



**Terms and Conditions of Tranche 2
of**

ACRES

AGRI-CLIMATE RURAL ENVIRONMENT SCHEME
Introduced by the

MINISTER FOR AGRICULTURE, FOOD AND THE MARINE

In implementation of

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

December 2023

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



The Department has prepared this document as an aid to ensure that farmers and advisors are aware of the requirements and conditions attached to the payments concerned and to assist in completing applications for the Agri-Climate Rural Environment Scheme (ACRES).

All applications to join the scheme must be submitted by an approved ACRES advisor on behalf of the farmer and, in authorising such, the applicant also accepts that he/she is familiar with the Terms and Conditions outlined in this document and will comply fully with them. If applicants have any queries in relation to their application, please telephone Lo call 053-9163425 or contact ACRES@agriculture.gov.ie or ACRESCP@agriculture.gov.ie

Changes to these Terms and Conditions will be publicised immediately on the Department's website.

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IMPORTANT: THIS BOOKLET HAS BEEN PREPARED AS AN AID TO APPLICANTS AND ADVISORS, BUT THE GOVERNING EU REGULATIONS FORM THE DEFINITIVE BASIS FOR THE ADMINISTRATION OF THE SCHEME IN QUESTION, PARTICULARLY WITH REGARD TO ELIGIBILITY AND, WHEN NECESSARY, ANY PENALTIES THAT MAY BE APPLIED.

1 General Outline and Legal Basis

- 1.1. These are the administrative provisions for the implementation of the Scheme known as the Agri-Climate Rural Environment Scheme ('ACRES') drawn up in accordance with the CAP EU Regulations 2021/2115, 2021/2116 including relevant secondary legislation, as well as the CAP Strategic Plan, the Strategic Environmental Assessment, and Appropriate Assessment.
- 1.2. This document constitutes the framework for the application of the detailed rules contained in Commission Delegated Regulation (EU) 2022/1172 of 4 May 2022 and Commission Implementing Regulation (EU) 2022/1173 of 31 May 2022 and should be read in conjunction with the Agri-Climate Rural Environment Scheme Specifications which are published separately on the Department's website www.gov.ie/ACRES and set out the requirements for each Scheme commitment.
- 1.3. These Terms and Conditions only apply to applications submitted under Tranche 2 of ACRES.

2 General Provisions

- 2.1 The Agri-Climate Rural Environment Scheme ('ACRES') shall be administered by the Department of Agriculture, Food and the Marine ('the Department').
- 2.2 The ACRES Scheme is jointly funded by the European Union and the National Exchequer.
- 2.3 There are two approaches to the national agri-environmental climate measure namely:
 - ACRES General, available nationally (outside of the high priority geographical area as defined for the ACRES Co-operation approach below), which offers a range of measures (both targeted and general); and
 - ACRES Co-operation, available to farmers in defined high priority geographical areas.
- 2.4
 1. A farmer may only apply for the ACRES General if their holding falls outside of the high priority geographical area as defined for the ACRES Co-operation approach – see map at Annex 1.
 2. Farmers with 3 hectares or more, or 20% or more of the farm holding (whichever is the lower), declared as forage (crop codes identified in Annex 4) in the 2022 BPS, within ACRES Co-operation area may only apply for the ACRES Co-operation approach. Map in Annex 1 shows the 8 Co-operation Project ('CP') zones. All other farmers may only apply for the ACRES General approach.
- 2.5 A farmer may only enter a contract for one of the approaches and may not participate in both ACRES General and ACRES Co-operation (refer to 4.2).
- 2.6 These Terms and Conditions apply to both approaches as indicated throughout.
- 2.7 Acceptance of these Terms and Conditions as part of the application process includes acceptance of requirements, as stated in ACRES Specifications, for each ACRES commitment which forms part of a participant's ACRES contract.
- 2.8 The funding for the Scheme is limited and applications will be accepted subject to the maximum overall budget available per full calendar year.
- 2.9
 1. ACRES General approach is structured as a 'package' and offers a maximum payment of €7,311 per participant per scheme year. The level of payment achieved will be determined by the payment rates for the respective actions selected and undertaken.

2. ACRES Co-operation approach is structured as a 'package' and offers a maximum payment of €52,500 over the 5-year contract period, except in exceptional circumstances. This is equivalent to €10,500 per participant per scheme year and includes monies that can be drawn down for results-based scorecard payments, General Actions, Non-Productive Investments, Co-operative/Landscape Actions and Landscape Bonus payments. The overall scheme payment limit of €52,500 shall not be exceeded, except in exceptional circumstances and with prior approval from the Department.
- 2.10 In the case of Registered Farm Partnerships, the maximum amounts referred to in Section 2.9 above may be multiplied by the number of farm holdings, as defined for the partnership by the Department, brought to the Partnership subject to a maximum of 3.
- 2.11 Contracts under ACRES shall be for a minimum period of five years.
- 2.12 Participation in the Scheme is voluntary.

3 Definitions

For the purpose of the Scheme:

- 3.1 'Active Farmer' shall mean a farmer engaged in at least a minimum level of agricultural activity as defined in the Basic Income Support for Sustainability (BISS) Scheme Terms and Conditions.
- 3.2 'Approved ACRES Advisor' shall mean for the purposes of ACRES a person or persons who are registered by the Department as a Farm Advisory System (FAS) advisor and who has attended and completed all the relevant ACRES training as required by the Department.
- 3.3 'Annual Payment Claim' shall mean a claim for ACRES payment submitted under the Basic Income Support for Sustainability (BISS) Scheme Application in accordance with Articles 3 to 7 of Commission Implementing Regulation (EU) 2022/1173.
- 3.4 'Application' shall mean an application for support prepared and submitted by an Approved ACRES Advisor.
- 3.5 'Approved Commonage Assessor' shall mean a DAFM/CP Team nominated assessor.
- 3.6 'BISS' shall mean the Basic Income Support for Sustainability scheme.
- 3.7 'BPS' shall mean the Basic Payment Scheme.
- 3.8 'Business ID' shall mean Herd Number, Registered Farm Partnership ID or Company ID registered with the Department.
- 3.9 'CCM' shall mean the Corporate Customer Management system maintained by the Department of Agriculture, Food and the Marine.
- 3.10 'Commonage' which may be eligible for payment shall mean land farmed in common with others and declared as 'owned', 'leased' or 'rented' on the Integrated Administration and Control System ('IACS') database maintained by the Department of Agriculture, Food and the Marine.
- 3.11 'Commonage Farm Plan' (CFP) shall mean a management plan prepared by an Approved ACRES Advisor, for each commonage less than or equal to 10 hectares as defined by DAFM.
- 3.12 'Commonage Management Group' shall mean a group of the relevant ACRES participant shareholders convened by the applicable CP Team, in order to address specific threats and management issues on any given commonage parcel.
- 3.13 'Co-operation Project Team' ('CP Team') shall mean a management team based in each of the eight CP Zones, who will co-ordinate the ACRES CP approach for that zone.

- 3.14 'Co-operation Project Zone (CP Zone)' shall mean one of the eight high-nature value zones delineated in the map found in Annex 1.
- 3.15 'CP' shall mean Co-operation Project approach.
- 3.16 'DAFM' shall mean the Department of Agriculture, Food and the Marine.
- 3.17 'Department' shall mean the Department of Agriculture, Food and the Marine, except where stated otherwise.
- 3.18 'Documentation' shall mean paperwork in a format specified by DAFM
- 3.19 'Eligibility' shall mean elements essential to allow a contract to take place, the disrespect of which will result in exclusion from the scheme.
- 3.20 'Eligible Hectare' shall mean an agricultural area with an agricultural activity and land that is at the farmer's disposal as defined in the Basic Income Support for Sustainability (BISS) scheme Terms and Conditions.
- 3.21 'Family Member' shall mean spouse, civil partner, parent, brother, sister, son, daughter, grandchild or favoured nephew/niece.
- 3.22 'Farm' or 'Holding' shall mean all the production units in the State that are under the control of the applicant farmer.
- 3.23 'Farmer' shall mean an individual agricultural producer, whether a natural or legal person or a group of natural or legal persons, whatever legal status is granted the group and its members by national law whose holding is within the State.
- 3.24 'Farming' shall include dairy farming, animal husbandry, cultivation of fodder and tillage crops and the growing of horticultural crops.
- 3.25 'Field' shall mean a parcel or a defined land area within a parcel with clearly identifiable boundaries, hedgerows, drains etc. Wire fence boundaries require timber stakes/appropriate wire fencing to qualify as a field boundary.
- 3.26 'FSP' shall mean the Farm Sustainability Plan, which is the selection of the most appropriate actions to be included in the ACRES application. This includes a combination of desk and field assessments whereby advisors assess the environmental assets/risks and conservation targets on the holding.
- 3.27 'GLAM' shall mean the Generic Land Management System, which is the Department's application for the capture and recording of mapped actions.
- 3.28 'GPC' shall mean the Grant and Premium Category referred to in scheme documentation relating to the Forestry Programme 2014-2020 operated by the Department.
- 3.29 'ha' shall mean hectare.
- 3.30 'IACS' shall mean the Integrated Administration and Control System established under Regulation (EU) 2021/2116 of the European Parliament and of the Council and Commission Implementing Regulation (EU) 2022/1173.
- 3.31 'Landscape Action/Co-operation Action' shall mean higher level actions that may be carried out on a landscape-scale. CP Teams will develop these depending on local needs and objectives, to be agreed by DAFM in advance.
- 3.32 'Landscape Bonus payment' shall mean a potential additional payment to CP participants who are delivering exceptional environmental services. The criteria for qualifying for this payment will be set out in due course and notified to advisors by Circular.
- 3.33 'Local Action Plan' ('LAP') shall mean the plan for each of the eight CP Zones, which will show *inter alia* a summary description, overall vision and objectives for the CP Zone.
- 3.34 'LPIS' shall mean the Department's Land Parcel Identification System.

- 3.35 'Maximum Eligible Area' ('MEA') shall mean the maximum area within a digitised parcel that can be claimed under the Basic Payment Scheme.
- 3.36 'Minister' shall mean the Minister for Agriculture, Food and the Marine.
- 3.37 'Natura 2000' shall mean lands designated under Council Directive 92/43/EEC of 21 May 1992 on the conservation of natural habitats and of wild fauna and flora and Directive 2009/147/EC of the European Parliament and of the Council of 30 November 2009 on the conservation of wild birds as delineated on the Department's GLAM system.
- 3.38 'Non-productive Investments' ('NPIs') shall mean investments in tangible and intangible assets that contribute to achieving one or more of the specific objectives of the Scheme, including providing scope for participants to improve the habitat quality score of their land through extra actions, with specific investments to be agreed by DAFM in advance.
- 3.39 'Participant' shall mean a person/entity who/which has been approved into the ACRES Scheme.
- 3.40 'Partnership' shall mean a legal partnership registered on the Register of Partnerships maintained by the Department.
- 3.41 'Partnership Multiplier' shall mean the number of farm holdings in a partnership registered with the Farm Partnership Unit in the Department.
- 3.42 'Scheme' refers to the Agri-Climate Rural Environment Scheme ('ACRES')
- 3.43 'Specification' means the detailed specification drawn up by the Department for the delivery of actions under the Scheme (full specification can be found at www.gov.ie/ACRES).
- 3.44 'Transfer' means the lease or sale or actual inheritance or anticipated inheritance of land.

4 Description of Scheme

The new ACRES framework forms part of the Green Architecture and accordingly builds on Conditionality and Eco-schemes, by offering a range of measures that are designed to improve habitats for a wide range of species while also targeting water quality and climate mitigation and adaptation, in a manner that goes **beyond** Conditionality and Eco-Scheme requirements.

4.1 ACRES General Approach

The ACRES General approach introduces a qualitative approach with the inclusion of results-based actions. In addition, the introduction of a Farm Sustainability Plan will help achieve the underlying principle of the new ACRES framework of "the right measure in the right place".

Access to ACRES General is structured around a hierarchy of three tiers, with Tier 1 receiving priority over Tier 2 and Tier 2 over Tier 3. The basis for application under each Tier is outlined in Annex 2A.

This tiered structure combined with the ranking and selection criteria is designed to ensure the targeted and prioritised delivery of environmental benefits. The Farm Sustainability Plan will inform the most appropriate selection of actions in all cases.

4.2 ACRES Co-operation Approach

- The ACRES Co-operation approach introduces a qualitative aspect whereby land included in the Scheme will be assessed using results-based scorecards. Scores will range from 0-10, with incentives in the form of Non-productive Investments and/or Landscape/Co-operation Actions in place to increase scores and thereby improve the landscape being farmed. This, along with the introduction of a Farm Sustainability Plan, will help achieve the underlying principle of the new ACRES framework of “the right measure in the right place”.
- Only LPIS parcels declared in the applicant’s 2023 BISS will be eligible as ACRES contract lands. It is mandatory for each ACRES CP applicant to include all owned forage land parcels within the CP Zone as declared in 2023 BISS application in their ACRES contract.
- Commonage is a mandatory action for all ACRES participants. All commonage parcels declared in the farmer’s 2023 BISS whether owned leased or rented must also be included in the ACRES contract.
- ACRES CP applicants may also include forage parcels (crop codes identified in Annex 4) within the CP zone that were declared as rented or leased on their 2023 BISS as ACRES contract lands; these parcels may be eligible for results-based payments once those parcels were claimed in the applicant’s 2023 BISS and will continue to be farmed and claimed in the applicant’s BISS application for each year of the ACRES contract. If a results-based scorecard is submitted for a rented or leased CP forage parcel in year 1, that parcel is considered ACRES Contract land.
- Advisors should heed the guidance and advice provided by the CP Teams in work related to scorecards.
- Failure to submit score cards for all contract lands within the specified time period may result in penalties or exclusion from the scheme.

5 Objectives of the Scheme

The objectives of the Scheme are:

- 5.1 To contribute to climate change mitigation and adaptation, including by reducing greenhouse gas emissions and enhancing carbon sequestration, as well as to promote sustainable energy.
- 5.2 To foster sustainable development and efficient management of natural resources such as water, soil, and air, including by reducing chemical dependency.
- 5.3 To contribute to halting and reversing biodiversity loss, enhance ecosystem services and preserve habitats and landscapes.
- 5.4 To improve the response of Union agriculture to societal demands on food and health, including high-quality, safe, and nutritious food produced in a sustainable way, to reduce food waste, as well as to improve animal welfare and to combat antimicrobial resistances.

6 Core Requirements

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

- 6.1 Engage an Approved ACRES Advisor to prepare and submit the ACRES application. Where the Department issues information specific to an ACRES contract to an advisor representing an ACRES farmer it is deemed that the Department has also informed the ACRES farmer. An advisor cannot prepare or submit an ACRES application or results-based scorecard, in respect of their own holding and Business ID. Similarly, to avoid any conflict of interest, cannot prepare or submit them on behalf of a family member. Approved ACRES Advisors, working as part of a CP Team, cannot prepare or submit ACRES applications for applicants within that CP Zone, except in exceptional circumstances and with the prior approval of the Department.
- 6.2 A Farm Sustainability Plan must form part of the ACRES application.
- 6.3 Participants in the ACRES CP approach must engage and work with the ACRES CP Team assigned to achieve the goals and objectives as set out in the Local Area Action Plan (LAP).
- 6.4 Attendance at a training course (ACRES Training) is mandatory in the first year of participation in Scheme. This is to facilitate knowledge transfer and acquisition of information on specific actions, complemented by on-line demonstrations/advice on good environmental practices.
- 6.5 Participants in the ACRES CP approach must attend any additional mandatory training – up to a maximum of 5 mandatory training courses over the period of the contract -as organised by the ACRES CP Teams.
- 6.6 The farmer must keep required records.

7 Eligibility

To be eligible to participate a farmer shall:

- 7.1 Be aged eighteen years or over on date of submission of the application for support.
- 7.2 Be the holder of an active Business ID. Herd 'Owner' status is required as Herd Keeper is not acceptable.
- 7.3 Meet the definition of an active farmer as referred to in section 3.1.
- 7.4 Not be the holder of or beneficiary under an active ACRES Tranche 1 contract.
- 7.5 Have all lands farmed declared in the applicant's name on the Integrated Administration and Control System (IACS).
- 7.6 Have submitted a valid BPS 2022 application which includes all land to be brought under the ACRES contract.
- 7.7 All lands brought into the scheme must be declared in the applicant's 2023 BISS and declared on the applicant's BISS application for all subsequent years of ACRES participation.
- 7.8 Farmers with 3 hectares or more or 20% or more of the farm holding (whichever is the lower) declared as forage (crop codes identified in Annex 4) in the 2022 BPS within ACRES Co-operation area may only apply for the ACRES Co-operation approach. All other farmers may only apply for the ACRES General approach.
- 7.9 Farmers participating in other environmental schemes may apply for ACRES, but if approved may have payments adjusted in either scheme to ensure no double

funding takes place. Advice should be sought from the Department if there are any doubts about compatibility of any scheme.

8 Application Procedure

- 8.1 Application for support under the Scheme and payment claims shall be in accordance with Commission Implementing Regulation (EU) 2022/1173.
- 8.2 All applications must be prepared and completed by an Approved ACRES Advisor via the Department's online system and must be accompanied by a Farm Sustainability Plan in accordance with the ACRES Terms and Conditions and Specification. It is in the farmer's own interests to satisfy him or herself that the advisor they engage has current Professional Indemnity Insurance.
- 8.3 An approved ACRES Advisor cannot prepare or submit an ACRES application or results-based scorecard, in respect of their own holding and Business ID or those of a family member – see also Section 6.1.
- 8.4 All applications are made based on an individual Business ID.
- 8.5 A participant may only hold one ACRES contract so an applicant may only apply under one Business ID and, if approved into Scheme, is only eligible for payment in respect of that one Business ID.
- 8.6 For commonages, greater than 10 hectares, the application includes a commitment to have the commonage scored by the approved commonage assessor within the deadline set by DAFM. For commonages 10 hectares or less, the application includes a commitment to submit a Commonage Farm Plan prepared by an approved ACRES Advisor or CP Team nominated assessor within deadline set by DAFM.
- 8.7 Farmers who declare commonage in their 2023 BISS application must undertake the commonage action in ACRES.
- 8.8 Farmers who declare commonage for payment in ACRES must be actively farming the commonage to be eligible for the Scheme.
- 8.9 Farmers admitted to the Scheme must submit a payment claim annually within the deadline for the submission of applications for BISS. For the purposes of this Scheme, the annual payment claim shall form part of the annual BISS application. In addition, submission of scorecard assessments will be required for results-based payments. Application for payment for conservation of rare breeds, Low Emission Slurry Spreading (LESS), NPIs and landscape actions will be made as set out by DAFM.
- 8.10 The claimed area of parcels in the ACRES section of the BISS application is deemed to be the area claimed for payment. For area-based actions the lower of the Eligible Hectare or the Claimed Area for the LPIS in the BISS application for the first year of the ACRES contract will set the baseline for payments for the duration of the contract. For Linear and unit-based actions, the units approved in the ACRES Scheme contract will set the baseline for payments for the duration of the contract. For the purpose of this scheme, payments will not increase with an increase in claimed area. If the claimed area reduces, payments will adjust in accordance with the reduced area and remain so for the remainder of the scheme, unless reduced again subsequently.
- 8.11 In the case of Commonage land, the eligible area shall be the Eligible Hectares as established on the Department's IACS system.

- 8.12 Where the BISS application is submitted after the closing date for receipt of applications under the BISS scheme and attracts a late submission penalty, the payment claim under the ACRES Scheme shall also have the same level of penalty for late submission applied.
- 8.13 Except for Barn Owl boxes, the parcel selected on which a General Action is to be delivered must have an Eligible Hectare greater than zero in year of application.
- 8.14 ACRES commitments whether on owned, leased or rented land must be delivered for the entire period of the contract subject to the provisions of scheme specifications. Where commitments are not maintained for the full contract term a recoupment of monies paid to date may apply.
- 8.15 Whole parcel area-based actions must be identified on the Department's GLAM system and delivered on the full parcel in the Department's Land Parcel Identification System (LPIS). The 4 allowable rotating area-based actions must be delivered on the contract area selected/claimed on the on the Department's GLAM system and that identified in the BISS application for each year of the contract.
- 8.16 Part parcel area-based actions and all non-area-based actions must be clearly indicated on the Department's GLAM system.
- 8.17 Actions allowable together on the same parcel and which may or may not overlap can be determined in the scheme specifications.
- 8.18 An existing parcel may be split (subject to 8.19) for the purpose of delivering a combination of allowable actions as set out in the ACRES Specification.
- 8.19 Where a parcel is split, the area must be digitised as a LPIS parcel. The new digitised parcels must be claimed in BISS for the following and subsequent years before the contract can be processed for payment. Parcels that are split may delay a participant's payments as the digitised process takes place.
- 8.20 To be eligible for priority access to the ACRES General approach under Tier 1 and Tier 2 mapped environmental assets, the parcels concerned must have been declared by the herd-owner on the Basic Payment Scheme (BPS) system in 2022.
- 8.21 Organic Farmers can apply for the ACRES General approach under Tier 1 provided they are registered with and approved as an organic operator by one of the Organic Control Bodies by the closing date for applications under relevant Tranche of ACRES. If applicants apply on the basis of their organic registration and are approved into ACRES on this specific eligibility criteria, such registration must be maintained for the duration of their ACRES contract. While there is no mandatory action associated with their organic status for the purposes of the ACRES General, applicants who have commonage on their land must undertake the mandatory commonage action – see also section 16. Where appropriate, applicants should also consider adopting other Tier 1 actions. Where there is risk of double-funding, the payment under the Organic Farming Scheme will be reduced accordingly to avoid a double-funding situation.
- 8.22 An applicant applying for entry under Tier 2 of the ACRES General approach based on being a participant in the Native Woodland Establishment Scheme or GPC 11 – Agro-forestry must be a participant in those schemes (or a successor or comparable scheme approved under National Forestry Programme) by the closing date for applications under relevant Tranche of ACRES.
- 8.23 Applicants who include the Rare Breeds action, which requires membership of a certain society and/or body, must be a registered member of the relevant society

and/or body at the time of application and for the duration of the contract, in line with scheme specifications. Membership must be maintained for the duration of the scheme and provided for the year in question. No backdated membership in respect of previous years will be accepted.

- 8.24 Participants in the ACRES CP approach may only select Non-Productive Investments and Landscape Actions within LPIS parcels that are claimed on their annual BISS application.
- 8.25 It is the applicant(s) responsibility to ensure they are registered on the Department's Corporate Customer Management (CCM) system and that all relevant payment and contact information is current.

9 Joint/Multiple Applicants

- 9.1 Where the application is made in more than one name, each person named will be jointly and severally responsible for delivery of the commitments entered into and be jointly and severally subject to all the ACRES Terms and Conditions.
- 9.2 Where the application is made in more than one name, the applicants must have a single Business ID and declare all their lands on IACS under same Business ID.

10 Farm Partnerships

- 10.1 Farmers in a Registered Farm Partnerships 'RFP' with the Department are eligible to apply for the ACRES Tranche where the contracts are due to commence on 1 January 2024 provided that the application is made under the same Registered Farm Partnership Number as the 2022 BPS application.
- 10.2 For Registered Farm Partnerships that have registered since 17 May 2022, where one or more of the herdowners in the Farm Partnership is eligible for ACRES CP based on land area declared in 2022 BPS application then the Farm partnership can only apply for ACRES CP.
- 10.3 For Registered Farm partnerships that have dissolved since the closing date of the 2022 BPS, the land parcels claimed under each herdowner in the RFP's 2022 BPS application will be used to determine eligibility to apply for either the ACRES CP or General approach.
- 10.4 Delivery of minimum areas will be across the entire 'partnership' holding.
- 10.5 Minimum area for partnership shall be the same as for an individual applicant.
- 10.6 Maximum areas for payment for partnership shall be the maximum as outlined in the Specification multiplied by the number of holdings, as approved by the Department in the formation of the partnership, up to a maximum of 3.
- 10.7 All partners are jointly and severally responsible for delivery of all ACRES actions on the lands farmed by the partnership.
- 10.8 A registered farm partnership (RFP) who is participating in the ACRES may dissolve for the purposes of reconstituting as a new RFP but only where holding multipliers remain the same. An RFP with a multiplier of 1 may, subject to prior approval, revert to an individual herd number, but may not reconstitute in the form of a company. Section 14 below which deals with Contract Revision refers.

Additional eligibility for Farm Partnership entry to **ACRES General** shall be as follows:

- 10.9 Tier 1: Eligibility of a partnership to apply as Tier 1 applicant will be based on one of the holdings forming a partnership or on the entire RFP holding meeting the pre-defined criteria referred to in Annex 2a.
- 10.10 Tier 2: Eligibility of a partnership to apply as Tier 2 applicant will be based on one of the holdings forming the partnership or the entire RFP holding meeting the pre-determined criteria referred to in Annex 2a.
- 10.11 Tier 3: Partnerships applying under Tier 3 will be required to undertake a range of appropriate actions, selected from the list of General actions, with the actions selected following the completion of the Farm Sustainability Plan.
- 10.12 A partnership may attract the maximum ACRES General Payment (€7,311) multiplied by the number of holdings up to a maximum of 3 such holdings. For the purpose of ACRES General, a partnership multiplier cannot increase or decrease throughout the contract period.

Additional eligibility for Farm Partnership entry to the **ACRES CP approach** shall be as follows:

- 10.13 A partnership may attract the maximum ACRES CP Payment (€10,500) multiplied by the number of holdings up to a maximum of 3 such holdings. For ACRES CP, a partnership multiplier cannot increase or decrease throughout the contract period.

11 Responsibility of Applicant

- 11.1 It shall be the responsibility of the applicant/participant to familiarise him/herself, and comply, with the ACRES Terms and Conditions and the associated Specifications (and any amendments thereof) and with the consequences for breaches of the aforementioned.
- 11.2 A participant continues to be fully responsible for the implementation of the commitments entered into under the contract for the duration of the contract, unless a request to transfer the ACRES contract has been approved.
- 11.3 Deadlines set for the return of documentation relating to the implementation of actions must be adhered to; the action and/or contract may otherwise be deemed invalid and may result in the application of sanctions up to and including termination of contract and recoupment of all monies previously paid.
- 11.4 The approval or payment of aid under the ACRES Scheme does not imply the acceptance by the Minister of any responsibility as regards the obligations undertaken by the participant.
- 11.5 The obtaining of aid or the attempt to obtain aid under any or all the Schemes by fraudulent means by the applicant or others acting alone or together may, in addition to any scheme penalty, render such persons liable to prosecution.
- 11.6 It shall be the responsibility of the applicant/participant to familiarise themselves with the Flora (Protection) Order 2022 (S.I. No. 235 of 2022) under which they are obliged to protect any specified species that appear on any part of their holding.

12 Farm Sustainability Plan

The Farm Sustainability Plan (FSP) is the selection of the most appropriate actions to be included in the ACRES application. This includes a combination of desk and field assessments whereby advisors assess the environmental assets/risks and conservation targets on the holding.

- 12.1 The FSP must be fully completed by an approved ACRES Advisor and form part of the farmer's ACRES application.
- 12.2 The FSP must be completed in accordance with the scheme specifications.
- 12.3 To complete the FSP, the ACRES Advisor must complete a series of desk checks and walk all the fields of the farm to identify and address the environmental priorities/risks on the holding, and check fields for suitability for the various actions/options.
- 12.4 Part of the field assessment will include the ACRES Advisor walking the farm and taking appropriate baseline photographs, in a format to be advised.
- 12.5 An ACRES Advisor must discuss possible actions arising from the FSP process with the applicant. The applicant must then decide which actions are to form part of their ACRES application.
- 12.6 A participant is required to submit soil samples by the date set down by DAFM. The rules in relation to the soil sampling requirement are as stated in the ACRES Specifications document.

13 Selection Criteria and Approval

- 13.1 ACRES General is structured on a three-tier basis. Eligibility for access under each of the tiers is outlined in the ACRES Structure in Annex 2A. Applications in Tier 1 shall receive priority access over Tier 2 applications, which, in turn, shall receive priority access over Tier 3 applications.
- 13.2 Ranking and selection criteria will be employed for both ACRES General and ACRES CP, with all applications assessed in each tranche based on predefined selection criteria designed to rank the applications in accordance with environmental objectives. An explanation for the marking system is attached at Annex 3.
- 13.3 For ACRES CP, ranking and selection criteria may be applied to each of the 8 CP Zones to ensure there is an even spread of participants across each of the 8 CP Zones.
- 13.4 Selection, prioritisation and scoring criteria may vary for each new tranche of applications. Certain aspects of the scoring procedure may change from tranche to tranche to ensure the best mix of projects overall.
- 13.5 The Minister may reject applications or require them to be varied if, in his opinion, they are not likely to contribute to the objectives of the Scheme.
- 13.6 The submission of a valid application does not guarantee entry to the Scheme.
- 13.7 Selected successful applicants will be notified in writing of their acceptance into the scheme and of the commencement date of their contract.
- 13.8 Actions carried out before the notified commencement date will not be considered for payment.

14 Contract Revision

- 14.1 Farmers admitted to the Scheme must respect:
- All relevant EU requirements and national legislation.
 - The conditions set out in this document.
 - The Statutory Management Requirements (SMRs) and Good Agricultural and Environmental Conditions (GAECs) and updates thereof on all the holding.
- 14.2 Where relevant BISS baseline requirements or mandatory standards, requirements, or obligations, beyond which commitments under this scheme are required to go, are amended the ACRES contract shall be adjusted where necessary to take account of such amendments. Pursuant to Article 70 of Regulation 2021/2115¹, if the adjustment is not accepted by the participant the related commitment may expire without the requirement for a clawback of payments made. Contracts may also need to be adjusted during their term to avoid double funding in the case of amendments to other direct payment schemes (the Eco Scheme, BISS) and/ or conditionality.
- 14.3 Where an ACRES contract continues after 31st December 2028, participants in the scheme may be offered the opportunity to adjust their commitments in line with new regulations effective from 1st January 2029 for the remainder of the period of their contract. If such an adjustment is not accepted by the participant, the commitment shall expire, and reimbursement shall not be required in respect of the aid already paid for the commitment.
- 14.4 All applicants approved into ACRES must submit a valid BISS application form, to include all land parcels relevant to the ACRES contract, in each of the years of their contract, in the Business ID their scheme contract is currently held. Failure to do so will result in the application of sanctions up to and including termination of contract and recoupment of all monies previously paid.
- 14.5 Contracts are non-transferable except in the case of:
- Certified serious illness.
 - The transfer of the entire ACRES contract area subject to prior approval of the ACRES Section of the Department – see below.
 - Death of the participant.
- 14.6 The ACRES contract is approved in the name of the applicant farmer. Any change to the name of the farmer or legal status, which transfers control of the holding to a new entity, requires prior approval from ACRES Section of the Department for the transfer of the ACRES contract. ACRES Circular 11.1/2023 of 8 August 2023 provides further information on the requirements and the process for submitting a transfer request.
- 14.7 The participant must seek this prior approval by submitting transfer request, in advance of the proposed transfer, on the ACRES Transfer application form to ACRES Section, in which s/he *inter alia* agrees to the Scheme Terms and Conditions.
- 14.8 All scheme commitments and associated land parcels must be included in any application to transfer. A scheme contract may not be divided.
- 14.9 Transfer approval will only become effective, once the transferee becomes the registered Business ID owner.

¹ Regulation (EU) 2021/2115 of the European Parliament and of the Council of 2 December 2021

- 14.10 Any outstanding payments in respect of the full year prior to the transfer, will issue to the original ACRES participant.
- 14.11 Business ID must remain active for the duration of the scheme, otherwise the contract is deemed invalid and will result in the application of sanctions up to and including termination of contract and recoupment of all monies previously paid.
- 14.12 A registered farm partnership (RFP) who is participating in the ACRES may dissolve for the purposes of reconstituting as a new RFP but only where holding multipliers remain the same. Section 10 refers. An RFP with a multiplier of 1 may revert to an individual herd number but may not reconstitute in the form of a company. Refer to 14.6 above.

15 ACRES and Forestry

Afforestation is fully compatible with ACRES and is recognised as contributing to the creation of a valuable landscape mosaic at farm-level. Opportunities continue to exist for afforestation and for other Forestry Schemes on parcels which are not in ACRES. Applicants and their Advisors should look at the opportunities afforded by the National Forestry Programme when planning for ACRES.

- 15.1 A parcel on which an ACRES action is situated may subsequently be split to facilitate afforestation.
- 15.2 The Department may authorise an action undertaken as part of a participant's ACRES contract to be terminated or its area adjusted before its normal end date without penalty or full reimbursement of funding already paid out, during its period of operation, under certain limited circumstances as follows:
- The beneficiary subscribes to a new commitment considered of equal or higher benefit to the environment and/or climate, and
 - The existing commitment is completed for a minimum of two years, and
 - The proposed new commitment is part of Ireland's EU-approved National Forestry Programme.
- See also Section 24.7.
- 15.3 Where land is afforested during the course of a contract year, payment will only be made for the dates the action, which is the subject of the termination, is in place.
- 15.4 The forest creation measures in ACRES are exempted from the requirement to obtain an afforestation licence under Section 22 of the Forestry Act 2014. This exemption is based on the provisions of the Animal Health and Welfare and Forestry (Miscellaneous Provisions) Act 2022. Forests and trees planted under this Scheme are afforded protection by the Forestry Act 2014 (and any Act that succeeds or replaces that Act), which controls felling of trees.
- 15.5 A felling licence may be required to fell or otherwise remove trees that have been planted as part of ACRES. Under the Forestry Act 2014, there are certain situations where the felling of a tree is exempted from the need to obtain a felling licence. Farmers or landowners wishing to fell or otherwise remove trees are therefore strongly advised to contact the Forestry Division of this Department to ensure that they comply with the tree felling licence requirements before any work begins.

16 ACRES and Commonage

- 16.1 Farmers who declare commonage in their 2023 BISS application must undertake the commonage action in ACRES.
- 16.2 Farmers who declare commonage for payment in ACRES must be actively farming the commonage to be eligible for payment.
- 16.3 For commonages greater than 10 hectares the application includes a commitment to accept to have the commonage scored by the nominated Approved Commonage Assessor by the deadline set by DAFM. For commonages 10 hectares or less, the application includes a commitment to submit a Commonage Farm Plan prepared by an approved ACRES Advisor, within the deadline set by DAFM.
- 16.4 A minimum appropriate grazing livestock enterprise will be required for the commonage parcel to be eligible for ACRES payment, with this minimum to be reviewed following the assessment of the commonage.
- 16.5 ACRES CP applicants may be eligible for NPIs and Landscape actions on commonage subject to CP approval.
- 16.6 Participation in this action will mean that participants agree not to hinder or object to any habitat restoration work that may be proposed following consultation with all relevant stakeholders.

17 ACRES and Conditionality

Conditionality links receipt of CAP support to the compliance of farmers and other beneficiaries with basic standards concerning the environment, climate change, public health, plant health and animal welfare. The basic standards encompass a list of statutory management requirements (SMRs) and Good Agricultural and Environmental Conditions (GAECs).

- 17.1 The actions undertaken under ACRES shall go beyond the mandatory requirements already prescribed by the system of conditionality. Where commitments for an action undertaken under ACRES are found not to go beyond the mandatory requirements prescribed by the system of conditionality, the ACRES payment for that action will be reduced accordingly or that action may be deemed ineligible.
- 17.2 Where a breach of conditionality is detected or notified to the paying agency, at a minimum, the level of penalty determined will also be applied to payments under this Scheme. Breaches detected at inspections will be cross reported.
- 17.3 The area selected for the Catch Crop action will not count towards GAEC 7 crop rotation/diversification requirements.

18 ACRES and Eco-Schemes

A voluntary scheme has been established by the Department for the climate, the environment and animal welfare ('eco-schemes') under the conditions set out in Article 31 of Council Regulation 2021/2115 and as further specified in Ireland's CAP Strategic Plan, with a list of agricultural practices that may be undertaken under the Eco-schemes.

In accordance with Article 70 (3) of Council Regulation 2021/2115, payments will only be provided under ACRES in respect of actions which are different from commitments for which payments are granted under Article 31.

Where commitments are similar under both Eco-Schemes and ACRES, there is a risk of double funding and the ACRES payment for that action will be reduced accordingly to avoid double funding – paragraph 22.13 refers.

Where an ACRES participant selects Agriculture Practice 3 - Limiting Chemical Nitrogen Usage having already selected Ryegrass Seed set as one of his/her actions under the ACRES, reduced payment rates for the ryegrass seed set apply as set out below:

Standard payment rate	€1.37/m
Reduced payment rate	€1.31/m

19 ACRES General and Organics

- 19.1 If an applicant is registered with and approved as an organic operator by one of the Organic Control Bodies by the closing date for applications under relevant Tranche of ACRES, he/she may be eligible for Tier 1 priority entry to ACRES General.
- 19.2 If applicants apply on the basis of their organic registration and are approved into ACRES on this specific eligibility criteria, such registration must be maintained for the duration of their ACRES contract.
- 19.3 While there is no mandatory action associated with their organic status for the purposes of ACRES, applicants who have commonage on their land must undertake the mandatory commonage action – see also Section 16.1. Where appropriate, applicants should also consider adopting other Tier 1 actions. Where there is risk of double-funding, the payment under the Organic Farming Scheme will be reduced accordingly to avoid a double-funding situation.

20 Monitoring and Evaluation

Monitoring and evaluation of the ACRES shall be carried out in line with the provisions of Parliament and Council Regulation (EU) No 2115 of 2021, including subsequent secondary legislation on monitoring and any future amendments thereof. Participants in ACRES shall facilitate the monitoring and evaluation process in every way, including any necessary site-visits by the Department or its agents. ACRES CP participants must engage with any monitoring and/or evaluation carried out by or on behalf of the ACRES CP Teams.

21 Administrative and Compliance Checks

- 21.1 All applications for support and payment claims will be subjected to administrative checks and any other controls deemed necessary before approvals or payments are made under the Scheme. Applicants shall facilitate such administrative and on

- the spot checks as the Department deems necessary. Applications will be cross-checked with records held by the Department.
- 21.2 On-the-spot checks will be carried out at farm level to ensure compliance with the requirements of the Scheme.
 - 21.3 The commitment for which payment is claimed will be cross-checked with relevant databases.
 - 21.4 Any breach of Conditionality noted during an on-farm inspection will be cross-reported to the relevant Departments.
 - 21.5 Any breach of the baseline Conditionality on which an ACRES commitment is based will result in no payment for that commitment for a full calendar year.
 - 21.6 In accordance with Article 62 of Council Regulation 2021/2116, no payment shall be made in favour of beneficiaries for whom it is established by the Department that they artificially created the conditions required for obtaining such payments with a view to obtaining an advantage contrary to the objectives of the Scheme.

22 Payments Procedures

- 22.1 Pursuant to Article 44 of Parliament and Council Regulation (EU) No 2021/2116, full payments for certain interventions are to be made at the earliest on 1 December of each year and at the latest on 30 June of the following calendar year. Member States may, however, pay advances of up to 75% for the support granted under interventions such as ACRES prior to 1 December of each year.
- 22.2 When administrative checks on all valid payment claims are completed, up to 75% of each individual payment entitlement may accordingly issue prior to 1st December of each year subject to Section 22.1 above.
- 22.3 The relevant balance will issue when all on-the-spot checks required by the governing regulations have been carried out.
- 22.4 It is the participant's responsibility to ensure that any requested supporting documentation for the release of payments is submitted by the associated deadline where stated.
- 22.5 Failure to submit score cards for results-based actions, as required in the ACRES Specifications, within the time period allowed and/or by the assigned deadline for such submission may result in penalties and/or termination of the action from the ACRES contract.
- 22.6 It is the applicant's responsibility to submit second, and subsequent years' payment claim forms i.e., the BISS Application Form.
- 22.7 Payment rates are set out in Annex 2B.
- 22.8 Payment for the Conservation of Rare Breeds action will be made in arrears subject to appropriate documentation being submitted.
- 22.9 For prescription-based actions, payments will be calculated annually, based on qualifying actions delivered for the year in question. For results-based actions, payment will be calculated annually based on scores assessed.
- 22.10 A. The maximum payment to any participant in the ACRES General approach shall be equivalent to €7,311 per scheme year.
B. The maximum payment to any participant in the ACRES CP approach shall be equivalent to €10,500 per scheme year, except in exceptional circumstances.

- 22.11 The applicant understands that if they decide to participate in and benefit from several different EU funded or National Schemes, the relevant payments may be adjusted to avoid double funding in respect of similar actions.
- 22.12 Where a farmer participates in LIFE research projects this may result in an adjustment to the ACRES payment where it is established that the commitment under both LIFE and ACRES is similar.
- 22.13 Where a farmer is participating in ACRES and chooses to join a European Innovation Programme (EIP) Project, the relevant EIP payments may be adjusted to avoid double funding in respect of similar actions.
- 22.14 Where an ACRES participant opts, during their ACRES contract, for an Agriculture Practice in the Eco-scheme which is similar to an ACRES action in their contract, their payment under the ACRES may be adjusted in respect of the year(s) that the relevant practice in the Eco-scheme is undertaken. An example of where such an adjustment may be made is where an ACRES participant selects Agriculture Practice 3 - Limiting Chemical Nitrogen Usage² having already selected Ryegrass Seed set as one of their actions under the ACRES.
- 22.15 Payment for works will not be made where the cost of these works is already covered by payments under another Departmental scheme.

23 Non-Productive Investments and Landscape/Co-operation Actions

- 23.1 Receipts for materials purchased where appropriate for the delivery of non-productive investments and/or Landscape Actions marked paid must be retained and must be made available when so requested. Participants must be able to provide documentary evidence of payment. Receipts must be itemised and relevant to the non-productive investment and/or Landscape Actions. The Receipt must be made out by the vendor to include the name and address of the beneficiary.
- 23.2 To line with the general practice of the Government, the payment of financial aid in support of non-productive investment and/or Landscape Actions is subject to the following condition: Where an applicant employs a contractor to carry out some or all the investment, such contractor must have a current tax clearance certificate from the Office of the Revenue Commissioners where total contractors labour cost (excluding materials) is €650 or greater. Such evidence of tax compliance, where applicable, must be retained and must be made available if requested.
- 23.3 An ACRES CP participant can undertake non-productive investments and/or landscape actions on an annual basis. Any proposed non-productive investment or landscape action must be submitted in advance on the Department's GLAM system for screening and approval by the participant's Co-operation Project team, before any work is undertaken. The participant must comply with the conditions set down in the approval by the CP team and/or DAFM.
- 23.4 Work on the non-productive investment and/or Landscape Action must be completed within the timeframes laid down in the Specification, or as laid down in the Local Action Plan, as appropriate. The item or items that are the subject of the

² As proposed for Scheme year 2023

- investment shall remain in place and be maintained in good order for the duration of the contract or for the duration as set out in the approval.
- 23.5 Non-productive investments and/or Landscape Actions must be located within LPIS parcels as declared in BISS for the participant's farm holding and not lead to a significant increase in the value or profitability of the agricultural holding.
- 23.6 For ACRES General, the cost of non-productive investments, which form part of an action's specification, will be repaid to a participant in equal instalments over five full calendar years as part of overall payment for the action. For ACRES CP, the cost of non-productive investments and/or Landscape Actions will be repaid to a participant on receipt of a valid claim. Farmers must keep such records as the Department prescribes.
- 23.7 For ACRES CP, evidence of the location of completed non-productive investments and/or Landscape Actions may be required and must be photographed and submitted in a format to be advised.

24 Failure to Continue or Complete Actions

- 24.1 Where all or part of an action is not continued for the duration of contract, all or part of the aid paid in respect of the action shall be reimbursed and penalties may apply. ACRES Circular 3 of 2023 of 14th March 2023 gives further information on this as do the notes in the Penalty Schedule in Annex 5 of these Terms and Conditions.
- 24.2 Where land which is the subject of a results-based payment under ACRES does not remain in ACRES for the duration of the contract, all or part of the aid paid in respect of the land in question shall be reimbursed and penalties may apply.
- 24.3 The re-imbursement of aid will not be required in the following cases:
- a) Where the provisions of Section 14.3 apply;
 - b) Where the provisions of Section 14.5 apply;
- 24.4 Where, because of land acquired under a Compulsory Purchase Order (CPO), it is not possible for the participant to continue the action, re-imbursement will not be required in respect of the action;
- 24.5 In cases where force majeure as set out in section 29 has been granted in respect of the commitment concerned.
- 24.6 Where relevant mandatory standards, requirements, or obligations beyond which the ACRES commitments must go are adjusted, the ACRES contract shall be adjusted where necessary to take account of such amendments. If such adjustment is not accepted by the beneficiary, the commitment shall expire, and reimbursement shall not be required in respect of aid already paid in respect of that commitment.
- 24.7 Pursuant to Article 7 of Commission Implementing Regulation (EU) No 2022/1173, a participant may request, prior to 1 October or an inspection, to amend or totally or partially withdraw an action with no subsequent payment for the amended/withdrawn area or action and a claw-back of monies paid for the amended/withdrawn area/action in previous years. Section 24.8 below also refers. Amendments or withdrawals shall, however, not be allowed once the participant has been informed of the intention to carry out an on-the-spot check or the

participant becomes aware of a non-compliance as a result of an unannounced on-the-spot check.

24.8 The Department may authorise an action undertaken as part of a participant's ACRES contract to be terminated or its area adjusted before its normal end date without penalty or full reimbursement of funding already paid out, during its period of operation, under certain limited circumstances as follows:

- a) The beneficiary subscribes to a new commitment considered of equal or higher benefit to the environment and/or climate, and
- b) The existing commitment is completed for a minimum of two years, and
- c) The proposed new commitment is part of Ireland's EU-approved National Forestry Programme.

See also Section 15 in relation to ACRES and Forestry.

24.9 ACRES General is not a whole farm scheme and parcels other than those declared for ACRES General may be used for Forestry schemes. Advisors and scheme participants should ensure that parcels on which ACRES General commitments are to be delivered will be available for the contract period.

25 Conditions of payment

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

26 Tax Clearance Requirement

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

27 Penalties

27.1 Failure to comply with these Terms and Conditions will result in an appropriate penalty/sanction.

27.2 Penalties will apply to certain specific breaches of the Schemes and are set out in Annex 5 (Annex 5 to issue in due course).

27.3 Interest payable at the rate provided for under Statutory Instrument Number 497 of 2022 European Communities (Recovery Of Amounts) (Amendment) Regulations 2022 (or any subsequent updated legislation), may be applied to monetary penalties. Where applicable, interest will be calculated for the period elapsing between the payment deadline provided in the notification of the repayment obligation to the farmer, and either repayment or deduction.

27.4 Penalty amounts may be deducted from future payments due to the beneficiary under other EU-financed or co-financed Schemes.

27.5 Where monetary penalties are not paid or recovered within the period requested, the Department may take whatever action is deemed necessary for their recovery.

27.6 In all cases the Department reserves the right to review files to establish whether a breach of the Scheme conditions has occurred, which may lead to an appropriate sanction in line with the penalty schedule or termination of contract.

- 27.7 Penalties may also apply resulting from the application of Sections 21 and 25.
- 27.8 Where an area-based penalty is being applied, IACS rules apply.

28 Appeals

- 28.1 In cases where penalties are applied, scheme participants will be notified in writing and will be offered the opportunity to request an internal review within the ACRES Section of the Department. The participant will have 15 working days to request such an internal review of the notified penalty. Internal review requests must be made in writing to the ACRES Section and participant must provide any documentary evidence supporting their case. If no appeal is received within the timeline outlined, penalties will be applied.
- 28.2 Where a person is dissatisfied with the outcome of the internal review, that person, if the scheme participant, may formally appeal to the independent Agriculture Appeals Office if the subject matter of the appeal falls within the remit of that Office. The participant will be informed in writing of the outcome of the appeal by the Agriculture Appeals Office. The internal review shall be without prejudice to the right to appeal formally to the statutory Agriculture Appeals Office, in line with the Agriculture Appeals Act 2001 and any subsequent amendments.

29 Force Majeure

- 29.1 Pursuant to Article 3, Regulation (EU) 2021/2116, where a participant is unable to continue complying with the commitment(s) given for reasons beyond their control, a case may be made under force majeure. In such cases the participant, or representative, should inform the ACRES Section, Department of Agriculture, Food and the Marine, Johnstown Castle Estate, Co. Wexford Y35 PN52, in writing, with relevant evidence to the satisfaction of the Department, within 15 working days from the date on which the participant, or his/her representative, is able to do so.
- 29.2 The respective payment shall be proportionately withdrawn for the relevant year(s) and reimbursement of support previously paid shall not be required and payment may be continued in subsequent years.
- 29.3 Without prejudice to the actual circumstances to be taken into consideration in individual cases, the following categories of force majeure may be recognised:
- a) Death of the participant;
 - b) Long term professional incapacity of the participant;
 - c) Expropriation of a large part of the holding if such expropriation could not have been anticipated on joining the Scheme;
 - d) A natural disaster affecting the holding's agricultural land;
 - e) The accidental destruction of livestock buildings on the farm; or
 - f) An outbreak of plant disease or presence of a plant pest affecting all or part of the livestock on the farm.

30 Death of participant

- 30.1 Where a participant dies during the contract period, force majeure shall be applied terminating the agreement and no reimbursement of aid already paid shall be sought. Valid payment will be made up to date of death.
- 30.2 Alternatively,
- a) a person who is the beneficiary of the land under the Will of the deceased and in a position to give the necessary undertakings is permitted to apply take over the contract
or
 - b) in the case of a joint herd where there is a joint tenancy with the deceased, and the joint herd owner is not mentioned in the will, the joint herd owner by virtue of their mention in the joint tenancy agreement and in a position to give the necessary undertakings may apply to take over the contract.
- 30.3 Where the person applying to take over the holding is not a beneficiary under the Will of the deceased or party to a joint tenancy agreement with the deceased, he/she is not deemed to be a person permitted to give the necessary undertakings.
- 30.4 Where the deceased died intestate, no person can be deemed to be in a position to give the necessary undertakings and the scheme contract is terminated, with reference to 30.1. As certain scenarios can arise in this instance (including, for example, the case of a farmer who dies intestate where the surviving spouse may hold all assets in joint names with the deceased), any such scenarios may be submitted to the Department for consideration on a case-by-case basis to facilitate continuation of the contract if/where appropriate.
- 30.5 All ACRES commitments and associated land parcels must be included in any application to transfer. A scheme contract may not be divided.

31 Right of Entry

- 31.1 The Minister reserves the right to carry out inspections at reasonable times of any land, premises, plant, equipment, livestock, and records of applicants/participants.
- 31.2 In submitting an ACRES application, applicants agree to permit officials or agents of the Department to carry out on-farm inspections, with or without prior notice at any reasonable time(s) and without prejudice to public liability. Failure to do so may lead to loss of payments and/or termination from the Scheme.
- 31.3 Every on-the-spot (ground) inspection will be the subject of an interim notice of compliance and the applicant or their representative, if present, will be given an opportunity to sign the interim notice of compliance indicating their presence at the inspection and to add their observations if he/she so wishes. Signing this document does not imply that the applicant or their agent accepts the inspection findings.
- 31.4 The Department reserves the right to carry out audits, assessments, research, monitoring, and evaluation at reasonable times, of lands farmed by participants. This right also extends to other suitably qualified persons, CP Teams, or other agencies, appointed for the purpose by the Department and to Department personnel auditing the Scheme. To facilitate checks and on-farm inspections, participants shall co-operate with Department personnel, CP Teams, or other agencies, reply to all queries, and provide any documentary evidence that may be requested in relation to the participation in the Scheme. Failure to do so

may (except in cases of force majeure) lead to loss of payments and/or termination from the Scheme.

32 Review of Financial Aids

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

33 Information and Data Protection

General Data Protection information is available on the Department's website at gov.ie - [Data Protection \(www.gov.ie\)](http://www.gov.ie).

The following is specific information in relation to the personal data processed as part of ACRES. As the scheme progresses data may also be shared with other parties if they have an appropriate legal basis to request the data. The ACRES Data Protection Privacy Notices will be updated to reflect any data sharing agreements to ensure its accuracy reflects the use of the data.

33.1 Specified purpose:

The personal data sought from the applicant, or previously furnished by you, the applicant, is required for the purpose of making an application for one of the two approaches available under the Agri-Climate Rural Environment Scheme (ACRES) or for ongoing processing of your contract under the scheme. Failure to provide all the personal data required to facilitate the processing of the application and contract, including data testing, under the scheme will result in the Department being unable to further process the application. Failure to provide certain information which you are required to provide under the Terms and Conditions of the scheme may result in the necessity to repay monies already paid under the scheme.

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

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

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

- ACRES Training Scheme (ATS)

- Areas of Natural Constraints Scheme (ANC) and the Areas of Specific Constraints (Islands) Scheme (ASC)
-
- Basic Payment Scheme (BPS)
- Basic Income Support for Sustainability (BISS).
- Capital Investment Scheme (CIS)
- Eco Scheme
- Land Parcel Identification System
- Locally Led Agri-Environment Schemes
- National Forestry Programme, or its successor
- Natura 2000 Scheme
- Organic Farming Scheme (OFS)
- Sheep Improvement Scheme (SIS)
- Sheep Welfare Scheme (SWS)
- Targeted Agricultural Modernisation Schemes (TAMS)

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

33.2 Legal basis:

The Agri-Climate Rural Environment Scheme ('ACRES') is implemented pursuant to the CAP EU Regulations, including Regulations (EU) 2021/2115 and 2021/2116 of the European Parliament and of the Council and relevant secondary legislation, as well as Ireland's CAP Strategic Plan, its Strategic Environmental Assessment and Appropriate Assessment, and is operated by the Department of Agriculture, Food and Marine.

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

The Department may use existing customer data held in a way which is considered compatible with its original purpose of collection, as outlined below. This is for the purpose of aiding

administrative efficiencies. The rights of data subjects may be exercised pursuant to the Data Protection Acts 1988 to 2018 and the General Data Protection Regulation.

The purpose of each approach within ACRES is to receive, analyse and process data from applicants, communicate with them and/or their authorised advisors, and where applicable ACRES CP Teams, and subsequently receive and process the data of the approved participants for the duration of their contracts and make payments to them.

The existing customer data to be used is that submitted for the Basic Payment Scheme (BPS). BPS is implemented pursuant to EU Regulation 1306/2013, while the regulatory basis for both BISS and ACRES is Regulation (EU) 2021/2115 of the European Parliament and of the Council of 2 December 2021 establishing rules on support for strategic plans to be drawn up by Member States under the common agricultural policy (CAP Strategic Plans).

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

33.3 Recipients:

As noted in section 33.2 above, information provided as part of the ACRES application may be shared with other Divisions within the Department, for the purposes of processing other related scheme applications in a timely and efficient manner. This sharing shall be done in compliance with the CSP legislative framework and relevant data protection legislation.

In addition, when you submit an ACRES application, some of your personal data may be made available to other Government Departments/Agencies/Local Authorities/contracted parties/LIFE Projects, and where applicable ACRES CP teams but only where there is a valid legal basis to do so. Where appropriate, a Data Sharing Agreement will be put in place. The purpose of this sharing of data is to facilitate, among other things, the fulfilment of the obligations placed on Member States and objectives of the CAP Strategic Plan (CSP). This includes, but is not limited to management, control and audit purposes, monitoring and evaluation purposes, cross compliance controls, controls relating to the legislation underpinning cross compliance and all Rural Development measures, as required by Article 65 of Commission Implementing Regulation (EU) 809/2014 and for the performance of the CAP Strategic Plan as required by Article 128 of Regulation (EU) 2021/2115 of the European Parliament and of the Council. Also, personal information may be released under the terms of the relevant Data Protection legislation in force and the Freedom of Information Act 2014.

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

As part of this scheme, if you are approved into the programme, you may be requested by the Department or relevant agents acting on its behalf, to supply data in relation to your participation to the Scheme, and facilitate on-farm inspections/assessments, where required for the purpose of assessment, verification, evaluation or research purposes as provided for under the Regulations (EU Regulation 2021/2115 and EU Regulation 2021/2116). Not to supply such information may invalidate/cancel your application.

33.4 Transferred outside the EU:

Information provided in support of an application under the Agri-Climate Rural Environment Scheme (ACRES) is not currently transmitted outside of the EU.

33.5 Retention Period:

The data submitted in support of the application by the data subject under the Agri-Climate Rural Environment Scheme (ACRES) will be retained by DAFM only as long as is necessary in line with the purposes for which it was collected.

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

33.6 Data provision being statutory or contractual obligation:

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

33.7 Automated Decision Making:

Personal data provided in the submission of an application under the Agri-Climate Rural Environment Scheme (ACRES) will be processed automatically for the purpose of the efficient running of the scheme, and the timely payment of participants.

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

33.8 Information from Third Party:

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

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

33.9 Information shared with CP Teams for ACRES CP participants:

The ACRES CP will be managed by eight Co-operation Project (CP) Teams, one for each of the eight CP Zones. The intention is that the CP Teams will be independent multi-disciplinary teams with input from experts such as, but not limited to, ecologists, hydrologists, ornithologists, project team leaders and admin staff.

This level of expertise is required to research and establish the detailed conservation and biodiversity requirements of each zone and in some instances, sub-zone, on a local level. There will be oversight of these CP teams by the Department through steering groups.

The participant farmers will engage ACRES advisors to assist with the completion of farm plans.

The CP Teams will therefore receive, analyse, and process data from applicants, communicate with them and/or their ACRES Advisors, and subsequently receive and process the data of the approved participants for the duration of their contracts. The overall objective of the ACRES CP itself is to contribute to a range of objectives as outlined in the CAP.

Data, including farmer's personal information (name, contact details, land information) will be shared by the Department with CP Teams, subject to the terms and conditions set out in the contract awarded following a request for tender. Farmers will engage an ACRES Advisor to complete their application including the completion of the Farm Sustainability Plan.

CP Teams may also upload documents, photos, and other media in relation to a participant to the CP Team's own, or the Department's systems, to enable the processing of the participants application or to facilitate payments to the participant.

CP Teams may be involved in the assessment of a participant's holding, including any commonage land included in the application, for the purposes of the farmer's participation in the Scheme.

33.10 Technical information on data collected:

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

34 Further Conditions

- 34.1 The Minister may at any time lay down further conditions under these Scheme.
- 34.2 The Minister reserves the right to review and, if necessary, to terminate participation in the Scheme and to seek re-imburement of aid paid, including any non-productive capital investment payment, where no improvement to the environment is evident.
- 34.3 The Minister reserves the right to alter from time to time the procedures to be followed in the operation of the Scheme.

35 Interpretation

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

Annex 1: MAP

A farmer may only apply for the ACRES General approach if their holding falls outside of the high priority geographical area as defined for the ACRES Co-operation approach as below. Farmers with 3 hectares or more or 20% or more of the farm holding (whichever is the lower) declared as forage in the 2022 BPS within ACRES Co-operation area may only apply for the ACRES Co-operation Project approach – the map below shows the 8 Co-operation project zones, as indicated by the colour coding.



Annex 2A: Structure of ACRES General

ACRES General is structured on a three-tier basis. Applications in Tier 1 will receive priority access over Tier 2 applications which in turn receive priority access over Tier 3 applications.

Tier 1 Priority	Tier 1. Priority Environmental Asset	Mandatory/relevant actions
	Private Natura sites Grassland	<p>If an applicant has at least 0.5 ha of land within the Natura (SAC/SPA) mapped area in 2022, he/she may be eligible for Tier 1 priority entry to ACRES General approach.</p> <p>To be considered for priority access, one of the actions a. or b. must be selected on an area intersecting the Natura mapped area.</p> <ul style="list-style-type: none"> a. Low Input Grassland b. Extensively Grazed Pasture
	Private Natura sites Tillage	<p>If an applicant has at least 0.5 ha of land within Natura (SAC/SPA) mapped area in 2022, he/she may be eligible for Tier 1 priority entry to the ACRES General approach.</p> <p>To be considered for priority access, one of the actions a. b. or c. must be selected on an area intersecting the Natura mapped area.</p> <ul style="list-style-type: none"> a. Unharvested cereal headlands b. Winter Bird Food c. Environment Management of Arable Fallow
	Commonage	<p>If an applicant has at least 0.5 ha of commonage land declared on the 2022 BPS he/she may be eligible for Tier 1 priority entry to the ACRES General approach</p>
	Geese and Swans	<p>If an applicant has at least 0.5 ha of land within the Geese and Swan mapped area in 2022, he/she may be eligible for Tier 1 priority entry to the ACRES General approach if they select the Geese and Swans action.</p>
	Breeding Waders	<p>If an applicant has at least 0.5 ha of land within the Breeding Wader hotspot mapped area in 2022, he/she may be eligible for Tier 1 priority entry to the ACRES General approach.</p> <p>To be considered for priority access, one of the actions a. b. or c. must be selected on an area intersecting the Breeding Wader Hotspot mapped area.</p> <ul style="list-style-type: none"> a. Low Input Grassland b. Extensively Grazed Pasture c. Environmental Management of Arable Fallow
	Catchments identified as having High Status Water objectives	<p>If an applicant has at least 0.5 ha of land within the High-Status Water objective mapped area in 2022, he/she may be eligible for Tier 1 priority entry to the ACRES General approach.</p> <p>To be considered for priority access, at least one of the actions a. to h. which are deemed appropriate as identified in the Farm</p>

		<p>Sustainability Plan must be selected on an area intersecting the High-Status objective mapped area.</p> <ol style="list-style-type: none"> Riparian buffer strips or zones -grassland Riparian buffer strips or zones -arable Management of intensive grassland next to watercourse Planting trees in riparian buffer zones Planting new hedgerow Low input grassland (results-based) Extensively grazed pasture Environmental management of arable fallow
	Conservation of Rare Breeds	If an applicant selects Conservation of Rare Breeds action and shows proof of membership of breed society at the time of application, he/she may be eligible for Tier 1 priority entry to the ACRES General approach.
	Organic Farmers	If an applicant is registered with and approved as an organic operator by one of the Organic Control Bodies by the closing date for applications under relevant Tranche of ACRES, he/she may be eligible for Tier 1 priority entry to the ACRES General approach. It must be indicated on the application if an applicant wishes to apply for such access on the basis of his/her/their organic approval.

	Tier 2 Environmental Asset/Action	Mandatory/relevant actions
Tier 2 Access	<p>Vulnerable Water Area</p> <p>The vulnerable areas are defined as catchment areas to waterbodies identified as Areas for Action which have significant agricultural pressures</p>	<p>If a participant has at least 0.5 ha of land within the Vulnerable Water mapped area in 2022, he/she may be eligible for Tier 2 priority entry to the ACRES General approach.</p> <p>To be considered for priority access, at least one of the actions a. to h. which are deemed appropriate as identified in the Farm Sustainability Plan must be selected on an area intersecting the Vulnerable Water mapped area.</p> <ol style="list-style-type: none"> Riparian buffer strips or zones -grassland Riparian buffer strips or zones -arable Management of intensive grassland next to watercourse Planting trees in riparian buffer Zones Planting new hedgerow Low input grassland (results-based) Extensively grazed pasture Environmental management of arable fallow
	<p>Holdings that have a whole farm stocking rate exceeding 130 kg livestock manure</p>	<p>If an applicant (whether beef, dairy or sheep) has a whole farm stocking rate exceeding 130 kg livestock manure NPH in 2022 or has greater than 30 hectares of arable crops in 2022, he/she may be eligible for Tier 2 priority entry to the general scheme. To be considered for Tier 2 priority access, at least one of the listed actions a. to f. must be selected.</p> <ol style="list-style-type: none"> Minimum tillage (min 10ha)

	Nitrogen per hectare (NPH) or holdings with over 30 hectares of arable crops in 2022	b. Catch crops (min 6ha) c. Over winter stubble (min 4ha) d. Grass margins arable (min 500m) e. Grass margins grassland (min 500m) f. Low input peat grassland (min 0.5ha)
	Native Woodland Establishment scheme or GPC 11 – Agro-forestry	If an applicant is a participant in the Native Woodland Establishment Scheme* or GPC 11 – Agro-forestry* by the closing date for applications under relevant Tranche of ACRES, he/she may be eligible for Tier 2 priority entry to the ACRES General approach. *or successor or comparable schemes approved under the National Forestry Programme
	Tree planting	If an applicant adopts at least one of the tree planting actions a. to c., he/she may be eligible for Tier 2 priority entry to the ACRES General approach a. Tree planting (min 100 trees) a. Planting trees in riparian buffer zones (min 10 trees) b. Tree belts for ammonia capture from farmyards (min 0.18 ha)

Tier 3:

Please note: It is open to an ACRES CP participant to carry out actions listed here, on land not included in the ACRES CP Zone.

	Tier 3. General Actions
Tier 3	<ul style="list-style-type: none"> • Barn owl nest box • Brassica fodder stubble • Catch crops • Commonage • Conservation of rare breeds • Coppicing of hedgerows • Environmental management of arable fallow • Extensively grazed pasture • Geese and swans • Grass margin arable • Grass margin grassland • Laying of hedgerows • Low emissions slurry spreading • Low input grassland (results based)

	<ul style="list-style-type: none"> • Low Input peat grassland (results based) • Management of intensive grassland next to a watercourse • Minimum tillage • Planting a new hedgerow • Planting a traditional orchard • Planting trees in riparian buffer zones • Tree planting • Over winter stubble • Protection and maintenance of archaeological monuments- arable/grassland • Riparian buffer strip – arable • Riparian buffer strip – grassland • Riparian buffer zone – arable • Riparian buffer zone – grassland • Ryegrass seed set for birds • Traditional dry stone wall maintenance • Tree belts for ammonia capture from farmyards • Unharvested cereal headlands • Winter bird food plot • Winter bird food strip
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This tiered structure combined with the ranking and selection criteria is designed to ensure the targeted and prioritised delivery of environmental benefits. The Farm Sustainability Plan will inform the most appropriate selection of actions in all cases.

Annex 2B: Payment Rates

Table 1: Annual Payment per Measure

ACRES Measure	Farmer Payment (maximum)
General Measure	€7,311
Co-operation Measure	€10,500 (including €3,500 for NPIs and Landscape Actions)

Table 2: ACRES General (General Actions)

Action (ACRES General)	Margin widths	€/m/year	€/ ha/year	€/unit/year	€/m³/year
Barn owl nest box				36.48	
Brassica fodder stubble			120.00		
Catch crops			173.20		
Conservation of rare breeds (per LU) ¹				200.00	
Environmental management of arable fallow			1,047.00		
Extensively grazed pasture			250.00		
Geese and swans			205.00		
Grass Margin arable	3m	0.38			
	4m	0.51			
	6m	0.76			
	8m	1.01			
Grass margin grassland	2m	1.00			
	3m	1.10			
	6m	1.37			
Coppicing of Hedgerows		2.87			
Laying of Hedgerow		5.47			
Low emissions slurry spreading					1.20
Management of intensive grassland next to a watercourse			502.00		
Minimum tillage			40.00		
Planting a new hedgerow		5.29			
Planting a traditional orchard				27.49	
Planting trees in Riparian buffer zones				3.18	
Tree Planting				6.21	
Protection and maintenance of archaeological monuments- arable				209.00	
Protection and maintenance of archaeological monuments- grassland				125.00	
Over winter stubble			86.00		
Riparian buffer strip – arable	3m	0.38			
	4m	0.51			
	6m	0.77			
	8m	1.02			
Riparian buffer strip – grassland	1.5m	1.30			
	3m	1.71			
	6m	2.11			
Riparian buffer zone – arable			1,242		

Action (ACRES General)	Margin widths	€/m/year	€/ ha/year	€/ unit/year	€/m ³ /year
Riparian buffer zone – grassland			1,530.00		
Ryegrass seed set for birds		1.37			
Traditional dry stone wall maintenance		0.76			
Tree belts to capture ammonia from farmyards (0.18 - 0.5 ha) (Max €2,514/year)				5,028.00	
Unharvested cereal headlands	12m	1.26			
	21m	2.20			
	24m	2.52			
	30m	3.15			
Winter bird food plot			1,000.00		
Winter bird food strip	6m	0.98			
	8m	1.31			

Table 3: Results Based Actions (ACRES General)

Low Input Grassland ² (ACRES General)								
Field Score	10	9	8	7	6	5	4	<4
Payment rate per hectare	€400	€375	€350	€325	€300	€275	€250	€0
Low Input Peat Grassland ²								
Field Score	10	9	8	7	6	5	4	<4
Payment rate per hectare	€400	€375	€350	€325	€300	€275	€250	€0

Table 4: Results Based Actions (ACRES Co-operation)

Grassland, Peatland, Scrubland – Results Based payment								
Field Score	10	9	8	7	6	5	4	<4
Payment Rate	€400	€350	€300	€250	€205	€175	€150	€0
Reduced scale for farmers receiving OFS	€150	€100	€50	€0	€0	€0	€0	€0

Table 5: Commonage³ (ACRES General & ACRES Co-operation)

Commonage (ACRES General & ACRES Co-op)								
Field Score	10	9	8	7	6	5	4	<4
Payment Rate	€220	€180	€145	€115	€90	€70	€60	€0

Commonage (<10ha)	€120/ha
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Notes on Table in Annex 2B:

¹ Breeding females that produce a registered offspring above the basic eligibility requirements will be paid an additional payment of €75 **per maternal LU equivalent for each** progeny registered up to overall maximum payment ceiling

²Participants may apply for a late meadow bonus payment of €50/ha

³ Participation payment set at €50/Ha on the first 20 Hectares irrespective of results-based score. The results-based payment rates are inclusive of this participation payment

Annex 3: Explanatory Note on Selection Criteria and marking system for Tranche 2

OVERVIEW OF RANKING PROCESS

Proposed marking and rules for Ranking and Selection in ACRES General:

The primary ranking process within ACRES General is through its Tier Structure: Tier 1 receives priority over Tier 2, which in turns receives priority over Tier 3.

Within Tier 2 priority is given to applicants in the following order:

- i. Farmers whose lands are known to be in a vulnerable water area
- ii. Intensive farmers that choose a priority action
- iii. Farmers that are participants in specified forestry schemes* (namely Native Woodland Establishment Scheme or GPC 11 – Agro-forestry) or who commit to one of the trees planting actions [*or successor or comparable schemes approved under the National Forestry Programme]

The third way of ranking applications is through the application of specific selection criteria (Section C). Max score attainable in Section C is 1,465. Maximum score of 20 for size of holding ensures that size of holding will only be used to separate out applicants that are within 20 marks of each other after assessing all other criteria.

Every applicant receives a score. Scores and calculated using the following rules:

- Section A is applicable to applicants that are eligible for Tier 1 priority access. Applicants can only receive marks from one of the criteria in section A. Maximum score available from section A is 10,000 marks.
- Applicants awarded marks in section A do not receive any marks in section B.
- Section B is applicable to applicants that are eligible for Tier 2 priority access.
- Applicants can only receive marks from one of the criteria in section B. Maximum score available from section B is 5,500 marks.
- All applicants receive marks from section C.
- Refer to Annex 2a for complete text and appropriate lists for Section A and B below.

Section A: Applicants can only receive marks for one of the criteria in section A			
	Criteria	MARKS	Note
Tier 1	Privately owned Natura – 0.5ha minimum	10,000	(Appropriate action selected)
	Commonage land – a 0.5ha	10,000	(Results-based commonage scorecard on all commonage)
	Geese and Swans area – 0.5ha	10,000	(Geese and Swans action selected)
	Breeding Wader hotspot mapped area – 0.5ha	10,000	Appropriate action selected
	Catchments with High Status Water objectives – 0.5ha	10,000	Appropriate action selected

	Conservation of Rare Breeds	10,000	(Conservation of Rare Breeds action chosen)
	Registered Organic Farmers	10,000	

Section B: Applicants can only receive marks for one of the criteria in section B

	Criteria	MARKS	Note
Tier 2	Vulnerable Water Area	5,500	Appropriate action selected
	Whole farm stocking rate exceeding (>) 130 kg Livestock Manure Nitrogen per hectare (ha) produced on the holding	5,000	<u>That adopt at least one of the following mandatory priority actions:</u> <ul style="list-style-type: none"> • Minimum Tillage (10ha) • Catch crops (6ha) • Over winter stubble (4ha) • Grass margins arable (500m) • Grass margins grassland (500m) • Low input peat grassland (0.5ha)
	More than 30 hectares (ha) of arable crops,	5,000	
	Participant of Native Woodland Establishment Scheme	4,500	
	Participant of GPC 11 – Agro-forestry	4,500	
	Tree Planting action	4,500	Minimum 100 trees
	Planting of trees in Riparian Buffers	4,500	Minimum 10 trees
	Tree Belt for Ammonia Capture at farmyard	4,500	Minimum 0.18ha

Section C: Marks in Section C are cumulative

Criteria	Data Used	Marks Assigned	
Proportion of non-commonage land on holding within a combination of specified high value habitat mapped layers based on 2022 BPS, (maximum score 1,000).	<p>The mapped layers listed below are combined as one mapped layer for the purpose of this calculation and cross-referenced with the non-commonage land declared on the applicant's 2022 BPS:</p> <ul style="list-style-type: none"> • Annex I Grassland map • Natura 2000 map (SAC and SPA) • High-Status Water objective mapped area • Freshwater Pearl Mussel catchments. 	10 marks for every 1 % of holding in mapped layer	Percentage of holding (based on area declared on 2022 BPS) in mapped layer multiplied by 10 (to two decimal places). Maximum score of 1000 marks where 100% of holding is within mapped layer

Participation in specified DAFM Agri-environmental Schemes	GLAS (completed 5-year contract).	153	
	REAP (Completed contract)	133	
	AEOS (completed 5-year contract).	103	
Size of holding	Claimed area on 2022 BPS	1 divided by area of holding multiplied by 100	Max score of 20 (5ha or less gets score of 20)

Ranking and Selection in ACRES CP

Marks awarded below are cumulative with the exception of section 'Participation in specified DAFM Agri-environmental Schemes'.

Maximum score achievable for a CP applicant is 11,073.

Criteria	Data Used	Marks Assigned
Proportion of non-commonage land on holding within a combination of specified high value habitat mapped layers based on 2022 BPS, (maximum score 10,000).	The mapped layers listed below are combined as one mapped layer for the purpose of this calculation and cross-referenced with the non-commonage land declared on the applicant's 2022 BPS: <ul style="list-style-type: none"> • Annex I Grassland map • Natura 2000 map (SAC and SPA) • High-Status Water objective mapped area • Freshwater Pearl Mussel catchments. 	Percentage of holding (based on 2022 BPS) in mapped layer multiplied by 100 (to two decimal places). (maximum score 10,000).
Commonage – at least 0.5 ha of commonage land declared on the 2022 BPS, (maximum score 300).	At least 0.5 ha of commonage land declared on the 2022 BPS.	300
Offshore islands – at least 0.5ha of land (claimed area) on an offshore island, declared on the 2022 BPS, (maximum score 300).	At least 0.5 ha of land (claimed area) on an offshore island, declared on the 2022 BPS.	300

Participation in specified DAFM Agri-environmental Schemes, EIP Calls 1, 2 and 3, or registered as an Organic Farmer. Highest mark only to count, (maximum score is 453).	Burren Scheme (completed 5-year contract).	453
	EIP Calls 1, 2 and 3*	453
	If an applicant is registered with and approved as an organic operator by one of the Organic Control Bodies and holds a licence at the time of application.	253
	GLAS (completed 5-year contract).	153
	REAP (Completed contract)	133
	AEOS (completed 5-year contract).	103
Size of holding	Claimed area on 2022 BPS	1 divided by area of holding (Claimed area) multiplied by 100, to 2 decimal places. Max score of 20(5ha or less gets score of 20

*Be a participant in an EIP under Calls 1, 2 or 3, Hen Harrier Project or Pearl Mussel Project on 31st December 2022 or have completed the full term of the contract for the relevant EIP, or have completed a five-year contract, as appropriate.

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

Annex 4: Crop Code

2022 Crop codes
Low Input Permanent Pasture (505)
Permanent Pasture (342)
Traditional Hay Meadow (361)

Annex 5: ACRES Penalty Schedule

Note: Baseline breaches are GAEC/SMR breaches under the Basic Income Support for Sustainability (BISS) Scheme that must be met as a minimum requirement for individual ACRES actions

Action	Type of non-compliance	Scheme penalty
Barn Owl nest box	<p>i. Baseline breach.</p> <p>ii. Action not delivered or required minimum number of units (1 box) not delivered in accordance with ACRES specification.</p> <p>iii. Number of units claimed not delivered in accordance with ACRES specification.</p> <p>iv. Action delivered but not managed as set out in requirement 6 of ACRES specification.</p> <p>v. Action delivered but not implemented or managed as set out in ACRES specification where remedial action is requested (subject to ³ below).</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. Action ineligible for ACRES payment. Clawback of any payments made on this action to date.</p> <p>iii. Payment on number delivered. Penalty is number of units not delivered multiplied by the annual payment rate for this action for one year. Clawback amount not delivered in previous years. ACRES payment in successive years will be limited to delivery found.</p> <p>iv. Payment on number delivered (subject to iii. above) is allowed. However, as action was not managed as per specification: Penalty is the non-compliant number multiplied by the annual payment rate for the action for one year.</p> <p>v. Where remedial action is requested: Payment on number delivered (subject to ³ below) is allowed. However, as action was not initially implemented or managed as per specification: a 10% penalty will apply to this action for one year.</p>
Brassica fodder stubble	<p>i. Baseline breach.</p> <p>ii. Action not delivered or required minimum area (0.5 hectares) not delivered in accordance with ACRES specification.</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. Action ineligible for ACRES payment. Clawback of any payments made on this action to date.</p>

	<p>iii. Area over declared.</p> <p>iv. Action delivered but not established or managed as set out in points 5-9 of ACRES specification.</p> <p>v. Action delivered but not established or managed as set out in ACRES specification where remedial action is requested (subject to ³ below).</p>	<p>iii. Penalty is reduction of ACRES payment if there is a difference between eligible area found and area claimed using IACS rules. Clawback amount not delivered in previous years. ACRES payment in successive years will be limited to delivery found.</p> <p>iv. Payment on area delivered (subject to iii. Above) is allowed. However, as action was not established or managed as per specification: Penalty is the non-compliant area multiplied by the annual payment rate for the action for one year.</p> <p>v. Where remedial action is requested: Payment on area delivered (subject to ³ below) is allowed. However, as action was not initially established or managed as per specification: a 10% penalty will apply to this action for one year.</p>
Catch crops	<p>i. Baseline breach.</p> <p>ii. ²Priority Tier 2 action not delivered or required minimum area (6 hectares) not delivered in accordance with ACRES specification.</p> <p>iii. General action not delivered or required minimum area (0.5 hectares) not delivered in accordance with ACRES specification.</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and applicable CAP Scheme payments.</p> <p>ii. 100% penalty on total ACRES payment for one year. Action remains eligible once minimum area (0.5 hectares) for General action is delivered in accordance with ACRES specification. Clawback of any payments previously made on area not delivered. ACRES payment in successive years will be limited to delivery found.</p> <p>Where minimum area of 0.5 hectares not delivered in accordance with ACRES specification. Action ineligible. Clawback of any payments made on this action to date.</p> <p>iii. General action ineligible for ACRES payment. Clawback of any payments made on this action to date.</p>

	<p>iv. Area over declared.</p> <p>v. Action delivered but not established or managed as set out in points 4-9 of ACRES specification.</p> <p>vi. Action delivered but not established or managed as set out in ACRES specification where remedial action is requested (subject to ³ below).</p>	<p>iv. Penalty is reduction of ACRES payment if there is a difference between eligible area found and area claimed using IACS rules. Clawback amount not delivered in previous years. ACRES payment in successive years will be limited to delivery found.</p> <p>v. Payment on area delivered (subject to iv. Above) is allowed. However, as action was not established or managed as per specification: Penalty is the non-compliant area multiplied by the annual payment rate for the action for one year.</p> <p>vi. Where remedial action is requested: Payment on area delivered (subject to ³ below) is allowed. However, as action was not initially established or managed as per specification: a 10% penalty will apply to this action for one year.</p>
Commonage	<p>i. Baseline breach.</p> <p>ii. Mandatory action for ¹Priority Tier 1 access not delivered.</p> <p>iii. Failure to reach individual minimum number of ewe equivalents of appropriate grazing livestock by the end of the first full year and subsequent years in the ACRES scheme.</p> <p>iv. Commonage area over declared.</p> <p>v. Failure to comply with any proposed management/habitat restoration activities set out as part of a Commonage Farm Plan.</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. Action ineligible for ACRES payment. Clawback of any payments made on this action to date. 100% penalty on total ACRES payment for one year.</p> <p>iii 100% of ACRES payment for this action for one year.</p> <p>iv. Penalty is reduction of ACRES payment if there is a difference between eligible area found and area claimed using IACS rules. Clawback amount not delivered in previous years. ACRES payment in successive years will be limited to delivery found.</p> <p>v. A 10% penalty will apply to each participant for one year who fails to comply with the conditions of the Commonage Farm Plan.</p>

	<p>vi. Failure to allow any prescribed habitat restoration works as proposed and agreed by the Commonage Management Group.</p> <p>vii. Scores overclaim/underclaim.</p>	<p>vi. 100% of ACRES payment for this action for one year for each participant who blocks or hinders any prescribed habitat restoration works.</p> <p>vii. If the field scores assigned to the commonage exceeds the score as assessed by DAFM, the score as assessed by DAFM shall be paid on.</p> <p>(Similarly, if the score as assessed by DAFM is higher, the score as assessed by DAFM shall be paid on).</p>
Conservation of rare breeds	<p>i. Baseline breach.</p> <p>ii. Mandatory action for ¹Priority Tier 1 access not delivered or required minimum number of livestock units not delivered in accordance with ACRES specification.</p> <p>iii. General action not delivered or required minimum number of livestock units (0.1 LU) not delivered in accordance with ACRES specification.</p> <p>iv. Number of livestock units claimed exceeds number kept for the calendar year or number claimed not delivered in accordance with the specification.</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. Action ineligible for ACRES payment. Clawback of any payments made on this action to date. 100% penalty on total ACRES payment for one year.</p> <p>iii. General action ineligible for ACRES payment. Clawback of any payments made on this action to date.</p> <p>iv. Payment on livestock units kept. Penalty is the non-compliant number of livestock units multiplied by the annual payment rate for each livestock unit for one year.</p>
Coppicing of hedgerows	<p>i. Baseline breach.</p> <p>ii. Action not delivered or required minimum length (10 metres) not delivered in accordance with ACRES specification.</p> <p>iii. Linear length claimed on application not delivered in accordance with ACRES specification.</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. Action ineligible for ACRES payment. Clawback of any payments made on this action to date.</p> <p>iii. Payment on length delivered. Penalty is length not delivered multiplied by the annual payment rate for this action for one year.</p>

	<p>iv. Action delivered but not delivered or managed as set out in ACRES specification where remedial action is requested (subject to ³ below).</p>	<p>Clawback amount not delivered in previous years. ACRES payment in successive years will be limited to delivery found.</p> <p>iv. Where remedial action is requested: Payment on length delivered (subject to ³ below) is allowed. However, as action was not initially established or managed as per specification: a 10% penalty will apply to this action for one year.</p>
Environmental management of arable fallow	<p>i. Baseline breach.</p> <p>ii. Mandatory action chosen for ¹Priority Tier 1 access or for ²Priority Tier 2 access not delivered or required minimum area not delivered in accordance with ACRES specification.</p> <p>iii. General action not delivered or required minimum area (1.5 hectares) not delivered in accordance with ACRES specification.</p> <p>iv. Area over declared.</p> <p>v. Action delivered but not established or managed as set out in points 7-16 of ACRES specification.</p> <p>vi. Action delivered but not established or managed as set out in ACRES specification where remedial action is requested (subject to ³ below).</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. Action ineligible for ACRES payment. Clawback of any payments made on this action to date. 100% penalty on total ACRES payment for one year.</p> <p>iii. General action ineligible for ACRES payment. Clawback of any payments made on this action to date.</p> <p>iv. Penalty is reduction of ACRES payment if there is a difference between eligible area found and area claimed using IACS rules. Clawback amount not delivered in previous years. ACRES payment in successive years will be limited to delivery found.</p> <p>v. Payment on area delivered (subject to iv above) is allowed. However, as action was not established or managed as per specification: Penalty is the non-compliant area multiplied by the annual payment rate for the action for one year.</p> <p>vi. Where remedial action is requested: Payment on area delivered (subject to ³ below) is allowed. However, as action was not initially established or managed as per specification: a 10% penalty will apply to this action for one year.</p>

<p>Extensively grazed pasture</p>	<p>i. Baseline breach.</p> <p>ii. Mandatory action chosen for ¹Priority Tier 1 access or for ²Priority Tier 2 access not delivered or required minimum area not delivered in accordance with ACRES specification.</p> <p>iii. General action not delivered or required minimum area (0.25 hectares) not delivered in accordance with ACRES specification.</p> <p>iv. Area over declared.</p> <p>v. Action delivered but not established or managed as set out in points 4-5 and 7-13 of ACRES specification.</p> <p>vi. Action delivered but not established or managed as set out in ACRES specification where remedial action is requested (subject to ³ below).</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. Action ineligible for ACRES payment. Clawback of any payments made on this action to date. 100% penalty on total ACRES payment for one year.</p> <p>iii. General action ineligible for ACRES payment. Clawback of any payments made on this action to date.</p> <p>iv. Penalty is reduction of ACRES payment if there is a difference between eligible area found and area claimed using IACS rules. Clawback amount not delivered in previous years. ACRES payment in successive years will be limited to delivery found.</p> <p>v. Payment on area delivered (subject to iv above) is allowed. However, as action was not established or managed as per specification: Penalty is the non-compliant area multiplied by the annual payment rate for the action for one year.</p> <p>vi. Where remedial action is requested: Payment on area delivered (subject to ³ below) is allowed. However, as action was not initially established or managed as per specification: a 10% penalty will apply to this action for one year.</p>
<p>Geese and Swans</p>	<p>i. Baseline breach.</p> <p>ii. Mandatory action chosen for ¹Priority Tier 1 access not delivered or required minimum area not delivered in accordance with ACRES specification.</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. Action ineligible for ACRES payment. Clawback of any payments made on this action to date. 100% penalty on total ACRES payment for one year.</p>

	<p>iii. Area over declared.</p> <p>iv. Action delivered but not established or managed as set out in points 4-14 of ACRES specification.</p> <p>v. Action delivered but not established or managed as set out in ACRES specification where remedial action is requested (subject to ³ below).</p>	<p>iii. Penalty is reduction of ACRES payment if there is a difference between eligible area found and area claimed using IACS rules. Clawback amount not delivered in previous years. ACRES payment in successive years will be limited to delivery found.</p> <p>iv. Payment on area delivered (subject to iii above is allowed. However, as action was not established or managed as per specification: Penalty is the non-compliant area multiplied by the annual payment rate for the action for one year.</p> <p>v. Where remedial action is requested: Payment on area delivered (subject to ³ below) is allowed. However, as action was not initially established or managed as per specification: a 10% penalty will apply to this action for one year.</p>
Grass margins – Arable	<p>i. Baseline breach.</p> <p>ii. ²Priority Tier 2 action not delivered or required minimum length (500 metres) not delivered in accordance with ACRES specification.</p> <p>iii. General action not delivered or required minimum length (10 metres) not delivered in accordance with ACRES specification.</p> <p>iv. Linear length claimed on application not delivered in accordance with ACRES specification.</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. 100% penalty on total ACRES payment for one year. Action remains eligible once minimum length (10 metres) for General action is delivered in accordance with ACRES specification. Clawback of any payments previously made on length not delivered. ACRES payment in successive years will be limited to delivery found.</p> <p>Where minimum length of 10 metres not delivered in accordance with ACRES specification. Action ineligible. Clawback of any payments made on this action to date.</p> <p>iii. General action ineligible for ACRES payment. Clawback of any payments made on this action to date.</p> <p>iv. Payment on length delivered. Penalty is length not delivered multiplied by the annual payment rate for this action for one year. Clawback amount not delivered in previous years. ACRES payment in successive years will be limited to delivery found.</p>

	<p>v. Action delivered but not established or managed as set out in points 3-7 of ACRES specification.</p> <p>vi. Action delivered but not established or managed as set out in ACRES specification where remedial action is requested (subject to ³ below).</p>	<p>v. Payment on length delivered (subject to iv above) is allowed. However, as action was not established or managed as per specification: Penalty is the non-compliant length multiplied by the annual payment rate for the action for one year.</p> <p>vi. Where remedial action is requested: Payment on length delivered (subject to ³ below) is allowed. However, as action was not initially established or managed as per specification: a 10% penalty will apply to this action for one year.</p>
Grass margins – Grassland	<p>i. Baseline breach.</p> <p>ii. ² Priority Tier 2 action not delivered or required minimum length (500 metres) not delivered in accordance with ACRES specification.</p> <p>iii. General action not delivered or required minimum length (10 metres) not delivered in accordance with ACRES specification.</p> <p>iv. Linear length claimed on application not delivered in accordance with ACRES specification.</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. 100% penalty on total ACRES payment for one year. Action remains eligible once minimum length (10 metres) for General action is delivered in accordance with ACRES specification. Clawback of any payments previously made on length not delivered. ACRES payment in successive years will be limited to delivery found.</p> <p>Where minimum length of 10 metres not delivered in accordance with ACRES specification. Action ineligible. Clawback of any payments made on this action to date.</p> <p>iii. General action ineligible for ACRES payment. Clawback of any payments made on this action to date.</p> <p>iv. Payment on length delivered. Penalty is length not delivered multiplied by the annual payment rate for this action for one year. Clawback amount not delivered in previous years. ACRES payment in successive years will be limited to delivery found.</p> <p>v. Payment on length delivered (subject to iv above) is allowed.</p>

	<p>v. Action delivered but not established or managed as set out in points 3-7 of ACRES specification.</p> <p>vi. Action delivered but not established or managed as set out in ACRES specification where remedial action is requested (subject to ³ below).</p>	<p>However, as action was not established or managed as per specification: Penalty is the non-compliant length multiplied by the annual payment rate for the action for one year.</p> <p>vi. Where remedial action is requested: Payment on length delivered (subject to ³ below) is allowed. However, as action was not initially established or managed as per specification: a 10% penalty will apply to this action for one year.</p>
Laying of hedgerows	<p>i. Baseline breach.</p> <p>ii. Action not delivered or required minimum length (10 metres) not delivered in accordance with ACRES specification.</p> <p>iii. Linear length claimed on application not delivered in accordance with ACRES specification.</p> <p>iv. Action delivered but not established or managed as set out in ACRES specification where remedial action is requested (subject to ³ below).</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. Action ineligible for ACRES payment. Clawback of any payments made on this action to date.</p> <p>iii. Payment on length delivered. Penalty is length not delivered multiplied by the annual payment rate for this action for one year. Clawback amount not delivered in previous years. ACRES payment in successive years will be limited to delivery found.</p> <p>iv. Where remedial action is requested: Payment on length delivered (subject to ³ below) is allowed. However, as action was not initially established or managed as per specification: a 10% penalty will apply to this action for one year.</p>
Low Emission Slurry Spreading (LESS)	<p>i. Baseline breach.</p> <p>ii. Action not delivered or required minimum volume (50 cubic metres) not spread or slurry applied (whether produced or imported) not spread by the designated methods as per ACRES specification.</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. Action ineligible for ACRES payment. Clawback of any payments made on this action to date.</p>

<p>Low Input Grassland (LIG)</p>	<p>i. Baseline breach.</p> <p>ii. Mandatory action chosen for ¹Priority Tier 1 access or for ²Priority Tier 2 access not delivered or required minimum area not delivered in accordance with ACRES specification.</p> <p>iii. General action not delivered or required minimum area (0.25 hectares) not delivered in accordance with ACRES specification.</p> <p>iv. Area over declared.</p> <p>v. Scores underclaim/overclaim.</p> <p>vi. Action delivered but not established or managed as set out in ACRES specification where remedial action is requested (subject to ³ below).</p> <p>vi. Late meadow claimed not delivered on entire claimed area in accordance with ACRES specification.</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. Action ineligible for ACRES payment. Clawback of any payments made on this action to date. 100% penalty on total ACRES payment for one year.</p> <p>iii. General action ineligible for ACRES payment. Clawback of any payments made on this action to date.</p> <p>iv. Penalty is reduction of ACRES payment if there is a difference between eligible area found and area claimed using IACS rules. Clawback amount not delivered in previous years. ACRES payment in successive years will be limited to delivery found.</p> <p>v. If the field scores claimed for a participant by their advisor exceeds the score assessed by DAFM, the score as assessed by DAFM shall be paid on.</p> <p>(Similarly, if the score as assessed by DAFM is higher, the score as assessed by DAFM shall be paid on).</p> <p>If the overall holding level score claimed for a participant by their advisor results in a potential monetary overclaim of greater than 10% compared to the DAFM assessed scores, a penalty will apply equal to the monetary value of the overclaimed amount.</p> <p>vi. Where remedial action is requested: Payment on length delivered (subject to ³ below) is allowed. However, as action was not initially established or managed as per specification: a 10% penalty will apply to this action for one year</p> <p>vi. Penalty is equal to the monetary value of the overclaimed amount for one year.</p>
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<p>Low Input Peat Grassland (LIPG)</p>	<p>i. Baseline breach.</p> <p>ii. ² Priority Tier 2 action not delivered or required minimum area (0.5 hectares) not delivered in accordance with ACRES specification.</p> <p>iii. General action not delivered or required minimum area (0.25 hectares) not delivered in accordance with ACRES specification.</p> <p>iv. Area over declared.</p> <p>v. Action delivered but not managed as set out in point 5 of ACRES specification.</p> <p>vi. Action delivered but not established or managed as set out in ACRES specification where remedial action is requested (subject to ³ below).</p> <p>vii. Scores underclaim/overclaim.</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. 100% penalty on total ACRES payment for one year. Action remains eligible once minimum area (0.25 hectares) for General action is delivered in accordance with ACRES specification. Clawback of any payments previously made on area not delivered. ACRES payment in successive years will be limited to delivery found.</p> <p>Where minimum area of 0.25 hectares not delivered in accordance with ACRES specification. Action ineligible. Clawback of any payments made on this action to date.</p> <p>iii. General action ineligible for ACRES payment. Clawback of any payments made on this action to date.</p> <p>iv. Penalty is reduction of ACRES payment if there is a difference between eligible area found and area claimed using IACS rules. Clawback amount not delivered in previous years. ACRES payment in successive years will be limited to delivery found.</p> <p>v. Payment on area delivered (subject to iv above) is allowed. However, as action was not established or managed as per specification: Penalty is the non-compliant length multiplied by the annual payment rate for the action for one year.</p> <p>vi. Where remedial action is requested: Payment on length delivered (subject to ³ below) is allowed. However, as action was not initially established or managed as per specification: a 10% penalty will apply to this action for one year</p> <p>vii. If the field scores claimed by a participant and their advisor exceeds the score assessed by</p>
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		<p>DAFM, the score as assessed by DAFM shall be paid on.</p> <p>(Similarly, if the score as assessed by DAFM is higher, the score as assessed by DAFM shall be paid on).</p> <p>If the overall holding level score claimed for a participant by their advisor results in a potential monetary overclaim of greater than 10% compared to the DAFM assessed scores, a penalty will apply equal to the monetary value of the overclaimed amount.</p>
	viii. Late meadow claimed not delivered on entire claimed area in accordance with ACRES specification.	viii. Penalty is equal to the monetary value of the overclaimed amount for one year.
Management of intensive grassland next to a watercourse	<p>i. Baseline breach.</p> <p>ii. Mandatory action chosen for ¹Priority Tier 1 access or for ²Priority Tier 2 access not delivered or required minimum area not delivered in accordance with ACRES specification.</p> <p>iii. General action not delivered or required minimum area (0.5 hectares) not delivered in accordance with ACRES specification.</p> <p>iv. Area over declared.</p> <p>v. Action delivered but not managed as set out in points 3-10 of ACRES specification.</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. Action ineligible for ACRES payment. Clawback of any payments made on this action to date. 100% penalty on total ACRES payment for one year.</p> <p>iii. General action ineligible for ACRES payment. Clawback of any payments made on this action to date.</p> <p>iv. Penalty is reduction of ACRES payment if there is a difference between eligible area found and area claimed using IACS rules. Clawback amount not delivered in previous years. ACRES payment in successive years will be limited to delivery found.</p> <p>v. Payment on area delivered (subject to iv above) is allowed. However, as action was not established or managed as per specification: Penalty is the non-compliant area multiplied by the annual payment rate for the action for one year.</p>

	vi. Action delivered but not established or managed as set out in ACRES specification where remedial action is requested (subject to ³ below).	vi. Where remedial action is requested: Payment on area delivered (subject to ³ below) is allowed. However, as action was not initially established or managed as per specification: a 10% penalty will apply to this action for one year.
Minimum tillage	<p>i. Baseline breach.</p> <p>ii. ² Priority Tier 2 action not delivered or required minimum area (10 hectares) not delivered in accordance with ACRES specification.</p> <p>iii. General action not delivered or required minimum area (0.5 hectares) not delivered in accordance with ACRES specification.</p> <p>iv. Area over declared.</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. 100% penalty on total ACRES payment for one year. Action remains eligible once minimum area (0.5 hectares) for General action is delivered in accordance with ACRES specification. Clawback of any payments previously made on area not delivered. ACRES payment in successive years will be limited to delivery found.</p> <p>Where minimum area of 0.5 hectares not delivered in accordance with ACRES specification. Action ineligible. Clawback of any payments made on this action to date.</p> <p>iii. General action ineligible for ACRES payment. Clawback of any payments made on this action to date.</p> <p>iv. Penalty is reduction of ACRES payment if there is a difference between eligible area found and area claimed using IACS rules. Clawback amount not delivered in previous years. ACRES payment in successive years will be limited to delivery found.</p>
Over winter stubble	<p>i. Baseline breach.</p> <p>ii. ² Priority Tier 2 action not delivered or required minimum area (4 hectares) not delivered in accordance with ACRES specification.</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. 100% penalty on total ACRES payment for one year. Action remains eligible once minimum area (0.5 hectares) for General action is delivered in</p>

	<p>iii. General action not delivered or required minimum area (0.5 hectares) not delivered in accordance with ACRES specification.</p> <p>iv. Area over declared.</p> <p>v. Action delivered but not established or managed as set out in points 4-8 of ACRES specification.</p>	<p>accordance with ACRES specification. Clawback of any payments previously made on area not delivered. ACRES payment in successive years will be limited to delivery found.</p> <p>Where minimum area of 0.5 hectares not delivered in accordance with ACRES specification. Action ineligible. Clawback of any payments made on this action to date.</p> <p>iii. General action ineligible for ACRES payment. Clawback of any payments made on this action to date.</p> <p>iv. Penalty is reduction of ACRES payment if there is a difference between eligible area found and area claimed using IACS rules. Clawback amount not delivered in previous years. ACRES payment in successive years will be limited to delivery found.</p> <p>v. Payment on area delivered (subject to iv above) is allowed. However, as action was not established or managed as per specification: Penalty is the non-compliant area multiplied by the annual payment rate for the action for one year.</p>
Planting a new hedgerow	<p>i. Baseline breach.</p> <p>ii. Mandatory action chosen for ¹Priority Tier 1 access or for ²Priority Tier 2 access not delivered or required minimum length not delivered in accordance with ACRES specification.</p> <p>iii. General action not delivered or required minimum length (10 metres) not delivered in accordance with ACRES specification.</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. Action ineligible for ACRES payment. Clawback of any payments made on this action to date. 100% penalty on total ACRES payment for one year.</p> <p>iii. General action ineligible for ACRES payment. Clawback of any payments made on this action to date.</p>

	<p>iv. Linear length claimed on application not delivered in accordance with ACRES specification.</p> <p>v. Action delivered but not established or managed as set out in ACRES specification where remedial action is requested (subject to ³ below).</p>	<p>iv. Payment on length delivered. Penalty is length not delivered multiplied by the annual payment rate for this action for one year. Clawback amount not delivered in previous years. ACRES payment in successive years will be limited to delivery found.</p> <p>v. Where remedial action is requested: Payment on length delivered (subject to ³ below) is allowed. However, as action was not initially established or managed as per specification: a 10% penalty will apply to this action for one year.</p>
Planting a traditional orchard	<p>i. Baseline breach.</p> <p>ii. Action not delivered or required minimum number (10 trees) not delivered in accordance with ACRES specification.</p> <p>iii. Action delivered but not established or managed as set out in ACRES specification where remedial action is requested (subject to ³ below).</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. Action ineligible for ACRES payment. Clawback of any payments made on this action to date.</p> <p>iii. Where remedial action is requested: Payment on number delivered (subject to ³ below) is allowed. However, as action was not initially established or managed as per specification: a 10% penalty will apply to this action for one year.</p>
Planting trees in riparian buffer zones	<p>i. Baseline breach.</p> <p>ii. Mandatory action chosen for ¹Priority Tier 1 access or for ²Priority Tier 2 access not delivered or required minimum number not delivered in accordance with ACRES specification.</p> <p>iii. General action not delivered or required minimum number (10 trees) not delivered in accordance with ACRES specification.</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. Action ineligible for ACRES payment. Clawback of any payments made on this action to date. 100% penalty on total ACRES payment for one year.</p> <p>iii. General action ineligible for ACRES payment. Clawback of any payments made on this action to date.</p>

	<p>iv. Number of trees claimed on application not delivered in accordance with ACRES specification.</p> <p>v. Action delivered but not established or managed as set out in ACRES specification where remedial action is requested (subject to ³ below).</p>	<p>iv. Payment on number delivered. Penalty is number of trees not delivered multiplied by the annual payment rate for this action for one year. Clawback amount not delivered in previous years. ACRES payment in successive years will be limited to delivery found.</p> <p>v. Where remedial action is requested: Payment on number delivered (subject to ³ below) is allowed. However, as action was not initially established or managed as per specification: a 10% penalty will apply to this action for one year.</p>
Protection and maintenance of archaeological monuments – Arable	<p>i. Baseline breach.</p> <p>ii. Action not delivered or required minimum number (1 monument) not delivered in accordance with ACRES specification.</p> <p>iii. Number of units claimed on application not delivered in accordance with ACRES specification.</p> <p>iv. Action delivered but not established or managed as set out in points 5-9 of ACRES specification.</p> <p>v. Action delivered but not established or managed as set out in ACRES specification where remedial action is requested (subject to ³ below).</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. Action ineligible for ACRES payment. Clawback of any payments made on this action to date.</p> <p>iii. Payment on number delivered. Penalty is number of units not delivered multiplied by the annual payment rate for this action for one year. Clawback amount not delivered in previous years. ACRES payment in successive years will be limited to delivery found.</p> <p>iv. Payment on number delivered (subject to iii above) is allowed. However, as action was not established or managed as per specification: Penalty is the non-compliant number multiplied by the annual payment rate for the action for one year.</p> <p>v. Where remedial action is requested: Payment on number delivered (subject to ³ below) is allowed. However, as action was not initially established or managed as per specification: a 10% penalty will apply to this action for one year.</p>
Protection and maintenance of archaeological	<p>i. Baseline breach.</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to</p>

monuments – Grassland	<p>ii. Action not delivered or required minimum number (1 monument) not delivered in accordance with ACRES specification.</p> <p>iii. Number of units claimed on application not delivered in accordance with ACRES specification.</p> <p>iv. Action delivered but not managed as set out in points 4-15 of ACRES specification.</p> <p>v. Action delivered but not established or managed as set out in ACRES specification where remedial action is requested (subject to ³ below).</p>	<p>appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. Action ineligible for ACRES payment. Clawback of any payments made on this action to date.</p> <p>iii. Payment on number delivered. Penalty is number of units not delivered multiplied by the annual payment rate for this action for one year. Clawback amount not delivered in previous years. ACRES payment in successive years will be limited to delivery found.</p> <p>iv. Payment on number delivered (subject to iii above) is allowed. However, as action was not established or managed as per specification: Penalty is the non-compliant number multiplied by the annual payment rate for the action for one year.</p> <p>v. Where remedial action is requested: Payment on number delivered (subject to ³ below) is allowed. However, as action was not initially established or managed as per specification: a 10% penalty will apply to this action for one year.</p>
Riparian buffer strip – Arable	<p>i. Baseline breach.</p> <p>ii. Mandatory action chosen for ¹Priority Tier 1 access or for ²Priority Tier 2 access not delivered or required minimum length not delivered in accordance with ACRES specification.</p> <p>iii. General action not delivered or required minimum length (10 metres) not delivered in accordance with ACRES specification.</p> <p>iv. Linear length claimed on application not delivered in accordance with ACRES specification.</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. Action ineligible for ACRES payment. Clawback of any payments made on this action to date. 100% penalty on total ACRES payment for one year.</p> <p>iii. General action ineligible for ACRES payment. Clawback of any payments made on this action to date.</p> <p>iv. Payment on length delivered. Penalty is length not delivered multiplied by the annual payment rate for this action for one year.</p>

	<p>v. Action delivered but not established or managed as set out in Note 1 on page 89 and points 12 and 14-16 of ACRES specification.</p> <p>vi. Action delivered but not established or managed as set out in ACRES specification where remedial action is requested (subject to ³ below).</p>	<p>Clawback amount not delivered in previous years. ACRES payment in successive years will be limited to delivery found.</p> <p>v. Payment on length delivered (subject to iv above) is allowed. However, as action was not established or managed as per specification: Penalty is the non-compliant length multiplied by the annual payment rate for the action for one year.</p> <p>vi. Where remedial action is requested: Payment on length delivered (subject to ³ below) is allowed. However, as action was not initially established or managed as per specification: a 10% penalty will apply to this action for one year.</p>
Riparian buffer strip – Grassland	<p>i. Baseline breach.</p> <p>ii. Mandatory action chosen for ¹Priority Tier 1 access or for ²Priority Tier 2 access not delivered or required minimum length not delivered in accordance with ACRES specification.</p> <p>iii. General action not delivered or required minimum length (10 metres) not delivered in accordance with ACRES specification.</p> <p>iv. Linear length claimed on application not delivered in accordance with ACRES specification.</p> <p>v. Action delivered but not established or managed as set out in Note 2 on page 92 and points 10-13 of ACRES specification.</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. Action ineligible for ACRES payment. Clawback of any payments made on this action to date. 100% penalty on total ACRES payment for one year.</p> <p>iii. General action ineligible for ACRES payment. Clawback of any payments made on this action to date.</p> <p>iv. Payment on length delivered. Penalty is length not delivered multiplied by the annual payment rate for this action for one year. Clawback amount not delivered in previous years. ACRES payment in successive years will be limited to delivery found.</p> <p>v. Payment on length delivered (subject to iv above) is allowed. However, as action was not established or managed as per specification: Penalty is the non-compliant length multiplied by the annual payment rate for the action for one year.</p>

	vi. Action delivered but not established or managed as set out in ACRES specification where remedial action is requested (subject to ³ below).	vi. Where remedial action is requested: Payment on length delivered (subject to ³ below) is allowed. However, as action was not initially established or managed as per specification: a 10% penalty will apply to this action for one year.
Riparian buffer zone – Arable	<p>i. Baseline breach.</p> <p>ii. Mandatory action chosen for ¹Priority Tier 1 access or for ²Priority Tier 2 access not delivered or required minimum area not delivered in accordance with ACRES specification.</p> <p>iii. General action not delivered or required minimum area (0.04 hectares) not delivered in accordance with ACRES specification.</p> <p>iv. Area over declared.</p> <p>v. Action delivered but not established or managed as set out in points 12 and 14-16 of ACRES specification.</p> <p>vi. Action delivered but not established or managed as set out in ACRES specification where remedial action is requested (subject to ³ below).</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. Action ineligible for ACRES payment. Clawback of any payments made on this action to date. 100% penalty on total ACRES payment for one year.</p> <p>iii. General action ineligible for ACRES payment. Clawback of any payments made on this action to date.</p> <p>iv. Penalty is reduction of ACRES payment if there is a difference between eligible area found and area claimed using IACS rules. Clawback amount not delivered in previous years. ACRES payment in successive years will be limited to delivery found.</p> <p>v. Payment on area delivered (subject to iv above) is allowed. However, as action was not established or managed as per specification: Penalty is the non-compliant area multiplied by the annual payment rate for the action for one year.</p> <p>vi. Where remedial action is requested: Payment on area delivered (subject to ³ below) is allowed. However, as action was not initially established or managed as per specification: a 10% penalty will apply to this action for one year.</p>
Riparian buffer zone – Grassland	i. Baseline breach.	i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.

	<p>ii. Mandatory action chosen for ¹Priority Tier 1 access or for ²Priority Tier 2 access not delivered or required minimum area not delivered in accordance with ACRES specification.</p> <p>iii. General action not delivered or required minimum area (0.04 hectares) not delivered in accordance with ACRES specification.</p> <p>iv. Area over declared.</p> <p>v. Action delivered but not established or managed as set out in points 10-13 of ACRES specification.</p> <p>vi. Action delivered but not established or managed as set out in ACRES specification where remedial action is requested (subject to ³ below).</p>	<p>ii. Action ineligible for ACRES payment. Clawback of any payments made on this action to date. 100% penalty on total ACRES payment for one year.</p> <p>iii. General action ineligible for ACRES payment. Clawback of any payments made on this action to date.</p> <p>iv. Penalty is reduction of ACRES payment if there is a difference between eligible area found and area claimed using IACS rules. Clawback amount not delivered in previous years. ACRES payment in successive years will be limited to delivery found.</p> <p>v. Payment on area delivered (subject to iv above) is allowed. However, as action was not established or managed as per specification: Penalty is the non-compliant area multiplied by the annual payment rate for the action for one year.</p> <p>vi. Where remedial action is requested: Payment on area delivered (subject to ³ below) is allowed. However, as action was not initially established or managed as per specification: a 10% penalty will apply to this action for one year.</p>
Ryegrass seed-set as winter food for birds	<p>i. Baseline breach.</p> <p>ii. Action not delivered or required minimum length (10 metres) not delivered in accordance with ACRES specification.</p> <p>iii. Linear length claimed on application not delivered in accordance with ACRES specification.</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. Action ineligible for ACRES payment. Clawback of any payments made on this action to date.</p> <p>iii. Payment on length delivered. Penalty is length not delivered multiplied by the annual payment rate for this action for one year.</p>

	<p>iv. Action delivered but not managed as set out in points 3-5 of ACRES specification.</p> <p>v. Action delivered but not delivered or managed as set out in ACRES specification and remedial action is requested (subject to ³ below).</p>	<p>Clawback amount not delivered in previous years. ACRES payment in successive years will be limited to delivery found.</p> <p>iv. Payment on length delivered (subject to iii. above) is allowed. However, as action was not established or managed as per specification: Penalty is the non-compliant length multiplied by the annual payment rate for the action for one year.</p> <p>v. Where remedial action is requested: Payment on length delivered (subject to ³ below) is allowed. However, as action was not initially established or managed as per specification: a 10% penalty will apply to this action for one year.</p>
Traditional dry stone wall maintenance	<p>i. Baseline breach.</p> <p>ii. Action not delivered or required minimum length (10 metres) not delivered in accordance with ACRES specification.</p> <p>iii. Linear length claimed on application not delivered in accordance with ACRES specification.</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. Action ineligible for ACRES payment. Clawback of any payments made on this action to date.</p> <p>iii. Payment on length delivered. Penalty is length not delivered multiplied by the annual payment rate for this action for one year. Clawback amount not delivered in previous years. ACRES payment in successive years will be limited to delivery found.</p>
Tree belts for ammonia capture from farmyards	<p>i. Baseline breach.</p> <p>ii. ² Priority Tier 2 action not delivered or required minimum area not delivered in accordance with ACRES specification.</p> <p>iii. General action not delivered or required minimum area (0.18 hectares) not delivered in accordance with ACRES specification.</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. Action ineligible for ACRES payment. Clawback of any payments made on this action to date. 100% penalty on total ACRES payment for one year.</p> <p>iii. General action ineligible for ACRES payment. Clawback of any payments made on this action to date.</p>

	<p>iv. Area over declared.</p> <p>v. Action delivered but not established or managed as set out in ACRES specification where remedial action is requested (subject to ³ below).</p>	<p>iv. Penalty is reduction of ACRES payment if there is a difference between eligible area found and area claimed using IACS rules. Clawback amount not delivered in previous years. ACRES payment in successive years will be limited to delivery found.</p> <p>v. Where remedial action is requested: Payment on area delivered (subject to ³ below) is allowed. However, as action was not initially established or managed as per specification: a 10% penalty will apply to this action for one year.</p>
Tree planting	<p>i. Baseline breach.</p> <p>ii. ²Priority Tier 2 action not delivered or required minimum number of trees (100 trees) not delivered in accordance with ACRES specification.</p> <p>iii. General action not delivered or required minimum number of trees (10 trees) not delivered in accordance with ACRES specification.</p> <p>iv. Number of trees claimed on application not delivered in accordance with ACRES specification.</p> <p>v. Action delivered but not established or managed as set out in ACRES specification where remedial action is requested (subject to ³ below).</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. 100% penalty on total ACRES payment for one year. Action remains eligible once minimum number (10 trees) for General action is delivered in accordance with ACRES specification. Clawback of any payments previously made on number not delivered. ACRES payment in successive years will be limited to delivery found.</p> <p>Where minimum number of 10 trees not delivered in accordance with ACRES specification. Action ineligible. Clawback of any payments made on this action to date.</p> <p>iii. General action ineligible for ACRES payment. Clawback of any payments made on this action to date.</p> <p>iv. Payment on number delivered. Penalty is number of trees not delivered multiplied by the annual payment rate for this action for one year. Clawback amount not delivered in previous years. ACRES payment in successive years will be limited to delivery found.</p> <p>v. Where remedial action is requested: Payment on number delivered (subject to ³ below) is allowed. However, as action was not initially established or managed as per specification:</p>

		a 10% penalty will apply to this action for one year.
Unharvested cereal headlands	<p>i. Baseline breach.</p> <p>ii. Mandatory action chosen for ¹Priority Tier 1 access not delivered or required minimum length not delivered in accordance with ACRES specification.</p> <p>iii. General action not delivered or required minimum length (10 metres) not established in accordance with ACRES specification.</p> <p>iv. Linear length claimed on application not delivered in accordance with ACRES specification.</p> <p>v. Action delivered but not established or managed as set out in point 3 and 5-7 of ACRES specification.</p> <p>vi. Action delivered but not established or managed as set out in ACRES specification where remedial action is requested (subject to ³ below).</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. Action ineligible for ACRES payment. Clawback of any payments made on this action to date. 100% penalty on total ACRES payment for one year.</p> <p>iii. General action ineligible for ACRES payment. Clawback of any payments made on this action to date.</p> <p>iv. Payment on length delivered. Penalty is length not delivered multiplied by the annual payment rate for this action for one year. Clawback amount not delivered in previous years. ACRES payment in successive years will be limited to delivery found.</p> <p>v. Payment on length delivered (subject to iv above) is allowed. However, as action was not established or managed as per specification: Penalty is the non-compliant length multiplied by the annual payment rate for the action for one year.</p> <p>vi. Where remedial action is requested: Payment on length delivered (subject to ³ below) is allowed. However, as action was not initially established or managed as per specification: a 10% penalty will apply to this action for one year.</p>
Winter bird food plot	<p>i. Baseline breach.</p> <p>ii. Mandatory action chosen for ¹Priority Tier 1 access not delivered or required minimum area not delivered in accordance with ACRES specification.</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. Action ineligible for ACRES payment. Clawback of any payments made on this action to date. 100% penalty on total ACRES payment for one year.</p>

	<p>iii. General action not delivered or required minimum area (0.25 hectares) not delivered in accordance with ACRES specification.</p> <p>iv. Area over declared.</p> <p>v. Action delivered but not established or managed as set out in points 4 and 8-13 of ACRES specification.</p> <p>vi. Action delivered but not established or managed as set out in ACRES specification where remedial action is requested (subject to ³ below).</p>	<p>iii. General action ineligible for ACRES payment. Clawback of any payments made on this action to date.</p> <p>iv. Penalty is reduction of ACRES payment if there is a difference between eligible area found and area claimed using IACS rules. Clawback amount not delivered in previous years. ACRES payment in successive years will be limited to delivery found.</p> <p>v. Payment on area delivered (subject to iv above) is allowed. However, as action was not established or managed as per specification: Penalty is the non-compliant area multiplied by the annual payment rate for the action for one year.</p> <p>vi. Where remedial action is requested: Payment on area delivered (subject to ³ below) is allowed. However, as action was not initially established or managed as per specification: a 10% penalty will apply to this action for one year.</p>
Winter bird food strip	<p>i. Baseline breach.</p> <p>ii. Mandatory action chosen for ¹Priority Tier 1 access not delivered or required minimum length not delivered in accordance with ACRES specification.</p> <p>iii. General action not delivered or required minimum length (10 metres) not delivered in accordance with ACRES specification.</p> <p>iv. Linear length claimed on application not delivered in accordance with ACRES specification.</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. Action ineligible for ACRES payment. Clawback of any payments made on this action to date. 100% penalty on total ACRES payment for one year.</p> <p>iii. General action ineligible for ACRES payment. Clawback of any payments made on this action to date.</p> <p>iv. Payment on length delivered. Penalty is length not delivered multiplied by the annual payment rate for this action for one year. Clawback amount not delivered in previous years. ACRES payment in successive years will be limited to delivery found.</p>

	<p>v. Action delivered but not established or managed as set out in points 8-13 of ACRES specification.</p> <p>vi. Action delivered but not established or managed as set out in ACRES specification where remedial action is requested (subject to ³ below).</p>	<p>v. Payment on length delivered (subject to iv above) is allowed. However, as action was not established or managed as per specification: Penalty is the non-compliant length multiplied by the annual payment rate for the action for one year.</p> <p>vi. Where remedial action is requested: Payment on length delivered (subject to ³ below) is allowed. However, as action was not initially established or managed as per specification: a 10% penalty will apply to this action for one year.</p>
Hedgerow requirement	Hedgerow requirement not delivered in accordance with ACRES specification in applicable ACRES parcels.	<p>The following penalties apply to the total ACRES payment for one year:</p> <ul style="list-style-type: none"> a. < 100m non-compliant – 1% b. 100m to 500m non-compliant – 3% c. > 500m non-compliant – 5%.

ACRES Penalties - Additional for Co-operation Project (CP) participants

CP non-commonage results-based payments	<p>i. Baseline breach.</p> <p>ii. Area over declared.</p> <p>iii. Scores underclaim/overclaim.</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. Penalty is reduction of ACRES CP payment if there is a difference between eligible area found and area claimed using IACS rules. Clawback amount not delivered in previous years. ACRES CP payment in successive years will be limited to delivery found.</p> <p>iii. If the field scores claimed for a participant by their advisor exceeds the score assessed by DAFM, the score as assessed by DAFM shall be paid on.</p> <p>(Similarly, if the score as assessed by DAFM is higher, the score as assessed by DAFM shall be paid on).</p> <p>If the overall holding level score claimed for a participant by their advisor results in a potential monetary overclaim of greater than 10% compared to the DAFM assessed scores, a penalty may apply equal to the monetary value of the overclaimed amount.</p>
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<p>Non-productive Investments and Landscape Actions</p>	<p>i. Baseline breach.</p> <p>ii. Number of units claimed on application not delivered as set out in the specification for the action/investment or as per requirements set by the Co-operation Project Team.</p> <p>iii. Linear length claimed on application not delivered as set out in the specification for the action/investment or as per requirements set by the Co-operation Project Team.</p> <p>iv. Area over declared.</p> <p>v. Landscape Action or Non-productive Investment delivered but not established or managed as set out in specification for the action/investment or as per requirements set by the Co-operation Project Team.</p>	<p>i. Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.</p> <p>ii. Payment on number delivered. Penalty is number of units not delivered multiplied by the payment rate for this action/investment. Clawback of any payments made on units not delivered.</p> <p>iii. Payment on length delivered. Penalty is length not delivered multiplied by the payment rate for this action/investment. Clawback of any payments made on linear length not delivered.</p> <p>iv. Penalty is reduction of ACRES CP payment if there is a difference between eligible area found and area claimed using IACS rules. Clawback of any payments made on amount not delivered.</p> <p>v. Payment on quantity delivered (subject to ³ below) is allowed. However, as action or investment was not established or managed as set out in CP specification or by Co-operation Project Team: a 10% penalty will apply to this action/investment.</p>
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<p>Average weighted score for the holding</p> <p>(applicable to all scored non-commonage CP parcels)</p> <p>Where the average weighted score in year 5 for non-commonage CP parcels on the holding has decreased from the baseline score in year 1.</p>	<p>i. If the average weighted score has decreased by more than 10% but not more than 20%.</p> <p>ii. If the average weighted score has decreased by 20% or more.</p>	<p>i. Penalty is a 20% reduction to all non-commonage CP results-based payments in year 5.</p> <p>ii. Penalty is a 40% reduction to all non-commonage CP results-based payments in year 5.</p>
<p>Landscape Bonus</p> <p>This is an additional level of payment to farmers for High or Exceptionally High delivery of ecosystem services across larger holdings.</p> <p>Where a valid scorecard is not submitted for all ACRES CP contract lands, the participant will not be eligible for the Landscape Bonus payment for the relevant year.</p>	<p>i. Inaccurate scorecards submitted for a participant by their advisor for CP parcels that would result in an incorrectly awarded Landscape Bonus Payment</p>	<p>i. If inaccurate field scores submitted for a participant by their advisor would result in the participant incorrectly receiving a Landscape Bonus Payment, the DAFM assessed scores will be used to determine whether the participant receives a Landscape Bonus Payment. Penalty is a 10% reduction to all non-commonage CP results-based payments in year of inspection.</p>

¹ Priority Tier 1 penalty applies where:

1. This action is the only priority Tier 1 environmental action selected and the minimum requirements for this action have not been delivered.
2. Where the applicant has selected more than one priority Tier 1 environmental action and has failed to deliver the minimum requirements (area/length/number) for at least one priority Tier 1 action.
3. The applicant was not a registered organic farmer by the closing date for applications and not delivering the minimum requirements for at least one other priority Tier 1 action.

Where more than one priority Tier 1 environmental action is selected and the minimum requirement is delivered for at least one of these actions or the applicant was a registered organic farmer by the closing date for applications and remains an registered organic farmer for each year of the contract, the priority Tier 1 action(s) that fails to meet the minimum requirement is now considered as a general action and the relevant penalty applies.

² Priority Tier 2 penalty applies where:

1. This action is the only priority Tier 2 environmental action selected and the minimum requirements for this action have not been delivered.
2. Where the applicant has selected more than one priority Tier 2 environmental action and has failed to deliver the minimum requirements (area/length/number) for at least one priority Tier 2 action.

3. Where the applicant was not a participant in the Native Woodland Establishment Scheme or GPC 11 - Agroforestry by the closing date for applications.

Where more than one priority Tier 2 environmental action is selected and the minimum Tier 2 requirement is delivered for at least one of these actions or the applicant was a participant in one of the schemes as noted in point 3 above by the closing date for applications, the action(s) that fails to meet the minimum Tier 2 requirement is now considered as a general action.

³ Remedial action letter is issued when:

Where appropriate, this penalty is subject to remedial action been undertaken within the allowed timeframe to ensure that all elements have been delivered in accordance with the ACRES specification. A 10% penalty for this action will apply for one year. Applicant will be paid on amount delivered in accordance with the specification going forward.

Where remedial action is not undertaken within the allowed timeframe, the relevant penalty (whichever is applicable) will apply.

ACRES Administration Penalties

Type of non-compliance	Penalty in ACRES
Training	
Non completion of mandatory ACRES Training	<ul style="list-style-type: none"> • Non-completion of mandatory ACRES training within first year of participation in the Scheme – review of contract with no further payments issuing until training completed • Non-completion of mandatory ACRES training within two years of contract commencement - review of continued participation in the scheme, with a possibility of termination of contract and recoupment of monies paid.
Non-completion of mandatory ACRES Training organised by the ACRES Co-operation Project Team for relevant zone.	<ul style="list-style-type: none"> • A 5% penalty on ACRES payment for relevant year • A repeat of non-compliance within a 3-year period = 10% penalty on ACRES payment for relevant year and review of contract with a possibility of termination of contract and recoupment of monies paid.
Documentation	
Soil Sampling	
Late/incomplete or non-submission of soil sampling results/ soil sample exemption form (appendix 8 of specification) by 15 th May 2024 as part of FSP.	<ul style="list-style-type: none"> • Review of contract with no further payments issuing until all required soil sample documents uploaded to ACRES system. • Non-submission within two years of contract commencement - review of continued participation in the scheme, with a possibility of termination of contract and recoupment of monies paid.

<p>Commonage Farm Plan</p> <p>Late/incomplete or non-submission of Commonage Farm Plan on the ACRES system within the timeframe requested by the Department.</p>	<ul style="list-style-type: none"> • Review of contract with no further payments issuing until all required Commonage Farm Plan documents uploaded to ACRES system. • Non-submission within two years of contract commencement - review of continued participation in the scheme, with a possibility of termination of contract and recoupment of monies paid.
<p>LESS and Rare Breeds*</p> <p>Late/incomplete or non-submission of supporting documentation on the ACRES system within the timeframe requested by the Department. Refer to section 22.4 in Terms and Conditions.</p> <p>*For Rare Breeds action, please also see penalties for action non-compliance.</p>	<p>The following scale of penalties applies to the action(s) for which documentation is required:</p> <ul style="list-style-type: none"> • No payment will issue until satisfactory documentation received. • If documentation not submitted within 2 months of deadline in respect of 1st year of participation = 25% penalty applied in respect of that action. • If documentation not submitted within 2 months of deadline in respect of 2nd year of participation = 50% penalty applied in respect of that action. • If documentation not submitted within 3 months of deadline in respect of 2nd year of participation = 75% penalty applied in respect of that action. • If documentation not submitted within 4 months of deadline in respect of 2nd year of participation = 100% penalty applied in respect of that action, with possible action ineligible for future payment and recoupment of monies paid.
<p>Tier 1 Priority access – Registered Organic farmer</p> <p>Where a participant is not a registered organic farmer for each year of the contract and has no other eligible Tier 1 Priority actions.</p>	<p>100% penalty on total ACRES payment for one year.</p>
<p>Scorecards</p> <p>*The date the first scorecard is submitted or partially submitted to/on GLAM is deemed to be the date the first scorecard is initiated. All scorecards for a participant must be submitted within 14 days of the date the first scorecard is initiated and before the deadline set by DAFM.</p> <p>Only scorecards submitted within 21 days of initiating the first scorecard or within 7 days of</p>	

<p>the deadline set out by DAFM will be eligible for payment in relevant year.</p> <p>**Invalid scorecards are those that are NOT submitted within seven days of the deadline set out by DAFM.</p> <p>Scorecards for Low Input Grassland (LIG), Low Input Peat Grassland (LIPG) and scorecards for CP parcels declared as rented or leased on a participant's 2022 BPS</p> <ul style="list-style-type: none"> i. All scorecards not fully submitted within 14 calendar days of initiating* the first scorecard. ii. Late submission of valid** scorecards within the deadline set out by the Department. <p>Scorecards for CP parcels declared as owned on a participant's 2022 BPS</p> <ul style="list-style-type: none"> i. All scorecards not fully submitted within 14 calendar days of initiating* the first scorecard. ii. Late submission of valid** scorecards within the deadline set out by the Department. 	<ul style="list-style-type: none"> i. 1% penalty will apply to all non-commonage results-based payments for each day late or part thereof up to a maximum of 7 calendar days. ii. 1% penalty will apply to all non-commonage results-based payments for each day late or part thereof up to a maximum of 7 calendar days. <p>If valid scorecards for LIG, LIPG and CP rented/leased results-based land are NOT submitted within 7 days of the deadline set by DAFM, the parcels will be deemed ineligible for payment in the current year and any future years of the ACRES contract. Any previous results-based payments made on these lands will be subject to recoupment.</p> <ul style="list-style-type: none"> i. 1% penalty will apply to all results-based payments for each day late or part thereof up to a maximum of 7 calendar days. ii. 1% penalty will apply to all results-based payments for each day late or part thereof up to a maximum of 7 calendar days. <p>If valid scorecards for owned CP land are NOT submitted within 7 days of the deadline set by DAFM, a 20% penalty will apply to <u>all</u> results-based payments for that year. These parcels remain in the ACRES contract. The 20% penalty will continue to be applied for each year the parcels are not scored and where a valid scorecard is not submitted in the allowed timeframe.</p>
<p>Record Sheets not kept as prescribed.</p>	<ul style="list-style-type: none"> • A 10% penalty on the total ACRES payment for the year of inspection.

Transfer of contract	
Transfer of ACRES contract without prior approval. Refer to section 14 in Scheme terms and conditions.	<ul style="list-style-type: none"> Where it is found that an ACRES contract is transferred without prior approval, review of continued participation in the scheme, with a possibility of termination of contract and recoupment of monies paid.
Entry to ACRES participant lands	
Refusal of entry onto ACRES participant lands, including commonage, for the purpose of any assessment, evaluation, monitoring, or verification, where that work is carried out by any person appointed by the Department, including outside agencies, or the ACRES CP Team.	<ul style="list-style-type: none"> Review of contract with no further payments issuing until entry has been facilitated at a time determined by the Department. Failure to allow such access may lead (except in cases of force majeure) to loss of payments and/or termination from the Scheme.

Note:

- Where a second breach for the same action occurs then the penalty amount may be doubled.
- The maximum annual penalty cannot exceed the maximum payment amount for the year.
- Any breaches of conditionality detected on inspection will be cross reported to the Direct Payments Unit of the Department and may lead to appropriate penalties on your ACRES, BISS and other applicable CAP Scheme payments.
- Where the participant notifies the Department, prior to Inspection or administrative check, of the full or partial withdrawal of an action, no payment for the withdrawn amount will be made and there will be a claw-back of monies paid in previous years in accordance with Article 7 of Commission Implementing Regulation (EU) No 2022/1173.