



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

# **DEPARTMENT OF AGRICULTURE, FOOD AND THE MARINE**

## **KNOWLEDGE TRANSFER DAIRY PROGRAMME TERMS AND CONDITIONS**





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## 1. General Outline and Legal Basis:

A suite of Knowledge Transfer measures is included in the new Rural Development Programme 2014-2020, and will include support for Knowledge Transfer Group across the Beef, Sheep, Dairy, Poultry, Tillage and Equine Sectors. These Terms and Conditions set out the eligibility criteria and general rules governing participation in the Knowledge Transfer Dairy Programme.

- 1.1. These are the administrative provisions for the implementation of the Knowledge Transfer Dairy Programme drawn up in accordance with Council Regulations (EC) No. 1305/2013 and Council Regulations (EC) No. 1306/2013.
- 1.2. This document constitutes the framework for the application of the detailed rules contained in Commission Regulations (EC) Nos. 807/2014, 808/2014 and 809/2014.

## 2. General Provisions:

- 2.1. The Knowledge Transfer Dairy Programme shall be administered by the Department of Agriculture, Food and the Marine (DAFM) and is delivered by a network of approved Knowledge Transfer Facilitators.
- 2.2. The Knowledge Transfer Dairy Programme is jointly funded by the European Union and the National Exchequer under Rural Development Programme 2014-2020.
- 2.3. The Knowledge Transfer Dairy Programme will come into operation as and from 1<sup>st</sup> June 2016. An application to join the Programme for a full three year contract will be accepted from 19<sup>th</sup> May 2016 up until 30<sup>th</sup> June 2016.

## 3. Definitions:

- 3.1. **"DEPARTMENT"** shall mean the Department of Agriculture, Food and the Marine, except where stated otherwise;
- 3.2. **"DAFM"** shall mean the Department of Agriculture, Food and the Marine, except where stated otherwise;
- 3.3. **"MINISTER"** shall mean the Minister for Agriculture, Food and the Marine;
- 3.4. **"FARMER"** shall mean an individual agricultural producer, whether a natural or legal person or a group of natural or legal persons, wherever legal status is granted the group and its members by National law, whose holding is within the State;
- 3.5. **"HOLDING"** shall mean all production units in the State managed by a producer and includes the total area of land whether in one or more parcels including building thereon, occupied by a farmer, whether owned, taken on lease, rented or otherwise held for the purpose of farming;
- 3.6. **"APPLICATION"** shall mean an application for a contract under the Knowledge Transfer Dairy Programme in accordance with the Terms & Conditions set out herein;
- 3.7. **"FACILITATOR"** shall mean a Department approved advisor who applies to operate Knowledge Transfer Groups under the Knowledge Transfer Programme.
- 3.8. **"PARTICIPANT"** shall mean a farmer who submits an application for the Knowledge Transfer Programme. A participant may submit a maximum of two such applications in relation to his/her holding;
- 3.9. **'KT'** shall mean Knowledge Transfer Programme.



- 3.10. **“AIM”** shall mean the Department’s Animal Identification and Movement system.
- 3.11. **“ICBF”** shall mean the Irish Cattle Breeding Federation.
- 3.12. **‘KNOWLEDGE TRANSFER GROUP’** shall mean a DAFM approved Knowledge Transfer Group comprising a DAFM approved Knowledge Transfer Facilitator and DAFM approved participants/nominees.
- 3.13. **‘GROUP’** shall mean a DAFM approved Knowledge Transfer Group comprising a DAFM approved Knowledge Transfer Facilitator and DAFM approved participants/nominees.
- 3.14. **‘PROGRAMME’** unless otherwise specified shall mean the Knowledge Transfer Programme.
- 3.15. **‘ONLINE KNOWLEDGE TRANSFER SYSTEM’** shall mean DAFM’s online system for Knowledge Transfer accessible at AgFood.ie on DAFM’s website. [www.agriculture.gov.ie](http://www.agriculture.gov.ie)
- 3.16. **‘RFP’** shall mean Registered Farm Partnerships.
- 3.17. **‘NOMINEE’** shall mean a nominated person representing the participant in the Knowledge Transfer Dairy Programme.
- 3.18. **‘AGRICULTURAL SECTOR’** shall mean the six sectors of the Knowledge Transfer Programme i.e. Beef, Dairy, Equine, Sheep, Tillage and Poultry.
- 3.19. **‘PRIMARY SECTOR’** shall mean the Knowledge Transfer Group in which the first chronological registration of a participant on the KT online system is recorded.
- 3.20. **‘SECONDARY SECTOR’** shall mean the Knowledge Transfer Group in which the second chronological registration of a participant on the Knowledge Transfer online system is recorded.
- 3.21. **‘CPD’** shall mean Continuous Professional Development.
- 3.22. **‘FORCE MAJEURE’** shall mean circumstances outside the farmers control which she/he could not have foreseen and which she/he, as a prudent farmer, took all reasonable precautions to avoid.
- 3.23. **‘RDP’** shall mean Rural Development Programme.
- 3.24. **‘BPS’** shall mean Basic Payment Scheme.
- 3.25. **‘CONFIDENTIAL INFORMATION’** shall mean:
- 3.25.1** Unless specified in writing to the contrary by the Participant all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the facilitation of Groups under the KT Programme or relating to the participant and any information supplied or made available to the KT Facilitator for the purposes of the KT Programme, and
- 3.25.2** Any and all information which has been derived or obtained from the information described in sub-paragraph 3.25.1.

#### 4. Objectives of the Knowledge Transfer Dairy Programme

The objectives of the Programme shall be to:

- Encourage efficiency and effectiveness of work
- Help farmers to deal with complex issues
- Build capacity of individuals in a group environment
- Ensure farmers engage in a process of continuous improvement
- Encourage innovation and new ideas
- Enhance the delivery of other related measures proposed under the RDP



## 5. Main topics of Knowledge Transfer Dairy Programme

The focus of the programme will be on the General Principles of Dairy Farm Management. The topics covered will include:

- Animal Health & Management
- Profitability & Financial Management
- Grassland Management Plan
- Farm Health & Safety
- Farm Progression
- CellCheck Farmer Workshop
- Carbon Navigator
- Breeding Plan

A schedule of Suggested Meeting Topics is provided in Appendix 1. However, the Knowledge Transfer Facilitator is not confined to such topics and may choose another topic relevant to the dairy sector.

## 6. Administration of the Knowledge Transfer Dairy Programme

- 6.1. The Programme is administered by DAFM and is delivered by a network of approved Knowledge Transfer Facilitators.
- 6.2. Calls for expressions of interest to act as Knowledge Transfer Facilitators may issue periodically throughout the lifetime of the Knowledge Transfer Programme. Participating Knowledge Transfer Facilitators require a minimum of NFQ Level 8 Agriculture Science Degree or equivalent, have Professional Indemnity Insurance and must be willing to undertake prescribed Continuous Professional Development Training as provided by the Department over the duration of the Programme.
- 6.3. DAFM will publish on its website [www.agriculture.gov.ie](http://www.agriculture.gov.ie) a list of approved Knowledge Transfer Facilitators.
- 6.4. Participants shall submit to a DAFM approved Knowledge Transfer Facilitator, an application to participate in a Knowledge Transfer Group Form (**KT1- Dairy**), undertaking to comply with the Terms & Conditions of the measure including the requirement in relation to attendance at meetings and completion of a Farm Improvement Plan.
- 6.5. The activities of each Knowledge Transfer Group shall be managed by a DAFM approved Knowledge Transfer Facilitator.
- 6.6. The Department reserves the right to add or revoke the approval of a Knowledge Transfer Facilitator from the Knowledge Transfer Dairy Programme and the DAFM list of approved Knowledge Transfer Facilitators (Appeal - Refer to paragraph 21).
- 6.7. The DAFM approved Knowledge Transfer Facilitator must be present at all of his/her group meetings including those delivered by others e.g. additional expertise etc.
- 6.8. Facilitators shall notify DAFM of the proposed composition of each Knowledge Transfer Group by 30<sup>th</sup> June 2016 using **the Department's dedicated online Knowledge Transfer System**.
- 6.9. The Department will carry out control checks, which include on-the-spot controls, to ensure compliance with the Terms and Conditions of the Knowledge Transfer Dairy Programme.



- 6.10. It shall be the responsibility of facilitators, participants and nominees to familiarise themselves with the Knowledge Transfer Dairy Programme's Terms & Conditions and any amendments thereto.
- 6.11. Where, for the purposes of obtaining payment under the Knowledge Transfer Dairy Programme to which these Terms and Conditions relate, the Knowledge Transfer Facilitator, participant or nominee knowingly makes a false or misleading statement or withholds essential information, his/her participation in any or all of the Knowledge Transfer Dairy Programme may be terminated and all or part of the aid paid in the relevant year shall be reimbursed by him/her to DAFM. This may also impact on payments in respect of other schemes/programmes in which the participant is partaking.
- 6.12. The Minister reserves the right to offset such amounts referred to in Paragraph 6.11 against other monies payable by the Department under EU-financed or co-financed Schemes to the participant in such cases.
- 6.13. The Minister also reserves the right to exclude such person(s) referred to in 6.11 above from further participation in any other Department programme for such period as shall be determined, but in any event not exceeding a period of 6 years (Appeal - Refer to paragraph 21).
- 6.14. Participants and nominees cannot transfer between Knowledge Transfer Groups for the duration of the Programme.
- 6.15. When the Knowledge Transfer Facilitator cannot complete the Knowledge Transfer Dairy Programme, in exceptional circumstances his/her group may be allowed to transfer to an alternative DAFM approved Knowledge Transfer Facilitator at the Departments discretion.

## **7. Application Process**

Expressions of Interest to act as a DAFM approved Knowledge Transfer Group Facilitator were accepted online until the 22<sup>nd</sup> May 2015. A second expression of interest was accepted until 25<sup>th</sup> March 2016, for Sheep, Tillage & Poultry. Periodic calls may issue throughout the Programme to facilitators who wish to express their interest in participating in the Knowledge Transfer Dairy Programme.

### **7.1. Registration of Groups**

- 7.1.1. Only DAFM approved Knowledge Transfer Facilitators may register Knowledge Transfer Groups.
- 7.1.2. DAFM approved Knowledge Transfer Facilitators' registered their Knowledge Transfer Groups on DAFM's online Knowledge Transfer system for the purposes of Ranking and Selection in accordance with the criteria set out at paragraph 7.2.1.
- 7.1.3. DAFM approved Knowledge Transfer Facilitators may register a maximum of **FIVE** groups in total across ALL Knowledge Transfer sectors i.e. Beef, Dairy, Equine, Poultry, Tillage and Sheep.
- 7.1.4. DAFM approved Knowledge Transfer Facilitators should indicate, on registration, the criteria which the group meet in order to establish credit for Ranking and Selection purposes.

### **7.2. Ranking, Selection and Approval**

- 7.2.1. Eligible groups registered by DAFM approved Knowledge Transfer Facilitators on the Department's online Knowledge Transfer System will be Ranked and Selected on the following criteria:
  - Educational qualification higher than NFQ Level 8 in a relevant discipline (20 points).



- Undertake to have additional expertise available at meeting(s). This includes qualified Agronomists, Accountants, Solicitors and Veterinary Practitioners (20 points).
  - Undertake to include a meeting on the subject of Farm Progression Planning (20 points).
  - Undertake that the group established will have greater than 20% new entrants (50 points).
- 7.2.2. Participants will be deemed to be new entrants where they have not been beneficiaries under the following Programmes:
- ***Dairy Efficiency Programme 2010 - 2012,***
  - ***Development Programme for Dairy 2013,***
  - ***Cash Plan 2014.***
- 7.2.3. In order to be considered for approval there is a minimum score under Ranking & Selection of 20 points. Knowledge Transfer Facilitators will be informed of any group(s) approved/not approved through this Ranking & Selection process.
- 7.2.4. The credit claimed on registration of the Knowledge Transfer Group under 7.1.4 for Ranking & Selection of a Group shall not be varied during the duration of the Programme.
- 7.2.5. Following the Ranking and Selection process all Knowledge Transfer Facilitators will be notified which of their Knowledge Transfer Group(s) have been approved by DAFM.
- 7.2.6. DAFM will then notify Knowledge Transfer Facilitators to record the details of participating farmers on the Online Knowledge Transfer System.
- 7.2.7. Failure to adhere to the commitments undertaken for the purpose of Ranking and Selection will result in a penalty as outlined in Appendix 5.

### **7.3. Registration of Group Participant/Nominee**

Knowledge Transfer Facilitators of successful group(s) are required by the 30<sup>th</sup> June 2016 to record participant/nominee details on the online Knowledge Transfer System. A signed application form (**KT1- Dairy**) for each participant/nominee shall be uploaded to the Online Knowledge Transfer system.

- 7.3.1. Each facilitator shall register on the Online Knowledge Transfer system all required details for participants/nominees for each of their DAFM approved Knowledge Transfer Group(s).
- 7.3.2. The closing date for registration of participants/nominees by the facilitator is the 30th June 2016. Registrations after this date shall be deemed invalid. A signed application form (**KT1- Dairy**) for each participant/nominee shall be uploaded to the Online Knowledge Transfer system.
- 7.3.3. No new participants/nominees may be registered for the Knowledge Transfer Group after 30th June 2016.
- 7.3.4. A Participant can participate in a maximum of two Knowledge Transfer Groups (to be in two different sectors) for the three year duration of the Programme.
- 7.3.5. Where a participant is registered more than once on the Online Knowledge Transfer System the first chronological registration shall be deemed the primary sector and the second registration will be deemed the secondary sector. All others registrations shall be deemed invalid.



- 7.3.6. Nominees can participate in a maximum of two Knowledge Transfer Groups for the three year duration of the Programme (see section 11).

## 8. Participant Eligibility Criteria

- 8.1. Participants must be aged eighteen years or over.
- 8.2. At the time of making the application, and for the duration of the programme, the participant must be the holder of an active herd number with Herd Owner Status. **Herd Keeper is not acceptable.**
- 8.3. The participant must be farming a holding in respect of which a valid Basic Payment Scheme (BPS) application is submitted, under the same herd number. This should be submitted to the Department on a yearly basis for each year of the Programme.
- 8.4. Knowledge Transfer Dairy participants shall apply for the Knowledge Transfer Dairy Programme using the herd number under which their Basic Payment Scheme application is made, with the exception of Registered Farm Partnership for whom the provision of paragraph 9 applies.
- 8.5. Knowledge Transfer Dairy Participants must be producing and delivering milk to a registered Milk Purchaser during the 2015 calendar year or commence producing and delivering milk to a registered Milk Purchaser from 01/01/2016, and for the duration of the programme.
- 8.6. A Knowledge Transfer Facilitator cannot be a participant in a Knowledge Transfer Group which they are facilitating.
- 8.7. **Where the application is made on behalf of a company or other legal entity, the application must be signed by the authorised officer of that company, and the official status of the signature (Director, Secretary etc.) must be stated.**
- 8.8. Participants admitted to the Programme must respect:
  - All relevant EU requirements and national legislation.
  - The conditions set out in this document.

## 9. Registered Farm Partnership (RFP).

Where participants are members of a Registered Farm Partnership (RFP) on 19<sup>th</sup> May 2016, the following must be adhered to:

- 9.1. Each application must be made under the Registered Farm Partnership number.
- 9.2. Members of a Registered Farm Partnership may apply as one entity for participation in the KT Programme in which instance one payment per sector will be due.
- 9.3. Members of a Registered Farm Partnership may apply separately, subject to the provision of Paragraphs 9.4 to 9.6, in which case separate payments will be due.
- 9.4. Each member of a Registered Farm partnership who fulfils the condition of bringing his/her own LPIS parcels to the partnership may apply.
- 9.5. Each applicant in cases outlined at 9.3 must complete a unique Farm Improvement Plan in respect of their individual holding and fulfil all requirements of participant outlined in this document in their own right.
- 9.6. Where more than one person in a Registered Farm Partnership is participating in the Dairy Programme they must be a member of the same Knowledge Transfer Dairy Group.



## **10. Facilitator Eligibility Criteria and Requirements**

- 10.1 Facilitators must hold a minimum of NFQ Level 8 qualification in Agricultural Science or an equivalent qualification.
- 10.2 Approved Knowledge Transfer Facilitators shall satisfy DAFM that they have a minimum level of €150,000 professional indemnity insurance.
- 10.3 Facilitators must participate in ongoing Continuous Professional Development (CPD) provided by DAFM under EU Regulation 1305/2013. Facilitators are required to undertake the CPD courses prescribed by DAFM and failure to do so will result in a penalty (see Appendix 5).
- 10.4 A facilitator must be a registered agent on the DAFM online system. They also must be linked to a registered agency on the Department's Online Knowledge Transfer System, [www.agfood.ie](http://www.agfood.ie).
- 10.5 Applications for approval as a facilitator will not be accepted from employees of the Department of Agriculture, Food and the Marine.

## **11. Nominee Eligibility Criteria and Requirements**

Participants at the time of application are permitted to nominate one individual to represent them in meeting the requirements of the Knowledge Transfer Dairy Programme, for the duration of the Programme.

- 11.1. Nominees must be aged 18 years or over.
- 11.2. Nominees must sign his/her name when attending meetings/Knowledge Transfer National Event.
- 11.3. Nominees can only be a representative for one participant under the Knowledge Transfer Programme.
- 11.4. Facilitators cannot be nominees in any Knowledge Transfer Group.
- 11.5. Nominees cannot be participants in any Knowledge Transfer Group.
- 11.6. It is the responsibility of the nominee to adhere to the Terms & Conditions of the Knowledge Transfer Dairy Programme.
- 11.7. If a nominee is unable to continue their participation in the Programme, under exceptional circumstances a replacement nominee may be accepted by the Department. The Facilitator must notify the DAFM immediately using the **KT1A** form.
- 11.8. Where no nominee is appointed at the commencement of the scheme it should be noted that a nominee cannot be added at a later date.

## **12. Knowledge Transfer Group Eligibility Criteria and Requirements**

- 12.1. Knowledge Transfer Groups must consist of a minimum of 12 members and a maximum of 18 members. Variations may be allowed in exceptional circumstances at the discretion of the Department and will be considered on receipt of an application from the DAFM approved Knowledge Transfer Facilitator on a case by case basis.
- 12.2. The DAFM approved Knowledge Transfer Facilitator must be present at all meetings including those delivered by others e.g. additional expertise etc.



- 12.3. Groups that benefitted under Ranking and Selection due to the inclusion of a minimum of 20% new entrants must maintain a minimum of 20% new entrants throughout the Programme. Variations to this may be allowed in exceptional circumstances but such arrangements are at the discretion of the Department and will be considered on application to DAFM for approval on a case by case basis.
- 12.4. Where Knowledge Transfer Groups benefitted under Ranking and Selection from a commitment to hold a dedicated meeting on Farm Progression, facilitators must hold a meeting on this topic. Failure to do so will result in penalties (See Appendix 5).
- 12.5. Where Knowledge Transfer Groups benefitted under Ranking and Selection from a commitment to hold a dedicated meeting in relation to Additional Expertise, facilitators must hold a meeting on this topic, failure to do so will result in penalties (See Appendix 5).
- 12.6. A dedicated Farm Health & Safety meeting must be held in year 1. This meeting shall address the topics identified in the the Facilitators' Farm Health and Safety Training provided by DAFM under Article 15 of EU Regulation 1305/2013 which relates to Continuous Professional Development.
- 12.7. Groups must hold a meeting with a Private Veterinary Practitioner in year 1 of the Knowledge Transfer Dairy Programme.
- 12.8. In the event of oversubscription to the Knowledge Transfer Dairy Programme, approval of groups will be awarded based on predetermined Ranking & Selection Criteria (see Paragraph 7.2).

### **13. Rates of Payment and Reimbursement**

- 13.1. In accordance with EU Regulation 1305/2013 the facilitator is the payment beneficiary under the Knowledge Transfer Dairy Programme.
- 13.2. The facilitator is responsible for reimbursing the participant in respect of the Knowledge Transfer Dairy Programme.
- 13.3. The facilitator shall, on request, provide the DAFM with details of his/her nominated bank account into which such reimbursement shall be paid.
- 13.4. For each year of the programme, the reimbursement shall be €750 per participant in respect of his/her primary sector where all the Terms & Conditions of the Knowledge Transfer Dairy Programme have been met and without prejudice to Appendix 5 in relation to reimbursement.
- 13.5. For each year of the programme, the reimbursement shall be €375 per participant in respect of his/her secondary sector where all the Terms & Conditions of the Knowledge Transfer Dairy Programme have been met and without prejudice to Appendix 5 in relation to reimbursement.
- 13.6. For each year of the programme, the facilitator payment in respect of primary sector participation in the Knowledge Transfer Dairy Programme shall be €500 per participant where all the Terms & Conditions of the Programme have been met and without prejudice to Appendix 5 in relation to Penalties.
- 13.7. For each year of the programme, the facilitator payment in respect of secondary sector participation in the Knowledge Transfer Dairy Programme shall be €250 per participant where all the Terms & Conditions of the Programme have been met and without prejudice to Appendix 5 in relation to Penalties.



- 13.8. DAFM shall notify facilitators of compliance of participants with the Knowledge Transfer Dairy Programme Terms & Conditions and the level of reimbursement to be paid. This information will be specific to the reimbursement due, and penalty under the programme if applicable.
- 13.9. Facilitators shall reimburse the Knowledge Transfer participant within **TWENTY- FIVE working days** of issue of payment from DAFM. Failure to do so will result in penalties as outlined in Appendix 5.
- 13.10. Payment to Knowledge Transfer Group Facilitators shall issue **AFTER** DAFM has received confirmation of payment to his/her Knowledge Transfer Group(s) participants via the Knowledge Transfer Proof of Payment Form **KT3** without prejudice to Appendix 5 in relation to penalties.
- 13.11. The Department shall not be responsible where a participant does not qualify for payment due to the facilitator, participant or nominee not adhering to the Terms & Conditions of the Knowledge Transfer Dairy Programme. The onus is on the facilitator, participant and nominee to be aware of and adhere to the Terms and Conditions of the Knowledge Transfer Dairy Programme. (Appeals see Paragraph 21).
- 13.12. Nominees are not eligible for payment under the Knowledge Transfer Dairy Programme.

## Knowledge Transfer Dairy Programme Content

### 14. Knowledge Transfer Dairy Programme Meetings

- 14.1. DAFM approved facilitators shall hold a minimum of **FIVE** meetings per Knowledge Transfer Group per year up to a maximum of **TEN** meetings. The Facilitator shall hold an adequate number of meetings to ensure all participants of the KT Group meet their commitment under the Programme.
- 14.2. The five meetings shall be held between:
- Year 1: 1<sup>st</sup> June 2016 and 31<sup>st</sup> May 2017 (extended to 31<sup>st</sup> July 2017)
  - Year 2: 1<sup>st</sup> August 2017 and 31<sup>st</sup> July 2018 (amended)
  - Year 3: 1<sup>st</sup> August 2018 and 31<sup>st</sup> July 2019 (amended)
- 14.3. The facilitator shall be present at all meetings of their Knowledge Transfer Group(s) including those delivered by others e.g. additional expertise etc.
- 14.4. Participants/nominees in the Knowledge Transfer Dairy Programme shall be required for each year of the Programme to attend a minimum of :
- FIVE Knowledge Transfer Group meetings **OR**
  - FOUR meetings and one DAFM approved National Event/Cell Check Workshop (Year 1 & Year 2 only) **OR**
  - THREE meetings and one DAFM approved National Event and one Cell Check Workshop (Year 1 & Year 2 only) **OR**
  - THREE meetings and two DAFM approved National Events (Year 2 & Year 3 only)
- 14.5. Where participants have completed a CellCheck workshop from 1<sup>st</sup> January 2015 until 30<sup>th</sup> June 2016 a CellCheck workshop will not need to be completed. **Please note this will not count as a meeting for Knowledge Transfer programme.**



- 14.6. Participants who have not completed a CellCheck workshop from 1<sup>st</sup> January, 2015 until 30<sup>th</sup> June, 2016 must complete such a workshop in Year 1 or Year 2 of the Knowledge Transfer Programme.
- 14.7. Where participants complete a CellCheck workshop between 1<sup>st</sup> July 2016 and 31<sup>st</sup> December 2017 (extended to 31<sup>st</sup> January 2018) the attendance at the workshop will be credited as a meeting attendance in year 1 **OR** year 2.
- 14.8. Facilitators shall notify using the online Knowledge Transfer System at least **FIVE working days** in advance of the proposed date of each group meeting. **Only** meetings notified in this way shall count as satisfying the requirements of the Knowledge Transfer Dairy Programme. Notification can only be made using the online Knowledge Transfer System.
- 14.9. Amendments can **only** be made using the online Knowledge Transfer System. Amendments can be made to the **date, time and/or venue/location** (but not retrospectively) of a meeting up to **THREE working days** in advance of the meeting.
- 14.10. Meetings can be cancelled up to **5 hours** prior to the scheduled commencement time of the meeting using the online Knowledge Transfer System.
- 14.11. A Group Attendance Record Sheet must be uploaded to the Department online system **within 5 working days** after the meeting has taken place and in order to finalise/close the meeting. The online Knowledge Transfer System must also be updated to record the attendees at the meeting and identify if the participant or nominee attended the meeting. Late return will incur a penalty as set out in Appendix 5.
- 14.12. The Department reserve the right to refuse to approve proposed meeting arrangements.
- 14.13. All Knowledge Transfer Group meetings shall be of at least **TWO HOURS** duration and cover topics pertinent to the Knowledge Transfer Dairy Programme. A schedule of suggested topics is provided in Appendix 1.
- 14.14. The participant/nominee must stay for the duration of the meeting to attain credit for attendance.
- 14.15. There shall be a minimum of **FIFTEEN working days** between each Knowledge Transfer Group meeting. This is counted on 24 hour basis from the scheduled finish time of the preceding meeting e.g. last meeting finished 1<sup>st</sup> November @ 6:00pm therefore next meeting cannot be scheduled until on or after 6:01pm on the 22<sup>nd</sup> November.
- 14.16. Participants/nominees shall sign (his/her own name) on an attendance sheet (**Form KT2**) at the start of each meeting as proof of their attendance at the required number of meetings during the Programme year i.e. nominees shall sign their own name and not that of the participant.
- 14.17. The facilitator shall ensure that the attendance sheet is accurate and that all attending participants/nominees have signed their name.
- 14.18. The associated attendance record must be held by the facilitator for the duration of the Knowledge Transfer Dairy Programme and made available for control purposes to Department staff on request up to **EIGHTEEN months** following the end of the Programme.
- 14.19. A **minimum of 60%** of the total membership of a group is required at a group meeting for it to be deemed valid under the Knowledge Transfer Dairy Programme as follows:
  - a. **Year 1 – Meetings 1-5**
  - b. **Year 2 & 3 – Meetings 1 -3 (See Appendix 3)**



- 14.20. A **minimum of 20%** of the total membership of the group (or **min. 3 participants**) is required at a group meeting for it to be deemed valid under Knowledge Transfer Dairy Programme for **Meetings 4-10 in years 2 & 3** of the programme (see Appendix 3)
- 14.21. Meetings that shall have additional expertise available as recorded for Ranking and Selection purposes must be recorded as such when applying for the meeting using the online Knowledge Transfer System. **Only** meetings notified in this way shall count as satisfying the requirements of the Knowledge Transfer Dairy Programme. The facilitator must be in attendance at these meeting. **One** such meeting is required over the duration of the Programme to satisfy this requirement under Ranking and Selection.
- 14.22. DAFM Approved Knowledge Transfer Facilitators cannot act as additional expertise for their own group(s) for the purpose of satisfying the requirement to provide additional expertise as recorded for Ranking and Selection purposes.
- 14.23. Where additional expertise is used for which credit was claimed under Ranking & Selection the person who provided the additional expertise shall sign the relevant attendance sheet in order for the facilitator to gain the relevant credit for the meeting. The facilitator must also be in attendance at this meeting.
- 14.24. A Facilitator cannot act as additional expertise in the group they are participating in or a group(s) he/she is acting as facilitator for.
- 14.25. Meetings on the topic of Farm Progression Planning as recorded for Ranking and Selection purposes must be recorded as such when notifying the meeting using the online Knowledge Transfer System. **Only** meetings notified in this way shall count as satisfying the requirements of the Knowledge Transfer Dairy Programme. The facilitator must be in attendance at this meeting. **One** such meeting is required over the duration of the Programme to satisfy this requirement under Ranking and Selection.
- 14.26. Mandatory meetings on the topic of Farm Health and Safety must be held in year 1 and recorded as such when applying for the meeting using the online Knowledge Transfer System. **Only** meetings notified in this way shall count as satisfying the requirements of the Knowledge Transfer Dairy Programme. This must be held prior to completing the relevant section of the Farm Improvement Plan. The facilitator must be in attendance at this meeting.
- 14.27. Mandatory meetings involving a Knowledge Transfer approved Private Veterinary Practitioner must be held in year 1 and recorded as such when applying for the meeting using the online Knowledge Transfer System. **Only** meetings notified in this way shall count as satisfying the requirements of the Knowledge Transfer Programme. This must be held prior to completing the relevant section of the Farm Improvement Plan. The facilitator must be in attendance at this meeting.
- 14.28. Participants and/or nominees shall not get credit under the Knowledge Transfer Dairy Programme for attending more than one meeting and/or National Event on the same date.
- 14.29. No credit will be given for attendance at meetings/National Event unless the meeting attendance sheet was signed by the participant/nominee.
- 14.30. The maximum number of meetings a Knowledge Transfer Facilitator may hold is **TWO meetings** on one day. This must be for two different groups and there must be sufficient time allowed between meetings for travel and preparation.
- 14.31. Credit will only be given to participants for attending their own group meeting.
- 14.32. No meetings are permitted on Weekends or Public Holidays.



- 14.33. Knowledge Transfer combined/joint meetings are prohibited.
- 14.34. Knowledge Transfer Group meetings cannot be held outside the State.
- 14.35. Knowledge Transfer Group meetings cannot commence prior to 9am or after 8pm.

## 15. Knowledge Transfer Dairy Programme National Events

Approval for a Knowledge Transfer National Event will be at the discretion of the DAFM, subject to the information provided at time of application by the applicant.

- 15.1. Applications for DAFM approval of a proposed National Event shall be submitted to [KTEvents@agriculture.gov.ie](mailto:KTEvents@agriculture.gov.ie) at least **20 working days** prior to the date of the proposed National Event. A list of qualifying National Events will be published on the DAFM website.
- 15.2. When participants/nominees are registering attendance at a National Event he/she must sign (his/her own name) during the registration process. **The sign in to register attendance for the purpose of Knowledge Transfer Dairy Programme will be a separate sign in process to the registration for the National Event itself.**
- 15.3. Each listed National Event will have a registration period, specified by the Department when approving the National Event, during which the participant/nominee must register his/her attendance with DAFM Knowledge Transfer staff at the National Event.
- 15.4. Once the registration period has expired no additional registration will be accepted by DAFM officials.
- 15.5. For events approved for more than on KT sector, participants can register their attendance for credit in on KT Sector **Only**. This must be selected on the day by ticking the relevant sector on the registration form. Attendance is not transferrable to any other sector.
- 15.6. No credit will be given for attendance at National Event unless recorded officially by designated DAFM staff during designated time slots. Notification of such time slots will be published on the DAFM's website [www.agriculture.gov.ie](http://www.agriculture.gov.ie).
- 15.7. **DAFM may require participants/nominees to provide proof of identity at such National Events.**
- 15.8. No National Event is permitted at Weekends or Public Holidays.
- 15.9. A National Event cannot commence prior to 9am or after 8pm.
- 15.10. A National Event cannot be held outside of the State.

## 16. Knowledge Transfer Dairy Programme Farm Improvement Plan (FIP)

- 16.1. Each participant/nominee shall complete a Farm Improvement Plan with his/her DAFM approved Knowledge Transfer Facilitator. In the case of partnerships, each partner who is an accepted participant in the Programme must complete a unique Farm Improvement Plan in respect of his/her holding/enterprise.
- 16.2. The Knowledge Transfer Facilitator shall record for each of the Knowledge Transfer Dairy Group participant/nominees, completion of the required elements of the Farm Improvement Plan. This shall be recorded on the online Knowledge Transfer System.
- 16.3. **Please note in order to complete the Farm Improvement Plan, an applicant must be registered on the ICBF Herd Plus Service (Refer to paragraph 27.2 Part B).**



## **The Farm Improvement Plan shall consist of the following:**

### **E-Profit Monitor:**

E-Profit Monitor must be completed in year 1 of the Knowledge Transfer Dairy Programme and updated on an annual basis thereafter. Participants/nominees must complete a Teagasc E-Profit Monitor for the previous production year relating to the participants own farm, as verified by the facilitator (Refer to paragraph 27.2 Part B).

### **Breeding Plan:**

Participants/nominees must complete an ICBF Breeding Plan in Year 1 and update on an annual basis thereafter (Refer to paragraph 27.2 Part B).

### **Animal Health Measures:**

Participants/nominees must complete the Animal Health Measure with a DAFM approved Knowledge Transfer Private Veterinary Practitioner in Year 1 and update on an annual basis thereafter.

### **CellCheck workshop:**

If the Animal Health Ireland CellCheck workshop has not been completed between 1<sup>st</sup> January 2015 and 30<sup>th</sup> June 2016 it must be completed in first 18 months of the programme which is between 1<sup>st</sup> July 2016 and 31<sup>st</sup> December 2017 (Refer to paragraph 27.2 Part B).

### **Grassland Management Plan:**

Participants/nominees must complete Grassland Management Plan on Teagasc Pasturebase System in year 1 and update on an annual basis thereafter (Refer to paragraph 27.2 Part B).

### **Carbon Navigator:**

Participants/nominees must complete the Bord Bia Carbon Navigator in year 1 and updated an annual basis thereafter (Refer to paragraph 27.2 Part B).

### **Farm Health and Safety:**

Participants/nominees must complete the Farm Health and Safety requirements with their Knowledge Transfer Facilitator in Year 1 and update annually thereafter. This does not replace the participant's statutory obligations in relation to Farm Health & Safety. The applicant accepts all responsibility for completing his Farm Safety Statement and any other tasks associated with his Farm Safety Statement and indemnifies the Minister against all proceedings, actions, charges, claims, damages, liabilities, penalties, suits, judgments, costs (including reasonable legal costs), fees or expenses in respect of any injury to, or the death of any person whosoever, on his premises and also indemnifies the Department against any errors or omissions in his Farm Safety Statement or any document associated with his Farm Safety Statement.

**Where the requirements of the Farm Improvement Plan (Appendix 4) are not fulfilled in the required year, penalties may apply (Appendix 5).**



## **17. Force Majeure**

17.1. Participation is non-transferable except in the case of:

- Death of the farmer;
- Long term professional incapacity of the farmer;
- A severe natural disaster gravely affecting the holding's agricultural land;
- The accidental destruction of livestock buildings on the holding;
- An epizootic disease affecting all or part of the farmers' livestock.

**The Department may consider any other exceptional circumstance, not covered in the above, as constituting Force Majeure.**

## **18. Monitoring and Evaluation**

Monitoring and evaluation of the Knowledge Transfer shall be carried out in line with the provisions of Commission Regulations (EC) no. 807 of 2014, 808 of 2014 and 809 of 2014. Knowledge Transfer Facilitators and participant shall provide feedback as deemed necessary by DAFM in this regard.

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

- 19.1. All applications for reimbursement and payment claims will be subject to administrative checks, and any other controls deemed necessary, before reimbursement or payments are made under the Knowledge Transfer Dairy Programme. Participants/nominees and facilitators shall facilitate such administrative and on the spot checks as the Department deems necessary. Applications will be crosschecked with records held by the Department.
- 19.2. On-the-spot Inspections will be carried out to ensure compliance with the Terms & Conditions of the Knowledge Transfer Dairy Programme. Group meetings and facilitator inspections shall be selected on the basis of risk analysis and supplemented with a random selection.
- 19.3. No reimbursement or payment shall be made in favour of facilitators or participants where it is established by the Department that the conditions for payment were artificially created.
- 19.4. No reimbursement or payment shall be made in favour of facilitators or participants where it is established that they failed to comply with checks (as specified in 19.1).

## **20. Knowledge Transfer Dairy Programme Reduced Reimbursement and Penalties**

- 20.1. The onus is on the facilitator, participant and nominee to be aware of and adhere to the Terms and Conditions of the Knowledge Transfer Dairy Programme.
- 20.2. Failure to comply with the Terms and Conditions will result in an appropriate reduced reimbursement or penalty being applied.
- 20.3. Reimbursements and Penalties will apply to certain specific breaches of the Programme and are set out in Appendix 5.



- 20.4. Monetary reimbursements and payments may include interest payable at the rate provided for under Statutory Instrument Number 13 of 2016. Interest will be calculated for the period elapsing between the notification of the repayment obligation to the farmer, and either repayment or deduction.
- 20.5. Penalty amounts may be deducted from future payments due to the beneficiary under other EU-financed or co-financed Schemes.
- 20.6. Where monetary penalties are not paid or recovered within the period requested, the Department may take whatever action is deemed necessary for their recovery.
- 20.7. Intentional and serious breaches of the Programme conditions may result in non-payment for the year in question or in the termination of participation and/or exclusion from the Programme for a period commensurate with the seriousness of the breach. DAFM will be entitled to and will seek a full refund of monies already paid to such a facilitator/participant in such instances.
- 20.8. A penalty of 100% on one or more of the scheme requirements means that there will be no reimbursement and/or payment for those actions in that particular year. The participant may continue in the Knowledge Transfer Dairy Programme and will be paid for the remaining contract years subject to verification of meeting the Programme criteria in full for the appropriate year(s).
- 20.9. Where it is established that conditions were created to maximise or draw down reimbursement and/or payment under the Programme the contract will be terminated and all monies paid shall be reimbursed.
- 20.10. The penalties set out in the Schedule are the minimum sanctions that will be applied. In all cases the Department reserves the right to review files to establish whether or not a breach of the Programme conditions has occurred which may lead to a sanction or the termination of the contract and reimbursement of all aid.
- 20.11. As required by EU Regulations Knowledge Transfer will be the subject of a control regime that will include both on the spot inspections and administrative checks. DAFM is also required to introduce a proportionate penalty regime covering all elements of the Knowledge Transfer Programme.
- 20.12. Participating farmers are required to attend a minimum of five Knowledge Transfer meetings/approved National Events annually as outlined in paragraph 14.4 of the Terms & conditions of the Knowledge Transfer Dairy Programme and also to prepare a Farm Improvement Plan and update of same in years 2 and 3. Failure to comply with some or all of the required components of the Programme will result in reduced reimbursement and/or penalties being applied. See Appendix 5.
- 20.13. A valid meeting will be a meeting that adheres to Paragraph 14 of the Terms & Conditions of the Knowledge Transfer Dairy Programme.
- 20.14. A valid National Event is a National Event that adheres to Paragraph 15 of the Terms & Conditions of the Knowledge Transfer Dairy Programme.
- 20.15. A valid Farm Improvement Plan will be one that adheres to Paragraph 16 of the Terms & Conditions of the Knowledge Transfer Dairy Programme.
- 20.16. Failure to comply with the Programmes Terms & Conditions may result in removal from the Programme for a period of up to 3 years and/or removal from the DAFM approved list of Knowledge Transfer Facilitators.



## **21. Appeals**

In cases of revocation of approval of facilitators or where reduced reimbursement and/or penalties are applied or where payment is withheld, Knowledge Transfer Facilitators and participants will be given ten working days after formal notification in which to appeal in writing to the Department via email [KTappeals@agriculture.gov.ie](mailto:KTappeals@agriculture.gov.ie) outlining the reason why it is considered any reduced reimbursement and/or penalty imposed should not be applied. Any relevant documentary evidence in support of such appeal should be submitted for review also. Internal appeals will be conducted by a DAFM Officer (at a more senior level). The facilitator will be informed in writing of the outcome of the appeal, and informed of the right of external appeal. External appeals will be undertaken by the Agriculture Appeals Office (since May 2018).

## **22. Right of Entry**

- 22.1. The Minister reserves the right to carry out inspections at reasonable times of any premises, equipment, and records of facilitators and participants/nominees. On the spot checks may be carried out up to and including 18 months following completion of the contract.
- 22.2. In submitting the Knowledge Transfer Dairy Programme application, participants/nominees and facilitators agree to permit officials or agents of the Department to carry out inspections, with or without prior notice at any reasonable time(s) and without prejudice to public liability.
- 22.3. Every on-the-spot inspection will be the subject of a report. The facilitator/participant/nominee or his/her representative if present will be given an opportunity to sign the report indicating his/her presence at the inspection and to add his/her observations if he/she so wishes. Signing this document does not imply that the facilitator/participant/nominee or his/her agent accepts the findings of that inspection.

## **23. Responsibility of the Knowledge Transfer Participant/Nominee**

- 23.1. It shall be the responsibility of the participant/nominee to familiarise his/herself with the Knowledge Transfer Dairy Programme's Terms and Conditions and any amendments thereof and with the consequence for breaches of the Knowledge Transfer Dairy Programme Terms & Conditions.
- 23.2. The approval or payment of aid under the Knowledge Transfer Dairy Programme does not imply the acceptance by the Minister of any responsibility as regards the obligations undertaken by the participant/nominee.
- 23.3. Knowledge Transfer Dairy participants/nominees must notify the facilitator immediately of any change to the herd ownership or change of nominee.
- 23.4. The Minister shall not be liable for any injury, loss or damage to participants, nominees, facilitators or any third party arising out of participation in this programme.

## **24. Responsibility of the Knowledge Transfer Facilitator**

- 24.1. It shall be the responsibility of the facilitator to familiarise his/herself with the Knowledge Transfer Dairy Programme's Terms and Conditions and any amendments thereof and with



the consequence for breaches of the Knowledge Transfer Dairy Programme Terms & Conditions.

- 24.2. The approval of reimbursement or payment of aid under the Knowledge Transfer Dairy Programme does not imply the acceptance by the Minister of any responsibility as regards the obligations undertaken by the participant/nominee.
- 24.3. The Knowledge Transfer Dairy Facilitator must notify DAFM **immediately in writing** of any change of herd ownership or change of nominee which has been notified to him/her by the participant/nominee. This should be accompanied by a revised **KT1** form for processing.
- 24.4. The Knowledge Transfer Dairy Facilitator must notify DAFM immediately in writing of any change to their circumstances which effect the operation of the group(s).
- 24.5. The facilitator shall indemnify the Minister for and in respect of all and any claims arising directly as a result of negligence, breach of contract, breach of duty, insolvency, recklessness, bad faith, wilful default or fraud by the facilitator. The Minister shall not be liable for any injury, loss or damage to participants, nominees, facilitators or any third party arising out of participation in this programme.
- 24.6. The KT Facilitator undertakes to treat all information as confidential and to comply with all directions of DAFM with regard to the use and application of all and any Confidential Information.
- 24.7. It shall be the responsibility of the facilitator to co-ordinate with Animal Health Ireland for the organisation of the CellCheck workshop for their group participants (where applicable).

## 25. Transfer of Holding

Where the holding is transferred with exception to details outlined in Paragraph 17, the participant is deemed to have withdrawn from the Programme.

## 26. Collection of Outstanding Debts

Any outstanding debts due to the Department in respect of payments under Rural Development Programmes will be subject to interest charges in accordance with the provisions of the SI No 13 of 2006, European Communities (Recovery of Amounts) (Amendment) Regulations, 2006. Such debts may be recovered from future payments due if not already refunded in full by the participant and facilitator.

## 27. Data Protection

### 27.1. Part A:

#### Information Applicable to all Department of Agriculture, Food and the Marine Customers:

1. The Department of Agriculture, Food and the Marine is fully committed to keeping all personal data submitted by its customers, fully safe and secure during administrative processes. All necessary technical measures have been put in place to ensure the safety and security of the systems which hold this data. Department staff are also considered as customers of the Department from a Data Protection perspective and may exercise their data protection rights in the same way.



2. Transparency and openness in the use of personal data held is important to the Department and therefore we aim to fully inform all our customers about the purpose(s) for which their data will be used and why, where it may be shared elsewhere and why and how long their data may be held by the Department. Information on the rights of the customers will also be provided.
3. The current legislation for Data Protection in Ireland is the General Data Protection Regulations (EU 2016/679) will come into effect on 25 May 2018. Previous legislation governing Data Protection in Ireland was the Data Protection Act 1998 as amended by the 2003 Data Protection Act.
4. The Data Controller for the collection and processing of all personal data in the Department of Agriculture, Food and the Marine is the Department itself, as a legal entity.
5. The Data Protection Officer can be contacted as follows:  
Data Protection Officer  
Data Protection Unit, Corporate Affairs,  
Department of Agriculture, Food and the Marine  
Grattan Business Park, Dublin Road,  
Portlaoise, Co Laois.
6. Personal data processed by the Department will only be used for the specific purpose (s) as outlined when the data is collected, or in later communications, and will only be used in accordance with the Data Protection legislation in force.
7. Rights of the individual in relation to personal data held by the Department:  
When you, as a customer, provide personal data to the Department you have certain rights available to you in relation to that data. These rights are outlined below and can be exercised by contacting the Data Protection Officer, as detailed above, indicating which right(s) you wish to exercise:

Currently our customers have the following rights (up to 24 May 2018):

- access to their data
- rectification of their data
- erasure of their data
- right to lodge a complaint with the Supervisory Authority

From 25 May 2018 onwards all Department customers will also have the following additional rights:

- restriction of processing
- data portability



- objection to processing
- withdraw consent if they previously gave it in relation to processing of their personal data
- relating to automated decision making, including profiling.

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

**The following data is specific information in relation to the personal data processed for the submission of an application under the Knowledge Transfer Programme.**

1. Specified purpose:  
The personal data sought from the data subject is required for the purpose of making an application under the Knowledge Transfer Programme. Failure to provide all the personal data required to facilitate the processing of the application, including data testing, under the Programme will result in DAFM being unable to process the application.
2. Legal basis:  
The Knowledge Transfer Programme is implemented pursuant to EU Regulation 1305/2013 and is operated by DAFM. Other related Programmes have their own legal basis, as outlined under their own Terms and Conditions.
3. Recipients:  
Information provided as part of the Knowledge Transfer Programme may be shared, for the purposes of verification and validation of eligibility and completion of Programme requirements, with other divisions within the Department and designated bodies outside of the Department in association with the Knowledge Transfer Programme.

In submitting your KT application (Form KT1), you accept that all the information supplied in the course of your participation in the KT Programme shall be made available to any other Government Department or Agency of a Government Department or Local Authority or third party contractor or organisation listed below for the purpose of Audits, 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, as appropriate, in accordance with the requirements of the Data Protection Acts 1988 and 2003 and the Freedom of Information Act 2014.

- Animal Health Ireland
- ICBF
- Bord Bia
- Teagasc
- Kingswood Computing Ltd
- Sheep Ireland
- Horse Sport Ireland

Information will be shared with other Department areas or third party contractor for the purposes of monitoring and evaluating CAP as per the regulations (Article 110 of EU Reg 1306/2013)



The Department is also obliged by law to provide information concerning participants in response to requests received from the Office of the Revenue Commissioners and An Garda Síochana, in accordance with Section 8 of the Data Protection Acts 1988 and 2003.

If approved into the Knowledge Transfer Programme the participant must agree, if requested by the Department or relevant agents acting on its behalf, to supply data in relation to his/her participation to the Programme, and facilitate on-farm inspections/assessments, where required for the purpose of assessment, verification, evaluation or research purposes as provided for under the regulations (EU Reg 1306/2013).

4. Transferred outside the EU:  
Information provided in support of an application under the Knowledge Transfer Programme is not currently transmitted outside of the EU.
5. Retention Period:

#### **Data held by Group Facilitator**

The data submitted in support of participation in the Knowledge Transfer Programme by the data subject via their group facilitator will be retained by KT approved group facilitators for 18 months after the end of the programme (31<sup>st</sup> July 2018) in order to facilitate quality inspections/audits after the conclusion of the 3 year Programme 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. A certificate of destruction will be required from each group facilitator in this regard.

#### **Data Held by DAFM**

The data submitted in support of participation in the Knowledge Transfer Programme by the data subject (Participant Farmer) via their group facilitator will be retained by DAFM only as long as there is a business need to do so in line with the purposes for which it was collected. After this time, it will be marked for destruction and will be destroyed in line with internal guidelines or guidelines for destruction received from the National Archives Office or associated permissions received from them.

6. Data provision being statutory or contractual obligation:  
The data provided for this purpose is being requested under the requirements of EU Regulation 1306/2013 and if the customer chooses not to provide this information their application to and participation in the Knowledge Transfer Programme cannot proceed.
7. Automated Decision Making:  
Personal data provided in the submission of an application under the Knowledge Transfer Programme will be processed automatically for the purpose of the efficient running of the Programme, and the timely payment of participants.

Automated decision making will also be used for the purposes of selecting participants for inspection in accordance with the regulations (EU Regulations 1305/2013, 1306/2013 & 809/2014).

8. Information from Third Party:  
In processing payments for a participant under the Knowledge Transfer Programme DAFM may use data received from an external source which is required for the purpose of



processing, assessment or verification of the application and/or eligibility under the Programme.

- Animal Health Ireland
  - Bord Bia
  - ICBF
  - Teagasc
  - Health & Safety Authority
9. In accordance with EU Regulation 1306/2013, the Department is obliged to ensure annual ex-post publication of all of the beneficiaries of CAP funding, both legal and non-legal persons. In accordance with this Regulation the Department must, by 31 May each year, publish the following data:
- The name of the beneficiary (unless the amount of payment under CAP funds is less than €1,250, in which case the individual will be identified by a code)
  - The municipality where the beneficiary is resident
  - The amount of payment corresponding to each measure received by a beneficiary, and
  - The nature and description of each measure

The rights of data subjects and how they may be exercised, in this respect, are laid down in the Data Protection Acts, 1988 and 2003.

The data contained in this publication may be processed by auditing and investigating bodies of the Communities and the Member States for the purposes of safeguarding the Communities' financial interests. The data therein cannot be used for direct marketing or other purposes and this will be made clear on the website.

10. Technical information on data collected:
- Technical information on the cookies used on our Department's website is available at the following link: <https://www.agriculture.gov.ie/legalnotices/privacy/>

## **28. Further Conditions**

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

## **29. Interpretation**

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



### Schedule of Suggested Meeting Topics

A list of suggested meeting topics is provided in Appendix 1. However, the Knowledge Transfer Facilitator is not confined to such topics and may choose another topic relevant to the dairy sector.

- Sustainable Dairy Assurance Scheme.
- Financial management and analysis of the farm business- profit monitor results, cashflow budget.
- Group Plans & Objectives for year.
- Dry cow nutrition.
- Performance of all stock indoors.
- Bio-security & calving facilities.
- Nutrient planning for farm, soil analysis, planning slurry and fertiliser applications on grazing and silage ground.
- Using the findings of the Agricultural Catchments Programme to enhance water protection on your farm.
- Managing disease risks around calving, data recording at calving for ICBF.
- Calf Rearing.
- Spring rotation planner, grass measuring and budgeting.
- Grassland management, grazing management, summer grass wedge, nutrient application, silage.
- Milk Quality.
- Breeding season management.
- Replacement heifer management.
- Farm Safety.
- Managing grass supply, autumn grazing planner, soil sampling, reseeding.
- Winter Feed Budget.
- Herd Health.
- Grassland; preparing for closing, & housing plan.
- Drying off cows.



- Winter feeding management for all stock types to maximise performance.
- Bio-security & Herd Health.
- Profit monitor & review performance of year with group members.
- Anti-microbial resistance.
- Compliance with the Campaign for Responsible Rodenticide Use (CRRU) Code in daily farming activities.

DAFM-KT-T&C-D



**Number of New entrants required for a valid group**

<b>Group Size</b>	<b>Number of participants required for 20% new members</b>
<b>8*</b>	<b>1</b>
<b>9*</b>	<b>1</b>
<b>10*</b>	<b>2</b>
<b>11*</b>	<b>2</b>
<b>12</b>	<b>2</b>
<b>13</b>	<b>2</b>
<b>14</b>	<b>2</b>
<b>15</b>	<b>3</b>
<b>16</b>	<b>3</b>
<b>17</b>	<b>3</b>
<b>18</b>	<b>3</b>
<b>19*</b>	<b>3</b>
<b>20*</b>	<b>4</b>
<b>21*</b>	<b>4</b>
<b>22*</b>	<b>4</b>
<b>23*</b>	<b>4</b>

\* Knowledge Transfer Groups must consist of a minimum of 12 members and a maximum of 18 members. Variations may be allowed in exceptional circumstances at the discretion of the Department and will be considered on receipt of an application from the DAFM approved Knowledge Transfer Facilitator on a case by case basis.



**Number of participants (60%) required to host a valid meeting****Meetings 1-5 for year 1 – Meetings 1-3 Only for year 2 and year 3**

<b>Group Size</b>	<b>Number of participants required for 60% attendance at meetings</b>
<b>8*</b>	<b>4</b>
<b>9*</b>	<b>5</b>
<b>10*</b>	<b>6</b>
<b>11*</b>	<b>6</b>
<b>12</b>	<b>7</b>
<b>13</b>	<b>7</b>
<b>14</b>	<b>8</b>
<b>15</b>	<b>9</b>
<b>16</b>	<b>9</b>
<b>17</b>	<b>10</b>
<b>18</b>	<b>10</b>
<b>19*</b>	<b>11</b>
<b>20*</b>	<b>12</b>
<b>21*</b>	<b>12</b>
<b>22*</b>	<b>13</b>
<b>23*</b>	<b>13</b>

\* Knowledge Transfer Groups must consist of a minimum of 12 members and a maximum of 18 members. Variations may be allowed in exceptional circumstances at the discretion of the Department and will be considered on receipt of an application from the DAFM approved Knowledge Transfer Facilitator on a case by case basis.



**Number of participants (20%) required to host a valid meeting****Meetings 4-10 for year 2 and year 3 Only**

<b>Group Size</b>	<b>Number of participants required for 20% attendance at meetings (min 3)</b>
<b>8*</b>	<b>3</b>
<b>9*</b>	<b>3</b>
<b>10*</b>	<b>3</b>
<b>11*</b>	<b>3</b>
<b>12</b>	<b>3</b>
<b>13</b>	<b>3</b>
<b>14</b>	<b>3</b>
<b>15</b>	<b>3</b>
<b>16</b>	<b>3</b>
<b>17</b>	<b>3</b>
<b>18</b>	<b>3</b>
<b>19*</b>	<b>3</b>
<b>20*</b>	<b>4</b>
<b>21*</b>	<b>4</b>
<b>22*</b>	<b>4</b>
<b>23*</b>	<b>4</b>

\* Knowledge Transfer Groups must consist of a minimum of 12 members and a maximum of 18 members. Variations may be allowed in exceptional circumstances at the discretion of the Department and will be considered on receipt of an application from the DAFM approved Knowledge Transfer Facilitator on a case by case basis.



## Summary of the Farm Improvement Plan (FIP) &amp; Data

Actions of the FIP to be completed in Year 1	Actions of the FIP to be completed in Year 2	Actions of the FIP to be completed in Year 3
An E-Profit Monitor must be <b>completed</b> in year 1 of the Programme. It is completed on the Teagasc Website and the content of the plan is based on the previous production year.	The E-Profit Monitor must be <b>updated</b> in year 2 of the Programme it must be completed on the Teagasc website and the content of the plan is based on the previous production year.	The E-Profit Monitor must be <b>updated</b> in year 3 of the Programme. It must be completed on the Teagasc website and the content of the plan is based on the previous production year.
Breeding Plan must be <b>completed</b> in year 1 of the programme. It must be completed on the ICBF website by the facilitator and the participant.	Breeding Plan must be <b>updated</b> in year 2 of the programme. It must be completed on the ICBF website by the facilitator and the participant.	Breeding Plan must be <b>updated</b> in year 3 of the programme. It must be completed on the ICBF website by the facilitator and the participant.
<p>There are 3 elements to Grassland Management Plan and all must be completed over the duration of the Programme.</p> <ul style="list-style-type: none"> <li>• Spring rotation planner</li> <li>• Summer wedge</li> <li>• Autumn rotation planner</li> </ul> <p>At least one of the three elements must be completed each year. All three components MUST be completed over the duration of the Programme on DAFM FIP system. For compliance purposes, credit will only be given once for completing each component.</p>	<p>There are 3 elements to Grassland Management Plan and all must be completed over the duration of the Programme.</p> <ul style="list-style-type: none"> <li>• Spring rotation planner</li> <li>• Summer wedge</li> <li>• Autumn rotation planner</li> </ul> <p>At least one of the three elements must be completed each year. All three components MUST be completed over the duration of the Programme on DAFM FIP system. For compliance purposes, credit will only be given once for completing each component.</p>	<p>There are 3 elements to Grassland Management Plan and all must be completed over the duration of the Programme.</p> <ul style="list-style-type: none"> <li>• Spring rotation planner</li> <li>• Summer wedge</li> <li>• Autumn rotation planner</li> </ul> <p>At least one of the three elements must be completed each year. All three components MUST be completed over the duration of the Programme on DAFM FIP system. For compliance purposes, credit will only be given once for completing each component.</p>
<p>The Animal Health &amp; Management Measure must be <b>completed</b> in year 1 of the Programme. The targeted areas are</p> <ul style="list-style-type: none"> <li>• Calf Health &amp; Bio security (<b>mandatory</b>) <i>plus min. one optional</i></li> <li>• Parasite Control (<b>optional</b>)</li> <li>• Lameness (<b>optional</b>)</li> <li>• Fertility (<b>optional</b>)</li> </ul> <p>This must be completed on the DAFM Animal Health Computer System (AHCS) with a DAFM approved Knowledge Transfer Private Veterinary Practitioner.</p>	<p>The Animal Health &amp; Management Measure must be <b>updated</b> in year 2 of the Programme. The targeted areas are</p> <ul style="list-style-type: none"> <li>• Calf Health &amp; Bio security (<b>mandatory</b>) <i>plus min. one optional</i></li> <li>• Parasite Control (<b>optional</b>)</li> <li>• Lameness (<b>optional</b>)</li> <li>• Fertility (<b>optional</b>)</li> </ul> <p>This must be completed on the DAFM Animal Health Computer System (AHCS) with a DAFM approved Knowledge Transfer Private Veterinary Practitioner.</p>	<p>The Animal Health &amp; Management Measure must be <b>updated</b> in year 3 of the Programme. The targeted areas are</p> <ul style="list-style-type: none"> <li>• Calf Health &amp; Bio security (<b>mandatory</b>) <i>plus min. one optional</i></li> <li>• Parasite Control (<b>optional</b>)</li> <li>• Lameness (<b>optional</b>)</li> <li>• Fertility (<b>optional</b>)</li> </ul> <p>This must be completed on the DAFM Animal Health Computer System (AHCS) with a DAFM approved Knowledge Transfer Private Veterinary Practitioner.</p>
	CellCheck workshop if not completed between 1 <sup>st</sup> January 2016 and 30 <sup>th</sup> June 2016 must be completed within 18 months of entering the programme 30 <sup>th</sup> June 2016 and 31 <sup>st</sup> December 2017. (extended to 31 <sup>st</sup> January 2019). Details of the workshop must be input on the DAFM online Farm Improvement Plan system.	
The Carbon Navigator must be <b>completed</b> in year 1, on Bord Bia website. The participant and a Knowledge Transfer Facilitator must complete this together.	The Carbon Navigator must be <b>updated</b> in year 2 on Bord Bia website. The participant and a Knowledge Transfer Facilitator must complete this together.	The Carbon Navigator must be <b>updated</b> in year 3 on Bord Bia website. The participant and a Knowledge Transfer Facilitator must complete this together.
The Farm Health & Safety element of the FIP must be <b>completed</b> in year 1 on a Farm Work Efficiency Worksheet. The farmer & Knowledge Transfer Facilitator must complete together.	The Farm Health & Safety element of the FIP must be <b>updated</b> in year 2 on a Farm Work Efficiency Worksheet. The participant and Knowledge Transfer Facilitator must complete together.	The Farm Health & Safety element of the FIP must be <b>updated</b> in year 3 on a Farm Work Efficiency Worksheet. The participant and Knowledge Transfer Facilitator must complete together.



## Knowledge Transfer Dairy Programme - Penalty and Reimbursement Schedule.

### General Issues

Under the Knowledge Transfer Dairy Programme failure to comply with all or any of the terms and conditions of the Programme will result in the following category of penalties being applied a minor, intermediate or serious breaches.

A **minor breach** constitutes a discrepancy that is trivial in nature, is non-recurring and/or can be rectified. It will not have a meaningful impact on the participant's programme participation.

An **intermediate breach** is one that is more significant than a minor breach, has recurred and/or cannot easily be rectified. It will have an impact on the participant's programme participation but can be remedied.

A **serious breach** is one that has significant discrepancies, for example failure to comply with inspections, failure to complete the breeding plan, the animal health aspect or any other element of the FIP, or where the department discovers issues with participant signatures (KT1), attendance sheet records (KT2) whether this is recurring and/or is permanent in nature. This should be read in conjunction with 6.11.

### Participant – Reimbursement Schedule

As per paragraph 20.12 a valid meeting will be a meeting that adheres to paragraph 14 of the Terms and Conditions of the Knowledge Transfer Dairy Programme. A valid National Event is a National Event that adheres to paragraph 15 of the Terms and Conditions of the Knowledge Transfer Dairy Programme.

### Meetings, National Events and Inspections.

Required No of Meetings / National Event	Compliance	No of Meetings / National Event Attended	Reimbursement Reduction
5	No Breach	5	0
5	Minor Breach	4	25% in the relevant year
5	Intermediate Breach	3	60% in the relevant year
5	Serious Breach	0-2	100% in the relevant year
Failure to comply with inspections	Serious Breach	1	100% in the relevant year and may have their participation revoked in the KT Programme.



### **Farm Improvement Plan (FIP)**

As per paragraph 20.12 a valid FIP will be a FIP that adheres to paragraph 16 of the Terms and Conditions of the Knowledge Transfer Dairy Programme.

FIP Requirement	Compliance	Finding of non Compliance	Reimbursement Reduction
Fully Complete	No Breach	100%	0
Fully Complete	Minor Breach	0-10% non-completion of the FIP i.e. <b>1</b> measure not complete. - No penalty if rectified within 14 days. - Penalty applied if not rectified/not rectified to required standard - Penalty to apply in the event of subsequent breach.	10% in the relevant year
Fully Complete	Intermediate Breach	11-20% non-completion of FIP i.e. <b>2</b> measures not complete <b>or</b> Animal Health Measure not complete.	30% in the relevant year
Fully Complete	Serious Breach	+ 20% non-completion of the FIP i.e. <b>3</b> or more measures not complete.	100% in the relevant year

### **Facilitators - Penalty Schedule**

As per paragraph 20.12 a valid meeting will be a meeting that adheres to paragraph 14 of the Terms and Conditions of the Knowledge Transfer Dairy Programme.

### **Meetings and Inspections**

Annual Valid Meetings Required	Compliance	Number of invalid Meetings	Penalty
5	Minor Breach	2	<b>10%</b> of total facilitator payment in the relevant year.
5	Intermediate Breach	3	<b>30%</b> of total facilitator payment in the relevant year.
5	Serious Breach	4	<b>50%</b> of total facilitator payment in the relevant year.
5	Serious Breach	5	<b>100%</b> of total facilitator payment in the relevant year.
Mandatory Meetings	Serious Breach	PVP Meeting	<b>50%</b> in the relevant year and may have their participation revoked in the KT Programme.
Mandatory Meetings	Serious Breach	Health & Safety Meeting	50% in the relevant year and may have their participation revoked in the KT Programme.



<b>Failure to comply with inspections</b>	Serious Breach	1	<b>100%</b> in the relevant year and may have their status revoked in the KT Programme.
<b>Facilitator is not present at all of his/her group meetings.</b>	Serious Breach	1	<b>50%</b> in the relevant year and may have their status revoked in the KT Programme.
<b>Meeting not in progress when selected for On the Spot inspection</b>	Serious Breach	1	<b>50%</b> in relevant year for first offence <u>or</u> <b>100%</b> in the relevant year for second offence and may have their status revoked in the KT Programme.

Meeting attendance must be recorded and the meeting attendance sheet must be uploaded within 5 working days, failure to do so will result in a late penalty of 1% per day, per participant for each working day late, up to a maximum of 10% per meeting per participant.

**Attendance records must be on the Official KT DAFM attendance sheet. Photocopied attendance sheets will not be accepted.**

### Group

Requirement	Compliance	Penalty
Undertake to maintain group size of greater than or equal to 12 and less than or equal to 18	Serious Breach	<b>50%</b> of total facilitator payment in the relevant year for the affected group.
Facilitator MUST hold Minimum of 5 Valid KT Group meetings per scheme year. Less than 5 VALID meetings will incur a penalty	Serious Breach	<b>50%</b> of total facilitator payment in the relevant year for the affected group.

\*Knowledge Transfer Groups must consist of a minimum of 12 members and a maximum of 18 members. Variations may be allowed in exceptional circumstances at the discretion of the Department and will be considered on receipt of an application from the DAFM approved Knowledge Transfer Facilitator on a case by case basis.

### Farm Improvement Plan (FIP)

The **percentages (%) of all farmer reduced reimbursement linked to individual FIPs** will be totalled and will be applied to the facilitator's payment linked to the preparation of the individual's FIP.

<b>Failure to comply with inspections</b>	Serious Breach	1	100% in the relevant year and may have their status revoked in the KT Programme.
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## **Payments**

Facilitators are required to reimburse the Knowledge Transfer participant within **TWENTY FIVE** working days of receipt of payment from DAFM. **Failure to do so will result in a 1% penalty per working day per participant for the facilitator.**

## **Criteria Selected by Facilitators under Ranking and Selection**

The following penalties will be enforced by DAFM where facilitators fail to comply with the criteria he/she has selected at the initial group registration

<b>Requirement</b>	<b>Compliance</b>	<b>Penalty</b>
Undertake to have additional expertise available at meeting(s). Must hold minimum of one meeting over the course of the Programme.	Serious Breach	<b>50%</b> in the relevant year and may have their participation revoked in the KT Programme.
Undertake to include a meeting on the subject of Farm Progression Planning. Must hold a minimum of one meeting over the course of the Programme.	Serious Breach	<b>50%</b> in the relevant year and may have their participation revoked in the KT Programme.
Undertake the group established will have greater than 20% new members.	Serious Breach	<b>30%</b> in the relevant year and may have their participation revoked in the KT Programme.

## **Completion of Continuous Professional Development (CPD) Courses provided for Knowledge Transfer Facilitators under the RDP**

In order to support the effective and efficient delivery of Knowledge Transfer Groups, DAFM will offer a number of CPD courses for Knowledge Transfer Facilitators. **These are mandatory courses for Knowledge Transfer Facilitators who will be advised when courses are offered.** Failure to attend will result in a **50% penalty** across all payments in that year to that facilitator and possible removal of the facilitator from the Knowledge Transfer Programme.