



Waters of LIFE Pilot Agri-Environmental Programme

Terms & Conditions 2026

www.watersoflife.ie





Introduction

Waters of LIFE is a European Union-funded LIFE Integrated Project, led by a Project Team employed by the Department of Housing Local Government and Heritage. The project aims to help reverse the loss of Ireland's most pristine (high status objective) rivers.

The ongoing loss of high-status waters is a worrying trend for water quality in Ireland. The protection and restoration of these waters is one of the key underpinning principles of the EU Water Framework Directive.

The Waters of LIFE project has received funding from the European Union's LIFE programme under Grant Agreement No. LIFE18 IPE/IE/000003.

Central to the Waters of LIFE project is the development and implementation of a pilot agri-environmental programme that include results-based payments.

This Terms and Conditions document sets out the detail under which the pilot agri-environmental programme will be run; however, the Project Team will monitor its progress and have the flexibility to adapt and innovate if and when challenges arise.

Full programme information is available at www.watersoflife.ie/resources including:

- Information Booklet
- General Actions Specifications
- Supporting Actions Specifications
- Supporting Actions Payment Rates

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Version Control

Date	Version	Status	Change	Author
18/2/25	V01	Final	2025 Version	Anne Goggin
18/3/26	V02	Final	Revisions, formatting and general updates	Project Team

1. Definitions

ACRES: Agri-Climate Rural Environmental Scheme approved by the European Commission as a measure in Ireland's Rural Development Programme 2023 to 2027.

ACRES CP: Agri-Climate Rural Environmental Scheme Cooperation Project approved by the European Commission as a measure in Ireland's Rural Development Programme 2023 to 2027.

Advisor: A person who is Farm Advisory Service (FAS) approved and who has attended and completed all the relevant Waters of LIFE advisor training.

Agreement: This document.

Commonage: Lands farmed in common. They are included in the Department's commonage container.

Contract: The contract between the participant farmer and the Waters of LIFE Integrated Project. It shall run from the date of receipt by the Waters of LIFE of a signed contract until the end of the programme pilot.

Cover: Measured coverage of grass on the farm expressed in kg dry matter/hectare.

DAFM: The Department of Agriculture, Food and the Marine and its successors.

DHLGH: The Department of Housing, Local Government and Heritage and its successors.

Good Agricultural and Environmental Condition (GAEC): The 9 requirements set out for land management in Ireland’s CAP strategic plan 2023-2027 and which form part of basic conditionality.

Farm: Economic management unit, including all the management units in the state under the control (or part thereof in the case of commonage) of the farmer.

Farm Plan: A map-based document prepared by the Project Team that outlines the extent of the participants farm holding to be included in the agri-environmental programme pilot, the scorecards that will apply, and the general actions available to the participant.

Farmer: An individual agricultural producer, whether a natural or legal person or a group of natural or legal persons (*i.e.* a registered farm partnership) with a single herd number who have submitted a BISS application in the current year.

Farming: The production, rearing or growing of agricultural products, including harvesting, milking, breeding animals, and keeping animals for farming purposes.

High Status Objective (Blue Dot) river water body: A river water body which is currently at high status, as defined under the Water Framework Directive, or which has fallen below high status but has been set the objective or achieving or retaining high status by 2027.

Lease: Any term of rental agreement on lands occurring within the Waters of LIFE target area.

LPIS: Land Parcel Identification System operated by the DAFM.

Parcel: An individual parcel of land as shown on the DAFM LPIS dataset.

Participant: The farmer that is participating in the Waters of LIFE programme. This also includes joint herd owners.

Plot: An area of land defined by the Project Team for the purposes of scoring an individual habitat area. These can be subdivisions of Parcels (see above).

Plot score: A score calculated for a plot using the appropriate scorecard for the habitat as developed by the Project Team.

Qualifying land: Land suitable to be scored and considered for payment.

River: A river mapped as such in the EPA River Net Routes dataset.

Riverside: Lands adjacent to a river mapped as such in the EPA River Net Routes dataset.

Runoff Risk Assessment: An assessment of all parcels in a participating farm to identify potential high risk areas for the transfer of pollutants to surface waters.....

SAC: Special Area of Conservation.

Scorecard: A system developed by the Waters of LIFE Project Team for assessing habitat quality in different habitats.

SPA: Special Protection Area.

Supporting Actions: Voluntary measures to improve habitat quality or address a specific risk to water quality. These may be known in other programmes or schemes as non-productive investments' (NPIs) or 'landscape actions.'

Statutory Management Requirements (SMRs): All farmers, whether receiving CAP support or not, have to respect statutory management requirements (SMR). The SMR include EU rules on public, animal and plant health, animal welfare, and the environment.

Stream order: The relative size of the stream using the Strahler system. A first order stream flows from its source. Where two first order streams meet, it becomes a second order stream. Where two second order streams meet, it becomes a third order stream, and so on.

Transfer: The lease or sale or actual inheritance or anticipated inheritance of land.

Waters of LIFE demonstration catchment: One of the five sub catchments chosen for trialling the project's agri-environmental programme pilot.

Waters of LIFE Programme: The pilot agri-environmental programme developed as part of the EU LIFE project approved by the European Commission and co-funded by DHLGH and other project partners. The programme is administered by the DHLGH. Also referred to as 'the programme.'

Waters of LIFE team: the staff personnel of the Waters of LIFE project. Also referred to as 'Project Team.'

Water Quality Farm Works Plan: A document produced by the Project Team following their review and assessment of any Supporting Actions proposed by a farm advisor for a particular land holding. It will detail actions that have been approved (or otherwise) and any relevant conditions. The document may be redrafted up to twice a year.

2. Eligibility Criteria and Programme Requirements

To be eligible to apply to join the programme applicants must be:

- 18 years of age or over on the date an expression of interest is received by the Project Team.
- An active herd owner or tillage farmer, *i.e.* submit a valid annual application under the Basic Income Support for Sustainability (BISS), including the declaration of all lands farmed.
- Farming at least one parcel containing qualifying lands within or partially within a Waters of LIFE demonstration catchment (see Appendix I). Detailed maps can be requested from the Project Team or viewed on www.watersoflife.ie

To participate in the programme it is also necessary to:

- Agree to abide by the Terms and Conditions as outlined in this document for the duration of the contract.
- Engage the services of an approved advisor¹ to carry out runoff risk assessment, annual habitat assessment and provide general support in programme implementation (see Section 9 for advisor requirements).
- Attend training during each year of the programme (minimum of one day per year).
- Maintain records of the delivery of agreed commitments undertaken in the farm plan or Water Quality Farm Works Plan.
- Facilitate access to lands by the Project Team and associated contractors at an agreed time.

¹ List of approved Waters of LIFE programme advisors will be maintained on the project website (Watersoflife.ie) following initial training of advisors.

3. Land Eligibility for Waters of LIFE Programme

All private farmland within Waters of LIFE demonstration catchments can be considered for payment² with the exceptions of buildings (and their curtilage), extensive water, farmyards, quarries, and commercial forest.

Commonage lands will not be included in the programme, to avoid duplication with ACRES Cooperation Project.

Where a farmer has private lands both within and outside of a Waters of LIFE Demonstration Catchment, only lands within the catchment area will be eligible for inclusion in the programme.

Where the Waters of LIFE demonstration catchment boundary splits a land parcel, where the majority of the parcel is within the demonstration catchment, the entire parcel will be paid on.

Lands must have been declared on the applicant's current BISS application to be considered for the programme³. The Project Team will make use of BISS data provided by DAFM to determine that those lands are being claimed on by the applicant in the current year of the programme and to avoid the risk of double payments.

² Although land may be eligible for the programme, it must be of sufficient quality to attract a payment.

³ BISS land eligibility may not be a factor in determining qualifying land for the Waters of LIFE project.

Participants will provide up-to-date information on their most recent BISS application and inform the Project Team of any amendments that are made to their BISS application.

As required under existing legislation, the farmer shall adhere to:

- Provisions of their BISS;
- Area of Natural Constraint;
- Maintenance of land in Good Agricultural and Environmental Condition (GAEC);
- Compliance with Statutory Management Requirements (SMRs) which includes compliance with Activities Requiring Consents (ARCs) / Notifiable Actions;
- Other provisions as required by DAFM; and
- Ensure that the conditionality standards are fully met.

4. Application Procedure

The programme openly invited expressions of interest in 2024 and 2025 on the project website.

There will be no further open windows for expressions of interest in the lifetime of the programme. Any further recruitment will be on an ad hoc basis, directly with the landowner where priority lands are identified.

Farmers who applied to participate in the programme initially completed and submitted an Expression of Interest form. The submission of this form authorised the Project Team to access the applicant's BISS data in order to prepare a farm plan. It also gave consent to the Project Team to enter onto lands to carry out pre-approval inspections (by prior arrangement with landowner if possible).

In the case of joint herd numbers and registered farm partnerships, all persons attached to the herd number or farm partnership number must sign the farm contract.

Following a review of applications, successful applicants are issued with a contract offer and a Waters of LIFE farm plan. This contract offer must be signed by the applicant(s) and returned to the Waters of LIFE Project Team by the deadline specified on the contract offer.

At this time the successful applicant must also submit a nomination of farm advisor form and a completed bank details form.

All unsuccessful applicants are notified at the end of the recruitment window.

5. Waters of LIFE Farm Plan

All farmers eligible for the programme are issued a Waters of LIFE Farm Plan. The farm plan is a document that provides:

- Summary details of the farm
- List of Waters of LIFE plots and a map of proposed habitat types
- List of the general actions available to the farmer

A payment sheet is issued annually. It summarises the results that give rise to the payment on each individual plot and the general action payments due.

This sheet includes specific management recommendations for each plot for the farmer to consider for improving results and payments.

6. Water Quality Farm Works Plan

All programme participants receive a Water Quality Farm Works Plan after habitat and runoff risk assessment. The plan identifies locations and details of proposed supporting actions on a map. Actions are funded to:

- Improve nature quality and increase habitat assessment payments
- Reduce runoff risk on the farm or farmyard

Actions are screened by the Project Team for unintended adverse environmental impacts. They are reviewed to ensure they are the right measure in the right place for water quality.

These actions can be installed on receipt of the Water Quality Farm Works Plan. Payment is issued upon submission of the required verification.

Water Quality Farm Works Plans may be redrafted up to twice a year. Additional supporting actions will be considered for inclusion in revised versions of the plans where appropriate. Applications for additional supporting actions can be made via a nominated farm advisor, or the Project Team.

7. Waters of LIFE Programme Advisors

All participating farmers must nominate a Waters of LIFE approved agricultural advisor using the nomination form in their contact pack.

Only Farm Advisory Service (FAS) approved advisors who have successfully completed Waters of LIFE advisor training are included on the list. Approved advisors may be required to attend an annual refresher course during the duration of the programme.

Advisors working with farmers on behalf of Waters of LIFE are paid directly by the project. This is with the exception of cost associated with a nutrient management plan. The farmer receives a payment to then pay the advisor directly.

Advisors responsibilities include:

- Review of overall farm plan
- Annual habitat assessment
- Runoff Risk Assessment in the first and third years
- Proposal and supporting actions
- Providing advice on general measures

Advisors who:

- Consistently fail to attend training or;
- Are found to have knowingly falsified payment claims or other information or;
- Fail to co-operate with the Project Team or;
- Are found to be in breach of the advisor's code of conduct;

May have their approval to work on the programme revoked.

8. Programme Participant Training

Farmers are paid for their active participation at specified training events, workshops and knowledge transfer events.

All farming participants are required to attend programme induction training in their first year.

Where the farmer is unable to attend, they must nominate in writing a named representative to attend on their behalf.

A representative can only be used in exceptional circumstances and cannot be another participating farmer.

Non-attendance at specified training events can lead to reductions on overall programme payments – For more information, see Payment Adjustments Section.

Where demand exists, specialist courses may be provided to selected participants on topics such as control of invasive plant species and bog restoration.

The Project Team may hold additional voluntary workshops for participants throughout the programme duration, depending on demand.

9. Waters of LIFE Programme Contract

The Waters of LIFE programme is a pilot. As such all aspects of the programme are subject to change in response to participant feedback and programme monitoring.

Parties to the Contract: The Waters of LIFE programme contract is between the Waters of LIFE project and the participating farmer.

Lapse of Contract Offer: If the official contract offer is not completed and returned to Waters of LIFE by the specified deadline, the offer will lapse.

Contract Duration: The contract shall run from the date that a signed contract is received by the Project Team, provided full adherence to these Terms and Conditions, until 31st March 2028. The contract may be subject to an offer of extension.

Transfer of Contract: The contract is non-transferable, except in cases where the entire farmed area relevant to the programme is transferred to a new owner. In these cases, the new owner may opt to continue with the contract.

Should part of the holding be transferred to another party, the transferee has no automatic right to participate in the programme and an application to do so must be made to the Project Team for approval.

Adding Land to Contract: Where an existing participant buys or leases additional land within a Waters of LIFE target area during the term of the contract, then the lands will be included in the programme and added to the farm plan. The land details will be cross-checked against the participant's most recent BISS application. Only land included in the most recent BISS can receive payment.

Removing Lands from Contract: All farmland within a Waters of LIFE demonstration catchment under the control of the participant are included in

the programme. Any reduction in land should be notified to the Project Team and subsequently be removed from the farm plan.

Double Funding: Areas of a landholding that are included in other agri-environmental programme(s) (e.g. ACRES, Farm for Water etc.) can be included in a Waters of LIFE contract. However, the Waters of LIFE will provide no payment for any areas of that landholding where an area-based payment is made (excluding a riverside bonus payments).

There will also be no reimbursement for any supporting action applied for via another programme. Similarly, lands registered with any other agri-environmental programme will be ineligible and cannot be withdrawn from that programme in preference to Waters of LIFE.

The eligibility of any lands previously included in other agri-environmental programmes (but not currently registered) will be at the discretion of the Project Team.

Leased Land: Farmland leased by participants that is located within Waters of LIFE demonstration catchments will be included in the programme and treated the same as privately owned farm land.

Withdrawal from Contract: The participating farmer is free to withdraw from the contract after one month's notice in writing to the Project Team. No further payment claims will be considered after the receipt of this notification.

Termination of Contract: The contract may be terminated by the Project Team in the event of serious over-claims or fraudulent claims for payment.

Abandoned Contracts: If the participant has not submitted a claim for payment or an annual Water Quality Farm Works Plan by December 31st each year, the contract will be deemed as abandoned. An abandoned contract may be terminated after one month's notice in writing to the participant and to their advisor.

10. Farmer Payments

Farmer payments are made directly to the farmer’s bank account by the Department of Housing, Local Government and Heritage. There are four ways in which farmers can receive payment through the Waters of LIFE Programme:

Payment	Claim	Payment Frequency	Verification
Results Based Payments	Following submission of scorecards to project via the online portal before August 15 th in a given year.	Annually in arrears following habitat assessment once the current years LPIS data is received from DAFM - Typically early the following year.	Habitat assessment by Waters of LIFE advisor
General Actions Payments	Any time after the completion of works or action, but not after the end (Dec 31st) of the following year.	Quarterly or annually	Required documentation or other evidence as specified in guidance
Supporting Actions Payments		Quarterly	
Training and knowledge exchange		Quarterly	

The programme is independent of ACRES and ACRES CP and all payments through the programme are separate from (and in addition to) ACRES/ACRES CP payments.

Applications for supporting actions are cross-checked against the relevant ACRES and other relevant schemes to avoid double funding.

False declarations of any kind may result in expulsion from the programme.

Failure to complete any action or works to an acceptable standard or in the agreed location may result in some or all of the payment for that task being delayed, withheld or if necessary recouped.

Conditions of results-based payment for habitat assessment

The following conditions apply in conjunction with all information outlined in the Waters of LIFE Pilot Agri-Environmental Programme Information Booklet:

The habitats to which Waters of LIFE scorecards will be applied are

- Riverside habitat on improved grassland
- Riverside habitat on tillage
- Semi-natural grassland
- Grassland on peat
- Woodland and scrub
- Peatland

All plots have the potential to increase or decrease their score throughout the lifetime of the project depending on management of the habitat by the participant.

Results based payment rates can also be subject to change on an annual basis. This is to reflect any adjustments to habitat scorecards, weightings and calculations in the development of the programme pilot.

Riverside Habitat on Improved Grassland

This scorecard will apply where the advisor considers that the grassland in the overall plot would not achieve a payable score on either of the grassland scorecards.

On improved grassland, the farmer will be paid on the area fenced off, up to a maximum width of 20m from top of the bank and less any width required under conditionality.

For example, if the farmer has fenced off a 10m area and is required to fence 1.5m under the Good Agricultural Practice Regulations, s/he will be paid on 8.5m.

The exception to this is where the plot in question has exceptionally high habitat quality within the 1.5m mandatory fenced area (ie a total score of 30 or greater on questions A3 to A5 of the riverside habitat score card). In this case, payment will be made on the full 10m width.

However, regardless of the width fenced, the full 20m will be assessed to identify any threats or pressures in this area which could negatively impact on water quality. For example, areas of bare soil or livestock poaching.

Riverside habitat on tillage

This scorecard will apply to all cultivated land. The farmer will be paid on the width of an uncultivated strip of up to 20m beside a mapped watercourse (as described in the Glossary), less any mandatory requirements under GAEC 1.

As with the riverside habitat on grassland, where the habitat immediately adjacent to the river is exceptionally high (total score of 30 or great on questions A3 to A5) payment will be made on an additional 1.5m of width.

Where forage crops are grazed in situ, temporary fencing should be used to exclude livestock from the uncultivated strip. The payments for this habitat type are the same as for the riverside habitat on improved grassland.

Semi natural grassland, Woodland & Scrub, grassland on peat and peatland

These habitats are scored using specific scorecards developed by the Waters of LIFE. These are similar to ACRES CP Scorecards, but place more emphasis on issues related to water quality.

Where a farmer is receiving an ACRES CP payment on any of these habitat types, they will not receive a payment under Waters of LIFE. However, the riverside bonus payment described below may still apply.

Riverside Bonus Payment

Where a semi natural grassland, Woodland/Scrub (>20m in width⁴), Low Input grassland on peat or peatland habitat occur adjacent to a mapped watercourse, a riverside bonus will apply.

The score used to calculate the riverside bonus will be the Waters of LIFE score for the entire plot. ACRES scores cannot be used as Waters of LIFE scorecards contain additional questions related to water quality.

⁴ Where the width of riverside woodland or scrub is less than 20m, it should be scored using the riverside habitat scorecard.

Conditions of supporting action payments

The following conditions apply in conjunction with all information outlined in the Supporting Actions Specifications Booklet:

Project Team screening and approval for supporting actions is required prior to works commencing.

Supporting actions are subject to specifications related to each individual action.

Payment for actions are made following declaration by the participant and submission of required evidence that the works have been delivered.

The farmer, supported by the advisor, may propose supporting actions to the Project Team following completion of the runoff risk assessment and/or habitat scoring, but in any event by the end of each year.

Following approval by the Project Team, these actions form the Water Quality Farm Works Plan. The works plan can be implemented by the farmer as soon as approval is received.

The participant must have attended the initial farmer training course prior to the submission of their first Water Quality Farm Works Plan.

The participant must follow the requirements and guidance provided in the specifications document when completing supporting actions.

The participant can declare that the works have been completed at any time during the year but not after the end (December 31st) of the following year.

Uncompleted works may be withdrawn/held over and submitted in the following year's work plan.

The Project Team will fund standard supporting actions in accordance with the rates set out in the specification documents.

It is the responsibility of the participant to ensure regulatory consent is in place before any work commences. The project will assist with obtaining required consent from regulatory bodies where practicable.

The Project Team may include a site visit in its screening process prior to approval of an action. Waters of LIFE may refuse, attach conditions, or modify a proposed action if:

- It is considered that the proposed action would not deliver worthwhile environmental benefits.
- The proposed action could cause damage to an existing habitat or present a risk of disturbance to a habitat included in the Waters of LIFE programme or other protected habitats or flora or fauna species.
- The proposed action could cause damage to an archaeological site.
- The proposed action could be damaging to a Natura 2000, Natural Heritage Area, or proposed Natural Heritage Area site.
- The proposed action is inappropriate for the site.

Funded supporting actions and infrastructure must generally be kept in place for the remainder of the contract or for the duration of the project.

The list of supporting actions is subject to change over the course of the programme pilot. In line with the locally adapted and innovative ethos of the programme, the Project Team will consider funding additional bespoke actions beyond those listed in the specifications document. Such proposals must be based on a comprehensive estimate of labour and material costs and need to demonstrate a high likelihood of positive environmental benefits.

Payments will only be made when tasks have been completed in the agreed location and to an acceptable standard, as listed in the supporting actions guidelines.

Conditions of general actions payments

The following conditions apply in conjunction with all information outlined in the General Actions Specifications booklet:

Only **nutrient management plans** prepared after the date of signing of the Waters of LIFE contract will be paid on.

Payments for **precision nutrient management** will be processed annually on receipt of PastureBase Ireland Scorecard and reports and grass measurement records.

No **catch crops** payments will be made where catch crops are used to meet the crop rotation/diversification requirements of GAEC 7.

11. Waters of LIFE programme and avoidance of double payments

Some programme participants also be participating in existing agri-environmental schemes such as ACRES General, ACRES CP and Organics.

To avoid the risk of double payments, all proposed actions on which payment is being claimed are checked against current DAFM data and deductions made as appropriate.

12. Nutrient Management and Other Activities

In order to maintain nature quality and species diverse habitats, pesticides are not recommended on scored habitats, except for spot treatment of noxious and invasive weeds (subject to specialist training) and rushes.

Where present, rushes can be controlled either mechanically, by weed wiping and/or by spot spraying. A minimum buffer zone of 5m should be maintained from all watercourses. Weed wiping and/or spot spraying can take place throughout the year. Waters of LIFE recommend that the topping of rushes should not be carried out between 15th March and 1st July to avoid the potential of disturbing nesting birds.

Where pesticide use has affected the flowering plants and herbs in a field, this will reduce the plot's score and result in a lower payment. Non-chemical control methods should be considered as far as possible to control rushes.

Any significant risks of sheep dipping operations on the farm will be captured on the runoff risk assessment. In the case where there is a high risk to water quality, farmers will have the option to avail of supporting actions to reduce or eliminate this risk. These may be bespoke measures.

The process of grassland reseeding within scored grassland plots is likely to result in a decreased payment to the farmer because it has the potential to negatively impact species diversity and aquatic habitats.

Insertion of new drainage and drain clearance can negatively impact aquatic habitats. These activities may result in a decreased payment to the farmer.

Several of the activities listed above may require administrative approval outside of the Waters of LIFE project, e.g. planning permission.

13. Verification of Habitat Scoring

Waters of LIFE use Basic Income Support for Sustainability (BISS) data provided by the Department of Agriculture, Food and The Marine to determine lands on which payment is claimed are being farmed by the applicant in the current year.

The Project Team aim to verify the scores of each participant in their first year of the programme to ensure an accurate baseline level and to highlight any areas that may need to be the focus of subsequent advisor training.

These verification checks will not necessarily constitute a complete detailed field verification (they may be partially desk-based); however, a proportion of participant farms will receive a full verification each year.

Timing: Field verification surveys or audits by the Project Team can be carried out at any time during the year.

Notice: The Project Team will attempt to notify the participant in advance of the field visit.

Habitat Assessment: The habitat quality score is based on the habitat found on the date of the field visit. If the habitat is damaged due to burning, land improvement or other factors this will reduce the score.

Changes to Plot Scores: If a field audit or verification survey demonstrates that the habitat quality is different than that claimed by the participant, then the final score will be based on the assessment made by the Project Team.

14. Verification of Payment Claims

Payments are made by electronic funds transfer directly to the participant's bank account.

Payments are made once administrative checks (including on site verification of claims) are complete.

The payment process in respect of results-based payments will commence in the Autumn/Winter of each contract year and will usually be made to the farmer the following spring. Payments for general measures and supporting actions will be processed quarterly.

To facilitate the issue of payments, the participant must inform the Project Team of their banking details and any changes to these throughout the contract.

15. Payment Adjustments

Payment adjustments will apply in the programme in respect of:

Attendance at Specified Training and Knowledge Transfer Events:

Non-attendance at programme induction training in a participant's first year will lead to a 10% reduction on all payments in that year.

Non-attendance at programme induction training in a participant's first or second year will lead to a 20% reduction on all payments in their second year.

All farmers must attend at least one training event in each subsequent year of the programme or a 10% reduction may apply.

Habitat Assessment Payment Over-claim:

If the score of a habitat assessment claimed by a participant and their advisor exceeds the score as assessed by the Project Team by more than 10%, then the results as assessed by the Project Team shall be paid on. Similarly, in the case where the Project Team score is higher, then the payment will be calculated on this higher score.

If the score claimed by a participant and their advisor exceeds the score as assessed by the Project Team by more than 10% then the advisor will be required to attend additional training as deemed appropriate by the Project Team. Where advisors are found to repeatedly score habitats incorrectly their approval to work on the programme may be revoked.

General and Supporting Action Payments:

Where the participant and their advisor claim payment on actions that are not delivered or are only partially delivered, the payment will be based on the value of the completed actions, less the over claimed amount. This correction can be applied to any payment due to the participant.

16. Termination of contract

Contracts will be terminated where the Project Team find intentional and serious breaches of the Terms and Conditions of the programme.

Intentional and serious breaches can include, but are not limited to, any of the following:

- Intentional damage to the habitats on participatory farms
- Intentional damage to other protected habitats
- Drainage of wetlands
- Disturbance to other protected habitats or species.

In cases of fraudulent, serious or repeated over claims for payment, the Project Team can terminate the contract.

Where the participant (via the advisor) has not submitted a Waters of LIFE results-based payment claim for payment by December 31st or a claim for general actions payments by 31st January, the Project Team may deem a contract as abandoned.

After one months' notice in writing to both the participant and their advisor, the Project Team may terminate an abandoned contract.

17. Clawbacks

Overpayments to a participant, irrespective of cause, will be recovered from future payments.

If an action is paid on and it subsequently becomes clear that the action was not delivered or where funded investments are not kept in place for the duration of the contract, the sums paid out will be deducted from future payments.

18. EU LIFE Programme Audits

The Waters of LIFE Project Team are subject to audits and controls from the EU LIFE programme. These which may include administrative and on-farm inspections. On-farm inspections are solely to provide checks on the Project Team, *not the farmer*.

19. Rights of Entry

Participants also confirm the right of the Project Team to make such visits to their lands. These are necessary for the administration and monitoring of the programme.

The Project Team will attempt to give reasonable notice to participants before visits.

20. Appeals

Participants have the right to appeal a decision made by the Project Team.

To appeal a decision of the Project Team, the participant must request the Project Team undertake a review of the decision. This must be done within two months of the date the participant was informed of the disputed decision.

The appeal procedure is a two stage process.

1. Re-examination of the issue by the Project Team.
2. If the participant is not satisfied with the outcome of the review, they may choose to make a formal appeal to an Appeals Commissioner who will be appointed to consider formal appeals.

21. Force Majeure

Where a participant is unable to continue complying with the commitment(s) given for reasons beyond his/her control, a case may be made under force majeure and the respective payment shall be proportionately withdrawn for the relevant year(s).

Reimbursement of support paid in previous years shall not be required and payment may be continued in subsequent years.

The participant, their advisor or a representative of their estate must notify the Project Team of cases where force majeure is claimed within 10 days of being able to do so.

Without prejudice to the actual circumstances to be taken into consideration in individual cases, the following categories of force majeure may be recognised:

- Death of the participant
- Long term professional incapacity of the participant
- Expropriation of a large part of the holding if such expropriation could not have been anticipated on joining the programme
- A natural disaster affecting the holding's agricultural land
- The accidental destruction of livestock buildings on the farm
- An outbreak of disease affecting all or part of the livestock on the farm
- The disposal or vacation of land to satisfy a court order or legal settlement in cases of marital breakdown.

A participant has the right of appeal the decision of the project to an Appeals commissioner who will be appointed to consider formal appeals.

22. Exemptions

Terms and Conditions: Exemptions from these Terms and Conditions will only be granted in exceptional circumstances.

An application to the Project Team for an exemption must be made:

- In advance
- In writing
- Must establish that a variation to the normal procedures would, in the circumstances of the case, deliver an environmental benefit.

Specifications: Applications for an exemption from the specifications for an action must be made:

- In writing
- Accompanied by the annual works plan requesting approval for that action.

23. Health and Safety

Works may, at the discretion of the farmer, be carried out to maintain or improve the score of management unit(s) of land entered into the programme.

If any or all of the work is being undertaken by a farmer, then he/she should seek competent advice in relation to the safety of the actions and the personnel undertaking the actions on the farmer's behalf.

Certain construction dangers may be encountered in the course of completion of actions by farmers. Neither Waters of LIFE IP, nor any member of the Project Team will be in any way liable for any damage, loss or injury to persons, animals or property in the event of any occurrence relating to the actions.

24. LIFE IP Waters of LIFE Project Team

The Waters of LIFE team are responsible for the design, development, and overall administration of the Waters of LIFE programme.

The contact details for the Waters of LIFE project are:

E-mail: info@watersoflife.ie

Website: www.watersoflife.ie

25. Information and Data Protection

25.1. Processing by the Contractor

25.1.1 Subject matter of processing

The processing of personal data pertaining to farmer participants and farm advisors in the programme administered by LIFE IP Waters of LIFE is the subject matter.

25.1.2 Nature of processing

The nature of the data processing is in the management, administration and promotion of the Waters of LIFE programme. This includes geographical analysis, eligibility checking, double payment inspection, plot scoring, recording and assessing supporting actions, and facilitating payment under the programme. The exchange of data with DAFM on individual farmer payments will be necessary to avoid the risk of double payments.

25.1.3 Purpose of processing

The processing is required for the purpose of administering and promoting the Waters of LIFE programme; to check eligibility for participation in the same; and to facilitate correct payments under the Waters of LIFE Programme. There will be no processing of the personal data for any purpose other than that for which it was collected.

25.1.4 Duration of the processing

The personal data itself is retained by Waters of LIFE as long as it is necessary for the purposes for which it was collected and processed. In line with legislative and business requirements, the data retention period in this instance is fourteen years.

25.2 Types of personal data

The following personal data will be processed in respect of the Waters of LIFE Programme under this contract:

- LPIS data, in a pseudo-anonymised format, containing a holding identifier and attributes on crop description, commonage details and indication of other farm payment schemes. Re-identification data matching the LPIS data with the correct farm (once an expression of interest has been made in taking part in the LIFE IP Waters of LIFE Programme).
- Personal data provided by the farmer participant (a data subject); specifically, their name, postal address, telephone number, email address, herd number and bank account details.
- The name and contact details and bank account details for the farmer's nominated farm advisor (another data subject).

25.3. Categories of data subject

Waters of LIFE will process personal data pertaining to:

- Farmers participating in the Waters of LIFE Programme; and
- Farm advisors collaborating with each farmer participant and Waters of LIFE.

A Privacy Statement is available to view on the Waters of LIFE website and on request.

Waters of LIFE reserves the right to use anonymised scientific data for recording, research, and training purposes.

Waters of LIFE reserves the right to take photographs or video images from participant's farms for claims verification, monitoring, research and training purposes and project publicity.

26. Further Conditions

Waters of LIFE IP may amend, expand upon, explain, interpret or define the meaning of any aspect of the Terms or Conditions of the programme.

Any such amendment will be published on the Waters of LIFE website (www.watersoflife.ie) and participants and advisors notified.

Participants are responsible for their own actions and the actions of contractors and others involved in the provision of services to them or involved in carrying out works on their farm.



