



Breeding Waders EIP Terms & Conditions April 2025

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INTRODUCTION

The Breeding Waders EIP, funded by The Department of Agriculture, Food and the Marine (DAFM) in partnership with the National Parks & Wildlife Service (NPWS), of the Department of Housing, Local Government and Heritage is a European Innovation Partnership specifically focused on Breeding Waders, one of the groups of bird species of greatest conservation concern in Ireland.

The key objectives of this Breeding Waders EIP are to:

- Secure existing Breeding Wader populations at key sites; and
- Support population recovery via wider landscape management and policy development.

The application of measures will be guided in general, by a framework, including Breeding Wader Action Zone maps recently developed by the NPWS. More refined innovative measures and targeted application of tried innovative measures will be delivered as part of this EIP.

EIPs involve the establishment of Operational Groups (OGs) to both manage the project and develop ideas or take existing ideas/research and put them into practice. The aim of these innovation partnerships is to build on what is known to work, road-test new ideas and practices which may be used more widely by farmers and others to improve productivity, enhance resource efficiency, and pursue sustainable farming practices. Hence, innovation is a key element of EIP's.

To succeed, the Operational Group will rely on fostering communication through stakeholder networking, developing partnerships and dissemination of knowledge and ideas across a wide range of stakeholders. It will support innovative concepts and ideas from farmers, advisors, researchers, NGOs, previous and existing EIP project teams, Government Departments, and others.

The Breeding Waders EIP seeks to recognise and reward the positive role of farming, by adding real value to the Breeding Waders habitat.

By clearly defining and incentivising habitat quality objectives, the Breeding Waders EIP can help farmers sustain cultural landscapes and vibrant rural communities. If this can be achieved, we can sustain a place within people, the breeding waders and wider biodiversity can thrive.

The European Innovation Partnerships Initiative (EIP - AGRI) under the CAP Strategic Plan 2023 – 2027 (CSP) comes under the remit of Council Regulation (EU) 2115/2021 of the European Parliament and of the Council respectively, and related secondary legislation and guidance notes. This co-operation measure is under Article 77(1) of this regulation.

Breeding Waders EIP Team

The Breeding Waders EIP Management Team- the Breeding Waders EIP employs a Senior Project Manager, Project Management staff and Project Officers. Each 'Wader Action Zone' shall have a dedicated Project Officer assigned to supporting advisors, farmers and other stakeholders.

The Breeding Waders EIP is a partnership consisting of:

- Irish Rural Link are Lead Partner and responsible for the administration of the Breeding Waders EIP.
- The Hen Harrier Programme
- Michael Martyn Agri-Environment
- Atlantic Technological University
- University College Dublin
- Fota Wildlife Park
- Dublin ZOO
- Irish Wildlife Services
- The Breeding Waders EIP is based in: Moate, Co. Westmeath

Definitions

ACRES shall mean the Agri Climate and Rural Environment Scheme.

'Department' shall mean the Department of Agriculture, Food and the Marine and its successors.

'Advisor' shall mean a person or persons who are Farm Advisory Service (FAS) approved and who have attended and completed all the relevant Breeding Waders EIP training as required by the Department and the Breeding Waders EIP Team.

'BISS' shall mean the Basic Income Support for Sustainability Scheme

'Breeding Site' shall mean a parcel with a confirmed nest(s) (from the current or previous nesting season) or a parcel within a defined distance of a confirmed nest. A list of Breeding Sites will be established by the Breeding Waders EIP Monitoring Team; this list will be updated annually.

'Breeding Waders EIP Farm Plan' shall mean a document prepared by the Breeding Waders EIP Project Team and approved by a Breeding Waders EIP Project Officer and the Breeding

Waders EIP Agricultural Officer or the Breeding Waders EIP Project Manager. It is a map-based document produced by the Breeding Waders EIP team.

‘Breeding Waders EIP’ shall mean the Breeding Waders European Innovation Partnerships Initiative (EIP - AGRI) under the CAP Strategic Plan 2023 – 2027 (CSP) which falls under the remit of Council Regulation (EU) 2115/2021 of the European Parliament and of the Council respectively, and related secondary legislation and guidance notes. This co-operation measure is under Article 77(1) of this regulation.

‘Breeding Waders EIP Project Team’ shall mean employees of the Breeding Waders EIP Project, Irish Rural Link engaged in the administration of the Breeding Waders EIP.

‘Commercial Forest’ shall mean Forests that are predominantly monoculture and even aged in nature and planted and managed mainly on a clearfell / reforest cycle primarily for the production of timber, fuel or wood fibre.

‘Commonage’ shall mean lands farmed in common.

‘Contract’ shall mean the contract between the participant and the Breeding Waders EIP. It shall run from the date of receipt by the Breeding Waders EIP of a signed contract until the completion date of the EIP.

‘Farm Plan’ shall mean a map-based document prepared by the Breeding Waders EIP Team.

‘Farmer’ shall mean 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 has submitted a Basic Income Support for Sustainability (BISS) Application in the current year.

‘Farming’ shall include dairy farming, livestock production, cultivation of fodder and tillage crops, and the growing of horticultural crops.

‘Field’ shall mean a management unit contained within a single land parcel.

‘GLAM’ shall mean the Generic Land Management, a mapping system operated by the Department.

‘SPA’ shall mean a Special Protection Area designated for a species of Breeding Wader under Birds Directive 79/409/EEC.

‘Improved grassland’ shall mean intensively managed or highly modified agricultural grassland that has been reseeded and/ or regularly fertilised with chemical fertilisers.

‘Natura 2000’ shall mean lands designated under Directive 79/409/EEC and Directive 92/43/EEC (Birds and Habitat Directives).

‘Land Management Agreement’ [see also **‘Wader Action Plan’**] shall mean a document produced by an approved Breeding Waders EIP Advisor, a Breeding Waders EIP Project Officer and/or the Breeding Waders EIP Project Management team detailing the management and measures required to drive breeding wader productivity in a given area.

‘Lease’ shall mean a term of absolute possession of the holding by the lessee from the commencement of the contract.

‘Nest Protection’ shall mean activities associated with enabling successful fledging of Breeding Waders, to include fencing, predation risk management, lethal control, diversionary feeding, monitoring, tracking, remote sensing, recording, etc.

‘NPWS’ means the National Parks and Wildlife Service of the Department of Housing, Local Government and Heritage

‘Participant’ shall mean the farmer that is participating in the Breeding Waders EIP.

‘Qualifying Land’ shall mean land deemed suitable by the Breeding Wader EIP Management Team and, therefore, considered for payment. It excludes buildings (and their curtilage), farmyards, commercial forest, quarries and active turbary. Land must be declared on the current BISS application.

‘Scorecard’ shall mean a system developed by the Breeding Waders EIP for assessing habitat quality in different habitats.

‘Transfer’ shall mean the lease or sale or actual inheritance or anticipated inheritance of land.

‘Wader Action Plan’ [see also **‘Land Management Agreement’**] shall mean a document prepared by the Breeding Waders EIP Project Team and approved by a Breeding Waders EIP Project Officer and/or the Breeding Waders EIP Project Management team. It is a map- based document produced using the ARC GIS Mapping system.

‘Wader Action Zone’ shall mean a landscape area that has been identified as being strategically important to the success of the project by the Breeding Wader EIP Management Team.

[The Breeding Waders EIP Overview.](#)

The Programme is based on Land Management and Wader Actions undertaken by the farmer. It will be delivered on the ground by a specialist locally based intermediary layer, which has been appointed through competitive tender (hereafter ‘the Breeding Waders EIP Project Team’). The Project will be overseen by a Strategic Oversight Committee composed of representatives from the DAFM, the NPWS and Project Management, and an Operational Group consisting of Project Management and Project Partners.

The Breeding Waders EIP operates on the basis that payments are for Collaboration, Land Management, Water Table Management, Supporting Actions and Habitat delivered during each breeding season. All payments under the EIP are paid annually in arrears and based on the agreed actions and management tasks being delivered. EIP participants shall in certain circumstances receive payments in a shorter timeframe to cover costs of the financial outlay associated with 'Actions', such as scrub clearance, water table management, etc.

The delivery of the Breeding Waders EIP is supported at farm level by five types of payments:

1. Collaboration Payment
2. Management and Protection Payment
3. Wetlands for Waders Payment
4. Capital Actions Payment
5. Wader Bonus Payment

The Breeding Waders EIP is independent of ACRES and NPWS Farm Plan and participation in the EIP is not linked to ACRES or NPWS participation. All payments through the Breeding Waders EIP are separate from (and in addition to) ACRES and other Agri-environmental schemes. They form part of a package of supports available to farmers in Breeding Wader areas. All applications will be assessed for potential double funding with other schemes and any actions already being funded under another scheme will not be eligible for payment under the Breeding Waders EIP.

Project Objectives

Obj 1 - Securing existing Breeding Wader populations at key sites

Obj 2 - Supporting population recovery via wider landscape management and policy development.

Eligibility Criteria

To be eligible for the Breeding Waders EIP applicants must be:

- 18 years of age or over on the date an expression of interest is received by the Breeding Waders EIP Project Team.

- An active farmer. The applicant must have submitted a current application for the Basic Income Support for Sustainability (BISS) which includes a declaration of all lands farmed. This is required in each year of the participant's contract.

In some instances, non-farmer landowners may be also eligible but will not qualify for the Management and Protection payment, as farming practices may not be considered.

Land Eligibility for the Breeding Waders EIP

A review of current data suggests that conservation objectives across two main spatial scales will be required - targeted areas called Wader Action Zones (WAZ's) where work is focussed on remaining breeding population strongholds, and a national-level suite of measures and engagement to support population recovery via wider landscape management and policy development.

All lands within the Republic of Ireland which have been deemed suitable for Breeding Wader management by the project team are potentially eligible, with the exception of active turbary, buildings (and their curtilage), extensive water, farmyards, quarries and commercial forest (see note 1). On Commonage lands it is the fraction declared by the participant on their current BISS application that is considered for payment (see note 2).

Lands must have been declared on the applicant's current BISS application to be considered for the Programme but does not need to be eligible for payment under BISS to qualify for payment under the Breeding Waders EIP.

Leased or rented land must have been declared on the applicant's 2025 BISS application. This is necessary to ensure that the financial stability of the Programme is not undermined by a large increase in the area claimed by participants and to avoid any destabilising impact on land rental prices.

Note:

1. Not all qualifying lands will be paid on as payment is dependent on reaching a minimum habitat/management threshold. Land that does not reach that threshold will not be paid on.
2. There is no distinction in the system used to calculate payments between commonage and privately-owned land or between owned and leased or rented land.

Application Procedure

The farmer applies to the Programme by submitting an Expression of Interest (Appendix 1, Form BWP1). This is a single page form requesting the name, address, telephone and herd number of the applicant. The submission of this form authorises the Breeding Waders EIP Project Team to access the applicants land parcel details and maps and to prepare a Farm Plan utilising data provided by the Department. It also gives consent to the Breeding Waders EIP to share data with ACRES and NPWS to determine overlap and rule out double payments for the same actions. The Project Team will be authorised to enter onto lands to carry out pre-approval inspections.

Applicants should note that a contract offer (Appendix 1 Form BWP2), and a Breeding Waders Land Management Agreement and Wader Action Plan will be issued to successful applicants. The contract must be signed by the applicant and returned to the Breeding Waders EIP Project within 1 month of the date on the offer.

Selection Criteria

For each potential Land Management Agreement and Wader Action Plan, applicants are scored and ranked by the Breeding Waders EIP Project Team according to the selection criteria outlined below. As funding is limited, it may not be possible to accommodate all eligible applicants. Applicants will be prioritised in the following order.

1. Landholdings with the presence of Breeding Waders, where the following will also be noted and ranked:
 - Number of Waders
 - Species present
 - Habitat suitability for Breeding Waders
2. Landholdings in a critical site for Breeding Waders but without the presence of Breeding Waders
3. Proximity of landholdings to landholdings already approved in 1 or 2
4. Potential for restoration to suitable Breeding Wader habitat or available, historical data of Breeding Waders on the landholding.
5. Potential co-benefits

The Breeding Waders EIP Wader Action Plan (WAP).

The Breeding Waders EIP Wader Action Plan is prepared by the Breeding Waders EIP Project Team, it consists of a map showing individual fields, the designations relevant to the farm along with details of the activities that require consent and the conservation objectives for the area. The Wader Action Plan will be supplemented by a Land Management Agreement, and these will be prepared by an approved Breeding Waders EIP team member in conjunction with the landowner.

Stage one of this process will be the collation of relevant datasets from various state agencies inter alia looking at designations, qualifying interests (other than Breeding Wader in Wader Action Zone), water quality data and other landscape data. In these Wader Action Plans the pressures that apply, and which are impacting on negatively Breeding Wader populations will also be identified. The next stage is to analyse and understand the component parts of these negative pressures and put details and metrics on them at field scale.

The Wader Action Plans will detail the strategies for addressing the issues identified, covering landscape actions, Habitat Management actions, remedial management of habitats, Habitat Creation such as water features, and necessary infrastructural works, at a field scale. In parallel with this a detailed Predation Risk Management (PRM) will be put in place at a landscape level and farm level. Interventions in PRM and nest protection will be a key part of this project, all to increase the net breeding productivity of the breeding wader population. Data on the presence of waders will be also collected to inform on the status of each species in the farmland nationwide.

The Breeding Waders EIP Land Management Agreement (LMA)

- Participation in the Breeding Wader EIP scheme will be voluntary.
- It starts when an Expression of interest form is submitted by a farmer.
- Participants must have/retain control to farm the lands for the duration of the scheme.
- Where the participant is unable to provide this undertaking, the project may, where it considers necessary, consider a duration of <5 years, particularly in relation to PRM or other actions considered necessary in the Wader Action zone.
- Proof of the participants control of the land will be a copy of the farmers current BISS application and corresponding DAFM maps must be provided.

- Where only rental agreements can be produced with a duration of <5 years i.e. renewed annually, such agreements may be considered provided the occupier undertakes control of the land for a specified number of years. Where the landowner is not an active farmer and does not make a BISS application, land folios and details of any lease or rental agreements with other parties which apply on the land must be made available.
- Land Management Agreements will also apply to planned state lands and lands owned by semi- state bodies, such as Bord na Mona, Coillte, An Taisce, NPWS.
- Where lands are acquired by the Minister for Housing, Local Government and Heritage for the purposes of this Breeding Wader EIP a lease, rental agreement or grazing licence will, with the permission of the minister, be considered in order to carry out the required WAP management for breeding waders. Where this applies, the farmer, lessee or licence holders will be selected by competition based on criteria which among others will take account of the ability of the holder to deliver for the objectives of the Breeding Wader EIP project.

The Breeding Waders EIP Contract

The Breeding Waders EIP is a European Innovation Partnership, it is a pilot project and as such all aspects of the Programme are subject to change in response to participant feedback and Programme monitoring.

Parties to the Contract. The Breeding Wader EIP Contract is between the Breeding Waders EIP and the participating farmer.

Contract Offer. The Breeding Waders EIP Project Team will select applicants as often as practicable. Successful applicants will be offered a contract for the Breeding Waders EIP. This must be signed by the applicant and returned to the Breeding Waders EIP Project.

Lapse of Contract Offer. If a signed contract is not returned to the Breeding Waders EIP Project within 1 month of being issued, the offer will lapse. The applicant is free to apply again but a further offer cannot be assured.

Contract Duration. The Contract shall run from the date that a signed contract is received by the Breeding Waders EIP Project Team until at least December 31st, 2027. If the Dept. of Agriculture, Food and the Marine and NPWS extend the Breeding Waders EIP an offer to extend the contract may be made.

Transfer of Contract. The contract is not transferable, except in cases where the entire designated area is transferred to a new owner. In these cases, the new owner may opt to continue with the contract.

Withdrawal from Contract. The participating farmer is free to withdraw from the contract after one month's notice in writing to the Breeding Waders EIP.

No further applications for payment will be considered after the receipt of this notification.

Termination of Contract. The Contract may be terminated in the event of repeated over-claims or fraudulent claims for payment.

Abandoned Contracts. If the participant has not submitted a claim for payment by December 31st each year, the contract may be deemed as abandoned. An abandoned contract may be terminated after one month's notice in writing to the participant.

Development Farms

A small number of farms will be selected by the Breeding Wader EIP project team, in agreement with the landowner, as development farms to cover the wide geographic area, the range of habitats, the Breeding Wader species occurring and the diversity of farm enterprises and management options.

Development Farms can be selected by the project team throughout the duration of the Breeding Wader EIP Project to showcase specific management and actions on these farms with wider application on other farms and to provide educational and capacity building for participants and other personnel.

Each selected Development Farm shall receive, for the duration of this role, a Development Farm payment. This payment shall:

- Recognise the participant's willingness to engage in a proactive manner with the Project Team
- Remunerate the participant for the time and effort in showcasing interventions
- Allow access to the relevant landholdings by the Project Team or appointed Advisors
- Allow Development Farm visits from future participants, contracting authorities and other interested parties.
- Allow Nest Protection trials on the landholding
- Allow mapping and aerial data of the landholding to be gathered by the Project Team.
- The cost of all approved works undertaken during the development phase will be funded by the Breeding Wader EIP.
- The Development Farm will also act as a Demonstration Farm.

ALL Development Farm Participants, upon successful completion of the development farm period, shall be GUARANTEED access to the Breeding Waders EIP Farm Plan scheme, if they so wish to join.

The primary role of a development farm is to allow the project team to expand, refine, develop and finalise the costings, specifications and payment rates for 5 components of payment, as detailed below.

The Breeding Waders EIP Payment

Payments Structure

The Breeding Waders EIP Payment is divided into 5 separate components:

1. Collaboration Payment
2. Management and Protection Payment
3. Wetlands for Waders Payment
4. Capital Actions Payment
5. Wader Bonus Payment

Collaboration Payment

The collaboration payment is an annual payment to all participants in the Breeding Wader EIP. It is a payment to acknowledge the participants time and effort in driving breeding wader outcomes on his/her land. To receive the payment, the participant agrees to:

- Engage with the Wader Project Officers, the Project Management or appointed advisor in a meaningful way in order to achieve the best possible outcome for breeding waders and/or breeding wader habitat.
- To attend workshops/training days (mandatory two per year) as required to be eligible for the full payment.
- Allow access to landholdings by the project team or appointed advisor.
- To undertake basic record keeping when required (training will be provided if necessary)
- To allow ethical nest protection to be undertaken on landholding, including use of monitoring equipment in agreed locations.
- Allow survey work to be undertaken, as deemed necessary by Project Team and/or appointed advisor.
- Allow Headstarting and associated activities to be undertaken on the landholdings
- Agrees to abide by the Terms and Conditions as laid out in this document

Management and Protection Payment

- Suite of appropriate Management Tasks allocated by Project team, (Land Management Agreement).
- Undertaken of actions following training, including assistance with professional Nest Protection, camera trap deployment and robust data collection on the farm.
- Verification of Task completion – assessed using the initial grading methodology annually/every second year, to capture and verify the management regime is being followed. The expectation would be that BW habitat is improving i.e. going from poor to fair to good etc or being maintained at very good – excellent.
- Annual Payment proportionate to the land under management for breeding waders

Wetlands for Waders Payment

- Payment for Bespoke water feature creation
- Ambition in extent and complexity to be rewarded
- Maintenance Regime initiated
- Annual Payment

Capital Actions Payment

- Wader Action Plan developed
- Suite of Appropriate Actions allocated
- Verification of Action completion
- Payment

Wader Bonus Payment

- Each plot under management by Breeding Waders EIP graded according to landscape openness, habitat connectivity, predation risk grade and naturalness.
- Annual payment for good, very good and excellent habitat.
- Good = €20 / ha
- Very good = €40 / ha
- Excellent = €50 / ha

Payment Claims

The participant, in collaboration with the relevant Wader Project Officer, Project team member or appointed advisor will jointly submit a claim for payment each year. The claim will be submitted on the Payment Claim Form (see Appendix).

Verification of Payment Claims

The Breeding Waders EIP Team will make use of Basic Income Support for Sustainability (BISS) data provided by the Department of Agriculture, Food and the Marine to determine that lands on which payment is claimed are being farmed by the applicant in the current year. The Breeding Waders EIP Team will select 20% of participants for a field-based audit of claims made in year one of the Programme, reducing to a minimum of 10% in subsequent years. Field Audits will be carried out by a Breeding Waders EIP Officer or by the Project Manager. Timing. Field audits can be carried out at any time after the submission of a claim for payment.

Notice: The Breeding Waders EIP Team will attempt to notify a participant of the date for a field audit in advance.

Habitat Grading: Habitat Grading is based on the habitat found on the date of the field audit. If the habitat is absent or damaged due to burning, land improvement or other factors it cannot be paid for. This is not a question of fault; it is because the Habitat Bonus Payment must be related to the value of the habitats present.

Changes to Grades: If an audit demonstrates that the habitat quality is different from the original or expected grade than payments will be based on the grade determined by the Breeding Waders EIP Team.

Commonage: If a farm containing a commonage is selected for a field audit, the result of the assessment of that commonage by the Breeding Waders EIP Team will be applied to all participants claiming a payment on that commonage.

Issuing of Payments

Payments will be made by electronic funds transfer.

- Payments will be made once administrative checks (including on site audits of claims) are complete.
- The payment process in respect of the Five Components of Breeding Wader Participant Payments will commence in September each year

To facilitate the issue of payments, the participant must inform the Breeding Waders EIP of their banking details and any changes to these throughout the contract. This can be done by completing the Bank Details Form (Form BWP3, Appendix 1).

Penalties

Non-attendance at trainings will result in the reduction of the collaboration payments. Payment Over claim-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 actions found, less the over claimed amount. The correction can be applied to any payment due to the participant.

Termination of Contract

In cases of fraudulent, serious or repeated over claims for payment, the Project Manager can terminate the contract. Where the participant has not submitted a claim for payment or an annual works plan by December 31st the Breeding Waders EIP may deem a contract as abandoned. After one month's notice in writing to both the participant and their advisor, the Project Manager may terminate an abandoned contract.

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 co-funded investments are not kept in place for the duration of the contract, the sums paid out will be recovered.

Department of Agriculture, Food and the Marine Audit

The Dept. of Agriculture, Food and the Marine will carry out additional audits and controls on the Breeding Waders EIP, which may include administrative and on-farm inspections.

Participant Training

The participant is required to attend a training course in each year of the Programme. There is no charge for these training courses. Attendance at training courses is incorporated into the Programme payments.

In addition, specialist courses may be provided by the Breeding Waders EIP to selected participants on Controlled Burning, Wader surveys, Nest Protection, Management of Water features, Wader identification, Control of Invasive Alien Plant Species, Management of Linear

Strips of Wild Bird Cover and Wildfire Prevention. Participants who attend a specialist training course will be paid €200 per day by the Breeding Waders EIP.

Right of Entry

Participants confirm the right of the Breeding Waders EIP Team to make such visits to their lands as are necessary for the monitoring of Breeding Waders and predator or prey species or for the verification of payment claims. The Breeding Waders EIP will attempt to give reasonable notice to participants before visits. Access for nest protection purposes will be negotiated with individual participants as required.

Appeals

Participants have the right to appeal decisions made by the Breeding Waders EIP in respect on field scores and claims for payment on actions. A participant who wishes to make an appeal must notify the Project Manager in writing within one month of the disputed decision. The appeal will be considered by an Appeals Committee.

The Appeals Committee will consist of:

- An Independent Chairperson.
- The Project Manager or a Project Officer other than the Officer who made the decision which is the subject of the appeal.
- In the event that the Project Manager made the decision, the Project Manager is deemed ineligible to sit on the Appeals Committee.
- A Project Officer or a Breeding Waders EIP Farm Advisor not linked to the decision which is the subject of the appeal.

The Appeals Committee will seek to decide on any appeal within 3 months.

Force Majeure

The participant, their advisor or a representative of their estate must notify the Breeding Waders EIP 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 Breeding Waders EIP.
- 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;
or,
- The disposal or vacation of land to satisfy a court order or legal settlement in cases of marital breakdown.

Derogations

- **Terms and Conditions:** Derogations from these terms and conditions will only be granted in exceptional circumstances. An application to the Project Manager for a derogation must be made in advance and in writing and must establish that a variation of the normal procedures would in the exceptional circumstances of the case deliver a conservation benefit.
- **Specifications:** Applications for a derogation from the specifications for a Wader Action must be in writing and must accompany the Annual Works Plan requesting approval for that action.

Changes to Contract

The Breeding Waders EIP Contract can be amended for the following reasons:

Changes to Qualifying Land Area. Changes to the contract area are permitted provided:

- Additional owned lands are declared on that year's BISS application and the annual claim form (HHP5). In these cases, the Breeding Waders EIP Team will amend the Farm Plan and allocate a grade to the additional lands.
- Reductions in land area are notified on an amended Breeding Waders Map and the annual claim form.

Note:

Additional rented or leased lands not declared in 2024 will not be paid on.

Withdrawal from the Contract.

The participant can withdraw from the Programme after one month's notice in writing to the Project Manager. No further payment claims will be accepted after such notice is received. There will be no clawback of moneys paid to date in the case of withdrawal from the Programme.

Information and Data Protection

Data concerning individual applicants will only be used for the purpose that it was collected for and will be kept confidential. Data will only be retained where there is a business case for doing so.

Under Article 36 of 2021/2116, member States (MS) are obliged not to double fund beneficiaries. Therefore, sharing of personal data with the Department may be required where farmers participate in more than one scheme.

The Breeding Waders EIP will, as part of its reporting obligations to the Dept. of Agriculture, Food and the Marine, inform the Department of payments made to individual applicants.

The Breeding Waders EIP reserves the right to use anonymised scientific data for recording, research and training purposes.

The Breeding Waders EIP reserves the right to take photographs or video images from participant's farms for claims verification, monitoring, publicity, research and training purposes. No images of a participant will be used for publicity or training purposes without the consent of the participants.

It will be necessary to share certain personal data in relation to project participants, in both directions, between the Breeding Waders EIP and the Department of Agriculture, Food and the Marine and Department of Housing, Local Government and Heritage (NPWS), to establish eligibility for payment and in order to deliver on the objectives of the project. Such data may include some or all of the following:

- Names of participants.
- Addresses of participants.
- Phone numbers of participants.
- Email addresses of participants, (where available).
- Business ID/Herd number of participants.
- LPIS ID (i.e. holdings/parcels under of participants).
- Eircode
- Agent associations
- Agent name, address, phone number, email address

The Breeding Wader EIP privacy policy can be viewed on the EIP's website at www.breedingwaders.ie

Further Conditions

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.

Interpretation

The Breeding Waders EIP may expand upon, explain, interpret or define the meaning of any aspect of the Terms or Conditions of the Programme.

Amendments

This Terms and Conditions document may be amended by the Breeding Wader EIP upon agreement with the Department of Agriculture, Food and the Marine (DAFM) and the National Parks & Wildlife Service (NPWS), of the Department of Housing, Local Government and Heritage.

All participants will be informed in writing of any such change.

Appendix 1:

*Sample Forms Used in the Breeding Waders EIP.

*Actual forms may change.

BWP1 Expression of Interest Form

BWP2 Breeding Waders EIP Contract Offer

BWP3 Bank Authorisation Form

BWP4 Payment Claim

Appendix 2:

1. Collaboration payment

- Annual payment for all participants
- Payment for engagement, basic record keeping, access, facilitation of Nest Protection, training/workshop attendance
- Agreement to T&C's
- €1,250 per year (€850 + €400 for training)

2. Wader Management & Protection payment

- All fields graded initially for breeding Waders
- Appropriate management tasks planned by project team, and landowner (Land management agreement)
- Verification of task completion
- Annual payment increasing with area under management for breeding waders (from €0 to >€3500)

3. Wetlands for Waders payment

- Payment for bespoke wetland feature creation
- Ambition in scale, extent and complexity to be rewarded
- Maintenance regime initiated
- Annual payment (€600 - €2,400)

4. Capital Actions payment

- Wader Action Plan developed
- Suite of appropriate actions allocated
- Verification of action completion
- Payment

5. Wader Bonus Payment

- Annual payment for good, very good and excellent habitat.
- Good = €20 / ha
- Very good = €40 / ha
- Excellent = €50 / ha