



Terms and Conditions
of
ACRES¹ Training Scheme (ATS)
Introduced by the
MINISTER FOR AGRICULTURE, FOOD AND THE MARINE

In implementation of
Council Regulations (EU) No 2021/2115 and 2021/2116 of 2 December 2021,
Commission Delegated Regulation (EU) 2022/1172 of 4 May 2022 and
Commission Implementing Regulation (EU) 2022/1173 of 31 May 2022

June 2023

Payments in relation to ACRES Training Scheme will be co-funded by the National Exchequer and the European Agricultural Fund for Rural Development (EAFRD) of the European Union under Ireland's CAP Strategic Plan 2023 - 2027

¹ ACRES = Agri-Climate Rural Environment Scheme



The Department has prepared this document as an aid to ensure that ACRES Trainers and Participants are aware of the requirements and conditions attached to the training scheme concerned and to assist in training farmers in environmental practices and standards for the Agri-Climate Rural Environment Scheme (ACRES).

All applications to hold courses must be submitted by ACRES Trainers and, in creating any such course, the applicant accepts that he/she is familiar with the Terms and Conditions outlined in this document and will comply fully with them.

As there is a mandatory requirement on ACRES participants to attend an ACRES Training Course* in the first year of their participation in ACRES, their application for, and subsequent participation in, ACRES implies acceptance of the Terms and Conditions outlined in this document and requirement for full compliance with them.

If ACRES Trainers or course attendees have any queries in relation to their courses, please telephone 053-9163425 or contact acrestraining@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.

***IMPORTANT NOTE:**

The satisfactory attendance of an ACRES participant at the mandatory course provided under this ACRES Training Scheme fulfils the Core requirement at Section 6.4 of the ACRES Terms and Conditions, which is:

6. Core Requirements

All farmers participating in the ACRES must comply with the following list of mandatory scheme conditions:

6.4 Attendance at a training course (ACRES Training) is mandatory in the first year of participation in Scheme. This is to facilitate knowledge transfer and acquisition of information on specific actions, complemented by on-line demonstrations/advice on good environmental practices.

Attendance at courses provided under this ACRES Training Scheme **DOES NOT** fulfil the requirement in Section 6.5 of the ACRES Terms and Conditions which is:

6.5 Participants in the ACRES CP approach must attend any additional mandatory training – up to a maximum of 5 mandatory training courses over the period of the contract -as organised by the ACRES CP Teams.

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IMPORTANT: THIS BOOKLET HAS BEEN PREPARED AS AN AID TO ACRES TRAINERS AND PARTICIPANTS, BUT THE GOVERNING EU REGULATIONS INCLUDING RELEVANT SECONDARY LEGISLATION, AS WELL AS IRELAND'S CAP STRATEGIC PLAN, FORM THE DEFINITIVE BASIS FOR THE ADMINISTRATION OF THE SCHEME IN QUESTION, PARTICULARLY WITH REGARD TO ELIGIBILITY AND, WHEN NECESSARY, ANY PENALTIES THAT MAY BE APPLIED.

1. General Outline and Legal Basis

- a) These are the administrative provisions for the implementation of the Scheme known as the ACRES Training Scheme ('ATS') drawn up in accordance with the CAP EU Regulations 2021/2115, 2021/2116 including relevant secondary legislation, as well as the CAP Strategic Plan, the Strategic Environmental Assessment, and Appropriate Assessment.
- b) This document constitutes the framework for the application of the detailed rules contained in Commission Delegated Regulation (EU) 2022/1172 of 4 May 2022 and Commission Implementing Regulation (EU) 2022/1173 of 31 May 2022.
- c) These Terms and Conditions only apply to applications for training courses submitted under the ACRES Training Scheme.

2. General Provisions

- a) The ACRES Training Scheme shall be administered by the Department of Agriculture, Food and the Marine (DAFM) and is delivered by a network of approved ACRES Trainers.
- b) The scheme is jointly funded by the European Union and the National Exchequer under the CAP Strategic Plan 2023-2027.

3. Definitions

For the purpose of the ACRES Training Scheme:

- a) 'ACRES' shall mean the Agri-Climate Rural Environment Scheme approved by the European Commission as a measure included in Ireland's CAP Strategic Plan 2023-2027.
- b) 'ACRES CP' shall mean the ACRES Co-operation Project which is one of the approaches within ACRES.
- c) 'ACRES Specifications' means the detailed specifications drawn up by the Department of Agriculture, Food and the Marine for the delivery of actions under ACRES (Specifications may be found at www.gov.ie/ACRES)
- d) 'Agency' shall be an entity to which an ACRES Trainer must be linked, and to which payment will be made.
- e) 'ATS' shall mean the ACRES Training Scheme approved by the European Commission as a measure included in Ireland's CAP Strategic Plan 2023-2027.
- f) 'ATS system' shall mean the online system developed and made available by the Department for the purposes of creating and confirming courses to be held under the ATS and for provision of required associated documentation.
- g) 'Attendee' is an ACRES participant whose attendance at an ACRES Training course has been confirmed and verified.

- h) 'Beneficiary' shall mean registered Approved ACRES Trainer.
- i) 'BISS' shall mean the Basic Income Support for Sustainability scheme.
- j) 'BPS' shall mean the Basic Payment Scheme.
- k) 'Business ID' shall mean Herd Number or Registered Farm Partnership Number registered with the Department of Agriculture, Food and the Marine.
- l) 'DAFM' shall mean the Department of Agriculture, Food and the Marine.
- m) 'Department' shall mean the Department of Agriculture, Food and the Marine, except where stated otherwise.
- n) 'Eligibility' shall mean elements essential to allow an ACRES Training course to take place, the disrespect of which will nullify any entitlement to payment by the beneficiary (or attendee) for the training course.
- o) 'GCPS' is the DAFM Generic Claim Processing System.
- p) 'Minister' shall mean the Minister for Agriculture, Food and the Marine.
- q) 'Participant' is an ACRES participant who is scheduled to attend an ACRES Training Course.
- r) 'Scheme' shall mean the ACRES Training Scheme unless otherwise stated.
- s) 'Trainer' shall mean an approved ACRES Advisor who has been approved to facilitate ACRES training for ACRES participants and is recorded on the register of ACRES Trainers.
- t) 'Training course' or 'course' shall mean two ACRES Training sessions (one in the morning and the other in the afternoon) on the day of delivery.

4. Description of Scheme

- a) The Agri-Climate Rural Environment Scheme (ACRES) requires all ACRES participants to attend a single compulsory ACRES Training Course in the first year of their participation in ACRES.
- b) The ACRES Training Scheme provides for two types of training courses, namely:
 - i) The compulsory/mandatory course to be undertaken by ACRES participants no later than one calendar year following entry into ACRES; and
 - ii) A voluntary course, one of which may be undertaken by ACRES participants in the third year of their participation in ACRES.
- c) The training will be facilitated by approved ACRES Trainers who will use the Department's ATS system to create training courses, record attendance and submit claims.
- d) The Department reserves the right to add or revoke the approval of an ACRES Trainer.

5. Objectives of Scheme

The objectives of the Scheme are to:

- increase farmers' understanding of climate change, the impact of farming activities on natural resources and the protection of biodiversity at farm level,
- outline how the actions undertaken as part of ACRES will address the environmental, climate and biodiversity related challenges outlined in the SWOT analysis undertaken as part of Ireland's preparation of its CAP Strategic Plan, and
- educate farmers on how to appropriately implement the ACRES actions; thereby equipping them with the knowledge and skills necessary to optimise delivery and continue the ongoing

management of the commitments undertaken; as well as to facilitate the implementation of sustainable farming practices.

6. Trainer Eligibility

To be eligible to participate:

- a) Trainer must be an approved ACRES Advisor AND be registered with the Department as an approved ACRES Trainer.
- b) In order to be approved as an ACRES Trainer, an approved ACRES Advisor must apply on relevant application form, sign Facilitator Agreement (see Appendix II) and attend compulsory DAFM course on the ACRES Training Scheme.
- c) All registered Trainers must be linked to an Agency for payment purposes.
- d) Trainer must be the holder of an active AGT number issued by the Department with Approved ACRES Trainer status.
- e) Trainer must have a current Professional Indemnity Insurance policy.

7. Core Requirements

- a) ACRES Training Courses must be delivered by an approved ACRES Trainer registered with the Department.
- b) The Trainer must create a training course on the ATS system.
- c) The training course must be created at least 7 working days before the planned date of the training course, and must be confirmed, on ATS system, at least 5 working days before scheduled date of course. (It should be noted that Business IDs may be added to course following its confirmation, with such additions allowable up to 5 pm on the evening of the last working day before the course is due to be held.)
- d) Each training course must comprise of two training sessions, each of which is 3 hours in duration, on the day of delivery, and an ACRES participant must attend both sessions of the course on the same day.
- e) The course must be 6 hours duration and must be delivered between the hours of 9.00 and 18.00 on any day during the week except on Sunday, Bank Holidays, Public Holidays or Good Friday.
- f) In exceptional circumstances, where public health restrictions may demand, Trainer may apply to the Department for permission to deliver one of the sessions on-line via an appropriate secure platform and such course must not be held without the **prior** approval of the Department.
- g) In-person training for one of the sessions, either morning or afternoon, must be delivered on a host farm. The Trainer may choose to deliver both training sessions on the host farm.
- h) The Trainer must provide, as part of the course, information on the ACRES Specifications for the ACRES actions, with particular reference to those actions being delivered by the attendees on the course and must include what ACRES participants must do to comply with the ACRES Specification for the relevant action(s). Where required, relevant experts may assist in the delivery of training. The Trainer must, however, be present for the entirety of the course.
- i) The maximum number of valid attendees that will be paid per ACRES training course is 30.

- j) There will two Attendance sheets, one for the morning session and one for the afternoon session, both of which must be signed by each attendee.
- k) Every participant in ACRES must attend the mandatory ACRES Training course in their first year of participation in ACRES.
- l) An approved ACRES Trainer will not be considered, for the purposes of ACRES or ATS, as an 'attendee' at a course created and given by him/herself, and if he/she is an ACRES participant in his/her own right, he/she will be required to attend a mandatory ACRES Training course given by a different ACRES Trainer.
- m) The mandatory ACRES Training course to be provided to ACRES participants in their first year of participation in ACRES must be designed to provide:
 - An introduction to the Green Architecture model, the elements within it (conditionality, eco-schemes and ACRES) and how these elements interact with one another;
 - An overview of the challenges to be addressed (environmental, climate and biodiversity);
 - An overview of the agri-environment climate measure, its regulatory basis, the objectives of the scheme and funding;
 - Information on the individual commitments as well as nutrient management, sustainable farming practices, record-keeping, delivery timelines, controls, inspections and sanctions, and
 - An overview of health and safety as part of good farm management.
- n) The voluntary ACRES Training course which may be availed of by ACRES participants in their third year of participation in ACRES must be designed to provide:
 - management and aftercare actions,
 - updates to participants on issues that have arisen or have been identified in relation to compliance with specifications,
 - lessons learned to date on the implementation of the overall (ACRES) scheme, and
 - follow up on any issues identified at initial training and any developments on higher level environmental issues.

8. Application Procedure

- a) All applications to hold an ACRES course must be made via the Department's ACRES online Training system in accordance with these Terms and Conditions.
- b) Access to screens and controls will be as per ATS Training User Access Management Policy.
- c) Only the trainer who created the application will be able to view the application, deliver the course and complete the associated administrative tasks.
- d) The Trainer will create an application to hold a course – the system will allow the Trainer who is creating the application to select an associated agency as the owner, enter the date of course and make the necessary declarations as part of the application; the Trainer is then required to input the Business IDs of proposed attendees and the relevant details (such as times and locations) of each of the sessions, and the Business ID of host farm for relevant session(s). Alternative contact details can be entered.
- e) Each participant must be added by entering the appropriate Business ID that the participant's BPS or [from 2023, BISS] Application was made on. A maximum of 30

- participants are allowed. A participant may not be added to more than one ACRES Training course.
- f) Participants may be added to a course up to 5pm on the evening of the working day before the course is scheduled to be held.
 - g) Any ACRES participant not entered on the ATS system in accordance with d), e) and f) above but who subsequently attends, and signs attendance sheets for, an ATS course will not be paid, nor will the ACRES Trainer be paid, in respect of such attendance. An ACRES participant must satisfactorily attend a valid course in order to fulfil the ACRES requirements.
 - h) If a participant is unable to attend the course for which he/she has initially been added to, he/she must be removed from that course listing before he/she may be added to a different course.
 - i) Participants may be removed by the ACRES Trainer from a course up to half an hour before the start time of the morning training session.
 - j) Two training sessions must be created on each application. Both training sessions must be on the same day. A Trainer may not have more than one course on the same date.
 - k) The training course date must be 7 working days or more from the date of creation of the course.
 - l) Changes to the location, date and/or time of the course may be made up to 5 working days before the course. Any subsequent requests to amend location of course thereafter, but no later than 2 working days before course is due to start, will be considered by Department on a case-by-case basis.
 - m) The training sessions must be confirmed on the ATS system at least 5 working days before scheduled date of course.
 - n) Changes may be made to the list of participants on the system:
 - i. up to 5 pm on the evening of the working day before the course commences where a participant is being added to the course, or
 - ii. up to half an hour before commencement of morning session where a participant is being removed from a course.
 - o) A Trainer will be able to cancel a training course up to 5pm on the last working day before the start time of the morning session.
 - p) In emergency circumstances (for example, issues affecting timing or location of sessions) the trainer may notify the Department of the circumstances and seek advice.
 - q) After the training course has been confirmed on the ATS system and before it has taken place, the Trainer will be able to download two attendance Sheets, one for the morning session and one for the afternoon, each of which will have the approved participants for that particular course and their Business IDs pre-printed on the attendance sheet, and which must be used on the day of the training course.
 - r) After the training course has taken place, the trainer must submit his/her payment claim on the ATS system for monies due to the attendees by making a declaration confirming that the course was delivered, ticking which of the approved attendees for the course attended each session and uploading the signed attendance sheets in respect of each session
 - s) The Trainer has 10 working days from the date of the course to submit the payment claim and attendance sheets on the ATS system.

- t) The attendance records for each course will be reviewed and validated by DAFM administration staff.
- u) Where a recorded attendance is not validated by the Department, the participant in question will be deemed not to have attended. No payment will issue to the ACRES Trainer in respect of non-validated attendees for the purported attendee or in respect of him/her and no claim shall lie against the Department in respect of same by the purported attendee.
- v) The Trainer is responsible for forwarding monies, within 30 calendar days, to those attendees whose attendance has been validated. When all such monies have been paid to those attendees, the ACRES Trainer will then make a declaration to the Department, which will be his/her payment claim in respect of providing the course, by uploading proof of payment form and ticking that all attendees have been paid.

9. Participant responsibilities

- a) Attendees at the ATS courses must be in ACRES.
- b) All participants in ACRES must attend mandatory ACRES Training course in their first year of participation in ACRES.
- c) ACRES participants must attend both the morning and afternoon sessions on the same day i.e. participants cannot attend the morning session one day and the afternoon session on a different day.
- d) If the ACRES contract is in the name of joint applicants/partnership/company, the Herd/Partnership/Company will qualify for only one payment under the ATS. (While it is at the discretion of the ACRES Trainer if he/she is able to accommodate the attendance of more than one person from a particular Business ID at an ATS course, only one payment will issue to, and in respect of, that Business ID and, as stated in Section 7 (i), the maximum number of valid attendees that will be paid per ACRES training course is 30.)
- e) The ACRES participant will only be reimbursed for 1 mandatory ACRES Training course and 1 voluntary ACRES Training course over the lifetime of the scheme. Reimbursement for validated attendances will be paid to the approved ACRES Trainer who must distribute the monies to the attendees.
- f) Training must be attended by the ACRES participant him/herself.

10. Responsibility of ACRES Trainer

- a) It shall be the responsibility of the ACRES Trainer:
 - i. To familiarise him/herself with, and comply with, the Scheme Terms and Conditions and any amendments thereof and with the consequences for breaches of the Scheme.
 - ii. To discharge his/her obligations to provide the necessary training in a professional manner.
 - iii. Keep all necessary records for the proper validation of course attendees and to indemnify the Minister against any claim arising out of the negligence of the beneficiary in delivering the training or processing of payments and recompensing of attendees.
- b) The obtaining of aid or the attempt to obtain aid under any or all of the Schemes by fraudulent means by the Trainer, participant/course attendee or others acting alone or together may, in addition to any scheme penalty, render such persons liable to prosecution.

11. Payments

- a) In accordance with EU Regulation 2021/2115, the ACRES Trainer is the payment beneficiary under the ACRES Training Scheme.
- b) It is the beneficiary's responsibility to ensure they are registered on the Department's Corporate Customer Management (CCM) system and that all relevant payment information is current.
- c) The ACRES Trainer is responsible for reimbursing the attendees within 30 calendar days of issue of payment from DAFM in respect of their attendance at the ACRES Training Course.
- d) Reimbursement per attendee shall be in the amount of €156.
- e) The ACRES Trainer payment shall be €90 per DAFM validated attendee.
- f) The onus is on the ACRES Trainer to provide proof that a participant has attended an approved training course.
- g) The ACRES Trainer must complete the online tick box in respect of each participant.
- h) Scanned copies of both attendance sheets must be uploaded on the ATS system within 10 working days of the completion of the training course.
- i) Information submitted by the ACRES Trainer will be reviewed and verified by the Department.
- j) Only verified attendances will be included in payment calculations.
- k) The training must be attended by, and payment issue to, the ACRES participants themselves.
- l) The Department will inspect a percentage of ACRES Training courses to ensure training is being delivered appropriately. This includes inspection of online courses (if/where the delivery of one of the sessions on-line via an appropriate secure platform has been approved in accordance with Section 7 (f) of these Terms and Conditions). Inspections may take place at any stage of the day on which the training is taking place.
- m) No payment shall be made in favour of beneficiaries for whom it is established by the Department that they artificially created the conditions required for obtaining such payments.

12. Sanctions

- a) Failure to comply with these Terms and Conditions will result in an appropriate penalty/sanction.
- b) Penalties will apply to certain specific breaches of the Schemes and are set out in Appendix I.
- c) Penalties may also apply resulting from administrative checks.
- d) Debts due to the Department arising from overpayments and/or penalties must be paid in full.
- e) If alternative payment arrangements to clear outstanding debts in full are not in place, the Department will recoup the debts from any DAFM payments that become due.
- f) Interest payable at the rate provided for under Statutory Instrument Number 463 of 2003 European Communities (Recovery of Amounts) Regulations 2003 as amended, is applied to debts due to the Department in respect of the ACRES Training Scheme (ATS). Interest is

calculated for the period elapsing between the payment deadline provided in the notification of the (re)payment obligation to the farmer, and either payment or deduction.

- g) Where debts arising from penalties and/or overpayments are not paid or recovered within the period requested, the Department will take whatever action is deemed necessary for their recovery, including legal action.
- h) Joint applicants remain liable for each other's debts or as provided for in a signed partnership agreement.
- i) The Department shall not be responsible where an attendee does not qualify for payment due to the ACRES Trainer and/or attendee not adhering to the Terms & Conditions of the ACRES Training Scheme. The onus is on the facilitator (i.e. Trainer) and participant/course attendee to be aware of and adhere to the Terms and Conditions of ATS.

13. Reviews

- a) In cases where penalties are applied, beneficiaries (that is, the Trainers) will have 20 working days after formal notification in which to request a review of that decision, to the Department and give reasons why any penalty imposed should not be applied. The beneficiary will be informed in writing of the outcome of the Review.
- b) This initial review shall be without prejudice to the right to appeal this decision to the Agriculture Appeals Office, which operates independently of the Department.

14. Right of Entry

The Minister reserves the right to carry out inspections of training courses and enter any land, premises or online system used for the delivery of such training.

15. Review of Financial Aids

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

16. Conditions of payment

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

17. Tax Clearance Requirement

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

18. Information Security

- a) Information and data captured and held on the GCPS database in respect of the ATS will be protected from unauthorised access by adopting the usage of the Departments ISO 27001 policies.

- b) In particular, data will be protected by using the generic Single Sign-On System to provide the authentication for anyone wishing to access ATS on-line system. The ATS Training User Access Management Policy defines the roles and relevant levels of access to the system.

19. Information and Data Protection

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

- i. 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.
- ii. 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.
- iii. 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).
- iv. 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.
- v. The Data Protection Officer can be contacted via the email address dataprotectionofficer@agriculture.gov.ie
- vi. 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.
- vii. 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 information relates to the processing of personal data under the ACRES Training Scheme (ATS). This sets out the ways in which the Department of Agriculture, Food and the Marine (the Department) collects, stores and uses personal data. Such data may be received directly from data subjects, authorised agents acting on their behalf or indirectly from third parties where there is a legal basis to do so. This section should be read in conjunction with the ATS Privacy Notice which will be updated to reflect any data sharing agreements to ensure it accurately reflects the use of the data.

The rights of data subjects may be exercised pursuant to the Data Protection Acts 1988 to 2018 and the General Data Protection Regulation. Further information in respect of data protection may be accessed on the Department’s website: <https://www.gov.ie/en/organisation-information/ef9f6-data-protection/>

19.1 Specified purpose:

The personal data sought from the participant, or previously furnished by you, the participant, is required for the purpose of making an application for the ACRES Training Scheme or for ongoing processing of your participation in the scheme. Failure to provide all the personal data required to facilitate the processing of the application and course, including data testing, under the scheme will result in the Department being unable to further process the application. Failure to adhere to the Terms and Conditions of the scheme may result in the non-payment of monies under the scheme.

The Department will use existing customer data held for the purpose of aiding administrative efficiencies and the use of the data in this way is considered compatible with its original purpose of collection.

The Department will also use data about a customer’s attendance at the mandatory ATS course for the purposes of facilitating the processing of payments 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.

The following is a non-exhaustive list of the current schemes proposed, with this list subject to amendment:

- the Agri-Climate Rural Environment Scheme (ACRES),

- Basic Payment Scheme (BPS),
- Basic Income Support for Sustainability (BISS),

and additional schemes under Ireland's CAP Strategic Plan 2023-2027.

The operation of the Scheme may result in the sharing of data, where required, within the Department. This is to facilitate, among other things, the fulfilment of the obligations placed on Member States, including Ireland, and objectives of the CAP Strategic Plan (CSP). This may cover areas such as management, control, audit and compliance, monitoring and evaluation obligations, and statistical purposes. Sharing will be done in a manner compatible with the purpose for which the data was collected.

19.2 Legal basis:

The ACRES Training Scheme ('ATS') is implemented pursuant to the CAP EU Regulations, including Regulations (EU) 2021/2115 and 2021/2116 of the European Parliament and of the Council and relevant secondary legislation, as well as Ireland's CAP Strategic Plan 2023-2027, its Strategic Environmental Assessment and Appropriate Assessment, and is operated by the Department of Agriculture, Food and Marine. Article 151 (1) of Regulation (EU) 2021/2115 and Article 101 of Regulation (EU) 2021/2116 (Processing and Protection of Personal Data), places a legal obligation on Member States to collect personal data to facilitate the implementation of the CAP Strategic Plan.

Article 6(1)(c) of the General Data Protection Regulation (GDPR) provides for processing where it is necessary for compliance with a legal obligation to which the controller is subject; while Article 6(1)(e) provides for processing where it is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.

The Department may use existing customer data held in a way which is considered compatible with its original purpose of collection, as outlined below. This is for the purpose of aiding administrative efficiencies. The rights of data subjects may be exercised pursuant to the Data Protection Acts 1988 to 2018 and the General Data Protection Regulation.

The purpose of ATS is to receive, analyse and process data from participants or authorised third parties, communicate with them and/or the approved ACRES Trainer who has added him/her to an ATS course and subsequently receive and process the data of the participants in respect of their attendance at an ATS course and make payments to them.

The existing customer data to be used is that submitted for the Basic Payment Scheme (BPS) or, from 2023, for the Basic Income Support for Sustainability (BISS) scheme. BPS is implemented pursuant to EU Regulation 1306/2013, while the regulatory basis for BISS, ACRES and ATS is Regulations (EU) 2021/2115 and 2021/2116 of the European Parliament and of the Council of 2 December 2021 establishing rules on support for strategic plans to be drawn up by Member States under the Common Agricultural Policy (CAP), as well as relevant secondary legislation, the CAP Strategic Plan (CSP) Strategic Environmental Assessment, and Appropriate Assessment.

Personal data is provided by applicants to Basic Payment Scheme (BPS), and provided from January 2023 for its successor scheme BISS, to claim and receive payment under those Schemes and ACRES. The proposed further processing of the personal data for the purpose of the ATS will be done in a manner compatible with the purpose for which the data was collected, e.g. for the making of payment in respect of participation in Schemes administered by this Department funded under the Common Agricultural Policy (CAP) to facilitate, among other things, the fulfilment of the obligations placed on Member States and objectives of the CAP Strategic Plan (CSP). This may cover areas such as management, control, audit and compliance, monitoring and evaluation obligations, and statistical purposes.

19.3 Recipients:

As noted in section 19.2 above, information provided as part of the ATS course may be shared with other Divisions within the Department, for the purposes of processing other related scheme applications in a timely and efficient manner. This sharing shall be done in compliance with the CSP legislative framework and relevant data protection legislation.

Personal data may also be sought from and made available to other Government Departments/Agencies/public bodies/Local Authorities/contracted parties/LIFE Projects, but only where there is a valid legal basis to do so. Anonymised data may also be shared between public bodies to support the achievement of government objectives.

Where appropriate, a Data Sharing Agreement will be put in place. The purpose of this sharing of data is to facilitate, among other things, the fulfilment of the obligations placed on Member States and objectives of the CAP Strategic Plan (CSP). This includes, but is not limited to management, control and audit purposes, monitoring and evaluation purposes, cross compliance controls, controls relating to the legislation underpinning cross compliance and all Rural Development measures, as required by Article 65 of Commission Implementing Regulation (EU) 809/2014 and for the performance of the CAP Strategic Plan as required by Article 128 of Regulation (EU) 2021/2115 of the European Parliament and of the Council. Also, personal information may be released under the terms of the relevant Data Protection legislation in force and the Freedom of Information Act 2014.

Personal data may be used for, among other things, statistical, research and analysis purposes in some circumstances, but will only be done so in compliance with the Data Protection legislation and the legislative measures under the CSP. 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.

As part of this scheme, if you are added to an ATS course, you may be requested by the Department or relevant agents acting on its behalf, to supply data in relation to your participation to the Scheme, and facilitate inspections/assessments, where required for the purpose of assessment, verification,

evaluation or research purposes as provided for under the Regulations (EU Regulation 2021/2115 and EU Regulation 2021/2116). Not to supply such information may invalidate/cancel your participation in the scheme.

19.4 Publication of data:

Article 98 of Regulation (EU) 2021/2116 (Publication of information relating to beneficiaries) obliges Member States (MS) to publish beneficiaries' data in certain circumstances, but not where the amount is less than €1,250.

19.5 Transferred outside the EU:

Information provided in support of an application under the ACRES Training Scheme (ATS) is not currently transmitted outside of the EU.

19.6 Retention Period:

The personal data submitted in respect of the ACRES Training Scheme (ATS) will be retained by DAFM only as long as is necessary 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.

19.7 Data provision being statutory obligation:

The data provided for this purpose is being requested under the requirements of the CAP EU Regulations 2021/2115, 2021/2116 including relevant secondary legislation, as well as the CAP Strategic Plan, its Strategic Environmental Assessment, and Appropriate Assessment. If the customer chooses not to provide necessary relevant information their proposed participation in the ACRES Training Scheme (ATS) cannot be processed further.

19.8 Automated Decision Making:

Personal data provided for attendance at a course under the ACRES Training Scheme (ATS) will be processed automatically for the purpose of the efficient running of the scheme, and the timely payment of attendees. However manual verification of this processing will also take place.

Automated decision making may be used for the purposes of selecting courses for inspection in accordance with the CSP legislative framework and relevant data protection law.

19.9 Information from Third Party:

Data may be provided to DAFM by a third party on behalf of the individual, for example the individual's Agricultural Advisor, where it can be shown that authorisation has been given by the individual for this to take place. CP Teams may also provide information to the Department, as part of their management of the CP Zone in which the ACRES participant's holding lies.

In addition, the Department may be in receipt of data from third parties, to facilitate, among other things, the fulfilment of the obligations placed on Member States and objectives of the CAP Strategic Plan (CSP) and other legislative provisions. This may cover areas such as management, control, audit and compliance, monitoring and evaluation obligations, and statistical purposes.

19.10 Information shared with CP Teams for ACRES CP participants:

The ACRES CP is managed by eight Co-operation Project (CP) Teams, one for each of the eight CP Zones. As part of such management, the CP Teams will receive, analyse, and process data from ACRES CP participants in their respective zones, communicate with them and/or their ACRES Advisors, and subsequently receive and process the data of the approved participants for the duration of their ACRES contracts. The overall objective of the ACRES CP itself is to contribute to a range of objectives as outlined in the CAP. As attendance at an ATS mandatory course is an eligibility requirement for ACRES participants, data, including that participant's personal information (name, contact details, land information) will be shared by the Department with CP Teams, subject to the terms and conditions set out in the contract awarded to the CP Team following a request for tender associated with ACRES Co-operation approach.

19.11 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>

20. Further Conditions

- a) The Minister may at any time lay down further conditions under this Scheme.
- b) The Minister reserves the right to review and, if necessary, to terminate participation in the Scheme and to seek re-imburement of aid paid where non-adherence to the Scheme Terms and Conditions is evident.
- c) The Minister reserves the right to alter from time to time the procedures to be followed in the operation of the Scheme.

21. Indemnity

The ACRES Trainer shall indemnify the Minister for and in respect of all and any claims arising directly as a result of negligence, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud by the trainer. The Minister shall not be liable for any injury, loss or damage to participants/course attendees, nominees, trainers or any third party arising out of participation in this programme.

22. Confidentiality

The ACRES Trainer undertakes to treat all information as confidential and to comply with all directions of DAFM with regard to the use and application of all and any Confidential Information.

23. Interpretation

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

Appendix I
PENALTY SCHEDULE

Administrative	
<i>Type on non-compliance</i>	<i>Penalty</i>
Copies of meeting attendance sheets not uploaded within 10 working days.	A deduction of 5% of fee due to Trainer for course concerned for each working day late up to a maximum of 10 days.
Non-disbursement of monies to all attendees in respect of their attendance at ATS Course within 30 calendar days of issue of payment from DAFM.	A deduction of 5% of fee due to Trainer for course concerned for each calendar day late up to a maximum of 15 calendar days.
Not cancelling course by 5pm on the last working day before the start time of the morning session in accordance with Section 8(n) of these Terms and Conditions but where Department is notified of cancellation of course <u>after</u> 5pm on the last working day before the start time of the morning session but at least one hour before scheduled start time of morning session.	A deduction of 10% from fee due to Trainer in respect of next ATS course(s) to be held by him/her, with the penalty to equate to €9 multiplied by the number of participants on course where notification of cancellation received between 5 pm on the last working day, but at least one hour, before scheduled start time of morning session and Will be nominated for inspection of an ATS course scheduled to be held subsequent to cancelled course.
Signature discrepancies noted on attendance sheets.	The attendance of the person concerned will be deemed ineligible and, if it is the mandatory course, he/she must undertake another training course in order to fulfil the requirement in ACRES and for ACRES payment; No payment will issue for that person, or to the Trainer in respect of that person.
Inspection	
<i>Type of non-compliance</i>	<i>Penalty</i>
Course being delivered is not appropriate to the standard required by DAFM – includes: <ul style="list-style-type: none"> • objectives of the ATS are not met • At least one half of the course is not held on a suitable host farm • Failure of trainer to co-operate with inspection 	Course is deemed invalid; no payment is issued to the Trainer or participants. In the case of a mandatory course, participants must attend another course to meet requirement under ACRES and eligibility for ACRES payment.

<p>Course being delivered is not appropriate to the standard required by DAFM – objectives of ATS are met but minor non-compliances found on inspection.</p>	<p>Warning will be issued when noted at inspection, with a subsequent course to be selected for inspection.</p> <p>If these issues are not rectified on the first follow-up inspection, a 50% penalty is applied to the trainer’s payment, and a future course will be selected for inspection.</p> <p>If there are non-compliances identified at the second follow-up inspection, then a 100% penalty applies and the course is deemed invalid - no payment will issue to the trainer or participants.</p>
<p>Forged signature / fraudulent sign in of participants.</p>	<p>No payment issues to the participant. 100% penalty is applied to the Trainer’s payment for that course.</p>
<p>Course cancelled without notification to the Department or such notification communicated to the Department less than an hour before scheduled commencement time of morning session.</p>	<p>A subsequent ATS course to be inspected and 100% of fee that would have been payable to the Trainer in respect of course cancelled without notification to Department or less than an hour of commencement time to be deducted from fee due to him/her for next ATS course(s) or, if no further ATS courses scheduled by that Trainer, recouped from subsequent DAFM payments due to him/her.</p>
<p>Unsatisfactory attendance by attendee (includes:</p> <ul style="list-style-type: none"> • Arriving late for session. • Leaving session early. • Spending excessive time during session on phone calls or responding to messages.) 	<p>Non-payment in respect of attendance and,</p> <p>if such unsatisfactory attendance is at the mandatory ATS course, requirement to attend another such course to meet requirement under ACRES and eligibility for ACRES payment.</p>

Appendix II FACILITATOR'S AGREEMENT

Information note

The objectives of the ACRES Training Scheme ('ATS'), approved by the European Commission as an intervention included in Ireland's CAP Strategic Plan 2023-2027, are to:

- increase farmers' understanding of climate change, the impact of farming activities on natural resources and the protection of biodiversity at farm level,
- outline how the actions undertaken as part of ACRES will address the environmental, climate and biodiversity related challenges outlined in the SWOT analysis undertaken as part of Ireland's preparation of its CAP Strategic Plan, and
- educate farmers on how to appropriately implement the ACRES actions; thereby equipping them with the knowledge and skills necessary to optimise delivery and continue the ongoing management of the commitments undertaken; as well as to facilitate the implementation of sustainable farming practices.

The training will be delivered to the farmer participants by a network of approved ACRES Trainers.

When facilitating a training course (which includes the arrangement and delivery of the course, enrolment of participants and processing associated payments), the ACRES Trainer ('the Facilitator') will be processing data relating to the participants. The Facilitator must agree to follow certain procedures and agree to certain requirements, as outlined by the Department in the 'Facilitator Agreement' below, the purposes of which are to protect all such personal data. The Facilitator Agreement must be signed by the Facilitator and submitted to the Department at the time of application for approval as an ACRES Trainer, where it will be stamped and dated by the Department, and a copy of the Agreement as signed and stamped will be held on file for audit purposes; a copy of signed form as submitted to the Department should also be retained by the Facilitator for reference and for provision as part of the inspection process.

**ACRES TRAINING SCHEME (ATS)
FACILITATOR AGREEMENT ('Agreement')**

Definitions

In this Agreement the following terms shall have the meanings respectively ascribed to them:

“Data” means all Confidential Information, whether in oral or written (including electronic) form, created by or in any way originating with the Department (including but not limited to his employees, agents, independent contractors and/or sub-contractors) and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Department provided under this Agreement and includes any Personal Data;

“Data Controller” has the meaning given under the Data Protection Laws;

“Data Processor” has the meaning given under the Data Protection Laws;

“Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland;

“Data Subject” has the meaning given under the Data Protection Laws;

“Data Subject Access Request” means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;

“Department’ shall mean the Department of Agriculture, Food and the Marine, except where stated otherwise;

“Personal Data” has the meaning given under Data Protection Laws;

“Processing” has the meaning given under the Data Protection Laws;

“Scheme” means the ACRES Training Scheme.

Requirements and commitments

- A. The Facilitator shall comply with all applicable requirements of the Data Protection Laws.
- B. The Facilitator shall consent to their personal data being processed for the operation of the Scheme. The personal data involved shall be bank account details and confirmation of eligibility to act as a Facilitator for the Scheme.
- C. The Parties acknowledge that for the purposes of the Data Protection Laws, the Department is the Data Controller and the Facilitator will process data for the operation of a Departmental scheme, namely the ACRES Training Scheme. Schedule A sets out the scope, nature and purpose of Processing by the Facilitator, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- D. Without prejudice to the generality of clause A, the Facilitator shall, in relation to any Personal Data processed in connection with the performance by the Facilitator of its obligations under this Agreement:
- 1) process that Personal Data only on the written instructions of the Department;
 - 2) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - 3) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - 4) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Department has been obtained and the following conditions are fulfilled:
 - i. appropriate safeguards are in place in relation to the transfer, to ensure that Personal Data is adequately protected in accordance with Chapter V of Regulation 2016/679 (General Data Protection Regulation);
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. The Facilitator complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and

- iv. The Facilitator complies with reasonable instructions notified to it in advance by the Department with respect to the processing of the Personal Data.
- E. The Facilitator shall promptly notify the Department if it receives a Data Subject Access Request to have access to any Personal Data or any other complaint, correspondence, notice, request any order of the Court or request of any regulatory or government body relating to the Department's obligations under the Data Protection Laws and provide full co-operation and assistance to the Department in relation to any such complaint, order or request (including, without limitation, by allowing Data Subjects to have access to their data).
- F. The Facilitator shall without undue delay report in writing to the Department any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.
- G. The Facilitator shall assist the Department in ensuring compliance with its obligations under the Data Protection Laws with respect to security, impact assessments and consultations with supervisory authorities and regulators.
- H. The Facilitator shall at the written direction of the Department, amend, delete or return Personal Data and copies thereof to the Department on termination of this Agreement unless the Facilitator is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to store the Personal Data.
- I. The Facilitator shall permit the Department, the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland, and/ or their nominee to conduct audits and or inspections of the Facilitator's facilities, and to have access to all data protection, confidentiality and security procedures, data equipment, mechanisms, documentation, databases, archives, data storage devices, electronic communications and storage systems used by the Facilitator in any way for the provision of the Services. The Facilitator shall comply with all reasonable directions of the Department arising out of any such inspection, audit or review.
- J. The Facilitator shall fully comply with, and implement, policies which are communicated or notified to the Facilitator by the Department from time to time.
- K. The Facilitator shall maintain complete and accurate records and information to demonstrate its compliance with this agreement and allow for inspections and contribute to any audits by the Department or the Department's designated auditor.
- L. The Facilitator shall:-
 - 1) take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data, and
 - 2) in such an event and if attributable to any default by the Facilitator or any Sub-contractor, promptly restore the Personal Data at its own expense or, at the Department's option,

reimburse the Department for any reasonable expenses it incurs in having the Personal Data restored by a third party.

M. The Department does not consent to the Facilitator appointing any third party processor of Personal Data under this agreement.

N. Save for clauses A, B, C and D (4) and E, all the obligations on the Facilitator in this agreement relating to the processing of Personal Data shall apply to the processing of all Data.

O. The provisions of this agreement shall survive termination and or expiry of the agreement for any reason.

I, [print Name] agree [on behalf of (print name of Agency if relevant)] to the above requirements and commitments in my role as facilitator of training courses under the ACRES Training Scheme.

Signature: _____

Name in Block Capitals: _____

DATE: _____

Stamped and dated by Department: