



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



Co-funded by  
the European Union

# Knowledge Transfer Programme 2024-2026

## Terms and Conditions

Payments in relation to the Knowledge Transfer Programme will be co-funded by the National Exchequer and the European Agricultural Fund for Rural Development (EAFRD) of the European Union under Ireland's CAP Strategic Plan 2023 – 2027

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# 1. General Outline and Legal Basis

A Knowledge Transfer (KT) Programme intervention is included in Ireland's CAP Strategic Plan 2023-2027. These terms and conditions set out general rules governing participation in the KT Programme.

The administrative provisions for the implementation of the KT Programme have been drawn up in accordance with Council Regulation (EU) No. 2021/2115 and Council Regulation (EU) No. 2021/2116. This document constitutes the framework for the application of the detailed rules contained in Commission Implementing Regulations (EU) Nos, 2022/2531 and 2022/1173.

The KT Programme is jointly funded by the European Union and the National Exchequer under the CAP Strategic Plan 2023-2027. Please note that all advertising/communications should include the line "The Knowledge Transfer Programme is implemented and co-funded by the Department of Agriculture, Food and the Marine" and should include the Department logo and the EU logo.

The KT Programme is a three-year Programme which shall be administered by the Department of Agriculture, Food and the Marine (hereafter Department) and is delivered by a network of approved KT Facilitators, with farmers participating in the Programme. Knowledge and innovation will play a crucial role in helping farmers meet current and future challenges. To ensure that knowledge is shared between everyone who uses and produces it, and that people are connected, an effective Agricultural Knowledge and Innovation Systems<sup>1</sup> (AKIS), encompassing all relevant stakeholders is needed in Ireland.

The KT Facilitator should ensure stronger knowledge flows benefit agriculture, forestry, and rural communities, but also food and biobased systems, biodiversity, the environment, climate, and consumers. Efficient KT Facilitation, as part of a wider AKIS, will support generating innovation and exchanging knowledge between advisors, farmers and foresters, researchers, rural networks, national and regional authorities, media, and all people involved in education and training, and consumers. When knowledge is co-created, used efficiently, and shared widely, it further supports the development and scaling-up of innovative solutions that work in practice including engaging: with researchers on new developments; in EIP-AGRI operational group opportunities; in existing advisory programmes and with the Innovation Hub as part of the National CAP Network.

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<sup>1</sup> [eip-agri\\_agricultural\\_knowledge\\_and\\_innovation\\_systems\\_akis\\_2021\\_en\\_web.pdf \(europa.eu\)](#)

## **How will the Knowledge Transfer Programme work?**

Participants must attend EIGHT group meetings per year, FOUR on KT Priority Topics (see Annex 3), and FOUR on other topics based on the Group's Local Need (see Annex 2). Participants must attend ONE additional one-to-one meeting with their Group KT Facilitator in each year of the Programme to set out goals for the Programme and monitor progress towards these goals.

For each year of the Programme, each Participant will receive reimbursement to the amount of €750 where all the requirements of the Programme have been met and without prejudice to Annex 4 in relation to penalties. Reimbursement will be made via the group KT Facilitator.

For each year of the Programme, the KT Facilitator will receive €500 per Participant in their Group(s) where all the requirements of the Programme have been met and without prejudice to Annex 4 in relation to penalties.

The objectives of the Programme are:

- to Provide support for high quality and targeted advice to farmers, delivered by professional agricultural advisors with the appropriate experience and expertise (KT Facilitators).
- to build on the previous Knowledge Transfer Programme and contribute to the wider development and functioning of the Agricultural Knowledge and Innovation Systems (AKIS).
- The intervention will be based on support for the implementation of Knowledge Transfer Groups, which will facilitate the delivery of targeted knowledge and skills, drawing on the expertise of the KT Facilitators running the Groups as well as allowing for shared learning between the farmers in the Groups.
- Increase KT Participants and KT Facilitators understanding of topics such as biodiversity, water quality, air quality, climate change including bioeconomy, soil health, animal health & welfare, farm management, integrated approaches to farming and forestry, digital and smart technologies, research, and innovation, EIP-AGRI operational group developments, financial management and succession planning.
- Ensure that the Irish agricultural sector remains resilient and to provide for further development of the national AKIS.

Any queries regarding the KT Programme can be addressed to:

Postal	Email	Phone
KT Programme Department of Agriculture, Food, and the Marine Old Abbeyleix Road Portlaoise Co Laois R32 RPA6	<a href="mailto:ktinformation@agriculture.gov.ie">ktinformation@agriculture.gov.ie</a>	057-867 4422

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## 2.KT Facilitator Eligibility Criteria and Requirements

To be eligible to act as a KT Facilitator, agricultural advisors must satisfy the following eligibility criteria:

- KT Facilitators must be Farm Advisory System (FAS) approved (according to Article 15 of Regulation (EU) 2021/2115) advisors and adhere to the criteria to maintain FAS approval for the duration of the Programme. A KT Facilitator who fails to maintain FAS approval for the duration of the Programme cannot participate in the KT Programme as a KT Facilitator from the time their FAS approval lapses.
- KT Facilitators are required to complete Department Continuous Professional Development (CPD) module on KT Facilitation skills before delivering any meetings either, Group or One-to-One.
- A KT Facilitator must be a registered agricultural agent on the Department's online system and hold an active AGT number issued by the Department for the duration of the Programme. They also must be linked to a registered agricultural agency with an active AGY number on the Department's Online System, [www.agfood.ie](http://www.agfood.ie).

The Department reserves the right to remove the approval of a KT Facilitator from the Programme. The Department will publish on its website [www.gov.ie/agriculture](http://www.gov.ie/agriculture) a list of approved KT Facilitators.

Applications for approval as a KT Facilitator will not be accepted from employees of the Department of Agriculture, Food, and the Marine.

A KT Facilitator cannot be a Participant in a Knowledge Transfer Group which they are facilitating.

A KT Facilitator cannot act as an External Expert in the Group(s) they are acting as KT Facilitator for.

The KT Facilitator for the Group must be the person that delivers the KT Group meetings (except the meeting delivered by the external expert). In addition, the KT Facilitator for the KT Group must be present for the duration of all meetings including those delivered by others e.g., external expertise etc.

**There is a two-step process to apply to participate in the KT Programme.**

1. Expressions of Interest to act as a Knowledge Transfer (KT) Facilitator from FAS approved advisors are accepted online via [www.agfood.ie](http://www.agfood.ie).
2. If approved in 2023, the KT Facilitator will be invited to submit an application for a Knowledge Transfer Group and nominate the individual Group Participants on the online KT System by Tuesday 31 October 2023. Ranking and Selection will be carried out at this stage (in accordance with the selection criteria set out below).
3. If approved after the commencement of the Programme, the FAS approved advisors will be only eligible to be placed on the approved KT Facilitator list.
4. If approved after the commencement of the Programme they are eligible to apply to take over and existing Group(s) from a KT Facilitator who can no longer continue in the Programme and in accordance with Section 4 of these Terms and Conditions.

It shall be the responsibility of the KT Facilitator to familiarise themselves with the Programme's Terms and Conditions and any amendments thereof, and with the consequence for breaches of the Programme Terms & Conditions (as outline in Annex 4).

The approval of reimbursement or payment under the Programme does not imply the acceptance by the Minister of any responsibility as regards the obligations undertaken by the KT Facilitator.

The KT Facilitator must notify the Department immediately in writing of any change of herd ownership which has been notified to them by a Participant.

The KT Facilitator must notify the Department immediately in writing of any change to their circumstances which effect the operation of the group(s).

The KT Facilitator shall indemnify the Minister for, and in respect of, all and any claims arising directly as a result of negligence, breach of contract, breach of duty, insolvency, recklessness, bad faith, willful default, or fraud by the KT Facilitator. The Minister shall not be liable for any injury, loss or damage to Participants, KT Facilitators or any third party arising out of participation in this Programme.

The KT Facilitator undertakes to treat all information as confidential and to comply with all directions of the Department regarding the use and application of all and any Confidential Information and with prevailing Data Protection legislation.

## **PAYMENTS**

In accordance with Provision 9 of EU Regulation 2021/2115 and Section 53 of Ireland's CAP Strategic Plan, the KT Facilitator is the payment beneficiary under the Programme.

The KT Facilitator is responsible for reimbursing the Participant in respect of the Programme, following payment by the Department. The KT Facilitator shall provide the Department with details of his/her nominated bank account into which such reimbursement monies shall be transferred through Electronic Fund Transfer.

The Department shall notify KT Facilitators the level of reimbursement to be made to Participants. This information will be specific to the reimbursement due, and penalty under the Programme if applicable.

KT Facilitators shall reimburse the Participant and upload evidential documentation (as referenced below) within THIRTY calendar days of issue of monies from the Department. Failure to do so will result in penalties as outlined in Annex 4.

Payment to KT Facilitators shall issue AFTER the Department has received confirmation of reimbursement to their Knowledge Transfer Group(s) Participants through the production of the evidential documentation such as redacted bank statements, without prejudice to Annex 4 in relation to penalties.

The Department shall not be responsible where a Participant does not qualify for reimbursement due to the KT Facilitator or Participant not adhering to the Terms & Conditions of the Programme. The onus is on the KT Facilitator and Participant to be aware of and adhere to the Terms and Conditions of the Programme.



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## 3.KT Participant Eligibility Criteria and Requirements

To be eligible to participate in a Knowledge Transfer Group, participants must satisfy the following eligibility criteria:

- The Participants must be aged eighteen years or over.
- The Participant must have an active Business ID e.g., Herd Number, Registered Farm Partnership or Company ID registered with the Department to participate in the Programme.
- The Participant must have submitted a Basic Income Support for Sustainability (BISS) application in 2023. They must also submit a BISS application to the Department on a yearly basis for each year of the Programme (2024 – 2026).
- The Participant's KT Facilitator must also be authorised as the BISS agent for the Participant (however there is no obligation on the Participant to have the KT Facilitator submit their BISS application on their behalf).
- The Participant must provide their KT Facilitator with their bank details in order to facilitate reimbursement to the Participant via Electronic Fund Transfer by the KT Facilitator.

Participants shall apply for the Programme using the herd number under which their BISS application is made, except for Registered Farm Partnership. Where participants are members of a Registered Farm Partnership (RFP), applications must be made under the individual herd numbers. For single herd partnership, one Participant can apply. For multi-herd partnerships, the number of Participants will be determined by the number of herd numbers.

A Participant can participate in a maximum of one Knowledge Transfer Group for the three-year duration of the Programme.

Participants cannot transfer between Knowledge Transfer Groups for the duration of the Programme.

Participants in the Programme shall be required for each year of the Programme to fully attend:

- EIGHT Knowledge Transfer Group meetings including FOUR on Priority KT Topics (see Annex 3) and FOUR based on local need(s) as determined by the Group (see Annex 2), to

include at least ONE meeting from the list of Priority KT Topics delivered by an External Expert,

AND

- ONE one-to-one meeting between KT Facilitator and each Group Participant in each year of the Programme

The Participant **must** work with their KT Facilitator at their one-to-one meetings to set out their goals for the Programme and report on progress in relation to same. This will also incorporate an element of evaluation of the Programme. It will be by way of completion of an online form during each of the one-to-one meetings, which should be completed by the KT Facilitator in conjunction with the Participant. This will ensure that each farmer's progress is reviewed as the intervention proceeds.

- Year 1, one to one meeting will set out the overall goals/objectives, the form must be submitted by 31 March 2024
- Year 2, one to one meeting will assess progress and review goals, the form must be submitted by 30 June 2025, and
- Year 3, one to one meeting will include an evaluation and assessment of the Participant's goals and the overall KT Group, the form must be submitted by 31 December 2026.

Submission of the online form each year by the above dates is mandatory and failure to do so will result in a reduction of the amount due to be reimbursed/non-payment for the completion of the tasks and the application of a penalty (see Annex 4).

Participants who have nominated their group Facilitator to act on their behalf for Area Based & Livestock Schemes (which include KT) shall be deemed to have confirmed their compliance with these Terms & Conditions (Knowledge Transfer Programme) including the requirement in relation to attendance at meetings. It shall be the responsibility of the Participant to familiarise themselves with the Programme's Terms and Conditions and any amendments thereof and with the consequence for breaches of the Programme Terms and Conditions.

The approval into or reimbursement in respect of the Programme does not imply the acceptance by the Minister of any responsibility as regards the obligations undertaken by the Participant.

Credit will only be given to Participants for attending their own group meeting.

Participants must notify the KT Facilitator immediately of any change to the herd ownership. Where the holding is transferred with exception to details outlined under Force Majeure, the Participant is deemed to have withdrawn from the Programme.

The Minister shall not be liable for any injury, loss or damage to Participants, KT Facilitators or any third party arising out of participation in this Programme.

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## 4. KT Group Requirements and Selection Criteria

Following approval as a KT Facilitator, the KT Facilitator will be invited to submit an application for a Knowledge Transfer Group, including registering the individual Group participants and setting out the local needs for the KT Group and the specialty/topic of the External Expert for year one using the Department's dedicated online KT System by the Tuesday 31 October 2023.

KT Facilitators can apply for a minimum of ONE group and a maximum of FIVE groups only.

Knowledge Transfer Groups must consist of a minimum of 10 members and a maximum of 20 members. Variations may be allowed in exceptional circumstances at the discretion of the Department and will be considered on receipt of an application from the KT Facilitator on a case-by-case basis.

The KT Facilitator shall register on the online KT system all required details for Participants for each of their approved Knowledge Transfer Group(s).

The KT Facilitator shall be the BISS agent for the Participants in their approved groups.

Replacement Participants may be allowed in exceptional circumstances at the discretion of the Department and will be considered on receipt of an application from the KT Facilitator on a case-by-case basis.

In the event the KT Facilitator cannot complete the Programme, in exceptional circumstances his/her Group(s) may be allowed to transfer to an alternative approved KT Facilitator at the Department's discretion.

KT Facilitators should form groups in accordance with local need and agree the local need with all Participants. The local need should come under the umbrella of at least one of the CAP Needs (see Annex 2) and should be based on a clearly defined need at local level.

For example, the KT Group could be formed based on a local need to improve water quality within a particular sub-catchment area, under the CAP objective and need, (see the list in Annex 2). Within the KT Group notification process, the KT Facilitator for the group will need to select the relevant CAP objective (e.g. Objective 5 Need 2 in this example) and outline the local need (e.g. improve water quality in the sub-catchment area) including providing any available evidence or rationale for the local need (e.g. X% of rivers in the sub-catchment area have poor or bad water quality based on 2020 EPA Water Quality Report).

In the event of oversubscription to the Programme, approval of groups will be awarded based on predetermined Ranking & Selection Criteria (as set out below).

## **GROUP RANKING, SELECTION AND APPROVAL**

Groups registered by KT Facilitators on the Department's online KT System will be Ranked and Selected on the following criteria:

1. Local need of the group has been clearly defined – see annex 2 (max 40 points) \*
2. Group involvement/proposed engagement with EIP Operational Groups, ACRES Cooperative Project and/or demonstration farms (max 20 points)
3. Involvement of external expert(s) for 2024 specified (max 20 points)
4. Group of farmers included at least 20% new entrants<sup>2</sup>, young farmers<sup>3</sup> or female farmers (max 20 points)

\*Groups must select a minimum of one local need (up to a maximum of 4 local needs). The proposed KT Group will receive points for their highest-ranking local need.

To be considered for approval there is a minimum score under Ranking & Selection of 40 points.

KT Facilitators will be informed of any group(s) approved/not approved through this Ranking & Selection process.

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<sup>2</sup> New entrants/new farmers as per Ireland's CSP and in accordance with Art. 26 of Regulation (EU) 2021/2115 is a farmer who set up a holding for the first time or during the three years preceding the first submission of a National Reserve application. Meet same education criteria as young farmer.

<sup>3</sup> Young Farmers as per Ireland's CSP and in accordance with Art. 26 of Regulation (EU) 2021/2115 is a farmer who set up a holding for the first time or during the three years preceding the first submission of a National Reserve application and is no more than 40 years of age at any time during the calendar year in which s/he first submits an application under the Young Farmers Scheme/Complementary Income Support for Young Farmers, be set up as head of the holding. See CISYF terms and conditions for full qualifying requirements.

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## 5. Administration of the Programme

The Programme is administered by the Department and is delivered by a network of approved KT Facilitators.

All Group and one-to-one meetings will be facilitated by approved KT Facilitators who will use the Department's KT system to create Group meetings, record attendance and submit claims.

The KT Facilitator shall provide a written Agenda for each Group meeting in advance i.e., when creating the Group meeting on the KT system. Attendance recording must be completed by the KT Facilitator and all Participants in attendance at every meeting (both group and one-to-one) in order for the meeting to be a valid meeting.

### PROGRAMME MEETINGS

KT Facilitators shall hold a minimum of EIGHT meetings per Knowledge Transfer Group per year with the meetings held within the calendar year in each year of the Programme.

The KT Facilitator will create an application to hold a Group meeting using the online KT System - this lists the declarations to be confirmed by the KT Facilitator as part of the application, and entry of the location and time of the Group meeting.

The following timelines must be strictly adhered to:

- KT Facilitators shall notify the Department using the online KT System at least **FIVE** working days in advance of the proposed date of each Group meeting. Only meetings notified in this way shall count as satisfying the requirements of the Programme. Notification can only be made using the online KT System.
- Amendments can only be made using the online KT System. Amendments can be made to the date, time and/or venue/location (but not retrospectively) of a meeting up to **THREE** working days in advance of the meeting.
- Meetings can be cancelled up to **5 hours prior** to the scheduled commencement time of the meeting using the online KT System. Failure to notify the Department of the cancellation of a meeting within the specified time may result in the meeting being deemed invalid and not eligible for reimbursement (see Annex 4).

All Knowledge Transfer Group meetings shall be of at least TWO HOURS duration and each meeting shall cover either a KT Priority Topic or a Local Need topic identified by the Group (the List of KT Priority Topics is provided in Annex 3).

There shall be a minimum of FIVE working days between each Knowledge Transfer Group meeting. This is counted on 24-hour basis from the scheduled finish time of the preceding meeting e.g., last meeting finished 1 September at 6:00pm therefore next meeting cannot be scheduled until on or after 9.00am on the 11 September.

A minimum of 50% of the total Participants of a group is required at a group meeting for it to be deemed valid under the Programme (see Annex 3).

Meetings led by an External Expert must be recorded as such when applying for the meeting using the online KT System. Only meetings notified in this way shall count as satisfying the requirements of the Programme. The KT Facilitator must attend the meeting with the External Expert. One such meeting per year is required during the three years of the Programme.

The maximum number of Group meetings a KT Facilitator may hold is TWO meetings on one day. This must be for two different groups and there must be sufficient time allowed between meetings for travel and preparation.

The maximum number of One-to-One meetings that can be held per day is FOUR. Where there are both Group and One-to-One meetings scheduled on a given day the overall meeting limit is four (of which a max of two can be Group meetings).

For One-to-One meetings there is no distinction as to which group a participant is from, for example One-to-One meetings on the same day can be with participants from any group.

There is no minimum gap between One-to-One meetings held on the same day nor is there a requirement for a five-day gap between One-to-One meetings.

One-to-One meetings cannot commence prior to 9am or after 8pm and shall not be held on Sundays or Public Holidays. Saturday is considered a working day for One-to-One meetings to take place.

Group Meetings cannot commence prior to 9am or after 8pm and shall not be held on Weekends or Public Holidays. Combined/joint Group meetings are prohibited.

Group and One-to-One meetings must be in person. Virtual or online meetings are not permitted. Attendance by Participants, External Experts and KT Facilitators virtually is not permitted.

Knowledge Transfer Meetings cannot be held outside the State.

## **POST MEETING ACTIONS**

The KT Facilitator shall ensure they have recorded each meetings attendance and uploaded the fully completed attendance sign in sheet within THIRTY calendar days of the meeting to KT online system. The attendance record should include the KT Facilitator, each group participant in attendance and the details of the External Expert (when applicable). Failure to submit the above will result in the meeting being deemed invalid.

The KT Facilitator shall ensure that they, in conjunction with the Participant complete and submit the relevant One-to-One meeting form (e.g. Year 1 Goal Setting, Year 2 Progress and Evaluation, Year 3 Evaluation) in WORD format (with electronic signature of the Participant (see Word Draw tab) within 48 hours of the completion of the One-to-One meeting. Where a valid One-to-One meeting form is uploaded in time, this will be deemed to be a claim for the monies due to the Participants.

The attendance records for each Group meeting will be validated by Department administration staff. Where a valid attendance is recorded and valid attendance sheet uploaded in time, this will be deemed to be a claim for the monies due to the Participants.

Where a Participant does not attend a Group Meeting or the recorded attendance record is not validated by the Department, no reimbursement will issue to the KT Facilitator for that Participant and no claim shall lie against the Department in respect of same by that Participant.

The KT Facilitator is responsible for forwarding reimbursement monies to those Participants who attended. When all such reimbursement monies have been paid to those Participants, the KT Facilitator will then make a declaration to the Department, which will be their payment claim in respect of providing the Group meeting by uploading proof of payment claim and ticking that all Participants have been reimbursed.

Verifiable evidence of forwarding monies (e.g., SMS verification, redacted bank statements showing relevant payments only) must be provided to the Department by the KT Facilitator before they submit their own claim for payment.



## **FORCE MAJEURE**

Participation is non-transferrable, except in the case of force majeure. Without prejudice to the actual circumstances to be taken into consideration in individual cases, the following categories of force majeure and exceptional circumstance may be recognised pursuant to Article 3 Regulation (EU) 2021/2116 of the European Parliament and of the Council of 2 December 2021:

- a) a severe natural disaster or severe meteorological event gravely affecting the holding.
- b) the accidental destruction of livestock buildings on the holding.
- c) an epizootic, a plant disease outbreak or the presence of a plant pest affecting part or all of the Participant's livestock or crops.
- d) expropriation of all or a large part of the holding if that expropriation could not have been anticipated on the day of lodging the application.
- e) the death of the beneficiary/Participant.
- f) long-term professional incapacity of the beneficiary/Participant.

### ***Notifying a force majeure/exceptional circumstances event to the Department***

For the Department to consider a case of FM/EC, the Participant/KT Facilitator should inform the Department within 15 working days of the date of being in a position to do so. Contact can be made using the [ktinformation@agriculture.gov.ie](mailto:ktinformation@agriculture.gov.ie) email address. The Department will look at each request on a case-by-case basis. Penalties will not normally apply, where the FM/EC is accepted. The Participant/KT Facilitator will have to prove that, despite taking all reasonable measures to counteract their effects, the FM/EC event prevented them from meeting their obligations. The Participant /KT Facilitator must be able to provide information, supported by documentary evidence, of the steps taken to prevent or lessen the effect of these circumstances.

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## 6. Controls and Penalties

It is important that KT Facilitators and Participants meet all the eligibility and Programme requirements for the Knowledge Transfer Programme. The Department will undertake controls to ensure that all requirements are adhered to, and non-compliances are identified. The controls include administrative checks and on-the-spot checks.

### ADMINISTRATIVE CHECKS

The Department will carry out administrative checks to ensure compliance with the Terms and Conditions of the Programme. Eligibility checks will be conducted on 100% of KT Facilitators and Participants. Verification of actions completed in line with KT Terms and Conditions will be performed. 100% systematic checks may be complemented by further administrative checks on a sample basis.

Any Participant not entered on the online KT system but who subsequently attends and verifies their attendance for the KT meeting will not be paid, nor will the KT Facilitator be paid, in respect of such attendance.

Where, for the purposes of obtaining reimbursement/payment under the Programme to which these Terms and Conditions relate, the KT Facilitator or Participant knowingly makes a false or misleading statement or withholds essential information, their participation in the Programme may be terminated and all or part of the reimbursement/payment made/due in the relevant year shall be returned/forfeit by them directly to the Department. The Minister for Agriculture, Food, and the Marine has implemented Regulations, which will make it an offence for a Participant to knowingly make a false declaration. It is also an offence for a person to assist a Participant to commit an offence under the Regulations. Participants should familiarise themselves with the European Communities (Direct Support Schemes) Offences and Control Regulations 2016, S.I. No 169 of 2016. This may also impact on payments in respect of other schemes/programmes in which the Participant is partaking.

The Minister also reserves the right to exclude any KT Facilitator or Participant as per the foregoing from further participation in any other Department programme for such period as shall be determined, but in any event not exceeding a period of six years.

## INSPECTIONS

The Department will carry out control checks, which include on-the-spot controls, to ensure compliance with the Terms and Conditions of the Programme. Controls will be undertaken on 5% of meetings to ensure adherence to Terms and Conditions and quality of delivery. In addition to administrative checks, the Department may also conduct on-the-spot checks to ensure that all Programme requirements have been met. The cases selected for inspection will be a combination of random and risk based. Automated decision making may be used for the purposes of selecting courses for inspection in accordance with the CSP legislative framework and relevant data protection law.

The Minister reserves the right to conduct inspections at reasonable times of any premises, equipment, and records of KT Facilitators and Participants

In agreeing to the Terms and Conditions of the Knowledge Transfer Programme, KT Facilitators and Participants agree to permit officials or agents of the Department to conduct in-person inspections, without prior notice, at any reasonable time(s) wheresoever the group meeting takes place. The inspections will be unannounced and without prejudice to public liability. The inspector will explain to the Participant and the KT Facilitator, the inspection procedure adopted and satisfy himself/herself that the Participant and the KT Facilitator fully understands it.

No reimbursement or payment shall be made in favour of Participants or KT Facilitators where it is established by the Department that the conditions for reimbursement/payment were artificially created. Such actions may be investigated by the Department and may be referred to An Garda Síochána.

No reimbursement or payment shall be made in favour of Participants or KT Facilitators where it is established that they failed to comply with checks. The Department is also required to introduce a proportionate penalty regime covering all elements of the Programme (see Annex 4).

Where it is found that a meeting being delivered is not appropriate to the standard required by the Department then a warning will be issued when noted at inspection, with a subsequent meeting to be selected for inspection. If these issues are not rectified on a subsequent inspection or further and additional non-compliances arise on the second inspection penalties may apply (see Annex 4).

Where it is found that there are signature discrepancies noted on attendance sheets (or other forms to be signed by the Participant) a warning will be issued when noted at inspection or administrative

check, with subsequent meetings to be selected for inspection. If these issues are not rectified on a subsequent inspection (or administrative check) or further and additional non-compliances arise on the second inspection (or administrative check) penalties may apply (see Annex 4) as it may be deemed that the conditions for re-imbursement/payment were artificially created.

If an inspection cannot be conducted through the fault or action of the KT Facilitators or Participants, this will result in no reimbursement/payment for the action under inspection, unless the Department determines an instance of force majeure or exceptional circumstances. The Department of Agriculture, Food and the Marine, as the EU accredited Paying Agency, will have primary responsibility to ensure that the required level of inspections are conducted and for fixing any sanctions to be applied.

## **COLLECTION OF OUTSTANDING DEBTS**

Any outstanding debts due to the Department in respect of reimbursements/payments must be paid in full.

If alternative payment arrangements to clear outstanding debts in full are not in place, the Department will recoup the debts from any DAFM payments that become due.

Interest payable at the rate provided for under Statutory Instrument Number 463 of 2003 European Communities (Recovery of Amounts) Regulations 2003 as amended, is applied to debts due to the Department in respect of the Knowledge Transfer Programme. Interest is calculated for the period elapsing between the payment deadline provided in the notification of the (re)payment obligation to the farmer, and either payment or deduction.

Where debts arising from penalties and/or overpayments are not paid or recovered within the period requested, the Department will take whatever action is deemed necessary for their recovery, including legal action.

Joint applicants remain liable for each other's debts or as provided for in a signed partnership agreement.

## **MONITORING AND EVALUATION**

Monitoring and evaluation of the Programme shall be conducted in line with the provisions of Commission Regulations (EU) no. 2021/2115, 2021/2116 and 2021/2289. KT Facilitators and Participants shall provide feedback as deemed necessary by the Department in this regard.

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## 7. Review and Appeal Section

Requests for reviews of Department decisions can arise for many reasons. Reviews may arise from administrative checks, and /or inspection findings. The process provides, in the first instance, for an internal review within the Department, followed by an external review by the Agriculture Appeals Office, if required.

### INTERNAL REVIEW

#### Administrative Checks

Where Participants are unhappy with the outcome of their application or administrative checks they may, in the first instance, seek in writing, a review of the decision. Reviews can be sought, in the first instance, from the manager of the particular Programme involved. Initial review requests should be addressed to: Decision maker name (usually HEO/Manager), KT Programme, Department of Agriculture, Food, and the Marine, Old Abbeylax Road, Portlaoise, Co Laois, R32 RPA6 or by email to [ktinformation@agriculture.gov.ie](mailto:ktinformation@agriculture.gov.ie).

#### On the Spot Inspections

If a Participant is dissatisfied with the on-the-spot inspection findings, they can seek a review of the decision to the relevant District Inspector, as detailed in the inspection findings notification letter (FN letter).

### APPEAL

If the internal review of a decision by the Department does not resolve the position to the satisfaction of the Participant, appeals can be made to the Agriculture Appeals Office (AAO). The AAO is an independent statutory appeals facility that provides an independent, impartial and free appeals service to applicants who are dissatisfied with decisions of the Department.

Appeals must be submitted using the prescribed Notice of Appeal Form to the AAO within three months of the date of letter of notification to the applicant of the final decision of the Department. The final decision letter must accompany the Notice of Appeal Form. In certain cases, where the Director considers it appropriate, this three-month deadline can be extended on a case-by-case basis. The Notice of Appeal Form can be downloaded at [www.agriappeals.gov.ie/publications](http://www.agriappeals.gov.ie/publications) or obtained directly from the Agriculture Appeals Office Ph 057 866 7167. The Notice of Appeal Form

should set out all the grounds which are relied upon in the appeal (additional pages may be used where necessary) and a copy of the Department's decision letter which is appealed should be enclosed with the form along with any supporting documentation considered relevant to the appeal.

The Agriculture Appeals Act 2001, along with the Agriculture Appeals Regulations 2002 (as amended), sets down the functions of appeals officers, the decisions that may be appealed and the procedures to be followed in respect of agriculture appeals. From the date of receipt of all relevant documentation, the Appeals Office will aim to conclude its findings within a three-month period.

Full details of appeals procedures, including details of the Schemes covered are available on the Agriculture Appeals Office website at [www.agriappeals.gov.ie](http://www.agriappeals.gov.ie), or from the Department's local offices. Appeals should be submitted to:

The Director,  
Agriculture Appeals Office,  
Kilminchy Court,  
Portlaoise,  
Co. Laois  
R32 DTW5.  
E-mail; [appeals@agriappeals.gov.ie](mailto:appeals@agriappeals.gov.ie).

If, at the end of the appeals procedure, the Participant feels their case has not been dealt with adequately, they can seek the assistance of the Ombudsman by contacting the Office of the Ombudsman at (01) 6395600. Complaints can also be made through their website at [www.ombudsman.ie](http://www.ombudsman.ie).

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## 8. Data Protection

### DATA PROTECTION NOTICE

General Data Protection information applicable to all Department of Agriculture, Food and the Marine customers is available here:

<https://www.gov.ie/en/organisation-information/ef9f6-data-protection/>

#### Information specific to the personal data being collected:

The following data is specific information in relation to the personal data processed for the Knowledge Transfer Programme.

#### **1. Information and Data Protection:**

The following information relates to the processing of personal data of Participants submitted via the KT Facilitator under the Knowledge Transfer Programme. This sets out the ways in which the Department of Agriculture, Food and the Marine (the Department) collects, stores, and uses personal data. Such data may be received directly from data subjects, authorised agents acting on their behalf or indirectly from third parties where there is a legal basis to do so.

The rights of data subjects may be exercised pursuant to the Data Protection Acts 1988 to 2018 and the General Data Protection Regulation and The Data Sharing and Governance Act 2019. Further information in respect of data protection may be accessed on the Department's website:

#### **2. Specified purpose:**

The Participants personal data sought from, or previously furnished by the KT Facilitator is required for the purpose of making an application under the Knowledge Transfer Programme. Failure to provide all the personal data required to facilitate the processing of the application, including data testing, under this Programme will result in the Department being unable to process the application further. Failure to provide certain information required under the terms and conditions of this Programme may result in the necessity to repay monies already paid under this Programme.



The purpose for the processing of personal data is to, among other things, receive, analyse, and process data from applicants. To communicate with KT Facilitators and where applicable other authorised third parties. To subsequently receive and process the data of the approved Participants for the fulfilment of their applications and make payments to them.

The Department of Agriculture, Food and the Marine may also use data submitted in an application under this Programme for the purposes of facilitating the processing of an application for participation in other schemes operated by the Department or where a compatible purpose exist.

The operation of this Programme may also result in the sharing of data, where required, within the Department. This is to facilitate, among other things, the fulfilment of the obligations placed on Member States, including Ireland, and objectives of the CAP Strategic Plan (CSP). This may cover areas such as management, control, audit and compliance, monitoring and evaluation obligations, and statistical purposes. The use of the data in this way is considered compatible with its original purpose of collection.

### **3. Legal basis:**

Article 6(1)(c) of the General Data Protection Regulation (GDPR) provides for processing of personal data where it is necessary for compliance with a legal obligation to which the controller is subject; while Article 6(1)(e) provides for processing of personal data where it is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.

The 'Knowledge Transfer Programme' is implemented pursuant to the CAP EU Regulations, including Regulations (EU) 2021/2115 of the European Parliament and of the Council as well as relevant secondary legislation. Article 151 (1) of Regulation (EU) 2021/2115 and Article 101 of Regulation (EU) 2021/2116 (Processing and Protection of Personal Data), places a legal obligation on Member States to collect personal data to facilitate the implementation of the CAP Strategic Plan. The framework for the application of the detailed rules contained in Commission Delegated Regulation (EU) 2022/2527 and Commission Implementing Regulations (EU) No.'s, 2022/2531 and 2022/1173.

The Department may, for the purpose of aiding administrative efficiencies, use existing customer data for other purposes such as to claim and receive payments under CSP Schemes. The use of the data in this way is considered compatible with its original purpose of collection. Existing customer data means data that is submitted for the BISS and/or its successor scheme

the Basic Payment Scheme (BPS) which was implemented pursuant to EU Regulation 1306/2013 while BISS is implemented pursuant to Regulations (EU) 2021/2115 and as well as relevant secondary legislation.

The proposed further processing of the personal data for the purpose of this Programme is considered compatible with its original purpose of collection; this includes the making of payments in respect of participation in schemes administered by the Department funded under the Common Agricultural Policy (CAP). This is to facilitate, among other things, the fulfilment of the obligations placed on Member States and objectives of the CAP Strategic Plan (CSP). This may cover areas such as management, control, audit and compliance, monitoring and evaluation obligations, and statistical purposes.

The KT Facilitator is not acting as a representative of the Department during this Programme and all handling of personal data by that Agent is being done in their own capacity and they carry their own data protection obligations. The KT Facilitator is the Agent for the Participant and has access, via Agfood.ie to information the Department holds on the Participant.

#### **4. Recipients and data sharing:**

As noted in the “Specified purpose” section above, information and personal data provided as part of this Programme may be shared with other Divisions within the Department for the purposes of aiding administrative efficiencies when processing other related scheme applications. This sharing shall be done in compliance with the CSP legislative framework and relevant data protection legislation.

Personal data may also be sought from and made available to other Government Departments/Agencies/Local Authorities/contracted parties/LIFE Projects, but only where there is a valid legal basis to do so. Anonymised data may also be shared between public bodies to support the achievement of government objectives.

Where appropriate, a Data Sharing Agreement will be put in place. The purpose of this sharing of data is to facilitate, among other things, the fulfilment of the obligations placed on Member States and objectives of the CAP Strategic Plan (CSP). This includes, but is not limited to management, control and audit purposes, monitoring and evaluation purposes, cross compliance controls, controls relating to the legislation underpinning cross compliance and all Rural Development measures, as required by Article 65 of Commission Implementing Regulation (EU) 809/2014 and for the performance of the CAP Strategic Plan as required by Article 128 of Regulation (EU) 2021/2115 of the European Parliament and of the Council. Also,

personal data may be released as required by relevant Data Protection legislation and the Freedom of Information Act 2014.

Personal data may be used for, among other things, statistical, research and analysis purposes in some circumstances, but will only be done so in compliance with the Data Protection legislation and the legislative measures under the CSP. Data used for such purposes will be anonymised, as appropriate, to protect the security and confidentiality of the data. The use of the data in this way may facilitate the Department in informing policy decisions into the future, which would benefit the Irish farmer and the Agriculture Sector.

The Department is also currently obliged by law to provide information concerning applicants in response to requests received from the Office of the Revenue Commissioners, An Garda Síochana, and other bodies and this will take place in accordance with Data Protection legislation.

As part of this Programme, if approved into the Programme, you may be requested by the Department or relevant agents acting on its behalf, to supply data in relation to your participation to this Programme, and facilitate inspections/assessments, where required for the purpose of assessment, verification, evaluation or research purposes as provided for under the CSP Regulations (e.g., EU Regulation 2021/2115 and EU Regulation 2021/2116). Not to supply such information may invalidate/cancel your application.

## **5. Publication of data**

Article 98 of Regulation (EU) 2021/2116 (Publication of information relating to beneficiaries) obliges Member States (MS) to publish beneficiaries' data in certain circumstances, but not where the amount is less than €1,250.

## **6. Transferred outside the EU:**

Personal data, in respect of an application under this Programme, will not be transferred outside of the EU.

## **7. Retention Period:**

Personal data in respect of the Participant / KT Facilitator under this Programme will be retained by the Department for 7 years plus the current Programme year in line with the purpose for which it was collected. After this time, it will be marked for destruction and will be

destroyed in line with internal guidelines or guidelines for destruction received from the National Archives Office or associated permissions received from them.

**8. Data provision being statutory or contractual obligation:**

The data provided for this purpose is being requested under the requirements of the CAP (EU) Regulations 2021/2115, including relevant secondary legislation, as well as the CAP Strategic Plan, its Strategic Environmental Assessment, and Appropriate Assessment. If the applicant chooses not to provide necessary relevant information their application for this Programme cannot be processed further.

**9. Automated Decision Making, including profiling:**

Personal data provided in the submission of an application under this Programme will be processed automatically for the purpose of the efficient running of this Programme and the timely payment of participants.

Automated decision making may be used for the purposes of selecting Participants for inspection in accordance with the CSP legislative framework and relevant data protection law. Article 65 of Regulation (EU) 2021/2116, obliges Member States including Ireland, to set up and operate an integrated administration and control system, which among other things, includes an area monitoring system for systematic observations and tracking of agricultural activities and practices. It may also be used to determine eligibility for the Programme (submitting a BISS application and satisfying the active farmer check)

Profiling may be used for the purpose of ranking applicants for inspections and informing policy decisions.

**10. Information from Third Party:**

Data may be provided to this Department by a third party on behalf of a Participant, for example a FAS Advisor, where it can be shown that authorisation has been given by the Participant for this to take place.

The Department may be in receipt of data from third parties, to facilitate, among other things, the fulfilment of the obligations placed on Member States and objectives of the CAP Strategic Plan (CSP) and other legislative provisions. This may cover areas such as management, control, audit and compliance, monitoring and evaluation obligations, and statistical purposes.

#### **11. Technical information on data collected:**

Technical information on the cookies used on the Gov.ie website is available at the following link: <https://www.gov.ie/en/help/privacy-policy/?section=cookies>

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## Annex 1 - Definitions

‘AGENCY’ shall be an entity to which a KT Facilitator must be linked, and to which payment will be made.

‘AKIS’ shall mean Agricultural Knowledge and Innovation Systems

‘APPLICATION’ shall mean the application for a contract under the Programme in accordance with the Terms and Conditions set out herein. Applications may only be submitted in 2023 and will pertain to the full three-year contract for participation in the KT Programme.

‘BENEFICIARY’ shall mean registered approved KT Facilitators.

‘BISS’ shall mean Basic Income Support for Sustainability.

‘BUSINESS ID’ shall mean Herd Number/Flock Number, Registered Farm Partnership or Company ID registered with the Department of Agriculture Food and the Marine

‘CONFIDENTIAL INFORMATION’ shall mean: Unless specified in writing to the contrary by the Participant all and any information (whether in documentary form, oral, visual, audio-recorded, or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational, or otherwise) relating to the facilitation of KT Groups or relating to the Participant and any information supplied or made available to the KT Facilitator for the purposes of the Programme, and Any and all information which has been derived or obtained from the information described in the previous sub-paragraph.

‘CPD’ shall mean Continuous Professional Development.

‘CSP’ shall mean the CAP Strategic Plan 2023-2027

‘DEPARTMENT’ shall mean the Department of Agriculture, Food, and the Marine, except where stated otherwise.

‘EXTERNAL EXPERT’ shall mean a provider with the relevant knowledge and expertise in the Priority KT Topics such as vets, foresters, solicitors, accountants, agronomists etc. External

expertise may be sourced from the projects funded by the Department's Competitive Research Programme<sup>4</sup> and the EIP AGRI scheme.

'FARMER' shall mean an individual agricultural producer, whether a natural or legal person or a group of natural or legal persons, wherever legal status is granted the group and its members by National law, whose holding is within the State and is the person farming the land that is being claimed.

'FAS' shall mean the Farm Advisory System

'FORCE MAJEURE' shall mean circumstances outside the farmers control which she/he could not have foreseen and which she/he, as a prudent farmer, took all reasonable precautions to avoid.

'GROUP' or 'KNOWLEDGE TRANSFER (KT) GROUP' shall mean a Department approved Knowledge Transfer Group comprising a FAS approved KT Facilitator and Department approved Participants.

'HOLDING' shall mean all production units in the State managed by a producer and includes the total area of land whether in one or more parcels including building thereon, occupied by a farmer, whether owned, taken on lease, rented, or otherwise held for the purpose of farming.

'KT FACILITATOR' shall mean a FAS approved advisor approved by the Department to operate Knowledge Transfer Groups under the Knowledge Transfer Programme and shall be the BISS agent for the Participants in their approved groups.

'KT SYSTEM' shall mean the online system developed and made available by the Department for the purposes of creating and confirming Group meetings to be held under the KT Programme and for provision of required associated documentation, accessible at [AgFood.ie](https://www.agfood.ie).

'MINISTER' shall mean the Minister for Agriculture, Food, and the Marine.

'PARTICIPANT' shall mean a farmer who is approved to participate in the KT Programme.

'PRIORITY KT TOPICS' shall mean a list of predetermined topics set out by the Department, at the start of each year of the KT Programme

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<sup>4</sup> [gov.ie](https://www.gov.ie) - Research - National Funding ([www.gov.ie](https://www.gov.ie))

'PROGRAMME' shall mean, unless otherwise specified, the Knowledge Transfer Programme. The Programme will come into operation as and from 1 January 2024.

'RFP' shall mean Registered Farm Partnerships.



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## Annex 2 - Local Needs

The list of local needs by CAP objective are based on the Needs Assessment undertaken in the preparation of Ireland's CAP Strategic Plan 2023-2027.

Objective 1: support viable farm income and resilience across the Union to enhance food security.

- I. Support family farm income and address income disparities between agriculture and other sectors of the economy; and between agri-food systems (40 marks)
- II. Support farmers facing natural and other constraints to maintain a viable farm income, maintain the landscape and protect against the abandonment of agricultural land. (35 marks)
- III. Encourage farm diversification to improve the resilience of the agri-food sector. (30 marks)
- IV. Increase awareness of risk management tools and encourage financial planning to improve resilience. (25 marks)

Objective 2: enhance market orientation and increase competitiveness, including greater focus on research, technology, and digitalisation.

- I. Increase efficiency and competitiveness through on farm investment and the adoption of new technologies. (40 marks)
- II. Expand and diversify into new markets. (35 marks)

Objective 3: improve the farmers' position in the value chain.

- I. Increase primary producers' share in the value chain. (40 marks)
- II. Develop and promote local markets supporting locally produced food, including organic produce. (35 marks)

Objective 4: contribute to climate change mitigation and adaptation, as well as sustainable energy.

- I. Reduce Green House Gases (GHG) emissions from agriculture. (40 marks)
- II. Improve the protection and management of existing carbon stores, including grasslands and peatlands. (35 marks)
- III. Increase the carbon sequestration potential of Ireland's forests and woodlands. (30 marks)
- IV. Encourage climate adaptation. (25 marks)
- V. Increase energy efficiencies on farm through the uptake of new technologies and facilitate the production and use of renewable energy sources. (20 marks)

Objective 5: foster sustainable development and efficient management of natural resources such as water, soil, and air.

- I. Improve air quality through the reduction of air pollutants arising from agriculture, particularly ammonia. (40 marks)
- II. Protect and improve water quality. (35 marks)
- III. Improve soil health. (30 marks)
- IV. Increase the number of sustainable farming systems that better utilise and protect natural resources. (25 marks)

Objective 6: Contribute to the protection of biodiversity, enhance ecosystem services, and preserve habitats and landscapes.

- I. Restore, maintain, and improve Ireland's habitats and landscapes in order to halt biodiversity decline, including farmland birds and pollinators. (40 marks)
- II. Maximise the contribution of forestry including the planting of native trees in appropriate locations, safeguarding existing bio-diverse habitats. (35 marks)

Objective 7: attract and sustain young farmers and facilitate business development in rural areas.

- I. Effective mechanism to increase the numbers of young farmers, including through income support, encouraging land mobility and succession planning. (40 marks)
- II. Support young farmers in accessing finance so they are in a better position to invest in and develop their farm enterprise. (35 marks)
- III. Provide opportunities and support to businesses and individuals looking to develop rural enterprises. (30 marks)

Objective 8: promote employment, growth, gender equality, social inclusion, and local development in rural areas, including bio-economy and sustainable forestry.

- I. Maximise the opportunities presented by the circular and bioeconomy in rural areas. (40 marks)
- II. Improve infrastructure and access to services in rural areas including broadband. (35 marks)
- III. Support sustainable community development in rural areas, in particular to address environmental and climate challenges. (30 marks)
- IV. Support the further development of the tourism industry in rural Ireland. (25 marks)
- V. Improve on farm safety and increase awareness of the importance of farmer well-being. (20 marks)

VI. Increase opportunities for women in agriculture and business development. (15 marks)

Objective 9: improve the response of EU agriculture to societal demands on food and health, including safe and nutritious and sustainable food produced in a sustainable way, food waste, as well as animal welfare.

- I. Increase the share of Utilisable Agricultural Area (UAA) under Organics (40 marks)
- II. Continue improving animal health and welfare standards and increasing awareness of antimicrobial (AMR) and anthelmintic resistance. (35 marks)
- III. Support the efficient and environmentally responsible use of pesticides and encourage alternative practices. (30 marks)
- IV. Promote the consumption of safe, nutritious, sustainable food, (including organics); and increase consumer awareness in relation to the high animal health and welfare standards. (25 marks)
- V. Support the assessment of food loss along the food chain. (20 marks)

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## Annex 3 - Priority KT Meeting Topics

A list of Priority KT meeting topics for 2024 is provided below.

1. Climate change mitigation and adaptation strategies including bioeconomy; and understanding the main contributors to emissions on Irish farms.
2. Farm health, safety, and wellbeing; drawing on risk identification and mitigation strategies and best practices.
3. Biodiversity conservation with a focus on identifying key habitats and species and associated tools and management techniques.
4. Farm management strategies, incorporating tools and approaches for farm financial management and succession planning.
5. Water quality, incorporating key management actions.
6. Soil quality and grassland management, incorporating available tools and best practice.
7. Energy efficiency on farms
8. Animal health and welfare, incorporating best practice in areas such as biosecurity and antimicrobial drugs/antibiotics.
9. Digital and smart technologies and tools; and their applicability on farm

This list will be amended annually and a new selection of four topics must be made each year of the Programme by the KT Facilitator on the online KT System prior to the commencement of the new scheme year.

ONE of the four Priority KT Meeting topics must include additional external expertise in each year of the Programme. External expertise may be sourced from the projects funded by the Department's Competitive Research Programme<sup>5</sup> and the EIP AGRI scheme<sup>6</sup>.

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<sup>5</sup> gov.ie - Research - National Funding ([www.gov.ie](http://www.gov.ie))

<sup>6</sup> gov.ie - European Innovation Partnership Scheme ([www.gov.ie](http://www.gov.ie))

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## Annex 4 – Penalty and Recoupment Schedule

Failure to comply with the Terms and Conditions will result in an appropriate reduced reimbursement or penalty being applied and may result in removal from the Programme and/or removal from the FAS approved list of Advisors. Reduced reimbursements and penalties will apply to certain specific breaches of the Programme and are set out in this Section.

Intentional and serious breaches of the Programme conditions may result in non-reimbursement/non-payment for the year in question or in the termination of participation and/or exclusion from the Programme for a period commensurate with the seriousness of the breach. The Department will be entitled to and will seek a full refund of monies already paid to such a KT Facilitator/Participant in such instances. The Department reserves the right to deduct monies due in respect of overpayments or penalties from payments due by the Department to a KT Facilitator/Participant as appropriate.

A penalty of 100% on one or more of the Programme requirements means that there will be no reimbursement and/or payment for those actions in that relevant payment year.

Where it is established, that conditions were artificially created to maximise or draw down reimbursement and/or payment under the Programme, the contract will be terminated, and all monies paid shall be recouped by the Department. Such actions may be investigated by the Department and may be referred to the appropriate authorities e.g. An Garda Síochána.

The penalties set out in the Schedule are the minimum sanctions that will be applied. In all cases the Department reserves the right to review files to establish whether a breach of the Programme conditions has occurred which may lead to a sanction or the termination of the contract and recoupment of all monies.

A **minor breach** constitutes a discrepancy that is trivial in nature, is non-recurring and/or can be rectified. It will not have a meaningful impact on the Participant's programme participation.

An **intermediate breach** is one that is more significant than a minor breach, has recurred and/or cannot easily be rectified. It will have an impact on the Participant's programme participation but can be remedied.

A **serious breach** is one that has significant discrepancies, for example failure to comply with inspections, or where the Department discovers issues which may be deemed as an attempt to overstate Participation in a Group.

A valid meeting will be a meeting that adheres to all parts of the Terms and Conditions of the Programme.

Participants are required to attend all EIGHT KT meetings annually and ONE one-to-one meeting with their KT Facilitator each year and to complete and submit a goal setting, evaluation/assessment form online.

The reimbursement shall be €750 per Participant upon completion of each year of the Programme where all the Terms and Conditions of the Programme have been met and without prejudice to this section in relation to reimbursement.

## **PARTICIPANT PENALTY AND REDUCTION SCHEDULE**

<b>No. of Valid Meetings attended / Actions Completed per year</b>	<b>Compliance</b>	<b>Reduction</b>
<b>8 Group, 1 one-to-one and complete and submit the relevant online form</b>	Full	none
<b>8 Meetings attended (1 one-to-one and submit the relevant online form and 7 Group meetings)</b>	Minor Breach	Reimbursement reduced by €70 in relevant year
<b>5-7 Meetings attended (1 One-to-One meeting and submit the relevant online form and 4-6 Group meetings)</b>	Intermediate Breach	Reimbursement reduced by €70 in relevant year for every group meeting missed within this range
<b>=&lt;4 Meetings attended (1 One-to-One meeting and submit the relevant online form and 3 or less Group Meetings)</b>	Serious Breach	100% reduction - No reimbursement in the relevant year

No. of Valid Meetings attended / Actions Completed per year	Compliance	Reduction
Comply with inspections	Failure = Minor to Serious Breach	10% - 100% based on the inspection report in the relevant year and may have their participation revoked in the KT Programme.
One to One Meeting and Complete and submit relevant online form	Failure = Serious Breach	100% in the relevant year and may have their participation revoked in the KT Programme.

For each year of the Programme, the KT Facilitator payment in respect of participation in the Programme shall be €500 per Participant in the Group who completes each year of the Programme and where all the Terms & Conditions of the Programme have been met, without prejudice to this Section in relation to Penalties. Please note that attendance at the One-to-One meeting and submission of relevant form online is mandatory for all Participants in each year of the Programme. Failure to complete this will result in no payment to the Participant for the year in question, irrespective of any Group meetings attended, and their participation in the Programme may be revoked.

## KT FACILITATOR PENALTY AND RECOUPMENT SCHEDULE

### Meetings

No. of Valid Group Meetings / Actions Completed per year	Compliance	Penalty
8	Minor Breach	10% of total payment due to the KT Facilitator in the relevant year per group

No. of Valid Group Meetings / Actions Completed per year	Compliance	Penalty
7	Intermediate Breach	30% of total payment due to the KT Facilitator in the relevant year per group
5-6	Intermediate Breach	50% of total payment due to the KT Facilitator in the relevant year per group
=<4	Serious Breach	100% of total payment due to the KT Facilitator in the relevant year per group
Comply with inspections	Failure = Serious Breach	100% of total payment due to the KT Facilitator in the relevant year 100% of the KT Facilitators overall payment in the relevant year, a fraud investigation may be launched, and they may have their status revoked in the KT Programme

The KT Facilitator must record and ensure submission (within 30 calendar days) of attendance at every Group and one-to-one meeting as per the Administration of the Programme section. Failure to do so will result in a late penalty of 1% per additional calendar day, up to a maximum of 30 calendar days. If the attendance is not recorded and sign in sheet is not uploaded at this stage, then a 100% penalty of the total KT Facilitator payment for that group in the relevant year will be applied.

The KT Facilitator shall ensure that they, in conjunction with the Participant complete and submit the relevant One-to-One meeting form within 48 hours of the completion of the One-to-One meeting. Failure to do so will result in a late penalty of 1% per additional calendar day, up to a maximum of 30 calendar days. If the One-to-One meeting form is not uploaded at this stage, then a 100% penalty of the total KT Facilitator payment for that group in the relevant year will be applied.



### ***External Expert***

One of the four Priority KT Meeting topics must include learning and knowledge from an external source with relevant expertise in the topic in each year of the Programme.

Failure to hold a meeting each year led by an external expert is considered a serious breach resulting in a penalty of **50%** of the total payment due to the KT Facilitator in the relevant year for the affected group.

### ***Payments***

KT Facilitators are required to reimburse the Participant within 30 calendar days of receipt of monies from the Department. Failure to do so will result in a 1% penalty per additional calendar day per Participant for the KT Facilitator up to a maximum of 30 calendar days. If the participant has not been reimbursed at this stage, then a 100% penalty of the total KT Facilitator payment for that group in the relevant year will be applied.