

Terms and Conditions

Farming Rathcroghan

Sustainable farming in an
archaeological landscape

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Definitions

“Project” shall mean the Farming Rathcroghan Project.

“Farm Plan” means the plan agreed between the participant and the Farming Rathcroghan Project Team setting out actions to be completed by the participant pursuant to the terms and conditions of this agreement.

“Participant” or **“Participating farmer”** means a person, a group of persons, a partnership or a body corporate who is engaged in farming and who undertakes to carry out the actions described in the farm plan in accordance with the Terms and Conditions set out in this document.

“Farmer” shall mean an individual agricultural producer, whether a natural or legal person or a group of natural or legal persons, whatever legal status is granted the group and its members by national law whose holding is within the State.

“Farming” shall include dairy farming, livestock production, cultivation of fodder and tillage crops, and the growing of horticultural crops.

“Farming Rathcroghan Project Team” shall mean the personnel involved in managing the Farming Rathcroghan Project namely: the Project Manager, the Field Monument Advisor, the Administration Officer.

“Operational Group” shall mean the stakeholder team responsible for overseeing the implementation of the Farming Rathcroghan Project.

“LPIS” shall mean Land Parcel Identification System.

“GLAS” shall mean the Green, Low-Carbon, Agri-Environment Scheme approved by the European Commission as a measure included in Ireland’s Rural Development Programme 2014-2020.

“Lease” shall mean a term of absolute possession of the holding by the lessee from the commencement of the contract.

“Transfer” means the lease or sale or actual inheritance or anticipated inheritance of land

“Contract” shall mean the contract between the participant and the Farming Rathcroghan Project. It shall run from the date of receipt by the Farming Rathcroghan Project of a signed contract until December 31st, 2023.

“Quality Score” shall mean a score calculated for a field using the appropriate scorecard as developed by the Farming Rathcroghan Project Team.

“GLAM” shall mean the by Generic Land Management, a mapping system operated by the Department.

“Eligible Land” shall mean land suitable to be scored and considered for payment. It excludes buildings (and their curtilage), farmyards, commercial forest, active quarries and active turbary. Land must be declared on the current BPS application.

“Scorecard” shall mean a system developed by the Farming Rathcroghan Project for assessing environmental and archaeological quality.

Introduction

Rathcroghan is a well-preserved prehistoric and medieval archaeological landscape located in rich agricultural pasture in county Roscommon. This archaeological complex consists of approximately 240 archaeological monuments, out of which about 70 are under state care. Rathcroghan primarily consists of actively farmed, privately-owned land. There is a long tradition of cattle farming in Rathcroghan and it is still the predominant farming system in the area. This tradition of cattle farming is a major contributor to the survival of the archaeological landscape - having been cared for by many generations of Rathcroghan farmers.

The Rathcroghan farmers are essential for the continued preservation of this archaeological landscape, however modern-day farming in this area is challenging. The current economic climate puts farmers under pressure to intensify farming systems, for instance by increased stocking rates and increased machinery traffic. In addition, there are restrictive guidelines for archaeological protection in the area, which renders certain modern farming practises inappropriate or in some cases illegal.

The Farming Rathcroghan project aims to promote the continuation of farming in the Rathcroghan area by providing guidance and economic support for farmers to preserve and enhance the archaeological landscape, while providing co-benefits for a range of services – including biodiversity, carbon sequestration and water quality.

Farming Rathcroghan objectives

- (i) Manage the Rathcroghan landscape in a sustainable way with a focus on the delivery of good archaeological condition;
- (ii) Increase awareness and recognition amongst the general public of the significance of Rathcroghan as a farmed archaeological landscape and of the central role of farmers in caring for the Rathcroghan living landscape.

These project goals will be achieved by;

- Developing and trialling innovative management solutions to sustain the area as a viable farming landscape in harmony with its rich cultural and ecological assets.
- Testing and implementing best farming and archaeological practice to monitor, manage, maintain and enhance the ancient cultural landscape in an environmentally and ecologically friendly way.
- Providing archaeology expertise locally to support the pro-active management of the archaeological landscape by Rathcroghan farmers, through engagement with key stakeholders.

Project overview

The Farming Rathcroghan project will be active for five years (2019 to 2023) under the current funding. There will be three phases to the project:

1. Project initiation phase (2019). The first year of the project where project plans and budgets are drafted, farmers are enrolled in the scheme, and website, branding, action menu, scorecards, and other publications are developed.
2. Project development phase (2020). During the second year of the project, selected actions will be tested by development farmers. These farmers will be essential to the project

development process as it is envisioned that they will give feedback on the protocols developed by project staff and, importantly, enhance them by contributing hands-on experience and practical knowledge. During this phase, administrative processes such as payments and payment verifications will be tested and optimised, as will scorecards for archaeological and environmental quality.

3. Project implementation phase (2021-2023). The project will be fully implemented, and all participating farmers will be provided with farm plans and are expected to actively carry out pre-agreed actions.

Farming Rathcroghan will provide resources for one or more collective purchases. These collective purchases will be shared between participating farmers and will be stored in a location provided by the Farming Rathcroghan project. The nature of the collective purchase(s) will be decided during the first two phases of the Farming Rathcroghan project according to identified need, but it is envisaged that the purchases will be items used to alleviate short term pressure on sensitive land.

Eligibility Criteria

Applicants for the Farming Rathcroghan EIP project must qualify the following criteria to enter the project:

1. Participants should be of the age of 18 or over.
2. Participants should be an active farmer, defined as having an active herd number and submitting Basic Payment applications annually.
3. Farm within the Rathcroghan catchment area (see section below).
4. Display a willingness to engage in Farming Rathcroghan EIP actions by the completed submission of the application form.

Rathcroghan Catchment area

For the purpose of this EIP project, the Rathcroghan Catchment area is defined as a circle with a radius of 2.5 km from the Rathcroghan mound, however the area can be expanded slightly if considered appropriate by Farming Rathcroghan project.

Land eligibility

In order to receive payments on any land parcel, the participating farmer should have submitted a Basic Payment application which includes each land parcel under the herd number used in the Farming Rathcroghan Project application.

Leased/rented land must be in possession of the farmer for the entirety of the following year. The participating farmer will need to verify possession of leased/rented land parcels during the development of the annual farm plan. A signature from the landowner verifying the lease/rental and collection of payment is required for leased land.

Application process

The application process will be preceded by a public meeting in which the attendants will be informed of the eligibility criteria and the application process. The meeting will be advertised in the appropriate parish notes and local newspaper. Farmers that signed expression of interest forms during the earlier stages of project proposal writing will be contacted by text message.

The Farming Rathcroghan application forms will be handed out during the public meeting and will be available for collection at the reception desk at the Rathcroghan Visitor Centre in Tulsk, county Roscommon. The application will be open for 10 working days, the dates to be specified on the application form.

Selection process

There will be three stages of selection for the participating farmers.

1. The first stage of selection is the elimination of any ineligible or incomplete applications.
2. The second stage of selection will decide whether applicants are accepted into the scheme, primarily based on the quality of answers to questions 4-6 on the application form. The number of farmers will be limited to 30, with a possible extension to a total of 35 farmers if considered appropriate by Farming Rathcroghan project team.
3. In the final stage of selection, the development farmers will be selected. The selection will be based on farm type, type of actions intended and a willingness to be involved in the project development. All applicants considered for the development farms will be interviewed in person by Farming Rathcroghan staff and/or associated persons prior to final selection.

Farming Rathcroghan agreement

Successful applicants will be required to sign a project agreement before entering the scheme. This will include agreement of all the terms and conditions outlined in this document. A signature is required from the owner of the herd number entering the project. If a herd number has more than one registered owner, signatures are required from all owners.

The agreement should be supplemented with a current map of land parcels to be included in the Farming Rathcroghan project with any leased/rented land parcels clearly outlined on the map. If leased/rented land parcels are included in the Farming Rathcroghan project, a supplemental agreement need to be submitted with the landowner's permission to perform actions. This agreement can be requested from Farming Rathcroghan project staff.

Farming Rathcroghan annual farm plan

Individual farm plans will be developed on an annual basis by Farming Rathcroghan staff using GLAMS software. These farm plans will include pre-agreed actions on land parcels based within the Rathcroghan catchment area for the following year. Farmers can only undertake actions and receive payments on land parcels for which they are the recipients of basic payment and which are located in the Rathcroghan catchment area (see 'Rathcroghan catchment area').

Each annual farm plan will be signed by Farming Rathcroghan project staff and the participating farmer. In the case of joint herd numbers, the farm plan should be signed by all registered owners OR a separate document will be needed where a registered owner gives permission for the present owner to act on their behalf. Participating farmers are welcome to consult their external farm advisors on the farm plan, but Farming Rathcroghan will not reimburse any associated cost for this.

Payments

Three types of payments will be available to project participants; an annual result-based payment (i), co-funding for performed actions (ii) and collective purchases (iii).

Result-based

A result-based payment will be issued to the participating farmers on an annual basis. The sum of this payment will be decided by the quality score determined by the Farming Rathcroghan project team. The annual sum of this payment will not exceed €3,000 for any individual project participant.

Actions

An action menu will be made available to participating farmers to perform measures to increase their annual result-based payment. These actions will be co-funded fully or partly depending on their nature. The level of co-funding will be specified on the action menu. The participating farmers will be reimbursed for the action after it has been successfully carried out and upon display of payment verification as appropriate for each action (see 'verification of payment claims'). All actions will be pre-agreed during the annual farm plan meeting and signatures are needed from both project staff and participant farmer. No payments will be retrospectively issued for actions performed without prior notification to the Farming Rathcroghan project team, even if the action is listed on the action menu.

Participating farmers can be co-funded for actions which are not on the action menu, provided that (a) these are pre-agreed by project staff and the level of co-funding has been agreed to by both parties and (b) the actions are specifically targeting environmental and/or archaeological quality (see 'Non-eligible payments').

Collective purchases

Farming Rathcroghan will provide funding for one or more collective purchases. The nature of these purchases will be decided during the project as the need for them is identified. The collective purchases are envisioned to consist of items that will alleviate short term pressure on land or archaeology and that can be shared between participant farmers (i.e. not used for long periods of time). It is envisioned that these purchases will be made in discussion with participating farmers as to ensure the willingness to use (and practicality of) the items, but Farming Rathcroghan reserves the right to purchase items as deemed appropriate. The collective purchases will be owned by Farming Rathcroghan Scheme CLG during and after this period of project funding.

Environmental and Archaeological scoring

Scorecards will be used to assess environmental and archaeological quality and will determine the sum of the result-based payment. These scorecards will be developed during the project initiation phase and trialled and optimised during the project development phase. Once finalised, these scorecards will be published on the Farming Rathcroghan website.

Action menu

A menu of on-farm actions will be provided to participating farmers. This action menu will be developed during the project initiation phase and trialled and optimised during the project development phase. Once finalised, the action menu will be published on the Farming Rathcroghan website.

The action menu, once finalised, will contain the following for each action:

- Level of co-funding/payment.
- Estimated man-hours.
- Method of payment verification.

All actions on the menu will be sanctioned by the Farming Rathcroghan project, but all actions may not be appropriate on all land parcels.

Non-eligible payments

Farming Rathcroghan will only provide payments for actions aimed at maintaining or improving environmental and/or archaeological quality. Farming Rathcroghan reserves the right to determine the suitability of any action in this project.

Non-eligible payments might include but are not limited to:

- Payments or co-funding for any action or cost relating to animal husbandry. This includes feed, veterinary costs, purchase of animals, equipment or structures directly purposed toward animal management.
- Payments toward the construction of structures; agricultural, residential or other.
- Payments for any actions that are counter-productive towards the environment or protection of archaeology. Farming Rathcroghan reserves the right to decide whether actions are inappropriate. This might involve consulting external experts/bodies if deemed necessary.

Changes to contract

Changes to Land Area

Changes to the land area are permitted provided:

- Additional land parcels may be eligible if a BPS application and maps of any additional land parcels are sent to the Farming Rathcroghan Project as soon as they are available.
- The farm plan may be amended to include additional land parcels, if submitted to Farming Rathcroghan prior to the quality scoring taking place and deemed possible by The Farming Rathcroghan project manager.
- Farming Rathcroghan should be notified of reduction in land area/land parcels, and which land parcels are affected. The necessary amendments will be made to the farm plan and claims will no longer be paid on that land.

Changes to farm plan

The Farming Rathcroghan project manager should be notified of changes to the farm plan as soon as possible.

- Inability to complete actions outlined in the farm plan, regardless of reason, should be notified to the project manager for amendment but no sanctions/penalties will be associated with this.
- If a participating farmer wishes to perform additional actions to the farm plan, permission will be needed in writing from the project manager prior to carrying out the action. If no such permission has been received, Farming Rathcroghan will not be able to provide co-funding or payments for the action.

Avoiding double-funding

Farming Rathcroghan cannot provide payments for actions or measures funded by other schemes or projects. This includes Agri-Environment schemes such as GLAS or the Organic farming scheme, but also other sources such as TAMS, forestry grants and other local projects.

Participating farmers are required to inform the Farming Rathcroghan project manager of any involvement in these schemes and if there is any risk of double funding. Failure to do so, resulting in double-funding, will risk penalties or exclusion from scheme (see 'Penalties' and 'Termination of Contract').

Verification of payment claims

To receive payment for successfully completed actions, verification must be submitted to the Farming Rathcroghan project team. The method of verification for each action will be determined during the project development phase, but might be receipts, inspections or submissions of scorecards or photographs. The method of verification will be included in the action menu provided to participating farmers and discussed during the annual farm plan meetings.

Issuing payments

Payments

All Farming Rathcroghan participant payments will be carried out through electronic funds transfer. No cash payments will be given at any time.

Confidentiality

Payment details will be strictly confidential and stored in a secure location. Payment details, bank account information, and any other sensitive information will be restricted to the Farming Rathcroghan Project Manager and Farming Rathcroghan Project Administrator. No information will be shared with any third party, except the Department of Agriculture, Food and the Marine where legally required.

Participant Training

Farming Rathcroghan will hold three training sessions per year. Participating farmers will be required to attend two out of three sessions. This will be a requirement for farmers once fully entering the project, i.e. once in receipt of and signed off on farm plans. Attendance at training courses is incorporated into the Farming Rathcroghan project payments and will not incur additional cost for participating farmers.

Specific obligations for Farming Rathcroghan project participants

- Should damage of archaeology and/or environment due to Farming Rathcroghan practises be discovered, such actions must cease and be reported to the Farming Rathcroghan Project immediately.
- Any damage to a monument, regardless of cause, must be notified to the National Monuments Service (NMS) and this must also be reported to DAFM.
- Damage caused inadvertently by contractors is the full responsibility of the Farming Rathcroghan participating farmer employing them and on whose lands the damage has occurred.
- In instances where family members participate in the Farming Rathcroghan Project under separate herd numbers, the herd numbers/farms will be treated as separate entities according to the Basic Payment application. All project actions and payment verifications should be performed independently.

Specific obligations for the Farming Rathcroghan Project

Farming Rathcroghan have a legal requirement to report any activities that are illegal or causing direct damage to the appropriate instances.

Penalties

Overpayments to a participating farmer will be recovered from future payments. If an action is compensated and it is subsequently discovered 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. Payments for double-funded actions will be recovered from the next payment.

Termination of contract

False claims/Double payment

In cases of false, serious or repeated overclaims for payment, the Farming Rathcroghan project manager can terminate the contract. Purposely claiming payments for actions funded by other schemes may also result in termination of contract.

Inactive participating farmers

The Farming Rathcroghan project staff may terminate contracts if deemed inactive. This might include:

- Failing to appear at annual farm plan meetings without prior notice.
- Failing to submit required signatures on annual farm plans, contracts, or other documents necessary for participation in the Farming Rathcroghan Project.
- Failing to attend training days.

After one month's notice in writing, the Farming Rathcroghan Project Manager may terminate an inactive contract.

Non-compliance

Termination of contract may be possible in instances where participants are not compliant with the conditions outlined in this Terms and Conditions document or when in breach of cross-compliance regulations as defined by the DAFM and the EU (see 'Cross-compliance').

False information

In instances where false or misleading information has purposely been provided in applications, farm plans, or other project documentations, the Farming Rathcroghan project may terminate contract with any participating farmer.

Loss of land

Where transfer of land parcels, for any reason, leads to the participating farmer having no eligible land in the Rathcroghan catchment area, Farming Rathcroghan Project may terminate the contract with the participating farmer if deemed appropriate by project staff.

Department of Agriculture audit

The Dept. of Agriculture, Food and the Marine will carry out additional audits and controls on the Farming Rathcroghan project, which may include on-farm visits.

Cross-compliance

All participants in the Farming Rathcroghan project must comply with the Statutory Management Requirements (SMRs) and Good Agricultural and Environmental Condition (GAEC) as detailed in Annex II of EU Regulation 1306/2013. The Department of Agriculture, Food and the Marine will have primary responsibility to carry out cross-compliance inspections and determining any sanctions. Under Cross Compliance requirements, a farmer receiving direct payments, including the Farming Rathcroghan Project, must respect the various statutory management requirements set down in EU legislation (Directives and Regulations) on the environment, food safety, animal health and welfare, and plant health and must maintain the lands in good agricultural and environmental condition.

Right of Entry

By signing the Farming Rathcroghan agreement, permission is given for the Farming Rathcroghan project team to enter all land parcels in the project. The Farming Rathcroghan project team will give as much notice as possible before entering any land in the project.

Appeals

Appeals should be submitted to the Farming Rathcroghan project staff and Farming Rathcroghan Scheme CLG in writing within 14 days.

Force Majeure

The participating farmer, their advisor or a representative of their estate must notify the Farming Rathcroghan project within 10 days when claiming force majeure. Individual situations may be considered, but the following categories of force majeure may be recognised:

- Death of the participant;
- Long term professional incapacity of the participant;
- Expropriation of a large part of the holding if such expropriation could not have been anticipated;
- A natural disaster affecting the holding's agricultural land;
- The accidental destruction of livestock buildings on the farm;
- An outbreak of disease affecting all or part of the livestock on the farm; or,
- The disposal or vacation of land to satisfy a court order or legal settlement in cases of marital breakdown.

Derogations

Derogations will not normally be considered within the Farming Rathcroghan project except in exceptional circumstances. If a participating farmer wishes to be considered for derogation, they should apply in writing to the Farming Rathcroghan project clearly stating the reasons for doing so.

Farming Rathcroghan Project Team

The Farming Rathcroghan project team will consist of a full-time project manager (100%) and a part time project administrator (50%), funded by the Farming Rathcroghan Project and the Department of Agriculture, Food and the Marine. A part-time field monument advisor (50%) will be funded by Roscommon County Council and the Heritage Council. Up to date information of names and contact details of staff will be published on the Farming Rathcroghan website.

Farming Rathcroghan Scheme CLG

The Farming Rathcroghan Scheme Company Limited by Guarantee board of directors are:

Gerard Healy	Rathcroghan farmer
Gabriel O'Grady	Rathcroghan farmer
Michael Scott	Rathcroghan farmer
Daniel Curley	Manager, Rathcroghan Visitor Centre

Operational Group

The Farming Rathcroghan Operational Group consists of the following members:

Daniel Curley	Manager, Rathcroghan Visitor Centre
Gerald Healy	Rathcroghan farmer
Gabriel O'Grady	Rathcroghan farmer
Michael Scott	Rathcroghan farmer
Kieran O'Connor	NUI Galway, School of Geography, Archaeology and Irish Studies
Joe Fenwick	NUI Galway, School of Geography, Archaeology and Irish Studies
Nollaig Feeney	Heritage Officer, Roscommon County Council
Kieran Kenny	Environment and Technology Advisor, Teagasc
Catherine Keena	Countryside Management Specialist, Teagasc
Edward Bourke	National Monument Service

Information and Data Protection

Data concerning individual applicants 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 Farming Rathcroghan Project within 1 month of the offer, the application may be deemed inactive and removed from files.

The Farming Rathcroghan 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 applicants. The Farming Rathcroghan Project reserves the right to use anonymised data for reporting, research and training purposes. The Farming Rathcroghan Project reserves the right to take photographs or video images from farms for claims verification, monitoring, publicity, research and training purposes. No images of a participant will be used for publicity or training purposes without the consent of the participant.

Health and Safety and Insurance

Certain construction dangers may be encountered in the course of completion of actions by participating farmers. Neither the Farming Rathcroghan Project, any member of the Project Team, the Partners, DAFM, will be in any way liable for any damage, loss or injury to persons, animals or property in the event of any occurrence relating to the actions and the participant should fully

indemnify any official of Farming Rathcroghan in relation to any such damage, loss or injury howsoever occurring during the actions. If any or all the work is undertaken by a participant, he/she should seek competent advice in relation to the safety of the actions and the personnel undertaking the actions on the participant's behalf.

If the work is being undertaken by a contractor, the Participant should ensure that any contractor or sub-contractor understands the risks involved in the actions and is prepared to guard against them and further that the contractor or sub-contractor has adequate employers and public liability insurance cover in place in the event of any injury, loss, damage or other mishap occurring. A participant should obtain a suitable written indemnity from any contractor or sub-contractor in relation to any damage or injury or other loss that might occur during the actions and in this regard seek professional insurance advice from an insurance broker or insurance company.

Participants are advised of the need to acquaint themselves with the provisions of the Safety, Health and Welfare at Work Act 2005 and the regulations made thereunder. A general guide to this Act, prepared by the Health and Safety Authority, is available for downloading from www.hsa.ie. Copies of the AF 1 form, referred to on that website, and may also be downloaded from www.hsa.ie.

Where work is undertaken by a contractor, it is the participant's responsibility to ensure compliance for Health and Safety and the necessary insurance requirements. Any contractor lists supplied by the Project Team are from expressions of interest by interested parties and contract work carried out will be between the participant and the contractor.

National Laws

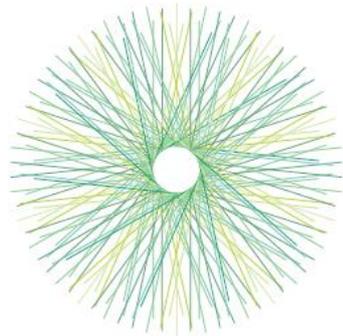
This agreement shall in all aspects be governed by and in accordance with the laws of Ireland. The participant agrees to adhere to all applicable national law in respect of any action to be carried out by the participant in furtherance of this agreement and the Farming Rathcroghan farm plan. If any term or provision herein is found to be illegal or unenforceable, then such term or provision shall be deemed severed and all other terms and provisions shall remain in full force and effect.

Interpretation

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

Further conditions

The Farming Rathcroghan Project may amend the Terms and Conditions Document at any time. Any such amendment will be published on the Farming Rathcroghan Project website and participating farmers will be notified in writing. Participants are responsible for their own actions and the actions of contractors and others involved in the provision of services to them or involved in carrying out works on their farm.



eip-agri
AGRICULTURE & INNOVATION



**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**

The Farming Rathcroghan Project is a European Innovation Partnership (EIP) funded by the Department of Agriculture, Food, and the Marine (DAFM) under the Rural Development Programme 2014-2020