



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

## **Terms and Conditions of the**

### **National Beef Welfare Scheme (NBWS)**

**Introduced by the**

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

**CLOSING DATE 12 September 2023 at 23.59 hrs**

All details of this Scheme can be accessed on the Department of Agriculture, Food and the Marine website [gov.ie - National Beef Welfare Scheme \(www.gov.ie\)](http://www.gov.ie)

National Beef Welfare Scheme payments are funded by Brexit Adjustment Reserve Fund under Regulation (EU) 2021/1755 of the European Parliament and of the Council of 06 October 2021 establishing the Brexit Adjustment Reserve.

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## **1. General Outline and Legal Basis**

These are the administrative provisions for the implementation of the Scheme drawn up in accordance with the Ministers and Secretaries Act, 1924.

## **2. General Provisions**

- 2.1 The National Beef Welfare Scheme will be of one year's duration.
- 2.2 The Scheme shall be administered by the Department and shall operate throughout the State.
- 2.3 The principle of costs incurred, and income foregone shall apply. Action 1 operates under Agricultural De Minimis. Action 2 operates under the Agricultural Block Exemption Regulation.
- 2.4 Participation in the Scheme is voluntary.

## **3. Definitions**

For the purpose of the Scheme:

- **"The Department"** shall mean the Department of Agriculture, Food and the Marine.
- **"Minister"** shall mean the Minister for Agriculture, Food and the Marine.
- **"Farmer"** shall mean a natural or legal person or a group of natural or legal persons, whatever legal status is granted to the group and its members by national law, whose holding is situated within Community territory, as defined in Article 299 of the Treaty, and who exercises an agricultural activity.
- For the purpose of this Scheme, **"Registered Farm Partnership"** means a partnership which operates in accordance with the Partnership Act 1890 is operative for the period of the participation of this Scheme, and is entered in "The Register" of Farm Partnerships
- **"Holding"** shall mean all the production units managed by a farmer during 2023 and subsequent years and situated within the territory of Ireland.
- **"Applicant"** shall mean a farmer or farm partnership who applies for participation in the National Beef Welfare Scheme. An applicant may submit only **one** such application.
- **"Herdowner"** or a person, who has applied for a herd number, means the nominated company or entity or person(s) associated with a specific herd number to whom any payments are made. The "keeper" role is classified as a non-financial role and therefore it is not possible to make payments to "keepers".
- **"NBWS"** shall mean National Beef Welfare Scheme.
- **"BISS"** shall mean Basic Income Support for Sustainability.
- **"Blood Test"** shall mean a blood sample taken for subsequent laboratory analysis for the purposes of this scheme.
- **"Application"** shall mean an application for a contract under the National Beef Welfare Scheme in accordance with the Terms and Conditions set out herein.

- “**ICBF**” shall mean the Irish Cattle Breeding Federation.
- “**PVP**” means Private Veterinary Practitioner who has completed required training as determined by DAFM and Animal Health Ireland.
- “**Agents**” shall include ICBF for the purposes of this Scheme.
- “**AIM**” shall mean the Department’s Animal Identification and Movement system.
- “**Beef breed**” shall mean any breed except the following: Angler Rotvieh (Angeln)-Rod-dansk maelkerace (RMD), Ayrshire, Armoricaire, Blue Albion, Bretonne Pie-Noire, Brown .Swiss, Fries Hollands (FH), Francaise frisonne pie noire (FFPN), Friesian-Holstein, Holstein, Black and White Friesian, Red and White Friesian, Frisona Espanola, Frisona Italiana, Zwartbonten van Belgie/Pie noire de Belgique, Sortbroget dansk maelkerace (SDM), Deutsche Schwarzbunte, Schwarzbunte Milchrasse (SMR), Groninger Blaarkop, Guernsey, Jersey, Malkekorthorn, Normande, Norwegian Red, Swedish Red, Danish Red, Reggiana and Valdostana Nera, Itasuomenkarja, Lansisuomenkarja, and Pohjoissuomenkarja.
- “**Customer**” means a farmer or PVP.

#### **4. Objective of the Scheme**

The objective of the National Beef Welfare Scheme (NBWS) is to further increase the economic efficiency of and enhance animal health and husbandry on suckler farms.

#### **5. Conditions for the Grant of Aid**

- The Scheme will be open to all suckler beef farmers who commit to completing **the mandatory actions** required for the full duration of the Scheme.
- In the event of the Scheme being oversubscribed, a linear cut may be applied to payments across either action or both.
- The Minister reserves the right to alter the Terms and Conditions of the Scheme, close the Scheme and/or alter the grant-aid at any time.
- The submission of a valid application does not guarantee entry to the Scheme.
- All applicants will be notified of the outcome of their application for participation in the Scheme.

#### **6. Eligibility**

To be eligible to apply for the scheme, an applicant must:

- be aged eighteen years or over on the date of submission of the application for participation.
- be the holder of an active herd number with Herd Owner Status. **Herd Keeper is not acceptable.**
- be farming a holding in respect of which a Basic Income Support for Sustainability (BISS) Application is submitted in 2023 to the Department.

- Be a suckler beef farmer i.e., has eligible calves born to eligible suckler cows in the period 1 July 2022 – 30 June 2023.

An “**eligible suckler cow**” shall mean a suckler cow which:

- Belongs to a **beef breed or is sired by a beef breed bull**.
- Is not a cow used to supply milk commercially.
- Is part of a herd intended for rearing calves for meat production.
- Rears a calf by suckling.
- Is in the ownership and possession of the applicant and maintained on the holding.
- Is tagged, registered and recorded in accordance with AIM rules. EC Regulation 1760/2000 refers.
- Is inseminated either through natural service or AI, by a bull of a beef breed.
- Gives birth to an eligible live calf, in the applicant’s herd, which is tagged and registered to that cow in accordance with EU Regulation 1760/2000.

An “**eligible calf**” shall mean a calf which:

- Was born in the herd of the applicant between 01 July 2022 and 30 June 2023.
- Belongs to a beef breed, i.e., is born out of an eligible Suckler Cow and sired by a beef breed bull.
- Is part of a herd intended for rearing calves for meat production. Where the herd has both a milking herd and a beef herd, only calves reared by their mother are eligible calves.
- Is in the ownership and possession of the applicant since birth and maintained on the holding.
- Has been tagged and registered with the Department’s Registration Agency, Clonakilty, Co. Cork within 27 days of birth in accordance with EU Regulation 1760/2000. Failure to register a calf within 27 days of birth will result in the animal being ineligible for payment. It is the farmer’s responsibility to ensure that the registration is received by the Registration Agency within 27 days of birth.

An animal cannot receive support under action 2 of this scheme and the National Dairy Beef Welfare.

## **7. Requirements of the Scheme**

There are two actions in the scheme and both are mandatory.

## 7.1 Action 1 – IBR Testing (Mandatory Action)

IBR spreads between cattle and can cause the nose and upper airways to become inflamed. The severity of disease caused by infection with BoHV-1 can vary from inapparent to very severe. An animal can therefore be infected with IBR (and test positive for IBR antibodies) even if it has never had the typical signs of disease.

This is a mandatory action. Participants are committing to testing beef bovines in the herd for IBR gE antibodies. All blood samples should be submitted by a PVP to an ISO 17025 accredited laboratory within 3 days of the samples been taken but no later than 17.30 hrs on 01 November 2023.

Each participant must commit to participate in the IBR testing action managed by ICBF on behalf of DAFM. They are required to engage a PVP who will blood sample and test up to twenty bovine animals per herd, ideally 9 months old (if feasible) or above if present in the herd, or all ages if there is less than 20 in the herd for IBR gE antibodies.

Where a herd has twenty or more bovines, a minimum of twenty must be tested. Where a herd has less than twenty bovines, **ALL** must be tested. The number of animals to be tested for IBR will be based on the number of animals on the holding on the day of testing.

Participants should carefully read Annex 1 for further details on this action. **PVP's should carefully read Annex 4 for further details on their responsibilities under this action.**

Payments per herd are set out in the table below:

No. of bovines tested	Payment per herd
Between 2 to 6 animals (inclusive)	€120
Between 7 to 10 animals (inclusive)	€180
Between 11 to 15 animals (inclusive)	€250
Between 16 to 20 animals (inclusive)	€300

### Actions to be taken by participants for Action 1

- Herdowner applies to participate in the National Beef Welfare Scheme by **closing date of 12 September 2023** via agfood.ie
- Herdowner contacts their PVP to arrange for IBR testing to be undertaken – PVP must submit tests to one of the ISO 17025 accredited laboratories outlined in the table below.

**ISO 17025 accredited laboratory for testing of bovine serum by ELISA for IBR gE antibodies:**

1. Oldcastle:

[www.oldcastlelabs.ie](http://www.oldcastlelabs.ie) or 049 8541160 or [elisa@oldcastlelabs.ie](mailto:elisa@oldcastlelabs.ie)

2. IML:

[www.imlabs.ie](http://www.imlabs.ie) or 042 967 5353 or [robertb@imlabs.ie](mailto:robertb@imlabs.ie)

3. Farmlab:

[www.farmlab.ie](http://www.farmlab.ie) or 071 96 30792 or [info@farmlab.ie](mailto:info@farmlab.ie)

4. Agri-Food and Biosciences Institute (AFBI)

[www.afbini.gov.uk](http://www.afbini.gov.uk) or +44 (0) 28 905 25791 or [emma.campbell@afbini.gov.uk](mailto:emma.campbell@afbini.gov.uk)

5. Animal Health Laboratories

[www.animalhealthlabs.ie](http://www.animalhealthlabs.ie) or 023 884494 or [nwhite@ahli.ie](mailto:nwhite@ahli.ie)

6. Agridiagnostics

[www.agridiagnostics.ie](http://www.agridiagnostics.ie) or 064 6633922 or [labs@agridiagnostics.ie](mailto:labs@agridiagnostics.ie)

7. Enfer

[www.enfergroup.com](http://www.enfergroup.com) or 045 983800 or [info@enfergroup.com](mailto:info@enfergroup.com)

**7.2 Action 2 - Meal Feeding pre-weaning and post-weaning (Mandatory Action)**

Participants must introduce meal feeding for a period of 4 weeks pre-weaning and 2 weeks post-weaning to reduce the stress on calves at weaning time.

Participants will be presented with the number of eligible calves born on their holding between 01 July 2022 and 30 June 2023 at application stage. Participants will have the option at application stage to select the number of calves that will be meal fed in accordance with this scheme's Terms and Conditions. The number cannot be greater than the number presented but it can be less.

This is a mandatory action. Calves must be supplemented with compound feeding stuffs containing appropriate minerals and vitamins. The rate of payment is €35 per calf for a maximum of 40 calves.

Participants should carefully read Annex 2 for further details on this action.



### 7.3 Payment Calculation

In summary, payment is as follows;

<b>Action 1 – IBR</b>	<b>Number of Bovines Tested</b>	<b>Payment Per Herd</b>
	2-6 Animals	€120
	7-10 Animals	€180
	11-15 Animals	€250
	16-20 Animals	€300
<b>Action 2 – Meal Feeding</b>	Meal Feeding @ €35 per calf up to a maximum of 40 calves.	

#### Payment Examples

Herdowner A has 40 beef bovines, 20 of which are calves and 20 are suckler cows. 20 calves are selected for meal feeding. 20 bovines are IBR tested (as the herd is greater than or equal to 20, all bovines must be tested). Subject to meeting all the terms and conditions of the scheme, this herdowner will receive the following payment:

IBR Payment	-	€300 (16-20 animals tested)
Meal feeding Payment	-	<u>€700</u> (€35 x 20 calves)
<b>Total Payment</b>	-	<b>€1,000</b>

Herdowner B has 100 beef bovines, 50 of which are calves and 50 suckler cows. 50 calves are selected for meal feeding (however, herdowner will only be paid on a maximum of 40). 20 bovines are IBR tested (as the herd is greater than 20, at least 20 bovines must be tested). Subject to meeting all the terms and conditions of the scheme this herdowner will receive the following payment:

IBR Payment	-	€300 (16 - 20 animals tested)
Meal feeding Payment	-	<u>€1,400</u> (€35 x 40 calves)
<b>Total Payment</b>	-	<b>€1,700</b>

**In the event of oversubscription, a linear reduction may be applied across either action 1, action 2 or both.**

**A calf paid under the National Beef Welfare Scheme for the meal feeding action cannot receive payment again under the National Dairy Beef Welfare Scheme.**

## **8. Application Procedure**

- Applications can only be made using the online facility at [www.agfood.ie](http://www.agfood.ie) either by the applicant themselves or by an approved FAS advisor authorised to act on their behalf. Applicants not already registered for the Department's online services will need to register first at [www.agfood.ie](http://www.agfood.ie).
- Application opening date is **02 August 2023**.
- Application closing date is **12 September 2023 at 23.59 hrs. Note there is no late application period due to the necessity for farmers to have actions undertaken in advance of 1 November 2023.**
- Applicants must ensure their application is correct as errors and omissions **cannot** be rectified afterwards.
- Applicants (or FAS advisors authorised to act on their behalf) need to ensure they click the "submit" button to actually submit their application prior to exiting the system. Failure to click on the "submit" button will mean your application has **NOT** been submitted.

## **9. Administrative and Compliance Checks**

- All applications for support and payment claims will be subject to administrative checks, crosschecks with relevant databases (including AIM), and any other controls deemed necessary, before payments are made under the Scheme.
- Applicants shall facilitate such administrative and on-the-spot checks as the Department deems necessary. On-the-spot checks will be carried out at farm level to ensure compliance with the requirements of the scheme.
- No payment shall be made in favour of beneficiaries where the Department establishes that they have artificially created the conditions required for obtaining such payments with a view to obtaining an advantage contrary to the objectives of the scheme.
- No National Beef Welfare Scheme payment will be made unless all BVD Persistently Infected (P.I.) animals born prior to 01 January 2023 have a date of death recorded on the Animal Identification and Movements (A.I.M.) system prior to 31 March 2023.
- Participants will be required to complete a record showing the date of commencement of meal feeding. In addition, meal purchases receipts (or evidence of use of own farm produced cereals) must be retained on farm and made available for inspection. DAFM may also request a copy of the records sheets from an applicant during the year as part of an administrative check to verify compliance with these measures.
- Each participant must maintain a record to demonstrate the completion of the action(s) chosen for the scheme. Failure to produce or forward the records when requested will be a breach of the Scheme obligations and will result penalties as outlined in **Section 24 Penalties**, in this document.

## **10. Payments under the Scheme**

The Department of Agriculture, Food & the Marine will make payment directly to the participant's bank account.

National Beef Welfare Scheme payments are funded by the Brexit Adjustment Reserve Fund under Regulation (EU) 2021/1755 of the European Parliament and of the Council of 6 October 2021 establishing the Brexit Adjustment Reserve.

Payments under the National Beef Welfare Scheme shall comply with EU State Aid rules applicable to enterprises engaged in agricultural production under the Agricultural Block Exemption Regulation and Agricultural De Minimis.

This scheme shall operate under State Aid rules in accordance with Commission Regulation (EU) 2022/2472 of 14 December 2022 declaring certain categories of aid in the agricultural and forestry sectors and in rural areas compatible with the internal market in application of Articles 107 and 108 of the Treaty on the Functioning of the European Union.

Payments under the National Beef Welfare Scheme shall comply with EU State Aid rules applicable to enterprises engaged in agricultural production under the agricultural de minimis aid as laid down in Commission Regulations (EU) No. 1408/2013 and No. 2019/316. In accordance with that Regulation, the total amount of de minimis aid granted to a single undertaking shall not exceed €20,000 over any period of 3 fiscal years.

Participants should note that successful participation in the National Beef Welfare Scheme shall not confer an automatic entitlement to a payment under the Scheme and that crosschecks will be made by DAFM to ensure that payments made to individual participants in the respect of the previous 3 fiscal years do not exceed the de minimis ceiling.

## **11. Review and Appeal System**

In cases where payment is withheld, applicants will be given 21 working days after formal notification in which to seek a review by the Department. Any request for a review should clearly set out the grounds for a review and should be accompanied by supporting documentation where appropriate. The applicant will be informed in writing of the outcome of that review. This initial review shall be without prejudice to the right to any subsequent appeal to the Agricultural Appeals Office.

An applicant who has a payment withheld under the Scheme may appeal that decision to the Agriculture Appeals Office. Appeals must be lodged within three months of the date of the Department's review letter. Appeals should be addressed to the Agriculture Appeals Office, Kilminchy Court, Portlaoise, Co Laois. R32 DTW5.

## **12. Force Majeure**

Where a beneficiary is unable to continue complying with the requirements of the Scheme for reasons beyond his/her control, a case may be made under *Force Majeure* to terminate participation in the scheme. In such cases the applicant, or his or her representative, should inform the Department of Agriculture, Food and the Marine, Beef Schemes Section, Old Abbeyleix Road, Portlaoise, Co. Laois, R32 RPA6 in writing, with relevant evidence, within fifteen working days from the date on which the beneficiary or the person entitled through them, is in a position to do so.

Without prejudice to the actual circumstances to be taken into consideration in individual cases the following categories of *force majeure* may be recognised:

- death of the beneficiary,
- long term professional incapacity of the beneficiary,
- 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,
- a severe natural disaster gravely affecting the holding,
- the accidental destruction of livestock buildings on the holding,
- an epizootic or a plant disease affecting part or all of the beneficiary's livestock or crops respectively.

## **13. Registered Farm Partnerships**

- Farmers in a Farm Partnership registered with the Department are eligible to apply for the scheme.
- The application must be made using the applicants' individual herd number.
- A maximum threshold of 80 animals will apply to a Registered Farm Partnership of **two herds** for the meal feeding option and 40 animals for the IBR Action. A maximum threshold of 120 animals will apply to a Registered Farm Partnership **of three or more herds** for the meal feeding option and 60 animals for the IBR action.
- Each partner shall deliver all the commitments related to their holding. All partners are jointly and severally responsible for delivery of all National Beef Welfare Scheme requirements.

## **14. Inspections**

- The Minister reserves the right to carry out inspections at reasonable times of any land, premises, plant, equipment, livestock and records of participants, if he so wishes.
- In submitting an application, applicants agree to permit officials or agents of the Department to carry out on-farm inspections, with or without prior notice at any reasonable time(s) and without prejudice to public liability.

- If an on-farm inspection cannot be carried out through the fault or action of the farmer or his/her representative, the participant shall be removed from the scheme resulting in no payment.
- When notified of an on-farm inspection, the participant should arrange to be present for the inspection or have a representative nominated in his/her place to assist the inspecting officer.
- Every on-the-spot (ground) inspection will be the subject of a report and the participant or his/her representative will be given an opportunity to sign the report indicating his/her presence at the inspection and to add his/her observations if he/she so wishes. Signing this document does not imply that the applicant or his/her agent accepts the inspection findings.

### **15. Responsibility of Applicant**

- It shall be the responsibility of the applicant to familiarise him/herself/themselves with the scheme's Terms and Conditions and with the consequences for breaches of the Scheme.
- The approval or payment of aid under the Scheme does not imply the acceptance by the Minister of any responsibility as regards the obligations undertaken by the applicant.
- The applicant must maintain a record to demonstrate the completion of the action(s) in the Scheme.
- The applicant must retain all receipts, documentation and other evidence to prove compliance with Scheme actions for the duration of participation in the scheme.
- The record must be made available on request for inspection and administrative checks by the Department.
- The applicant must contact their/a Private Veterinary Practitioner (PVP) to arrange for blood samples for IBR testing.

### **16. Failure to abide by the Terms and Conditions of the scheme**

- Where, for the purposes of obtaining payment under the Scheme to which these Terms and Conditions relate, the applicant knowingly makes a false or misleading statement or withholds essential information, or if there is any material change in the circumstances of the applicant which would be in conflict with the letter or the spirit of the Scheme, his/her participation in any or all of the Scheme may be terminated and all or part of the aid paid shall be reimbursed.
- The Minister reserves the right to recover such amounts in accordance with the law. The Minister also reserves the right to exclude such a person from further participation in any other Department scheme for such period as shall be determined, but in any event not exceeding a period of 6 years.

## **17. Review of Financial Aids**

- The Minister reserves the right to restrict the availability of the Scheme and to vary, where occasion so demands, the amount of financial aid wherever specified in the Scheme.
- The obtaining of aid or the attempt to obtain aid under the Scheme by fraudulent means by the applicant or others acting alone or together may render such persons liable to prosecution.

## **18. Conditions of payment**

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

## **19. Tax Clearance Requirement**

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

## **20. Data Protection**

Your attention is drawn to the Data Protection Notice in Annex 3

## **21. Further Conditions**

- The Minister may at any time lay down further conditions under this Scheme.
- The Minister reserves the right to alter from time to time the procedures to be followed in the operation of the Scheme.

## **22. Interpretation**

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

## **23. Records**

All applicants accepted into the Scheme must maintain a record of all compliance actions. It is essential that the record and any associated documents are retained and updated to reflect the completion of actions undertaken by applicants under the Scheme. Participants notified of administrative checks will be required to submit such records.

## **24. Penalties**

- Penalties under the National Beef Welfare Scheme will be calculated based on non-compliance as set out in this section.
- Where monetary penalties or overpayments are not paid or recovered within the period requested the Department may take whatever action is deemed necessary for their recovery.
- Where it is established that conditions were created to maximise or draw down payment under the scheme, the contract will be terminated, and all monies paid shall be reimbursed.
- The penalties set out in the Schedule are the minimum sanctions that will be applied. In all cases, the Department reserves the right to review files to establish whether or not a breach of the scheme conditions has occurred which may lead to a sanction or the termination of the contract and reimbursement of all aid.
- Debts due to the Department arising from overpayments and/or penalties 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 National Beef Welfare Scheme. 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.
- Joint applicants remain liable for each other's debts or as provided for in a signed partnership agreement.

### Scheme Action Penalty Schedule

Action Number	Action	Level of Compliance	Sanction
1	IBR Testing (Mandatory Action)	No IBR Testing undertaken or where undertaken, not enough samples taken.	<ul style="list-style-type: none"> <li>• No payment for Action 1 (IBR testing).</li> <li>• 10% penalty of overall payment that participant would have received had both actions been complied with.</li> </ul>
2	Meal Feeding (Mandatory Action)	No meal feeding undertaken and / or receipts not provided, when requested, within the timeframe stated at the time of request.	<ul style="list-style-type: none"> <li>• No payment for Action 2 (Meal Feeding).</li> <li>• 10% penalty of overall payment that participant would have received had both actions been complied with.</li> </ul>

Where both action 1 and 2 are not carried out or not carried out to the required standard, no payment at all will issue.



## Application of Penalties Examples

Herdowner A has 40 beef bovines, 20 of which are calves and 20 are suckler cows. 20 calves are selected for meal feeding. Herdowner does not carry out any IBR so has not complied with action 1 (mandatory action). The following penalties will apply:

IBR Payment Herdowner would have received had action 1 been complied with based on 16 – 20 animals tested	€300
Meal Feeding Payment (€35 x 20 calves)	€700
<b>Total Payment if both Action 1 and 2 fully complied with</b>	<b><u>€1,000</u></b>
Less 10% of payment herdowner would have received if fully compliant with both action 1 and action 2 (10% of €1,000)	(€100)
Less Payment for IBR (as action 1 not complied with)	(€300)
<b>Net Payment to Herdowner after application of penalties</b>	<b><u>€600</u></b>

Herdowner B has 40 beef bovines, 20 of which are calves and 20 are suckler cows. 20 calves are selected for meal feeding. Herdowner does not carry out any meal feeding and / or has not provided receipts when requested within the stated timeframe, so has not complied with action 2 (mandatory action). The following penalties will apply:

IBR Payment based on 16 – 20 animals tested	€300
Meal Feeding Payment (€35 x 20 calves) herdowner would have received if action 2 was fully complied with	€700
<b>Total Payment if both Action 1 and 2 fully complied with</b>	<b><u>€1,000</u></b>
Less 10% of payment herdowner would have received if fully compliant with both action 1 and 2 (10% of €1,000)	(€100)
Less Payment for Meal Feeding (as action 2 not complied with)	(€700)
<b>Net Payment to Herdowner after application of Penalties</b>	<b><u>€200</u></b>

## **Annex 1**

### **Action 1 - IBR Testing (Mandatory Action)**

Each participant must commit to participate in the IBR testing action managed by ICBF on behalf of DAFM. They are required to engage a PVP who will blood sample and test up to twenty selected bovine animals per herd for IBR gE antibodies. Bovines will be selected by the PVP. Where a herd has twenty or more bovines twenty must be tested. Where a herd has less than twenty bovines, all must be tested.

Twenty samples are considered to provide an adequate estimate of within herd prevalence, which in turn informs the next steps in decision making at herd level – for example whether an IBR control programme is necessary for the herd.

The collected blood sample from the snapshot samples must be submitted to an ISO 17025 accredited laboratory for testing of bovine serum by ELISA for IBR gE antibodies. The snapshot sample will be transmitted to the ICBF database where they will be available on a herd level dashboard to the farmer and PVP (where the farmer has previously granted access to the PVP). The PVP will provide professional interpretation of the results that will be fed back to the herdowner.

Participants consent to uploading of their test results on ICBF systems. Subject to relevant data sharing agreement(s) being in place, anonymised data may also be shared with AHI and CVERA for the purposes of research which may feed into the development of a national IBR control programme.

Scheme payment by DAFM will only issue after verification that the requisite number of samples have been submitted to an ISO 17025 accredited laboratory for testing of bovine serum by ELISA for IBR gE antibodies by 17.30hrs on 1 November 2023. This is the last date by which the laboratories will be able to provide data to ICBF for verification purposes for the Department to make payments on.

## **Annex 2**

### **Action 2 - Meal Feeding pre-weaning and post-weaning (Mandatory Action)**

Calves must be supplemented with a compound feeding stuff containing appropriate mineral and vitamins for four weeks pre weaning and two weeks post weaning.

Participants may feed purchased compound feed containing minerals and vitamins or straights (feed materials). If straights (feed materials) are being fed, participants should consult their advisor or nutritionist to ensure that a correct level of nutrition is being achieved. Straights (feed materials) must be supplemented with a suitable complementary mineral feeding stuff.

If two or more straights are being mixed together on-farm, for example using a mixer wagon or loading shovel, then participants must register with DAFM as a home-mixer. Registration forms are available at the following link:

<http://www.gov.ie/en/service/8ba4f-approval-and-registration-of-feed-business-operators/>

Receipts, invoices and labels of all compound feeding stuffs, and/or straights (feed materials) and complementary mineral mixtures purchased must be retained and made available for inspection and administrative check.

All feeding stuffs (including mineral feeds) must be sourced from registered or approved feed business operators. A list of approved businesses is available here:

<http://www.gov.ie/en/publication/76664-feeding-stuffs-lists-of-fbos-registered-and-approved/>

Minerals must be fed in accordance with the instructions given on the label. The level of supplementation must be an adequate rate to provide the required level of nutrition. Participants should supplement in accordance with manufacturer's label recommendations.

Participants will be required to retain sales documents for any cow/calves sold which along with the feed delivery dockets and date of weaning will verify the calf was fed four weeks pre-weaning and two weeks post-weaning.

Participants must record the date of weaning of each animal that is being submitted for payment under this action. Where groups of calves are weaned on different dates, record the different weaning dates for each group. Recommended daily feeding allowance for meal feeding is 1kg per animal per day.

### Annex 3

GDPR considerations in the sharing of data between DAFM, ICBF and any third-party service providers

## 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 National Beef Welfare Scheme

#### **1. Specified purpose:**

The personal data sought from the data subject is required for the purpose of making an application under the National Beef Welfare Scheme. Failure to provide all the personal data required to facilitate the processing of the application, including data testing, under the scheme will result in DAFM being unable to process the application.

The Department of Agriculture, Food and the Marine may also use data submitted in an application under this scheme 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.

#### **2. Legal basis:**

The National Beef Welfare Scheme is implemented pursuant to the Ministers and Secretaries Acts 1924 and is operated by DAFM.

The Department may, for the purpose of aiding administrative efficiencies, use existing customer data for other purposes. The use of the data in this way is considered compatible with its original purpose of collection.

#### **3. Recipients:**

As noted in the “Specified purpose” section above, information and personal data provided as part of this scheme may be shared with other Divisions within the

Department for the purposes of aiding administrative efficiencies when processing other related scheme applications.

A Data Processor for the scheme of Irish Cattle Breeders Federation (ICBF) will be used to aid with the administration of the programme. A written agreement will be put in place in relation to how the personal data may be used.

**4. Transferred outside the EU:**

Information provided in support of an application under the National Beef Welfare Scheme is not currently transmitted outside of the EU.

**5. Retention Period:**

The data submitted in support of the application by the data subject under the National Beef Welfare Scheme will be retained by DAFM for 7 years plus the current scheme year in line with the purposes 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.

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

The data provided for this purpose is being requested under the requirements of the National Beef Welfare Scheme and if the customer chooses not to provide this information their application for the National Beef Welfare Scheme cannot proceed.

**7. Automated Decision Making, including profiling**

Personal data provided in the submission of an application under the National Beef Welfare Scheme will be processed automatically for the purpose of the efficient running of the scheme, and the timely payment of participants.

Automated decision making will also be used for the purposes of selecting participants for inspection in accordance with the scheme terms and conditions.

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

**8. Information from Third Party:**

Information from third parties will be received from Irish Cattle Breeders Federation (ICBF) & any approved subcontractors in relation to applicants under the National Beef Welfare Scheme. This will form part of the Data Processing Agreement with ICBF.

Capita Customer Solutions and Silverarm Solutions are sub processors of ICBF and will be in receipt of this data as per the terms of their processing agreement.

**9. 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>

## **Annex 4**

### **Responsibilities of PVP**

- After the farmer signs up to the NBWS programme on agfood.ie, he/she will make contact with a PVP to arrange a date for IBR testing. The farmer provides the herd id to the PVP.
- For herds with 20 or fewer animals, all animals must be sampled for IBR gE testing.
- For herds with more than 20 animals, the vet should randomly sample 20 animals, ideally over 9 months of age and ideally destined to be used for breeding purposes.
- The PVP should submit samples with a label on each vial to an ISO 17025 accredited laboratory for IBR testing within 3 days and clearly identifying to the laboratory that the samples are being submitted in the context of the National Beef Welfare Scheme, using the PVP laboratory submission form below.
- The PVP will receive test results from the accredited laboratory.

### **IBR Testing PVP Laboratory Submission Form**

#### **National Beef Welfare Scheme (NBWS) Action 1 IBR Testing (Mandatory Action)**

##### **Submission of samples for IBR testing**

This form should be completed by the PVP and submitted to the laboratory with accompanying blood samples. While use of this form is not mandatory, PVPs who submit samples for laboratory testing are required to include all information requested in this form in their laboratory submissions.

##### *Herd Owner Information*

**Herd Number:** \_\_\_\_\_

**Name of Herd Owner:** \_\_\_\_\_

**Address of Herd Owner:** \_\_\_\_\_

\_\_\_\_\_

##### *Private Veterinary Practitioner Information*

**Name of Private Veterinary Practitioner:** \_\_\_\_\_

Name of Veterinary Practice: \_\_\_\_\_

Address of Veterinary Practice: \_\_\_\_\_

Sampling Information

Name of Testing Laboratory\*: \_\_\_\_\_

\* All blood samples should be submitted to an ISO 17025 accredited laboratory within 3 days of the samples been taken but no later than 17.30 hrs on 01 November 2023. See NBWS Terms & Conditions for the list of accredited labs.

Date of Blood Sampling\*\*: \_\_\_\_/\_\_\_\_/2023

Number of animals tested\*\*\*: \_\_\_\_\_

\*\*\* For herds with 20 or fewer animals, all animals must be sampled for IBR gE testing. For herds with more than 20 animals, the PVP should randomly sample 20 animals, ideally over 9 months of age and destined to be used for breeding purposes.

Details of samples submitted:

Tag Number	Tube number

Signed by Private Veterinary Practitioner: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/2023

<i>For Laboratory Use Only</i>
<b>Date of receipt:</b>