



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

Terms and Conditions for the Results-Based Environment-Agri Pilot Project (REAP)

Introduced by the
Minister for Agriculture, Food and the Marine.

In implementation of
Council Regulation (EU) No 1305/2013 and Commission Regulations (EU) No 807/2014, 808/2014 and
640/2014

**In implementation of European Parliament and Council Regulation (EU) 2020/2220 laying down certain
transitional provisions for support from the European Agricultural Fund for Rural Development (EAFRD)
and from the European Agricultural Guarantee Fund (EAGF) in the years 2021 and 2022**

21 April 2021.

The Department has prepared this document as an aid to ensure that farmers and advisors are aware of the requirements and conditions attaching to participation and to assist in completing applications for the Results-Based Environment-Agri Pilot Project (REAP). Farmers wishing to apply for REAP must engage the services of a FAS approved advisor who in turn must undertake training specific to this project provided by the Department. All applications to join REAP must be submitted by the advisor. Advisors must undergo training prior to carrying out field assessments, uploading land details and payment claims to the Department's Generic Land Management system (GLAM) on behalf of the participating farmer. In authorising such, the applicant accepts that he/she is familiar with the Terms and Conditions outlined in this document and will comply fully with them.

If applicants have any queries in relation to their application, please telephone Lo call 0761 064451 or contact **rbp@agriculture.gov.ie**.

In the event that there are any changes to these Terms and Conditions they will be publicised immediately on the Department's website.

1. General Outline and Legal Basis

- This is a pilot project under the technical assistance budget of the Rural Development Programme (RDP) to build the capability and capacity of the Department and the advisors by testing results based agri-environment actions with farmers who are not participating in current agri-environment schemes under the RDP. Participants will be expected to engage in the project in this spirit, engaging in training, working with advisors and providing feedback on lessons learned as required throughout the process. The administrative provisions for the implementation and operation of the Project known as the Results-Based Environment-Agri Pilot Project (REAP) are set out below. The legal basis is Article 51 of Regulation (EU) No 1305/2013. In addition, the pilot will respect the general principles relevant under the various Articles, including the amounts and support rates in Annex 2 of Regulation (EU) 1305/2013. This document should be read in conjunction with the REAP specifications which are published separately on the Department's website (gov.ie - [Results Based Environment Agri Pilot Programme \(REAP\) \(www.gov.ie\)](http://www.gov.ie)) and set out the requirements for certain commitments/complementary actions.

2. Description of REAP

REAP rewards farmers for maintaining and enhancing the sustainability of agricultural grasslands, field boundaries and margins for a wide range of associated environmental benefits. The objective is to be met by linking field quality scores to payment rates. This contrasts with the standard 'prescription-based' model used in schemes such as GLAS, where payments are made for carrying out defined actions in line with scheme specifications.

Under the results-based approach farm features are scored to identify how management practices have impacted on the environmental sustainability of the holding. Scoring is calculated with reference to defined indicators, which are chosen to reflect overall biodiversity and ecological integrity. Payments are linked to environmental quality. In recognition of the environmental and biodiversity quality achieved, farms with the highest scoring receive the greatest payment.

The pilot is designed to test the results-based model on a national basis and will seek to identify the up-scaling potential of the model as part of the next national agri-environment scheme under the new CAP. The results-based model will be trialled with farmers who have not participated in GLAS and who are not currently in another agri-environment scheme. The testing of the model will seek to include all aspects of operating a possible results-based national scheme including the on-farm challenges, advisor role and the administration procedures.

The pilot will include a limited number of measures that can be applied in selected fields. Participants will manage the land area brought in with a view to improving environmental and biodiversity quality using the results-based approach. The land brought in by each participant will be assessed against scorecards with year one scores setting a foundation against which the second-year assessment will be compared. The land area for assessment will include the field itself, the field boundary and the field margins.

The pilot will test this approach using two scorecard types, one for Low Input Grassland (and associated bonus payment for late meadows) and a second scorecard for Multi-Species Grassland Leys. A limited number of complementary actions will also be available to be implemented on a voluntary basis.

3. Objectives of the Project

The project objectives are:

- To test the potential suitability of a results-based payment system at farm level and the feasibility of upscaling this model as part of the next national agri-environment scheme to follow on from GLAS,
- To identify training needs for farmers, advisors and other stakeholders,
- To identify the barriers to farmer buy-in to the results-based model,

- To raise awareness and achieve attitudinal change among farmers of the value of biodiversity and other ecosystem services on their farms,
- To test the suitability of Department procedures and systems with regards to application procedures, payment procedures/systems, budgeting/financial procedures and audit/control functions,
- To identify control and inspection implications,
- To test the monitoring and evaluation aspects for results-based payment actions.

4. General Provisions

- REAP shall be administered by the Department and shall operate throughout the State.
- REAP is funded by the European Union and the National Exchequer.
- The funding for the Project is limited and applications will be accepted subject to the maximum overall budget available.
- Participation in the Project is voluntary.
- REAP is structured as a 'package' and offers a maximum payment of €12,600 per participant over the full term of the contract. However, in the case of Registered Farm Partnerships the maximum amounts referred to above may be multiplied by the number of farm holdings brought to the Partnership subject to a maximum of 3 and to the conditions set out in section 25.
- Contracts shall be from approval date to December 31st, 2022. In the event that a participant does not fulfil the full contract duration and the provisions of "Force Majeure" are not found not to apply, all payments will be clawed back.
- Participants will be expected to engage in training and providing feedback on lessons learned as required throughout the process.

5. Definitions

For the purpose of the Project:

- 'Department' shall mean the Department of Agriculture, Food and the Marine, except where stated otherwise.
- 'Minister' shall mean the Minister for Agriculture, Food and the Marine.
- 'REAP' shall mean the Results-Based Environment-Agri Pilot Project approved by the European Commission as a measure included in Ireland's Rural Development Programme 2014 – 2022.
- 'Complementary Actions' as outlined in Section 17 are actions identified between the farmer and the advisor which would have the potential to improve the field boundary and environmental payment.
- 'Eligibility' shall mean elements essential to allow a contract to take place, the disrespect of which will result in exclusion from the project.
- 'Application' shall mean an application for support prepared and submitted by an Advisor.
- 'GLAM' shall refer to the Department's Generic Land Management system.
- 'Annual Payment Claim' shall mean the payment claim generated from the assessment and scoring process as submitted through the Department's GLAM system.
- 'Farm' or 'Holding' shall mean all the production units in the State that are under the control of the applicant farmer.
- '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.
- 'IACS' shall mean the Integrated Administration and Control System established under Council Regulation (EC) No 1306/2013 and Commission Regulation No 809/2014.
- 'Natura 2000' shall mean lands designated under Directives 79/409/EEC and 92/43/EEC (Birds or Habitats)
- 'Advisor' shall mean a person or persons who are Farm Advisory Service (FAS) approved and who have agreed to attend and complete all the relevant training as required by the Department.

- 'Partnership' shall mean a legal partnership registered on the Register of Partnerships maintained by the Department.
- 'Maximum Eligible Area' (MEA) shall mean the maximum area within a digitised parcel that can be claimed under the Basic Payment Scheme. For parcels split on GLAMs appropriate deductions should be made to the "digitised area" as per BPS to derive the claimed area.
- 'Field' shall mean a parcel or a defined land area within a parcel with clearly identifiable boundaries, hedgerows, drains etc. Wire fence boundaries require timber stakes/appropriate wire fencing to qualify as a field boundary.
- 'Rural Development Regulation' will mean Regulation (EU) No 1305/2013 of the European Parliament and of the Council of 17 December 2013 on support for rural development by the European Agricultural Fund for Rural Development (EAFRD) and repealing Council Regulation (EC) No 1698/2005" as amended.

6. Land Conditions

- Overall areas shall be a minimum of 2 ha and a maximum of 10ha except in the case of Registered Farm Partnerships as outlined in section 25.
- Commonage land is ineligible.
- Fields without hedgerows and where the boundary is defined by permanent fencing can be included. Permanent fencing shall consist of timber stakes and appropriate wire /other barrier suitable for livestock type on the holding. In such cases the recommended complementary actions may include measures to establish hedgerows and trees to complement or improve the field boundary score.

7. Eligibility

The following criteria must be met for an applicant to be eligible for REAP: Each applicant must:

- Engage the services of an eligible advisor from a list to be provided by the Department. This advisor will then prepare and submit the application on behalf of the applicant. Each participant must continue to engage the services of an advisor for the duration of the project. While it is permitted for the REAP participant to change advisor over the course of the project, this can only be done with prior written approval from the REAP section of the Department.
- Be eighteen or over on the date of the application.
- Be the holder of an active herd number.
- Have declared all land to be brought into the pilot in the applicant's name on their BPS application for 2020. This land must also be declared on the associated BPS application in 2021 and 2022. It will not be permitted to add land previously not declared for REAP.
- Be in a position to deliver the required works.
- Not have ever been approved into GLAS.
- Satisfy core training requirements to be undertaken with the advisor.
- Ensure the timely submission of relevant field scores on GLAMS.
- As of January 1st 2021, applicants must not be a participant in any of the Rural Development Programme 2014-2020 agri-environment schemes or projects listed in ANNEX 3.
- Ensure timely submission of surveys/feedback to the project team where required.
- Co-operate with any relevant inspections/monitoring and evaluation work carried out by or on behalf of the project team.

8. Application Requirements

- All applications must be made via the Department's online Agfood system and prepared by an advisor approved by the Department in accordance with these Terms and Conditions. It is in the farmer's own interests to satisfy him or herself that the advisor they engage has current Professional Indemnity Insurance.
- Only one application per herd number or partnership will be permitted.

- Farmers admitted to the Project must submit a payment claim for each year of REAP. For the purposes of REAP, the annual payment claim will be generated through the scoring assessment submitted through the GLAM system.
- The land area identified on the GLAM screen shall be the area claimed for payment and the claimed area must meet BPS land eligibility requirements. This area cannot be greater than the reference area on the associated BPS application.
- Actions whether on owned, leased or rented land must be delivered for the entire period of the contract.

9. Application Procedures

- Initially the applicant's advisor will enter relevant details on the Department system on behalf of the applicant. A screening process will take place to ensure that the applicant is eligible for REAP. Success at this stage will not guarantee eligibility for the project.
- If an applicant passes the above stages a ranking and selection process may apply in the event that the project is oversubscribed

10. Selection Criteria and Approval

- The Minister may reject applications or require them to be varied if, in his opinion, they are not likely to contribute to the objectives of the project.
- Selected successful applicants will be notified in writing of their acceptance into REAP and of the commencement date of their contract.
- Complementary actions carried out before the notified commencement date will not be considered for payment.
- DAFM will ensure an appropriate geographic spread of participants, taking into account one of the project's key objectives to build capacity of our advisory services.
- Further to the above, in the event that REAP is oversubscribed the following may be used to determine priority ranking:
 - Applications will be split into two groups for selection as per below. This is to ensure an appropriate spread of enterprises to test the different scorecards available in the pilot.
 - Applications will be selected in proportion to the overall number of applications within each group (i.e. if 80% of applications are in group 1, then 80% of approvals will issue to that group)
 - Within each group marks will be allocated in accordance with the criteria below (based on 2020 farm holding data unless stated):

Group 1: Whole farm stocking rate (2019 data) is < 140kg/N/ha livestock manure (prior to exports)

- Farm holding intersection with high status water area or low water status area (25 marks)
- Proportion of Natura Land on holding (25 marks)
- Proportion of ANC Land on holding (25 marks)

Group 2: Whole farm stocking rate (2019 data) is ≥ 140kg/N/ha livestock manure (prior to exports)

- Farm holding intersection with high status water area or low water status area (25 marks)
- Proportion of Natura Land on holding (25 marks)
- Proportion of ANC Land on holding (25 marks)

- Where the ranking and selection system outlined above results in a number of applications scoring the same marks, the Department may use a random selection process to identify applications for approval.

11. Contract Revision

- Where relevant Basic Payment Scheme baseline requirements or obligations, beyond which commitments under this project are required to go, are amended the REAP contract shall be adjusted where necessary to take account of such amendments. Contracts may also need to be adjusted during their currency to avoid double funding where appropriate.
- Following an overall Appropriate Assessment, conditions resulting from the assessment may be added as outlined in Section 13.
- Farmers admitted to REAP must respect:
 - National legislation and EU regulations;
 - The conditions set out in this document;
 - The Statutory Management Requirements (SMRs), Good Agricultural and Environmental Conditions (GAEC) and Practices Beneficial for the Climate and the Environment (Greening) of the Basic Payment Scheme and updates thereof on all of the holding.
- All requests to transfer a contract must be made in writing to the REAP section of the Department. Failure to do so may result in the proposed transfer not being sanctioned. All transfers must include all land declared for the Project. The Department reserves the right to permit or decline a transfer request.
- The following are a list of some possible scenarios:
 - A farmer may apply to be added or removed from a herd number once both parties consent.
 - An individual farmer may apply to change status to a company.
 - An application may be made to transfer a herd number from a farmer to a family member. A family member is defined as a parent, grandparent, sibling, uncle, aunt, niece, nephew, son, daughter, spouse, grandson or granddaughter.
 - If an application is received from a partnership or a company, it will not be permitted to change from this status for the duration of the project.
 - Partnerships may be formed by individual farmers. All farmers must have land already in the project. The payment will then issue to the partnership.

12. Afforestation

Any parcels selected for REAP may not be converted to forestry during the term of the contract. Nevertheless, it is important to note that REAP is not a whole-farm project and opportunities continue to exist for afforestation and for other Forestry Schemes on parcels which are not in REAP.

13. Appropriate Assessment and EIA Regulations

An Appropriate Assessment of the potential adverse effects of the project on Special Areas of Conservation and Special Protection Areas will be carried out in line with the Habitats Directive (92/43/EEC) and S.I. No. 477/2011 (European Communities (Birds and Natural Habitats) Regulations 2011). Where relevant, any conditions or requirements resulting from this assessment will be communicated to participants.

Note that any reseedling for the purposes of establishing Multi-Species Leys must conform to the requirements of the EIA Agriculture Regulations. Should you intend to “Commence to use uncultivated land or semi-natural areas for intensive agriculture” for the purposes of establishing a multi species ley farmers/advisors must first contact the EIA Section, Johnstown Castle 076 1064 415, to determine whether you are required to make an application for screening to DAFM.

<https://www.gov.ie/en/publication/5c8ed-advice-for-farmers-on-environmental-impact-assessment-regulations/> “

Complementary actions are not permitted in Natura 2000 sites, Nature Reserves, pNHAs, landscapes targeted for breeding waders such as curlew, or on an archaeological monument.

14. Monitoring and Evaluation

- Monitoring and evaluation of REAP shall be carried out. Participants in REAP shall facilitate the monitoring and evaluation process as required by the Department, including any necessary site-visits by the Department or its agents or providing feedback on the project as requested.
- Each applicant will be requested to provide an email address and phone number for communication purposes.

15. Administrative and Compliance Checks

- All applications for support and payment claims will be subjected to administrative checks, and any other controls deemed necessary, before approvals or payments are made under REAP. Applicants shall facilitate such administrative and on the spot checks as the Department deems necessary. Applications will be cross-checked with records held by the Department.
- On-the-spot checks will be carried out at farm level to ensure compliance with project requirements.
- Cross checking with relevant databases will take place where appropriate prior to payments issuing.
- Any breach of cross-compliance noted during an on-farm inspection will be cross-reported to the Basic Payment Unit of the Department.
- Any breach of the baseline cross-compliance or greening elements on which a REAP commitment is based will result in no payment for that commitment for a full calendar year.

16. Environmental Payment and Scorecards

- Fields in the project will be assessed by the applicant's advisor using the scorecards as outlined in Annex 1. The scorecards will assess field condition, as well as the margins and boundaries.
- There are two scorecard options per field: Low Input Grassland or Multi Species Leys. The rate of environmental payment will be determined by the score assigned by the advisor. Scores and corresponding payments for scorecard options are shown in Annex 2.
- Separately a "Late Meadow Cutting Bonus Payment" of €50 per ha will be available on the Low Input Grassland scorecard. Claims for this bonus payment must be supported by relevant geo-tagged photographs.
- Detailed requirements on the use of scorecard type are listed in Annex 5 and will be elaborated further during training sessions.

17. Complementary Actions

- In specific situations where it is identified that the environmental score of a field may be improved, a complementary budget allowance of €1,200 will be available over the course of the project to each applicant. Each applicant may choose from the following options:
 - Tree planting €9.20 per tree
 - New hedge planting €15.80 per metre
 - Hedgerow gapping-up (infilling of gaps) €15.80 per metre
- This budget will be available on a once-off basis and not for each year of the pilot.
- Eligible receipts or invoices, marked paid, for materials purchased for the delivery of supporting/complementary actions shall be retained and shall be made available when so requested. Participants must be in a position to provide documentary evidence of payment and 'cash paid' receipts are not acceptable. Receipts must be made out by the vendor to include the name and address of the beneficiary. Provenance certificates and/or seed labels must be retained for any planting material purchased.
- The Department reserves the right to request alternative evidence with regard to any invoice/receipt submitted with a payment claim directly from the applicant or from a third party. If required, an applicant must submit proofs of payment that are acceptable to the Department. These proofs will consist of copies of bank statements of the applicant's bank account showing relevant entries and/or copies of the two sides of encashed cheques. Alternatively, online bank statements (only high quality colour printouts with bank logo) with copies of encashed cheques will

be acceptable, or if payment is made by direct credit transfer and copies of original bank statement or online bank statement listing payments to the supplier must be submitted. Amounts listed on bank statements must be clearly linked to the relevant item on which aid is claimed.

- In conformity with the general practice of the Government, the payment of financial aid in support of non-productive investments such as the complementary actions is subject to the following condition: Where an applicant employs a contractor to carry out some or all of the investment, such contractor must have a current tax clearance certificate from the Office of the Revenue Commissioners where total contractors labour cost (excluding materials) is €650 or greater. Such evidence of tax compliance, where applicable, must be retained and must be made available if requested.
- Materials should not be purchased, or work started until approval is granted. Hedgerow and tree planting will not be permitted in areas that are targeted for the conservation of declining ground nesting bird species that are vulnerable to predation.
- Work on the complementary actions must be completed by 31st March 2022. Completed actions must be mapped/identified on GLAM by the advisor. The item or items that are the subject of the investment shall remain in place and be maintained in accordance with the specification requirements for the duration of the contract.
- Farmers must keep such records as the Department prescribes.
- The Department will outline the full details in respect of the claim process for complementary actions in a circular to follow.

18. Payments Procedures

- The overall payment will be comprised of three components: Participation Payment (including training payment), Environmental Payment (based on the scorecard assessment) and a Complementary Actions Payment. The latter will only be applicable if chosen by the applicant. A full description of the three components is set out in Annex 2.
- Pursuant to Article 75 of Council Regulation (EU) No 1306/2013 annual payments shall not commence earlier than 1st December.
- Administrative checks on all payment claims and on the spot checks on selected claims must be completed before payments may issue.
- It is the applicant's responsibility to ensure that any requested supporting documentation for the release of payments is submitted.
- It is the applicant's responsibility to ensure that scorecard payment claims are submitted via the scoring process on GLAM by the deadline of 31st July each year. For autumn-sown Multi-Species Leys being established in year 1, submission of scores on GLAMS will be accepted up to the 15th August (year 1 only).
- It is the applicant's responsibility to ensure that any "late meadow bonus" payment claims are submitted on the date of mowing (or within 5 days after mowing activity), in accordance with specification requirements. Latest date for receipt of claims will be the 5th September each year.
- The applicant understands that if he/she/they decide to participate in and benefit from a number of different EU funded or National Schemes, the relevant payments may be adjusted to avoid the risk of double funding in respect of similar actions.

19. Penalties

- Failure to comply with these Terms and Conditions will result in an appropriate penalty/sanction. All penalties being applied in respect of non-compliance with commitments will be considered in terms of severity, extent, duration and re-occurrence. See Annex 4 for details.
- 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.

20. Cross-Compliance

- Where, through a Basic Payment Scheme 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 project. Baseline breaches detected in “project field/parcel” will result in a 100% penalty of the REAP payment. All breaches of cross-compliance detected on a REAP inspection will be cross-reported.

21. Appeals

- In cases where penalties are applied or where the applicant disagrees with a score awarded by the Department on re-assessment, participants will be given 10 working days after formal notification, in which to request a review in writing to the Department giving reasons why any penalty imposed should not be applied. The participant will be informed in writing of the outcome of the review. This initial appeal shall be without prejudice to the right to appeal to the statutory Agriculture Appeals Office.

22. Force Majeure

- Where a beneficiary is unable to continue complying with the commitment(s) given for reasons beyond his/her control, a case may be made under *force majeure* and the respective payment shall be proportionately withdrawn for the relevant year(s). Reimbursement of support paid in previous years shall not be required and payment may be continued in subsequent years.
- The beneficiary must notify the Department of cases of *force majeure* within 15 days of being able to do so.
- Without prejudice to the actual circumstances to be taken into consideration in individual cases, the following categories of *force majeure* may be recognised:
 - Death of the participant,
 - Long term professional incapacity of the participant,
 - Expropriation of a large part of the holding if such expropriation could not have been anticipated on joining REAP,
 - 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,
 - The disposal or vacation of land to satisfy a court order or legal settlement in cases of marital breakdown.

23. Death of participant

If a participant dies during the contract, the default position is that the contract is terminated, and no recoupment of payments will be sought. Exceptions to this are:

- If an individual dies while holding the status of individual farmer, a beneficiary entitled to take over the contract may apply in line with Section 11. This beneficiary must be named in the Will of the deceased and must also satisfy the criteria of family member as above.
- If another person (or persons) is already on the herd number, they will have the option to continue the contract.
- If the deceased was part of a partnership, the partnership will retain the option of continuing the contract.
- If the deceased was part of a company, the company will retain the option of continuing the contract.

The process of transferring the contract from the deceased to the transferee must be completed within 3 calendar months of the first communication relating to it. If documentation requested by the Department has not yet been received within this time frame the Department may apply force

majeure meaning that the contract has been terminated and no recoupment of payments will be sought.

24. Joint/Multiple Applicants

- Where the application is made in more than one name, each person named will be jointly and collectively responsible for delivery of the commitments entered into and be jointly and collectively subject to all project Terms and Conditions.
- Where the application is made in more than one name, the applicants must have a single herd number and declare all their lands on IACS under this herd number.

25. Farm Partnerships

Farmers in a Farm Partnership registered with the Department are eligible to apply for REAP provided that the application is made in the same name as the Basic Payment Application.

Additional eligibility for Farm Partnership entry to REAP shall be as follows:

- Delivery of minimum areas will be across the entire 'partnership' holding.
- Each partner must bring in a minimum of 2ha. The combined minimum area for partnerships of two shall be 12ha and for partnerships of 3 the minimum area will be 22ha.
- Maximum areas for partnerships shall be the maximum as permitted by this document for individual participants multiplied by the number of holdings, up to a maximum of 3.
- A partnership may attract a payment multiplied by the number of holdings up to a maximum of 3.
- All partners are jointly and severally responsible for delivery of the agreed plan on the lands farmed by the partnership.

26. Right of Entry

- The Minister reserves the right to make re-assessments at reasonable times of any land, premises, plant, equipment, livestock and records of applicants/participants.
- In submitting a REAP application, applicants agree to permit officials or agents of the Department to carry out on-farm inspections and scoring re-assessments, with or without prior notice at any reasonable time(s) and without prejudice to public liability.
- Every on-the-spot (ground) inspection will be the subject of an interim notice of compliance and the applicant or his/her representative if present will be given an opportunity to sign the interim notice of compliance 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.

27. Farmer Training

- Each applicant will participate in compulsory "on-farm" training to be delivered by their advisor on a one to one basis. This training will include specific guidance in respect of the applicant's holding. Additional online, classroom or field-based training may also take place over the course of the project.
- Each applicant will be compensated for training requirements during both years of REAP through the participation payment. The responsibility to ensure that all training requirements are fulfilled rests with the applicant.

28. Responsibility of Applicant

- It shall be the responsibility of the applicant to familiarise him/herself with the REAP Terms and Conditions, the information booklet, the species identification guides, scorecards and other project documents and any amendments thereof and with the consequences for breaches of REAP.
- The approval or payment of aid under REAP does not imply the acceptance by the Minister of any responsibility as regards the obligations undertaken by the participant.
- The obtaining of aid or the attempt to obtain aid under any or all of REAP by fraudulent means by the applicant or others acting alone or together may, in addition to any REAP penalty, render such persons liable to prosecution.

- Each participant must engage with their advisor in respect of the consideration, development, and implementation of the actions for their holding.

29. Role of the Advisor

- Participating farmers will engage the services of an advisor for the full term of the project.
- The advisor will be paid by the farmer. The Department will not have a contractual relationship with advisors and will not be liable for payment of advisor fees or expenses.
- Advisors must attend compulsory REAP project training prior to completing GLAMS mapping tasks and submitting assessments on behalf of the farmer.
- Advisors will be responsible for on-field land assessment and scoring and for ongoing guidance of their clients throughout the term of the pilot.
- To ensure knowledge transfer to farmers, advisors must involve their clients in the assessment and scoring functions.

30. Review of Financial Aids

The Minister reserves the right to restrict the availability of REAP and to vary, where occasion so demands, the amount of financial aid wherever specified in REAP subject at all times to the provisions of any relevant legislation.

31. Conditions of payment

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

32. Tax Clearance Requirement

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

33. Further Conditions

- The Minister may at any time lay down further conditions under REAP.
- The Minister reserves the right to review and, if necessary, to terminate participation in the REAP and to seek re-imbursement of aid paid, including any Complementary actions payment, where no improvement to the environment is evident.
- The Minister reserves the right to alter from time to time the procedures to be followed in the operation of REAP.

34. Interpretation

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

35. Information and Data Protection

Part A:

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

1. The Department of Agriculture, Food and the Marine (DAFM) 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 1988 as amended by the 2003 Data Protection Act, The Data Protection Act 2018 and The General Data Protection Regulations (EU 2016/679) which came into effect on 25 May 2018. (It should be noted that the 1988 Data Protection Act as amended in 2003 will likely be repealed in full, in due course).
4. Under Data Protection Legislation, The Department of Agriculture, Food and the Marine, as a data controller is responsible for the collection and processing of all personal data under its administration.
5. The Data Protection Officer can be contacted as follows:
Data Protection Officer
Data Protection Unit, Data Management Division,
Department of Agriculture, Food and the Marine
Grattan Business Park, Dublin Road,
Portlaoise, Co Laois.
Email: 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. However, it should be noted that not all rights listed shall be applicable in every circumstance. 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:

Our customers have the following rights:

- access to their data
- rectification of their data
- erasure of their data
- right to lodge a complaint with the Supervisory Authority
- 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 Results-Based Environment-Agri Pilot Project (REAP).

8. Specified purpose:

The personal data sought from you, or previously furnished by you, the applicant, is required for the purpose of making an application under the Results-Based Environment-Agri Pilot Project (REAP) or for ongoing processing of your contract under the project. Failure to provide all the personal data required to facilitate the processing of the application and contract, including data testing, under the project will result in DAFM being unable to further process the application. Failure to provide certain information which you are required to provide under the Terms and Conditions of the project may result in the

necessity to repay monies already paid under the project. You should consult the Terms & Conditions and Specification of the project in this regard.

The Department may also use data provided in submitting an application under the Results-Based Environment-Agri Pilot Project for the purposes of facilitating the processing of an application for participation in other related schemes operated by the Department of Agriculture, Food and the Marine or for the purposes of updating information on the relevant databases held by the Department in connection with these schemes (e.g. mapping database). Each scheme has its own legal basis as outlined under their own Terms and Conditions.

These schemes are:

- Areas of Natural Constraints Scheme (ANC) and the Areas of Specific Constraints (Islands) Scheme (ASC)
- Natura 2000 Scheme
- Nitrates Derogation Scheme
- Organic Farming Scheme (OFS)
- Land Parcel Identification System
- Basic Payment Scheme (BPS)
- Locally Led Agri-Environment Schemes
 - BRIDE - Biodiversity Regeneration in a Dairying Environment
 - Blackstairs Farming Futures (BFF) Sustainable farming project in the Blackstairs Mountains
 - The Duncannon Blue Flag Farming & Communities Scheme
 - Caomhnú Árann
 - The Conservation of Breeding Curlew in Ireland
 - A Sustainable Agricultural Plan for the MacGillycuddy Reeks - Conservation and restoration of Upland Habitat in the MacGillycuddy Reeks
 - Farming Rathcroghan Project- Sustainable Farming in the Rathcroghan Archaeological Landscape
 - Protecting Farmland Pollinators
 - Inishowen Upland Farmers Project
 - Mulkear EIP-Innovation, Technology & KT for Farmer Led Enhancement of Water Quality, Instream Habitat and Riparian Management in the Mulkear Catchment
 - Locally Led Scheme for the Conservation of the Hen Harrier
 - Pearl Mussel Project – Farming for nature in a vibrant rural economy.
 - Sustainable Uplands Agri-environment Scheme (SUAS)
 - Allow Project - Duhallow Farming for Blue Dot Catchments
 - North Connemara Locally Led Agri-environmental Scheme
 - Burren Programme
- Targeted Agricultural Modernisation Schemes (TAMS)
- Green, Low-Carbon Agri-Environment Scheme (GLAS)

Further to this the operation of the project may also require data to be shared with internal sections such as:

- DAFM Agricultural, Environment and Structures
- DAFM Cross Compliance Section
- DAFM Direct Payments Division
- DAFM Rural Development Division
- DAFM Information Services Division

9. Legal basis:

The Results-Based Environment-Agri Pilot Project is implemented pursuant to EU Regulation 1305/2013, 807/2014, 809/2014 and 2020/2220 and is operated by DAFM. Other related schemes have their own legal basis, as outlined under their own Terms and Conditions.

The Department holds data on you/your herd number and will be seeking your consent to use this to validate your admission to the scheme and to provide the necessary data to allow the scheme operate. If you choose not to allow the Department to use this data in this way you will not be able to participate in the scheme.

10. Recipients:

Information provided as part of the Results-Based Environment-Agri Pilot Project application may be shared, with other Divisions within the Department, for the purposes of processing other related scheme applications in a timely and efficient manner.

When you submit a REAP application some of your personal data may be made available to other Government Departments/Agencies/Local Authorities, but only where there is a valid legal basis to do and a data sharing agreement will be put in place where necessary. The purpose of this sharing of data is for audit, 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. Also, personal information may be released under the terms of the relevant Data Protection legislation in force and the Freedom of Information Act 2014.

Information will be shared with the Rural Department Division of the Department for the purposes of monitoring and evaluating CAP as per the Regulations (EU Reg 1306/2013) in accordance with the Data Protection legislation in force.

Personal data may be used for statistical, research and analysis purposes in some circumstances, but will only be done so in compliance with the Data Protection legislation in force. Data used for such purposes will be pseudonymised (masked) or anonymised, as appropriate, to protect to the security and confidentiality of the data. The use of the data in this way may facilitate the Department in informing policy decisions into the future, which would benefit the Irish farmer and the Agriculture Sector.

Personal data may be also be shared externally with an independent body for the purposes of conducting an appropriate assessment as required by the Habitats Directive (92/43/EEC) and S.I. No. 477/2011.

The Department is also currently obliged by law to provide information concerning applicants in response to requests received from the Office of the Revenue Commissioners, An Garda Síochana, and other bodies, in accordance with Section 8 of the current data protection legislation.

As part of this project, if you are approved into the programme, you may be requested by the Department or relevant agents acting on its behalf, to supply data in relation to your participation to the project, 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 1305/2013). Not to supply such information may invalidate/cancel your application.

11. Transferred outside the EU:

Information provided in support of an application under REAP is not currently transmitted outside of the EU.

12. Retention Period:

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

Currently it is envisaged that the data for this project will be held for 7 years after it is no longer being processed.

13. Data provision being statutory or contractual obligation:

The data provided for this purpose is being requested under the requirements of EU Regulation 1305/2013 and if the customer chooses not to provide this information their application/contract for the REAP, cannot be processed further.

14. Automated Decision Making:

Personal data provided in the submission of an application under REAP will be processed automatically along with manual processing for the purpose of the efficient running of the project, and the timely payment of participants.

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

15. Technical information on data collected:

Technical information on the cookies used on the Gov.ie website is available at the following link:
<https://www.gov.ie/en/help/privacy-policy/?section=cookies>

Annex 1 - Overview of environmental indicators to be assessed for the environmental payment (field, boundary & margins questions)

Low Input Grassland Scorecard

Note: Detailed score sheet (questions, weightings) to be published separately

Total maximum of 100 marks for this scorecard. Marks then converted to scores out of 10 for payment purposes.

Q1. How many positive indicators are present? (from defined list of species)

Q2. What is the combined cover of *positive* indicators (*listed above*) throughout the field?

Q3. What is the vegetation structure/litter levels?

Q4. What is the combined cover of *negative* indicators/weeds throughout the field?

Q5. Mark on the map all fenced field margins present and their widths (1/2/3m)

Bonus points to be awarded for any field margin beside a natural watercourse, or drainage ditch.

Q6. Mark on the map field boundaries features: earth banks, drainage ditches, watercourses, hedgerows/treelines and dry stone walls. Condition/management of hedgerows/treelines/stonewalls to be assessed.

Q7. What is the combined cover of *negative* indicators/invasive species throughout the field boundaries and margins?

Q.8 To what extent is the field poached?

Q9. Is there any evidence of any damaging activities to soil/ vegetation/water?

Advisory section:

a) Management advice

b) Complementary action recommendations

Other comments:

To be provided by farm advisor

Multi-Species Ley Scorecard

Note: Detailed score sheet (questions, weightings) to be published separately

Total maximum of 100 marks for this scorecard. Marks then converted to scores out of 10 for payment purposes.

Q1. How many sown non-grass species are present?

Q2. What is the vegetation structure/litter levels?

Q3. Mark on the map all fenced field margins present and their widths (1/2/3/5m)

Bonus points to be awarded for any field margin beside a natural watercourse, or drainage ditch.

Q4. Mark on the map field boundaries features: earth banks, drainage ditches, watercourses, hedgerows/treelines and dry stone walls. Condition/management of hedgerows /treelines/ stonewalls to be assessed.

Q5. What is the combined cover of *negative* indicators/invasive species throughout the field boundaries and margins?

Q.6 To what extent is the field poached?

Q7. Is there any evidence of any damaging activities to soil/ vegetation/water?

Advisory section:

a) Management advice

b) Complementary action recommendations

Other comments:

- To be provided by farm advisor

Annex 2 - Payment Structure and Rates

Payments will comprise three separate components.

1. Participation Payment

This is a core payment which will be made to all holdings participating in the pilot and will be conditional on participants adhering to the terms and conditions of the project. It will consist of a fixed payment of €1,200 per holding per annum.

2. Environmental payment – Quality based payment based on scorecard results

As part of the results based approach of the project all fields in the pilot will be assessed using a scorecard which will estimate the environmental sustainability of the field using proxy indicators related to environmental health (i.e. biodiversity, climate, soil and water). The indicators assessed will be weighted (according to relative costs incurred/income forgone to deliver the relevant scores) and translated into a field score which will then be used as the basis for payment each year. The year one score will be considered as the foundation assessment for each field and will be used to monitor the net impact of the project over time.

Fields will be assessed under the following headings:

1. Ecological integrity: Species richness, quantity/quality
2. Field margins: Width and density per ha.
3. Field boundary: Density per ha of hedgerows and stonewalls and quality of management

The system will reward farmers based on the environmental score achieved, hence the higher the score the higher the payment which will be achieved. Farmers will have the opportunity to further increase their foundation score and hence payments in subsequent years by adjusting management and/or completing certain complementary actions, where relevant.

It will consist of a variable incremental rate of payment (stepped increments) per hectare based on the costs incurred and income forgone associated with achieving the various descriptors/guidance associated with the scorecard indicators. Thus under this action farmers will be compensated for the costs incurred/income forgone associated with achieving the various score values. This scoring system will cater for both the cost of maintaining the current condition (provided initial value is of high enough to merit payment) as well as incentivising further improvement in future years, thus rewarding current as well as future management.

There will be two scorecards:

1. A Low Input Grassland scorecard (for scoring Low Input Grassland fields)
2. A Multi-Species Ley scorecard (for scoring commercially sown grass/herbage mixtures)

No payments for land in excess of 10ha.

Table 1 Scores* and payment rate /structure for Low Input Grassland scorecard

	Score							
	10	9	8	7	6	5	4	<4
Rate per ha	400	375	350	325	300	275	250	0

*Assumes a single average score combining the 3 environmental indicators (field, boundary & margin).

Furthermore, on the Low Input Grassland scorecard, a payment of €50 per Ha is available to farmers under the “Late Meadow cutting” action.

Table 2 Scores* and payment rate /structure for multi-species ley scorecard

	Score							
	10	9	8	7	6	5	4	<4
Rate per ha	275	250	225	200	175	150	125	0

*Assumes a single average score for all related environmental indicators (field, boundary & margin).

3. Complementary Actions Payment

In certain situations, the environmental score of a field could be improved by investing in “one off” complementary actions. These actions are typically related to improvement of field boundary/margins. Capital investments in this category must be identified by the farm advisor during the field assessment in year one. The farmer can then be allocated a capital allowance to invest in such options in either year.

The participant will be allocated an allowance of €1,200 for the duration of the project. This is a one-off payment and not per year of the pilot.

Costs will be directly reimbursed to the farmer following the receipt of a valid payment claim.

The investments permitted are:

- a. Tree planting €9.20 per tree
- b. New hedge planting €15.80 per metre
- c. Hedge planting infilling of gaps €15.80 per metre

Examples of Payments

Low-Input Grassland scorecard - Illustrative example of cost structure

Farmer has 10ha in 3 fields in the project: Field A, which is 3 ha (score 8), Field B, which is 4 ha (score 6), Field C, which is 3 ha (score 5). His advisor identifies field B is also suitable for late meadow cutting. Farmer cuts a Late meadow cut in July in field B.

Payment Type	Amount	Rate		Totals
1. Participation Payment	1,200	-		€1,200
2. Environmental payment				
Field A	3 ha	€350 (score 8)	€1,050	
Field B	4 ha	€300 (score 6)	€1,200	
Field C	3 ha	€275 (score 5)	€825	€3,075
				€4,275
Field B late meadow bonus*	4 ha	€50/ha		€200
Total “year 1” payment				€4,475
3. Complementary actions (capital)				
Hedgerow planting	60m	€15.80/m		€948
Total payment				€5,423

Multi-Species Ley scorecard - illustrative example of cost structure

Farmer has 10ha in 3 fields in the project: Field A, which is 3 ha (score 8), Field B, which is 4 ha (score 6), Field C, which is 3 ha (score 5). His advisor recommends 40 trees to be planted as a complementary action. Farmer decides to plant 40 trees and makes a claim for payment.

Payment Type	Amount	Rate		Totals
1. Participation Payment	1,200	-		€1,200
2. Environmental payment				
Field A	3 ha	€225 (score 8)	€675	
Field B	4 ha	€175 (score 6)	€700	
Field C	3 ha	€150 (score 5)	€450	
				€1,825
Total year 1 payment				€3,025
3. Complementary actions				
Tree planting	40	€9.20/tree		€368
Total payment				€3,393

Summary table for maximum payments levels:

	Payment type	€ Year 1	€ Year 2
1.	Participation payment	1,200	1,200
2.	Environmental payment scorecards	4,000	4,000
3.	Complementary bonus – late meadow	500	500
	Total annual payments (maximum – 10ha)	5,700	5,700
4.	Supporting actions payment	1,200	
	Totals per year	€6,900	€5,700
	Total average for years 1 and 2	€6,300	

Annex 3 – Existing Schemes and Projects

Participants in the following schemes and projects are not eligible to participate in REAP.

- BRIDE - Biodiversity Regeneration in a Dairying Environment
- Blackstairs Farming Futures (BFF) Sustainable farming project in the Blackstairs Mountains
- The Duncannon Blue Flag Farming & Communities Scheme
- Caomhnú Árann
- The Conservation of Breeding Curlew in Ireland
- A Sustainable Agricultural Plan for the MacGillycuddy Reeks - Conservation and restoration of Upland Habitat in the MacGillycuddy Reeks
- Farming Rathcroghan Project- Sustainable Farming in the Rathcroghan Archaeological Landscape
- Protecting Farmland Pollinators
- Inishowen Upland Farmers Project
- Mulkear EIP-Innovation, Technology & KT for Farmer Led Enhancement of Water Quality, Instream Habitat and Riparian Management in the Mulkear Catchment
- Locally Led Scheme for the Conservation of the Hen Harrier
- Pearl Mussel Project – Farming for nature in a vibrant rural economy.
- Sustainable Uplands Agri-environment Scheme (SUAS)
- Allow Project - Duhallow Farming for Blue Dot Catchments
- North Connemara Locally Led Agri-environmental Scheme
- Organic Farming Scheme
- Burren Programme

Annex 4 – Penalty Details

Issue	Sanction
Failure to complete compulsory core training requirements with advisor.	Termination of the contract and full recoupment of any payments issued.
Failure to attend additional training as stipulated during the project term	10% reduction in all payments for the year concerned.
The cultivation of semi natural grassland or old permanent pasture to put in a multi species ley	Termination of the contract and a full recoupment of any payments issued.
Scoring assessment not submitted to GLAM by deadlines set down by DAFM	A 5% penalty will apply to the environmental payment where the relevant deadline is not met. An additional 5% penalty shall apply for each week's delay (or part thereof) up to a maximum of 4 weeks. If scoring assessment is not uploaded to GLAMS within 4 weeks (28 days of relevant deadline) a 100% penalty shall apply to the environmental payment.
Cross-compliance - Baseline breach in "project field/parcel"	100% of REAP payment in relevant year
Complementary actions: (i) Complementary actions claimed for payment not delivered in accordance with the specification requirements (ii) Complementary action not managed/maintained in accordance with the specification (iii) Relevant documentary evidence: geotagged photographs/receipts/invoices/seed labels/provenance certificates not submitted when requested	(i) Reduce REAP payment by monetary equivalent of the numbers/lengths claimed but not delivered (as per specification requirements) (ii) 10% penalty to complementary actions payment for not managing action as required in the specification (iii) No payment for the relevant action where documents/evidence not received. A 5% penalty shall apply to the complementary actions payment where documents/evidence is not received within the timeframe requested by DAFM.
Late meadow bonus payment: (i) Late meadow bonus claimed for payment not delivered in accordance with the specification requirements (ii) Relevant evidence: geotagged photographs not submitted within 5 days of mowing meadow	(i) Reduce REAP payment by monetary equivalent of the area claimed but not delivered (as per specification requirements) (ii) No bonus payment for the late meadow where geo-tagged photograph is not received within the timeframe requested by DAFM.
The services of a Department approved advisor are discontinued any point during the contract.	Termination of the contract and a full recoupment of any payments issued. However, an applicant may change advisor if approved by the REAP section of the Department.
Assessment of Scores overclaim/underclaim*	If the field scores claimed by a participant and their advisor on GLAMS, exceeds the score assessed by DAFM, the score as assessed by DAFM shall be paid on. (Similarly, if the score as assessed by DAFM is higher, the score as assessed by DAFM shall be

	<p>paid on).</p> <p>If the overall holding level score claimed by a participant and their advisor, results in a potential monetary overclaim of greater than 20% compared to the DAFM assessed scores, a penalty may apply equal to the monetary value of the overclaimed amount.</p>
Failure to engage in requests for feedback by the project team.	Termination of the contract and a full recoupment of any payments issued.
Failure by the REAP participant to submit a BPS application.	Termination of the contract and a full recoupment of any payments issued.
Where the Basic Payment application is submitted after the closing date for receipt of applications under that scheme and attracts a late submission penalty	The payment claim under REAP shall also have the same level of penalty for late submission applied.
Conditions are created to maximise payments or if false or misleading information is provided in respect of REAP through the application, payment claims or otherwise.	The application may be rejected from REAP with all payments recovered. The case will be considered in respect of severity, extent, duration and re-occurrence.

Penalties/reductions for Over-declaration of Area under REAP

Definition of Claimed Area

The claimed area in any year is the area claimed on GLAMS. For existing “whole parcels” this will be the Maximum Eligible Area (MEA), for part parcels (new fields on GLAMS) this will be the digitised area less relevant deductions for ineligible areas as per BPS requirements.

Differences Between Claimed Area and Area Found

Where the area claimed is greater than the eligible area found, the rules regarding payment and penalties will be applied in accordance with Commission Regulation (EU) No 640/2014, as outlined below:

If there is a difference between the claimed area and the area found, the calculation will be based on the lower of the two. If the difference is less than 3% of the area found, payment will be on the area found. However, if the difference is greater than 3%, penalties as outlined in Table1 below will be applied.

Table 1

Difference between the number of eligible hectares found and the number of hectares declared on GLAMs	Level of Reduction/Exclusion
Difference greater than 3% but not more than 20% of area found.	Payment is based on the number of eligible hectares reduced by twice the difference between the number of hectares found and number of hectares claimed.
Difference greater than 20% of area found.	No payment for the year in question.
Greater than 50%.	No payment is made for the year in question. In addition an administrative fine amounting to the difference between the number of hectares found and the number claimed will be offset against any EU payment due to the applicant during the course of the three calendar years following the year in which the determination is made.

Annex 5 – Scorecard Requirements

1. To use the Low Input Grassland scorecard, (LIG), the following criteria must be met:
 - Any privately owned, leased or rented enclosed grassland field
 - Land receiving low inputs of chemical and organic Nitrogen fertiliser (less than 40kgN/ha) can be selected.
 - A suitable field (pasture or meadow) should have a minimum of 2 non-grass indicator species (from positive indicators list on scorecard).
 - The cover of ryegrass must be low (less than 30%).
 - Fields must be predominantly in grass and must not contain heather.
 - Fenced field margins (where scored) must be established on or before the 15th of July, and prior to advisor assessment (whichever is sooner).
2. To use the Multi Species Ley scorecard, (MSL), the following criteria must be met:
 - (i) Select an enclosed field where there is an existing mixed species legume ley, managed either for grazing or silage.

Or
 - (ii) Select an enclosed ryegrass field where you wish to reseed. Fields where there is a risk of soil erosion or runoff during establishment should not be used. Choose fields that do not have a burden of weeds/control weeds prior to reseeding. Existing species rich/low input grassland are not eligible for reseeding with multi-species ley

A 2m gap (unsprayed/uncultivated) should be kept between the field boundary (i.e. hedge, boundary fence) and the start of the reseed. The crop must be established (and assessment submitted on GLAM) before August 15th in 2021.

Establish a mixed ley of grasses, legumes and herbs. The highest scores are achieved for a diverse mix containing at least 7 legumes/herbs in the mix e.g. certified red clover, certified late flowering red clover, certified birds foot trefoil, Sainfoin, chicory, Sheep's parsley forage herb, yarrow forage herb, ribwort plantain, Salad burnet, alsike clover, sweet clover.

Similarly to LIG, any fenced field margins (where scored) must be established on or before the 15th of August 2021, and prior to advisor assessment (whichever is sooner).

Note that any reseeding for the purposes of establishing Multi-Species Leys must conform to the requirements of the EIA Agriculture Regulations. The cultivation of semi-natural grassland or old permanent pasture to put in a multi species ley is prohibited and will result in rejection from the scheme. DAFM may require a geo-tagged photo of the field before cultivation.