



**Terms and Conditions for Tranche 3  
of**

## **GLAS**

**GREEN, LOW-CARBON AGRI-ENVIRONMENT SCHEME**

**Introduced by the**

**MINISTER FOR AGRICULTURE, FOOD AND THE MARINE**

**In implementation of**

**Council Regulation (EU) No 1305/2013 and Commission Regulations (EU) No 807/2014, 808/2014  
and 640/2014**

**DATE: 3 November, 2016**

GLAS payments will be co-funded by the National Exchequer and the European Agricultural Fund for Rural Development (EAFRD) of the European Union under Ireland's Rural Development Programme 2014-2020

The Department has prepared this document as an aid to ensure that farmers and advisors are aware of the requirements and conditions attaching to the payments concerned and to assist in completing applications for the GLAS scheme. All applications to join the scheme must be submitted by a GLAS advisor on behalf of the farmer and, in authorising such, the applicant also accepts that he/she is familiar with the Terms and Conditions outlined in this document and will comply fully with them. If applicants have any queries in relation to their application please telephone Lo call 0761 064451 or contact [glas@agriculture.gov.ie](mailto:glas@agriculture.gov.ie).

In the event that there are any changes to these Terms and Conditions they will be publicised immediately on the Department's website.

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

**1. General Outline and Legal Basis**

- 1.1. These are the administrative provisions for the implementation of the Scheme known as GLAS drawn up in accordance with Regulation (EU) No 1305/2013 of the European Parliament and of the Council of 17 December 2013.
- 1.2. This document constitutes the framework for the application of the detailed rules contained in Commission Regulations (EC) Number(s) 640, 807 and 808 of 2014 and should be read in conjunction with the Agri-Environment Specifications which are published separately on the Department's website ([www.agriculture.gov.ie](http://www.agriculture.gov.ie)) and set out the requirements for each scheme commitment.
- 1.3. These Terms and Conditions only apply to applications submitted under tranche 2 of the scheme.

**2. General Provisions**

- 2.1. The Scheme shall be administered by the Department and shall operate throughout the State.
- 2.2. The Scheme is jointly funded by the European Union and the National Exchequer.
- 2.3. The funding for the Scheme is limited and applications will be accepted subject to the maximum overall budget available per full calendar year.
- 2.4. GLAS is structured as a 'package' and offers a maximum payment of €5,000 per applicant per full calendar year, except where GLAS+ applies (see below). However, in the case of Registered Farm Partnerships the maximum amounts referred to above may be multiplied by the number of farm holdings brought to the Partnership subject to a maximum of 3
- 2.5. Some farmers undertaking particularly challenging actions may qualify for GLAS+ and for a top up payment of up to €2,000 per year. Typically GLAS+ will apply where the Priority Environmental Assets on the farm require the farmer to deliver a particularly high level of environmental commitment.
- 2.6. Where a farmer undertakes a combination of Minimum Tillage and Catch Crops actions and the value of this combination exceeds €5,000, GLAS + may apply where a minimum of 10ha of each action is delivered and subject to a maximum of 36ha of each action.
- 2.7. Commitments shall be for a minimum period of five years.
- 2.8. Participation in the Scheme is voluntary.

**3. Definitions**

For the purpose of the Scheme:

- 3.1. 'Department' shall mean the Department of Agriculture, Food and the Marine, except where stated otherwise.
- 3.2. 'Minister' shall mean the Minister for Agriculture, Food and the Marine.
- 3.3. 'GLAS' shall mean the Green, Low-Carbon, Agri-Environment Scheme approved by the European Commission as a measure included in Ireland's Rural Development Programme 2014 – 2020
- 3.4. 'GLAS+' is a mechanism to provide additional compensation in return for exceptional environmental commitment.
- 3.5. 'Eligibility' shall mean elements essential to allow a contract to take place, the disrespect of which will result in exclusion from the scheme.

- 3.6. 'Annual Payment Claim' shall mean a claim for GLAS payment submitted under the Basic Payment Scheme (BPS) Application in accordance with Articles 12 to 14 of Commission Regulations (EU) No 809/2014.
- 3.7. 'Application' shall mean an application for support prepared and submitted by an Advisor.
- 3.8. 'Commonage' which may be eligible for payment shall mean lands included in the Department's commonage container and farmed in common.
- 3.9. 'Commonage Management Plan' (CMP) shall mean a management plan prepared by an approved commonage advisor for each commonage as delineated on the Department's online GLAS mapping system.
- 3.10. 'Commonage Farm Plan' (CFP) shall mean a management plan prepared by an Advisor for each commonage less than or equal to 10 hectares
- 3.11. 'Family Member' shall mean spouse, civil partner, parent, brother, sister, son, daughter, grandchild or favoured nephew/niece.
- 3.12. 'Farm' or 'Holding' shall mean all the production units in the State that are under the control of the applicant farmer.
- 3.13. 'Farmer' shall mean an individual agricultural producer, whether a natural or legal person or a group of natural or legal persons, whatever legal status is granted the group and its members by national law whose holding is within the State.
- 3.14. 'Farming' shall include dairy farming; livestock production; cultivation of fodder and tillage crops, and the growing of horticultural crops.
- 3.15. 'IACS' shall mean the Integrated Administration and Control System established under Council Regulation (EC) No 1306/2013 and Commission Regulation No 809/2014.
- 3.16. 'Natura 2000' shall mean lands designated under Directives 79/409/EEC, 92/43/EEC and 2000/60/EC (Birds, Habitats or Water Framework Directives) as delineated on the Department's online GLAS mapping system.
- 3.17. 'Advisor' shall mean a person or persons who are Farm Advisory Service (FAS) approved and who have attended and completed all the relevant GLAS training as required by the Department.
- 3.18. 'Commonage Advisor' shall mean an Advisor who has completed the Department's Commonage Training module and is registered on the Department's central database as approved to prepare GLAS Commonage Management Plans.
- 3.19. 'Partnership' shall mean a legal partnership registered on the Register of Partnerships maintained by the Department.
- 3.20. 'Utilisable Agricultural Area' (UAA) shall mean the area of land declared by the farmer as the parcel reference area in the annual Basic Payment Scheme application submitted to the Department.
- 3.21. 'GLAS Commonage Area' is the area of commonage defined by the Department as eligible for payment under GLAS and which will include areas of non-UAA land.
- 3.22. 'Transfer' means the lease or sale or actual inheritance or anticipated inheritance of land.
- 3.23. 'The Specification' means the detailed specification drawn up by the Department for the delivery of actions under the Scheme (full specification can be found at [www.agriculture.gov.ie/farmerschemespayments/glas](http://www.agriculture.gov.ie/farmerschemespayments/glas)).
- 3.24. 'Maximum Eligible Area' (MEA) shall mean the maximum area within a digitised parcel that can be claimed under the Basic Payment Scheme.
- 3.25. 'Whole of Parcel' shall mean the MEA, Reference Area or Commonage Area within a digitised parcel at the time of application.
- 3.26. 'Part Parcel' shall mean the MEA, Reference Area or Commonage Area within that part of the parcel delineated on the GLAS mapping system at the time of application

#### 4. **Description of Scheme**

GLAS is structured around a hierarchy of three tiers, with Tier 1 receiving priority over Tier 2, and Tier 2 over Tier 3. This structure is designed to ensure the targeted and prioritised delivery of environmental benefits drawing from the extensive preparatory analysis underlying the RDP. A summary outline of the Scheme Tiers and Actions is at Annex 1A.

Tier 1 is the most important Tier, comprising of all the Priority Environmental Assets identified for support through GLAS, targeting vulnerable landscapes (including commonages), important bird-species and protection of high-status watercourses. Tier 1 also identifies a series of Priority Environmental Actions for specific cohorts of farmers, targeting climate change mitigation and farmland birds.

Tier 2 is the next most important tier and focuses on water-quality, through protection of predetermined vulnerable water-courses, while also accepting proposals from other farmers who are prepared to take on predetermined actions again targeting climate change mitigation and supporting farmland birds.

Tier 3 comprises a menu of complementary environmental actions for applicants approved into Tiers 1 and 2, as well as a channel for entry to the Scheme in its own right. It consists of actions such as the protection of traditional hay meadows, low-input permanent pastures, important landscape features like archaeological monuments, hedgerows and stone-walls, as well as provision of bird, bat and bee nesting facilities and the planting of small groves of native trees.

There is an internal hierarchy within GLAS of 'Assets over Actions'. For example, in the case of Tier 1, expenditure will be targeted at the Priority Environmental Assets first before accepting intake from farmers adopting the Priority Environmental Actions.

#### 5. **Objectives of Schemes**

The objectives of the Schemes are:

- 5.1. To encourage actions at farm level that promote biodiversity, protect water quality, and help combat climate change.
- 5.2. To contribute to positive environmental management of farmed Natura 2000 sites and river catchments in the implementation of the Birds Directive, Habitats Directive and Water Framework Directive.
- 5.3. To promote and sustain attitudinal change amongst farmers.
- 5.4. To achieve a balanced and effective environmental programme over the period of the RDP.

#### 6. **Core Requirements**

All applicants must:

- 6.1. Engage the services of an approved Advisor to prepare and submit the application for support
- 6.2. Undertake to have a Farm Nutrient Management Plan prepared for the holding before the end of the first full calendar year in the scheme. Actions involving reduced fertiliser inputs will be subject to a compulsory mid-term review of the nutrient management plan, as directed by the Department.
- 6.3. Attend training in environmental practices and standards before the end of the second full calendar year in the scheme.
- 6.4. Maintain records of delivery of commitments undertaken.

7. **Eligibility**

To be eligible to participate a farmer shall:

- 7.1. Be aged eighteen years or over on date of submission of the application for support.
- 7.2. Be the holder of an active herd number with Herd Owner status. Herd Keeper is not acceptable.
- 7.3. Have all lands farmed declared in the applicant's name on the Integrated Administration and Control System (IACS).
- 7.4. All participants currently in the Agri-environment Options Scheme (AEOS) and the Rural Environmental Protection Scheme (REPS) may apply to join GLAS. AEOS and REPS participants must exit their existing contracts before a new GLAS contract can commence.
- 7.5. GLAS 1 or GLAS 2 participants shall not be eligible to apply under Tranche 3 with the exception of those participants with newly identified priority environmental assets on their farms or tillage farmers with sufficient land area to increase the areas under minimum tillage and catch crops to the level required to qualify for GLAS+.
- 7.6. Farmers participating in the National Parks and Wildlife Service Farm Plan Scheme and similar schemes (such as Corncrake) may submit an application for GLAS but if approved cannot draw down payment under both schemes. Advice should be sought from the Department if there are any doubts about compatibility of any scheme.
- 7.7. GLAS actions cannot be undertaken on land parcels declared in the Bioenergy Scheme

8. **Application Procedure**

- 8.1. Application for support under the Scheme and payment claims shall be in accordance with Title II of Commission Regulation (EU) No 809/2014.
- 8.2. All applications must be made via the Department's online system and prepared by a registered GLAS advisor in accordance with these Terms and Conditions and the Specification. It is in the farmer's own interests to satisfy him or herself that the advisor they engage has current Professional Indemnity Insurance.
- 8.3. All applications are made on an individual basis, but in the case of commonages greater than 10 hectares the application includes a commitment to join a Commonage Management Plan with other like-minded share-holders. A target of 50% of active share-holders or 50% of the area has been set but inability to achieve this where a genuine effort has been made will not be an obstacle to participation. Where the total digitised area of a commonage is 10 hectares or less, there is no requirement to join a Commonage Management Plan. In such cases, each shareholder may opt to satisfy his or her individual obligation through a Commonage Farm Plan prepared as part of his or her private-land application. Applications in respect of commonage land will address the entire GLAS Commonage Area, which includes areas of non-UAA land, all of which is eligible for payment up to the relevant maximums applying.
- 8.4. Farmers admitted to the Scheme must submit a payment claim annually within the deadline for the submission of Basic Payment applications. For the purposes of this Scheme, the annual payment claim shall form part of the annual Basic Payment Scheme application.
- 8.5. The claimed area of parcels declared on the GLAS screen in the Annual Basic Payment Scheme application is deemed to be the area claimed for payment. In the case of Commonage and Natura land the eligible area is that identified by the Department and shown on the GLAS system.
- 8.6. For commonage parcels the eligible area shall be the GLAS Commonage area as established on the GLAS mapping system.

- 8.7. Where the Basic Payment application is submitted after the closing date for receipt of applications under that scheme and attracts a late submission penalty, the payment claim under GLAS shall also have the same level of penalty for late submission applied.
- 8.8. With the exception of Bird, Bat and Bee Boxes the parcel selected on which a commitment is to be delivered must have a reference area.
- 8.9. Actions whether on owned, leased or rented land must be delivered for the entire period of the contract subject to the provisions of section 12.
- 8.10. Area based actions must be delivered on the full LPIS parcel..
- 8.11. Farmland Habitat actions can be selected on a whole parcel or part parcel basis.
  - a. Where selected on a whole parcel basis the sustainable management plan must be prepared for the entire parcel and the area for payment will be the Farmland Habitat area of the parcel as established on the GLAS system. Where payment is foregone the action for which payment is claimed in lieu must be delivered on a whole of parcel basis.
  - b. Where selected on a part parcel basis the area must be digitised creating a new parcel before the application can be processed for payment and the area for payment will be the Farmland Habitat area of the parcel as established on the GLAS system, following digitising. Where payment is foregone the action for which payment is claimed in lieu must be delivered on the entire MEA or reference area of the part parcel.
- 8.12. Part parcel area based actions and all non-area based actions must be clearly indicated on the online GLAS mapping system.
- 8.13. Actions allowable together on the same parcel and which may or may not overlap can be found on the Department's website.
- 8.14. An existing parcel may be split (subject to 8.15) for the purpose of delivering a combination of allowable actions as set out in the GLAS Tranche 3 Specification.
- 8.15. Where a combination of allowable area-based actions are selected on the same LPIS, the area of each action chosen must be defined by a permanent boundary; temporary fencing stakes and wire will not be considered a permanent boundary. If the applicant is approved into the Scheme, these areas will then be digitised out into separate parcels on the Department's LPIS system. The parcels/areas resulting from the digitisation will represent an amendment to the applicant's Basic Payment Scheme Application and the new areas created will represent the applicant's claimed areas for the parcels in question. Where a parcel is digitised, the permanent fence must be in place from the commencement of the GLAS contract.
- 8.16. Only holdings with a reference area of 0.25 hectares or greater of privately owned designated Natura 2000 land shall be deemed to be holdings with Natura for GLAS scheme purposes.
- 8.17. In order to be eligible for priority access to GLAS under Tier 1(a) for Farmland Habitat, Farmland Birds, Commonages and High Status Water Areas, and Tier 1(b) Vulnerable Water Areas, the parcels concerned must have been declared by the herd-owner on the Basic Payment Application in 2016. Organic Farmers who apply for GLAS will get priority access to the Scheme under Tier 1(b) provided that they have registered with an Organic Control Body on the notified closing date for this tranche.

## 9. **Selection Criteria and Approval**

- 9.1. GLAS is structured on a three-tier basis. Proposals from Tier 1 farms will receive priority over proposals from farms in Tier 2, which in turn receive priority over proposals from farms in Tier 3.

- 9.2. Within Tiers 1 and 2, a general rule prioritising ‘assets’ over ‘actions’ will also apply, i.e. farms with particularly important environmental assets will be prioritised over farms who have no such assets.
- 9.3. Proposals submitted for approval into the Scheme will be prioritised firstly according to the principles under 9.1 and 9.2 and secondly using pre-determined scoring criteria which will be published for each Application Tranche.

The principles to be followed will include:

- Inherent environmental value of the actions chosen;
- Relative environmental value of the actions to any notified themes;
- Complementarity of the actions with each other;
- Targeting existing environmental needs/potential of the farm;
- Achieving regional balance, taking account of existing intake;
- Achieving balance in holding size, taking account of existing intake;
- Achieving balance in operational direction of participating holdings;
- Previous engagement in delivery of AECMs (limited to situations where it clearly adds value in achieving environment-climate objectives).

The Scoring Matrix for Tranche 3 is attached at Annex 4. Selection criteria will always be applied to candidates seeking to join GLAS via Tier 3, and will if necessary also be applied to candidates in Tier 1(b), and Tier 2(a) and 2(b).

- 9.4. Selection, prioritisation and scoring criteria may vary for each new tranche of applications. Certain aspects of the scoring procedure may change from tranche to tranche to ensure the best mix of projects overall and not all principles will necessarily apply in every tranche.
- 9.5. The Minister may reject applications or require them to be varied if, in his opinion, they are not likely to contribute to the objectives of the Schemes.
- 9.6. The submission of a valid application does not guarantee entry to the Scheme.
- 9.7. Selected successful applicants will be notified in writing of their acceptance into the scheme and of the commencement date of their contract.
- 9.8. Actions carried out before the notified commencement date will not be considered for payment.

## 10. **Contract Revision**

- 10.1. Where relevant Basic Payment Scheme baseline requirements or obligations, beyond which commitments under this scheme are required to go, are amended the GLAS contract shall be adjusted where necessary to take account of such amendments. Contracts may also need to be adjusted during their currency to avoid double funding in the case of amendments to the Greening Practices under the Basic Payment Scheme.
- 10.2. Where a GLAS contract continues after 31<sup>st</sup> December 2020 participants in the scheme will be offered the opportunity to adjust their commitments in line with new regulations effective from 1<sup>st</sup> January 2021 for the remainder of the period of their contract. If such an adjustment is not accepted by the participant the commitment shall expire and reimbursement shall not be required in respect of the aid already paid for the commitment.
- 10.3. Contracts are non-transferable except in the case of:
  1. Certified serious illness;
  2. The transfer of the entire GLAS contract area subject to prior approval of the Department;



3. Death of the participant;
- 10.4. Farmers admitted to the Schemes must respect:
  1. All relevant EU requirements and national legislation;
  2. The conditions set out in this document;
  3. The Statutory Management Requirements (SMRs), Good Agricultural and Environmental Conditions (GAEC) and Practices Beneficial for the Climate and the Environment (Greening) of the Basic Payment Scheme and updates thereof on all of the holding.
- 10.5. All applicants approved into GLAS must submit a valid BPS application form in each of the years of their contract. Failure to do so may result in the application of sanctions up to and including termination of contract and recoupment of all monies previously paid.

#### 11. **Non-Productive Capital Investments**

- 11.1. Receipts or invoices for materials purchased where appropriate for the delivery of non-productive capital investments marked paid must be retained and must be made available when so requested. Participants must be in a position to provide documentary evidence of payment and 'cash paid' receipts are not acceptable. Receipts must be made out by the vendor to include the name and address of the beneficiary.
- 11.2. In conformity with the general practice of the Government, the payment of financial aid in support of non-productive capital investment is subject to the following condition: Where an applicant employs a contractor to carry out some or all of the investment, such contractor must have a current tax clearance certificate from the Office of the Revenue Commissioners where total contractors labour cost (excluding materials) is €650 or greater. Such evidence of tax compliance, where applicable, must be retained and must be made available if requested.
- 11.3. Work on the non-productive capital investment must be completed within the timeframes laid down in the Specification by the Department. The item or items that are the subject of the investment shall remain in place and be maintained in good order for the duration of the contract.
- 11.4. The cost of non-productive capital investments will be repaid to a participant in equal instalments over five full calendar years. Farmers must keep such records as the Department prescribes.

#### 12. **GLAS and Afforestation**

Afforestation is fully compatible with GLAS and is recognised as contributing to the creation of a valuable landscape mosaic at farm-level. However, the flexibility which applied previously whereby parcels which were in payment under an agri-environment scheme could be converted to forestry without penalty is no longer available under the EU Rules and Regulations governing the new Programme. Nevertheless, it is important to note that GLAS is not a whole-farm scheme and opportunities continue to exist for afforestation and for other Forestry Schemes on parcels which are not in GLAS. Applicants and their Advisors should look at the opportunities afforded by both schemes when planning for GLAS.

#### 13. **Failure to Continue or Complete Actions**

- 13.1. Where all or part of an action is not continued for the duration of contract, all or part of the aid paid in respect of the action shall be reimbursed and penalties may apply.
- 13.2. Where approval is granted under tier 1 or tier 2 at least one action in the relevant tier must be delivered for the full contract period. Failure to retain the tier status under

which the application was approved into the Scheme will result in termination of the GLAS contract and reimbursement of all aid already paid.

13.3. The re-imbursement of aid will not be required in the following cases:

- Where the provisions of 10.2. apply;
- Where the provisions of 10.3 (2) apply;
- Where part of the holding on which a commitment exists is transferred in full accordance with the governing regulations;
- Where, because of land acquired under a Compulsory Purchase Order (CPO), it is not possible for the participant to continue the action, re-imbursement will not be required in respect of the action;
- In cases where force majeure as set out in section 20 has been granted in respect of the commitment concerned.

13.4. Transformation of a commitment into a Forestry commitment is not provided for under the governing regulations and the exemption from recoupment where land is subsequently afforested will not apply under GLAS. However, GLAS is not a whole farm scheme and parcels other than those declared for GLAS may be used for Forestry schemes. Advisors in preparing applications should ensure that parcels on which GLAS commitments are to be delivered will be available for the contract period.

#### 14. **Monitoring and Evaluation**

Monitoring and evaluation of the GLAS programme shall be carried out in line with the provisions of Commission Regulation (EU) No 808 of 2014 and any future amendments thereof. Participants in GLAS shall facilitate the monitoring and evaluation process in every way, including any necessary site-visits by the Department or its agents.

#### 15. **Administrative and Compliance Checks**

- 15.1. All applications for support and payment claims will be subjected to administrative checks, and any other controls deemed necessary, before approvals or payments are made under the Scheme. Applicants shall facilitate such administrative and on the spot checks as the Department deems necessary. Applications will be cross-checked with records held by the Department.
- 15.2. On-the-spot checks will be carried out at farm level to ensure compliance with the requirements of the Scheme.
- 15.3. The commitment for which payment is claimed will be cross-checked with relevant databases.
- 15.4. Any breach of cross-compliance noted during an on farm inspection will be cross-reported to the Basic Payment Unit of the Department.
- 15.5. Any breach of the baseline cross-compliance or greening elements on which a GLAS commitment is based will result in no payment for that commitment for a full calendar year.
- 15.6. No payment shall be made in favour of beneficiaries for whom it is established by the Department that they artificially created the conditions required for obtaining such payments with a view to obtaining an advantage contrary to the objectives of the Scheme.

#### 16. **Payments Procedures**

- 16.1. Pursuant to Article 75 of Council Regulation (EU) No 1306/2013 annual payments shall not commence earlier than 16<sup>th</sup> October.
- 16.2. When administrative checks on all valid payment claims are completed, up to 75% of each individual payment entitlement may issue subject to 16.1 above.

- 16.3. The relevant balance will issue when all on-the-spot checks required by the governing regulations have been carried out.
- 16.4. It is the applicant's responsibility to ensure that any requested supporting documentation for the release of payments is submitted.
- 16.5. It is the applicant's responsibility to submit second and subsequent years' payment claim forms i.e. the Basic Payment Scheme Application Form.
- 16.6. Payment rates are set out in Annex 1B.
- 16.7. Payment for the Rare Breeds and Low-Emission Slurry Spreading actions will be made in arrears subject to appropriate documentation being submitted.
- 16.8. Payments will be calculated annually on the basis of qualifying actions delivered for the year in question.
- 16.9. The maximum payment to any participant in GLAS shall be equivalent to €5,000 in respect of a calendar year, except where an additional payment under GLAS+ applies.
- 16.10. The applicant understands that if he/she/they decide to participate in and benefit from a number of different EU funded or National Schemes, the relevant payments may be adjusted to avoid the risk of double funding in respect of similar actions.
- 16.11. Where a farmer participates in LIFE research projects this may result in an adjustment to the GLAS payment where it is established that the commitment under both LIFE and GLAS is similar.

#### **17. Penalties**

- 17.1. Failure to comply with these Terms and Conditions will result in an appropriate penalty/sanction.
- 17.2. Penalties will apply to certain specific breaches of the Schemes and are set out at 13.2 above and in Annex 2 and Annex 3.
- 17.3. Monetary penalties will include interest payable at the rate provided for under Statutory Instrument Number 13 of 2006. Interest will be calculated for the period elapsing between the notification of the repayment obligation to the farmer, and either repayment or deduction.
- 17.4. Penalty amounts may be deducted from future payments due to the beneficiary under other EU-financed or co-financed Schemes.
- 17.5. Where monetary penalties are not paid or recovered within the period requested, the Department may take whatever action is deemed necessary for their recovery.
- 17.6. Intentional and serious breaches of the Scheme conditions may result in non-payment for the year in question or in the termination of participation and/or exclusion from the Scheme for a period commensurate with the seriousness of the breach, and the refund of monies already paid.
- 17.7. A penalty of 100% on one or more of the selected actions means that there will be no payment for those actions in that particular year. The participant may continue in GLAS and will only be paid for the remaining contract years on the delivery found.
- 17.8. Where it is established that conditions were created to maximise or draw down payment under the scheme the contract will be terminated and all monies paid shall be reimbursed.
- 17.9. The penalties set out in the Schedule are the minimum sanctions that will be applied. In all cases the Department reserves the right to review files to establish whether or not a breach of the Scheme conditions has occurred which may lead to a sanction or the termination of the contract and reimbursement of all aid.
- 17.10. Penalties may also apply resulting from the application of Sections 15 and 18.
- 17.11. Where an area-based penalty is being applied, IACS rules apply.

#### **18. Cross-Compliance**

Where, through a Basic Payment Scheme inspection, a breach of cross-compliance is detected or notified to the paying agency, at a minimum, the level of penalty determined under the BPS will also be applied to payments under this Scheme. All breaches of cross-compliance detected on a GLAS inspection will be cross-reported.

#### 19. **Appeals**

In cases where penalties are applied, participants will be given 10 working days after formal notification in which to appeal in writing, to the Department and give reasons why any penalty imposed should not be applied. The participant will be informed in writing of the outcome of the appeal. This initial appeal shall be without prejudice to the right to appeal to the statutory Agriculture Appeals Office.

#### 20. **Force Majeure**

- Where a beneficiary 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 beneficiary must notify the Department of cases of *force majeure* 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 Schemes;
- 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.

#### 21. **Death of participant**

21.1. Where a participant dies during the contract period, force majeure shall be applied terminating the agreement and no reimbursement of aid already paid shall be sought and where a valid payment claim is on hands payment will be made up to date of death.

21.2. Alternatively, a survivor who is entitled to give the necessary undertakings may apply to take over the contract for the period remaining.

#### 22. **Joint/Multiple Applicants**

22.1. Where the application is made in more than one name, each person named will be jointly and severally responsible for delivery of the commitments entered into and be jointly and severally subject to all Scheme Terms and Conditions.

22.2. Where the application is made in more than one name, the applicants must have a single herd number and declare all their lands on IACS under this herd number.

#### 23. **Farm Partnerships**

Farmers in a Farm Partnership registered with the Department are eligible to apply for the scheme provided that the application is made in the same name as the Basic Payment Application;

Additional eligibility for Farm Partnership entry to GLAS shall be as follows:

- Eligibility for Tier 1(a) in respect of Farmland Habitat, Farmland Birds and Natura will be assessed on the basis of the entire 'partnership' holding. In the case of a High Status Water asset, or the Rare Breeds Action, if one of the holdings forming the partnership qualifies this renders the entire partnership eligible.
- Tier 1(b): Eligibility of partnership to apply as a Tier 1(b) applicant will be based on one of the holdings forming the partnership meeting the pre-determined criteria i.e. >140kg or >= 30 ha.
- Tier 2(a): If one of the holdings forming the partnership qualifies as Vulnerable Water Area, the entire partnership is eligible for access to this Tier.
- Tier 2(b): where Low-Emission Slurry Spreading, Minimum Tillage and Catch Crops chosen, and the partnership is not eligible for Tier 1(b), then partnership is eligible for Tier 2(b). In the case of Wild Bird Cover, partnership is eligible provided one of the holdings forming the partnership is a grassland farm.
- Delivery of minimum areas will be the across the entire 'partnership' holding.
- Minimum area for partnership shall be the same as for an individual applicant.
- Maximum areas for partnership shall be the maximum as outlined in the Specification multiplied by the number of partners, up to a maximum of 3.
- A partnership may attract a basic GLAS Payment (€5,000) or GLAS+ payment (€7,000) multiplied by the number of partners up to a maximum of 3.
- Notwithstanding the above, in the case of Commonages, Farmland Habitat (Private Natura), Farmland Birds, minimum tillage and catch crops combination and High or Vulnerable Status Water, each partner's land may only attract a payment of up to €5,000 (or €7,000 in the case of farmland birds qualifying for GLAS+).
- Eligibility for GLAS+ will be decided case by case by the Department on the basis of the Priority Environmental Assets held by the eligible partners.
- All partners are jointly and severally responsible for delivery of all GLAS actions on the lands farmed by the partnership.

#### **24. GLAS and Greening**

- 24.1. Where commitments undertaken as part of GLAS have no direct link to Greening, there is no risk of double funding.

Where commitments are similar under both Greening and GLAS, e.g. planting of new hedgerows, catch crops, there is a risk of double funding and GLAS payment for that measure will be reduced accordingly to avoid double funding. Reductions may also be applied where Wild Bird Cover and/or Environmental Management of Fallow Land are used to meet the crop diversification requirement.

24.2. *Equivalent Practices:*

Equivalent practices are provided for in Article 43(3) of Regulation (EU) 1307/2013. In Ireland it has been decided that equivalence shall apply to the Crop Diversification measure only. To claim equivalence, an applicant must gain entry to GLAS and undertake to sow a Catch Crop on ALL of his/her arable land with the exception of temporary grassland and fallow land. This will exempt an applicant from the Crop Diversification measure in that s/he will not have to meet the two/three crop requirement or the 75%/95% thresholds.

An applicant can be paid on up to a maximum of 32.25 hectares (€155 per hectare) of catch crops under GLAS therefore any remaining land sown with a catch crop will not be the subject of double funding.

The reduction in payment rate on Catch Crops used for equivalence in any Scheme year is outlined in the Table at 25.4 below.

24.3 *Ecological Focus Area (EFA):*

Under the rules of Greening, arable farmers with more than 15 hectares of arable land must have at least 5% of that land in EFA.

The following actions in GLAS qualify as EFAs:

- Arable Margins
- Catch Crops
- Environmental Management of Fallow Land
- Wild Bird Cover

Where an applicant uses GLAS measures to make up the 5% EFA requirement, a reduction to the GLAS payment shall apply. The reduction in payment for GLAS measures used to meet the EFA requirement are set out in the Table at 25.4 below.

24.4 Reductions in payment rates as a result of equivalence and the use of GLAS actions as Ecological Focus Areas:

| <b>Equivalence</b>                      |                   |           |                        |
|---|-------------------|-----------|------------------------|
| Action                                  | GLAS Payment Rate | Reduction | Net Payment Under GLAS |
| Catch Crops                             | €155/ha           | €27/ha    | €128/ha                |
| <b>Ecological Focus Areas</b>           |                   |           |                        |
| Action                                  | GLAS Payment Rate | Reduction | Net Payment Under GLAS |
| Arable Margins                          |                   |           |                        |
| a. 3 metre margin                       | €0.35/m           | €0.23/m   | €0.12/m                |
| b. 4 metre margin                       | €0.50/m           | €0.34/m   | €0.16/m                |
| c. 6 metre margin                       | €0.70/m           | €0.45/m   | €0.25/m                |
| Catch Crops                             | €155/ha           | €27/ha    | €128/ha                |
| Environmental Management of Fallow Land | €750/ha           | €515/ha   | €235/ha                |
| Planting New Hedgerows                  | €5/m              | €0.20/m   | €4.80/m                |
| Wild Bird Cover                         | €900/ha           | €610/ha   | €290/ha                |

25. **Right of Entry**

- 25.1. The Minister reserves the right to carry out inspections at reasonable times of any land, premises, plant, equipment, livestock and records of applicants/participants.
- 25.2. In submitting a GLAS application, applicants agree to permit officials or agents of the Department to carry out on-farm inspections, with or without prior notice at any reasonable time(s) and without prejudice to public liability.
- 25.3. Every on-the-spot (ground) inspection will be the subject of an interim notice of compliance and the applicant or his/her representative if present will be given an opportunity to sign the interim notice of compliance indicating his/her presence at the inspection and to add his/her observations if he/she so wishes. Signing this document does not imply that the applicant or his/her agent accepts the inspection findings.

26. **Responsibility of Applicant**

- 26.1. It shall be the responsibility of the applicant to familiarise him/herself with the Scheme Terms and Conditions, the Specification and any amendments thereof and with the consequences for breaches of the Scheme.
- 26.2. The approval or payment of aid under the Schemes does not imply the acceptance by the Minister of any responsibility as regards the obligations undertaken by the participant.
- 26.3. The obtaining of aid or the attempt to obtain aid under any or all of the Schemes by fraudulent means by the applicant or others acting alone or together may, in addition to any scheme penalty, render such persons liable to prosecution.

**27. Review of Financial Aids**

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

**28. Conditions of payment**

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

**29. Tax Clearance Requirement**

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

**30. Information and Data Protection**

In accordance with the provisions of Council Regulation (EC) No 1306/2013, the Department of Agriculture, Food and the Marine may be required to publish on a website, details of the names, addresses and amounts received by beneficiaries of funds deriving from the European Agricultural Guarantee Fund (EAGF) and the European Agricultural Fund for Rural Development (EAFRD). The rights of data subjects and how they may be exercised, in this respect, are laid down in the Data Protection Acts, 1988 and 2003. The data therein may be processed by auditing and investigating bodies of the Communities and the Member States for the purposes of safeguarding the Community's financial interests. The data therein cannot be used for direct marketing or other purposes and this will be made clear on the website. You should also be aware that all the information supplied on your application form and in any supporting documentation shall be made available to any other Department or Agency or Local Authority for the purpose of audits, cross-compliance controls and all Rural Development measures, and, as appropriate, in accordance with the requirements under the Freedom of Information Act.

**31. Further Conditions**

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

**32. Interpretation**

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





## Annex 1A: GLAS Structure

**OBJECTIVE: GLAS aims to address the cross-cutting objectives of climate change, water quality and biodiversity.**

|                  |   |
|------------------|---|
| <b>CORE</b>      | <p><b>Core Management Requirements</b><br/>All of these requirements are compulsory:</p> <ul style="list-style-type: none"> <li>• An approved agricultural planner must prepare the GLAS application</li> <li>• Nutrient Management Planning</li> <li>• Training in environmental practices and standards</li> </ul> <p>Record keeping of actions delivered</p>   |
| <b>PRIORITY</b>  | <p><b>TIER 1 Priority Environmental Assets and Actions</b><br/><b>Tier 1(a)</b> All farmers with PEAs get first priority access into the Scheme in Year One and subsequent years.<br/>If any of these <b>Priority Assets</b> are applicable to the holding, they <b>must be chosen and the relevant actions planned.</b></p> <ul style="list-style-type: none"> <li>• Farmland Habitat (private Natura sites)</li> <li>• Farmland Birds (Breeding Waders, Chough, Corncrake, Geese/Swans, Grey Partridge, Hen Harrier, Twite)</li> <li>• Commonages (50% target participation in GLAS Commonage Plan)</li> <li>• High Status Water Area</li> <li>• Rare Breeds</li> </ul> <p><b>Tier 1(b)</b> If an applicant (whether beef, sheep or dairy) with a whole farm stocking-rate exceeding 140kg Livestock Manure Nitrogen per hectare produced on the holding, or any farmer with more than 30ha of arable crops, wishes to be considered under Tier 1, <b>s/he must adopt at least one of the following four mandatory actions:</b></p> <ul style="list-style-type: none"> <li>• Minimum Tillage (arable farm ≥30ha)</li> <li>• Catch crops Establishment from a Sown Crop (arable farm ≥30ha)</li> <li>• Low-Emission Slurry Spreading (livestock farm &gt;140kg N/ha only)</li> <li>• Wild Bird Cover (livestock farm &gt;140kg N/ ha only)</li> </ul> <p>Registered Organic farmers will qualify for priority access to the scheme under Tier 1(b), by selecting actions appropriate to the farm. However, if any of the assets listed in the first set of bullet-points above apply, they must be chosen first. Commitments under the Organic Farming Scheme will not qualify for payment under GLAS.<br/>It is not guaranteed that all eligible applicants in Tier 1(b) will get into the Scheme and a scoring matrix will apply if necessary.</p> |
| <b>SECONDARY</b> | <p><b>TIER 2 Environmental Assets and Actions</b><br/><b>Tier 2(a)</b> Farmers, who do not have Priority Environmental Assets but whose lands include a <b>Vulnerable Water Area</b>, may apply for access to the scheme under Tier 2. In such cases, the appropriate actions relevant to Vulnerable Water Areas <b>must</b> be selected.<br/><b>Tier 2(b)</b>In the absence of a Vulnerable Water Area, an applicant may still qualify for Tier 2 access provided one of the following actions are chosen and planned for:</p> <ul style="list-style-type: none"> <li>• Minimum Tillage (arable farm &lt;30 ha)</li> <li>• Catch crops Establishment from a Sown Crop (arable farm &lt; 30 ha)</li> <li>• Low-Emission Slurry Spreading (livestock farm ≤140kg N/ha or arable farm &lt;30ha)</li> <li>• Wild Bird Cover (grassland farm, i.e. &lt;30 ha of arable and more than 75% grass, &lt;140 kg N/ha)</li> </ul> <p>It is not guaranteed that all eligible applicants in Tier 2 will get into the Scheme and a scoring matrix will apply if necessary.</p>   |
| <b>GENERAL</b>   | <p><b>TIER 3 General Actions*</b><br/>These actions aim to enhance the climate change, water quality and biodiversity benefits delivered and can be chosen in addition to Tier 1 and Tier 2 actions or on their own (choosing only General Actions will not guarantee entry to the Scheme):</p> <ul style="list-style-type: none"> <li>• Arable Margins</li> <li>• Bat boxes</li> <li>• Bird boxes</li> <li>• Catch Crops</li> <li>• Conservation of solitary bees</li> <li>• Coppicing Hedgerows</li> <li>• Environmental Management of Fallow Land</li> <li>• Laying Hedgerows</li> <li>• Low-emission Slurry Spreading</li> <li>• Low-input Permanent Pasture</li> <li>• Minimum Tillage</li> <li>• Planting a Grove of Native Trees</li> <li>• <del>Planting New Hedgerows</del> Suspended for Tranche 3 applications</li> <li>• Protection of Archaeological Sites</li> <li>• Protection of Water Courses from Bovines(not in High Status or Vulnerable Areas)</li> <li>• Riparian Margins</li> <li>• Traditional Hay Meadow</li> <li>• <del>Traditional Orchards</del> Suspended for Tranche 3 applications</li> <li>• Traditional Stone Wall Maintenance</li> <li>• Wild Bird cover</li> </ul> <p>*A scoring matrix will be used to allow farmers join GLAS by means of these actions if take-up of Tier 1 and Tier 2 actions permits</p>  |

## Annex 1B: Payment Rates

| Action  | € per metre/year | € per ha/year | € per unit/year | € per m <sup>3</sup> /year |
|---|------------------|---------------|-----------------|----------------------------|
| Arable grass margins  |                  |               |                 |                            |
| a. 3 metre margin   | €0.35            |               |                 |                            |
| b. 4 metre margin   | €0.50            |               |                 |                            |
| c. 6 metre margin   | €0.70            |               |                 |                            |
| Bat boxes   |                  |               | €13             |                            |
| Bird boxes  |                  |               | €6              |                            |
| Commonages  |                  | €120          |                 |                            |
| Conservation of solitary bees   |                  |               |                 |                            |
| a. Box  |                  |               | €6              |                            |
| b. Sand   |                  |               | €45             |                            |
| Coppicing hedgerows   | €2.20            |               |                 |                            |
| Environmental management of fallow land                                     |                  | €750          |                 |                            |
| Farmland birds  |                  |               |                 |                            |
| a. Breeding Waders  |                  | €366          |                 |                            |
| b. Chough farm scheme   |                  | €365          |                 |                            |
| c. Corncrake  |                  | €364          |                 |                            |
| d. Geese and Swans  |                  | €205          |                 |                            |
| e. Grey Partridge   | €2.10            |               |                 |                            |
| f. Hen Harrier  |                  | €370          |                 |                            |
| g. Twite A – Semi-natural/semi-improved grassland field management option   |                  | €375          |                 |                            |
| h. Twite B – Improved grassland field management option<br>Action suspended | €1.50            |               |                 |                            |
| i. Twite C - Winter Feed Option   |                  | €900          |                 |                            |
| j. Twite D  |                  | €375          |                 |                            |
| Farmland habitat (private Natura sites)                                     |                  | €79           |                 |                            |
| Catch Crops   |                  | €155          |                 |                            |
| Laying hedgerows  | €3.70            |               |                 |                            |
| Low-emission slurry spreading (per m <sup>3</sup> per year)                 |                  |               |                 | €1.20                      |
| Low-input permanent pasture   |                  | €314          |                 |                            |
| Minimum tillage   |                  | €40           |                 |                            |
| Planting new hedgerows - Action suspended                                   | €5.00            |               |                 |                            |
| Protection of archaeological sites  |                  |               |                 |                            |
| a. Tillage option   |                  |               | €146            |                            |
| b. Grassland option   |                  |               | €120            |                            |
| Protection of water courses   | €1.50            |               |                 |                            |
| Rare breeds (per LU)  |                  |               | €200            |                            |
| Riparian margins  |                  |               |                 |                            |
| a. 3 metre margin   | €0.90            |               |                 |                            |
| b. 6 metre margin   | €1.20            |               |                 |                            |
| c. 10 metre margin  | €1.60            |               |                 |                            |
| d. 30 metre margin  | €3.60            |               |                 |                            |
| Planting a Grove of Native Trees  |                  |               | €0.90           |                            |
| Traditional hay meadow  |                  | €315          |                 |                            |
| Traditional orchards - Action suspended                                     |                  |               | €23.50          |                            |
| Traditional stone wall maintenance  | €0.70            |               |                 |                            |
| Wild bird cover   |                  | €900          |                 |                            |



## Annex 2: Penalty Schedule for GLAS

**Note:** Baseline breaches are breaches of the GAEC and/or SMRs under the Basic Payment Scheme that must be met as a minimum requirement for individual GLAS Actions.

| Action              | Type of Non-Compliance   | Scheme Penalty   |
|---------------------|--|--|
| Arable Grass Margin | <ul style="list-style-type: none"> <li>i. Baseline Breach.</li> <li>ii. Action not delivered or required minimum length not delivered (10m).</li> <li>iii. Linear length claimed not delivered as per GLAS specification.</li> <li>iv. Margin not managed as set out in points 4, 5, 6 and 7 of the GLAS specification.</li> </ul> | <ul style="list-style-type: none"> <li>i. 100% of the GLAS payment for this action for one year.</li> <li>ii. Action ineligible for payment. Claw-back of any payments made on this action to date.</li> <li>iii. Payment on length delivered. Penalty is length not delivered multiplied by the annual payment rate for the action for one year. Claw-back amount not delivered in previous years. GLAS payment in successive years will be limited to delivery found.</li> <li>iv. Payment on length delivered (subject to iii) is allowed however as margin not managed per Specification:- Penalty is the non-compliant length multiplied by the annual payment rate for the action for one year.</li> </ul> |
| Bat Boxes           | <ul style="list-style-type: none"> <li>i. Action not delivered or required minimum unit not delivered (three boxes).</li> <li>ii. Number claimed not delivered as per GLAS specification.</li> </ul>   | <ul style="list-style-type: none"> <li>i. Action ineligible for GLAS payment. Claw-back of any payments made on this action to date.</li> <li>ii. Payment on number delivered. Penalty is number not delivered multiplied by the annual payment rate for the action for one year. Claw-back amount not delivered in previous years. GLAS payment in successive years will be limited to delivery found.</li> </ul>   |
| Bird Boxes          | <ul style="list-style-type: none"> <li>i. Action not delivered or required minimum unit not delivered (one box).</li> <li>ii. Number claimed not delivered in accordance with GLAS specification.</li> </ul>   | <ul style="list-style-type: none"> <li>i. Action ineligible for GLAS payment. Claw-back of any payments made on this action to date.</li> <li>ii. Payment on number delivered. Penalty is number not delivered multiplied by the annual payment rate for the action for one year. Claw-back amount not delivered in previous years. GLAS payment in successive years will be limited to delivery found.</li> </ul>   |

| Action                               | Type of Non-Compliance   | Scheme Penalty   |
|--------------------------------------|--|--|
| Conservation of Solitary Bees (Box)  | <ul style="list-style-type: none"> <li>i. Action not delivered or required minimum unit not delivered (one box).</li> <li>ii. Number claimed not delivered in accordance with GLAS specification.</li> </ul>   | <ul style="list-style-type: none"> <li>i. Action ineligible for GLAS payment. Claw-back of any payments made on this action to date.</li> <li>ii. Payment on number delivered. Penalty is number not delivered multiplied by the annual payment rate for the action for one year. Claw-back amount not delivered in previous years. GLAS payment in successive years will be limited to delivery found.</li> </ul>   |
| Conservation of Solitary Bees (Sand) | <ul style="list-style-type: none"> <li>i. Action not delivered or required minimum number of habitats not delivered (one habitat).</li> <li>ii. Number claimed not delivered in accordance with GLAS specification.</li> <li>iii. Habitat not managed as set out in points 5 and 6 of the GLAS specification.</li> </ul> | <ul style="list-style-type: none"> <li>i. Action ineligible for payment. Claw-back of any payments made on this action to date.</li> <li>ii. Payment on number delivered. Penalty is number not delivered multiplied by the annual payment rate for the action for one year. Claw-back amount not delivered in previous years. GLAS payment in successive years will be limited to delivery found.</li> <li>iii. Payment on number delivered (subject to ii) is allowed however as habitat not managed as per Specification: Penalty is the non-compliant number multiplied by the annual payment rate for the action for one year.</li> </ul> |

| Action          | Type of Non-Compliance   | Scheme Penalty  |
|-----------------|--|---|
| Breeding Waders | <ul style="list-style-type: none"> <li>i. Baseline Breach.</li> <li>ii. Action not delivered where this is your only Priority action.</li> <li>iii. Action not delivered where you have more than one Priority action.</li> <li>iv. Area over-declared.</li> <br/> <li>v. Action not managed as set out in points 4, 5, 6 and 7 of the GLAS specification.</li> </ul>    | <ul style="list-style-type: none"> <li>i. 100% of the GLAS payment for this action for one year.</li> <li>ii. Rejection from GLAS and claw-back of all GLAS monies received to date.</li> <li>iii. Action ineligible for payment. Claw-back of any payments made on this action to date.</li> <li>iv. Reduce GLAS payment if there is a difference between eligible area found and area claimed using IACS Rules (See Annex 3). Claw-back amount not delivered in previous years. GLAS payment in successive years will be limited to delivery found.</li> <li>v. Payment on area found (subject to iv) is allowed however as action not managed as per Specification:-<br/>Penalty is the non-compliant area multiplied by the annual payment rate for the action for one year.</li> </ul> |
| Chough          | <ul style="list-style-type: none"> <li>i. Baseline Breach.</li> <li>ii. Action not delivered where this is your only Priority action.</li> <li>iii. Action not delivered where you have more than one Priority action.</li> <li>iv. Area over-declared.</li> <br/> <li>v. Action not managed as set out in points 3, 4, 5, 6 and 7 of the GLAS specification.</li> </ul> | <ul style="list-style-type: none"> <li>i. 100% of the GLAS payment for this action for one year.</li> <li>ii. Rejection from GLAS and claw-back of all GLAS monies received to date.</li> <li>iii. Action ineligible for payment. Claw back of any payments made on this action to date.</li> <li>iv. Reduce GLAS payment if there is a difference between eligible area found and area claimed using IACS Rules (See Annex 3). Claw-back amount not delivered in previous years. GLAS payment in successive years will be limited to delivery found.</li> <li>v. Payment on area found (subject to iv) is allowed however as action not managed as per Specification:-<br/>Penalty is the non-compliant area multiplied by the annual payment rate for the action for one year.</li> </ul> |

| Action          | Type of Non-Compliance   | Scheme Penalty  |
|-----------------|--|---|
| Corncrake       | <ul style="list-style-type: none"> <li>i. Baseline Breach.</li> <li>ii. Action not delivered where this is your only Priority action.</li> <li>iii. Action not delivered where you have more than one Priority action.</li> <li>iv. Area over-declared.</li> <br/> <li>v. Action not managed as set out in points 3, 4, 5, 6, 7, 8, 9 and 10 of the GLAS specification.</li> </ul>                               | <ul style="list-style-type: none"> <li>i. 100% of the GLAS payment for this action for one year.</li> <li>ii. Rejection from GLAS and claw-back of all GLAS monies received to date.</li> <li>iii. Action ineligible for payment. Claw-back of any payments made on this action to date.</li> <li>iv. Reduce GLAS payment if there is a difference between eligible area found and area claimed using IACS Rules (See Annex 3). Claw-back amount not delivered in previous years. GLAS payment in successive years will be limited to delivery found.</li> <li>v. Payment on area found (subject to iv) is allowed however as action not managed as per Specification:-<br/>Penalty is the non-compliant area multiplied by the annual payment rate for the action for one year.</li> </ul> |
| Geese and Swans | <ul style="list-style-type: none"> <li>i. Baseline Breach.</li> <li>ii. Action not delivered where this is your only Priority action.</li> <li>iii. Action not delivered where you have more than one Priority action.</li> <li>iv. Area over-declared.</li> <br/> <li>v. Action not managed as per GLAS specification for points 3, 4,5 and 6 for grassland parcels and point 3 for tillage parcels.</li> </ul> | <ul style="list-style-type: none"> <li>i. 100% of the GLAS payment for this action for one year.</li> <li>ii. Rejection from GLAS and claw-back of all GLAS monies received to date.</li> <li>iii. Action ineligible for payment. Claw-back of any payments made on this action to date.</li> <li>iv. Reduce GLAS payment if there is a difference between eligible area found and area claimed using IACS Rules (See Annex 3). Claw-back amount not delivered in previous years. GLAS payment in successive years will be limited to delivery found.</li> <li>v. Payment on area found (subject to iv) is allowed however as action not managed as per Specification:-<br/>Penalty is the non-compliant area multiplied by the annual payment rate for the action for one year.</li> </ul> |

| Action         | Type of Non-Compliance  | Scheme Penalty  |
|----------------|---|---|
| Grey Partridge | <ul style="list-style-type: none"> <li>i. Baseline Breach.</li> <li>ii. Action not delivered or required minimum length (200m) not delivered where this is your only Priority action.</li> <li>iii. Action not delivered or required minimum length (200m) not delivered where you have more than one Priority action.</li> <li>iv. Linear length claimed not delivered as per GLAS specification.</li> <br/> <li>v. Margin not managed as set out in points 3-8 and 10 of the GLAS specification.</li> </ul> | <ul style="list-style-type: none"> <li>i. 100% of the GLAS payment for this action for one year.</li> <li>ii. Rejection from GLAS scheme and claw-back of all GLAS monies received to date.</li> <li>iii. Action ineligible for payment. Claw-back of any payments made on this action to date.</li> <li>iv. Payment on length delivered. Penalty is length not delivered multiplied by the annual payment rate for the action for one year. Claw-back amount not delivered in previous years. GLAS payment in successive years will be limited to delivery found.</li> <li>v. Payment on length delivered (subject to iv) is allowed however as margin not managed as per Specification:-Penalty is the non-compliant length multiplied by the annual payment rate for the action for one year.</li> </ul> |
| Hen Harrier    | <ul style="list-style-type: none"> <li>i. Baseline Breach.</li> <li>ii. Action not delivered where this is your only Priority action.</li> <li>iii. Action not delivered where you have more than one Priority action.</li> <li>iv. Area over-declared.</li> <br/> <li>v. Action not managed as per GLAS specification. As set out in points 3-9 for grassland parcels and 2,4-7 in tillage.</li> </ul>   | <ul style="list-style-type: none"> <li>i. 100% of the GLAS payment for this action for one year.</li> <li>ii. Rejection from GLAS and claw-back of all GLAS monies received to date.</li> <li>iii. Action ineligible for payment. Claw-back of any payments made on this action to date.</li> <li>iv. Reduce GLAS payment if there is a difference between eligible area found and area claimed using IACS Rules (See Annex 3). Claw-back amount not delivered in previous years. GLAS payment in successive years will be limited to delivery found.</li> <li>v. Payment on area found (subject to iv) is allowed however as action not managed as per Specification:- Penalty is the non-compliant area multiplied by the annual payment rate for the action for one year.</li> </ul>                     |



| Action  | Type of Non-Compliance  | Scheme Penalty  |
|---|---|---|
| Twite A: Semi-natural/Semi-improved Grassland Field Management Option | <ul style="list-style-type: none"> <li>i. Baseline Breach.</li> <li>ii. Action not delivered where this is your only Priority action.</li> <li>iii. Action not delivered where you have more than one Priority action.</li> <li>iv. Area over-declared.</li> <br/> <li>v. Action not managed as per GLAS specification points 3-7.</li> </ul>   | <ul style="list-style-type: none"> <li>i. 100% of the GLAS payment for this action for one year.</li> <li>ii. Rejection from GLAS and claw-back of all GLAS monies received to date.</li> <li>iii. Action ineligible for payment. Claw back of any payments made on this action to date.</li> <li>iv. Reduce GLAS payment if there is a difference between eligible area found and area claimed using IACS Rules (See Annex 3).<br/>Claw-back amount not delivered in previous years. GLAS payment in successive years will be limited to delivery found.</li> <li>v. Payment on area found (subject to iv) is allowed however as action not managed as per Specification:-<br/>Penalty is the non-compliant area multiplied by the annual payment rate for the action for one year.</li> </ul> |
| Twite C: Winter Feeding Option  | <ul style="list-style-type: none"> <li>i. Baseline Breach.</li> <li>ii. Action not delivered or required minimum unit area (0.25ha) not delivered where this is your only Priority action.</li> <li>iii. Action not delivered or required minimum unit area (0.25ha) not delivered where you have more than one Priority action.</li> <li>iv. Area over declared.</li> <br/> <li>v. Action not managed as set out in points 3 - 7 of the GLAS specification.</li> </ul> | <ul style="list-style-type: none"> <li>i. 100% of the GLAS payment for this action for one year.</li> <li>ii. Rejection from GLAS and claw-back of all GLAS monies received to date.</li> <li>iii. Action ineligible for GLAS payment. Claw-back of any payments made on this action to date.</li> <li>iv. Reduce GLAS payment if there is a difference between eligible area found and area claimed using IACS Rules (See Annex 3).<br/>Claw-back amount not delivered in previous year. Payment in successive years will be limited to delivery found.</li> <li>v. Payment on area found (subject to iv) is allowed however as action not managed as per Specification:-<br/>Penalty is the non-compliant area multiplied by the annual payment rate for the action for one</li> </ul>        |

| Action      | Type of Non-Compliance   | Scheme Penalty  |
|-------------|--|---|
| Catch Crops | <ul style="list-style-type: none"> <li>i. Baseline Breach.</li> <li>ii. Action not delivered or required minimum area (10ha) not delivered where this is your only Priority and/or Secondary action (Priority or Secondary).</li> <li>iii. Action not delivered or required minimum are (10ha) not delivered where you have more than one Priority and/or Secondary action (priority or Secondary).</li> <li>iv. Action not delivered or required minimum area (4ha) not delivered (General).</li> <li>v. Area over-declared.</li> <br/> <li>vi. Action not managed as set out in points 4-6 of the GLAS Specification.</li> </ul> | <ul style="list-style-type: none"> <li>i. 100% of the GLAS payment for this action for one year.</li> <li>ii. Rejection from GLAS and claw-back of all GLAS monies received to date.</li> <br/> <li>iii. Action ineligible for GLAS payment. Claw-back of any payments made on this action to date.</li> <br/> <li>iv. Action ineligible for GLAS payment. Claw-back of any payments made on this action to date.</li> <li>v. Reduce GLAS payment if there is a difference between eligible area found and area claimed using IACS Rules (See Annex 3). Claw-back amount not delivered in previous years. GLAS payment in successive years will be limited to delivery found.</li> <li>vi. Payment on area found (subject to v) is allowed however as action not managed as per Specification:-<br/>Penalty is the non-compliant area multiplied by the annual payment rate for the action for one year.</li> </ul> |

| Action    | Type of Non-Compliance   | Scheme Penalty  |
|-----------|--|---|
| Commonage | i. Baseline Breach.  | i. 100% of the GLAS payment for this action for one year for all participants in the Management Plan unless the breach found can be attributed to individual share-holders.   |
|           | ii. Action not delivered where this is your only Priority action.  | ii. Rejection from GLAS and claw-back of all GLAS monies received to date.  |
|           | iii. Action not delivered where you have more than one Priority action.                                    | iii. Action ineligible for payment. Claw-back of any payments made on this action to date.  |
|           | iv. Failure to reach individual minimum ewe equivalent numbers by the end of the first full year in GLAS.  | iv. 100% of GLAS annual payment for this action for one year for those participants in the Management Plan who fail to meet their individual ewe equivalent numbers by end of first full year and subsequent years in GLAS.   |
|           | v. Failing to reach the total minimum ewe equivalent for the Commonage by end of second full year in GLAS. | v. 100% of GLAS annual payment for those participants in the Management Plan who fail to reach the number planned for them within the GLAS Management Plan and which leads to the total minimum for the Commonage not being reached by end of third full year and subsequent years in GLAS. |
|           | vi. Exceeding the total max ewe equivalent number for the Commonage in any year of the GLAS contract.      | vi. 100% of GLAS annual payment for those participants in the Management Plan who exceed the ewe equivalent numbers planned for them within the GLAS Management Plan and which leads to the total maximum for the Commonage being exceeded in any year of the GLAS Contract.                |
|           | vii. GLAS Commonage Area Over-declared.  | vii. Reduce GLAS payment if there is a difference between GLAS eligible area found and area claimed using IACS Rules (See Annex 3). Claw back amount not delivered in previous years. GLAS payment in successive years will be limited to delivery found.                                   |
|           | viii. Failure to undertake any other management activities listed within the Management Plan.              | viii. 10% penalty of the payable amount in the year of the finding for this action for each participant share-holder in the commonage Management Plan.  |

| Action                                  | Type of Non-Compliance  | Scheme Penalty   |
|---|---|--|
| Commonage (continued)                   | ix. Decrease in MEA.  | ix. Penalty in accordance with IACS. Claw-back for previous years.   |
| Coppicing of Hedgerows                  | i. Baseline Breach.<br>ii. Action not delivered or required minimum length not delivered (10m).<br>iii. Linear length claimed not delivered as per GLAS specification.<br>iv. Hedgerow not managed as set out in points 5, 6, 7, 8 and 9 of the GLAS specification. | i. 100% of the GLAS payment for this action for one year.<br>ii. Action ineligible for GLAS payment. Claw back of any payments made on this action to date.<br>iii. Payment on length delivered.<br>Penalty is length not delivered multiplied by the annual payment rate for the action for one year. Claw-back amount not delivered in previous years. GLAS payment in successive years will be limited to delivery found.<br>iv. Payment on length delivered (subject to iii) is allowed however as hedgerow not managed as per Specification:-<br>Penalty is the non-compliant length multiplied by the annual payment rate for the action for one year. |
| Environmental Management of Fallow Land | i. Baseline Breach.<br>ii. Action not delivered or required minimum area not delivered (0.25ha).<br>iii. Area over-declared.<br>iv. Action not managed as set out in points 4, 5, 6, 7, and 8 of the GLAS specification.  | i. 100% of the GLAS payment for this action for one year.<br>ii. Action ineligible for GLAS payment. Claw-back of any payments made on this action to date.<br>iii. Reduce GLAS payment if there is a difference between eligible area found and area claimed using IACS Rules (See Annex 3). Claw back amount not delivered in previous years. GLAS payment in successive years will be limited to delivery found.<br>iv. Payment on area found (subject to iii) is allowed however as action not managed as per Specification:-<br>Penalty is the non-compliant area multiplied by the annual payment rate for the action for one year.                    |

| Action                            | Type of Non-Compliance   | Scheme Penalty  |
|-----------------------------------|--|---|
| Farmland Habitat (Private Natura) | <ul style="list-style-type: none"> <li>i. Baseline Breach.</li> <li>ii. Action not delivered where this is your only Priority action.</li> <li>iii. Action not delivered where you have more than one Priority action.</li> <li>iv. Area over declared.</li> <br/> <li>v. Action not managed as per GLAS specification.</li> </ul>             | <ul style="list-style-type: none"> <li>i. 100% of the GLAS payment for this action for one year.</li> <li>ii. Rejection from GLAS and claw back of all GLAS monies received to date.</li> <li>iii. Action ineligible for payment. Claw-back of any payments made on this action to date.</li> <li>iv. Reduce GLAS payment if there is a difference between eligible area found and area claimed using IACS Rules (See Annex 3). Claw-back amount not delivered in previous years. GLAS payment in successive years will be limited to delivery found.</li> <li>v. Payment on area found (subject to iv) is allowed however as action not managed as per Specification:-<br/>Penalty is the non-compliant area multiplied by the annual payment rate for the action for one year.</li> </ul> |
| Laying of Hedgerows               | <ul style="list-style-type: none"> <li>i. Baseline Breach.</li> <li>ii. Action not delivered or required minimum length not delivered (10m).</li> <li>iii. Linear length claimed not delivered as per GLAS specification.</li> <br/> <li>iv. Hedgerow not managed as set out in points 5, 6, 7, 8 and 10 of the GLAS specification.</li> </ul> | <ul style="list-style-type: none"> <li>i. 100% of the GLAS payment for this action for one year</li> <li>ii. Action ineligible for GLAS payment. Claw back of any payments made on this action to date.</li> <li>iii. Payment on length delivered. Penalty is length not delivered multiplied by the annual payment rate for the action for one year. Claw-back amount not delivered in previous years. GLAS payment in successive years will be limited to delivery found.</li> <li>iv. Payment on length delivered (subject to iii) is allowed however as hedgerow not managed as per Specification:-<br/>Penalty is the non-compliant length multiplied by the annual payment rate for the action for one year.</li> </ul>   |

| Action                        | Type of Non-Compliance   | Scheme Penalty   |
|-------------------------------|--|--|
| Low-Emission Slurry Spreading | <ul style="list-style-type: none"> <li>i. Baseline Breach.</li> <li>ii. All slurries applied (whether produced or imported) not spread by the designated method where you are Tier 1 and this is your only Priority action or where you are Tier 2 and this is your only Secondary action.</li> <li>iii. All slurries applied (whether produced or imported) not spread by the designated method where you are Tier 1 and have more than one Priority action or where you are Tier 2 and you have more than one Secondary action.</li> <li>iv. All slurries applied (whether produced or imported) not spread by the designated method.</li> </ul> | <ul style="list-style-type: none"> <li>i. 100% of the GLAS payment for this action for one year.</li> <li>ii. Rejection from GLAS and claw back of all GLAS monies received to date.</li> <li>iii. Action ineligible for GLAS payment. Claw-back of any payments made on this action to date.</li> <li>iv. Action ineligible for GLAS payment. Claw-back of any payments made on this action to date.</li> </ul>   |
| Low-Input Permanent Pasture   | <ul style="list-style-type: none"> <li>i. Baseline Breach.</li> <li>ii. Action not delivered as parcel ineligible.</li> <li>iii. Area over-declared (up to a max. 10ha where the participant has 0ha of Traditional Hay Meadow).</li> <li>iv. Action not managed as set out in points 5-10 of the GLAS specification.</li> </ul>   | <ul style="list-style-type: none"> <li>i. 100% of the GLAS payment for this action for one year.</li> <li>ii. Action ineligible for GLAS payment. Claw-back of any payments made on this action to date.</li> <li>iii. Reduce GLAS payment if there is a difference between eligible area found and area claimed using IACS Rules (See Annex 3). Claw-back amount not delivered in previous years. GLAS payment in successive years will be limited to delivery found.</li> <li>iv. Payment on area found (subject to iii) is allowed however as action not managed as per Specification:-<br/>Penalty is the non-compliant area multiplied by the annual payment rate for the action for one year.</li> </ul> |

| Action                           | Type of Non-Compliance  | Scheme Penalty  |
|----------------------------------|---|---|
| Minimum Tillage                  | <ul style="list-style-type: none"> <li>i. Baseline Breach.</li> <li>ii. Action not delivered or required minimum area (10ha) not delivered where this is your only Priority and/or Secondary action (Priority or Secondary).</li> <li>iii. Action not delivered or required minimum area (10ha) not delivered where you have more than one Priority and/or Secondary action (Priority or Secondary).</li> <li>iv. Action not delivered or required minimum area (4ha) not delivered (General).</li> <li>v. Area over-declared.</li> </ul> | <ul style="list-style-type: none"> <li>i. 100% of the GLAS payment for this action for one year.</li> <li>ii. Rejection from GLAS and claw-back of all GLAS monies received to date.</li> <li>iii. Action ineligible for GLAS payment. Claw-back of any payments made on this action to date.</li> <li>iv. Reduce GLAS payment if there is a difference between eligible area found and area claimed using IACS Rules (See Annex 3). Claw back amount not delivered in previous years. GLAS payment in successive years will be limited to delivery found.</li> <li>v. Reduce GLAS payment if there is a difference between eligible area found and area claimed using IACS Rules (See Annex 3). Claw-back amount not delivered in previous years. GLAS payment in successive years will be limited to delivery found.</li> </ul> |
| Planting a Grove of Native Trees | <ul style="list-style-type: none"> <li>i. Baseline Breach.</li> <li>ii. Action not delivered either by having less than the minimum number of 250 plants and/or less than 0.05ha of area devoted to the measure.</li> <li>iii. Plants claimed not delivered in accordance with GLAS specification.</li> <li>iv. Action not managed as set out in point 7-9 of the GLAS specification.</li> </ul>  | <ul style="list-style-type: none"> <li>i. 100% of the GLAS payment for this action for one year.</li> <li>ii. Action ineligible for GLAS payment. Claw back of any payments made on this action to date.</li> <li>iii. Reduce GLAS payment by once the numbers not delivered as per GLAS specification. Claw-back amount not delivered in previous years. GLAS payment in successive years will be limited to delivery found.</li> <li>iv. Payment on number delivered (subject to iii) is allowed however as action not managed as per Specification:-<br/>Penalty is the non-compliant number multiplied by the annual payment rate for the action for</li> </ul>   |

| Action   | Type of Non-Compliance  | Scheme Penalty   |
|--|---|--|
| Protection and Archaeological Sites(Grassland) | <ul style="list-style-type: none"> <li>i. Baseline Breach.</li> <li>ii. Number claimed not delivered.</li> <li>iii. Action not delivered or required minimum unit not delivered (one monument).</li> <li>iv. Monuments claimed not managed in accordance with GLAS specification points 4-16</li> </ul> | <p style="text-align: right;">one year.</p> <ul style="list-style-type: none"> <li>i. 100% of the GLAS payment for this action for one year.</li> <li>ii. Payment on number delivered.<br/>Penalty is number not delivered multiplied by the annual payment rate for the action for one year.<br/>Claw-back amount not delivered in previous years. GLAS payment in successive years will be limited to delivery found</li> <li>iii. Action ineligible for GLAS payment. Claw-back of any payments made on this action to date.</li> <li>iv. Payment on number delivered (subject to ii) is allowed however as site not managed as per Specification:-<br/>Penalty is the non-compliant number multiplied by the annual payment rate for the action for one year.</li> </ul> |



| Action                                       | Type of Non-Compliance  | Scheme Penalty  |
|--|---|---|
| Protection of Archaeological Sites (Tillage) | <ul style="list-style-type: none"> <li>i. Baseline Breach.</li> <li>ii. Number claimed not delivered.</li> <li>iii. Action not delivered or required minimum unit not delivered (one monument).</li> <li>iv. Monuments claimed not managed as set out in points 4-8 of the GLAS specification.</li> </ul>   | <ul style="list-style-type: none"> <li>i. 100% of the GLAS payment for this action for one year.</li> <li>ii. Payment on number delivered. Penalty is number not delivered multiplied by the annual payment rate for the action for one year. Claw-back amount not delivered in previous years. GLAS payment in successive years will be limited to delivery found.</li> <li>iii. Action ineligible for GLAS payment. Claw-back of any payments made on this action to date.</li> <li>iv. Payment on number delivered (subject to ii) is allowed however as site not managed as per Specification:- Penalty is the non-compliant number multiplied by the annual payment rate for the action for one year.</li> </ul> |
| Protection of Watercourses from Bovines      | <ul style="list-style-type: none"> <li>i. Baseline Breach.</li> <li>ii. Action not delivered or required minimum length not delivered where you are Tier 1 and this is your only Priority action or where you are Tier 2 and this is your only Secondary action.</li> <li>iii. Action not delivered or required minimum length not delivered where you are Tier 1 and have more than one Priority or where you are Tier 2 and have more than one Secondary action.</li> <li>iv. Action not managed as set out in the GLAS specification.</li> </ul> | <ul style="list-style-type: none"> <li>i. 100% of the GLAS payment for this action for one year.</li> <li>ii. Rejection from GLAS and claw back of all GLAS monies received to date.</li> <li>iii. Action ineligible for GLAS payment. Claw-back of any payments made on this action to date.</li> <li>iv. Payment on length delivered is allowed however as action not managed as per Specification:- Penalty is the non-compliant length multiplied by the annual payment rate for the action for one year.</li> </ul>  |

| Action           | Type of Non-Compliance  | Scheme Penalty  |
|------------------|---|---|
| Rare Breeds      | <ul style="list-style-type: none"> <li>i. Action not delivered or required minimum livestock units (0.15LU) not delivered where this is your only Priority action.</li> <li>ii. Action not delivered or required minimum livestock units not delivered where you have more than one Priority action.</li> <li>iii. Number of livestock units claimed for payment exceeds number kept for the calendar year.</li> </ul>  | <ul style="list-style-type: none"> <li>i. Rejection from GLAS and claw-back of all GLAS monies received to date.</li> <li>ii. Action ineligible for GLAS payment. Claw-back of any payments made on this action to date.</li> <li>iii. Payment on livestock units kept. Penalty is the non-compliant number of livestock units multiplied by the annual payment rate for each livestock unit for one year.</li> </ul>   |
| Riparian Margins | <ul style="list-style-type: none"> <li>i. Baseline Breach.</li> <li>ii. Action not delivered where you are Tier 1 and this is your only Priority Action or where you are Tier 2 and this is your only Secondary action.</li> <li>iii. Action not delivered where you are Tier 2 and you have more than one Priority Action or where you are Tier 2 and you have more than one Secondary action.</li> <li>iv. Linear length claimed not delivered as per GLAS specification.</li> <li>iv. Action not managed as set out in points 5, 6 and 7 of the GLAS specification.</li> </ul> | <ul style="list-style-type: none"> <li>i. 100% of the GLAS payment for this action for one year.</li> <li>ii. Rejection from GLAS and claw-back of all GLAS monies received to date</li> <li>iii. Action ineligible for GLAS payment. Claw-back of any payments made on this action to date.</li> <li>iv. Payment on length delivered. Penalty is length not delivered multiplied by the annual payment rate for the action for one year. Claw-back amount not delivered in previous years. GLAS payment in successive years will be limited to delivery found.</li> <li>v. Payment on length delivered (subject to iv) is allowed however as action not managed as per Specification:-<br/>Penalty is the non-compliant length multiplied by the annual payment rate for the action for one year.</li> </ul> |

| Action                             | Type of Non-Compliance   | Scheme Penalty   |
|------------------------------------|--|--|
| Traditional Stone Wall Maintenance | <ul style="list-style-type: none"> <li>i. Action not delivered or required minimum length not delivered (10m).</li> <li>ii. Linear length claimed not delivered as per GLAS specification.</li> <li>iii. Action not managed as set out in point 4 of the GLAS specification.</li> </ul>  | <ul style="list-style-type: none"> <li>i. Action ineligible for GLAS payment. Claw-back of any payments made on this action to date.</li> <li>ii. Payment on length delivered. Penalty is length not delivered multiplied by the annual payment rate for the action for one year. Claw-back amount not delivered in previous years. GLAS payment in successive years will be limited to delivery found.</li> <li>iii. Payment on length delivered (subject to ii) is allowed however as action not managed as per Specification:-<br/>Penalty is the non-compliant area multiplied by the annual payment rate for the action for one year.</li> </ul>  |
| Traditional Hay Meadow             | <ul style="list-style-type: none"> <li>i. Baseline Breach.</li> <li>ii. Action not delivered as per GLAS specification.</li> <li>iii. Area over-declared (up to a max. 10ha where the participant has 0ha of Low-Input Permanent Pasture).</li> <li>iv. Action not managed as set out in points 5, 6, 7, 8 and 9 of the GLAS specification.</li> </ul> | <ul style="list-style-type: none"> <li>i. 100% of the GLAS payment for this action for one year.</li> <li>ii. Action ineligible for GLAS payment. Claw-back of any payments made on this action to date.</li> <li>iii. Reduce GLAS payment if there is a difference between eligible area found and area claimed using IACS Rules (See Annex 3). Claw-back amount not delivered in previous years. GLAS payment in successive years will be limited to delivery found.</li> <li>iv. Payment on area found (subject to iii) is allowed however as action not managed as per Specification:-<br/>Penalty is the non-compliant area multiplied by the annual payment rate for the action for one year.</li> </ul> |

| Action          | Type of Non-Compliance  | Scheme Penalty   |
|-----------------|---|--|
| Wild Bird Cover | <ul style="list-style-type: none"> <li>i. Baseline Breach.</li> <li>ii. Action not delivered or required minimum unit area (1ha) not delivered where you are Tier 1 and this is your only Priority action or where you are Tier 2 and this is your only Secondary action.</li> <li>iii. Action not delivered or required minimum unit area (1ha) not delivered where you are Tier 1 and have more than one Priority or where you are Tier 2 and have more than one Secondary action.</li> <li>iv. Action not delivered or required minimum unit area (0.25ha) not delivered (General).</li> <li>v. Area over declared.</li> </ul> | <ul style="list-style-type: none"> <li>i. 100% of the GLAS payment for this action for one year.</li> <li>ii. Rejection from GLAS and claw back of all GLAS monies received to date.</li> <li>iii. Action ineligible for GLAS payment. Claw-back of any payments made on this action to date.</li> <li>iv. Action ineligible for GLAS payment. Claw back of any payments made on this action to date.</li> <li>v. Reduce GLAS payment if there is a difference between eligible area found and area claimed using IACS Rules (See Annex 3). Claw-back amount not delivered in previous year. Payment in successive years will be limited to delivery found.</li> </ul> |

| Action   | Type of Non-Compliance   | Scheme Penalty   |
|--|--|--|
| Wild Bird Cover (continued)                              | vi. Action not managed as set out in points 4- 9 , of the GLAS specification.  | vi. Payment on area found (subject to v) is allowed however as action not managed as per Specification:-<br>Penalty is the non-compliant area multiplied by the annual payment rate for the action for one year. |
| Record Keeping   | i. Record Sheets not kept as prescribed.<br>ii. Records/other documentation not submitted within the timeframe requested by the Department.  | i. A 10% penalty on the total GLAS payment for the year of inspection.<br>ii. A 5% penalty on the total GLAS payment for the year of inspection.   |
| Training in environmental practices and standards        | i. Training not completed by end of 2 <sup>nd</sup> full calendar year in the scheme.<br>ii. Training not completed by end of 3 <sup>rd</sup> full calendar year in the scheme.  | i. No further GLAS payment will issue until training completed, subject to (ii) below.<br>ii. Rejection from GLAS and claw-back of all GLAS monies received to date.   |
| Nutrient Management Planning                             | i. Nutrient Management Plan not prepared by 31 <sup>st</sup> March 2018.<br>ii. Nutrient Management Plan not prepared by end of 2 <sup>nd</sup> full year in the scheme.   | i. No further GLAS payment will issue until NMP completed, subject to (ii) below.<br>ii. Rejection from GLAS and claw-back of all GLAS monies received to date.  |
| Parcel with Priority Environmental Asset or Water Course | Parcel, which had been excluded at the commencement of the contract on the basis of 'not on holding' ( <i>annual Departmental check</i> ) or 'not on holding for duration of contract', ( <i>Departmental check Year 5</i> ), found. | 10% of total GLAS payment in the year found.   |

**NOTE:**

- Where a second breach for the same action occurs then the penalty amount will be doubled.
- The maximum annual penalty cannot exceed the maximum payment amount for the year.
- All Baseline breaches are cross reported to the Basic Payment Unit of DAFM and these penalties are also applicable to your BPS and Greening payments.
- Where the participant notifies the Department, prior to Inspection or administrative check, of the full or partial withdrawal of an action, no payment for the withdrawn amount will be made and there will be a claw-back of monies paid in previous years; however, the application of a penalty may be dispensed with in accordance with Article 3 of Regulation (EU) No 809/2014.

### Annex 3: Penalties for Over-declaration of Area under GLAS

#### Definition of Claimed Area

The claimed area in any year is the area claimed under the Basic Payment Scheme. If there is a difference between the claimed area on the original GLAS Application Form and the area declared for Basic Payment, the calculation of the claimed area will be based on the lower of the two figures. There will be NO penalty where the claimed area on the Application Form is greater than the area declared for Basic Payment.

In the case of Commonage and Natura land the eligible area is that identified by the Department and shown on the GLAS system.

#### Differences Between Claimed Area and Area Found

Where the area claimed is greater than the reference/eligible area found, the rules regarding payment and penalties will be applied in accordance with Commission Regulation (EU) No 640/2014, as outlined below:

If there is a difference between the claimed area and the area found, the calculation will be based on the lower of the two. If the difference is less than 3% of the area found, payment will be on the area found. However if the difference is greater than 3% or 2 ha, penalties as outlined in Table1 below will be applied. If the difference between the claimed area and the determined area is equal to or less than 0.1 hectares, payment is based on the claimed area. No area penalty will apply where the maximum area payable for the action has been delivered.

**Table1**

| <b>Difference between the number of eligible hectares <u>found</u> and the number of hectares <u>declared</u> on Basic Payment or GLAS Application Form if lower</b>          | <b>Level of Reduction/Exclusion</b>  |
|---|--|
| If the difference is greater than 3% but not more than 20% of the area found, or if the area found is less than 20% but greater than 2 hectares for the crop group concerned. | Payment is based on the number of eligible hectares reduced by twice the difference between the number of hectares found and number of hectares claimed.   |
| If the difference is greater than 20% of the area found.  | No payment is made under the crop concerned for the year in question.  |
| Greater than 50%.   | No payment is made for the crop concerned for the year in question. In addition an administrative fine amounting to the difference between the number of hectares found and the number claimed will be offset against any EU payment due to the applicant during the course of the three calendar years following the year in which the determination is made. |

## **ANNEX 4: Explanatory Note on use of Selection Criteria in Tranche 3**

### **OVERVIEW OF RANKING PROCESS**

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

Within Tiers 1 and 2, and only if necessary, there is a further prioritisation of 'assets over actions'. This means that within each tier, someone with a listed environmental asset is ranked higher than someone who gains access to that tier by selecting a particular environmental action.

The third way of ranking applications is through the application of specific selection criteria. Under the terms of our RDP approval, all applications submitted through Tier 3 of GLAS must be evaluated using selection criteria. Applications from other tiers may also be subject to selection criteria, if it looks like demand is likely to outstrip the available funds.

Applicants and advisors are also reminded that any Tier 3 applicant can promote themselves into Tier 2 by selecting one of the identified key environmental actions (minimum tillage, catch crops, low-emission slurry spreading or wild bird cover), provided of course that they deliver the minimum required for Tier 2 access.

### **THE SELECTION PRINCIPLES**

Eight overarching selection principles have been agreed with EU Commission:

- Inherent environmental value of the actions chosen;
- Relative environmental value of the actions to any notified themes;
- Complementarity of the actions with each other;
- Targeting existing environmental needs/potential of the farm;
- Achieving regional balance, taking account of existing intake;
- Achieving balance in holding size, taking account of existing intake;
- Achieving balance in operational direction of participating holdings, taking account of existing intake;
- Previous engagement in delivery of AECMs (limited to situations where it clearly adds value in achieving environment-climate objectives).

All selection principles will not necessarily apply to every tranche, and some are specifically designed for later tranches, to achieve best balance overall in the light of earlier intake.

### **SELECTION PRINCIPLES TO BE APPLIED IN TRANCHE 2**

For this first tranche of GLAS, the following principles only will apply:

- Inherent environmental value of the actions chosen;
- Complementarity of the actions with each other;
- Targeting existing environmental needs/potential of the farm.

#### *Number of actions being scored*

Only the top four actions will be scored. There is no benefit, therefore, in selecting multiple actions in an effort to increase the chance of being selected.

#### *Pass Mark*

Finally, a 'Pass Mark' will also apply, as is the case generally where selection criteria apply. For Tranche 2, the Pass Mark is 16.5.

**CALCULATING YOUR SCORE**

The associated spreadsheets will allow applicants and advisors to score their own proposals and see how they are likely to rank in the selection process. Please note for ranking and selection purposes, only four actions will be used. You may of course select additional actions for payment purposes but only the four highest scores will count towards your score for ranking and selection purposes. A secure PDF version of the selection criteria and scores will be posted to the website, and editable versions provided to each Advisor for their own use.





## Footnotes

1. Only add max of 4 actions for marks

2. If more than 4 actions are chosen by farmer the GLAS Advisor MUST remove the GLAS Action(s) Commitment (Lenght/area/units) from Column D to clearly see the number of points he/she will be awarded

3. Complementary Groups are highlighted in yellow and are (A) Bird Boxes with WBC; (B) LIPP/THM with Protection of Watercourses from Bovines and/or Ripirian Margins; (C) Bees with Arable Margins and Enviromental Mgt of Fallow Land

4. For Low Emission Slurry Spreading, insert a 1 if taking this as a GLAS Action.