



HEN HARRIER PROGRAMME

Terms and Conditions

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An Roinn Talmhaíochta,
Bia agus Mara
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Food and the Marine



'The European Agricultural Fund
for Rural Development: Europe
investing in rural areas'.



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The Hen Harrier Programme

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INTRODUCTION

The Hen Harrier is a ground nesting bird adapted to open moorland and marginal grassland habitats. In Ireland, the Hen Harrier's upland breeding areas are dominated by pastoral-based livestock farming. Grazed heath and bog, and fields with rushes, scrub, hedgerow and earth bank boundaries are extremely important for Hen Harrier.

In 2007, six important breeding areas were designated as Special Protection Areas (SPAs) for this scarce upland species. The national Hen Harrier population has been declining for the last 40 years with only an estimated 108 – 157 pairs remaining. Within the SPA network the breeding population of Hen Harrier has declined by 27% since 2005. Detailed baseline studies carried out by the Golden Eagle Trust in 2017 shows the breeding population of Hen Harrier continues to be at risk within the SPA network.

The semi-natural habitats that the Hen Harrier depends on have decreased in area as demographic, economic and regulatory factors have driven changes in land use.

These changes, including coniferous forest establishment, agricultural reclamation, peat extraction and wind farm development have led to deterioration in habitat availability and quality at a landscape level. This has had an adverse impact on Hen Harrier, which as a predatory species, requires large territories to provide adequate breeding, foraging and wintering habitats.

Some of these changes in land use may also be undermining the social fabric of upland farming communities leading to reduced farm viability and lower potential for farm succession, with subsequent risk of de-population and land abandonment.

By supporting farmers and farming communities, the Hen Harrier Programme can enhance these High Nature Value farmland landscapes. By working with farmers, we can help ensure that upland management is rewarded and valued for the delivery of vital ecosystem services.

The Hen Harrier Programme provides an opportunity for farmers to derive an additional income from their land and helps to secure the economic viability of agricultural enterprises. It seeks to recognise and reward the positive role of farming, by adding real value to the Hen Harrier and its habitat.

By clearly defining and incentivising habitat quality objectives, the Hen Harrier Programme can help farmers sustain cultural landscapes and vibrant rural communities. If this can be achieved we can sustain a place within which people, the Hen Harrier and wider biodiversity can thrive.

The Hen Harrier Programme is a component of the European Innovation Partnerships initiative under the Rural Development Programme (2014-2020) under the remit of REGULATION (EU) No 1305/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL.

1. DEFINITIONS
- 1.1 'Department' shall mean the Department of Agriculture, Food and the Marine and its successors.
- 1.2 'Advisor' shall mean a person or persons who are Farm Advisory Service (FAS) approved and who have attended and completed all the relevant Hen Harrier Programme training as required by the Department and the Hen Harrier Project Team.
- 1.3 'Annual Works Plan' shall mean a document produced by an approved Hen Harrier Programme Advisor showing the location and details of actions nominated for the coming year.
- 1.4 '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.
- 1.5 'Commonage' shall mean lands owned and farmed in common.
- 1.6 'Commonage Farm Plan' (CFP) shall mean a management plan prepared by an advisor for each commonage less than or equal to 10 hectares.
- 1.7 'Commonage Management Plan' (CMP) shall mean a GLAS management plan prepared by an approved commonage advisor for each commonage greater than 10 ha.
- 1.8 'Contract' shall mean the contract between the participant and the Hen Harrier Project Ltd. It shall run from the date of receipt by the Hen Harrier Project of a signed contract until December 31st, 2022.

- 1.9 'Critical Site' shall mean a parcel with a confirmed nest/roost site (from the current or previous nesting season) or a parcel within a defined distance of a confirmed nest or roost site. A list of Critical Sites will be established by the Hen Harrier Project Monitoring Team; this list will be updated annually. For security reasons, no map of Critical Sites will be published.
- 1.10 'Farm Plan' shall mean a map based document prepared by the Hen Harrier Project Team.
- 1.11 '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 have submitted a Basic Payment Scheme Application in the current year.
- 1.12 'Farming' shall include dairy farming, livestock production, cultivation of fodder and tillage crops, and the growing of horticultural crops.
- 1.13 'Field' shall mean a management unit contained in a single land parcel.
- 1.14 'Field Score' shall mean a score calculated for a field using the appropriate scorecard for the habitat as developed by the Hen Harrier Project Team.
- 1.15 'GLAMS' shall mean the Generic Land Management Scheme, a mapping system operated by the Department.
- 1.16 'GLAS' shall mean the Green, Low-Carbon, Agri-Environment Scheme approved by the European Commission as a measure in Ireland's Rural Development Programme 2014-2020.

- 1.17 'Habitat Points' are derived from the field score. They represent the proportion of the potential habitat value attained on that field. The total of the Habitat points earned on all qualifying fields is used in the calculation of the payment due to the farmer.
- 1.18 'Hen Harrier Programme Farm Plan' shall mean a document prepared by the Hen Harrier Project Team and approved by a Hen Harrier Project Officer and the Hen Harrier Agricultural Officer or the Hen Harrier Project Manager. It is a map based document produced using the GLAMS Mapping system.
- 1.19 'Hen Harrier Programme' shall mean the measure approved by the European Commission and included in Ireland's Rural Development Programme 2014-2020. The Hen Harrier Programme is administered by the Hen Harrier Project Ltd with the Golden Eagle Trust and Brendan O'Gorman Accountant.
- 1.20 'Hen Harrier Project' shall mean employees of the Hen Harrier Project Ltd, The Golden Eagle Trust and Brendan O' Gorman Accountant engaged in the administration of the Hen Harrier Programme.
- 1.21 'Hen Harrier SPA' shall mean a Special Protection Area designated for breeding Hen Harrier under Directive 2000/60/EC (Birds and Habitat Directives).
- 1.22 'Improved grassland' shall mean intensively managed or highly modified agricultural grassland that has been reseeded and/or regularly fertilised with chemical or organic fertilisers.
- 1.23 'Lease' shall mean a term of absolute possession of the holding by the lessee from the commencement of the contract.

- 1.24 'Natura 2000' shall mean lands designated under Directive 79/409/EEC and Directive 92/43/EEC (Birds and Habitat Directives).
- 1.25 'Participant' shall mean the farmer that is participating in the Hen Harrier Programme
- 1.26 'Potential Habitat Value' shall mean the maximum number of Habitat Points that can be earned from a field as determined by the Hen Harrier Project in the Hen Harrier Programme Farm Plan.
- 1.27 'Qualifying Land' shall mean land suitable to be scored and considered for payment. It excludes buildings (and their curtilage), farmyards, commercial forest, quarries and active turbary. Land must be declared on the current BPS application.
- 1.28 'Scorecard' shall mean a system developed by the Hen Harrier Project for assessing habitat quality in different habitats.
- 1.29 'Transfer' shall mean the lease or sale or actual inheritance or anticipated inheritance of land.

2. THE HEN HARRIER PROGRAMME OVERVIEW

The Programme is based on actions undertaken by the farmer and on reaching environmental goals measured through field assessment. It will be delivered on the ground by a specialist locally-based intermediary layer which has been appointed through competitive tender (hereafter 'the Hen Harrier Project Team'). The Programme will be overseen by a Steering Group composed of representatives from the Department of Agriculture, Food and the Marine, the National Parks and Wildlife Service, Teagasc, a representative of participating farmers and Hen Harrier Programme Advisors.

The Hen Harrier Programme operates on the basis that payments are for the habitat and support actions delivered during each breeding season. All payments under the Programme are in arrears and based on the habitat quality and actions delivered by August 15th each year, i.e. the latest date for submitting a claim for payment to the Hen Harrier Project Team. The delivery of the Hen Harrier Programme is supported at farm level by three types of payments:

- A Results-based Habitat Payment
- A Supporting Actions Payment
- A Hen Harrier Payment

The Hen Harrier Programme is independent of GLAS, participation in the Programme is not linked to GLAS participation, all payments through the Hen Harrier Programme are separate from (and in addition to) GLAS. They form part of a package of supports available to farmers in Hen Harrier SPAs that also includes the BPS, ANC and GLAS schemes.

3. OBJECTIVES

The primary objectives of the Hen Harrier Programme are:

Objective 1:

To ensure the sustainable management of High Nature Value farmland in the most important breeding areas for Hen Harrier in Ireland.

Objective 2:

To promote a stronger socio-economic outlook for what are generally difficult to manage and marginally agriculturally productive upland areas.

Objective 3:

To develop an effective model for future sustainable management of Hen Harrier areas.

Objective 4:

To foster continued positive relations through locally-led solutions between the people who have managed these landscapes for generations and the relevant Government Departments. This relationship is central to maintaining and enhancing the special biodiversity that exists on these lands.

4. ELIGIBILITY CRITERIA

To be eligible for the Hen Harrier Programme applicants must be:

- 18 years of age or over on the date an expression of interest is received by the Hen Harrier Project Team.
- An active farmer. The applicant must have submitted a current application for the Basic Payment Scheme which includes a declaration of all lands farmed. This is required in each year of the participants contract.
- Farming at least one parcel containing qualifying lands within or partially within a Hen Harrier designated SPA.

5. LAND ELIGIBILITY FOR THE HEN HARRIER PROGRAMME

All lands within the SPAs designated for breeding Hen Harrier with the exceptions of buildings (and their curtilage), extensive water, farmyards, quarries and commercial forest can be considered for assessment¹. On Commonage land it is the fraction declared by the participant on their current BPS application that is considered for assessment².

Payment for the provision of linear strips of wild bird cover and the planting of new hedgerows may be made on undesignated lands where there is a clear conservation benefit. Access tracks and piping for delivering water may be delivered on non-designated land where the designated land is the ultimate beneficiary. Lands must have been declared on the applicant's current and the previous year BPS application to be considered for the Programme³.

Leased or rented land must have been declared on the applicant's BPS application the year prior to accepting a place in the Programme. 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 quality threshold. Land that does not reach that threshold will not be paid on.

Note 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.

Note 3:

BPS eligibility is not a factor in determining qualifying land for the Hen Harrier Programme.

6. APPLICATION PROCEDURE

The farmer applies to the Programme by submitting an Expression of Interest. This is a single page form requesting the name, address, telephone and herd number of the applicant. The submission of this form authorises the Hen Harrier Project Team to access the applicants land parcel details and maps and to prepare a Farm Plan on the GLAMS mapping system. It also gives consent to the Hen Harrier Project Team to enter onto lands to carry out pre-approval inspections.

Applicants should note that a contract offer and a Hen Harrier Farm Plan will be issued to successful applicants. The contract must be signed by the applicant and returned to the Hen Harrier Project Ltd within 1 month of the date on the offer.

7. SELECTION CRITERIA

For each SPA, applicants are scored and ranked by the Hen Harrier 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. Farmers who participated as development farmers during the design phase of the Programme.
2. Farmers with lands in a critical site for Hen Harrier.
3. The proportion of SPA designated land⁴ in the holding and the area of SPA designated land in the holding. Applicants in this category are scored using the following formula:

Ranking Score = (SPA designated Area/ Claimed Area) *100 + (No. of ha of SPA land X 2).

Note 4:

The calculation of the SPA area and the Claimed Area is based on the BPS land parcel data provided by DAFM. Land parcels where the parcel use was declared as buildings, farmyards, forest, gardens, quarries or roadways will be excluded from SPA area calculation.

8. THE HEN HARRIER PROGRAMME FARM PLAN

The Hen Harrier Programme Farm Plan is prepared by the Hen Harrier Project Team, it consists of a map showing individual fields and the designations relevant to the farm. The potential points available for each field are also included. The Hen Harrier Programme Farm Plan is supplemented by an Annual Works Plan, this is prepared each year by an approved Hen Harrier Programme Advisor.

9. THE HEN HARRIER PROGRAMME CONTRACT

The Hen Harrier Project 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.

9.1 Parties to the Contract. The Hen Harrier Contract is between the Hen Harrier Project Ltd and the participating farmer.

9.2 Contract Offer. The Hen Harrier Project Team will select participants monthly. Successful applicants will be offered a contract for the Hen Harrier Programme. This must be signed by the applicant and returned to the Hen Harrier Project.

9.3 Lapse of Contract Offer. If a signed contract is not returned to the Hen Harrier 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.

9.4 Contract Duration. The Contract shall run from the date that a signed contract is received by the Hen Harrier Project Team until December 31st, 2022, unless the Dept. of Agriculture, Food and the Marine extend the Hen Harrier Programme and

both parties are agreed on any proposed extension to this period.

9.5 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.

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

9.7 Termination of Contract. The Contract may be terminated in the event of repeated or serious overclaims or fraudulent claims for payment.

9.8 Abandoned Contracts. If the participant has not submitted a claim for payment or an Annual Works Plan 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 and to their farm advisor.

10. RESULTS-BASED (HABITAT) PAYMENTS

The regulations that govern the operation of the Hen Harrier Programme do not permit direct area based payments in the same manner as more traditional agri-environment schemes. Payments to farmers are based on habitat quality points earned at field level. Habitat quality relates to specific qualitative environmental goals which reflect habitat condition, landscape value/ richness of biodiversity, soil health and water quality.

- 10.1 The potential habitat points available for each field are related to the type of habitat present and to its foraging potential for Hen Harrier. On Commonage land, the Potential Habitat Points are adjusted according to the participant's share of the commonage (as per their current BPS application). Other than this, Commonage will be treated in the same manner as privately-owned land.
- 10.2 The potential habitat value for each field is determined by the project team using BPS data provided by the Department at the outset and will be detailed on the Farm Plan. The potential points for each field may vary from year to year in response to changes in the gross area of the parcel made by DAFM. The actual points earned each year are related to the habitat type and the habitat quality of the field as determined by the participant and their advisor or by a Hen Harrier Project Officer.
- 10.3 The habitat points available for each habitat type (per hectare) are outlined in Table 1. To avoid the risk of double payments, there is a reduction in the points available on certain habitat types for GLAS participants.⁵

Table 1 : Relative Habitat Value.

Habitat Type	Relative Habitat Value	
	NOT IN GLAS	GLAS
Scrub / Woodland	50	50
Bog / Heath	75	60
Wet Grassland	100	60
Species-rich Grassland	150	90

Note 5:

To avoid a double payment with GLAS the equivalence principle will be applied in respect of Grassland and Bog/ Heath habitats for GLAS participants. The Grassland Scorecards allocates 40% of the potential score to vegetation structure, which is co-delivered through GLAS, therefore a 40% reduction in the points allocation on grassland will apply. The Bog/ Heath Scorecard allocates 20% of the potential score to vegetation structure. As this is co-delivered through grazing as per the GLAS specifications, a 20% reduction in the points allocation on this habitat will apply.

- 10.4 A Field Score. This is determined annually using the appropriate Scorecard by a trained Hen Harrier Programme Advisor or a Hen Harrier Project team member. All qualifying lands are scored from 0 to 10 based on their ecosystem services value. This score determines the number of habitat points earned in respect of that field. No points will be allocated in respect of lands with a field score less than 4.

On critical sites, the Project Team may develop a customised scoring system based on the characteristics and value of the site. The Hen Harrier Project Team will assess the field score on commonages, this will be done at least twice over the duration of the project. An Advisor will only be required to produce an Annual Works Plan for the Commonage.

10.5 The criteria used in the annual scoring process varies for each habitat type and includes:

Table 2. List of criteria considered in the habitat score cards.

Presence and cover of Positive Indicator Species	Invasive species.
Presence and cover of Negative Indicator Species.	Sward Structure.
Evidence of under grazing including Plant Litter.	Scrub value.
Damage caused by supplementary feeding.	Hydrology.
Burning Management	Evidence of overgrazing, e.g. Erosion
Dumping.	Other Damaging Activities

10.6 On fields containing a confirmed nest or roost site the normal assessment and scoring system may be adjusted to reflect the importance of the site.

10.7 The Habitat Points earned on each field are a proportion of the Potential Habitat Value for that field.

$$\text{Habitat Points} = \text{Potential Habitat Value} \times (\text{Field Score} / 10)$$

10.8 The Habitat Points earned at farm level are the sum of the points for all scored fields.

10.9 Habitat points are converted into a Results-Based Habitat Payment as follows:

Table 3. Monetary Value of Points

Habitat Points	€ Euro / point
1 - 1,000	€ 2.25
1,000 - 2,000	€ 1.50
2,001 and above	€ 1.00

Minimum Transaction Contribution. Participants in the Programme face transaction costs including the cost of their advisor and their own time in attending training and engaging with the project and with their advisor. These costs are incorporated into the habitat payment. However, the relationship between transaction costs and available points is not linear as all participants face certain minimum transaction costs. As a result, participants with small areas may not be adequately recompensed. To address this a minimum contribution to transaction costs (MCT payment) will be made to participants with less than 20 hectares.

Table 4. Minimum Transaction Contributions are calculated as follows:

Area (hectares)	MCT Payment
0 - 5	€ 300
5.1 - 20	€ 300 minus € 20 per hectare of eligible land over 5 hectares
>20	€ 0

The MTC payment will be made on top of the Habitat payment. It is dependent on the participant attending a training course in the previous 12 months and submitting a habitat assessment for the most recent breeding season.

11. SUPPORTING ACTIONS

The participant in the Hen Harrier Programme receives an annual works allowance based on the area of Hen Harrier SPA land included in the Hen Harrier Programme. The annual allowance is €40 per hectare (generated on commonage land first) up to an annual maximum of €1,600. The participant nominates actions on their Annual Works Plan. These are then paid on the following Autumn on certification by the participant and their Advisor that the works have been delivered. Participants will not be eligible for an Annual Works payment until year 2 of the Programme.

11.1 General Conditions

- The Annual Works Plan must have been submitted before the end of the previous calendar year.
- The proposed works must have been approved by the Hen Harrier Project Team.
- The participant and their advisor certify that the works have been completed by Sept 30th.

11.2 Rate of Support. The Hen Harrier Project will co-invest with the participant in the provision of infrastructure that enhances the farmer's capacity to deliver environmental benefits. Support for these actions ranges from 25-50%. Support for Actions which directly enhance Hen Harrier habitat will be 100% funded subject to the overall cap on funding for Actions. A full list of available actions can be found in Appendix 1.

11.3 Proposed works in excess of the annual allowance. Where it is practical, the participant can plan for and deliver works in excess of their annual allowance for that year and draw down

the payment over a number of years.

Approval of Proposed Works. Works must not commence until approval is issued from the Hen Harrier Project Team. This is required to ensure that proposed actions can be evaluated for their suitability, screened for appropriate assessment and checked to ensure no double payment with TAMS funded investments. The Hen Harrier Project will assist the participant with obtaining required consents from regulatory bodies. However, it remains the applicant's responsibility to ensure that required consents, e.g. Felling Licences, Planning Permissions are in place before work commences. All Annual Works plans will be subject to assessment before approval. Where necessary, this assessment may involve a site visit. The Hen Harrier Project Team may refuse, attach conditions or modify a proposed action if:

- It is considered that the proposed action would not deliver worthwhile environmental benefits or could not follow the specifications for that action.
- The proposed action could cause damage to an existing habitat or carry a risk of disturbance to a Hen Harrier Nest or Roost site.
- The proposed action could cause damage to an archaeological site or a National Monument.
- 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, e.g. a proposal to plant a hedgerow on a bog.

- 11.5 Payment for Actions will be made in the Autumn following certification by the participant and their advisor that the works have been delivered. In the case of the Planting New Hedgerows and Willow Firebreak Actions, 60% of the payment will be made following planting with the remaining 40% paid two years later when establishment is confirmed. This means that unless the project is extended, Hedgerow or Willow Firebreaks can only be planted in the 2018/ 2019 & 2019/ 2020 planting seasons.
- 11.6 Retention of co-funded infrastructure. Co-funded infrastructure must be kept in place for the remainder of the contract unless prior written consent has been given by the Hen Harrier Project for its removal.
- 11.7 Works on Commonage Land. Payments can only be made for actions on commonages where all Hen Harrier Programme participants on the commonage agree to them and where there is no evidence that non-participants have an objection. The Hen Harrier Project will support groups who wish to work together on a voluntary basis to deliver Supporting Actions on commonage lands. While co-operative actions will be encouraged and supported, they are not compulsory. Applications for Supporting Actions on Commonage will have to be cross-checked against the relevant Commonage Management Plan or Commonage Farm Plan to ensure no double payment. If the most recent habitat assessment of the commonage is 7 or less then at least 75% of the allowance for supporting actions generated on the commonage must be allocated to works on that commonage.

11.8 Additional actions may be included from year 2 of the Hen Harrier Project onwards in consultation with participants. Farmers can propose additional actions at any time for consideration by the Hen Harrier Project Team. Such proposals must be based on a comprehensive estimate of labour and materials costs. If approved participant designed actions will be paid on certification of delivery.

12. THE HEN HARRIER PAYMENT

The Hen Harrier Payment is awarded annually to qualifying participants. It is a dividend linking the success of Hen Harrier locally and at SPA level with participant effort. It recognises and rewards the contribution made by farmers in the provision of quality habitats, reducing disturbance and engagement with a multi-faceted approach to Hen Harrier conservation. This payment is not guaranteed, it is a dividend paid out where Hen Harrier presence and success demonstrate the delivery of desired outputs. The determination of eligibility for the Hen Harrier Payment is based on a robust annual Hen Harrier monitoring campaign carried out by the Hen Harrier Project.

12.1 The fund available for the Hen Harrier payment will be published each year prior to the breeding season commencing. The Hen Harrier Payment has two components. The available funds will be split between the two components. These are:

- A Local Nest or Winter Roost Payment.
- An SPA Level Payment.

The participating farmer may qualify for one or both payments.

Participants qualify for the Local Nest or Winter Roost Payment is based on having at least 1 field with a field score of 6 or higher and land within a defined distance of a breeding site/ winter roost site⁶ or a successful nest site.⁷ Proximity to multiple sites will qualify a participant for multiple payments (up to the cap). The decision on who qualifies for this payment and the size of the payment will be made each Spring by the Hen Harrier Project Team. This decision will be informed by monitoring results and local conservation priorities. The details of this decision will be reported to the Steering Committee.

- Each participant with qualifying land within a defined distance of a breeding site or a roost site receives 1 share of the fund.
- Each participant with qualifying land within a defined distance of a successful Hen Harrier nest receives 2 shares of the fund.

Note 6:

A breeding site is a confirmed nest site or centre point of observed evidence of breeding behaviour identified during that breeding season. A winter roost is a confirmed site where Hen Harrier are frequently observed at night during the non-breeding season.

Note 7:

A successful nest site is defined as a nest where at least 1 Hen Harrier chick was confirmed fledged.

- 12.3 The SPA Level Payment rewards participating farmers whose SPA continues to support a stable or increasing Hen Harrier population. It recognises the contribution of participants delivering high quality habitats that support this achievement. If SPA level goals are achieved, then all participating farmers with a field scoring 6 or higher in that SPA will qualify for this dividend.
- 12.4 The goal for each SPA will be determined annually by the Hen Harrier Project Team and approved by the Steering Committee. This decision will be informed by robust annual monitoring data from the Hen Harrier Project.
- 12.5 The SPA Level Payment fund is divided equally between all qualifying participating farmers across all 6 SPAs.
- 12.6 The award of the Hen Harrier Payment (both components) is capped at €1,200 for each participant per year or €60 per ha of land receiving a habitat payment, whichever is lower.
- 12.7 Payment of the Hen Harrier Payment.⁸ The Hen Harrier Payment is paid to a qualifying participant in the spring of the following year.

Note 8:

This will clearly identify that the payment is directly linked to Hen Harrier presence and success at local and SPA level.

13. PAYMENT CLAIMS

- 13.1 Private Land Payment Claims (Habitat Payment). The participant and their advisor will jointly submit a claim for payment each year on a date of their choosing between May 15th and August 15th. The claim shall include the habitat scores for each "field" and confirmation that the approved actions have been delivered. The claim must be made in accordance with the Hen Harrier Project requirements.
- 13.2 Annual Works Payment. Claims for Annual Works can be submitted up to Sept 30th annually. Ideally, they will be made at the same time as the Habitat Payment claim but this is not essential. The claim must be made in accordance with the Hen Harrier Project requirements.
- 13.3 Commonage Payment Claims. In the case of commonages, a member of the Hen Harrier Project Team, or a suitable person nominated by the Project Manager will score the commonage. Commonage will be scored at least twice over the course of the Programme, once at the beginning of the Programme and the year before the Programme ends. If improvements have taken place additional assessments can be requested.
- 13.4 Claims for Annual Works Plans on Commonages can only be made through one Hen Harrier Programme Advisor. Payments for actions can be made to one or more participants subject to agreement between the Hen Harrier Project and the Programme participants on the Commonage
- 13.5 Late claims will not be accepted.

14. VERIFICATION OF PAYMENT CLAIMS

The Hen Harrier Project Team will select up to 15% of participants for a field-based verification of claims made in year one of the Programme, reducing to a minimum of 5% in subsequent years. Verifications will be carried out by a Hen Harrier Project Officer, by the Project Manager or by a suitable person nominated by the Project Manager.

14.1 Timing. Verifications can be carried out at any time.

14.2 Notice. The Hen Harrier Project Team will attempt to notify a participant of the date for a verification visit in advance.

14.3 Habitat Assessment. Habitat Quality Points are based on the habitat found on the date of the verification visit. 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 this is a results-based scheme and payment must be related to the value of the habitats present.

14.4 Changes to earned points. If a verification demonstrates that the habitat quality is different than that claimed by the participant, then the points earned will be based on the assessment made by the Hen Harrier Project Team.

14.5 Commonage. If a farm containing a commonage is selected for a verification visit, only the private land on the farm will be audited.

15. ISSUING OF PAYMENTS

The Hen Harrier Project Team will make use of Basic Payment Scheme data provided by DAFM to determine that lands on which payment is claimed are being farmed by the applicant in the current year. Payments will be made by electronic funds transfer.

- Payments will be made once administrative (including verifications of claims) checks are complete.
- The payment process in respect of Habitat Quality and Supporting Actions delivered will commence in the Winter of each year.
- Hen Harrier Payments will be issued the Spring of the following year.

To facilitate the issue of payments, the participant must inform the Hen Harrier Project of their banking details and any changes to these throughout the contract. This can be done by requesting the Bank Details Form from the office and returning it completed.

The Hen Harrier Project may be required by the Dept. of Agriculture, Food and the Marine to deduct sums from annual payments towards the settling of debts owed by the participant to the Dept. of Agriculture, Food and the Marine.

16. PENALTIES

The only penalties that apply in the Programme are in respect of:

16.1 Non-attendance at training – 10% reduction in all payments.

16.2 Payment Overclaim. If the number of points claimed by a participant and their advisor exceeds the number of points as assessed by the Hen Harrier Project Team by less than 10%, then the points as assessed by the Hen Harrier Project Team shall be paid on. If the number of points claimed by a participant and their advisor exceed the points as assessed by the Hen Harrier Project Team by more than 10% then a deduction from the assessed points equal to the overclaim shall be made, possibly resulting in no payment on that field, that year.⁹

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 overclaimed amount. The correction and penalty can be applied to any payment due to the participant.

16.3 Where necessary, the Steering Committee can review and approve amendments on this policy on an annual basis.

Note 9:

The penalty is for the act of making an excessive claim and not for non-compliance with the farming aspects of the contract.

17. TERMINATION OF CONTRACT

In cases of fraudulent, serious or repeated overclaims 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 Hen Harrier Project may deem a contract as abandoned. After one months notice in writing to both the participant and their advisor, the Project Manager may terminate an abandoned contract.

18. OVERPAYMENTS

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 deducted from future payments.

19. BIODIVERSITY AUDIT

Participating farms may be selected for an independent biodiversity audit in any year of the Programme. This shall be carried out by an independent expert external to the project. These audits are to inform the development of the project and for reporting purposes. They are independent of the habitat quality verification process and will have no impact on payments.

20. DEPT. OF AGRICULTURE, FOOD AND THE MARINE AUDIT

The Dept. of Agriculture, Food and the Marine will carry out additional audits and controls on the Hen Harrier Programme, which may include on-farm visits.

21. PARTICIPANT TRAINING

The participant is required to attend a training course in each year of the Programme. There is no charge for training courses. Attendance at training courses is incorporated into the Programme payments. Specialist courses may be provided by the Hen Harrier Project to selected participants on Controlled Burning, Nest Protection, 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 €100 per day by the Hen Harrier Project.

22. HEN HARRIER PROGRAMME ADVISORS

The participating farmer is free to select an advisor from a list of approved advisors maintained by the Hen Harrier Project. This list will be available on the Hen Harrier Project website or on request from the Hen Harrier Project Team. All Advisory costs are borne by the participant, the cost of advisory support has been incorporated into the Programme payments. The Hen Harrier Project is not responsible for the actions of Advisors.

22. (CONT) The participant must authorise a Hen Harrier Programme Advisor to act on their behalf and to have access to data concerning their farm and their participation in the Programme. This authorisation requires the submission of a signed Auth1 form to the Dept. of Agriculture, Food and the Marine. This must be done prior to the advisor assessing their farm in the first summer in the Programme.

22.1 Advisor Payment Trials. The Hen Harrier Project may trial innovations relating to advisory payment mechanisms over the Programme term.

23. RIGHT OF ENTRY

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

24. APPEALS

Participants have the right to appeal decisions made by the Hen Harrier Project to an independent Appeals Commissioner in respect of decisions made by the Hen Harrier Project Team on field scores and claims for payment on actions. A participant who wishes to make an appeal must first exhaust all mechanisms existing within the Hen Harrier Project. This means that the participant or their advisor must write to the Project Manager requesting a formal review of the disputed

decision. If the participant disputes the decision made by the Project Manager they can appeal to the Appeal Commissioner. The Appeals Commissioner will seek to decide on any appeal within 3 months. The participant has the right to further appeal any decision to the Office of the Ombudsman. There is no right of appeal to the Agriculture Appeals Office as that office can only consider appeals in respect of a decision of an Officer of the Dept. of Agriculture, Food and the Marine.

25. FORCE MAJEURE

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

26. DEROGATIONS

26.1 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.

26.2 Specifications. Applications for a derogation from the specifications for a Supporting Action must be in writing and must accompany the Annual Works Plan requesting approval for that action.

27. CHANGES TO CONTRACT

The Hen Harrier Programme Contract can be amended for the following reasons.

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

- Additional owned lands¹⁰ may be eligible if a BPS application and maps of any additional owned land are sent to the Hen Harrier Project as soon as they are available.
- Once declared on the previous years BPS application they may be scored that year. In these cases, the Hen Harrier Project Team will amend the Farm Plan and allocate Potential Habitat Points to the additional lands.
- The Hen Harrier Project team should be notified of reductions in land area with details on the field numbers no longer in the Programme where relevant. The necessary amendments will be made to the farm plan and claims will no longer be paid on that land.

Note 10:

Additional rented or leased lands not in the farm plan the year the contract is signed will not be paid on.

28. HEN HARRIER PROJECT TEAM

The Hen Harrier Project is a partnership consisting of:

- The Hen Harrier Project Ltd. are responsible for the administration of the Hen Harrier Project.
- The Golden Eagle Trust are responsible for Hen Harrier monitoring and contribute to advisor and certain specialist training roles.
- Brendan O’Gorman Accountants manage the payment system for participating farmers and certain administrative functions for the project.

The Hen Harrier Project Ltd. employs a Project Manager and Project Officers. Each SPA shall have a dedicated Project Officer assigned to supporting advisors, farmers and other stakeholders. The Hen Harrier Project is based in:

2 Oran Point
Main St
Oranmore
Co. Galway
H91 R6XH

29. INFORMATION AND DATA PROTECTION

Data concerning individual applicants will only be used for the purpose that it was collected and will be kept confidential. Where a signed contract is not returned to the Hen Harrier Project within 1 month of the offer, the applicants file on the GLAMS mapping system will be deleted. The Hen Harrier Project 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 Hen Harrier Project will allow read-only access National Parks and Wildlife Service Regional Staff for approved Hen Harrier Programme Annual Works Plans. The Hen Harrier Project reserves the right to use anonymised data for reporting, research and training purposes. The Hen Harrier Project 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 participant.

30. FURTHER CONDITIONS

The Hen Harrier Project may amend the Terms and Conditions Document at any time. Any such amendment will be published on the Hen Harrier Project Website (www.henharrierproject.ie) and participants and advisors notified in writing. 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.

31. INTERPRETATION

The Hen Harrier Project may expand upon, explain, interpret or define the meaning of any aspect of the Terms or Conditions of the Programme.

APPENDIX 1:

Actions Supported by the Hen Harrier Project



SUPPORTING ACTIONS: LINEAR FEATURES AND PREY SUPPORT

Action	Cost of Delivery*	Support	Net Payment
Linear Strips of Wild Bird Cover. Support under this action can include payments on undesignated land in parcels containing or adjacent to SPA lands. Minimum Area of 0.1 Ha, must be digitised out on the BPS system to avoid difficulties with ANC and GLAS schemes.	€3.59 / m	100%	€3.59 / m
Planting new hedgerows, new hedgerows cannot be on the same boundary as hedges supported through GLAS 1. This can include payments on undesignated land in parcels containing or adjacent to SPA lands.	€5 / m / year 60% in year of delivery 40% 2 years later (on confirmation of establishment)	100%	€5 / m / year
Cutting Rides through Scrub	€140 / 100 m	100%	€140 / 100 m
Fence Markers	€50 / 100 m	100%	€50 / 100 m
Grit Stations max of 20 stations.	€5 / station	100%	€5 / station
Pheasant Feeders. Max of 5 per farm.	€40 / feeder / year	100%	€40 / feeder / year

*(Unit cost unless otherwise indicated)



SUPPORTING ACTIONS: FARM INFRASTRUCTURE FOR DELIVERING OPTIMAL GRAZING

Action	Cost of Delivery*	Support	Net Payment
Improvements to access, tracks/ culverts etc	€8 / m	25%	€2 / m
Gates (Invoice needed)	€299	50%	€149.50
Fencing, (Post and Wire), Not available where the participant has availed of the TAMS Sheep fencing grant.	€8.01 / m for Hill Sheep Enterprises €5 / m for all other Enterprises	50%	€4.00 €2.50 / m
Pasture Pump	€350	50%	€175
Hydraulic Ram Pump	€500	50%	€250
Water Troughs:			
Rectangular (Plastic) 450 gal	€530	50%	€265
Rectangular (Plastic) 350 gal	€450	50%	€225
Rectangular (Plastic) 250 gal	€400	50%	€200
Rectangular (Plastic) 180 gal	€335	50%	€167
Rectangular (Plastic) 90 gal	€120	50%	€60
Rectangular (Concrete) 550 gal	€490	50%	€245
Rectangular (Concrete) 400 gal	€380	50%	€190
Rectangular (Concrete) 300 gal	€350	50%	€175
Rectangular (Concrete) 240 gal	€275	50%	€137.50
Rectangular (Concrete) 150 gal	€215	50%	€107.50
Storage Tank (Plastic) 6,000 l (1320 gal)	€1,200	50%	€600
Storage Tank (Plastic) 3,000 l (660 gal)	€596	50%	€298
Storage Tank (Plastic) 1,360 l (300 gal)	€270	50%	€135
Storage Tank (Concrete) 2,500 gal	€3,075	50%	€1,535
Storage Tank (Concrete) 1,800 gal	€2,214	50%	€1,107
Storage Tank (Concrete) 1,100 gal	€1,353	50%	€676

*(Unit cost unless otherwise indicated)



SUPPORTING ACTIONS: FARM INFRASTRUCTURE FOR DELIVERING OPTIMAL GRAZING (CONTINUED)

Action	Cost of Delivery*	Support	Net Payment
Hydrodare Piping:			
½ inch Normal 150 m roll	€60	50%	€30
½ inch Heavy 150 m roll	€110	50%	€55
¾ inch Normal 150 m roll	€110	50%	€55
¾ inch Heavy 150 m roll	€160	50%	€80
1 inch Normal 150 m roll	€178	50%	€89
1 inch Heavy 150 m roll	€230	50%	€115
Stop Valves:			
Labour	€12.40 / hour	50%	€6.25
Targeted grazing infrastructure (solar powered electric fencing etc)	€500	50%	€250

*(Unit cost unless otherwise indicated)

SUPPORTING ACTIONS: HABITAT ENHANCEMENT

Action	Cost of Delivery*	Support	Net Payment
Grazed Fuel breaks	€82.30 / 100m	100%	€82.30 / 100m
Planting Willow Firebreaks	€5 / m / year	100%	€5 / m / year
Restoration of Peatlands:			
Drain Blocking	€76 / 100m	100%	€76 / 100m
Safer Nesting Sites, measures to promote the development of nesting habitat remote from Commercial Forest Plantation.	€500 in year of delivery, €100 per afterwards	100%	
Flail Cutting. Not available in Rush where the GLAS Hen Harrier measure is being claimed	€300 per farm per year	50%	€150 per farm per year
Controlled Burning A strip is approx 20 m wide and 80m long. A maximum of 3 strips per Hectare can be funded.	€110 per strip	100%	€55 per strip

*(Unit cost unless otherwise indicated)



Notes:



Notes:



Hen Harrier Project
Unit No. 2 Oran Point
Main St
Oranmore
Co. Galway
H91 R6XH



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



'The European Agricultural Fund
for Rural Development: Europe
investing in rural areas'.

