



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

2022

Terms and Conditions  
Forestry Knowledge Transfer Group  
Scheme



Department of Agriculture, Food and the Marine

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## 1. Legal and policy basis

- 1.1 KTGs have the potential to support the objectives of a number of policy instruments currently being implemented by the Department. These include the following;
- Food Wise 2025;
  - The relevant Strategic Actions in the Report of the Forest Policy Review Group, “Forests, products and people Ireland’s forest policy – a renewed vision”;
  - The COFORD Wood Mobilisation Group Report “Mobilising Ireland’s forest resource”.
- 1.2 The most relevant actions to KTGs are listed in Appendix 1. State aid approval for the Forestry Programme 2014-2020 makes provision for establishing KTGs, which also allows for costs.
- 1.3 The Department’s Knowledge Transfer Programme funded under the Rural Development Programme (RDP) and the Forestry KTG scheme organised for the forestry sector are two discrete schemes with two different sets of terms and conditions. This document sets out the terms and conditions of the Forestry KTG scheme.

## 2. Definitions

- i. **“CONFIDENTIAL INFORMATION”** shall mean:
- Unless specified in writing to the contrary by the participant all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the organising and facilitation of KTGs or relating to the participant and any information supplied or made available to the KTG facilitator/KTG organiser/KTG administrator for the purposes of the KTG, and;
  - Any and all information, which has been derived or obtained from the information described in the preceding paragraph.
- ii. **“DAFM”** shall mean the Department of Agriculture, Food and the Marine, except where stated otherwise.
- iii. **“DEPARTMENT”** shall mean the Department of Agriculture, Food and the Marine, except where stated otherwise.
- iv. **“FORCE MAJEURE”** shall mean circumstances outside the KTG participant’s control, which he/she could not have foreseen and which he/she took all reasonable precautions to avoid.
- v. **“FOREST”** is as defined in the Forestry Act, 2014 as- *“land under trees with (a) a minimum area of 0.1 ha, (b) tree crown cover of more than 20% of the total area, or the potential to achieve this cover at maturity”*.
- vi. **“FOREST OWNER”** owns both the land and the timber.
- vii. **“INDIVIDUAL KTG”** shall mean a single Knowledge Transfer Group comprising of not more than 20 members.
- viii. **“KTG ADMINISTRATOR” or “ADMINISTRATOR”** works for and is directly employed by the KTG organiser. The KTG administrator runs the administration of the scheme at the KTG organiser level and deals directly with the facilitator and the Department in terms of collecting and sending data.
- ix. **“KTG APPLICATION”** shall mean an application to take part in the Forestry KTG scheme. It will involve the submission of a KT1-For participant application forms, KT2-For organiser application form and the KTG 3-For facilitator(s) application form(s). Only correct application forms submitted in accordance with the terms and conditions set out herein will be accepted.
- x. **“KTG EVENT”** This is a site visit usually to a forest of one of the participants and must be organised specifically by the KTG group organiser/facilitator.
- xi. **“KTG FACILITATOR” or “FACILITATOR”** shall mean a Department approved advisor who applies to run a KTG for a KTG organiser.

- xii. **“KTG FOR MOBILISATION OF TIMBER AND BIOMASS”** is the KTG model for forestry owners, which is aimed at improving knowledge in relation to forest management.
- xiii. **“KTG MEETING”** This takes place in a room and does not involve site visits. Meetings are organised specifically by the KTG group organiser/facilitator and cannot be attended by more than 20 participants all of whom are members of the same KTG.
- xiv. **“KTG MEETING/EVENT SCHEDULE”** is agreed by the KTG group at the first meeting. It lists the topics to be covered along with the dates, times and venues.
- xv. **“KTG NOMINEE”** shall mean a nominated person representing the participant in the KTG. The nominee may be a son, daughter, spouse or partner of the forest owner. Other nominee relationship types will be considered on a case-by-case basis by the Department.
- xvi. **“KTG ORGANISER”** or **“ORGANISER”** shall mean a forestry group/producer group/other forestry organisation, involved in organising a KTG.
- xvii. **“KTG PARTICIPANT”** or **“PARTICIPANT”** shall mean a forest owner who submits an application to the KTG organiser for the KTG for Mobilisation of Timber and Biomass. A KTG participant must be the owner of the forest.
- xviii. **“KTG SCHEDULE”** this refers to the details of the KTG itself and includes the date, start time and location of meetings and events as well as the duration of the meeting/event and title of the subjects to be covered.
- xix. **“MINISTER”** shall mean the Minister for Agriculture, Food and the Marine.
- xx. **“PAYMENT FORM”** is the application for payment of the KTG grant/reimbursement.
- xxi. **“PARTICIPANT’S FOLDER”** this refers to the folder containing material relating to topics covered during the seven meetings/events. It may also list websites that are relevant to the topics covered. The folder is compiled by the facilitator with assistance from Teagasc.
- xxii. **“REGISTERED FORESTER”** means a qualified person named on the List of Registered of Foresters and Forestry Companies, available from the Department.

### 3. Objectives

- 3.1. The aim of the KTG scheme is to increase the level of forest management activity amongst participating forest owners. The target group are those forest owners that require additional knowledge to help them undertake one or more management activities in their forests. KTGs will provide the mechanism for gaining this expertise and empower them to manage their own forest over its rotation. By filling this knowledge gap a potential barrier to the mobilisation of timber and biomass can be removed.
- 3.2. KTGs are also seen to have the following potential benefits;
  - a) They should increase awareness amongst participants of the value of their forest and in particular the value of biomass;
  - b) They should contribute towards informing forest owners of how to actively manage their forest on a sustainable, economic and social basis;
  - c) They should improve understanding of the steps required when selling timber and biomass;
  - d) KTGs may bring a number of forest owners in contact with the “forestry establishment” for the first time perhaps leading to membership of a forestry group or engaging the services of a professional forester and accessing advice from Teagasc’s Forestry Development Department;
  - e) Better management of private forests could result in greater productivity and therefore more timber coming to market (three thinnings instead of two);
  - f) Engaging owners in the process of continuous management of their forests including performance of annual tasks (Management Action Plan, Appendix 12);

- g) Introduce forest owners to important issues that affect them such as certification and protecting against timber theft. With regard to certification, owners may begin the “certification journey” by joining the KTG;
- h) Investors and forestry companies are offering to buy semi-mature forests outright or buy the timber rights or even enter into partnership with forest owners. By providing forest owners with the expertise to help manage their own forests they have greater options available to them when deciding on the future management of their semi-mature forests.
- i) KTGs can also contribute towards developing a greater forest culture in Ireland.
- j) KTGs may also provide innovative mechanisms to integrate agriculture and forestry to provide dual use income options.

#### **4. KTG Outline**

The KTGs will involve groups of up to 20 forest owners who meet at seven meetings or events. They can meet on further occasions, but any additional meetings are not funded under the KTG scheme. Events, which are usually outdoor activities such as forest visits or trips to sawmills, can be included in the KTG schedule. There cannot be more than four outdoor events per group.

The purpose of launching the scheme now is to allow organisers to secure participants, but the scheme will need to be kept under constant review in light of public health guidelines in relation to the COVID-19 outbreak. The latest information, advice and guidelines published by the Department of Health and the HSE in relation to the COVID-19 (Coronavirus) outbreak (<https://www.gov.ie/en/campaigns/c36c85-covid-19-coronavirus/>) must be adhered to, without exception, when organising KTG meetings and events.

#### **4.1 KTGs as a learning tool for forest owners**

4.1.1 KTGs, including the Forestry pilot KTG scheme, have worked well in the agricultural sector and there is currently a KTG scheme for beef, sheep, dairy, tillage, poultry and equine. There are however differences between setting up KTGs for forestry and general agriculture, these differences can be summarised as follows;

- The forestry KTG proposal will be 100% exchequer funded while the agriculture scheme is part funded by the EU under the RDP;
- The vast majority of farmers are already experienced in how to run their farming enterprises and are active in that regard. In forestry there are many forest owners who require more knowledge to help them manage their forests;
- In general farmers who are also forest owners are less inclined to seek out knowledge about forestry than they are about agriculture;
- Farmers are already experienced in KTGs through the beef sheep and other discussion groups, KTGs are new to forestry;
- Farming and forestry are very different enterprises, particularly because of very different rotation lengths: a forest owner is likely to go through a particular management operation only once while a farmer can learn from last year’s cycle;
- Many forest owners have passed on the planting of their forests to forest companies and have little incentive to engage in management of their crops while the vast majority of farmers manage their own farms.

4.1.2 Private forestry is largely outside mainstream agriculture and would benefit from the greater engagement of owners in active management of their forests. KTGs have a role in closing the information gap that prevents forest owners from becoming active forest managers. This is achieved by providing a means of learning that is more suited to the target audience, that is,

forest owner needs are taken into account when it comes to deciding on what topics are covered. Participants then learn from the experts and from each other's experiences within a discussion group setting. Also KTGs can be used as a vehicle to bring forest owners in contact with professional foresters (KTG facilitators and Teagasc advisors). KTGs can also be used to help consolidate small dispersed forestry units into single management blocks, while still being managed by their owners that have sufficient scale to make forest management operations economical. Therefore without this consolidation of fragmented forest units, these management activities, which make forests more productive, may not be possible.

- 4.1.3 KTGs will work alongside and in some cases complement existing knowledge transfer events such as field trips and seminars. Instead of a classroom/lecture type event with predefined subject matter (top down), the KTGs operate from the bottom up with the members themselves deciding on what it is they wish to learn. It is important therefore that from the outset KTG members have a clear goal that they wish to achieve. The success or otherwise of the KTG is measured against the extent to which individual goals are achieved. All participants will need to complete a management action plan, which is like a summary Forest Management Plan (see sample at Appendix 12). As the KTG format is so different to that of conventional learning methods it is felt that KTGs are unlikely to displace existing knowledge transfer activities.

## **4.2 KTG entities**

- 4.2.1 There are five entities to be considered as part of a KTG structure, these are as follows;

- a) The KTG organiser may be a forestry group/forestry company/individual entity that can organise a forestry KTG of between 10 and 20 members; without the organiser there is no KTG. The organiser will typically engage some administrative support to manage the organisation of venues and will formally engage a facilitator. The facilitator may be an employee of the KTG organiser, or if the KTG organiser is an individual entity, the organiser may also be the facilitator. The KTG contract will be between the Department and the KTG organiser and therefore all payments will be made to the KTG organiser who will then disburse payments to the KTG facilitator and participants (see Section 5.1).
- b) Participants: Participants are forest owners or they could be a joint owner (only one owner can take part in the KTG as a participant). Participants must comply with attendance rules in order to ensure that the meeting is classified as valid (see Section 5.2).
- c) Nominees: These are individuals who attend instead of a participant. All participants are strongly recommended to assign a nominee at the outset when signing up to the KTG. Nominees can be sons/daughters, spouses/partners or another joint owner. Other nominee types will be considered on a case-by-case basis by the Department. The costs of the nominee are not covered, but the participant will be paid the costs of the meeting/event attended by the nominee, once the nominee satisfies the rules of attendance (see Section 5.3).
- d) The KTG Administrator provides the administrative support to the KTG organiser and will work closely with the KTG facilitator. The administrator will also email updates and reports to the Department. The KTG Administrator works for the KTG organiser and will be the Department's main contact in relation to the day-to-day running of the KTG.
- e) The KTG facilitator reports directly to the KTG organiser (where the facilitator and organiser are different people); they are the event managers and chairperson of the KTG meetings and events insofar as they deal with the detail of the meetings/events from scheduling right through to structuring and guiding the discussion. They will have

direct contact with the members in terms of organising and scheduling and will work closely with the KTG administrator (see also Section 5.4).

- 4.2.2 The KTG organiser who has secured approval to run a KTG has overall responsibility for organising and running of the KTG and must submit completed application forms from participants (KT2-For) and details of the facilitator (KT3-For) in order to be approved. It is up to the KTG organiser to select the final participants and engage the facilitator. Meeting schedules, subsequent updates and attendance sheets are collated and managed by the KTG administrator on behalf of the KTG organiser.
- 4.2.3 Overall responsibility for delivering the schedule of meetings/events in accordance with this scheme document rests with the KTG organiser. Any reimbursements to be withheld or penalties that may arise will apply directly to the organiser who in turn will apply these to the participant(s) and/or facilitator in accordance with scheme terms and conditions, at which point the recovery of reimbursements/penalties becomes an issue between the KTG organiser, the facilitator and/or the participant(s).
- 4.2.4 Teagasc will also have a supporting role particularly in the setting up of the KTG schedule at the first KTG meeting (see section 7.5). It is the organiser's responsibility to invite Teagasc to the first KTG meeting. This will help ensure a degree of consistency between the different groups participating in the scheme nationwide. Group facilitators are required to confirm with Teagasc at the first meeting if the Teagasc advisor wants to make a presentation to the group during the course of the following six meetings/events, covering general aspects of forestry such as options available when it comes to timber sales and forest management actions. Training days organised by Teagasc for KTG facilitators are mandatory for all KTG facilitators.

### **4.3 KTG Dynamics**

- 4.3.1 From the outset the KTG itself must be owned by the members in so far as they determine what it is they wish to discuss and learn. In this regard goals must be set by the individuals themselves and the success of the group is determined by the extent to which the members have moved towards achieving the goals they have set themselves. The facilitator has an important role here; he/she must ensure that the KTG process is inclusive where all participants, including the least powerful voices may be heard. Active participation must also be encouraged so that the outcome of KTG deliberations matches the needs of participants. Goals must be action orientated, that is, not so much, "I want to learn more about thinning", but more about, for example, "I want to thin my forest – what do I need to know?" Goals do not need to be time-bound. Furthermore, it may not be possible or indeed practical to achieve the goal completely by the end of the KTG exercise, the aim should be to acquire the knowledge to undertake the management action.
- 4.3.2 The success of the exercise will be gauged by whether or not the individual concerned has undertaken some specific action that would not have been carried out if it was not for the KTG itself. In this example it may be that the KTG member has sought a felling licence application from the Department and received material on funding available for forest roads. Of course, the aim for individuals participating in the scheme should be broader than this. For example participants may wish to find out more about the different assortments that make up a tree (percentages pulp, stake, pallet, saw log), the value of these assortments either standing or at the roadside, how these are measured; owners may want to learn more about the financial impacts of harvesting early, the best time for the forest may not necessarily match the best time for the timber buyer; owners may want to learn about how and why certain trees are

removed, gauging that there is not over-thinning or that the harvester or buyer are not taking too many of the better trees (that is pallet wood), to be able to judge excess damage to remaining trees by poor harvester operation, monitoring the collection dockets, checking the weighbridge and sales returns, etc.

- 4.3.3 The aim of the KTG should be to create conditions where all participants can learn from each other as much as possible. The peer-to-peer learning format of KTGs does not only involve “more knowledgeable” peers imparting knowledge to “less knowledgeable” peers – in fact, this may not occur at all. Peer-to-peer learning involves, among other functions, co-identification of problems and solutions, generating understanding of problems and solutions through discussion (discussion in the language of the forest owners themselves with reference to their common contexts, experiences etc.). It is in this context that participants must begin their work by identifying their own agenda/learning focus; what they want to learn more about; and the order in which they want to learn it. Furthermore, the facilitator must bring the required technical knowledge to the group and/or channel invited contributions to the group from industry personnel, (this could be professional foresters, timber buyers) with particular areas of expertise. The function of the peer-to-peer setting is to actively interpret the technical expert knowledge and discuss its application.

## **5. Rules**

### **5.1 KTG Organisers**

- 5.1.1 The KTG organiser is the payment beneficiary of the KTG scheme. The organiser is responsible for making payments to the KTG facilitator and participants. The organiser shall, on request, provide the Department with details of his/her nominated bank account into which such payments and reimbursements shall be paid.
- 5.1.2 The KTG organiser must notify the Department immediately in writing of any change to the KTG, which effects the operation or structure of the group(s).
- 5.1.3 The approval issued by the Department is to the KTG organiser only. There is no formal relationship between the Department and the participants, nominees or the facilitators. The KTG organiser is solely responsible for any and all claims arising directly as a result of negligence, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud by the participants, nominees or the facilitator. Furthermore, it follows that the Minister shall not be liable for any injury, loss or damage to participants, nominees, facilitators or any third party arising out of participation in this programme.
- 5.1.4 The KTG organiser undertakes to treat all information as confidential and to comply with all directions of the Department with regard to the use and application of any and all confidential information.
- 5.1.5 The KTG organiser is responsible for delivering the KTG schedule in accordance with this scheme document. Failure to do so will result in recovery of funds already provided and no further payments being issued. Interest at the appropriate rate will apply in respect of any recoveries sought.
- 5.1.6 Copies of attendance sheets must be held by the organiser for the duration of the KTG Scheme and made available for control purposes to Department staff on request up to eighteen months following the date of the last meeting or event.

- 5.1.7 Organisers shall reimburse the KTG facilitator and participants within 5 working days of receipt of payment from the Department. Failure to do so will result in a penalty (Appendix 14). Proof of payment by way of bank statement must be provided to the Department.
- 5.1.8 Payments will be made once all necessary checks have been completed to the satisfaction of the Department.
- 5.1.9 KTG organisers must have public liability insurance.
- 5.1.10 KTGs are participant learning events and shall not be used to market the services of organisers.

## **5.2 KTG participants**

- 5.2.1 It is not necessary for participants to be in receipt of grants or premiums from the Department in order to take part in the KTG. However, participants not in receipt of payments or in possession of a Forest Owner (FO) number must complete an application form to apply for a FO number, and provide proof to the satisfaction of the Department that they are involved in forestry. The participant does not need to be a member of a forestry group or other similar entity nor do they have to join a forestry group to access the KTG. The KTG is open to farmers and non-farmers; individuals representing corporate entities will be referred to the Department prior to submitting the Form 1 application.
- 5.2.2 Participants must be forest owners or joint forest owners. Participants must be aged eighteen years or over.
- 5.2.3 Only one participant associated with a single forest property can participate in a single KTG, that is, only one joint owner can be a participant, the other can be a nominee if they wish.
- 5.2.4 Participants cannot be nominees for other participants within the same forestry KTG, that is, they cannot attend as a nominee at the same KTG in which they are registered as a participant. Participants cannot attend as a nominee and have their nominees attend in their place.
- 5.2.5 Participants and nominees cannot transfer between KTGs for the duration of the scheme (see Section 5.9.3 for situations where attendance at another KTG is permitted).
- 5.2.6 Participants will only receive payment for the meetings/events they attend and only when they have attended a minimum of four meetings/events. Attendance is defined as being present within 30 minutes of the official start time of the meeting/event and within 30 minutes from end time. Participants must have signed in and signed out in order to be recorded as having attended the meeting/event. Participants who cannot attend a meeting must notify the facilitator that they cannot attend. See Section 7.6 on subsequent meetings for rules concerning rescheduling meetings.
- 5.2.7 Participants admitted to the Programme must respect:
- All relevant EU requirements and national legislation.
  - The conditions set out in this document.
- 5.2.8 New members can join the group where there are at least five meetings or events remaining. The same terms and conditions apply.

- 5.2.9 Credit will only be given to participants for attending their own KTG meeting, that is, the KTG to which they are registered as a participant (see also section 5.9.3).
- 5.2.10 Where partnerships exist, only one representative of that partnership is eligible to take part in the KTG (except where the forests are owned and managed separately).
- 5.2.11 Facilitators cannot also be participants.
- 5.2.12 Participants who have not taken part in a Forestry KTG in the previous three years, can be invited to participate in this KTG round. Participation in other agriculture KTGs does not impact on participant's eligibility to take part in Forestry KTGs.

### **5.3 KTG Nominees**

- 5.3.1 Participants at the time of application are permitted to nominate one individual to represent them at any meeting and/or event for the duration of the Forestry KTG.
- 5.3.2 Nominees must be aged 18 years or over and can include sons/daughters, spouses/partners or another joint owner or partner where the forest is in a partnership arrangement. Other nominee relationship types will be considered on a case-by-case basis by the Department. These relationships must be notified to the Department in advance of submitting the Form 1 application.
- 5.3.3 Nominees must sign his/her name when attending meetings/events. Under no circumstances should participants enter a signature on an attendance sheet for a meeting they had not attended.
- 5.3.4 Nominees can only be nominees for one participant in one forestry KTG application at any given time. Nominees cannot attend for other nominees.
- 5.3.5 Facilitators cannot be nominees.
- 5.3.6 It is the responsibility of the nominee to adhere to the terms and conditions of the scheme.
- 5.3.7 If a nominee is unable to continue their participation in the Forestry KTG, under exceptional circumstances a replacement nominee may be accepted by the KTG organiser. The facilitator must notify the Department immediately when they become aware of this situation and seek approval from the Department before the replacement nominee can be confirmed.
- 5.3.8 The same attendance rules apply to nominees as for participants.
- 5.3.9 Nominees are not eligible for payment under the KTG scheme.

### **5.4 KTG Facilitators**

- 5.4.1 KTG facilitators must;
- a) Hold a minimum of NFQ Level 8 qualification in forestry or an equivalent qualification;
  - b) Have completed a recognised facilitator course;
  - c) Be on the Department's list of Registered Foresters and approved Facilitators list;
  - d) Be participating in the Society of Irish Foresters continuous professional development (CPD) programme.
  - e) Attend any specific training for KTG facilitators organised by Teagasc.

Facilitators may be asked to submit proof of eligibility and will be placed on the Department's "List of Approved Facilitators for Forestry KTGs" or equivalent. Where it transpires that the facilitator does not have these qualifications, all meetings held will be regarded as invalid. In relation to point (b) above, facilitators who have completed a "Train the Trainer" course must also complete a recognised facilitator course.

- 5.4.2 Facilitators will be responsible for delivering any technical information required to the KTG, that is, it is not envisaged that any additional expertise will be required although this is not ruled out where specialist input may be required. The Teagasc forestry advisor is available to help the facilitator with regard to any technical issues that need to be covered either before or during KTG meetings/events. The facilitator and Teagasc forestry advisor may discuss the meeting/event in advance; this could include topics to be covered and source material to support the discussion (to be included in the participant's folder).
- 5.4.3 It is important that the facilitator has experience relevant to the topics being discussed, for example, timber sales/valuation, road construction, thinning. If additional expertise is required funding for this must come from within the original allocation.
- 5.4.4 The KTG facilitator will be responsible for:
- KTG consensus of the KTG schedule (first meeting agenda item);
  - Collaborating with Teagasc forestry advisor when organising the first meeting and where necessary, in setting appropriate material and preparing the participants' folders;
  - Aiding in participant recruitment;
  - Facilitating peer discussion;
  - Organising forest visits, if required;
  - Before and after analysis feeding into KT7-For Proof of payment and Feedback Form, (see Appendix 12).
- 5.4.5 The KTG facilitator must be present at all of his/her group meetings and events, including those delivered by others, for example external specialists. Where a specialist is present and the facilitator is absent, the absence triggers two invalid meetings for the facilitator. Where the facilitator does not attend and there is no specialist to chair the meeting the meeting is invalid for participants also (one invalid meeting for the participant).
- 5.4.6 When the KTG facilitator cannot complete the KTG schedule, his/her group may be allowed to transfer to an alternative KTG facilitator. Prior approval must be sought from the Department before this transfer can take place.
- 5.4.7 KTG facilitators who are involved in more than one individual KTG can only hold up to two meetings per day. Only one outdoor event must be scheduled per day, unless they are in the same venue, in which case one can be held in the morning and one in the afternoon.
- 5.4.8 At the first meeting the topics to be discussed and venues where meetings and events are to be held are agreed by the group. Dates and times as far as is practical are agreed. These details will be recorded by the facilitator and forwarded to the KTG administrator.
- 5.4.9 KTG facilitators must ensure that attendance sheets are signed and properly dated on arrival and on departure. See also attendance rules in Section 8.

- 5.4.10 Individual targets are encouraged within the group and the facilitator will monitor progress of the participants in this regard; where appropriate the facilitator will undertake any follow up action that may be required.
- 5.4.11 KTG facilitators must satisfy the Department that they have a minimum level of €150,000 professional indemnity insurance.
- 5.4.12 The Department reserves the right to add or revoke the approval of a KTG facilitator from the KTG Scheme and the Department list of approved KTG facilitators.
- 5.4.13 The KTG facilitator undertakes to treat all information as confidential and to comply with all directions of the organiser and where appropriate the Department.

## **5.5 Force Majeure**

- 5.5.1 Participation is non-transferable except in the case of:
- Death of the forest owner;
  - Long term professional incapacity of the forest owner;
  - A severe natural disaster gravely affecting the holding's agricultural land or forest;
  - An epizootic disease affecting all or part of the forest owner's livestock.
- 5.5.2 The Department may consider any other exceptional circumstance, not covered in the above, as constituting Force Majeure.

## **5.6 KTG Final Report - Monitoring and Evaluation**

- 5.6.1 The KTG organiser will prepare a "KTG Final Report" for the Department covering each KTG. This will consist of an analysis of the impacts of the KTG on forest management activity amongst the members after their participation in the KTG exercise. This will include a narrative on whether the KTG has succeeded in increasing the level of forest management activity from that which existed before the KTG exercise took place. The final report will cover a comparative analysis of the Form 1 questions versus the questions asked at the end of the KTG exercise, that is;

<b>Form 1 Questions</b>	<b>Form 3 Questions</b>
a) What specific area of forestry do you want to learn more about (the learning agenda)?	c) What forest management activities have you undertaken or are planning to undertake as a direct result of your attendance at the KTG?
b) What do you want to do with this information?	

These are minimum questions, which must be asked, however, additional questions may be added at the organiser's discretion.

- 5.6.2 The narrative will be accompanied by a table, which lists the answers to these questions. The format of this table will be as follows;

<b>Answers Given to the Questions</b>			
KTG Member	Question (a)	Question (b)	Question (c)

- 5.6.3 A positive evaluation is where all participants have engaged in some forest management activity, which they would not have done if it was not for the KTG. The KTG organiser will scan all replies and send them to the Department along with their final report. The KTG Final Report is due within 5 working days from the date of the last event and must accompany the Form 3 in order for payment to be processed.
- 5.6.4 KTG organisers, facilitators and participants shall provide feedback when requested by the Department.
- 5.6.5 The Department may contact the participants directly without permission or having to notify the KTG organisers or facilitators. This contact may include requesting information on the level of forest management activity that has taken place since the KTG ended. Participants may also be asked their views on how the KTG worked for them and what improvements could be made to the scheme.

## **5.7 Reduced Reimbursement and Penalties**

- 5.7.1 The onus is on the organiser, administrator, facilitator, participant and nominee to be aware of and adhere to the terms and conditions of the Forestry KTG for Mobilisation of Timber and Biomass Scheme.
- 5.7.2 Failure to comply with the terms and conditions set out herein may result in an appropriate reduced reimbursement or penalty being applied.
- 5.7.3 Reduced reimbursements/penalties will apply to certain specific breaches of the scheme and are set out in Appendix 14 and 15 and may be deducted from future payments due to the beneficiary under other EU-financed, co-financed or 100% state financed schemes. The Minister therefore reserves the right to offset amounts due against other monies payable by the Department to the participant in such cases.
- 5.7.4 Where recoveries are not paid within the period requested, the Department may take whatever action is deemed necessary for their recovery.
- 5.7.5 Intentional and serious breaches of the terms and conditions set out herein may result in non-payment for the entire KTG application or in the termination of participation and/or exclusion from the scheme for a period commensurate with the seriousness of the breach. The Department will be entitled to and will seek a full refund of monies already paid to such an organiser in such instances.
- 5.7.6 Where it is established that conditions were created to maximise or draw down reimbursement and/or payment under the scheme the approval/contract will be terminated and all monies paid shall be reimbursed.
- 5.7.7 Where, for the purposes of obtaining payment under the KTG scheme to which these terms and conditions relate, the KTG organiser/administrator, facilitator, participant or nominee knowingly makes a false or misleading statement or withholds essential information, his/her participation in the KTG scheme may be terminated and all or part of the aid paid in the relevant year shall be reimbursed by him/her to the Department. This may also impact on payments in respect of other schemes/programmes in which the participant is partaking.

- 5.7.8 The reduced reimbursements/penalties set out in the Appendix 14 and 15 are the minimum sanctions that will be applied. In all cases the Department reserves the right to review files to establish whether or not a breach of the scheme conditions has occurred, which may lead to a sanction or the termination of the contract and reimbursement of all aid.
- 5.7.9 All reduced reimbursements/penalties will be applied to the organiser who may pass them on to facilitators and participants as appropriate but not in excess of the limits set out in these terms and conditions. The Department may review the appropriateness of penalties passed to facilitators or participants and where reduced reimbursements/penalties exceed those specified in Appendix 14 and 15 the Minister may withdraw all funding from the KTG organiser in respect of the current KTG application and may not permit the KTG organiser to take part in any further KTGs for a period of time to be decided but not more than three years from the date the breach was confirmed by the Department.
- 5.7.10 The KTG scheme will be the subject of a control regime that will include both on-the-spot inspections and administrative checks.
- 5.7.11 Failure to comply with some or all of the required components of the scheme will result in reduced reimbursement and/or penalties being applied.
- 5.7.12 The Minister also reserves the right to exclude such person(s) referred to above from further participation in any other Department scheme for such period as shall be determined, but in any event not exceeding a period of six years.
- 5.7.13 The onus is on all parties to be aware of and adhere to the terms and conditions of the scheme and to be aware of the consequences to others involved in the KTG for their failure to adhere to the terms and conditions of the scheme.
- 5.7.14 There will be no negative penalties. Penalties will be partitioned according to participant penalties and organiser/facilitator penalties.

## **5.8 The Incentive Effect**

Small to medium sized enterprises (SMEs) (as defined in Appendix I of Commission Regulation (EU) No. 651/2014) must confirm on Form 1 application form that:

*"The work described herein, would not have been undertaken if it was not for the financial support provided under State Aid rules. Without this aid, there would be no change to current activities."*

## **5.9 Other General Rules**

- 5.9.1 This is a fixed grant scheme. Any costs incurred beyond the payable grant amount will be covered by the KTG organiser.
- 5.9.2 It shall be the responsibility of facilitators, participants, nominees and organisers to familiarise themselves with the KTG Scheme.
- 5.9.3 Organisers may permit other KTG groups or participants to join their event where the contents are valid for the programmes of each. However, approval in advance must be sought from the Department and must only be considered in exceptional circumstances. The Department is concerned that the learning outcome for larger groups could be diminished and in some cases,

there may be health and safety concerns. These issues must be addressed when seeking approval for KTG amalgamated events.

- 5.9.4 The Minister may at any time lay down further conditions under this Programme without notice and without prior agreement from KTG organisers, participants, nominees or facilitators.
- 5.9.5 The Minister reserves the right to alter the procedures and conditions to be followed in the operation of this Scheme. Notice of such alterations shall be posted on the Department's website. The Minister also reserves the right to review and vary, where the occasion so demands, the amount of financial aid specified in the scheme.
- 5.9.6 The Minister may terminate or postpone the scheme at any stage without prior notification. The Department may not cover any costs incurred by individuals or groups in the event of termination or postponement.
- 5.9.7 The scheme is budget dependant and Form 1 applications to take part in the KTG scheme may be turned down when applications exceed the available budget. These applications may not be considered in subsequent years due to budgetary constraints or as a result of a suspension or cancellation of the KTG scheme.
- 5.9.8 It is a condition of this Scheme that all grant-aided activities shall be conducted in compliance with the laws of the State relating, inter alia, to tax and employment. Proof of compliance, such as the provision of Tax Clearance Certificates, will be required by the Department from the KTG Organiser. Tax clearance certificate can be applied for on line, more information may be found here, <https://www.revenue.ie/en/online-services/services/manage-your-record/apply-for-tax-clearance-online-using-etc.aspx>.

## **6. Application process**

Application forms and further information are available from;

Department of Agriculture Food & Marine website

Email to [forestryktg@agriculture.gov.ie](mailto:forestryktg@agriculture.gov.ie)

Telephone: +353 (0)53 9163400 or 0761 064 415 or see

<https://www.gov.ie/en/service/5fe68-forestry-knowledge-transfer-group/>

### **6.1 Evaluation of Form A**

- 6.1.1 KTG Organisers who wish to take part in the national KTG scheme for the current year will need to submit an application form (Form A – Appendix 2) for evaluation. This form must be submitted before 4pm on the closing date, which will be notified each year. The evaluation exercise will be based on the following criteria;

Criteria	Marks to be awarded
Description of how client base/membership would benefit from membership of a KTG.	30
Capacity/experience to run the KTG programme, (include relevant experience of KTG administrator and experience of proposed facilitator in knowledge transfer actions).	30
Track record of KTG organiser in previous knowledge transfer activities (field trips, seminars etc.). <b>Track record in previous forestry KTGs will not be taken into account.</b>	20
Promotion strategy to attract inactive forest owners to the KTG	20
<b>Total</b>	<b>100</b>

6.1.2 Other information that must be included in the form is as follows;

- Description of KTG Organiser (producer group/forestry company/forestry consultant);
- Number of KTGs proposed;
- Number of participants proposed.

6.1.3 Applications will be evaluated based on the points received. The minimum number of points awarded must reach 60 in order to be invited to submit a Form 1 application. Only those applications that reach the minimum points will be offered KTGs and the distribution of these KTGs will be on the basis of 50:50 between forestry producer groups and forestry companies/forestry consultants. The Department will aim to involve as many KTG organisers as possible and this may mean offering less than the number of individual KTGs sought in order to distribute KTGs evenly amongst eligible Forms A. The following table demonstrates a possible scenario following the Form A evaluation process

**Individual KTGs available = 20** (the available budget will determine the number of individual KTGs that can be offered in a given year).

	Producer Group	Forest Company	Forestry Consultant
Number of KTG Form A applications received	5	3	5
Number of KTGs sought	15	15	25
Forms A exceeding 60 marks	4	3	3
Eligible KTGs	10	5	5

6.1.4 Once the total number of applications that have achieved over 60 points has been established the next step is to calculate the total cumulative cost of funding all these applications. If the total cost is below the available budget, then all KTGs can be invited to submit a Form 1 application. If the total budget is exceeded, an allocation protocol must apply in order to allow for as many Form A applications to receive approval for at least one KTG.

## 6.2 Form A Allocation

6.2.1 Qualifying Form A applications will be listed in order of the number of points awarded starting with the Form A with the highest number of points. Where applications share the same number of points the applications are put in order of the Form A Date. This means that KTG Organisers could benefit from submitting Forms A as early as possible.

- **Step 1 Allocation:** KTGs will be allocated to KTG organisers starting from the top of the list, allocating according to the number of KTGs sought in the original Form A and stopping just before the maximum number of KTGs allowed is reached. This process may result in a number of Forms A without any KTGs being allocated to them.
  - **Step 2 Allocation five to four:** Reduce the number of groups seeking five KTGs to four and reduce the corresponding participant numbers by 20. Allocate KTGs to these groups, starting from the top of the list of those KTG organisers that have no allocation;
  - **Step 3 Allocation four to three:** If a KTG organiser still remains without a KTG then reduce all Forms A seeking four KTGs down to three and reallocate to the KTGs that have no allocation.
- 6.2.2 Other rules associated with this process will include the following;
- a) Where the number of KTGs being sought by KTG organisers at Form A stage is less than the number subsequently included in the Form 1, the KTG organiser will be relegated to the bottom of the Form 1 allocation table;
  - b) Where Forms 1 exceed the Form A allocation the application may be disqualified from the process for example where the scheme is over subscribed. In this situation the KTGs can be redistributed to KTGs that received less than their original allocation.
  - c) The final decision regarding the allocation of KTGs will reside with the Minister.
- 6.2.3 Following the Form A allocation process KTG organisers will be invited to submit a Form 1. Organisers will be notified of the number of KTGs and participants that can be included in this Form 1.
- 6.2.4 It is important to note that funding is not guaranteed following receipt of the invitation to submit a Form 1.

## **7. Organising and managing a KTG project following approval**

The following are the steps that are required once the KTG organiser has been invited to submit a Form 1 application.

### **7.1 Step 1: Establish a Committee of Management**

A committee of management must be formed by the KTG organiser. This committee will oversee the running of the KTG project to ensure that its implementation stays within the parameters set out in these terms and conditions. The members of this committee will be included in the application. The KTG administrator must be part of the committee and the total committee must be made up of at least three members.

### **7.2 Step 2: The co-ordination meeting**

- 7.2.1 The co-ordination meeting is held at least 15 working days before the first meeting/event is scheduled to take place. Attendees at this meeting are the organiser, administrator and facilitator. **A Department official and a Teagasc forestry advisor must also be invited to attend this meeting.** Five working days' notice must be given in advance of holding this meeting. The following represents the agenda of this coordination meeting;
- a) **Select the participants:** the maximum number of forest owners taking part in a KTG application is 100 and the maximum number of individual KTGs is 5 (20 members per individual KTG). The starting point is the list of those forest owners who have expressed an interest in joining a KTG. Where the number of forest owners exceeds the places available, selection will be based on first come, first served principles and if necessary, on

the management stage of the individual forests thereafter. Try to group according to similar stage of development. Organisers with more than 1 approved KTG have the option to focus at least one group exclusively on the management of broadleaf forests. The details of the meeting, those who attended etc can be added to the KTG monitoring data base.

- b) Decide on locations for meetings/events: Once participants have been selected to take part in the KTG application, locations for meetings/events must be identified for each of the seven meetings; this must be done for each individual KTG. There should be a minimum of 2 outdoor events and a maximum of 5 outdoor events.

When selecting venues, it is important to make sure that owner has suitable public liability insurance in place. It is strongly recommended that venues are visited beforehand and any potential risks identified from a health and safety perspective. Classroom layout is not conducive to group interaction. The layout of the venue(s) selected therefore needs to permit for seating participants in a semi-circle. In addition, venues should be warm and sufficiently equipped for the purpose of the KTG.

- c) Assign participants to individual KTGs: Individual members must now be assigned to each KTG, according to their proximity to the meetings/events and their learning objectives thereafter (see Appendix 5). Please note that the final locations of meetings/events (apart from the first one) can be finally decided by members at the first meeting/event. The KTG monitoring database can be updated with the Participants names, addresses, Eircode, Forest owner number or another Department number.

- 7.2.2 Proximity of the member to the proposed location of meetings/events is important for the success of the KTG project. The organiser and facilitator must try as much as possible to minimise travel times to meetings/events for each of the KTG members. This approach may result in the actual KTG focus not being an exact match for several of the members. However, these members will have an opportunity at the first meeting to influence the final content of the schedule to suit their information needs. There may also be constraints based on the minimum and maximum number of members per group (13 and 20 respectively).

### **7.3 Step 3: Invitation email/Notification that place cannot be allocated**

- 7.3.1 As soon as possible after the coordination meeting the administrator sends the participants details of the proposed KTG schedule to which they have been assigned (the invitation email or letter, Appendix 3). The invitation emails/letters should be sent to all participants who expressed an interest at the same time. KTG *participants* must send confirmation of their participation by return email/letter within 10 working days from the date on the invitation email/letter along with the completed application form (Appendix 5). Participants may decline the invitation when notified of the location of the KTG meeting/event in which case the organiser can invite a replacement participant right up to the day before the first meeting takes place. Those individuals that have not been selected must be notified and invited to try again on the next tranche (see email template in Appendix 3).
- 7.3.2 Participants who have not taken part in a Forestry KTG in the previous three years can be invited to participate in this KTG round. Participation in other agriculture KTGs does not impact on participant's eligibility to take part in Forestry KTGs.
- 7.3.3 Meetings and formal confirmation to participants cannot take place until the Department has formally approved the application.

#### **7.4 Step 4: Submitting the Form 1 application**

- 7.4.1 The scheme in terms of applications received from KTG organisers will be first come, first served and will close just before the available annual budget is exceeded. There is no guarantee that applications received will be approved. Applications received but not approved may reapply when a budget becomes available.
- 7.4.2 Form 1 is the application form submitted by the KTG organiser seeking approval to establish a KTG group. The form itself consists of three parts as follows;
- Appendix 4: KT1-For, Organiser applications form;
  - Appendix 6: KT3-For, Facilitator form;
  - Tax clearance certificate for the KTG Organiser.
- 7.4.3 The KTG administrator will keep records in the prescribed format, of all relevant information and issue to the Department with original hard copies of the above forms. Copies of all documents are kept by the Administrator and can be requested at any time by the Minister.
- 7.4.4 Approval will be issued in writing and is granted by the Department to the KTG organiser who is then solely responsible for holding all meetings as planned in compliance with scheme rules. This approval letter constitutes the formal contract between the Minister and the KTG organiser. This contract is activated once an acceptance letter from the KTG Organiser is received in writing or by email by the Department within 10 working days of the date on the letter of approval.
- 7.4.5 There is no guarantee that once a Form 1 is submitted to the Department that approval will be granted for funding. Budgetary constraints may limit the number of KTGs and participants that can be approved at Form 1 stage.

#### **7.5 Step 5: The first meeting**

- 7.5.1 Once approval is issued the administrator can notify the participants of the first meeting for their KTGs. There are two important tasks that must be completed at this meeting as follows;
- Agree the locations dates and times of KTG meetings/events.
  - Agree the topics to be covered, a possible itinerary is shown in Appendix 13.
- 7.5.2 Both these tasks make up the KTG schedule, that is, the date, time, location and topics to be covered by the KTG. The facilitator must have a draft KTG schedule to present to participants, with topics based on applications received. The group participants along with support from the facilitator and Teagasc adviser will decide on the final agreed list of subjects to be covered. In relation to these topics the KTG schedule will include the following **mandatory** subjects, which must be listed individually, that is, not just “mandatory topics”;
- a) Forest owner obligations with regard to Water Framework, Habitats and Birds Directives and the importance of these rules in relation to forest management;
  - b) Wood mobilisation (including biomass), harvesting systems, markets/forest certification and potential value;
  - c) Overview of Irish Timber Growers Association’s Model Timber Sales Dispatch System for Private Timber Growers and Master Tree Sales Agreement;
  - d) Health and Safety in forest management;
  - e) Felling Decision support tool;
  - f) Continuous Cover:

- g) Agro Forestry;
- h) Thin Clearfell System;
- i) The KTG must address sustainable forestry methods and/or technologies, the development of new business opportunities and new technologies, and on the improvement of forest resilience.
- j) Completion of a management action plan similar to forest management plan (Appendix 12)

In relation to (d) above, please refer to:

[https://www.hsa.ie/eng/Your\\_Industry/Agriculture\\_Forestry/Forestry/](https://www.hsa.ie/eng/Your_Industry/Agriculture_Forestry/Forestry/)

- 7.5.3 It is recommended that mandatory subjects are spread across all meetings, however, they can be covered in the first meeting. Subjects a) – e) above should be covered in 2-3 hours and the aim is to increase awareness of these features of the forest industry amongst participants. In addition, the KTG facilitator must collate learning material relevant to these subjects. It is a requirement that a folder known as the “participant’s folder” is given to each member with this material included, grouped and separated into the relevant headings. In addition to the above mandatory subjects the facilitator must also collate relevant material relating to the other topics covered. The Department may provide a framework and specific guidelines on mandatory subjects to all organisers before the first meeting. The use of any such material provided by the Department will be mandatory.
- It is not envisaged that this material provided is covered section-by-section classroom style. Instead, the facilitator must aim to raise the awareness of the relevance of these subjects to the forest owners own situation as far as possible using his/her own experience. This folder must be given to all participants by the end of the last meeting. The administrator will check this prior to making the final payment to the facilitator. Final payment may be delayed if folders have not been provided to all members.
- 7.5.4 In relation to the Management Action Plan this will require owners to identify, schedule and implement appropriate key actions required to optimise their forest resource from both financial and environmental perspectives. It must reflect the practical steps required for mobilising timber and biomass and what the owner needs to do in future years. This item will generate discussion between participants and facilitate peer-to-peer learning.
- 7.5.5 Other “housekeeping” issues for the first meeting could include payments to facilitators and participants (e.g., bank details, contracts) and completing a full record of emails.
- 7.5.6 It is important that the Department always has the most up-to-date copy of the KTG Schedule. This should be input on the KTG monitoring database and forwarded to the email address below. A situation cannot arise where the Department undertakes a spot check only to find out that the KTG schedule has changed. All efforts must be made to inform the Department of any changes that take place as soon as the administrator is made aware of these changes. Failure to notify in accordance with timelines specified below may result in an invalid meeting. KTG schedules can be communicated to the Department by email to [forestryktg@agriculture.gov.ie](mailto:forestryktg@agriculture.gov.ie).
- 7.5.7 Meetings subsequent to the first meeting are invalid unless the KTG Schedule has been agreed. Once the KTG schedule is agreed the facilitator sends this schedule and list of final KTG participants to the administrator within five working days of the first meeting.

- 7.5.8 The administrator will then circulate confirmation of the schedule to all participants within five working days of receiving the schedule from the facilitator. The administrator will also circulate confirmation of the schedule to the Department within five working days of receiving the schedule from the facilitator.
- 7.5.9 The facilitator must complete the KT5-For form (meeting details, Appendix 8) and send on to the administrator.

### **7.6 Step 6: Subsequent meetings**

- 7.6.1 Any changes to the schedule that might arise during subsequent meetings must be first notified by the facilitator, which means that participants wishing to reschedule must first contact the facilitator. The facilitator is responsible for ensuring that any changes made to the schedule have the consensus of all participants in the group. The role of the administrator is simply to confirm the new schedule. Minimum notice from the facilitator to the administrator for rescheduling or change of location of meetings/events is seven working days from the originally scheduled meeting (if meeting/event put back) or rescheduled meeting/event if put forward. Minimum notice from the administrator to the participants for rescheduling or change of location of meetings/events is three working days. Where rescheduling or changes to venues do occur, the following details must be emailed to the KTG administrator and subsequently to participants;
- Meeting cancelled/rescheduled;
  - Rescheduled meeting date;
  - Rescheduled meeting venue;
  - Rescheduled meeting start time;
  - Rescheduled meeting end time.
- 7.6.2 All changes must be accompanied by an alternative date/location. Meetings cannot be rescheduled for a second time otherwise the meeting/event will be treated as an invalid meeting; the itinerary must be reorganised in terms of its content. Cancelled meetings must also be notified along the same lines as rescheduled meetings.
- 7.6.3 The administrator must send the Department an updated schedule as soon as they have been notified and not less than two working days before the rescheduled/relocated meeting/event is due to take place. Meetings/events held outside of these parameters may be treated as an invalid meeting.
- 7.6.4 The Department will facilitate changes to the schedule for cases of force majeure such as bad weather, inaccessibility of sites etc. but we must be notified of any changes when they arise.
- 7.6.5 Following receipt of payment participants must complete a short paragraph in response to the following questions, see Appendix 10, KT7- For, Proof of Payment and Feedback form;
- What forest management activities have you undertaken or are planning to undertake as a direct result of your attendance at the KTG?
  - Outline five key issues you have learned?
  - What other topics/issues should have been covered?

- 7.6.6 The facilitator shall collect these replies and send them to the administrator with the last attendance sheet. The administrator will forward these to the Department along with the payment form.
- 7.6.7 At meetings that are subject to inspection, the facilitator should foresee sufficient time for the District Inspector to make a presentation on the preparation of quality applications including subjects, such as biodiversity maps and / or the Harvesting Plan.

## **7.7 Step 7: Submitting the Form 2 Payment Application**

- 7.7.1 Payments will be processed on completion of the seven meetings and once all conditions have been met. Payments will be split between Participants and Organiser with the Organiser element being processed once proof of payment forms have been provided for the participants. The Form 2 payment application must be submitted within 5 working days of the last meeting.
- 7.7.2 In order to process payment claims the Department must therefore have the following original hard copy documents for Participant Payments;
- Final KTG Schedule;
  - KT4-For, attendance sheets to substantiate the claim;
  - KT5-For forms for each meeting event held;
  - KT6-For, payment application Form;
  - Confirmation of distribution of participant folders to all participants;
  - Completed KTG database updates.
- 7.7.3 The KTG organiser payment will be made on receipt of the following documents;
- Completed KTG database updates, incl. 'breakdown of costs' section;
  - KT7-For Proof of Payment and feedback form.

Where KT7-For forms are not made available by the deadline specified by the Minister from the date of the participant payment, the participant payment is deducted from the organiser payment.

- 7.7.4 Organisers must make payments to participants within 5 working days from the date of receipt of payment from the Department. Proof of payment forms, KT7-For must be sent to participants for completion and returned to the Department in order to release the KTG organiser payment. The Department will release the KTG Organiser payment within 20 days of satisfactory receipt of all KT7-For forms from participants.
- 7.7.5 More detailed rules concerning payments and worked examples can be found under Section 11 and Appendix 17.

## **8. KTG Meeting/event management**

- 8.1 The KTG must consist of seven meetings or events (the first and last must be a meeting). All Knowledge Transfer Group meetings shall be of at least two hours' duration and not more than four. Field trips may be longer. There should be a minimum of 2 outdoor events and a maximum of 5 outdoor events. There shall be a minimum of seven days between each KTG meeting. It is allowed for a meeting and an event to take place within the same seven-day

period. Failure to comply with these rules, in the absence of specific prior approval by the Department, will result in an invalid meeting.

- 8.2 All KTG meetings/events must be completed within the prescribed period as notified in the call for Form A applications. Where the seven meetings/events cannot be organised within that period, the KTG organiser can seek approval from the Department for an extension. This can be granted only in exceptional circumstances and must be notified to the Department at least one month in advance.
- 8.3 Attendance sheets will be managed by the KTG facilitator who will forward these to the KTG administrator within five working days of a meeting taking place. The template provided in the KTG Database provided by the Minister should be used for recording attendance for each meeting / event. The administrator will scan the attendance sheets and email/post to [forestryktg@agriculture.gov.ie](mailto:forestryktg@agriculture.gov.ie) and keep the originals. The attendance sheets will be submitted alongside the payment application (Appendix 9) along with the monitoring database.
- 8.4 Attendance rules are as follows;
- Attendance sheets are only available for participants to sign up to 30 minutes from the start time of the meeting and after 30 minutes from the end of the meeting (signatures in and out will be used to verify this);
  - Participants must sign in and out of each meeting/event to be eligible for payment;
  - The participant/nominee must stay for the duration of the meeting to attain credit for attendance (a valid meeting);
  - Participants/nominees shall sign his/her own name on an attendance sheet at the start of each meeting as proof of their attendance at the required number of meetings/events, that is, nominees shall sign their own name and not that of the participant;
  - Attendees must indicate if they are visitors to the KTG on the attendance sheet;
  - The facilitator must aim to be at the venue 45 minutes prior to the start of the meeting;
  - Where the facilitator is more than 30 minutes late the meeting is recorded as an invalid meeting in respect of the facilitator. The meeting must continue however so that participants can be reimbursed for a valid meeting in respect of the participants;
  - Where the facilitator does not turn up, that is, more than an hour late, the entire meeting is invalid for both the facilitator and the participants but may be rescheduled within 10 days and not beyond 30 working days of the last event.
- 8.5 Attendances are not valid for payment purposes if attendance falls outside of these parameters. The KTG facilitator shall ensure that the attendance sheet is accurate and that all attending participants/nominees have signed their name.
- 8.6 The following additional rules will also apply to meetings/events;
- Combined/joint meetings/events with other KTGs (at application level) are prohibited;
  - Meetings/events may not be held outside the State;
  - Meetings/events cannot commence prior to 9am or after 8pm;
  - Only one out of the maximum four events can take place on a weekend. All other meetings/events cannot take place on a weekend or Public or Bank holidays.
  - Meetings cannot be held in 'classroom' style but must be held in a layout that facilitates group or peer-to-peer interaction and conversation.
- There should be a minimum of 2 outdoor events and a maximum of 5 outdoor events.

- 8.7 Meetings/events, which fail to fulfil these rules are invalid (facilitator) and no costs for these meetings/events will be reimbursed (participant).
- 8.8 See Section 7.6 on subsequent meetings for rules concerning rescheduling meetings.
- 8.9 The latest information, advice and guidelines published by the Department of Health and the HSE in relation to the COVID-19 (Coronavirus) outbreak (<https://www.gov.ie/en/campaigns/c36c85-covid-19-coronavirus/>) must be adhered to, without exception, when organising KTG meetings and events.

## **9. Data Protection - Data Protection Notice:**

### **9.1 Part A: Information applicable to all the Departments customers:**

- 9.1.1 The Department of Agriculture, Food and the Marine is fully committed to keeping all personal data, submitted by our customers, fully safe and secure during our administrative processes. All necessary technical measures have been put in place to ensure the safety and security of our systems that hold this data. Staff of the Department is also considered customers of the Department from a Data Protection perspective and may exercise their rights in the same way.
- 9.1.2 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) that their data will be used for and why, where it may be shared elsewhere and why and how long their data may be held for by the Department. Information on the rights of the customers will also be provided.
- 9.1.3 The current legislation for Data Protection in Ireland is the Data Protection Act 1998 as amended by the 2003 Data Protection Act. The General Data Protection Regulations (EU 2016/679) came into effect on 25<sup>th</sup> May 2018.
- 9.1.4 The Data Controller for the collection of all personal data in the Department of Agriculture, Food and the Marine is the Minister for Agriculture, Food and the Marine, as the legal entity.
- 9.1.5 The Data Protection Officer can be contacted as follows: Data Protection Officer, Data Protection Unit, Corporate Affairs, Department of Agriculture, Food and the Marine Grattan Business Park, Dublin Road, Portlaoise, Co Laois, R32 K857.
- 9.1.6 Personal data processed by the Department will only be used for the specific purpose(s) as outlined when the data is collected and will only be used in accordance with the Data Protection legislation in force.
- 9.1.7 When you, as a customer, provide personal data to the Department you have certain rights available to you in relation to that data. These rights are as listed below and can be exercised by contacting the Data Protection Officer, as detailed above.

### **9.2 Part B – Information specific to the personal data being collected**

- 9.2.1 The following data is specific information in relation to the personal data processed for Forestry Knowledge Transfer Group (KTG) 2014-2020
- 9.2.2 Specified purpose:
  - 9.2.2.1 The purpose for collection and use of the data shall not extend beyond the Forestry KTG scheme and the objectives of this scheme as outlined. This may include future surveys to

determine the level of forest management activity undertaken following participation in the scheme.

9.2.2.2 The organisers/administrators and facilitators undertake to treat all information, particularly personal data as confidential and to comply with all directions of the Department with regard to the use and application of all and any confidential information.

9.2.3 Legal basis:

The decision to participate in the KTG scheme and consequently send your contact details to the Department of Agriculture, Food and the Marine is entirely your decision; there is no legal basis compelling you to send the Department your contact details.

9.2.4 Recipients:

9.2.4.1 Organisers/administrators, facilitators and participants/nominees must be aware that all the information supplied on applications and in any supporting or related documentation shall be made available to any other Department or Agency solely for audit and evaluation purposes and as appropriate, and that the results of which may be made public. No individual will be identified.

9.2.4.2 All information held by the Department including information relating to attendance or non-attendance at meetings or events may be made available to the Department or to any other Department or Agency where required, for scheme evaluation and statistical purposes, the results of which may be made public. No individual will be identified.

9.2.4.3 In accordance with the European Union Guidelines for State aid in the agriculture and forestry sector and in rural areas 2014 – 2020, data of beneficiaries of funding under the Forestry Programme 2014 – 2020 will be published and may be processed by auditing and investigating bodies of the European Union. This information will be published on the Department's website and will include the full text of the notified aid scheme and its implementing provisions, the granting authority, the names of the individual beneficiaries, the scheme type and amount of aid granted to each beneficiary, the region at Nomenclature of Territorial Units for Statistics level II in which the beneficiary is located and the principal economic sector in which the beneficiary has its activities, at NACE group level (statistical classification of economic activities in the European Community). This will only apply to beneficiaries where the cumulative aid amount granted at financial approval is greater than €60,000 for beneficiaries active in the primary agriculture production and €500,000 for others for the amount of aid granted at the time of financial approval discounted at the rate at the time. Such information will be published after the granting decision has been taken and will be kept for at least 10 years and shall be available for the general public without restrictions. These records must be maintained for 10 years from the date of award of the aid and must be provided to the Commission upon request.

9.2.4.4 Information supplied to the Department may be disclosed under the Freedom of Information Acts 1997 and 2003. All personal data will be processed in accordance with the Data Protection Acts 1988 and 2003.

9.2.5 Transferred outside the EU:

Data will not be transferred outside the EU.

9.2.6 Retention Period:

Data collected for this purpose will be held by the Department only as long as there is a business need to do so in line with the purpose(s) 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.

9.2.7 Data Provision being statutory or contractual obligation:

9.2.7.1 Submission of signed application forms confirm acceptance of the terms and conditions of the scheme and constitute acceptance of a contract between the Department and KTG Organiser who is responsible for the successful completion of the KTG.

9.2.7.2 The Organiser, Facilitator and Participants are required to supply data in support of the KTG scheme to confirm involvement in forestry and the forestry KTG and to enable the Department to process payment following the successful completion of the KTG.

9.2.7.3 Incorrect or incomplete data or failure to supply data may result in exclusion from the scheme.

9.2.8 Automated Decision Making:

Certain personal data provided in support of this scheme will be processed automatically for the purpose of cross-checking personal details on the Department's Corporate Customer System and accounts system to enable the processing of payments.

9.2.9 Information from Third Party:

Data supplied by third parties such as KTG Organisers will be treated in the same manner as data supplied directly from customers.

9.2.10 Technical information regarding cookies policy and collection and use of technical information (similar to that already on website):

The Department of Agriculture, Food and the Marine is fully committed to keeping all personal data submitted by its customers, fully safe and secure during administrative processes. All necessary technical measures have been put in place to ensure the safety and security of the systems that hold this data.

## **10. Inspections, Administrative and Compliance Checks**

10.1 All applications for reimbursement and payment claims will be subject to administrative checks, on-the-spot inspections and any other controls deemed necessary, before reimbursement or payments are made under the Forestry KTG Scheme.

10.2 Administrative checks may include all KTG related documentation, including the following;

- Attendance sheets;
- Completion of Management Action Plans;
- Delivery of participants' folders;
- Attendance at events (where registration at events is required).

10.3 Organisers, administrators, participants, nominees and facilitators shall facilitate any such administrative and on-the-spot checks as the Department deems necessary. Group meetings spot checks may be selected on the basis of risk analysis and supplemented with a random

selection. The risk analysis will be based on the number of individuals assigned to each KTG. Smaller groups are deemed a higher risk of not meeting the average attendance rate.

- 10.4 No reimbursement or payment shall be made in favour of organisers, facilitators or participants where it is established by the Department that the conditions for payment were artificially created.
- 10.5 No reimbursement or payment shall be made in favour of organisers, facilitators or participants where it is established that they failed to comply with checks and on-the-spot inspections.
- 10.6 During the course of the KTG schedule Department Forest Inspectors will conduct spot checks of meetings and events. The minimum frequency of Inspector spot checks are the number of KTGs in an application.
- 10.7 Applications may be cross checked with records held in the Department.
- 10.8 KTG organisers must submit up-to-date KTG schedules to the Department.
- 10.9 Payments are made to the Organiser in two stages;  
Payment to the Organiser for participants on receipt of required documentation;  
(ii) Payment for Organiser on receipt of proof that payment has issued to the participants.
- 10.10 Penalties will apply for breaches of the terms and conditions.

## 11. Eligible Costs

- 11.1 The funding structure will be as follows;

Payee	Reimbursement/grant payment per	Payment Rate €
KTG Participant	Meeting attended	€70
KTG Organiser	Group organised	€6,500*

\*For the purposes of calculating penalties the payment rate for the facilitator is the same as that for the organiser

- 11.2 Approval can only be given for one KTG application (Form 1) in a given calendar year per KTG organiser. The minimum number of participants per KTG is 10. The maximum number of KTGs in an application is five. Where the scheme is over-subscribed a number less than that applied for may be offered. The following table illustrates the possible scenarios;

No. of Members	10	30	35	39	80
Number of KTGs	1	2	2	3	5
Average members per group	10	15	17.5	13	16
Number of members in Group 1	10	10	20	11	20
Number of members in Group 2		20	15	12	10
Number of members in Group 3				16	15
Number of members in Group 4					15
Number of members in Group 5					20

- 11.3 A minimum of four meetings must be attended in order for the participant to become eligible for reimbursement of any costs. This will be verified by attendance sheets. Participant payment according to the number of meetings attended is illustrated in the following table:

Number of meetings attended	1	2	3	4	5	6	7
Payment (€70 per meeting)	€0	€0	€0	€280	€350	€420	€490

- 11.4 Where one or two KTGs are being organised as part of a KTG Application, the average attendance over the seven meetings/events must be 10 or more in order to qualify for the full organiser payment. The average attendance is always rounded to the nearest whole number. Attendance will be verified by attendance sheets.
- 11.5 Where three or more KTGs are being organised in a given application, the average number of attendances in each individual KTG must be 13 or greater in order to qualify for the full organiser payment. Attendance will be verified by attendance sheets.
- 11.6 Where the average attendance thresholds are breached, the reduced organiser payment is calculated as a percentage of the average attendance over the group size. When organising KTGs therefore organisers must bear in mind that participants may leave thereby reducing attendance and risk breaching the average members per KTG threshold and thereby incurring a penalty. See Appendix 14 for worked example of payment calculation.
- 11.7 KTG Organisers must make payments that are due to participants 5 working days from the date of receipt of the payment from the Department. Proof of payment will be required. The organiser payment will be released for payment when a bank statement showing proof of payment to all participants has been provided.
- 11.8 KTG Organisers must make payment to the facilitator 5 working days from the date of receipt of the payment from the Department. Proof of payment will be required. Where proof of payment for facilitators is outstanding, the KTG organiser will be excluded from future KTGs.

## Appendix 1: Policy Context for KTGs

### Food Wise 2025

- Maximise uptake of allocated funding for the Forestry 2014-2020 Programme to help increase afforestation levels to capture carbon, and sustain the production of forest-based biomass to meet renewable energy targets.
- At producer level, the strategy will support the development of on-going and lifelong education, training and knowledge transfer programmes to give farmers, fishermen and forest owners the tools and skills to develop their business enterprises, maximise their profitability and utilise their resources in the most productive sustainable manner by enabling them to integrate the latest technologies and processes into their day to day operations.
- Ensure the availability of suitable programmes of education and training across the sector and research programmes targeted at identified needs. The importance of investment in training, research and development is recognised and the strategic actions focus on a more co-ordinated overall approach in these important areas

### **“Forests, products and people Ireland’s forest policy – a renewed vision”**

#### **Strategic Actions referred to in main document:**

- 2.5 Collaborative mechanisms for the management of privately owned forests will be actively encouraged and their use to enhance the delivery of the full range of forest benefits investigated.
- 2.9 The current mechanisms of informing the forest sector and in particular forest owners will be reviewed, and where appropriate more effective initiatives and measures will be put in place including more direct collaboration with stakeholder representative organisations.
- 4.7 The Department will support measures that encourage collaborative actions to improve economies of scale among forest owners.
- 4.11 Support measures to optimise the environmentally efficient and sustainable recovery of harvesting residues for energy.
- 8.1 The Department to facilitate voluntary forest certification through the structure and content of environmental guidelines, an updated Code of Best Forest Practice and forest management planning systems, and through other measures, in order to facilitate access to market.

### **COFORD Wood Mobilisation Group. 2015. Mobilising Ireland’s forest resource. COFORD, Dublin.**

Outline of Recommendations referred to in main document;

Recommendation 1: The Department and Teagasc, in collaboration with Coillte, grower organisations, private forestry managers, and the ITC to provide information to make growers aware of the possible impact of felling age on overall financial return (Priority 1).

Recommendation 32 The Department, Coillte, Teagasc and the forest sector at large to stimulate increased intensity of harvesting at thinning and clear felling stages through the development of good practice guidance, dissemination of research findings ,and increasing the use of full tree harvesting (including tops and branches) and recovery of final harvesting residues (Priority 2).

## Appendix 2: Form A – Application for Forestry Knowledge Transfer Group

Name of KTG Organiser	
Address	
Email	
Number of KTG Groups Proposed*	Number of Participants Proposed*
<i>*Please note that failure to fill the number of KTGs/Participants sought at Form A stage could disadvantage the final allocation of KTGs following receipt of the Form 1.</i>	
Description of how client base/membership would benefit from membership of a KTG	
30 marks	
Capacity/experience to run the KTG programme (include relevant experience of KTG administrator and experience of proposed facilitator in previous knowledge transfer groups)	
30 marks	
Track record of KTG organiser in previous knowledge transfer activities (field trips, seminars, etc.). Track record in previous forestry KTGs will not be taken into account.	
20 marks	
Promotion strategy to attract inactive forest owners to a KTG	
20 marks	

Name On behalf of the Organiser	
Role	
Form A Date	
Signature	

*Please use additional pages if there is insufficient room here. Please type or write clearly, illegible forms will be returned.*

### **Appendix 3: Email/Letter templates**

#### **Invitation email/letter**

Dear *[Name of Participant]*

*[Name of KTG organiser]* would like to invite you to apply to participate in the Forestry Knowledge Transfer Group for Mobilisation of Timber and Biomass. I have enclosed/attached a schedule for the KTG, which includes proposed locations and dates for meetings/events. Please note that these details are provisional only and will be discussed at the first meeting at which point they may be subject to some changes. If you wish to accept this invitation please complete the attached KTG participant application form and return by email to *[email address of KTG organiser]* or by hard copy to the address below.

*[Name of KTG organiser contact]*

*[KTG organiser name]*

*[Addr1]*

*[Addr2]*

*[Addr3]*

Applications must be received by *[Name of KTG organiser]* within 10 working days of the date on this invitation. If a reply is not received within this timeframe, the offer is withdrawn automatically and will be offered to the next applicant.

Confirmation of your participation will issue once final approval for funding is received from the Department of Agriculture, Food and the Marine.

#### **Notification that place cannot be allocated**

Dear *[Name of Participant]*

I wish to inform you that *[Name of KTG organiser]* are unable to accommodate your expression of interest to join our Forestry Knowledge Transfer Group for Mobilisation of Timber and Biomass. Unfortunately the KTG was oversubscribed and we have had to turn down your application on the basis of a combination of forest management stage and first come first served principals.

We have kept your details on file and if a participant withdraws from the scheme we may be able to offer you that place. Furthermore we hope to hold further forestry KTGs in the next 12 months in which case we may invite you to attend and perhaps we can accommodate you at this stage.

I would like to take this opportunity to thank you for your interest in this scheme and I hope to be in contact with you again soon.

KTG Organiser Name			
Address			
Eircode		Phone number	
Email			
Number of Groups		Number of Participants	

Committee of Management Details	
Chairperson	Administrator
Name	Name
Address	Address
Eircode	Eircode
Email	Email
Phone	Phone
Committee Member	Committee Member
Name	Name
Address	Address
Eircode	Eircode
Email	Email
Phone	Phone
List items on the KTG schedule that will address biomass for energy, sustainable forestry methods and/or technologies, the development of new business opportunities and new technologies, and on the improvement of forest resilience.	

The work described herein, would not have been undertaken if it was not for the financial support provided under State Aid rules. Without this aid, there would be no change to current activities. Tick box to confirm that this is the case. ☐

## Public Liability Insurance

Yes

☐☐

No

☐

### Undertakings

- (i) I certify that all the information is true and accurate and I accept that any false or misleading information may render this application null and void.
- (ii) I certify that I meet the eligibility criteria as outlined in the terms and conditions of the Knowledge Transfer Group scheme.
- (iii) I undertake to comply with the terms and conditions and accept that failure to meet those terms and conditions may result in forfeiture of payment or penalties.
- (iv) I confirm that the information above is correct to the best of my knowledge and that it refers to me/us.
- (v) I further agree that the details supplied in my application form, along with any supporting documentation, may be made available to the Department or to any other body where required for scheme evaluation and statistical purposes and that the results of which may be made public.
- (vi) I understand that video footage may be recorded during the KTG meetings and that these videos may be shown on the Department's website or through other channels;
- (vii) I understand that all data held/requested/accessed by the Department is subject to the Data Protection Acts 1998 and 2003 and the General Data Protection Regulations (EU 2016/679), which come into effect on 25 May 2018.
- (viii) I understand that failure to fulfil terms and conditions to the satisfaction of the Department may result in reduced or nil payment for services provided.
- (ix) I agree that the Department may contact the participants and the facilitator directly without permission from the KTG organisers. This contact may include requesting information on the level of forest management activity that has taken place since the KTG ended. Facilitators/participants may also be asked their views on how the KTG worked for them and what improvements could be made to the scheme in the future.
- (x) I agree that the Department can contact any member of the committee of management directly after the KTG is completed. This contact may include requesting information on the level of forest management activity that has taken place since the KTG ended. Facilitators may also be asked their views on how the KTG worked for them and what improvements could be made to the scheme in the future.
- (xi) I understand that the Department may terminate or postpone the scheme at any stage without prior notification. The KTG organiser may not cover any costs incurred in the project in the event of termination or postponement.

### Signed on behalf of the Committee of Management

Signature of KTG Committee of Management

Member

---

Print Name

---

Date

---

## Appendix 5: KT2-For (Participant)

### KTG Participant Application Form (KT2-For)

<b>Organiser Name</b>		
<b>KT Group Name/Number</b>	<b>Facilitator Name</b>	
<b>Participant Name</b>		
Address		
Eircode		
Plantation Address		
Phone	Email	Indicate if Farmer/Non-Farmer <small>Please circle one above.</small>
<b>Department Business Number (Forest Owner Number, Contract Reference, Herd no etc.)</b>		
Are you a forest owner?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Are you a member of a forestry group?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Have you participated in a previous forestry KTG?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Are you a farmer?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Do you have a forest road?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Have you thinned your plantation?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Have you a Forest Management Plan?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
What specific area of forestry do you wish to learn more about?		
<b>Nominee Name (not mandatory)</b>		
Address		
Eircode		
Phone	Email	
Relationship to Participant		

## Undertakings

- (i) I certify that all the information is true and accurate and I accept that any false or misleading information may render this application null and void.
- (ii) I certify that I meet the eligibility criteria as outlined in the terms and conditions of the Knowledge Transfer Group scheme. Where I have nominated a person to attend on my behalf, this is in accordance with the terms and conditions.
- (iii) I undertake to comply with the terms and conditions and accept that failure to meet those terms and conditions may result in forfeiture of payment or penalties.
- (iv) I undertake to keep all necessary records pertaining to the Knowledge Transfer Group and output of tasks to be completed for verification by the facilitator/organiser and inspection by the Department of Agriculture, Food and the Marine or agents acting on its behalf for a period up to and including 6 years after the end of the programme.
- (v) I confirm that the information above is correct to the best of my/our knowledge and that it refers to me/us.
- (vi) I further agree that the details supplied in my application form, along with any supporting documentation, and any information held in the KTG Database relating to my attendance or non-attendance at meetings or events may be made available to the Department or to any other body where required for scheme evaluation and statistical purposes and that the results of which may be made public.
- (vii) I understand that all data held/requested/accessed by the Department is subject to the Data Protection Acts 1998 and 2003 and the General Data Protection Regulations (EU 2016/679), which come into effect on 25 May 2018.
- (viii) I understand that attendances are not valid for payment purposes, if attendance is recorded 30 minutes after the start time of the meeting or if I leave 30 minutes before the end time of the meeting.
- (ix) I understand that attendances are not valid for payment purposes if attendance sheets are not signed at the beginning and at the end of the meetings or events.
- (x) I understand that the Department may terminate or postpone the scheme at any stage without prior notification. The Department will not cover any costs incurred in the project in the event of termination or postponement.
- (xi) The Department shall not be liable for any direct or indirect loss or liability to the participant resulting from information transferred to the organiser by the facilitator on behalf of a participant. Payments may be reduced or lost where it is found that the participant, facilitator, or organiser does not adhere to the conditions of the KTG scheme.
- (xii) I authorise the facilitator and organiser whose details are set out in this form to communicate with the Department and act on my behalf for the purpose, in the first instance, of completing and submitting the relevant application form(s) and thereafter for the submission of my/our details in such format as may be required from time to time by the Department.
- (xiii) I agree that the Department can contact me directly after the KTG is completed without having to notify or seek permission from the organiser or facilitator. This contact may include requesting information on the level of forest management activity that has taken place since the KTG ended. Participants may also be asked their views on how the KTG worked for them and what improvements could be made to the scheme in the future.
- (xiv) I agree that the Department, without further notification to me or those involved in this KTG application, can request from Coillte Teoranta or any other relevant organisation that manages forest partnership arrangements with forest owners where the timber rights are transferred to these organisations either temporarily or on a permanent basis, confirmation that I am not in a partnership arrangement with them with regard to timber rights concerning forests that I own.
- (xv) I understand that video footage may be recorded during the KTG meetings and that these videos may be shown on the Department's website or through other channels.
- (xvi) I authorise the Department to forward my personal details to my facilitator and organiser whenever the need arises.
- (xvii) I agree that the Department may request/access data held externally in relation to me, which is required for the purpose of assessment/verification of my/our application and participation in the KTG scheme.

Participant Signature	Date
Print Name	
Nominee Signature	Date
Print Name	

Please note this application cannot be accepted unless it is signed by the Participant and their Nominee (if any).

## Appendix 6: KT3-For (Facilitator)

### KTG Facilitator Application Form (KT3-For)

Name					
Company name					
Address					
Eircode					
Phone	Email				
Do you hold a NFQ Level 8 qualification in forestry or equivalent?		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Give details of your qualification					
Date facilitator course completed or scheduled for completion.					
Short description of experience in relation to mandatory subjects to be covered.					

I have a minimum level of €150,000 professional indemnity insurance. ☐

I am participating in the Society of Irish Foresters continuous professional development (CPD) programme. ☐

### Undertakings

- (i) I certify that all the information is true and accurate and I accept that any false or misleading information may render this application null and void.
- (ii) I certify that I meet the eligibility criteria as outlined in the terms and conditions of the Knowledge Transfer Group scheme.
- (iii) I undertake to comply with the terms and conditions and accept that failure to meet those terms and conditions may result in forfeiture of payment or penalties.
- (iv) I confirm that the information above is correct to the best of my knowledge and that it refers to me/us.
- (v) I further agree that the details supplied in my application form, along with any supporting documentation, and any information held in the KTG Database relating to my attendance or non-attendance at meetings or events may be made available to the Department or to any other body where required for scheme evaluation and statistical purposes and that the results of which may be made public.
- (vi) I understand that all data held/requested/accessed by the Department is subject to the Data Protection Acts 1998 and 2003 and the General Data Protection Regulations (EU 2016/679), which come into effect on 25 May 2018.
- (vii) I understand that video footage may be recorded during the KTG meetings and that these videos may be shown on the Department's website or through other channels;
- (viii) I understand that failure to fulfil terms and conditions to the satisfaction of the organiser in consultation with the Department including punctual attendances at meetings/events and failure to properly organise and run these meetings/events may result in reduced or nil payment for services provided.
- (ix) I understand that the Department may terminate or postpone the scheme at any stage without prior notification. The KTG organiser may not cover any costs incurred in the project in the event of termination or postponement.
- (x) I authorise the organiser whose details are set out below to communicate with the Department and act on my behalf for the purpose, in the first instance, of completing and submitting the relevant application form(s) and thereafter for the submission of my/our details in such format as may be required from time to time by the Department.
- (xi) The Department shall not be liable for any direct or indirect loss or liability to the facilitator resulting from information transferred to the Department by the organiser on behalf of a facilitator. Payments may be reduced or lost where it is found that the participant, facilitator, or organiser does not adhere to the conditions of the KTG scheme.
- (xii) I agree that the Department may contact the participants and organiser directly without being notified or without my permission. This contact may include requesting information on the level of forest management activity that has taken place since the KTG ended. Organiser/participants may also be asked their views on how the KTG worked for them and what improvements could be made to the scheme in the future.
- (xiii) I agree that the Department can contact me directly after the KTG is completed without having to notify or seek permission from the organiser or facilitator. This contact may include requesting information on the level of forest management activity that has taken place since the KTG ended. Facilitators may also be asked their views on how the KTG worked for them and what improvements could be made to the scheme in the future.

Name of KTG Organiser	
Address	

Facilitator Signature	Date
Print Name	

**Appendix 7: KT4-For (Attendance Sheet)**

**KTG (name)**

**ATTENDANCE SHEET**

<b>Meeting No.</b>	
<b>Meeting Date:</b>	
<b>Venue:</b>	
<b>Indoor / Outdoor:</b>	
<b>Facilitator (Name):</b>	
<b>External Expert (Name):</b>	
<b>Meeting start time:</b>	<b>Meeting end time:</b>

**Participants: Only sign the attendance sheet relating to the meeting you have actually attended**

ID	Participant Name	FO No.	Nominee (Name), if relevant	Time In	Signature	Time Out	Signature
P1							
P2							
P3							
P4							
P5							

ID	Participant Name	FO No.	Nominee (Name), if relevant	Time In	Signature	Time Out	Signature
P6							
P7							
P8							
P9							
P10							
P11							
P12							
P13							
P14							
P15							
P16							
P17							
P18							
P19							
P20							

I certify that the person(s) who are listed and have signed the above attended sheet were at this meeting in partial fulfilment of the KTG terms and conditions.

Facilitator Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Print Name

\_\_\_\_\_

This meeting was attended by  
additional expertise:

Yes ☐

No ☐

Name of expert

\_\_\_\_\_

Contact details

\_\_\_\_\_

Signature

\_\_\_\_\_

### Appendix 8: KT5-For (Meeting Details)

KTG Meeting No.			
Meeting date			
Venue			
Meeting start time			
Meeting finish time			
Detail mandatory topic(s) included			
Subjects covered			
Meeting type			
Cancelled	Yes <input type="checkbox"/> No <input type="checkbox"/>		
Date meeting cancelled		Time meeting cancelled	
Date meeting rescheduled		Rescheduled venue	
Rescheduled start time		Rescheduled finish time	
Rescheduled meeting type			
Meeting abandoned	Yes <input type="checkbox"/> No <input type="checkbox"/>	Date meeting abandoned	

Facilitator Signature	Date
Print Name	

## Appendix 9: KT6 – For Payment Application Form

Form Note: This form must be received by the date specified without exception

**Name of KTG Organiser:**

**Number of KTGs:**

	Group 1	Group 2	Group 3	Group 4	Group 5	Total
<b>Name of Group</b>						
<b>Total number of valid attendances</b>						
<b>Total amount being claimed €</b>						

**Organiser Signature:**

**Date:**

### Checklist:

**In order to process payment claims the Department must have the following documents;**

- ✓ Updated KTG Schedules (scanned copies);
- ✓ Completed KTG database updates;
- ✓ KT4 -For Attendance Sheets to substantiate the claim;
- ✓ KT5-For forms for each meeting event held;
- ✓ KT6-For Payment Application Form;
- ✓ The KTG final report.

### Appendix 10: KT7-For Proof of Payment and Feedback Form

Name of Participant	
Name of KT Group	
Notes	

<b>Participant Feedback</b>
Please provide a rating from 1 to 5 for the KTG you attended. 1 being poor and 5 being excellent.
<div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto;"></div>
Outline five key issues you have learned. 1 2 3 4 5
What other topics or issues should have been covered?
What forest management activities have you undertaken or are planning to undertake as a direct result of your attendance at the KTG?

Participant Signature	Date
Print Name	

## **Appendix 11: Non-Mandatory subject suggestions**

1. Monitoring forest health
2. Management plans and certification
3. Shaping and pruning of broadleaves
4. Pruning of conifers
5. Brashing
6. Planning for first thinning
7. Planning for forest road
8. First thinning operations
9. Forest road building operations
10. Natural regenerations
11. Continuous cover forestry
12. Subsequent thinning
13. Risk of wind blow
14. Forest protection
15. Clearfell
16. Legal obligations in forest management
17. Timber measurement and valuation
18. Whole tree harvesting
19. Recovery of biomass
20. Fast growing trees
21. Bio-energy markets and incentives
22. Minimising environmental impacts of harvesting operations
23. Reforestation
24. Woodland improvement
25. Biodiversity and forests
26. Non timber benefits of forestry
27. Management of small native woodlands
28. Forest fires (setting up local action groups)

## Appendix 12: Sample Management Action Plan

Forest Management Objective	
<input type="checkbox"/>	1 Commercial timber production while adhering to principles of sustainable forest management
<input type="checkbox"/>	2 Provide commercial non-timber benefits
<input type="checkbox"/>	3 Provide environmental benefits and services
Other	
<hr/>	
<hr/>	
<hr/>	

Forest Management Plan Detail												
Plot No.	Forest Type	Mgmt Obj	1 <sup>st</sup> Action	Plan Year	2 <sup>nd</sup> Action	Plan Year	First Thin	Rot Type	Fell Year	Timing	Road Status	Harvest Area (%)

**Forest Type** Only one forest type is allowed per plot / sub-compartment. These are:-

- BHF** Broadleaf high forest
- CHF** Conifer high forest
- COP** Coppice forest
- MHF** Mixed high forest
- NON** Non-forest area

**Management Objective** This refers to the primary management objective for the plot. It can be different to the overall high level objective for the forest. The user must include one objective. The possibilities are:-

- Biodiversity** Areas managed for biodiversity
- Hunting** Includes areas managed for hunting and sporting leases
- Landscape** Areas managed primarily for landscape purposes
- Protection** Includes buffer areas around features (excludes water)
- Recreation** Areas managed primarily for the provision of recreation
- Riparian** Protection of water quality including riparian buffer zones
- Timber** Primary purpose is production of saleable timber
- Other** None of the above and the user can specify

**Plan Year** The year in which the management activity is scheduled to take place

**1<sup>st</sup> Activity/2<sup>nd</sup> Activity** A list of activities follows:

Aerial Fertilisation; Drain repairs; Fence repairs; Fertilise; Fire lines;

Harvesting; Inventory; None; Other; Paths; Protection; Pruning;

Road Construction; Road upgrade; Road repairs; Shaping

**First Thin** This is the year when it is planned to undertake the first thinning or in the case of thinned crops the year in which the first thinning took place or is estimated to have taken place. The user is prompted to enter a year, which is a four digit numeric value.

**Rotation Type** There are six possibilities.

MMAI is the rotation of maximum mean annual increment and is equivalent to the rotation of maximum volume production.

Standard is the rotation age specified by the Department in the late 1970s and is age of MMAI<sup>1</sup> less 20% for Sitka and Norway; age of MMAI less 30% for Lodgepole, and; age of MMAI for all other conifer species. It was an approximation of the financial rotation. As there was no Standard rotation for broadleaves specified at that time, the rotation of MMAI is taken by default as the nearest approximation. As the values for Standard have not been revised, it would be prudent to undertake such a review prior to the implementation of the FMP.

Reduced is a rotation less than standard (-2 or more) and is usually prescribed due to concerns about crop stability.

Technical is a technical rotation, which is normally prescribed in order to produce a standard product or tree size at the age of clearfell for example rotation to produce 0.7m<sup>3</sup> average tree size at clearfell.

CCF indicates continuous forest cover and as such it is not a rotation type but classifies the plot / sub-compartment as never being felled but rather under a continuous thinning regime.

Extended indicates an extended rotation (+ 4 years or more) over a standard rotation. This could be for a variety of reasons including landscape, biodiversity or to await the felling of a more attractive adjoining or close by area.

**Fell Year** Once the user has selected the rotation type, they must enter a fell year.

**Timing** This indicates at what time during the year the planned harvesting can take place. Some sites due to a combination of soils, site factors can only be thinned during summer months, while others due to restrictions around designated areas and protected species and/or protected habitats can only be harvested at specific times during the year (summer or winter). There are three possibilities – summer, winter and all year.

**Road Status** This indicates whether there is adequate/sufficient roading to allow the harvesting to take place. There are two possibilities.

Adequate means that there is sufficient roading infrastructure for the planned harvesting to go ahead.

Inadequate means that harvesting cannot proceed until such time that either;

- (a) The road infrastructure is upgraded to a sufficient standard for example an existing track is upgraded to a road or a ROW or,
- (b) a new road is constructed.

**Harvest Area** This is an estimate of the percentage of the plot area that will be subject to harvesting. This can vary from 100% to as low as perhaps 50% for a number of reasons.

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<sup>1</sup> The age when the mean annual increment is at a maximum, that is, volume production is maximised

### Appendix 13: Possible Itinerary

Meeting	Venue	Content	Learning Mode	Duration/comment
1	Indoor	Introduction; initial assessment of participants; agree course content. Environmental requirements including water quality and habitats directive. Introduction to sustainable use directive; sustainable forest management; management action plan exercise.	Instructor and peer learning	2 hours
2	Outdoor	Measurement and inventory, valuation, timber assortment including biomass.	Instructor and peer learning	4 hours
<p><i>At this point some members of the group could be asked do a short exercise (in their own time) to research local markets for forestry biomass for energy and heat production. Others could look at vertical co-operation among supply chain actors in supplying biomass; this could help create links and trust between participants and harvesting contractors and agents for the future.</i></p>				
3	Indoor	Felling licence, road construction, thinning engaging and dealing with contractors, harvesting plans. Reports from participants regarding biomass markets and supply chain.	Instructor and peer learning	2 hours
4	Outdoor/ indoor	Thinning, harvesting plans, road construction, timber and biomass sales, dealing with and generating links with purchasers including purchasers of biomass.	Instructor and peer learning	4 hours Meet with a sample of potential buyers
5	Indoor	Impact of management decisions on profitability (Department's decision support tool for felling can be used to help demonstrate this), contracts, insurance, Health and Safety, taxation.	Instructor and peer learning	2 hours
6	Indoor	Certification, local biomass supply (local CHP installations for example) and supply chain cooperation (forest owners working together to cut costs and supply timber and biomass).	Instructor and peer learning	2 hours
7	Indoor	Sustainable forestry methods and/or technologies; the development of new business opportunities and new technologies; the improvement of forest resilience. Review of the management action plan and assessment of learning experience. How has the KTG benefitted participants? What will they be doing that they would not have done if they had not attended the KTG? Complete the Final Report (see Section 8.6).		3 hours

## Appendix 14: Penalties

### General Issues

Under the KTG for Mobilisation of Timber and Biomass Scheme failure to comply with all or any of the terms and conditions of the scheme will result in penalties being applied.

All penalties apply to the KTG organiser as the contract is between the Department and the KTG organiser. Penalties imposed on the KTG organiser will invariably be passed on at the appropriate rate to the facilitator and participants at which point the recovery of penalties becomes an issue between the KTG Organiser and the facilitator and participants. Penalty rates include the following;

Ref	Description of penalty	Owner	Penalty
1	Failure to attend a valid meeting	Participant	No costs covered for these meeting
2	Management action plan incomplete.*	Participant	Two meeting costs deducted
3	Failure to comply with T&C (e.g. inaccurate or out of date information provided to administrator).	Facilitator	20% reduction in payment rate
4	Failure to comply with inspections	Facilitator	Immediate end of KTG unless suitable replacement facilitator can be found, 100% reduction in payment rate. May no longer be permitted to take part in future KTGs for a period to be decided (not less than three years).
5	One invalid meeting	Facilitator	10% reduction in payment rate
6	Two invalid meetings	Facilitator	20% reduction in payment rate
7	Three invalid meetings	Facilitator	Immediate end of KTG unless suitable replacement facilitator can be found, 100% reduction in payment rate. May no longer be permitted to take part in future KTGs for a period to be decided (not less than three years).
8	Mandatory subjects not covered	Facilitator	10% reduction in payment rate for each mandatory subject not covered by the end of the seventh meeting.
9	Failure to email agreed KTG schedule on time to administrator	Facilitator	1% reduction in payment rate per day.
10	Failure to email schedule after 15 working days from deadline	Facilitator	Potential nil payment.
11	Failure to agree KTG schedule at first meeting	Facilitator	Invalid meetings thereafter.
12	Failure to deliver participant folders to majority of participants prior to the final meeting/event	Facilitator	5% reduction in payment rate.

Ref	Description of penalty	Owner	Penalty
13	Failure to comply with T&C (e.g. inaccurate or out of date information provided to administrator).	Organiser	20% reduction in payment rate.
14	Failure to comply with inspections	Organiser	Immediate end of KTG, 100% reduction in payment rate. May no longer be permitted to take part in future KTGs for a period to be decided (not less than three years).
15	Failure to make payments on time	Organiser	50% reduction in organiser payment rate if in breach greater than 5 working days, 100% reduction in payment rate if in breach greater than 10 working days. Potential exclusion from any subsequent KTGs
16	Failure to maintain average KTG size of greater than or equal to 10 where there are one or two KTGs**	Organiser	Ineligible for full payment in respect of KTGs failing to maintain these averages (see section 11.4, 11.5, 11.6).
17	Failure to maintain average KTG size of 13 or greater**	Organiser	Ineligible for full payment in respect of KTGs failing to maintain these averages (see section 11.4, 11.5, 11.6).
18	Failure to pass on accurate meeting/event information on time to DAFM on one occasion	Organiser	20% reduction in payment rate.
19	Failure to pass on accurate meeting/event information on time to DAFM on two or more occasions	Organiser	Immediate end of KTG, 100% reduction in payment rate. May no longer be permitted to take part in future KTGs for a period to be decided (not less than three years).
20	Failure to email agreed KTG schedule on time	Organiser	1% reduction in payment rate per day.
21	Failure to email KTG schedule after 15 working days from deadline	Organiser	Potential nil payment

\* Both the Forest Management Objective and Forest Management Plan detail not completed for plots specified

\*\*See section 11

Breaches of terms and conditions of the scheme not included in the table above will attract similar penalties based on the category of penalty. Penalties are calculated on the payment rate to the “owner” and deducted from the overall payment issued to the KTG organiser who will then pass on the penalty to the owner or absorb the penalty themselves. The payment rate for both the organiser and facilitator is €6,500. The following are some examples of how penalties will be calculated.

Penalty description	Owner	Penalty Calculation
Failure to attend two valid meeting	Participant	€70 × 2= €140
Failure to maintain average KTG size of greater than or equal to 13 for the seven meetings for two separate KTGs	Organiser	€6,500 × 2= €13,000
Two invalid meetings	Facilitator	€6,500 × 0.2=€1,300

### Appendix 15: Summary of Deadlines and Penalties

Action	Owner	Deadline	Penalty
Hold co-ordination meeting	Organiser	Date must be notified to the Department and Teagasc at least five working days in advance of this meeting.	
Invitation email, proposed dates and location of proposed KTG (the proposed KTG Schedule) to Department and to participants and notify participants that have not been allocated a place at the KTG	Organiser	As soon as possible after the co-ordination meeting	
Accept/decline invitation to attend KTG	Participant	Within 10 working days from receipt of invitation email/letter	After 10 working days the offer is withdrawn and offered to another forest owner.
Agree KTG schedule	Facilitator	First meeting	Valid meetings cannot take place unless the KTG schedule is agreed.
Agreed KTG Schedule properly developed	Organiser	Meetings not less than two hours duration and taking place not less than seven days apart	Invalid meeting
Email list of final members selected per KTG to the administrator along with the agreed version of the KTG Schedule.	Facilitator	Not less than five working days from the scheduled first meeting	1% penalty per day, delay greater than 15 working days potential nil payment
Email/post agreed KTG schedule to all participants	Organiser	Not less than five working days from receiving the schedule from the facilitator	1% penalty per day, delay greater than 15 working days potential nil payment
Email list of final members selected per KTG to the Department along with the agreed KTG Schedule.	Organiser	Not less than five working days from receiving the schedule from the facilitator	1% penalty per day, delay greater than 15 working days potential nil payment
Attend valid meetings/events	Participant	Attend more than 30 minutes late, leave more than 30 minutes early, meetings outside of prescribed times, fail to sign attendance sheet.	Invalid meeting
Arrange valid meetings	Facilitator	Meetings arranged outside of prescribed times, joint or combined meetings with other KTGs held	Invalid meeting

Action	Owner	Deadline	Penalty
Notification of rescheduled meetings and change of location and issuing of revised meeting/event details to participants and administrator.	Facilitator	Notify administrator at least seven days prior to originally scheduled meeting or rescheduled meeting if put forward.	Failure to apply these timelines will make meetings/events affected invalid. See also penalty references 6, 7 and 8. These additional penalties apply when inspections occur when there is no meeting.
Notification of rescheduled meetings and change of location and issuing of revised meeting/event details to participants and Department	Organiser	Notify participants at least three working days prior to originally scheduled meeting or rescheduled meeting if put forward. Notify Department on receipt of changes but notify not less than two working days.	As above
Attendance sheets sent to administrator	Facilitator	Not more than five working days from date of meeting	May result meeting(s) not credited to participant(s).
Completed Payment Application Form and supporting documentation submitted to Department	Organiser	Within 5 working days from date of final meeting/event	Delayed payment
Failure to provide KTG folders to all participants	Facilitator	Provided by the end of the final meeting	May delay final payment to facilitator
Delivery of KTG folder	Facilitator	Given to the majority of participants before the final meeting ends	5% of final payment
Failure to make payments on time	Organiser	Payments to facilitator and participants to be made within 5 working days from the date of receipt of payment from the Department	50% reduction in payment rate if breach greater than 5 working days, 100% reduction in payment rate if breach greater than 10 working days.

## **Appendix 16: Administrator Task List**

### **Recommended task list for KTG administrator**

1. The KTG Administrator is the contact person, for participants wishing participate in a KTG.
2. In preparation for the coordination meeting the KTG Administrator creates a draft list for each KTG to be formed based on first come, first service principles and if necessary on the management stage of the individual's forest thereafter. Try to group according to similar stage of development. Those selected are then assigned to individual KTGs based on the proximity to venues selected and their learning objectives thereafter. This is a rough list and must be circulated to members of the Committee of Management prior to the co-ordination meeting.
3. Following the co-ordination meeting, the KTG administrator circulates the proposed dates and locations of each meeting for each KTG being held to participants selected to attend these KTGs (the invitation email). Facilitator(s) are also given this information.
4. The KTG Administrator is the contact person for participants submitting completed application forms.
5. Date stamp responses to applications to verify that they have been received within 15 working days from the date the invitation was issued. Put in alphabetical order (surnames).
6. Application forms for the organiser, facilitator(s) and participants may be found in these terms and conditions.
7. Proposed topics, dates and locations of each meeting for each KTG being held recorded and notified to the Department. Any subsequent changes to these dates must also be recorded and notified to the Department.
8. The application forms to establish a KTG network are submitted to the Department for approval. The Department to cross-check FO numbers for accuracy.
9. The Department approval decision is communicated to the administrator in writing; this is the contract. The administrator must issue a letter of acceptance to the Department within 10 working days of the date on the approval letter in order to activate the contract.
10. If the Department's approval is issued, the final KTG list is created and invitations to the first meeting are issued. Participant lists for each KTG are copied to the facilitator(s).
11. Following the first meeting the facilitator(s) communicates the agreed KTG schedule to the administrator. Records are then updated with these details and notified to the Department.
12. The facilitator sends the attendance sheets and KT5-For Meeting Details form to the administrator;
13. Make sure at the 6<sup>th</sup> Meeting/Event that all mandatory subjects have been covered. If not make sure that they are included on the itinerary for the seventh meeting.
14. Before the seventh meeting, check participants have been provided with folders. Final payment may be delayed if folders have not been provided to all members. Check that the final report address the requirements sought (comparison table and narrative analysing the outcome of the KTG)
15. Check that participants attended at least four meeting when preparing payment claim.
16. Check that the average attendance at the meetings was equal to or greater than 10 for one or two KTGs and 13 for three or more.
17. Ensure that proof of payment forms for participants and facilitator are completed and returned to Department.

## Appendix 17: Payment Calculation

### Worked Example of Payment Calculations

Scenario: Single KTG group

Participant Payment Calculation: KTG 1 size 16

Participant No.	Meetings 1-7				Total due
1	7				€490
2	7				€490
3	7				€490
4	7				€490
5	7				€490
6	7				€490
7	7				€490
8	7				€490
9	3				€0
10	4				€280
11	5				€350
12	6				€420
13	1				€0
14	2				€0
15	0				€0
16	7				€490
<b>Totals</b>					<b>€5,460</b>

Organiser Payment

	Meeting 1	Meeting 2	Meeting 3	Meeting 4	Meeting 5	Meeting 6	Meeting 7	Average (7 meetings)
KTG 1	10	10	9	9	10	10	8	9

Payment = €3,656.25 (that is  $9 \div 16 \times 6,500$ )