

# Pearl Mussel Programme: Terms & Conditions

Prepared by The Pearl Mussel Project Limited, June 2020



## Preface

The Pearl Mussel Project is developing an innovative pilot agri-environment programme that seeks to improve the quality of watercourses through a results-based payment approach. It is a locally adapted programme in eight priority freshwater pearl mussel catchments located in the north-west, west, and south-west of Ireland. The programme will run until December 2023. Peatland, grassland, and woodland habitats are used as result indicators and the higher the quality of these habitats, the higher the payments farmers receive. In addition, the interface between these terrestrial habitats and the freshwater environment influences the final payment. This approach has the effect of creating a market for biodiversity, and provides an opportunity and incentive for farmers to manage their habitats to produce higher quality biodiversity.

This Terms and Conditions document sets out the detail under which the programme will be run, however, the project team will monitor its progress and do have the flexibility to adapt and innovate as challenges arise.

It is hoped that this programme will form a basis for future agri-environmental schemes in these areas. As such it presents an opportunity for farmers to be involved in developing policy that could provide long term environmental and economic benefits to their communities into the future.

The Pearl Mussel Project is a European Innovation Partnership (EIP) funded by the Department of Agriculture, Food, and the Marine as part of Ireland's Rural Development Programme 2014-20.



European Agricultural Fund  
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## 1. Introduction

This document sets out the Terms and Conditions of the Pearl Mussel Programme. Further information on the administration and operation of the Programme is available on the project website ([PearlMusselProject.ie](http://PearlMusselProject.ie)). All project related documents and forms are available to download from the website or can be requested directly by contacting the Project Team.

The freshwater pearl mussel (*Margaritifera margaritifera*) is a large filter-feeding bivalve, which is found in near-pristine freshwater habitats. They are Ireland's longest living animal living for up to 140 years.

Adult freshwater pearl mussels can reach lengths of 12-15cm, and live partially buried in the river bed. The mussels are filter feeders, inhaling and expelling up to 50 litres of water per day through siphons, while retaining food particles. This filtering activity means that pearl mussels can help to maintain and improve water quality, where they are present in high numbers.

European freshwater pearl mussel populations have declined by 90% over the past century. The top eight catchments in Ireland contain 80% of the total Irish freshwater pearl mussel population. All of these catchments are however, undergoing a slow population decline, and several face extinction unless action is taken. They are listed as Endangered on the IUCN Red List, and is one of the 365 most endangered species in the world. They are protected under the Wildlife Act and Annex II and V of the EU Habitats Directive and any disturbance to them or their habitat is an offence.

The main reason for this decline is the low level of survival of juvenile mussels, which are extremely sensitive to changes in environmental conditions. This is leading to an ageing population, not capable of replenishing itself. Juvenile survival is dependent on a clean, well oxygenated river bed, with little fine sediment, or algal growth. Activities that result in changes in river flow, increased levels of silt, and increased levels of nutrients can contribute to the decline of freshwater

pearl mussels. In addition to drainage, and changes to river channel morphology, increased intensification of land use in river catchment areas also contributes to unfavourable conditions for freshwater pearl mussel survival.

The Pearl Mussel Project is developing an innovative pilot agri-environment programme that seeks to improve the quality of watercourses through a results-based payments approach. It is a locally adapted programme to be rolled out across eight priority freshwater pearl mussel catchments located in the north-west, west, and south-west of Ireland. Peatland, grassland, and woodland habitats are used as result indicators and the higher the quality of these habitats, the higher the payments farmers receive. In addition, the interface between these terrestrial habitats and the freshwater environment influences the final payment.

The programme aims to address the challenges of adapting the results-based payments approach to target aquatic species. It is an exciting opportunity for farmers to derive an additional income from their land and helps to secure the economic viability of agricultural enterprises.

The Pearl Mussel Project is a component of the European Innovation Partnerships initiative under the Rural Development Programme (2014-2020) under the remit of Regulation (EU) No 1305/2013 Of The European Parliament And Of The Council.

## 2. Definitions

**'Advisor'** shall mean a person who is Farm Advisory Service (FAS) approved and who has attended and completed all the relevant Pearl Mussel Project training.

**'Agreement'** shall refer to this document.

**'Annual Works Plan'** shall mean a document produced by an Advisor detailing the actions nominated for the coming year. The document is re-drafted annually.

**'Commonage'** shall mean lands farmed in common. They are included in the Department's commonage container.

**'Commonage Farm Plan'** (CFP) shall mean a GLAS management plan prepared by an advisor for each commonage less than or equal to 10 hectares.

**‘Commonage Management Plan’** (CMP) shall mean a GLAS management plan prepared by an approved commonage advisor for each commonage greater than 10 hectares.

**‘Contract’** shall mean the contract between the participant and The Pearl Mussel Project Ltd. It shall run from the date of receipt by the Pearl Mussel Project of a signed contract until December 31<sup>st</sup>, 2023.

**‘Department’** shall mean the Department of Agriculture, Food and the Marine and its successors.

**‘Farm’** shall mean economic management unit, including all the management units in the state under the control of the Farmer.

**‘Farm Plan’** (also called ‘Pearl Mussel Farm Plan’) shall mean a map based document prepared by the Pearl Mussel Project Team.

**‘Farmer’** shall mean an individual agricultural producer, whether a natural or legal person or a group of natural or legal persons (i.e. a registered farm partnership) with a single herd number who have submitted a Basic Payment Scheme Application in the current year.

**‘Farming’** shall include the production, rearing or growing of agricultural products, including harvesting, milking, breeding animals, and keeping animals for farming purposes.

**‘Floodplain’** shall mean lands adjacent to the freshwater pearl mussel habitat in the main river channels that are subject to river flooding.

**‘GLAS’** shall mean the Green, Low-Carbon, Agri-Environment Scheme approved by the European Commission as a measure in Ireland’s Rural Development Programme 2014-2020.

**‘IUCN’** shall mean the International Union for Conservation of Nature.

**‘Lease’** shall mean any term of rental agreement on lands occurring within the PMP Catchment.

**‘LPIS’** shall mean Land Parcel Identification System.

**‘Management Unit(s)’** shall mean a plot or group of contiguous plots that are managed as a single unit under the Pearl Mussel Programme, often delineated by a physical boundary.

**‘Main river channel’** refers to the river channel in which freshwater pearl mussel occurs.

**‘Natura 2000’** shall mean lands designated under Directive 79/409/EEC

and Directive 92/43/EEC (Birds and Habitat Directives).

**‘NHA’** shall mean Natural Heritage Area.

**‘Participant’** shall mean the farmer that is participating in the Pearl Mussel Programme

**‘Pearl Mussel Programme’**, also referred to as 'the Programme' shall mean the measure approved by the European Commission and included in Ireland’s Rural Development Programme 2014-2020. The Pearl Mussel Programme is administered by the Pearl Mussel Project Ltd and O’Connor Pyne & Co. Ltd. (Accountants).

**‘Pearl Mussel Project Team’** or **‘Project Team’** shall mean the personnel of The Pearl Mussel Project Ltd, that administer the Programme namely: the Project Manager, the Assistant Project Manager, catchment officers and the project administrators in the northwest and southwest catchments, and O’Connor Pyne & Co. Ltd. (Accountants).

**‘PMP Catchment’** shall refer to the area of lands that drain to one of the top eight freshwater pearl mussel rivers relevant to the Pearl Mussel Programme. These catchments are delineated under S.I. 296 of 2009 Freshwater Pearl Mussel Regulations as amended in / S.I. 355 of 2018.

**‘Plot’** shall mean an area of land defined by the project team for the purposes of scoring an individual habitat area.

**‘Plot Score’** shall mean a score calculated for a plot using the appropriate scorecard for the habitat as developed by the Project Team.

**‘Qualifying Land’** shall mean land suitable to be scored and considered for payment.

**‘SAC’** shall mean Special Area of Conservation.

**‘Scorecard’** shall mean a system developed by the Pearl Mussel Project Team for assessing habitat quality in different habitats.

**‘Spread land’** shall mean land that is trafficable by tractor and which has the capacity to take nutrient or slurry application. The term is used to describe areas utilisable for spreading organic fertiliser (slurry).

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

**‘Whole-farm’** shall mean all the units used for agricultural activities and managed by a participant farmer situated within the top eight catchments.

### 3. The Pearl Mussel Programme

The Pearl Mussel Programme is a European Innovation Partnership (EIP) agri-environment pilot project that is results-based as measured through field assessment. It will be delivered by The Pearl Mussel Project Ltd., a specialist company appointed through competitive tender by the Department. The Programme will be overseen by a Steering Group with representatives from the Department, the National Parks and Wildlife Service, Teagasc, the Environmental Protection Agency, Local Authorities Waters Programme, an academic expert in agro-ecology, a representative of participating farmers, and Pearl Mussel Project expert advisors.

The delivery of the Programme is supported at the farm level by two types of payments:

#### Results-based Payment

- **Habitat Quality Payment** – for the provision of high quality natural habitats.
- **Floodplain Payment** – for maintaining natural flood processes along main river channels.

This payment will be adjusted based on the outcome of a whole-farm assessment.

**Supporting Actions Payment** – for farm measures completed by the farmer aimed at improving habitat quality.

Results-based payments under the Programme are made annually in arrears and based on the habitat quality delivered by 15<sup>th</sup> August each year, *i.e.* the latest date for scoring habitats. Payments for supporting actions will be made on a quarterly basis following declaration of completion of works by the farmer.

The Programme is part of a package that supports farmers in the top eight freshwater pearl mussel catchments along with payments relating to the Basic Payments Scheme (BPS), Areas of Natural Constraint (ANC), and GLAS schemes. It is independent of GLAS and all payments through the Programme are separate from (and in addition to) GLAS. Double payment with other schemes will be avoided as outlined in Section 14.

The primary objectives of the Pearl Mussel Programme include:

- To ensure the sustainable management of high nature value farmland in the top eight freshwater pearl mussel catchments (PMP Catchments),

with a special emphasis on the restoration of the hydromorphology of the species' aquatic habitat, while also improving the quality of semi-natural terrestrial and wetland habitats.

- To promote a stronger socio-economic outlook for what are generally difficult to manage, marginally agriculturally productive areas.
- To foster continued positive relations through locally adapted solutions between the people who have managed this landscape for generations, the relevant Government Departments, and the special biodiversity that exists in these areas.
- To secure the future presence of the freshwater pearl mussel in the selected catchments and to develop an effective model for future sustainable management of these areas.

### 4. Eligibility Criteria and Programme Requirements

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

- 18 years of age or over on the date an expression of interest is received by the Project Team.
- An active herd owner, *i.e.* submit a valid annual application under the Basic Payment Scheme, including the declaration of all lands farmed.
- Farming at least one parcel containing qualifying lands within or partially within a PMP Catchment (see Appendix I for national map of catchments, detailed maps can be requested from the Project Team or viewed on the project website ([PearlMusselProject.ie](http://PearlMusselProject.ie))).

To participate in the Programme it is also necessary to:

- Agree to abide by the Terms and Conditions as outlined in this document for the duration of the contract.
- Engage the services of an Approved Pearl Mussel Programme Advisor<sup>1</sup> to carry out scoring of habitats each year and submit an annual works plan (see Section 9 for advisor requirements).
- Attend training during each year of the programme.

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<sup>1</sup> List of Approved Pearl Mussel Programme Advisors will be maintained on the project website ([PearlMusselProject.ie](http://PearlMusselProject.ie)) following initial training of advisors (March 2019).

- Maintain records of the delivery of agreed commitments undertaken in the farm plan or annual works plan.
- Facilitate access to lands by the Project Team.

## 5. Land Eligibility for the Pearl Mussel Programme

All farm land within the top eight freshwater pearl mussel catchments can be considered for payment<sup>2</sup> with the exceptions of buildings (and their curtilage), extensive water, farmyards, quarries, and commercial forest. On commonage lands it is the fraction declared by the participant on their current BPS application that is considered for payment. Payment will only be made on that part of the commonage parcel occurring within the PMP Catchment. Where the catchment boundary splits a land parcel, only the proportion within the catchment boundary will be paid on.

Lands must have been declared on the applicant's current BPS application to be considered for the Programme<sup>3</sup>. The Project Team will make use of BPS data provided by the Department to determine that lands on which payment is claimed are being farmed by the applicant in the current year of the programme. Participants will provide up-to-date information on their current BPS application.

As required under existing legislation, the farmer shall adhere to the provisions of their Basic Payment Scheme, Area of Natural Constraint, and other provisions as required by the Department, including maintenance of land in Good Agricultural and Environmental Condition (GAEC), compliance with Statutory Management Requirements (SMRs) which includes compliance with Activities Requiring Consents (ARCs), and ensure that the cross compliance standards are fully met.

## 6. Application Procedure

Entry to the Programme will be on a phased basis over the first two years by which time the Programme budget is likely to be fully assigned. The initial round of recruitment will take place during March and April

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<sup>2</sup> Although land may be eligible for the Programme, it must be of sufficient quality to attract a payment.

<sup>3</sup> BPS eligibility is not a factor in determining qualifying land for the Pearl Mussel Project.

2019. The second round of recruitment is likely to commence in early 2020. Farmers that wish to apply to participate in the Programme must initially complete and submit the single page Expression of Interest form (Appendix II, Form PMPF1). The submission of this form authorises the Project Team to access the applicants BPS data and to prepare a Farm Plan. It also gives consent to the Project Team to enter onto lands to carry out pre-approval inspections. In the case of joint herd numbers, all persons attached to the herd number must sign all forms pertaining to the programme.

Following a review of the application, successful applicants will be issued with a contract offer (Appendix II, Form PMPF2) and a Pearl Mussel Farm Plan. This contract offer must be signed by the applicant and returned to The Pearl Mussel Project Ltd within 1 month of the date on the offer. At this time the successful applicant must also submit a completed bank details form (Appendix II, Form PMPF3) and a nomination of farm advisor form (Appendix II, Form PMPF4). All unsuccessful applicants will be notified at the end of the recruitment window.

## 7. Selection Criteria

The selection of participants is based on farm information from the applicants previous years BPS application. For each PMP Catchment, applicants will be ranked by the Project Team according to the criteria outlined below. As funding is limited, it may not be possible to accommodate all eligible applicants. Participants will be shortlisted for acceptance at regular intervals during the recruitment phase. Unsuccessful applicants will automatically roll over to be considered again for the next round of recruitment, therefore it is recommended that prospective applicants submit an application at the earliest possible time to increase their chances of being accepted. Private lands and commonage lands will be treated separately in the application process as summarised in the following sections.

### 7.1 Private Lands

Farmers who participated as pilot farmers during the design phase of the Programme will be accepted upon applying to join the Programme. Farmers who are currently participating in the KerryLIFE Project will also be accepted upon applying to join the Programme, however they will not

be eligible for a Pearl Mussel Project payment until after their contract with KerryLIFE ends.

The proximity and connectivity to freshwater pearl mussel habitat<sup>4</sup> will be used to prioritise all other applicants. Applicants will be assigned a rank according to one of the following four categories (listed in order of decreasing priority) by considering the characteristics of their private lands in relation to freshwater pearl mussel habitat:

- Lands adjoining freshwater pearl mussel habitat<sup>5</sup>
- Lands along Ordnance Survey Ireland (OSI) mapped watercourse upstream of freshwater pearl mussel habitat
- Lands along OSI mapped watercourse upstream of a lake, which itself is upstream of freshwater pearl mussel habitat
- Lands within PMP Catchment but removed from any OSI mapped watercourse(s).

Following this, applicants will then be individually ranked within these categories according to the ratio of length of mapped watercourse to land area<sup>6</sup>. This means that, within each category the highest rank will be assigned to the applicant with the highest proportion of watercourses in relation to land area. Participating farmers with private lands within the PMP Catchment will only get paid on their commonage shareholdings where they are associated with a priority commonage parcel (see Section 7.2 below). As a general rule private farms less than 2ha in extent will be considered at the lowest priority level for entry to the Programme, unless they are located within a critical site as determined by the Project Team.

## 7.2 Commonage Lands

A review of commonage areas within each PMP Catchment has identified key commonage parcels that are a priority for the Programme, based

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<sup>4</sup> Freshwater pearl mussel habitat constitutes those parts of the rivers that provide conditions suitable for the survival of the species (typically areas of relatively constant flow characterised by a clean, stable, well oxygenated sand/gravel river bed).

<sup>5</sup> As per freshwater pearl mussel habitat mapping provided by the National Parks and Wildlife Service.

<sup>6</sup> The calculation of the area is based on the BPS land parcel data provided by the Department. Land parcels where the parcel use was declared as buildings, farmyards, forest, gardens, quarries or roadways will be excluded. In the case where no mapped watercourses are present, the ranking reverts to area, with the largest farms attaining the highest rank.

on their potential contribution towards the overall aims of the project. Commonage LPIS parcels less than 5ha in extent will be considered at the lowest priority level for entry to Programme, unless they are located within a critical site as determined by the Project Team.

The same selection criteria used for private lands was applied to each individual commonage LPIS parcel that occurs within PMP Catchments. The highest ranking parcels in each PMP Catchment, while also considering the extent of commonages at the catchment level, are included on the list of priority commonages. The list of priority ranked commonages is available on the project website. Eligible commonage shareholders in these parcels are encouraged to apply to join the Programme during the recruitment window as given on the project website.

The Project Team will work with the commonage shareholders and their advisors with the aim of recruiting the maximum number of active shareholders. There is no guarantee that applications from applicants in priority commonages will be accepted beyond the initial recruitment window. Depending on PMP budget availability the list of priority commonages may be extended in future years of the Programme to include lower ranking commonage parcels.

In the case that a farmer with private land within the PMP Catchment expresses an interest in joining the programme on the basis of having a shareholding within a priority commonage parcel, then the private land in the farmer's ownership (occurring within the PMP Catchment) must also be included within the Programme. In the case where a commonage participant has private lands outside of the PMP Catchment, those lands will not be included in the Programme.

## 8. The Pearl Mussel Programme Farm Plan

On entry to the Programme, the Project Team will prepare a Pearl Mussel Programme Farm Plan. It consists of a brief document which provides summary details of the farm, a list of individual PMP plots, and an associated map. An overall objective for the plan is included in the Farm Plan. At the end of each year, a payment sheet will be issued which will summarise the results that give rise to the payment on each individual plot. This sheet will also include specific management recommendations relevant to each plot for the farmer to consider in order to improve the result (that will improve conditions for the freshwater pearl mussel) and associated payment. If a farmer wishes to undertake supporting actions

to increase their score, the Farm Plan will be supplemented by an Annual Works Plan.

## 8.1 Annual Work Plan

In addition to the overall Farm Plan, all participating farmers will be invited to draw up, in consultation with their advisor, an annual works plan; which will be prepared each year by the participant's advisor. This Annual Works Plan will include details on supporting actions to be undertaken on the farm with the aim of helping the farmer achieve a higher environmental score in future years. This annual plan shall be submitted by the advisor to the Project Team.

The plan will include the following information:

- Map showing location of all planned works for that year in relation to the farm plots.
- Details of the proposed actions including quantities, methods, unit costs, funding rates, and any consents / legal requirements.

The annual works plan is intended to set out a clear plan of action for the farm and are re-drafted annually. The plan is submitted to the Project Team for approval. Any amendments requested by the Project Team will be agreed with the farmer and their advisor.

## 9. Pearl Mussel Programme Advisors

On accepting a contract offer all participating farmers must nominate an approved advisor. In the case of commonages, a single advisor will need to be nominated by a majority of participating shareholders. In many cases the GLAS Commonage Advisor may fill this role (subject to their approval as a Programme advisor), where this is not possible, the Project Team can assist participating farmers in identifying an alternative advisor, or where deemed most appropriate the Project Team may fulfil the role. The project team will assume the role of the farm advisor on those farms with less than a total area of 2ha of private lands within a catchment.

A list of PMP approved farm advisors will be drafted for the Programme. Only Farm Advisory Service (FAS) approved advisors who have successfully completed PMP advisor training will be included on the list. PMP advisor training will be delivered by the Project Team and will include practical training in scoring habitat plots, carrying out whole-farm assessments,

preparing annual works plans, and submission of data to the Project Team. Approved advisors will be required to attend an annual refresher course during the duration of the Programme.

Participating farmers nominate their chosen advisor by submitting a completed advisor nomination form to the Project Team (see Appendix II, Form PMPF4). This must be done prior to the advisor assessing their farm in their first summer participating in the Programme. All advisory costs are borne by the participant and the cost of advisory support has been incorporated into the Programme payments. In the case of commonages, the Project Team will set the advisor fee and deduct the advisor payment prior to payment being issued to the farmer. The Project Team is not responsible for the actions of advisors.

The advisors will work closely with the farmer and the Project Team. The main responsibilities of the advisor include:

- Review of overall farm plan;
- Annual scoring of habitats;
- Annual whole-farm assessment;
- Annual submission of results of habitat scoring and whole-farm assessment; and
- Drafting and submission of annual works plans.

On approval to work on the Programme, advisors will be required to abide to a PMP Advisors Code of Conduct. Advisors who consistently fail to attend training (by missing two or more refresher courses), who are found to have knowingly falsified payment claims or other information, or who fail to co-operate with the Project Team, or are found to be in breach of the Advisors Code of Conduct may have their approval to work on the Programme revoked.

## 10. Participant Training

All participants are required to attend a one full-day training course in each year of the Programme, where the farmer is unable to attend, then they need to nominate in writing a named representative to attend on their behalf. A representative can only be used in exceptional circumstances and cannot be another participating farmer. Non-attendance at training will lead to a 10% reduction on all payments in that year. The participant will receive a payment of €100 for attendance

at a full day training course (€50 in the case of a half day course). This payment will be issued to the participants shortly after the course is delivered. Specialist courses may be provided to selected participants on topics such as control of invasive alien plant species, and drain blocking. Participants who attend these specialist training courses will also be issued a payment of €100 per day. The Project Team intend to hold a series of additional voluntary workshops for participants throughout the Programme duration.

## 11. The Pearl Mussel Programme Contract Terms

The Pearl Mussel Programme is an EIP pilot project and as such all aspects of the Programme are subject to change in response to participant feedback and Programme monitoring.

**Parties to the Contract.** The Pearl Mussel Programme Contract is between The Pearl Mussel Project Ltd and the participating farmer.

**Contract Offer.** The Project Team will review and select applicants on a monthly basis during the recruitment windows. Successful applicants will be offered a Programme contract. This must be signed by the applicant and returned to the Project Team within one month of the offer being made.

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

**Contract Duration.** The Contract shall run from the date that a signed contract is received by the Project Team, provided full adherence to these Terms and Conditions, until December 31<sup>st</sup>, 2023, unless the Department extend the Pearl Mussel Programme and both parties are agreed on any proposed extension to this period.

**Transfer of Contract.** The contract is not transferable, except in cases where the entire farm area relevant to the Programme is transferred to a new owner. In these cases, the new owner may opt to continue with the contract. Should part of the holding be transferred to another party, the transferee has no automatic right to participate in the Programme and an application to do so must be made to the Project Team for approval.

**Adding Land to Contract.** Where an existing participant buys or leases

additional land within a PMP Catchment during the term of the contract, then the lands will be included in the Programme and added to the farm plan. The land details will be cross checked against the participant's BPS application of the year in question. Only land included in the BPS can receive payment.

**Removing Lands from Contract.** All farm land within PMP Catchments under the control of the participant are included in the Programme. Any reduction in land should be notified to the Project Team and subsequently be removed from the farm plan.

**Leased Land.** Farm land leased by participants that occur within PMP Catchments will be included in the Programme and treated the same as privately owned farm land.

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

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

**Abandoned Contracts.** If the participant has not submitted a claim for payment or an Annual Works Plan by December 31<sup>st</sup> each year, the contract may be deemed as abandoned. An abandoned contract may be terminated after one month's notice in writing to the participant and to their advisor.

## 12. Farmer Payments

Farmer payments will be made directly to the farmer's bank account by the Project Team. The regulations that govern the operation of the Pearl Mussel Programme do not permit direct area based payments in the same manner as more traditional agri-environmental schemes. Participating farmers have the opportunity of two main payment strands as follows:

### Results-based Payment

**Habitat Quality Payment** - for the services provided by semi-natural habitats.

**Floodplain Payment** - for maintaining natural flood processes along freshwater pearl mussel habitat in main river channels. This payment

is only relevant to farmers with land in critical areas that are prone to river flooding.

The results-based payments are calculated based on the quality of terrestrial habitats as defined by a score achieved at the plot level. These payments are then subject to an adjustment based on the outcome of a whole-farm assessment of watercourses and the potential risks to downstream water quality. (See page 22). On critical sites, the Project Team may develop a customised scoring system based on the characteristics and value of the site.

## Supporting Actions Payment

Payment for measures completed by the farmer aimed at improving habitat quality or reducing risk of impacts on downstream water quality and freshwater pearl mussel habitat.

A supplementary payment will be made to any participant in the Programme whose total annual results-based payment is less than €1,100. This payment will be a maximum of €300 and shall not allow a participant to exceed €1,100. For example, where the results-based payment is €800 or less, the supplementary payment will be €300. Where the total payment is €950, the supplementary payment will be €150, etc. Note, from the third year of participating in the Programme the supplement will only be available where the participant achieves a whole-farm assessment of 'good' or 'excellent'.

## 12.1 Results-based Payment

### Habitat Quality Payment

Pearl Mussel Programme payments are made to farmers based on habitat quality at the plot level. Habitat quality relates to specific environmental goals which reflect habitat condition, landscape value/ richness of biodiversity, soil health, and in particular, water quantity and quality.

The quality of three farm habitats in each PMP Catchment (grassland, peatland, and semi-natural scrub / woodland) influences the quality of the surface water in the catchment. Habitat quality will be assessed using a scorecard for each plot. Higher scores reflect higher quality, and higher payments.

The scoring system is quality-based on a scale of 0 to 10. Where a plot scores 0 to 3, this will not receive a payment, regardless of area. The payment scale (Figure 1) increases in varying steps from a score of 4 to

the maximum payment rate for a score of 10. All plots can progressively increase their environmental score and associated payment over the lifetime of the farm-plan.

The top payment of 10 will only be achieved where the habitat is considered to be in optimal condition and therefore deserving of highest payment for delivering environmental benefits.



Figure 1: Freshwater Pearl Mussel Programme results-based payment scale.

### Habitat Quality Payment Rates

Payment rates vary across three area bands, with quality based payment rates declining as farm area increases: 0-30ha, >30-70ha, and >70ha (see Table 1). In calculating results based payments, the lowest scoring lands will be paid at the highest payment band rates. This adds a strong incentive to improve lower scoring lands as any increase in habitat quality (score) will be paid at the highest rate. The same payment rates apply to private lands and commonage lands. In the case of commonages, the payment bands are applied at the LPIS parcel level rather than farm level.

Payment rates according to quality per ha (€)			
Plot score	A	B	C
	0-30 <sub>ha</sub>	>30-70 <sub>ha</sub>	>70 <sub>ha</sub>
<4	0	0	0
4	68	15	5
5	79	18	6
6	90	20	7
7	135	30	10
8	180	40	14
9	203	45	15
10	225	50	17

Table 1: Payment rates for quality score achieved across three area bands.

### Floodplain payment

Floodplains form an important function in flood management and serve to reduce the flood peak, and delay its arrival further downstream. In the context of freshwater pearl mussel requirements, floodplains are important during high-flow by slowing the rate and reducing the volume of the flow, which in turn decreases potential for river bed and bank-side erosion. The payment rewards farmers for maintaining active floodplains on their lands which provides an important ecosystem service.

This payment relates only to farmers with plots that occur along the main river channels with freshwater pearl mussel habitat and extends a further 500m upstream of freshwater pearl mussel records as reported by NPWS (maps available from Project Team or can be viewed on project website ([www.PearlMusselProject.ie](http://www.PearlMusselProject.ie))). The payment rate is based on the habitat quality score achieved on the plots that occur along the main river channel with freshwater pearl mussel habitat. Where a participant or commonage has multiple plots along the river, an average score of these plots will be used. The total length of floodplain will be calculated and assigned to one of three bands (see Table 2). This payment will be added to the farmer's habitat quality payment before being subject to an adjustment based on the outcome of the whole-farm assessment (see below).

Length of river channel (m):	Average plot score:								
	<4	4	5	6	7	8	9	10	
< 250m	€ 0	200	225	250	275	300	325	350	
250-1000m	€ 0	280	315	350	385	420	455	490	
>1000m	€ 0	400	450	500	550	600	650	700	

Table 2. Floodplain payment relevant to all plots occurring along the main river channels which support freshwater pearl mussel.

### Whole-farm payment adjustment

The aim of the whole-farm assessment is to capture the overall contribution a farmer makes towards water quality within freshwater pearl mussel rivers. Each farm (or each LPIS parcel in the case of commonage), within the PMP Catchment, is subject to a whole-farm assessment of water quality impacts and risk. Depending on the outcome of the whole-farm assessment one of four levels will be achieved as follows: poor, inadequate, good, and excellent.

There are three main criteria that are considered in determining the result of the whole-farm assessment:

- **Farm nutrient balance.** An assessment of potential excess nutrient losses from the farm is undertaken. The extent of suitable spread lands for slurry is a considerable constraint within the PMP Catchments. To identify those farms where excess slurry generation and associated spreading may present a risk to water quality, an appraisal of suitable spread lands is undertaken. This considers the number of animals housed (slurry generated), appropriate nutrient application rate, and the extent of available spread lands. The outcome of the assessment is scored according to three categories from poor to good.
- **Farmyard management.** This assessment identifies any risk of point source pollution to watercourses. It includes the farm yard, sheep dipping units, and cattle feeding and holding / testing yards.
- **Watercourse condition and risk assessment** – all watercourses (streams, rivers, drains) are assessed in relation to risks arising from flow, livestock, sediment, and nutrients.

Once the whole-farm score is determined, a corresponding correction factor is applied to the overall results-based payment as outlined in Table 3.

In the case of commonage parcels, a modified ‘whole-farm assessment’ will be completed, whereby the assessment is based almost exclusively on a watercourse condition assessment.

Quality	Correction factor
Poor	0.3 - the overall results-based payment is reduced by 70%
Inadequate	0.6 - the overall results-based payment is reduced by 40%
Good	1 - no reduction applied to the overall results-based payment
Excellent	1.2 - a bonus payment of 20% is applied to the overall results-based payment

Table 3: Whole-farm pathway assessment and correction factors applied to total result based payment.

### Calculation of Results-based Payment

Each plot of land will be assessed in the field and a score ranging from 0 (low) – 10 (high) applied by the advisor, reflecting habitat quality. All farm plots will be ranked according to field score in increasing order. The payment will then be calculated by multiplying area of lands (in hectares) by corresponding payment rate considering the relevant payment band which applies to the plot (or part thereof). This is the result-based payment for each plot. The sum of these will give a total habitat quality payment due to the farmer. Where relevant, an additional payment relating to floodplain management will be added to this. In order to calculate the final payment due to the farmer the results-based payment is multiplied by the whole-farm assessment factor (Figure 2).

The payment for individual commonage parcels will be calculated in the same way as individual farms. Individual shareholders will be entitled to a share of the final result based payment proportional to their shareholding in the commonage.



Figure 2: Application of whole-farm assessment in calculating final result-based payment.

## 12.2 Supporting Actions Payment

Supporting actions are prescribed measures that a farmer agrees to undertake on a plot with the aim of improving habitat quality or whole-farm score. Each participant in the Programme receives an annual allowance based on their area of land within the PMP Catchment in order to undertake supporting actions. The annual allowance is €50 per ha up to an annual maximum of €1,200. Following training, the participant, working with their advisor, nominates actions on their Annual Works Plan, these will be paid following a declaration by the participant that they have been delivered. Claims for payment can be submitted at any time during the year following completion of works and will be processed quarterly by the Project Team. Participants will, in most instances, not be eligible for their first annual works payment until their second year participating in the Programme.

Standard supporting actions are detailed in a specifications document published by the Project Team. The document provides detailed required specifications and guidance on the completion of supporting actions.

### General Conditions

The Annual Works Plan must be prepared by the participant and their advisor and submitted before the end of the calendar year. The Plan must list the works proposed for the following year and where relevant show associated locations on the farm plan map.

The participant must have attended the initial training course prior to the submission of their first Annual Works Plan. In advance of works commencing they must be screened and approved by the Project Team.

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

The participant declares that the works have been completed at any time

during the year but must be made by the end (December 31<sup>st</sup>) of the following year. Non-completed works may be withdrawn / held over and submitted in the following year's work plan.

**Rate of Support.** The Project Team will co-invest with the participant in the provision of infrastructure that enhances the farmer's capacity to deliver environmental benefits. Support for these actions ranges from 25-50%. Support for Actions which directly enhance habitats which support freshwater pearl mussel and have little or no direct agricultural benefit may be 75 or 100% funded by the Programme subject to the overall cap on funding for actions. Sample supporting actions and the rate of support is provided in Table 4.

Supporting action category	Example actions	% funding	Rationale
Environmental benefits with little agricultural benefit	Drain blocking, provision of swales /settlement ponds, water retention measures, earth banks and soil bunds, riparian strips, conversion to semi-natural grassland	100%	These investments have little direct agricultural benefit and will generally be new actions to farmers
Environmental benefits with some low to moderate agricultural benefit	Clearance of invasives, hedgerow planting and maintenance	75%	These actions have a high environmental value with a low agricultural benefit
Environmental benefit comparable to agricultural benefit	Fencing, gates, water/feeding troughs, re-vegetation of bare areas / grasslands, and bridging	50%	These actions have a dual environmental / agricultural benefit
Environmental benefit less than agricultural benefit	Improvements to trackways and associated farm infrastructure	25%	These investments deliver environmental benefits through improved management of access to sites, which also benefits agricultural practice

Table 4. Rate of support for Supporting Actions.

**Proposed Works in Excess of the Annual Allowance.** In exceptional circumstances, the participant can use up to 80% of their total supporting actions allowance from across the duration of the programme in a single year. This will be subject to approval by the Project Team on a case by case basis. Depending on the nature of the supporting action, specific conditions may apply.

**Screening and Approval of Proposed Works.** Works must not commence until approval is issued from the Project Team. This is required to ensure that proposed actions can be evaluated for their suitability, and checked against potential for double payment. Where necessary, the Project Team will assist the participant with obtaining required consents from regulatory bodies. However, it remains the applicant's responsibility to ensure that required consents are in place before work commences. All Annual Works Plans will be subject to assessment before approval, and this may include a site visit. The Project Team may refuse, attach conditions, or modify a proposed action if:

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

Payment for actions will be made following declaration by the participant that the works have been delivered. From 2020 onwards, this declaration can be submitted via a new mobile app developed by the project team.

**Retention of Co-funded Infrastructure.** Co-funded infrastructure must be kept in place for the remainder of the contract unless prior written consent has been given by the Project Team for its removal.

**Works on Commonage Land.** Payments can only be made for actions on commonages where Programme participants on the commonage agree to them. It is the responsibility of the participant(s) to ensure that all necessary permissions are obtained from all other relevant shareholders in the commonage. The Project Team will support groups who wish to work together to deliver supporting actions on commonage lands. While such co-operative actions will be encouraged and supported, they are not compulsory. Applications for supporting actions on commonage will be cross-checked against the relevant Commonage Management Plan to avoid double payment.

The list of supporting actions is likely to evolve over the term of the Programme. In line with the locally adapted and innovative ethos of the Programme, the Project Team will consider funding additional bespoke actions beyond those listed in the specifications document, and these may, if appropriate, exceed the annual allowance outlined above. Such proposals must be based on a comprehensive estimate of labour and materials costs and would need to demonstrate a high likelihood of positive environmental benefits.

## 13. Payment Claims

### 13.1 Results-based Payment Claim

The participant and their advisor will jointly submit a claim for the results-based payment each year on a date of their choosing prior to August 31<sup>st</sup>. The claim for payment is completed once the advisor has submitted all scorecards to the Project team via the online mapping system.

In the case of commonages, a single advisor will assess the commonage on behalf of all participants. Due to the seasonal limitations associated with habitat assessment, late claims cannot be accepted.

### 13.2 Supporting Actions Payment Claim

To claim payment for supporting actions, participants must complete Declaration Of Completed Actions confirming all works completed by that date. False declarations may result in expulsion from the programme. Supporting action payment claims may be submitted at any time of the year on completion of works. Farmers are encouraged to only make one claim per year. Payments for actions on commonages can be made to one or more participants subject to agreement and approval by the Project Team.

Payments will only be made when tasks have been completed to an acceptable standard, as listed in the Supporting Actions Guidelines and addressed at farmer training. Failure to complete a task to an acceptable standard may result in some or all of the payment for that task being delayed, withheld or if necessary recouped.

## 14. Pearl Mussel Programme and Double Payments

It is envisaged that many of the Programme participants will also be participating in GLAS. To avoid the risk of double payments, there is a reduction of PMP payment by 40% for plots that are in GLAS for Low Input Permanent Pasture (LIPP) and 20% for those plots in for Traditional Hay Meadow (THM). It is considered that these GLAS measures partly deliver the Programme objectives in relation to grassland habitats. These deductions will be made when the Project Team is calculating the payment on the relevant plots. Where supporting actions are planned on a commonage, the Commonage Management Plan or Commonage Farm Plan will be consulted to ensure there is no risk of double payments. Prior to any supporting actions being approved, checks for potential double payment against GLAS measures (such as Riparian Margins and Protection of Watercourses) and TAMS funded investments will be undertaken.

## 15. Nutrient Management, Pesticide Use, and Other Farm Activities

The extent of lands available for spreading **organic fertiliser (slurry)** is a significant constraint within PMP Catchments. The practice of housing livestock over the winter period gives rise to significant volumes of slurry which, given the prevailing nature of the farmland, can only be spread on a small portion of the farm. These spread lands, which are often near the main river channels, can receive large quantities of slurry, which can therefore pose a significant risk to downstream water quality.

The volume of slurry generated in relation to the availability of suitable spread lands will influence the whole-farm score (see page 22).

Application of artificial **chemical Phosphorus (P)** is recognised as being a major source of nutrient loss to watercourses in PMP Catchments. Participants are required to seek approval from the Project Team in advance of applying chemical P. The application of chemical P will only be permitted where the results of soil sampling demonstrates a deficiency of P and the Project Team are satisfied that there is no risk of losses to watercourses.

**Lime** is directly toxic to freshwater pearl mussel. The inappropriate

application of lime for agricultural purposes can pose a risk to the species. Participants are required to seek approval from the Project Team in advance of applying lime. The application of lime by participants will only be permitted where the results of soil sampling demonstrates suitability of soil to receive lime and the Project Team are satisfied that there is no risk of run-off to watercourses.

Due to the sensitivity of many aquatic species to the presence of **pesticides** and in order to maintain species diverse grasslands, pesticides are not permitted, except for spot treatment of noxious and invasive weeds (subject to specialist training) and rushes. Where present, rushes can be controlled either mechanically, by weed wiping and/or by spot spraying. A minimum buffer of 5 m should be maintained from all watercourses. Weed wiping and/or spot spraying can take place throughout the year, although topping of rushes should not be done between 15<sup>th</sup> March and 1<sup>st</sup> July. It should be noted, where pesticide use has affected the flowering plants and herbs in a field, this will reduce plot score and result in a lower payment on that plot. Non-chemical control methods should be used as far as possible to control rushes.

Any significant risks of **sheep dipping** operations on the farm will be captured on the whole-farm assessment. In the case where there is a high risk to water quality then farmers will have the option to avail of supporting actions to reduce or eliminate this risk.

The process of **grassland reseeding** within the catchments has the potential to negatively impact pearl mussel populations. This activity is likely to result in a decreased payment to the farmer.

Insertion of **new drainage** and **drain clearance** can negatively impact pearl mussel populations due to increased flow and potential sediment and nutrient losses to watercourses. These activities may result in a decreased payment to the farmer.

## 16. Verification of Scoring

The Project Team will make use of Basic Payment Scheme data provided by the Department to determine that lands on which payment is claimed are being farmed by the applicant in the current year. The Project Team aim to verify the scores of each participant in their first year of the programme to ensure an accurate baseline level. These verification checks will not constitute a complete detailed field audit which will be

undertaken on a proportion of participant farms during each year of the Programme.

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

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

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

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

**Commonage.** If a commonage is selected for a field audit, the result of the assessment of that commonage by the Project Team will be applied to all participants claiming a payment on that commonage.

## 17. Verification of Payment Claims

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

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

The payment process in respect of results-based payments will commence in September of each year. Payments for supporting actions will be processed quarterly.

To facilitate the issue of payments, the participant must inform the Project Team of their banking details and any changes to these throughout the contract. This can be done by completing the Bank Details Form (Appendix II, form PMPF3).

## 18. Payment adjustments

Payment adjustments will apply in the Programme in respect of:

**Attendance at Participant Training.** Non-attendance at training will result in a 10% reduction on all payments in that year. Where a

participant, or their named representative, fails to attend the mandatory training in three or more years of the Programme, the participant will be expelled from the Programme and recoupment of all previous payments will be sought.

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

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

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

## 19. Termination of Contract

Contracts will be terminated where the Project Team find intentional and serious breaches of the Terms and Conditions of the programme. Intentional and serious breaches can include but are not limited to any of the following; intentional damage to the river and its associated habitats (river bed or riparian margins), intentional damage to other protected habitats, drainage of wetlands, or disturbance to freshwater pearl mussel or other protected species. In cases of fraudulent, serious or repeated overclaims for payment, the Project Team can terminate the contract. Where the participant has not submitted a claim for payment by December 31<sup>st</sup> the Project Team may deem a contract as abandoned. After one month's notice in writing to both the participant and their advisor, the Project Team may terminate an abandoned contract. If a participant, or their named representative, fails to attend the mandatory training in three or more years of the Programme, the participant will be expelled from the Programme and recoupment of all previous payments will be sought.

## 20. Clawbacks

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

## 21. Programme Audits

### Department Audit

The Department will carry out additional audits and controls on the Project Team, which may include administrative and on-farm inspections. These are solely to provide checks of the Project Team, *not the farmer*.

### Biodiversity Audit

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

## 22. Rights of Entry

Participants also confirm the right of the Project Team to make such visits to their lands as are necessary for the administration and monitoring of the Programme. The Project Team will attempt to give reasonable notice to participants before visits.

## 23. Appeals

Participants have the right to appeal a decision made by the Project Team. The appeal procedure is a two stage process. Where the participant wishes to dispute a decision of the Project Team, the participant must request the Project Team to undertake a review of the decision within two months of the date that the participant was informed of the disputed decision. The first stage of the appeal is a re-examination of the issue by the Project Team. Following this, if the participant is not satisfied with the outcome of the review, they may

choose to make a formal appeal to an Appeals Commissioner who will be appointed to consider formal appeals.

## 24. Force Majeure

Where a participant is unable to continue complying with the commitment(s) given for reasons beyond his/her control, a case may be made under force majeure and the respective payment shall be proportionately withdrawn for the relevant year(s). Reimbursement of support paid in previous years shall not be required and payment may be continued in subsequent years.

The participant, their advisor or a representative of their estate must notify the Project Team of cases where force majeure is claimed within 10 days of being able to do so. Without prejudice to the actual circumstances to be taken into consideration in individual cases, the following categories of force majeure may be recognised:

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

## 25. Derogations

**Terms and Conditions.** Derogations from these Terms and Conditions will only be granted in exceptional circumstances. An application to the Project Team for a derogation must be made in advance and in writing and must establish that a variation of the normal procedures would in the exceptional circumstances of the case delivering an environmental benefit.

**Specifications.** Applications for a derogation from the specifications for a Supporting Action must be in writing and must accompany the Annual

Works Plan requesting approval for that action.

## 26. Health and Safety Insurance

Works may, at the discretion of the Farmer, be carried out to maintain or improve the score of management unit(s) of land entered into the Programme. If any or all of the work is being undertaken by a Farmer, then he/she should seek competent advice in relation to the safety of the actions and the personnel undertaking the actions on the Farmer's behalf. Certain construction dangers may be encountered in the course of completion of actions by farmers. Neither the Programme, any member of the Project Team will be in any way liable for any damage, loss or injury to persons, animals or property in the event of any occurrence relating to the actions.

## 27. Pearl Mussel Project Team

The Pearl Mussel Project is a partnership consisting of:

The Pearl Mussel Project Ltd. are responsible for the design, development, and overall administration of the Pearl Mussel Programme.

O'Connor Pyne & Co. Ltd. Accountants manage the payment system for participating farmers and certain administrative functions for the project.

Wetland Surveys Ireland Ltd. provides technical and administrative support. An individual is employed for each of the following roles:

- Project Manager - based in Kenmare, County Kerry
- Assistant Project Manager - based in Westport, County Mayo
- Catchment Officer (West and North West Region)
- Catchment Officer (South West Region)
- Office Manager
- Publicity and Administration Officer

The contact details for The Pearl Mussel Project main office are:

Pearl Mussel Project Limited, Bell Height, Kenmare, Co. Kerry, V93 KD00

E-mail: [info@pmproject.ie](mailto:info@pmproject.ie)

Tel: (064) 6640685

Web: [PearlMusselProject.ie](http://PearlMusselProject.ie)

## 28. Information and Data Protection

Data concerning individual applicants will only be used for the purpose that it was collected for and will be kept confidential.

The Pearl Mussel Project Ltd. will, as part of its reporting obligations to the Department, inform the Department of payments made to individual applicants.

The Pearl Mussel Project Ltd. reserves the right to use anonymised scientific data for recording, research, and training purposes.

The Pearl Mussel Project Ltd. reserves the right to take photographs or video images from participant's farms for claims verification, monitoring, publicity, research and training purposes.

## 29. Further Conditions

The Pearl Mussel Project Ltd may amend, expand upon, explain, interpret or define the meaning of any aspect of the Terms or Conditions of the Programme. Any such amendment will be published on the Pearl Mussel Project Website ([PearlMusselProject.ie](http://PearlMusselProject.ie)) and participants and advisors notified.

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

## Appendix I

National map showing the location of the eight PMP Catchments.



# Appendix II PMP Forms: PMPF1 Expression of Interest Form

Expression of Interest Form (PMPF1)

Version 1, Mar 2019



## PEARL MUSSEL PROGRAMME

### EXPRESSION OF INTEREST FORM (PMPF1)

To express your interest in participating in the Pearl Mussel Programme, please read the terms and conditions and fill out your details below. Please return completed form by post to The Pearl Mussel Project, Bell Height, Kenmare, Co. Kerry.

- I wish to express my interest in joining the Pearl Mussel Programme (Regulation (EU) No. 1305/2013 – Rural Development Programme)
- I authorise the Pearl Mussel Project Team, contracted by the Department of Agriculture, Food and the Marine (DAFM) to administer the Pearl Mussel Project, to access my herd number, GLAS participation status and land parcel information from records held by BPS and GLAS Divisions of the DAFM.
- I understand that the data collected for this purpose will be held by the Pearl Mussel Project for as long as there is a business need to do so, in line with the purpose(s) for which it was collected.
- The data provided for this purpose is being requested in order that an assessment of eligibility for participation in the Pearl Mussel Programme can be made. If I chose not to provide this consent I understand that my application for the Pearl Mussel Programme cannot proceed.
- I agree to the above terms and conditions and understand that there is no guarantee that a contract offer will be made in response to this expression of interest.

Please use BLOCK CAPITALS when completing your details

NAME(S): \_\_\_\_\_ Preferred farm  
 ADDRESS: \_\_\_\_\_ advisor should you be  
 \_\_\_\_\_ accepted onto the  
 \_\_\_\_\_ programme\*:  
 \_\_\_\_\_

HERD NUMBER: \_\_\_\_\_ \* Note: On entry to the Programme you will need to formally  
 \_\_\_\_\_ nominate an approved Pearl Mussel Programme advisor.

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

#### FOR OFFICE USE ONLY

Received on: \_\_\_\_\_

Processed by: \_\_\_\_\_

Processed date : \_\_\_\_\_



# PMP Forms: PMPF2 Pearl Mussel Contract Offer

Pearl Mussel Project Contract (PMPF2)

Version 1, Mar 2019



## PEARL MUSSEL PROJECT CONTRACT (PMPF2)

DATE OF CONTRACT OFFER: \_\_\_\_\_

NAME(S): \_\_\_\_\_

HERD NUMBER: \_\_\_\_\_

Your application to the Pearl Mussel Programme (PMP) has been successful. If you wish to partake in the Programme you must sign and return this contract to the Pearl Mussel Project, Bell Height, Kenmare, Co. Kerry within one month of the date at the top of this page. This contract is between you and the Pearl Mussel Project Ltd. and runs from the date this signed form is received by the Pearl Mussel Project until December 31<sup>st</sup> 2023. An enclosed farm plan has been prepared for you which outlines the basic requirements for your participation in the Programme. You must also agree to abide by the Pearl Mussel Programme Terms and Conditions for the duration of the Programme.

I wish to avail of this contract and be accepted into the Pearl Mussel Programme.

I agree to:

- Attend annual training.
- Appoint a Pearl Mussel Programme approved advisor.
- Submit a payment claim by August 31<sup>st</sup> each year.
- Authorise the Pearl Mussel Project to enter my lands for monitoring and verification purposes.
- Authorise the Pearl Mussel Project to access Land Parcel data relating to my farm held by the Dept. of Agriculture, Food and the Marine.
- Comply with the requirements of the Pearl Mussel Programme as detailed in the Terms and Conditions document.

To the best of my knowledge, all details on the enclosed PMP farm plan are correct and I agree to the management objectives of the farm plan.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

#### FOR OFFICE USE ONLY

Received on: \_\_\_\_\_

Processed by: \_\_\_\_\_

Processed date: \_\_\_\_\_



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





## CONTACT

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098 54977



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[PearlMusselProject.ie](http://PearlMusselProject.ie)



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