

Terms and Conditions of the

National Dairy Beef Welfare Scheme

Introduced by the

MINISTER FOR AGRICULTURE, FOOD AND THE MARINE

CLOSING DATE 2 May 2023 at 23.59.

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

www.gov.ie/agriculture

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2021/1755 of the European Parliament and of the Council of 6 October 2021 establishing the Brexit Adjustment Reserve.

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1. General Outline and Legal Basis

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

2. General Provisions

- 2.1 The National Dairy Beef Welfare Scheme is to be of one year's duration.
- 2.2 The Scheme shall be administered by the Department and shall operate throughout the State in respect of eligible herds.
- 2.3 The principle of costs incurred, and income foregone shall apply.
- 2.4 Participation in the Scheme is voluntary.

3. Definitions

For the purpose of the Scheme:

- 3.1 "The Department" shall mean the Department of Agriculture, Food and the Marine.
- 3.2 "Minister" shall mean the Minister for Agriculture, Food and the Marine.
- 3.3 "Farmer" shall mean a natural or legal person, or a group of natural or legal persons, whatever legal status is granted to the group and its members by national law, who has a herd number issued by the Department of Agriculture, Food & the Marine and who exercises an agricultural activity.
- 3.4 For the purpose of this Scheme, **Registered Farm Partnership** means a partnership which
 - a. operates in accordance with the Partnership Act 1890
 - b. is operative for the period of the participation of this Scheme, and
 - c. is entered in "The Register" of Farm Partnerships

- 3.5 "Holding" shall mean all the production units managed by a farmer during 2023 and subsequent years and situated within the territory of the Republic of Ireland.
- 3.6 "Applicant" shall mean a farmer or farm partnership who applies for participation in the National Dairy Beef Welfare Scheme. An applicant may submit only **one** such application.
- 3.7 "Herdowner" or a person, who has applied for a herd number, means the nominated company or entity or person(s) associated with a specific herd number to whom any payments are made. The "keeper" role is classified as a non-financial role and therefore it is not possible to make payments to "keepers".
- 3.8 "Dairy-Beef" shall mean the National Dairy Beef Welfare Scheme.
- 3.9 "BISS" shall mean Basic Income Support for Sustainability.
- 3.10 **"Application**" shall mean an application for a contract under Dairy-Beef in accordance with the Terms and Conditions set out herein.
- 3.11 "ICBF" shall mean the Irish Cattle Breeding Federation.
- 3.12 "Agents" shall include ICBF for the purposes of this scheme.
- 3.13 "AIM" shall mean the Department's Animal Identification and Movement system.
- 3.14 "Dairy breed" shall mean any of the following breeds: Angler Rotvieh (Angeln)-Rod-dansk maelkerace (RMD), Ayrshire, Armoricaine, Blue Albion, Bretonne Pie-Noire, Brown Swiss, Fries Hollands (FH), Francaise frisonne pie noire (FFPN), Friesian-Holstein, Holstein, Black and White Friesian, Red and White Friesian, Frisona Espanola, Frisona Italiana, Zwartbonten van Belgie/Pie noire de Belgique, Sortbroget dansk maelkerace (SDM), Deutsche Schwarzbunte, Schwarzbunte Milchrasse (SMR), Groninger Blaarkop, Guernsey, Jersey,

Malkekorthorn, Normande, Norwegian Red, Swedish Red, Danish Red, Reggiana and Valdostana Nera, Itasuomenkarja, Lansisuomenkarja, Rotbunt,

Pohjoissuomenkarja, Blended Milking Shorthorn (MS), Lakenvelder (LV) and Lithuanian Black and White (LJ).

4. Objective of the Scheme

The objective of the National Dairy Beef Welfare Scheme is to support decision making on farms through better quality data on herd performance and to increase the economic and environmental efficiency of the beef from the dairy herd, and to facilitate further the integration of the dairy and beef sectors by providing support for farmers who are rearing progeny from the dairy herd.

5. Conditions for the Grant of Aid

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

6. Eligibility

An eligible applicant shall:

- 6.1 be aged eighteen years or over on date of submission of the application for participation.
- 6.2 be the holder of an active herd number with Herd Owner Status. Herd Keeper is not acceptable.

6.3 be farming a holding in respect of which a valid Basic Income Support for Sustainability application is submitted in 2023 to the Department.

An eligible calf shall mean a calf which:

- 6.4 Was born between 1st July 2022 and 30th June 2023.
- 6.5 Is a male calf of a dairy breed, and/or a male or female calf sired by a beef breed sire born to a dairy breed dam.
- 6.6 Is at least 12 weeks of age at the time of weighing and has been registered on the holding s/he is being weighed on for a minimum of 10 days prior to the date of weighing.
- 6.7 Is in the ownership and possession of the applicant and maintained on the holding.
- 6.8 Is alive at the time of weighing.
- 6.9 Has been tagged and registered with the Department's Registration Agency, Clonakilty, Co. Cork within 27 days of birth in accordance with EU Regulation 1760/2000. Failure to register a calf within 27 days of birth will result in the animal being ineligible for payment. It is the farmer's responsibility to ensure that the registration is received by the Registration Agency within 27 days of birth.

7. Obligations of the Scheme

There is only one action required under the scheme.

7.1 Required Action: Weighing and Submission of Weights to ICBF.

Participants must weigh a <u>minimum of five eligible</u> calves and submit weights to ICBF. From 01 May 2023, all weights should be submitted within 7 days of weighing and no later than 5.30pm on 01 November 2023.

If you are recording weights online/electronically the weights <u>must be recorded</u> in the ICBF database by 5:30pm on 01 November 2023. Electronic submission

includes the ICBF website, ICBF weight recording app, farm software and any thirdparty applications that link to the ICBF database.

If you are submitting weights by post, the forms <u>must be received</u> by ICBF by 5:30pm on 01 November 2023.

Participants should carefully read Annex 1 for further details on this action.

Payment Calculation

The payment rate is up to €20 per eligible calf weighed up to a maximum of **50** calves in total.

In the event of oversubscription, a linear reduction may be applied.

If data is deemed to be unusable as a result of failure by an applicant to comply with these Terms and Conditions, payment may be withheld. Only one payment will be made per calf.

8. Application Procedure

- 8.1 Applications can only be made using the online facility at www.agfood.ie.

 Applicants not already registered for the Department's online services will need to register first at www.agfood.ie.
- 8.2 Applicants must ensure their application is correct and that they have selected the correct options prior to submission as errors and omissions **cannot** be rectified afterwards.

Farmers or Agents need to ensure they click on the "submit" button to actually submit their application prior to exiting the system. Failure to click on the "submit" button will mean your application has NOT being submitted.

8.3 An application to join the Scheme will only be accepted up to 23.59 on Tuesday 2 May 2023. Applications can be accepted after this date, but late penalties will apply – see 8.4 below.

8.4 Late Applications

There is a 25-calendar day period after the 2nd May 2023 closing date for the acceptance of late applications and any necessary supporting documentation. However, deductions to payments at a rate of 1% per working day in respect of National Dairy Beef Welfare Scheme will apply to late National Dairy Beef Welfare Scheme applications which are received during this period (see table following). Applications after the 25 days period are ineligible.

Deductions for Late Applications

Day	Date	Month	% Reduction to apply per working day	No of Calendar days	Day	Date	Month	Reduction to apply per working day	No of Calendar days
Tuesday	2	May	Closing Date	N/A					
Wednesday	3	May	1%	1	Tuesday	16	May	10%	14
Thursday	4	May	2%	2	Wednesday	17	May	11%	15
Friday	5	May	3%	3	Thursday	18	May	12%	16
Saturday	6	May	4%	4	Friday	19	May	13%	17
Sunday	7	May	4%	5	Saturday	20	May	14%	18
Monday	8	May	4%	6	Sunday	21	May	14%	19
Tuesday	9	May	5%	7	Monday	22	May	14%	20
Wednesday	10	May	6%	8	Tuesday	23	May	15%	21
Thursday	11	May	7%	9	Wednesday	24	May	16%	22
Friday	12	May	8%	10	Thursday	25	May	17%	23
Saturday	13	May	9%	11	Friday	26	May	18%	24
Sunday	14	May	9%	12	Saturday	27	May	18%	25
Monday	15	May	9%	13	Sunday	28	May	Closed	

9. Administrative and Compliance Checks

- 9.1 All applications for support and payment claims will be subject to administrative checks, crosschecks with relevant databases (including AIM), and any other controls deemed necessary, before payments are made under the Scheme.
- 9.2 Applicants shall facilitate such administrative and on-the-spot checks as the Department deems necessary. On-the-spot checks will be carried out at farm level to ensure compliance with the requirements of the Scheme as required.
- 9.3 No payment shall be made in favour of beneficiaries where the Department establishes that they have artificially created the conditions required for obtaining such payments with a view to obtaining an advantage contrary to the objectives of the Scheme.
- 9.4 No National Dairy Beef Welfare scheme payment will be made unless all BVD Persistently Infected (P.I.) animals born prior to 01 January 2023 have a date of death recorded on the Animal Identification and Movements (A.I.M.) system prior to 31 March 2023.

10. Payments under the Scheme

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

The Scheme is funded by the Brexit Adjustment Reserve Fund under Regulation (EU)

2021/1755 of the European Parliament and of the Council of 6 October 2021 establishing the Brexit Adjustment Reserve.

Payments under National Dairy Beef Welfare Scheme shall comply with EU State aid rules applicable to enterprises engaged in agricultural production under Commission Regulation (EC) No. 1408/2013 (de minimis regulation). In accordance with that Regulation, the total amount of de minimis aid granted to a single undertaking shall not exceed €20,000 over any period of 3 fiscal years.

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

11. Review and Appeal System

In cases where payment is withheld, applicants will be given 21 working days after formal notification in which to seek a review by the Department. Any request for a review should clearly set out the grounds for a review and should be accompanied by supporting documentation where appropriate. The applicant will be informed in writing of the outcome of that review. This initial review shall be without prejudice to the right to any subsequent appeal to the Agricultural Appeals Office.

12. Force Majeure

12.1 Where a beneficiary is unable to continue complying with the requirements of the Scheme for reasons beyond his/her control a case may be made under Force Majeure to terminate participation in the Scheme. In such cases the applicant, or his or her representative, should inform the Department of Agriculture, Food and the Marine, Beef Schemes Section, Old Abbeyleix Road, Portlaoise, Co. Laois, R32 RPA6 in writing, with relevant evidence, within fifteen working days from the date on which the beneficiary or the person entitled through them, is in a position to do so.

- 12.2 Without prejudice to the actual circumstances to be taken into consideration in individual cases the following categories of *force majeure* may be recognised:
 - death of the beneficiary,
 - long term professional incapacity of the beneficiary,
 - expropriation of all or a large part of the holding if that expropriation could not have been anticipated on the day of lodging the application,
 - a severe natural disaster gravely affecting the holding,
 - the accidental destruction of livestock buildings on the holding,
 - an epizootic or a plant disease affecting part or all of the beneficiary's livestock or crops respectively.

13. Partnerships

- 13.1 Applicants in a Farm Partnership registered with the Department are eligible to apply for the Scheme. The application must be made using the applicants individual herd number. Payment will issue to the Registered Farm Partnership Number. A maximum threshold of 50 eligible calves for the National Dairy Beef Welfare Scheme will apply to a Single herd Registered Farm Partnership. A maximum threshold of 100 calves (i.e., 50 eligible calves multiplied by 2) will apply to a Multi herd Registered Farm Partnership of two herds. A maximum threshold of 150 eligible calves (i.e., 50 eligible calves multiplied by 3) will apply to a Multi herd Registered Farm Partnership of three or more herds. Each partner shall deliver all the requirement related to their holding. All partners are jointly and severally responsible for delivery of the National Dairy Beef Welfare Scheme.
- 13.2 Farmers in a Farm Partnership registered with the Department are eligible to apply for the Scheme.

13.3 Each partner shall deliver all the commitments related to their holding. All partners are jointly and severally responsible for delivery of Dairy-Beef requirements.

14. Inspections

- 14.1 The Minister reserves the right to carry out inspections at reasonable times of any land, premises, plant, equipment, livestock and records of applicants.
- 14.2 In submitting an application, applicants agree to permit officials or agents of the Department to carry out on-farm inspections which may include the weighing of animals for the purposes of data validation, with or without prior notice at any reasonable time(s) and without prejudice to public liability.
- 14.3 If an on-farm inspection cannot be carried out through the fault or action of the farmer or his/her representative, the application shall be rejected resulting in no payment.
- 14.4 When notified of an on-farm inspection, the applicant should arrange to be present for the inspection or have a representative nominated in his/her place to assist the inspecting officer.
- 14.5 Every on-the-spot (ground) inspection will be the subject of a report and the applicant or his/her representative will be given an opportunity to sign the report indicating his/her presence at the inspection and to add his/her observations if he/she so wishes. Signing this document does not imply that the applicant or his/her agent accepts the inspection findings.

15. Responsibility of Applicant

15.1 It shall be the responsibility of the applicant to familiarise him/herself with the Scheme's Terms and Conditions and with the consequences for breaches of the Scheme requirements.

- 15.2 The approval or payment of aid under the Scheme does not imply the acceptance by the Minister of any responsibility as regards the obligations undertaken by the applicant.
- 15.3 The applicant must maintain a record to demonstrate the completion of the actions carried out under the Scheme.
- 15.4 The applicant must retain all receipts, documentation and other evidence to prove compliance with the scheme action for the duration of participation in the Scheme.
- 15.5 The record must be made available on request for inspection and administrative checks by the Department see section 22 below.

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

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

17. Review of Financial Aids

17.1 The Minister reserves the right to restrict the availability of the Scheme and to vary, where occasion so demands, the amount of financial aid wherever specified in the Scheme.

17.2 The obtaining of aid or the attempt to obtain aid under the Scheme by fraudulent means by the applicant or others acting alone or together may render such persons liable to prosecution.

18. Conditions of payment

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

19. Data Protection

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

20. Further Conditions

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

21. Interpretation

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

22. Records

All applicants accepted into the scheme must maintain a record of all compliance actions. It is essential that the record and any associated documents are retained and updated to reflect the completion of actions undertaken by applicants under the scheme.

Annex 1.

Action 1. Weighing and Submission of Weights to ICBF. Process for recording weight data as part of Dairy-Beef.

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

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

Rental Model.

If availing of the Rental model for weight recording, then please use the central booking facility to book the scales. Details can be found on www.weighing.ie.

- Participants operating the rental model for their weight recording service, should only use the rental scales for their animals. This is to minimise potential disease risk associated with the movement of equipment from farm to farm.
- When collecting scales from the field service agent, you will be required to pay a rental charge for the day and undertake to comply with the set requirements for use of the rental scales. NB Failure to comply with the requirements for use of the rental scales may lead to your data being deemed unusable and consequently your payment is at risk. Each set of scales includes; (i) a clock which registers the weights of the animals, (ii) a set of weigh beams, which weighs the animal and then registers the weight with the clock and (iii) a portable platform, which is to be placed on the floor of the crush to carry out the weight recording process. All the material is portable. Please note that a step by step guide on how to carry-out the weight recording process on the farm, including the assembly of the relevant material, is available on the ICBF and field service agent's websites.

 In terms of recording weights of calves, herd-owners are encouraged to use electronic options to record this data as this will ensure more accurate and timely recording of the data. Electronic options include apps, ICBF webpage and Farm Software.

If you are recording the data by paper, you must use the weight recording sheet provided by ICBF. This can be printed off from the participant's ICBF user account or ordered directly from ICBF in advance of the weight recording visit. Please complete all relevant information on the sheet. This includes (i) the unique registration number of the rental scales/tick box to indicate that rental scales were used, (ii) the date of the event, and (iii) weights of calves, recorded as part of the event. The information must then be posted to ICBF for manual data keying.

- In terms of weight recording, herd-owners must record animals one at a time,
 i.e., one animal on the platform at a time.
- Please note that Dairy-Beef payments will only be made on weight records
 recorded and validated on the ICBF database. All records should be submitted
 within 7 days of the completion of the weight recording process. If weight
 records are deemed unusable as a result (inter alia) of failure to comply with
 the requirements for use of the scales, then payment may not issue under the
 Scheme.
- All scales must be returned in a fully clean and operational state, in accordance with the rental T&Cs.

Owned, borrowed or using a third-party service provider's scale.

- If you own a set of scales (either existing or new) and plan to use them (or lend them to another person) for the purpose of Dairy-Beef, then you must preregister the scales before the weight recording event.
- To register scales, please go onto the ICBF website (www.icbf.com) and register the scales using the "Registration of scales for Dairy Beef" input screen. We encourage you to complete this process electronically. Alternatively, you can contact ICBF to register scales.
- For the purpose of registration of scales, the following information will be requested; (i) Name and address of owner of scales, (ii) scales manufacturer,

- (iii) indicator model, (iv) indicator serial number, (v) year of purchase and (vi) acknowledgement that the scales are in good working order.
- DAFM and its agents (i.e. ICBF) reserve the right to inspect scales as part of Dairy-Beef. In circumstances where scales are not deemed to meet minimum validation criterion regarding accuracy of weight recording, such scales will be deemed ineligible for use in the scheme.
- Once the registration of scales is complete, a unique "Dairy Beef scales registration number" will be issued. This number must be used and/or referenced (depending on data recording option) when recording any weight data for animals as part of Dairy-Beef. Please note that without this number, you will not be able to submit cow and calf weight data as part of Dairy-Beef and therefore will not receive any payment from the scheme.
- Herd-owners using scales that are sourced from a third-party service provider must, for inspection purposes by either DAFM or ICBF, retain documentary evidence establishing the scales procurement. This document must at a minimum record the ICBF registration number of the scales, the name and signature of the person to whom the scales are registered, the name and signature of the person borrowing the scales, the date they were borrowed and the date they were returned. A sample template document is available in Annex 1A.
- Herd-owners using scales that are sourced from a third-party service provider
 must ensure that the scales are clean and disinfected before and after use to
 minimise any potential disease risk from the movement of equipment
 between farms.
- When recording weights of calves, herd-owners are encouraged to use electronic options to record this data as this will ensure more accurate and timely recording of the data. Electronic options include apps, ICBF webpage and Farm Software.
- If you are recording the data by paper, you must use the weight recording sheet provided by ICBF. This can be printed off from the participant's ICBF user

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

- In terms of weight recording, herd-owners must record animals one at a time,
 i.e., one calf on the platform at a time.
- Please note that Dairy-Beef payments will only be made on weight records recorded and validated on the ICBF database. All records should be submitted within 7 days of the completion of the weight recording process. If weight records are deemed unusable as a result (inter alia) of the scales used being unfit for purpose, then payment may not issue under the Scheme.

party. ICBF Scales Registration Number: Name of Owner: **Address of Owner:** Signature of Owner: Name of Dairy-Beef participant using scales: Address of Dairy-Beef participant using scales: **Signature of Dairy-Beef participant using scales:** Date scales taken: Date scales returned:

Annex 1A. Sample document for use by applicant sourcing scales from a third

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

Data Protection Notice

General Data Protection information applicable to all Department of Agriculture, Food and the Marine customers is available here:

https://www.gov.ie/en/organisation-information/ef9f6-data-protection/

Information specific to the personal data being collected:

The following data is specific information in relation to the personal data processed for

1. Specified purpose:

The personal data sought from the data subject is required for the purpose of making an application under the National Dairy Beef Welfare Scheme. Failure to provide all the personal data required to facilitate the processing of the application, including data testing, under the scheme will result in DAFM being unable to process the application.

2. Legal basis:

The National Dairy Beef Welfare Scheme is implemented pursuant to the Ministers and Secretaries Acts 1924 and is operated by DAFM.

The Department may, for the purpose of aiding administrative efficiencies, use existing customer data for other purposes. The use of the data in this way is considered compatible with its original purpose of collection.

3. Recipients:

The Irish Cattle Breeding Federation (ICBF) – as a Data Processor to DAFM.

Capita Customer Solutions – as an approved sub processor of ICBF.

4. Transferred outside the EU:

Information provided in support of an application under the National Dairy Beef Welfare Scheme is not currently transmitted outside of the EU.

5. Retention Period:

The data submitted in support of the application by the data subject under National Dairy Beef Welfare Programme will be retained by DAFM for 7 years plus the current scheme year in line with the purposes for which it was collected.

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

6. Data provision being statutory or contractual obligation:

The data provided for this purpose is being requested under the requirements of The National Dairy Beef Welfare Scheme and if the customer chooses not to provide this information their application for the National Dairy Beef Welfare Scheme cannot proceed

7. Automated Decision Making, including profiling

Personal data provided in the submission of an application under the National Dairy Beef Welfare Scheme will be processed automatically for the purpose of the efficient running of the scheme, and the timely payment of participants.

Automated decision making will also be used for the purposes of selecting participants for inspection in accordance with the scheme terms and conditions.

Profiling may be used for the purpose of ranking applicants for inspections and informing policy decisions.

8. Information from Third Party:

Information from third parties will be received from Irish Cattle Breeders Federation (ICBF) & any approved subcontractors in relation to applicants under the National Dairy Beef Welfare Scheme. This will form part of the Data Processing Agreement with ICBF.

Capita Customer Solutions are a sub processor of ICBF and will be receipt of this data as per the terms of their processing agreement.

9. 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