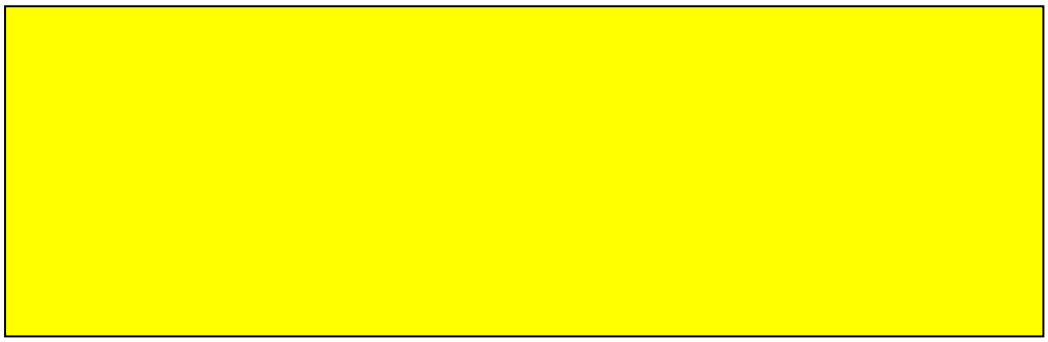
Farming with Nature Landscape Projects (FwNLP) Terms and Conditions



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Farming with Nature Landscape Projects (FwNLP)
Terms and Conditions

1. Introduction

1.1 These Terms and Conditions apply to Farming with Nature Landscape Projects (FwNLP). The permissions to take forward the scheme are found under Article 4 of The Agriculture (Miscellaneous Provisions) (Northern Ireland) Order 1994. Additional legislative powers will be provided by assimilated Regulations No 1305/2013, 1306/2013 and 1308/2013. They should be read in conjunction with the details as set out in any FwNLP supporting documentation referred to in the letter of offer.

1.2 The Terms and Conditions, the letter of offer and any supporting documentation referred to in the letter of offer form the contract between the Department of Agriculture, Environment and Rural Affairs (DAERA) (the Authority) and The Lead Applicant/Project Coordinator. While this letter of offer establishes new requirements, it does not remove or supersede any ongoing retention obligations associated with earlier agri-environment agreements entered into with DARD/DAERA.

1.3 More detailed guidance is available on the DAERA website (Farming with Nature Landscape Projects). It is the Applicant's responsibility to consider carefully all the information available to comply with the Terms and Conditions of the Scheme.

1.4 In the event of any conflict between these Terms and Conditions and the documents referred to above, the Terms and Conditions shall prevail.

1.5 In the event that there are any changes to these Terms and Conditions, they will be publicised on the DAERA website (Farming with Nature Landscape Projects).

2. Issues and requirements

2.1. FwNLP is a voluntary Scheme. FwNLP is a 5-year scheme, divided into phases. Application, Evaluation, Development and Delivery.

2.2 DAERA will establish a Landscape Projects Steering Group who will be responsible for oversight of projects, approval of grants, monitoring and evaluating outcomes.

2.3 The Applicant must provide all required evidence such as clearly itemised invoices for claimed works or bespoke actions before funds will be released and keep and maintain records under the Scheme (see Section 6, Record Keeping).

DAERA reserves the right to restrict funds or terminate the agreement if these requirements are not adhered to, unless satisfactory reasoning is given.

2.4 The Applicant must ensure that farm businesses participating in the project either have management control of the land or obtain consent from those with such control for the period covered. This requirement is laid out in the land management support form which must be signed by all land managers involved and, where the land manager does not have full management control, or has only partial management control, the landowner's approval will also be required. Where this is not complete the project will not be able to move onto the next stage of assessment as it is essential criteria, which must be met.

2.5 Land held under a conacre agreement will not normally be eligible unless specific consent has been obtained. Consent must be provided by the person(s) with control of the land for the duration of both the project development and project delivery phases.

2.6 Any application that includes land subject to common rights must secure consent from all landowners with an interest within the clearly defined project area for the duration of the project.

2.7 The Project Coordinator is required to complete a land manager support form for each participating farm business. A signed copy of the land manager support form needs to be uploaded to the online application portal. The application cannot be submitted unless there is a minimum of five land manager support forms uploaded per application. The section within the application portal to upload the land manager support forms will remain open through the development phase. So that more farmers within the project area can be added in.

2.8 The Farm Sustainability Standards (FSS) apply to all payment schemes including FwNLP. Each farm business participating in FwNLP must meet the Farm Sustainability Standards that apply. Failure to meet the FSS requirements could lead to the application of penalties. Further details on FSS can be found on the DAERA website: Farm Sustainability Standards (FSS) | Department of Agriculture, Environment and Rural Affairs

2.9 The Applicant must ensure that all farm businesses participating in the project agree to comply with any future Farm Sustainability Standards (FSS) requirements. Where a participating farm business is unable or unwilling to comply with new requirements, it must notify the Applicant without delay. The Applicant must then notify the Department within 28 days of becoming aware of the non-compliance. In such circumstances, the Applicant and participating farm businesses acknowledge that funding may be withdrawn, no further payments will be made, and the Department will not seek to recover any payments made prior to the funding being withdrawn.

2.10 The Applicant must comply with the provisions of all enactments, statutory provisions and other laws operating in Northern Ireland including, but not only, those relating to planning, nature conservation, animal welfare, access, equal

opportunities, fair employment and health and safety. European law, where applicable, must also be followed.

2.11 Project Coordinators must understand that if they breach the terms of their letter of offer that, under the terms of Article 19 of Commission Delegated Regulation (EU) no 640/2014 and Article 63 of Commission Implementing Regulation (EU) 809/2014, the project may incur penalties, including the termination of the letter of offer, withholding or reduction of payments or recovery of funding already paid. Letters of offer breached by 'Force Majeure', as defined in the FwNLP Terms and Conditions, will only apply in limited circumstances.

3. Payments

3.1 General payment issues

3.1.1 Payments for the Scheme cover only those commitments going beyond the relevant mandatory standards established pursuant to Annex 2 of assimilated Regulation No 1306/2013, as well as minimum requirements for fertiliser and plant protection product use and other relevant mandatory requirements established by national legislation.

3.1.2 Payment for the scheme will be made in arrears at agreed milestones (quarterly) during the project development phase. The grant funding letter of offer will confirm these details.

3.1.3 The Applicant must provide evidence of eligible expenditure and the corresponding work for the deliverables at each milestone. This must illustrate the actual costs incurred, for example original receipts and invoices, or records of time spent. The Applicant will be required to keep copies of this evidence for recording and audit purposes.

3.1.4 Reimbursement for eligible expenditure will be made once the project has passed a milestone (quarterly).

3.1.5 The Applicant will be able to make changes to the project details, such as the forecasted costs, through a formal amendment process. Any amended costs must be approved by DAERA.

3.1.6 Payment for Capital bespoke actions will be made on receipt of clearly itemised invoices and with assurances that the invoiced works have been carried out to the required standards.

3.1.7 All works must be carried out as stated in the letter of offer. Payment will be calculated based on the lower of the amount agreed to or the amount claimed, or amount determined after completion of administrative checks. If subject to an Inspection and the Inspector determines that works completed to be lesser than the agreed or claimed amount, payment will be calculated on the determined amount. Financial penalties may be applied if the Applicant claims for more than that determined by the Inspector at Inspection.

3.1.8 Project Coordinators must ensure that any risk of double funding is avoided. Double funding occurs where payment is sought for actions or outcomes that have already received financial support from DAERA or any other funding source (e.g. PEACEPLUS, Shared Island or similar programmes), or where those actions are required under statutory obligations, regulatory requirements, licence conditions, or other agri-environment schemes, including Farming with Nature Transition (FwNT) and Farming with Nature Higher (FwNH) Schemes (see Section 4.4, Land Receiving Other Funding Under Contract or Obligation).

3.1.9 Participation in existing schemes does not automatically exclude a farm business from taking part in the FwNLP. However, funding cannot be claimed more than once for the same activity. DAERA will not provide duplicate funding and will only make payments that are necessary to deliver the agreed outcomes.

3.1.10 Farm Businesses signing up to be part of a Landscapes Project will be able to claim a participation payment, with an additional payment available for taking part in scheme monitoring. The participation payment will be dependent on attendance at four training events and four other project events or meetings over a 12-month period.

3.1.11 Project Coordinators will be required to maintain accurate records of attendance at all training events, meetings and project activities. These records will be used to verify each participant's level of engagement and will be provided to DAERA Project Officers to inform the release of participation payments.

3.1.12 Payments will be made in accordance with the number of eligible events attended by the participant, ensuring that the level of payment accurately reflects their participation throughout the year. Under the terms of Article 28 of Commission Implementing Regulation (EU) No. 908/2014, these payments may be subject to DAERA's current debt recovery processes.

4. Applications and Eligibility for participation

4.1 Eligibility criteria

4.1.1 Applicants must apply for FwNLP via the online DAERA portal, available at Farming with Nature Landscape Projects. The scheme will open for applications on 9th November 2026 and close on the 4th December 2026 at 5pm. No late applications will be accepted.

4.1.2 All applications must be from a single legal entity in Northern Ireland.

4.1.3 All participating farm businesses must have either a Category 1 or Category 2 DAERA Business ID.

4.1.4 The Project Coordinator leading the project on behalf of the group must have experience of project management within an agricultural and/or environmental setting.

4.1.5 Applications may be submitted by constituted groups/organisations including farmer led groups or public bodies.

4.1.6 Non-government organisations, agents or other third parties, can apply or run a Landscape Project on behalf of participants.

4.1.7 Confirmation that at least five land managers in the project area have been engaged before you apply and that they support the project moving forward into project development.

4.1.8 A minimum of five signed land manager support forms must be uploaded to the online portal for the application to be submitted. The section within the application portal to upload the land manager support forms will remain open through the development phase. So that more farmers within the project area can be added in.

4.2 Management Control

4.2.1 Farm businesses participating in the project must have management control of the eligible land, as defined in Section 4.3 below, for the duration of their project. Where land not owned by the participating farm business is brought into the project, 'management control' means a lease to cover the period of the FwNLP, which allows the participating farm business to make management decisions concerning the land. Land held in conacre agreement will not normally be eligible but if conacre land is entered into a FwNLP, both landlord and tenant are advised to seek legal advice when drawing up the lease. The participating farm business will be the business actively farming the land in question, unless prior special approval has been granted by Scheme Management. Land that the participating farm business does not have management control of for the duration of the FwNLP is ineligible for FwNLP - any loss of management control of land under a FwNLP may result in recovery of any payments for the FwNLP on that land.

4.2.2 A broadly connected area of at least 500 hectares (ha), or 250ha for projects including designated sites must be entered into the FwNLP per application. Smaller projects may be considered if the applicant can show that the proposal fits a smaller clear environmental boundary.

4.2.3 If the projects eligible area falls below 500ha (or 250ha if the project objective includes management of a designated site) we may end the project development grant agreement if the removal of land is a significant risk to the project's viability or suitability. Monies already paid may be recovered.

4.2.4 The participating farm business must have management control of the fields listed in the project letter of offer for the duration of the FwNLP.

4.2.5 The applicant must secure consent from all landowners with an interest within the clearly defined project area for the duration of the project for common land to be included in the application.

4.3 **Eligibility of land / Maximum Eligible Area (MEA)**

4.3.1 The land or field areas eligible for FwNLP must meet the eligibility requirements as detailed in the DAERA 'Guide to Land Eligibility' document.

4.3.2 The land eligibility rules applicable to the Farm Sustainability Payment (FSP) also apply to FwNLP. Claims in fields which include ineligible features should not exceed the Maximum Eligible Area (MEA) of the field.

4.3.3 It is the Project Coordinators responsibility to ensure that they only claim for FwNLP on eligible land and inform the Department of any ineligible areas including land receiving other funding under contract or obligation, e.g. Habitat Management Plans (HMPs), associated with wind farm & solar developments, irrespective of what is indicated in their FwNLP letter of offer. Funding claims for projects established on land outside the LPIS field boundary will be deemed ineligible for payment.

4.3.4 The area of land that will be managed within the project can deliver the priorities of improving biodiversity and habitat connectivity.

4.3.5 The area of land included within the project is spread over a minimum of five separate land holdings all managed by different people.

4.3.6 For common land to be included, the applicant must secure consent from all landowners with an interest within the clearly defined project area for the duration of the project.

4.3.7 Holdings should be adjoining or mostly adjoining.

4.4 **Land receiving other funding under contract or obligation**

4.4.1 FwNLP cannot be used to fund environmental management activities that are required by law or by any legally binding contract or obligation. FwNLP funding must not be used to fund actions already being funded on the same land area under another agreement or from another source (known as double funding). It is the responsibility of the Applicant to ensure that FwNLP do not receive double funding.

4.4.2 Applicants may apply for Landscapes Projects on land that is already participating in another government or non-government scheme. While DAERA will not fund the same activity twice, it is the responsibility of the Project Coordinator to ensure that no issues of double funding arise. The intent of the scheme is not to fund activities that are already being funded through an existing scheme. Where appropriate, applicants will be signposted to other relevant schemes and funding opportunities. However, consideration may be

given where proposed activities deliver the core environmental objectives of the Landscapes Project, namely improving biodiversity and habitat connectivity at a landscape scale, and where a clear environmental need is demonstrated. Activities that are incompatible with existing scheme requirements will not be eligible.

4.4.3 Where publicly owned land is leased e.g. land leased from Forest Service and the Ministry of Defence (MoD), and applied for under FwNLP, the applicant must provide details of the lease agreement to enable DAERA to determine if a letter of offer can be offered and if such a project would offer significant additional environmental benefit, (over and above the management required by the lease) to the area in question.

4.4.4 Where there is evidence that a Project Coordinator has knowingly claimed for Landscape Project activities under FwNLP and that Landscape Project has or will receive payment from another source including from DAERA, this may result in financial penalties, such as the recovery of payments already made, and possible termination of participation. DAERA may take legal action if examples of fraudulent activity are uncovered.

5. Setting up a Project

5.1 Application

5.1.1 Applicants must complete a project proposal and development costs form online. A land manager support form will need to be completed for each farm business that is participating in the project and the relevant signature obtained. The applicant will also need to create and upload a suitable map of the project area at an appropriate scale to accurately identify and interpret the project location and size. All these documents must be submitted using the online portal.

5.1.2 Evidence must be shown that at least five land managers in the project area have been engaged and that they support the project moving forward into the development phase.

5.2 Insurance

5.2.1 The Applicant shall indemnify and keep indemnified the Department against all actions, proceedings, costs, claims, demands and liabilities howsoever arising out of or resulting from the implementation of the Project.

5.2.2 The Applicant shall maintain such insurances as are necessary to cover all possible liabilities and will ensure that adequate appropriate insurance is obtained for any asset purchased and is maintained in force during its lifetime and shall arrange to have the interest of the Department noted thereon.

5.2.3 The Applicant should ensure it has appropriate employee liability insurance if applicable. The need for insurance cover should be fully justified and fully recorded.

5.2.4 Written evidence that all such insurance cover has been affected shall be supplied to the Department as and when required by the Department.

5.3 VAT

5.3.1 The Applicant must let the Department know whether they will be claiming VAT on their project development phase cost form. VAT costs can only be included if the Applicant is unable to reclaim this from the HMRC. If you are offered an agreement, you'll be required to provide a letter from an independent chartered accountant or HMRC confirming that you are able to include VAT within your claim.

6. Record keeping

6.1 Requirements

6.1.1 Project Coordinators and participating farm businesses must complete and maintain records including financial records relating to the project. All records must be available to DAERA at any time of the year for inspection. Failure to keep complete records may lead to a penalty (such as reduction and/or recovery of payments).

6.1.2 Project Coordinators must provide evidence of eligible expenditure and the corresponding work on your deliverables at each milestone. This must illustrate the actual costs incurred, for example original receipts and invoices or records of time spent. Project Coordinators will be required to keep copies of this evidence for recording and audit purposes.

6.2 Inventory of Assets

6.2.1 The Applicant must establish and maintain an inventory of all fixed assets acquired, built, or improved wholly or partly using the funding provided under the letter of offer, whether owned by the Applicant or participating farm businesses.

6.3 Retention of Documents

6.3.1 Project Coordinators and participating farm businesses must retain all original documents relating to the project and its financing for 7 years after the date of the final claim. DAERA may carry out funding verification visits to view documents for the project and verify original invoices and other records at this time.

6.3.2 If the letter of offer is terminated or closed for any reason, or the Applicant ceases to carry on its business, then the full documentation associated with the Project shall be returned to DAERA.

6.3.3 In no circumstances should any documentation be destroyed or otherwise disposed of without written permission from DAERA.

6.4 Disposal or Vesting of Assets

6.4.1 The Applicant must inform the Department of any proposal to sell, transfer or otherwise dispose of any Project Asset or if it is to be vested. If the Applicant considers disposal of any interest in or assets associated with the Project, any such disposal shall be on terms and in accordance with arrangements approved by the Department.

6.4.2 If a Project Asset is sold, transferred, vested or otherwise disposed of or ceases to be used for the purpose stated or if the Applicant ceases, either voluntarily or for any reason, to carry on its business, the Department shall be entitled to require the Applicant to repay to any funding made under the letter of offer or such lesser amount as the Department at its discretion may determine.

6.5 Integrated Pest Management (IPM)

6.5.1 Participating farm businesses must implement Principles 2 and 8 of Directive 2009/128/EC, Establishing a Framework for Community Action to achieve the Sustainable Use of Pesticides IPM. Principle 2 states that harmful organisms must be monitored by adequate methods and tools, where available. Such adequate tools should include observations in the field as well as scientifically sound warning, forecasting and early diagnosis systems, where feasible, as well as the use of advice from professionally qualified advisors. Principle 8 states that based on the records on the use of pesticides and on the monitoring of harmful organisms, the professional user should check the success of the applied plant protection measures.

6.5.2 It is the participating farm businesses responsibility to record and implement Principles 2 and 8 of IPM. The evidence must be available for an inspector to check at any time.

7. Consents and permissions

7.1 Designated site

7.1.1 All consents required by the Northern Ireland Environment Agency (NIEA) for works within or affecting designated sites must be obtained before any proposed works are undertaken through the FwNLP. The FwNLP Letter of Offer does not constitute consent or authorisation to carry out works. It remains the responsibility of the applicant to ensure that all necessary statutory consents, permissions and approvals are in place prior to commencing any works.

7.2 **Public Rights of Way**

7.2.1 Consent is required prior to the commencement of any works which are in the vicinity of a Public Right of Way. Such consents are made by Local Councils.

7.3 **Extraction of peat, sand or gravel**

7.3.1 The extraction of peat, sand or gravel is not permitted on land subject to any FwNLP letter of offer, except peat cutting consented by DAERA and/or DAERA consented existing turbary rights.

7.4 **Field boundaries close to historic monuments**

7.4.1 FwNLP cannot be created on a historic monument site or within its protection zone, which normally extends 10m immediately surrounding the monument, but in some cases may be greater.

8. Retention Periods

8.1 All proposed bespoke project actions must adhere to any ongoing retention obligations associated with earlier agri-environment agreements entered into with DARD/DAERA. These include but are not limited to the Environmental Farming Scheme and Farming with Nature Transition Scheme.

9. Dual Use Claims

9.1 Dual Use Claims (DUCs) occur when two people claim separate scheme payments on the same land parcel. For example, one person might claim FSP on a field while the other person claims payment for FwNLP in the same field.

9.2 With regard to FwNLP and FSP, DUCs will only be permitted in certain limited circumstances by the Scheme Manager, specifically on UK National Site or ASSI designated land and in cases where the FwNLP participant can demonstrate significant environmental benefit accruing from the arrangement. Permission must be sought on any potential Dual Use prior to any application to FwNLP. Retrospective permission for DUC approval will not be considered.

9.3 Annual Checks are performed to prevent DUCs. If you make a Dual Use claim on FwNLP land without Scheme Manager's permission, the land may be removed from the letter of offer and any monies previously paid in respect of the land recovered. This could also result in the termination of the project.

10. FwNLP and Ecological Focus Areas

10.1 The United Kingdom leaving the EU and the Common Agricultural Policy has meant that changes have been made to former CAP Pillar 1 and Pillar 2 constructs. 2021 Direct Payment Scheme Year Improvements/Changes have resulted in the removal of certain requirements, that can affect your FwNLP claim (with the exception of the restrictions on ploughing Environmentally Sensitive Permanent Grassland (PGS), which if breached could lead to a penalty on your FwNLP payment).

11. FwNLP Funding

11.1 Payments for FwNLP

11.1.1 Payment will be made in arrears at agreed milestones (quarterly) during the development phase of the project. Claims must be submitted using the DAERA online system. Costs and funding for each deliverable and milestone will be agreed in your letter of offer.

11.1.2 Funding will only be provided for eligible project expenditure incurred from the approval date of the development phase.

11.1.3 Payment for project development costs as detailed in the application will be evaluated against value for money. Project Coordinators must provide evidence that the costs are reasonable and that they comply with procurement processes.

11.1.4 Funding must be claimed for in the appropriate fields. Project Coordinators must ensure that only the fields contained in the application are claimed for when the FwNLP claim for funding is being submitted. Failure to do so may result in penalties (See Section 13, Non-compliance).

11.2 Claimed/Determined

11.2.1 FwNLP claims are deemed to be for the expenditure agreed in the letter of offer. All claims are subject to administrative checks which may result in a reduced payment. Where the claim is subject to inspection, that which is detected at inspection is the ‘determined’ expenditure. Where the FwNLP determined expenditure is different from the claimed, payment will be calculated on the lesser of the claimed or determined expenditure, in line with assimilated Regulations. Where the Project does not meet the funding conditions or you breach the terms of the letter of offer, the funding will be ineligible and removed from the letter of offer without payment or penalty, any previous payment(s) may be subject to recovery.

11.3 **Repayment**

11.3.1 If the Project Coordinator breaches the Terms and Conditions of the FwNLP letter of offer or if there is a change in circumstances affecting the holder's eligibility to receive grant, DAERA reserves the right to withhold payment or require repayment of monies. As detailed in Section 13, if the Project Coordinator is in non-compliance with the Terms and Conditions of the letter of offer, penalties may be applied.

11.3.2 If the Project Coordinator receives an overpayment or any payment to which they are not entitled, including as a result of a DAERA administrative error, the undue amount must be repaid. It is the Agreement holder's responsibility to check all payments received from the Paying Agency (DAERA) and notify the Paying Agency immediately if there is any reason to believe that an error has been made.

11.3.3 If any sum becomes repayable, it shall be treated as a debt owed to the Paying Agency until such time as the outstanding amount is repaid. A recovery order will be issued to the Project Coordinator specifying the amount to be repaid and the date by which repayment must be made. Once a debt is raised it should be paid within the specified time frame otherwise interest will be applied to the debt. However as soon as the debt is on the system the outstanding amount is automatically intercepted from any other payments made by DAERA. It is possible this could be an immediate action.

11.4 **Obtaining payment by deception or fraud**

11.4.1 DAERA has a zero-tolerance approach to fraud and when detected, it will pursue it vigorously and, if necessary, prosecute to deter reoccurrence.

11.4.2 The Project Coordinator is required to act at all times with honesty and integrity and to safeguard the resources for which it is responsible. Effective controls must be developed and maintained to mitigate that risk of fraud occurring; and should it occur, to ensure that it will be detected promptly and appropriate disciplinary/legal action taken. In the event of the discovery of any acts of fraud the Department must be informed immediately.

11.4.3 Where a Project Coordinator, with a view to obtaining a payment for funding to him/her self or any other person makes any statement or provides any information which is false or misleading, the Department may withhold the whole or any part of any funding payable to that Project Coordinator, and may recover the whole or any part of any funding already paid for the project:

- where they have failed to do something which they undertook to do if the funding was made or where they are in breach of any conditions subject to which the funding was made, the Department may withhold the whole or any part of any funding payable to them and recover the whole or any part of any funding already paid; i.e. provide false evidence to receive funding or fail to provide the necessary information due to negligence.

- where the Department has to take any step specified in the above paragraphs, it may also treat the letter of offer as having been terminated.

- where false evidence has been provided or failure to provide the necessary evidence the single legal entity of participating farm businesses may be excluded from any application to future funding.

11.5 **Withdrawal of funding**

11.5.1 DAERA reserves the right to reduce or discontinue funding in the event that budgetary constraints arise or due to other unforeseen circumstances. Should DAERA decide to reduce or discontinue funding, at least 3 months' notice will be given.

12. Verifying compliance

12.1 By submitting a claim, the Project Coordinator agrees to permit DAERA to carry out an Inspection for eligibility and compliance with or without prior notice at any reasonable time. They agree to provide all necessary assistance to, and supply any documents requested by, any person authorised under the terms of the Rural Development Programme Regulations (Northern Ireland) 2015. They also agree that any person(s) authorised by the Department under the Rural Development Programme Regulations (Northern Ireland) 2015 may access land for the purpose of monitoring the environmental impact of the Farming with Nature Landscape Project. No payment will be made if the Project Coordinator, participating farm businesses, or others acting on their behalf, prevent any of these checks from taking place.

12.2 All claims will be subject to a range of checks before payment can be processed. This may include:

12.5 **Administrative checks**

12.5.1 These include cross checks with Single Application, LPIS & GIS databases. Records may be checked for eligible expenditure (see Section 6 on Record Keeping).

12.6 **Inspections**

12.6.1 In addition to administrative checks, DAERA is obliged to carry out a percentage of Inspections on claims submitted.

12.6.2 Prior to completing an inspection for Health and Safety reasons the inspector will attempt to contact the Project Coordinator prior to the visit, advising them of the proposed time and date. It will be the responsibility of the Project Coordinator to communicate this to the participating farm businesses. The check may go ahead if contact cannot be made.

12.6.3 If the Project has applied to complete works under the Farming with Nature Transition (FwNT) Scheme or to manage habitat under the Farming with Nature Higher (FwNH) Scheme, DAERA will carry out random, targeted and appropriately timed Inspections including visual inspection and GPS measurement supported by inspector checklists which will record individual compliance with the 'Terms and Conditions' and the 'Requirements and Controls' of the FwNT Actions and FwNH Options of each Scheme including the management requirements as stated in those Agreements. The inspector may take digital photographs of Actions/Options during the course of the inspection. The 'Requirements and Controls' for each Action/Option is provided in the Information Sheets found online at Farming with Nature Package.

12.6.4 DAERA may request submission of geo-tagged photographs as part of the controls process. If this occurs, it will be considered an administrative check and subject to the above conditions.

12.7 **Inspection report**

12.7.1 A report will be prepared for every inspection. Where irregularities have been identified, the Project Coordinator will be given the opportunity to make comments on the inspection findings. It is not possible for an inspector to advise of the effect on the claim for non-compliances detected at inspection. If penalties are to be applied, the Project Coordinator will be notified.

13. Non-Compliance

13.1 If it is discovered the Terms and Conditions of the Scheme are not met, this is a non-compliance, which will result in an appropriate penalty or sanction being applied.

13.2 More detail on the types of non-compliance and penalties is at ***Appendix A***.

14. Amendments to and withdrawal from FwNLP

14.1 **Scheme variations requested by Project Coordinator**

14.1.1 Applications must cover at least 500ha (or 250ha if the project objective includes management of designated site). The Project Coordinator might be able to add land to the project area during enrolment and up to 12 months into the project development phase. If the Project Coordinator adds or removes land, they will need to show that:

- the change in the project area will improve the environmental outcomes delivered
- outcomes on the land are comparable to those on the land in the original application.

The Project Coordinator will also need to show that expansion will not increase the costs funded by their project development grant. DAERA may consider increased cost in exceptional circumstances.

14.2 FwNLP Variation of letter of offer by DAERA

14.2.1 It may be necessary for DAERA to vary the letter of offer in line with changes to Legislation, and/or Agri-Policy and in other exceptional circumstances. In applying, the Project Coordinator and participating farm businesses accept that such changes may be made at any time. DAERA will make information on such changes available on its website. Where the changes are significant, DAERA will give the Project Coordinator notice in writing. If the Project Coordinator chooses not to accept the revised letter of offer, the project will be terminated, and no monies will be recovered.

14.3 Transfer of land under FwNLP

14.3.1 DAERA will consider requests by the Project Coordinator on behalf of the participating farm business to transfer the land contained in the letter of offer, or part of the land, to another party as a result of a change in Business ID structure; death; inheritance; sale or lease of land.

14.3.2 The Project Coordinator and participating farm businesses are required to retain and manage the approved project area throughout the duration of the FwNLP Letter of Offer. Any proposed transfer of land will only be permitted where the receiving party agrees to assume and comply with all project obligations for the remainder of the project term. The Project Coordinator must provide a signed Land Manager Support Form to support any such transfer request. Transfers resulting from conacre (short-term) letting arrangements will not be accepted.

14.3.3 It is the responsibility of the Project Coordinator and participating farm business to inform the prospective occupier about the FwNLP commitment before the participating farm business transfers or sells any land under the letter of offer. If the new Business ID with management control of the land does not take over the project on that land the Project Coordinator/participating farm business may be required to repay all FwNLP monies made in relation to that land plus interest. The same recovery conditions will apply to land taken out of agricultural use; for example, building sites.

14.3.4 The Project Coordinator must notify their appointed DAERA Project Officer **in writing** of any proposed transfer or sale as soon as possible and within 28 days of transfer.

14.4 Scission of a DAERA Business ID within a FwNLP

14.4.1 Business ID is subject to a scission or split, the FwNLP commitments will remain attached to the land parcel(s) on which they are established and will transfer to the relevant new Business ID(s). New land manager support forms must be completed and signed by the member(s) of each new Business ID and

uploaded to the online portal. Each new Business ID must meet all FwNLP eligibility requirements. Commitments remain with the land and new businesses must continue to meet scheme requirements.

14.4.2 If, following a land transfer or scission, any new Business ID does not meet the FwNLP eligibility requirements, DAERA may terminate all or part of the FwNLP Letter of Offer relating to the affected Business ID and may recover any payments made where appropriate.

14.4.3 Any debt/penalties applicable to the Business being split will transfer to the new Business IDs.

14.4.4 The Project Coordinator on behalf of the farm businesses must notify DAERA in writing of any scission or split of a Business ID within 28 days of the change taking effect. Failure to notify DAERA may result in payments being withheld, reduced or recovered.

14.5 Merger of one or more DAERA Business IDs

14.5.1 Where one or more DAERA Business IDs merge to form a new Business ID, and one or both of the merging Business IDs is part of a FwNLP, these commitments may be transferred to the new merged Business ID.

14.5.2 If the merger includes a FwNT approval and FwNH agreement, the new Business ID will continue these commitments with each Action/Option retaining the original agreement end date.

14.5.3 Any debt/ penalties applicable to the merging Businesses will transfer to the new Business ID.

14.6 Death of a single member Participating Farm Business

14.6.1 If a single member Business ID participating in a Landscape Project dies during the period of the letter, it is important that the personal representatives of the Business ID contact DAERA **in writing** through the Project Coordinator as soon as possible. The project may continue where Personal Representatives accept the terms and conditions of the Landscape Project letter of offer. In this case, payment will be made to the Personal Representatives, with due regard to probate process. Where the Personal Representatives do not accept the terms and conditions of the Landscape Project letter of offer, then participation will be terminated. In these circumstances there will be no recovery of payments already made.

14.7 Death of a multi-member Participating Farm Business

14.7.1 In a multi member participating farm business, the project will continue as normal after the death of one member. However, If the land transfers to another farm business via inheritance, DAERA will consider requests in writing (personal representatives of the estate) to transfer the commitment, or part of,

to another party. Where all of the land under FwNLP is transferred into or out of a farm business, the new business with management control of the land can take over the remainder of the FwNLP, if they meet the FwNLP eligibility requirements, including having management control of at least 3ha of land.

If the new Business with management control of the land does not take over the FwNLP, the personal representatives of the estate may be required to repay all FwNLP monies associated with that land.

14.8 **Withdrawing of participating farm business from a Landscape Project**

14.8.1 If a participating farm business wants to withdraw from a project, they must contact the Project Coordinator. The Project Coordinator must inform their allocated DAERA Project Officer in writing to explain the circumstances under which they wish to withdraw.

14.8.2 The Project Coordinator may propose a replacement eligible farm business, subject to DAERA approval. Where the withdrawal results in the project having fewer than five participating farm businesses, a replacement must be identified and approved by DAERA within 28days.

14.8.3 Failure to secure an approved replacement within this period may result in DAERA terminating the Landscape Project and withdrawing the Letter of Offer.

14.8.4 All withdrawals, additions and replacements of participating farm businesses must be notified to and approved by DAERA in writing.

14.9 **Withdrawal of whole landscape project during the development phase**

14.9.1 Where a Project Coordinator wishes to terminate a Landscape Project after receiving one or more milestone payments, they must notify DAERA in writing, setting out the reasons for the proposed termination.

14.9.2 DAERA will consider requests for project termination on a case-by-case basis. Where DAERA is satisfied that:

- all funds claimed and paid have been used for the purposes approved under the Letter of Offer;
- the Project Coordinator has complied with the relevant Terms and Conditions of the scheme; and
- there are reasonable and justifiable circumstances explaining why the project can no longer proceed,

DAERA may agree to terminate the project without seeking recovery of payments already made.

14.9.3 Assimilated Regulation 1305/2013 provides cases where termination of the FwNLP letter of offer without reimbursement is possible. These situations relate to:

- Changes to the baseline (Art.48)
- Changes due to adaptation to the new legal framework (Art.48)
- Transfer of all or part of the land under commitments (Art.47(2))
- Re-parcelling or public land consolidation (Art.47(3))
- Cases of Force Majeure and exceptional circumstances (Art.47(4))

DAERA will consider the facts on a case-by-case basis in deciding whether these circumstances apply.

14.9.4 Any funding paid by DAERA which has not been spent, committed, or utilised in accordance with the approved Letter of Offer must be returned to DAERA. The Project Coordinator must provide any information or evidence requested by DAERA to verify expenditure and outstanding balances.

14.9.5 DAERA reserves the right to recover all or part of any funding paid where it is determined that:

- the recipient has failed to comply with the Scheme Terms and Conditions;
- funding has not been used in accordance with the approved Letter of Offer;
- false, misleading or incomplete information has been provided; or
- there has been any other breach of the Letter of Offer or Scheme requirements.

14.10 **Cancellation of Landscape Project**

14.10.1 A Landscape Project may be cancelled in the following circumstances

- In certain cases of force majeure; or
- Because of non-compliance with the project requirements

15. Force Majeure and exceptional circumstances

15.1 Where non-compliance with the FwNLP Terms and Conditions occurs as a result of unusual circumstances, beyond the control of the Project Coordinator and participating farm businesses, and with consequences which, in spite of all due care, could not be avoided, these circumstances may be regarded as Force Majeure. The criteria for Force Majeure are set out in assimilated Regulation 1306/2013, Article 2(2) and include the following:

(a) The death of a participating farm business owner

(b) A severe natural disaster gravely affecting the project;

(c) An epizootic or a plant disease affecting part or all of the project livestock or crops respectively;

(d) Expropriation of all or a large part of the project if that expropriation could not have been anticipated on the day of lodging the application.

15.2 **Notifying a Force Majeure event to DAERA**

15.2.1 Notification of Force Majeure or exceptional circumstances should be made to DAERA in writing either at the time of claim submission or, where the Force Majeure event is after claim submission, **within 15 working days** of being in a position to do so.

15.2.2 If the Project Coordinator considers that Force Majeure applies, they are advised to contact their allocated DAERA Project Officer immediately for advice. In the case of the death of a participating farm business owner, Project Coordinator/personal representatives must notify their DAERA Project Officer.

15.2.3 A Force Majeure/Exceptional circumstances form is available on the DAERA website. It is important that detailed evidence (including dates etc.) is provided as the burden of proof lies with the applicant to show that the circumstances were out of their control, and that they took every reasonable precaution to prevent/overcome their circumstances.

16. Review of decisions

16.1 If the Project Coordinator considers that the DAERA decision regarding an FwNLP penalty is incorrect, they have the right to request a review of decision. DAERA recommend that before requesting a formal review, the Project Coordinator contacts their allocated DAERA Project Officer to discuss the case. The Project Officer will be able to provide a fuller explanation either over the telephone, in person or in writing, which may allow the matter to be resolved without the need to request a formal review.

16.2 **Using this option does not affect the Project Coordinator's right to proceed with a formal review but the deadlines for return of the application for a review will not be extended.**

16.3 More information on the Review of Decisions process is available on the DAERA website: Review of Decisions | Department of Agriculture, Environment and Rural Affairs

17. Complaints procedure

17.1 DAERA customer service standards and complaints procedure are explained in 'Our Customer Service Standards' and 'Our Complaints Procedure' leaflets which can be viewed on the DAERA website.

18. Data Protection and Freedom of Information Issues

18.1 Project Coordinator's understand that the Department of Agriculture, Environment and Rural Affairs takes data protection and freedom of information issues seriously. It takes care to ensure that any personal information supplied to it is dealt with in a way which complies with the requirements of the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. This means that any personal information they supply will be processed principally for the purpose for which it has been provided. Project Coordinators are responsible for ensuring that information on applications for funding is stored in accordance with the General Data Protection Regulations 2018. However, the Department may also use it for other legitimate purposes in line with the General Data Protection Regulations 2018, Freedom of Information Act 2000 and Environmental Information Regulations 2004 legislation. These include:

- administration of the Common Agricultural Policy and other aid schemes
- administration of the Common Fisheries Policy
- the production and safety of food
- management of land and other environmental controls
- animal health and welfare
- statutory schemes and obligations in the areas of plant health and crop certification
- occupational health and welfare
- regulatory and natural resources policy
- environmental policy
- legislation relating to the Northern Ireland Environmental Agency
- the prevention and detection of fraud or maladministration (e.g. The Controller & Auditor General and HM Revenue & Customs)
- compilation of statistics
- disclosure to other organisations when required by law to do so
- disclose under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 where such disclosure is in the public interest
- administration of UK wide schemes on behalf of the Department for the Environment, Food and Rural Affairs in Great Britian

- business development and knowledge advisory service for farmers, growers and food processors
- for corresponding with you in connection with the above activities

Project Coordinators and participating farm businesses can access the DAERA Privacy Statement from the DAERA website using the link below and it will give you information on how your personal data will be handled.

DAERA Privacy Statement

Project Coordinators and Participating farm businesses further understand that details of payments they receive will be published on the DAERA website, along with their name and County of residence.

19. Assimilated Regulations Governing FwNLP

19.1 FwNLP is part of the Sustainable Agriculture Programme (SAP) and has drawn on the former CAP provisions which are set out in Schedule 1 to the Rural Development Programme Regulations (Northern Ireland) 2015 that continue to operate with modification in NI law as assimilated direct CAP legislation.

19.2 It is the responsibility of the Project Coordinator and participating farm businesses to adhere to all relevant legislation.

19.3 The relevant Regulations can be found on the Legislation.gov.uk website at Legislation.gov.uk.

Appendix A FwNLP Penalties Framework

NB The FwNLP Penalty Framework maybe updated at any time. Any amendments will be published on the DAERA website. At Inspection, agreements will be subject to the penalty framework which is applicable and published on the DAERA website on the date of inspection.

1. Checking Scheme compliance

Claims for each deliverable and milestone will be done on a quarterly basis with funding payments being made in arrears. The control system and conditions for refusal or withdrawal of payments and administrative penalties applicable to FwNLP are detailed in Regulations outlined in Schedule 1 to the Rural Development Programme Regulations (Northern Ireland) 2015 that continue to operate with modification in NI law as assimilated direct CAP legislation. By accepting a letter of offer, the Lead Applicant/Project Coordinator agrees to permit DAERA to carry out an Inspection with or without prior notice at any reasonable time. No payment will be made if the Project Coordinator, or others acting on their behalf, prevents any of these checks from taking place.

All claims will be subject to a range of checks which may include administrative checks and Inspections. The check may be in the form of an Inspection, where an inspector will visit the Landscape Project. The inspector may take digital photographs and DAERA may also send you a request asking you to submit geotagged photographs as part of the controls process.

Checks will be carried out as detailed in the FwNLP Terms and Conditions. Therefore, when implementing a deliverable as detailed in the letter of offer it is the responsibility of the Project Coordinator to ensure they satisfy the Terms and Conditions.

2. Administrative checks

These include cross-checks with IACS, LPIS and GIS databases. Scheme records will be checked for FwNLP (see Section 6 of Terms and Conditions documents on Record Keeping).

3. Inspections

In addition to administrative checks, DAERA is obliged to carry out Inspections on an appropriate percentage of claims. DAERA will carry out random, targeted and appropriately timed Inspections. These will include visual inspection and GPS measurement supported by inspector checklists which will record individual compliance with the Terms and Conditions of the Scheme.

If an Inspection is used, an inspector will visit the Landscape Project. The inspector will attempt to contact the Project Coordinator prior to the visit, usually by phone, advising them of the proposed date and time. The check may go ahead if contact cannot be made. The inspector may take digital photographs and DAERA may also send you a request asking you to submit geotagged photographs as part of the controls process. Refusal of an Inspection will result in no payment being made.

4. Inspection report

An inspection report will be prepared after every inspection. Where irregularities are identified, the Project Coordinator will be given the opportunity to make comments on the inspection findings. It is not possible for an inspector to advise of the effect on the claim of ineligible areas claimed for or non-compliances identified at inspection. If penalties are to be applied to your claim, you will be notified in writing by Payment Delivery Branch after the inspection.

5. Non-Compliance

If it is determined that the Terms and Conditions of the Scheme are not met, this is called a non-compliance which will result in an appropriate penalty being applied (see Tables below).

6. Types of non-compliance

The main types of non-compliance with regard to FwNLP are:

- Failure to meet minimum eligibility criteria.
- Failure to meet baseline requirements.
- Breach of other obligations stated in the Scheme Terms and Conditions.
- Failure to meet record keeping requirements.
- Failure to meet Farm Sustainability Standards.

7. Over-declaration

An over-declaration is the difference between the amount claimed and the amount determined eligible for payment after completion of administrative checks and inspections where applicable. It is calculated as a % of the amount eligible for payment. To meet legislative requirements different over-declaration penalties are applied.

A detailed explanation of the over-declaration penalties applicable is contained in Penalty Matrix 2 and Penalty Matrix 3 sections of this document.

8. Farm Sustainability Standards (FSS)

In addition to the Inspections detailed above, DAERA will also undertake a programme of FSS inspections to ensure that claimants adhere to the Northern Ireland FSS requirements. Penalties will be applied for failure to adhere to the Northern Ireland FSS requirements. FSS penalties are applied at claim level. The following link provides more details of the Farming Sustainability Standards - Farm Sustainability Standards (FSS) | Department of Agriculture, Environment and Rural Affairs

9. Order of reductions, refusals, withdrawals and penalties

Reductions, refusals, withdrawals and penalties shall be applied to FwNLP payments in the following order, as per Articles 6 and 7 of assimilated Regulation No 809/2014; each successive reduction will be applied to the amount resulting from the previous reduction:

1. Minimum eligibility requirements resulting in refusal of claim.
2. Over declaration penalties
3. Scheme non-compliance refusal penalties (including baseline).
4. Non-declaration of land penalties.
5. Scheme non-compliance withdrawals penalties.
6. Farm Sustainability Standard penalties.
7. Offset penalties from previous years.

Appendix A FwNLP Penalty Framework

FwNLP Penalty Matrix 1 - Overall Framework

FwNLP	Type of non-compliance	Amount eligible for Payment	Penalty applicable	Recovery of payments of previous year(s) required
All	Minimum Eligibility Criteria (Section 4.1 of Terms and Conditions)	Nil	Scheme termination	Recovery of all FwNLP payments to date
All	Over- declaration	Reduce FwNLP payment if there is a difference between the amount claimed and the amount found (see Penalty Matrix 2 and Penalty Matrix 3).		Recovery of FwNLP payments to date for over-declared amount
All	Records not kept as prescribed		5% of the FwNLP payment	Not applicable
All	Baseline Breaches and FSS requirements (see Annex 1)	Determined amount	% or monetary penalty determined for FSP is also applicable to FwNLP (please see Farm Sustainability Standards (FSS))	Not applicable

NOTE:

1. Baseline breaches include breaches of FSS. All FSS breaches are reported to the Agricultural and Environmental Division (AESD) Payments Delivery Branch, DAERA. Therefore, separate non-compliance penalties will also be applied to other Area Based Schemes payments
2. Where the Project Coordinator notifies DAERA, prior to an inspection or administrative check, of the full or partial withdrawal, no payment for the withdrawn amount will be made and there may be a recovery of monies paid in previous years.
3. Where DAERA has already informed the Project Coordinator of any cases of non-compliance, or where DAERA has given notice to the Project Coordinator of its intention to carry out an Inspection, or where an Inspection reveals any non-compliance, withdrawals shall not be authorised in respect of the amount affected by the non-compliance.

FwNLP Penalty Matrix 2

Difference between amount claimed/declared and determined/found	Size of penalty
Less than 10.00% of the amount determined/found	No penalty
10.00% or more of the amount determined/found	The difference between the amount claimed/declared and the amount determined/found.

Annex 1: FwNLP Baseline Requirements

Farm Sustainability Standards

Farm Sustainability Standards	
FSS1	Protection of Waters from Pollution
FSS2	Protection of Habitats and Biodiversity
FSS3	Protection of Landscape, Archaeological and Heritage Features
FSS4	Protection of Soils
FSS5	Food and Feed, Herd and Flock Health and Biosecurity
FSS6	Welfare and Protection of Farmed Livestock (including Transport)
FSS7	Livestock Identification and Traceability

Appendix B Glossary of Terms

For the purposes of the Scheme:

Agricultural land is any area of land in Northern Ireland which is registered as a parcel on the Land Parcel Identification System (LPIS). These areas may include land which is deemed to be ineligible for FSP.

Areas of Special Scientific Interests (ASSIs) are protected areas that represent the best of our wildlife and geological sites that make a considerable contribution to the conservation of our most valuable natural places. The law relating to ASSIs is contained in the Environment Order (Northern Ireland) 2002, Part IV.

Authority: Department of Agriculture, Environment and Rural Affairs (DAERA).

Breach of letter of offer: is a failure to adhere to the conditions of the letter of offer and/or failure to carry out works on which the grant is/was paid.

Controls: refer to the methods of checking FwNLP requirements compliance. Checks may be administration, Control with Remote Sensing (CwRS) or by Field Inspection.

Dual funding: refers when the exact same cost, activity, or project is financed twice using public funds or multiple separate grants.

Eligibility: refers to the basic requirements necessary to permit entry to FwNLP.

Eligibility criteria are the requirements that the FwNLP Agreement holder must satisfy at scheme entry and adhere to for the duration of the FwNLP Agreement.

Field boundaries: include dry stone walls, ditches, earth banks, hedges and rows of trees.

Fertiliser: as defined in the The Nitrates Action Programme Regulations (Northern Ireland) 2014 and The Phosphorus (Use in Agriculture) Regulations (Northern Ireland) 2014 and is considered to be any substance containing plant nutrients which is applied to land to enhance crop growth. It includes chemical fertiliser and all types of organic manure including livestock manure.

Field operations: include cultivation, direct drilling, surface seeding, chain harrowing, reclamation, mineral extraction (for example gravel, sand or rock removal), dumping, infilling, new drainage, construction of new lanes, field application of fertiliser (organic or chemical), lime, herbicide, pesticide, insecticide, sheep dip, fungicide, basic slag, sewage sludge, other industrial sludge/by product, for example creamery or food processing waste, supplementary feeding, temporary silage clamps and storage of big bale silage.

Habitat: means the natural home or environment of an animal, plant or other organism.

Herbicides: a pesticide that is used to control unwanted plants.

Integrated Pest Management (IPM): is a process used to solve pest problems while minimising the risk to people and the environment.

Lead Applicant: the primary person responsible for creating, submitting, and managing an application on behalf of a group or partnership.

Letter of offer: the document that will be issued to successful applicants.

Participation Payment: this will be issued to participating farm businesses in Landscapes Project.

Pesticides: a chemical used to kill harmful pests. These include insecticides, herbicides, molluscicides and fungicides.

Project Coordinator: refers to an individual/organisation that will be responsible for the management of the Landscape Project and meeting the deliverables of the scheme.

Protection zone is a specified area around an important site. Activities within these areas are restricted.

RAMSAR: are wetland sites of international importance designated under the Ramsar Convention (1971).

Single Legal Entity: a group of Farm Businesses or an organisation acting as intermediary between land managers, DAERA, and other parties.

Special Area of Conservation (SAC): is a site designated under the Habitats Directive (1992/43/EEC).

Special Protection Area (SPA): is a site designated under the Birds Directive (2009/147/EC).

Appendix C Abbreviations

ANC:	Areas of Natural Constraint
APHIS:	Animal and Public Health Information System
ASSI:	Area of Special Scientific Interest
CwRS:	Control with Remote sensing
DAERA:	Department of Agriculture, Environment and Rural Affairs
DUC:	Dual Use Claim
EU:	European Union
FwNH:	Farming with Nature Higher
FwNT:	Farming with Nature Transition
FSP:	Farm Sustainability Payment
FSS:	Farm Sustainability Standards
GIS:	Geographic Information Systems
GPS:	Global Positioning System
HMP:	Habitat Management Plan
HMRC:	HM Revenue & Customs
IPM:	Integrated Pest Management
LPIS:	Land Parcel Identification System
MEA:	Maximum Eligible Area
MoD:	Ministry of Defence
MOSS:	Management of Sensitive Areas
NIEA:	Northern Ireland Environment Agency
SAC:	Special Area of Conservation
SPA:	Special Protection Area
VAT:	Value Added Tax

Appendix D Contact details

Any queries should be directed to -

Email: FarmingwithNatureLandscapes@daera-ni.gov.uk

Appendix E DAERA Privacy Statement

The Department takes data protection, freedom of information and environmental information issues seriously. It takes care to ensure that any personal information supplied to it is dealt with in a way which complies with the requirements of the General Data Protection Regulation (GDPR).

This means that any personal information you supply will be processed principally for the purpose for which it has been provided. However, the Department is under a duty to protect the public funds it administers, and to this end may use the information you have provided for this purpose. It may also share this information with other bodies responsible for the audit or administration of public funds, in order to prevent and detect crime.

For more information, please refer to the following link:

DAERA Privacy Statement