# Contract Template FAS – Farmer

**AGREEMENT FOR SERVICES**

**Agreement Reference: FASRB\*/000\*\*/yyyy\*\*\* [[1]](#footnote-1)**

**BETWEEN**

**[Full legal name of FAS entity]** represented by **[Name of FAS authorized representative]** with ID No. **[ID of FAS authorized representative] as** the Farm Advisory Service Provider, authorized by the Managing Authority EAFRD to provide advisory services in connection with M2.1 – Support to help Benefiting from the Use of Advisory Services’, **(herein referred as the “Service Provider SP”).**

AND

**[Name of end-beneficiary]** with I.D. number [ID number of end beneficiary] residing at [address], as the recipient of the advisory service, **(here in referred to as the “End-beneficiary”).**

**SCOPE**

The scope of this agreement is to regulate the mandatory basic advisory support services provided by Farm Advisory Services Entities in connection with Measure 2.1 - Support to help Benefiting from the Use of Advisory Services’.

**AGREEMENT**

The Service Provider shall provide advisory services to the end beneficiary. for Applications for Funding under Measure 2.1 of the Rural Development Programme 2014-2022 – ‘Support to help Benefiting from the Use of Advisory Services’.

The End beneficiary (farmer) shall accept “the service” provided by the Service Provider.

**DURATION OF AGREEMENT**

This agreement enters into force on the date of signing by both parties, which is [date of contract].

The terms of this contract remain valid and oblige both parties for a maximum period of six (6) months from the date of this contract or till date in section 2.2 Implementation of the MA guidelines, whichever comes first. The implementation of the period of the contract is to include the filing of the payment claim at ARPA by the SP. If by the date of expiry of this agreement, the advice has not been completed successfully, the advice will be considered as unsuccessful and no payment will be provided for such advice. The deadlines provided in this contract are not subject to an extension at the request of the SP or the farmer however the MA may at its own initiative may indicate the possibility of an extension for such contracts as per guidelines.

**PROVISION OF THE SERVICE**

The SP shall deliver all the necessary services as per the MA guidelines to the end beneficiary, and the latter shall accept to receive the service in full.

There is no cost for the end beneficiary (farmer) for the funding received by the service provider for the service delivered.

By signing this contract, the end-beneficiary will be allowing the SP access to the relevant IACS profiles/registries to access all the required information for carrying out the advice throughout the duration of this contract. Upon termination of this agreement the farmer shall notify the respective authorities with regards to the relationship of the advisor outside the scope of this agreement.

At conclusion of the service the end beneficiary (farmer) is to provide a signed declaration confirming that service/s were provided by the SP.

**RENUMERATION FOR SERVICE PROVIDED**

The SP shall claim payment for services which are provided for. The SP shall not make claim payments for any services or documents which were already present prior to the provision of advice. The cost claimed shall be based on the rates in the MA guidelines.

Irrespective of the amount of services provided, the maximum amount eligible under this agreement for each beneficiary cannot exceed 1500€ during a single event.

**CONFIDENTIALITY**

Each Party will keep confidential and secure and not use or disclose to any third party any of the other Party’s Confidential Information except:

a) to its professional advisers or Personnel directly concerned with the implementation or operation of this Agreement and to the extent necessary for performing its obligations under this Agreement;

b) as required by law, court order, other legal obligation, or as requested by the Managing Authority for EAFRD or the Agriculture and Rural Payments Agency;

c) under the Official Information Act 1982;

The service provider will comply with the Farm Advisory Services Regulations.

**TERMINATION**

This agreement shall terminate after a period of a maximum six months from the date of signing of the agreement. However, either Party may terminate this Agreement, immediately on written notice to the other Party.

**SIGNATURE**

|  |  |
| --- | --- |
| SIGNED for and on behalf of the service provider by the person named below, being a person duly authorised to enter obligations on behalf of the service provider: | SIGNED for and on behalf of the end beneficiary by the person named below, being a person duly authorised to enter obligations on behalf of the end beneficiary: |
|  |  |
| Signature Name: Title: Date: | Signature Name: Title: Date: |

1. Contract number to be inputted by the SP. \*FASRB number is the reference number on the FASRB Register. \*\* Unique number assigned to each contract starting from 0001 for the first farmer. \*\*\*Year when Contract is signed
 [↑](#footnote-ref-1)