SUSTAINABLE HARVEST SECTOR III

MEMBERSHIP CONTRACT

Fishing Years 2021-2022

Revised February 2021

ARTICLE I – Definition of the Parties

This document shall serve as the membership contract between each signatory member and the Sustainable Harvest Sector III (SHS3). It is paired with the Sector Operations Plan, and all terms in the Operations Plan are binding to the Members who sign this contract. This contract is not complete unless accompanied by the Sector Operations Plan.

Section 1.1 Member's Organization and Authority

Each Member asserts that, as an entity, it is duly organized, validly existing and in good standing in its state of organization and has all authority, corporate or otherwise, to enter into this Agreement on its own behalf and on behalf of the Participating Vessels and Permits that it represents.

This Agreement constitutes a legally valid and binding obligation of each Member, enforceable against such Member in accordance with both its terms and those of the Sector Operations Plan as approved by the National Marine Fisheries Service.

Each of the Members represent that its Participating Vessel(s) and Permit(s) have no sanctions or other restrictions against them that would prevent such Participating Vessels and Permits from enrolling in the Sector and/or complying with the terms of this Agreement.

Section 1.2 Sector Organization and Authority

The Sustainable Harvest Sector III, hereafter 'Sector' or 'SHS3', is a legal entity incorporated in the state of Massachusetts, as such, it may be held liable for the violations committed by its members.

The SHS3 was approved as one of several sectors operating in the Northeast Multispecies Fishery under the terms of the federally authorized fishery management plan (FMP or Plan) for 2016 and by submitting this contract and accompanying Operations Plan is requesting approval for operating in fishing years 2021 and 2022 as SHS3.

ARTICLE 2 – Membership

Section 2.1 Eligibility

To qualify for becoming a member of the Sector, each member has been issued a limited access multispecies permit which has a 'potential sector contribution' (PSC) associated with it. The PSC is based on the permit's landings history for FY 1996 through 2006 under Amendment 16, and represents the permit's contribution to the sector's Annual Catch Entitlement (ACE). However, some limited access multispecies permits were previously part of either the Georges Bank (GB) Cod Hook Sector or the GB Cod Fixed Gear Sector. The PSC for GB cod for those permits is based on the permit's landings history from FY 1996 – FY 2001 (May 1, 1996 through April 30, 2002 (the 1996-2001 fishing years).

For purposes of this Agreement, "Participating Vessel" shall mean the vessel to which a Member's Permit is attached at any given time.

Section 2.2 Length of Member Commitment

Each Member hereby agrees that each of its Permits will remain enrolled in the Sector for the entire fishing year following the date on which such Member enrolled in the Sector (the "Commitment Period"); provided, however, that if NMFS shall not approve the Sector's Operations Plan and Agreement, as the same may be amended, for any fishing year during a Member's Commitment Period, then the obligation of such Member shall terminate on the last day of the last fishing year for which the Sector's Operation Plan and Agreement shall have received approval from NMFS.

Section 2.4 Proof of Membership

Upon approval, each sector vessel will be issued a Letter of Authorization (LOA) specifying the exemptions granted. Vessels must comply with all requirements stipulated in the LOA and all applicable Federal regulations and laws not specifically exempted in the LOA. The LOA with a copy of the approved Operations Plan for 2021 and 2022 must be carried on board the vessel at all times in the Sector Manual. The LOA shall serve as Proof of Sector Membership and shall be made available to any NMFS or enforcement officials upon request.

Section 2.5 Member Obligations Apply Only to Participating Vessels

The obligations of the Members set forth in this Agreement shall only apply to the Permits and Participating Vessels (and not to any other permits or vessels owned by the Members that are not enrolled in this Sector pursuant to the terms hereof) to the extent that such Permits or Participating Vessels are fishing commercially with gear that is capable of harvesting multispecies species managed under the Northeast Multispecies Fishery Management Plan.

Each Member agrees to ensure that all operators and crew of its Participating Vessels fully comply with the obligations set forth in this Agreement. Each Member further agrees to accept full responsibility for the actions of any such operators that result in a violation of this Agreement.

Section 2.6 Additional Member Obligations

NMFS requires that the Operations Plan governing the sector include a list of all state and federal permits held by the members along with an indication of whether those permits are enrolled in another state or federally authorized sector. Members agree to provide the Manager with a comprehensive list of their state and federal permits prior to December 1 2020.

Additionally, the Operations Plan must include information regarding the activity level in the sector of Participating Vessel, that is, whether each participating vessel will be active on Sector trips or not. Members agree to provide the Manager with their best estimation of whether each Participating Vessel will actively fish on Sector trips during the upcoming fishing year prior to March 1 2021.

Members are required to furnish the Sector Manager with the MRI, federal permit number, PSC and allocation of each multispecies stock for each permit they are enrolling in the Sector.

Section 2.7 Sector and Member Reporting Requirements

The Sector Manager is required to aggregate all participating vessel catch information from participating vessels' sector trips and report weekly to the National Marine Fisheries Service (NMFS), up until a certain threshold is reached, at which time reporting to NMFS will be required on a daily basis. The reporting frequency for the sector manager's ACE Status Report will be increased to daily when 90% of any of the sector's ACEs is reached. The Sector Manager, or a designated representative, must notify NMFS immediately by email if the threshold that triggers daily reporting has been reached. During the period when a sector has reached or exceeded 90% of any of its ACEs, daily ACE Status Reports must be submitted only on a day when a member vessel lands, or when the sector engages in an ACE transfer of a stock that is exceeding the 90% threshold. An alternative threshold for triggering daily reporting may be implemented during FY 2021 or 2022 if agreed upon by the sector and NMFS. Additionally, the Sector is required to submit an Annual Report of all landings of all species caught by sector vessels for the entire fishing year by a date set by the National Marine Fisheries Service.

Weekly reports to NMFS may include a section notifying NMFS of outstanding catch records. Any resolutions and / or ongoing internal sector investigations may be noted as required.

The Manager will develop and submit reports to NMFS by gathering and aggregating data from all available data sources, including but not limited to:

1. Vessel Trip Reports (VTRs), (including electronically transmitted VTRs);
2. Dealers, (including paper dealer receipts from each offload transmitted to the Manager within 24 hours of the vessel offloading, as well as dealer reports posted on the NMFS sector information management web portal);
3. Discards and assumed discard rates (as calculated by NMFS based on the Northeast Fishery Observer Program (NEFOP) and At-Sea Monitoring); and
4. Any other data sources as they are available.

To enable each Member and the Sector to monitor the Members' compliance with this Agreement, each Member agrees to report each of its Participating Vessels' entire catch from sector trips (including discards) by pounds, by species, and by broad groundfish stock area to the Sector Manager so the Manager can determine which stock of a species has been caught.

All members agree that they are responsible for transmitting all catch information from all sector trips to the Manager within 24 hours of the Participating Vessels' unloading. The minimum information that must be transmitted to the Sector Manager includes a complete and legible VTR and dealer weigh-out receipt. Members and vessel operators may be subject to investigation and/ or penalty, including a Stop Fishing Order, if they do not meet the 24 hour deadline for submitting catch information. Such information may be transmitted electronically or by fax or other means as determined by the Manager as long as it is transmitted within 24 hours of each landing.

The Manager shall maintain all catch records and shall, upon the request of any Member, provide the Member with the Sector's aggregate catch information that is generated from such records. Sector vessels which do not fish on sector trips agree that the Sector Manager will use VTR and dealer data as submitted to NMFS to compile the annual report.

Each member acknowledges and agrees that, in addition to reporting to the sector manager, all participating vessels are responsible for complying with all permitting requirements, recordkeeping, catch reporting, and VMS requirements described in the federal regulations for the fishery (50 CFR part 648).

Each Member further acknowledges and agrees that it is responsible for ensuring timely reporting in accordance with the provisions of this Section and failure to deliver the reports for a Member's Participating Vessel in accordance with this Section shall be deemed a breach of this Agreement by such Member.

Section 2.8 Enforcement and Penalties

Investigation, enforcement procedures as well as penalties and terms for expulsion are explained in detail in the Sector Operations Plan as required by NMFS and are hereby incorporated by reference.

Section 2.9 Joint and Several Liabilities

Sector members acknowledge and agree that they and the sector may be held jointly and severally liable if they or their hired captain or crew

1. discard legal sized fish for which the sector has an allocation; and/or
2. misreport catch; and/or
3. cause the sector to exceed its Annual Catch Entitlement (ACE) for any allocated stock (an overage) as specified in Federal regulations.

ARTICLE 3 – SECTOR ADMINISTRATION

Section 3.1 Board

The Sector shall be governed by a Board of Directors which shall be elected according to the Bylaws.

Section 3.2 Sector Manager

The Board of Directors (the "Board") of the Sector shall appoint a manager of the Sector (the "Manager"), which Manager shall have the authority to manage the day-to-day business of the Sector and submit all sector reports as required by NMFS.

Section 3.3 Sector Manager Authority

Members agree and acknowledge that the Sector Manager shall have the authority to monitor the fishing, fish offload, and fish sale activities of the Members and all Participating Vessels and to take such other actions as may be necessary, to ensure compliance by the Members, their Permits and Participating Vessels with this Agreement and all other Sector requirements as may be adopted under the terms of this Agreement, the Sector Operations Plan, the Sector's Bylaws, Sector Board Policy and all other applicable laws, rules and regulations.

Such actions to enforce this Agreement, subject to the authority of the Board or a committee delegated thereby, the Sector's Bylaws or any other agreement relating to the Sector's internal governance, including specifically, without limitation, the authority to impose penalties set forth in the Schedule of Penalties as well as Stop Fishing Orders which may be enforced by NMFS Office of Law Enforcement.

The Manager shall also act as the liaison between NMFS and the Sector and shall assist Members in their dealings with NMFS if so requested.

Section 3.4 Membership Dues

The Board shall, to the extent necessary for the payment of the costs and expenses associated with the administration and management of the Sector (including the payment of the Manager's salary), require the payment by the Members of annual membership dues and/or poundage fees. Such annual membership dues and/or poundage fees shall be fixed by resolution of the Board prior to the commencement of the applicable fishing year or at such other time as the Board may deem necessary or appropriate.

ARTICLE 4 - Transfer of Permit, Allocation or Portion of Allocation

Right of First Refusal restrictions described in this Article on the sale, transfer, and lease of a member's Permit and/or any part of its Share do not apply to transactions conducted exclusively between SHS1, SHS2, and SHS3.

Section 4.1 Individual Permit Transfers

Each Member agrees that so long as it is a party to this Agreement, such Member shall not have the authority to sell, lease or transfer the ownership of its Permit or the right to harvest any portion or all of the Permit's individual harvest share (share) to a party that is not bound by the Agreements binding members of Sustainable Harvest Sectors I (SHS1), II (SHS2), and III (SHS3) for the remainder of the fishing year in which such sale, lease or transfer is to occur,

1. shall not transfer, lease or assign any DAS allocated to its Permit by NMFS to any permit that is not enrolled in a Sector (meaning any sector, not specifically SHS3) and
2. shall comply with the right of first refusal provisions hereof prior to the consummation of any proposed sale, lease or transfer permitted hereunder.

Section 4.2 Individual Share Transfers

Each member agrees that so long as it is party to this agreement, such member may choose to lease their individual share of the sector's allocation to another sector, for the duration of the current fishing year provided that all sector members shall have to opportunity to match such written offer as described under section 4.3 'Right of First Refusal'.

Section 4.3 Right of First Refusal

In the event that any Member (a "Selling Member") at any time proposes to sell, transfer or lease (a "Sale") its Permit and/or any part of its Share to any proposed Buyer from outside the SHS1, SHS2, and the SHS3 who shall make a good faith, bona fide written offer, then the Selling Member shall first deliver to all active members (as defined in the Bylaws) of SHS1, SHS2, and SHS3 written notice ("First Refusal Notice") that the Selling Member proposes to make such Sale, transfer, or lease which First Refusal Notice shall state the identity of the prospective Buyer, state the amount of consideration for the Permit or any part of its share and the material terms and conditions upon which the proposed Sale, transfer or lease is to be made (the date on which the Sector receives the First Refusal Notice being the "First Refusal Notice Date"), represent that the Bona Fide Offer is an actual Bona Fide Offer, and include a copy of any written proposal, letter of intent or other agreement relating to the Bona Fide Offer.

The active members of SHS1, SHS2, and SHS3 shall have a period of five (5) calendar days following the First Refusal Notice Date (the "Election Period") in which to elect to

purchase or lease the Permit or any part of the Permit's share at the price and subject to the same material terms and conditions set forth in the First Refusal Notice.

The active members of SHS1, SHS2, and SHS3 shall exercise the right to purchase or lease such Permit or share by delivering a written notice ("Election Notice") to the Sector Manager within the Election Period. In the event that a Sector Member desires to purchase the Permit or share, then the parties shall schedule a closing for the payment for, and the delivery of, the Permit or share, which shall be no later than 45 calendar days after the First Refusal Notice Date.

If a active member of SHS1, SHS2, and SHS3 has not elected to purchase the Permit within the Election Period, then the Selling Member is free to sell the Permit or share to the Buyer; provided that such sale is on the terms and conditions specified in the First Refusal Notice.

ARTICLE V - Concluding Contract Language

In Witness whereof, the undersigned has enrolled the listed permits in the SHS3 and executed the Agreement known as the SHS3 Operations Plan for the 2021 and 2022 fishing years.

The undersigned reserves the right to withdraw from this agreement by written notice to the Board of the Sustainable Harvest Sector III, provided such notice is received by the sector manager in writing no later than April 30, 2021.

Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. § 1881a(b)(1)(F), the undersigned hereby authorizes the release to the Manager, or designated sector employee(s), of the SHS3, of information that may be or is considered to be confidential or privileged by the Magnuson-Stevens Act or other federal law regarding the catch of various species of fish associated with the limited access Northeast multispecies permit with the Moratorium Right Identifiers (MRIs) enrolled in the Sector submitted to NOAA Fisheries that the undersigned has authority to access. This information includes data required to be submitted or collected by NOAA Fisheries, on an individual MRI and/or aggregated scale, including but not limited to days-at-sea allocation and usage, vessel trip reports, dealer reports, Northeast Federal Observer Program data, catch and landings history data for all species harvested by the vessel/MRI, at-sea or electronic monitoring data, monitoring data, protected species takes/interactions, enforcement data, vessel baseline data (length, horsepower, etc), VMS information, and all other information associated with the vessel, MRI #, and/or permit records. In addition, this information includes data for species not managed under the multispecies FMP.

All confidential Sector data may be released to the Sector Manager, or designated sector employee(s). This statement applies to all confidential data for a two-year time period encompassing FYs 2021 and 2022.

This information shall be used exclusively by the sector for matters pertaining to sector management, including record retention requirements. Such information may not be released by the sector to another entity. When information released to the sector by the National Marine Fisheries Service is no longer needed for sector management, it shall be destroyed or returned by the sector manager to the undersigned at his or her election. When the undersigned ceases to be a member of the sector, this authorization shall be deemed null and void.

THE SUSTAINABLE HARVEST SECTOR III
SECTOR OPERATIONS PLAN FOR FISHING YEAR 2021

The undersigned has executed the Agreements known as the Sustainable Harvest Sector III Operations Plan and the Sustainable Harvest Sector Membership Agreement for the fishing year 2021, as of the date written below.

Permit #	**Moratorium Right ID**	**Permit Name**

Name _____

Capacity (owner, president, etc) _____

Signature _____

Date _____

SUSTAINABLE HARVEST SECTOR III OPERATIONS PLAN FYs 2021-2022

Date Amended: October 2020

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1. GENERAL PROVISIONS

1.1. Membership

The Sustainable Harvest Sector III (SHS3) is a voluntary business association comprised primarily of Northeast multispecies permit holders who have agreed to participate in and abide by the SHS3 Operations Plan and Membership Agreement for Fishing Years 2021 and 2022.

The owner of a permit that is eligible to join a sector but is not enrolled as a Member (and/or whose permit is not so enrolled), may apply. The Board or the Membership shall, at its sole discretion, determine whether the applicant shall be admitted as a Member of the Sector and/or its Permit included as a Permit.

Notwithstanding the foregoing, no such admission shall be effective until the new Member has paid the annual entry fee as set by the Board of Directors and has agreed in writing to be bound by, and to cause its Permit and Participating Vessel to comply with the terms of this Agreement, and until the provisions of this Agreement shall have been amended or modified to reflect such additional Member, Permit and/or Participating Vessel.

1.2. Management and Points of Contact

Name	Title	Responsibility	Email	Phone	Street Address	City	State	Zip
Hank Soule	Manager	All sector operations plus all FMP and industry issues	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Maggie Raymond	Secretary	All FMP and industry issues	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

The SHS3's Manager shall be the designated agent for service of process:

Hank Soule

[redacted]

The following individuals are authorized to act on behalf of the SHS3:

Frank Patania

[redacted]

The SHS3's designated sector representative is:

Maggie Raymond
[redacted]
[redacted]

The SHS3's Board of Directors is attached as Appendix 2.

1.3. Incorporation as a Legal Entity

The SHS3 is a legal entity incorporated in the state of Massachusetts, and may be held liable for the violations committed by its members.

1.4. Definition of Sector as Three Entities

The NE multispecies Fishery Management Plan (FMP) defined a sector as a group of three or more persons, none of whom have an ownership interest in the other two persons in the sector. This criterion has been fulfilled with permit number 330392 under the distinct ownership of Black Beauty Inc. Inc. (Willard Viola); permit number 410212 under the distinct ownership of Three Girls Fishing LLC (Sarah Breul); and permit number 410527 under the distinct ownership of K&K Fishing Corp. (Pat Kavanagh).

2. HARVESTING RULES

2.1. ACE Management

2.1.1. ACE and Annual Distribution

Each Member agrees that the ACE of multispecies authorized by NMFS to the Sector (the "ACE") shall be harvested in accordance with the Harvesting Rules, which are set forth below. Individual sector members will be allocated a portion of the Sector's total allocation based on the proportion of each stock that they contribute to the Sector's initial ACE.

2.1.2. Reserve

Each Member agrees that a reserve in the amount of 5% of each stock within the initial ACE may be established to ensure that the Sector remains in compliance with its ACE limit. Such reserve may be withheld from each member's allocations.

2.1.3. Distribution of Reserve

If the Board determines that as of April 1, the ACE in the Reserve has not been fully harvested by the Participating Vessels, the Board may release and authorize the harvesting of the reserve by the Members, their Permits and their Participating Vessels. Alternatively, the Board may decide to carry that reserve forward to the next fishing year.

2.1.4. Additional Measures to Prevent ACE Overages

The Board reserves the right to prohibit fishing activities by Members if it determines that those activities undermine or compromise the Sector Plan and the Sector or otherwise conflict with the standards and ethics described in the bylaws and guiding principles.

The Board may direct the Sector Manager to lease or trade for additional ACE of any stocks of concern.

The Board may impose additional restrictions as needed to slow down the pace of fishing.

The Sector Manager may issue (and ask NMFS to enforce) a 'Stop Fishing Order' to (a) any member vessels that has fished more than 95% of its individual allocation for any stock until additional allocation for that stock has been acquired or the member has agreed to not fish in that stock area for the rest of the fishing year, or (b) any member vessels that are in violation of any terms of the sector operations plan or membership agreement.

The Sector may require additional catch monitoring, beyond that already required in this Plan or the federal Fishery Management Plan, to ensure accurate accounting of sector

catch. Additional monitoring may be required for any sector trip conducted by member vessels or individual operators. Examples of additional monitoring include but are not limited to: dockside monitoring, increased at-sea monitoring, enhanced position monitoring, increased catch reporting, or other methods. The cost of additional catch monitoring may be required to be paid by the sector member subject to additional monitoring.

Additional catch monitoring processes and costs will be recommended by the Sector Manager, and require approval of the sector's Infractions Committee prior to implementation. The member may appeal the Committee's decision via procedures described in Sections 5.11 and 5.12 of the Plan.

2.1.5. ACE Transfers

The Sector Manager will track and conduct all ACE transfers between members and with other sectors.

2.2. Monitoring

2.2.1. Monitoring

All participating vessels will send a legible copy of the VTR and the dealer's weigh-out receipt to the Sector Manager within 24 hours of the end of every trip.

All participating vessels will transmit the Trip Start and Trip End Hail to NMFS.

All participating vessels will participate fully in the Northeast Fishery Observer Program and At Sea Monitoring Program.

2.2.2. Electronic Monitoring Program

Vessel Operations

Sector vessels may use electronic monitoring (EM) systems (i.e. cameras, gear sensors, video recording equipment) in lieu of human at-sea monitors (ASM) to meet federal ASM requirements for FYs 2021 and 2022. These vessels may be authorized to use EM only under a valid Exempted Fishing Permit (EFP) issued by NOAA Fisheries, or a NMFS-approved EM program. Vessels fishing under the EFP must abide by all operational and reporting requirements and conditions outlined in the EFP and the vessel's Vessel Monitoring Plan.

Selection of Coverage

Sector vessels using EM are required to declare their intent to take a sector trip using the Pre- Trip Notification System (PTNS), consistent with standard notification protocols. PTNS selection and notification procedures for Northeast Fishery Observer Program (NEFOP) coverage under EM remains the same. Vessels fishing under this

EFP, or a NMFS-approved EM program, are not exempt from the requirement to carry a NEFOP observer when selected for coverage.

Service Provider

The sector has selected the following Electronic Monitoring Service Provider to provide EM services to participating vessels:

Teem Fish Monitoring Inc.

[redacted]

[redacted]

Primary Contact: Amanda Barney, [redacted]

2.2.3. Sector Reporting to NMFS

The Sector will report weekly to NMFS as required using data collected from vessels, VTRs, (and eVTRs when authorized), dealer reports, observer reports and any other data available.

The reporting frequency for the sector manager's ACE Status Report will be increased to daily when 90% of any of the sector's ACEs is reached. The Sector Manager, or a designated representative, must notify NMFS immediately by email if the threshold that triggers daily reporting has been reached. During the period when a sector has reached or exceeded 90% of any of its ACEs, daily ACE Status Reports must be submitted only on a day when a member vessel lands, or when the sector engages in an ACE transfer of a stock that is exceeding the 90% threshold. An alternative threshold for increasing reporting frequency may be implemented during FYs 2021 and 2022 if agreed upon by the sector and NMFS.

The Sector will submit required reports using the format and procedures prescribed by NMFS.

Weekly reports must include any enforcement or reporting compliance issues, including violations of Operations Plans (exclusive of defined administrative provisions), violations of regulations, or general problems with monitoring or sector operations during the reporting period.

2.2.4. Plan for notifying NMFS once an ACE threshold has been reached

NMFS will be notified by email as soon as the sector manager determines a threshold has been reached.

2.2.5. Data Reconciliation

The SHS3 will reconcile the data from vessels, VTRs, (and eVTRs when authorized), the dealers' report, and the observer's report on an ongoing basis to closely track the sector's ACE.

2.2.6. Discards

The Sector manager (or his/her designated representative) will derive stock specific discards for each trip. If the trip is observed by either an at-sea monitor or a Northeast Fisheries Observer Program (NEFOP) observer, discards will be derived based on data collected during that trip and will account for all hauls (observed and unobserved) on that trip. If the trip is not observed, discards will be derived using the NOAA Fisheries-provided discard rates resulting from the NOAA Fisheries method to estimate 'in-season' discard rates, which may not include data from research trips or sector trips using certain exemptions.

2.2.7. Annual Report

The SHS3 will report on the Sector's performance after the end of the fishing year as required by NMFS.

2.2.8. Data Management

The SHS3 will maintain the necessary databases to track and maintain all relevant catch data, including VTR, dealer reports, observer data, and at-sea monitoring data, as required.

2.2.9. At-Sea Monitoring

The SHS3 will participate in the Northeast Fisheries Observer Program (NEFOP) and the NMFS and/or industry-funded at-sea monitoring (ASM) program while they operate. This ASM coverage will have vessel and trip selection coordinated through NMFS and will use approved at-sea providers and monitors. The Sector manager will maintain a database of all catch data, including but not limited to VTR, dealer, monitor, and observer data. NMFS will provide the Sector with data from NEFOP and the ASM program.

The SHS3 will contract one or more of the companies approved by NOAA Fisheries to provide monitoring services and will notify NOAA Fisheries of its selection no later than April 1, 2021.

The SHS3 will use PTNS to deploy NEFOP observers and at-sea monitors in a way to achieve coverage at the target percentage of trips that is random and representative of fishing activities of the sector.

The SHS3 will use the NOAA Fisheries-designated ASM and/or EM program.

2.2.9.1. Failure to Comply with At-Sea or EM Monitoring Requirements

If the sector is informed of a potential violation of any regulations that govern the At-Sea or EM Monitor programs (including but not limited to: vessels failing to provide adequate notification prior to departing, failing to take an At-Sea Monitor or deploy EM, incidents of At-Sea Monitor or EM interference, harassment, or intimidation), the sector manager will conduct an investigation of the alleged violation. The written investigative report will be provided to the owner of the applicable sector vessel and to the NMFS.

If a violation (as determined by both the sector and an investigation by the NMFS Office of Law Enforcement) places the sector's ability to comply with requirements of the ASM program in jeopardy, the member will be subject to the penalties described under VIOLATIONS REGARDING ASM AND EM REQUIREMENTS in Section 5.15.

2.2.10. Vessel Hails

All members agree to hail 'Trip Start' and 'Trip End" to NMFS via an approved method.

Vessels will hail Trip Start prior to leaving port via VMS. The Trip Start Hail will include at least the following:

- Operator's Permit Number
- Vessel Trip Report (VTR) serial number
- Whether an Observer or At-Sea Monitor (ASM) is on-board
- Usage of specific sector exemptions
- Usage of specific operations plan provisions
- Landing Port City
- Landing state (abbreviation)
- Estimated time and date of arrival in port
- Estimated time and date of offloading (required only for trips <6 hours or if fishing within 6 hours of offload port)
- Comments (required as directed by sector manager or Regional Administrator).

Vessels will send the Trip End hail via VMS to NMFS at least six hours in advance of landing. The Trip End Hail will include the following:

- Operator's Permit Number Vessel Trip Report (VTR) serial number
- First landing port city
- First landing state (abbreviation)
- Dealer/Offload Location
- Estimated time and date of arrival
- Second offload port city
- Estimated time and date of offload
- Second offload state (abbreviation)(if used)

- Total groundfish kept in pounds
- Total non-groundfish kept in pounds
- Comments (required as directed by sector manager or Regional Administrator)

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For trips less than six hours in length or occurring within six hours of port, the estimated time of arrival to port and time of offload will be provided in the Trip Start Hail. The Trip End Hail will be sent upon completion of the last tow (or haul) with all required updated information. An alternative timing for the trip end hail may be implemented if agreed upon by the sector and NOAA Fisheries.

2.2.11. Gulf of Maine Cod Program

Sector Members agree to abide by the following fishing restrictions to control catch of Gulf of Maine cod. In the event the GOM cod allocation is increased, the NMFS implements other GOM cod effort control restrictions, or for other cause, these restrictions may be canceled by the Sector.

- No sector fishing in the Gulf of Maine west of 70 degrees 00 minutes.
- Minimum allocation of 250 pounds of Gulf of Maine cod for any vessel to start a sector trip in the Gulf of Maine Broad Stock Area
- Daily cod hotspot report required for any vessel fishing in the GOM BSA.

2.2.12. Designated Landing Ports

Members shall agree to offload catch from sector trips in the following ports.

Boston, MA
Gloucester, MA
Newburyport MA
New Bedford, MA
Provincetown, MA
Hyannis, MA
Chatham, MA
Scituate, MA
Point Judith, RI
Portland, ME
Biddeford Pool, ME
Sebasco Harbor, ME
Cundy's Harbor, ME
Rockland, ME
Portsmouth, NH
Rye, NH
Newport, RI
Chincoteague VA
Tenant's Harbor ME

2.2.13. Remote Ports

Portsmouth State Pier, Portsmouth NH
Port Authority, Portsmouth, NH
Woods Hole, MA
Sebasco Harbor, ME
Bar Harbor, ME: Bar Harbor Town Dock
Southwest Harbor ME: Southwest Harbor Town Dock
Portland ME: Bait Lady Take-out, Scola's Take out, Maine Wharf, Widgery Wharf
Gloucester MA: Jodrey Pier, Pier 7 Take-out
Provincetown, MA: Provincetown Town Pier
Davisville RI: Davisville Pier
Point Judith, RI
Montauk, NY
Tenant's Harbor ME
Monhegan Island, ME.

2.2.14. Safe Harbor Protocol

To promote safety at sea, the Sector sets forth the following protocol for variance from the landing ports listed. If for reasons beyond a vessel operator's control such as severe weather, mechanical failures, compromised hull integrity, instances of pump failures and danger of sinking, crew injury or life threatening illness and any other emergency situations that may arise, a sector vessel may enter a port other than those listed as "Landing Ports" to ensure the safety of the vessel and its crew. In the event that a Sector Vessel must utilize this safe harbor protocol, they must notify their Manager and NMFS OLE of when and where they had to seek safe harbor within 6 hours of this entering the port.

2.3. Administrative

2.3.1. Fishing in US/CA Areas

Sector participating vessels may fish in the both the Eastern and Western US/Canada Areas. When reporting their catch to the Sector Manager, the operators of all Sector member vessels will specify the volume of catch and discards from each area.

Members electing to enter the Eastern US/CA area are required to comply with the observer notification reporting and VMS reporting requirements for that area.

2.3.2. Hot Spot Reporting

Each member agrees they may be required to report to the Sector Manager any and all areas of high bycatch as determined by the Sector, including undersized regulated species, areas of spawning fish, and/or any stock for which the Sector or the Member is approaching their threshold.

Upon receiving a hot spot report, the Sector Manager may alert other member vessels to stay away from those particular areas.

2.3.3. Proof of Sector Membership

Sector Vessels will carry on board at all times a Letter of Authorization (LOA) from the Regional Administrator and a copy of this Operations Plan as proof of their membership in the sector. Vessels must comply with all applicable Federal regulations and laws not specifically exempted in the LOA.

2.4. Gear Restrictions

The SHS3 Board may institute spatial or temporal gear restrictions to slow down the catch rate of certain allocated stocks.

2.5. Confidential Data Statement

Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C §1881a(b)(1)(F), the undersigned hereby authorizes the release to the manager of Sustainable Harvest Sector I of information that may be or is considered to be confidential or privileged by the Magnuson-Stevens Act or other federal law regarding the catch of various species of fish associated with the limited access Northeast multispecies permit with the Moratorium Right Identifiers (MRIs) enrolled in the sector submitted to the National Marine Fisheries Service in compliance with 50 CFR 648.7 and §648.87 that the undersigned has authority to access. This information includes data required to be submitted to or collected by NMFS, including but not limited to days-at-sea allocation and usage, vessel trip reports, dealer reports, Northeast Fishery Observer Program data, catch and landings history data, at-sea monitoring data, VMS information, and all other information associated with the vessel, MRI #, and/or permit records.

Any person identified in Section 1.2 of this Operations Plan may access confidential sector data. This confidential data statement applies for FYs 2021 and 2022.

2.6. Exemption Requests

2.6.1. Existing exemptions for FYs 2021 and 2022

1. 120-day block out of the fishery required for Day gillnet vessels
2. 20-day spawning block out of the fishery required for all vessels
3. Day gillnet limit outside the Gulf of Maine
4. Prohibition on a vessel hauling another vessel's gillnet gear.

   Rationale: In the event a member's vessel breaks down and is unable to return to sea, this would allow a different member to retrieve the gear and stop it from catching fish.

5. Limits on the number of gillnets that may be hauled on Georges Bank when fishing under a groundfish/monkfish day-at-sea
6. Limits on the number of hooks that may be fished
7. DAS Leasing Program Length and Horsepower Restrictions
8. Prohibition on discarding
9. Gear requirements in the Eastern U.S./Canada Area
10. Prohibition on a vessel hauling another vessel's hook gear

    Rationale: In the event a member's vessel breaks down and is unable to return to sea, this would allow a different member to retrieve the gear and stop it from catching fish.
11. Requirement to declare intent to fish in the Eastern U.S./Canada Haddock SAP and the CA II Yellowtail Flounder/Haddock SAP prior to leaving the dock
12. Seasonal Restriction for the Eastern U.S./Canada Haddock SAP
13. Seasonal Restriction for the CA II Yellowtail Flounder/Haddock SAP
14. Sampling Exemption

    Vessels in the Sustainable Harvest Sectors are engaged in research programs such as the Maximized Retention Electronic Monitoring project that require them to retain undersized groundfish. Another research project may allow access to otherwise closed closed areas. Both projects at times may carry NEFOP and ASM observers.

15. Minimum codend mesh size for directed redfish trips

    This exemption allows a sector vessel to fish for Acadian redfish in the designated Redfish Exemption Area, described below, using nets with codend mesh no smaller than 5.5 inches. When fishing inside the Redfish Exemption Area all other restrictions applicable to trawl nets still apply. In order to use this exemption, a vessel must strictly adhere to the following conditions and restrictions:

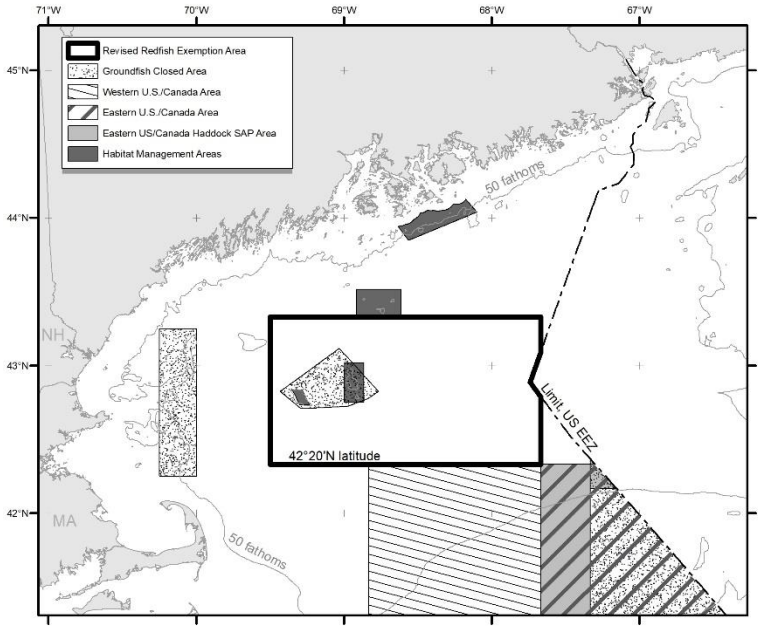
    1. The vessel must declare its trip in PTNS under standard requirements, there is no additional at-sea monitoring coverage required above the target coverage level for the sectors (i.e., ~15% in fishing year 2018).

    2. Prior to leaving the dock, the vessel must declare its intent to use the redfish exemption on the trip through the VMS trip start hail by checking the box "Redfish Trip" under sector exemptions.

    3. The vessel must submit a Multispecies Catch Report through its VMS system, each day for the **entire trip**, including Parts 1 and 2 of the trip as described below, even if the vessel has declared the exemption, but does not target redfish. The vessel must submit Multispecies Catch Reports through VMS in 24-hr intervals for each day of the fishing trip. The report must be submitted by 0900 hr (9:00 a.m.) on the date following the date the fish were caught. The report must provide a good faith estimate of the amount each regulated species caught on each day of the trip.

4. In accordance with the restriction stated herein, the vessel may use a codend with 5.5-inch mesh and greater within the Redfish Exemption Area.

   The Redfish Exemption Area is defined as:



The Redfish Exemption Area is bounded on the east by 67°40' West Longitude and the U.S.-Canada Maritime Boundary, the north by 43°20' North Latitude, the west by 69°30' West Longitude, and the south by 42°20' North Latitude. It is defined by the following coordinates, connected by straight lines in the order listed:

Point	N. Lat.	W. Long.
A	43°20.00'	69°30.00'
B	43°20.00'	67°40.00'
C*	43°06.23'	67°40.00'
D*	42°53.24'	67°44.55'
E*	42°47.17'	67°40.00'
F	42°20.00'	67°40.00'
G	42°20.00'	69°30.00'
A	43°20.00'	69°30.00'

5. During a Redfish Exemption Trip, any codend that is only authorized on a Redfish Exemption Trip must be stowed below deck and can only be retrieved after completing the requirements identified in paragraph 8 below.

Part 1 of Redfish Exemption Trip

6. When a vessel declares a "Redfish Trip" via VMS, it may fish outside the Redfish Exemption Area during Part 1 of the Redfish Exemption Trip in accordance with otherwise applicable regulations and sector exemptions. However, fishing outside of the Redfish Exemption Area first is optional. A vessel may choose to immediately transit to the Redfish Exemption Area and begin fishing.

7. Any catch thresholds do not apply for Part 1 of the trip.

Part 2 of Redfish Exemption Trip: Switching Codends

8. When the vessel plans to target redfish, it must travel to the Redfish Exemption Area. Once the vessel is in the Redfish Exemption Area, immediately before switching codends, it must send a Multispecies Catch Report via VMS. This report is in addition to the daily Multispecies Catch Reports that are required when utilizing this exemption. The Multispecies Catch Report a vessel must send before switching codends must provide a good faith estimate of all fish caught by the vessel that day between 12:01 AM and the time of the report, and must fill out Step 5 indicating that it intends to use the exemption immediately after sending the report. After the vessel is in the Redfish Exemption Area and submits the required catch report, it may retrieve the 5.5-inch mesh codend from below deck and begin using it. The vessel may use a 5.5-inch mesh codend (or greater) for the remainder of the trip in Redfish Exemption Area.

9. Once a vessel sends the Multispecies Catch Report via VMS indicating that it is switching to the smaller mesh codend (Step 5), it is prohibited from fishing outside the Redfish Exemption Area.

10. The vessel must submit a final Multispecies Catch Report, in addition to other required Multispecies Catch Reports, and a Trip End Hail via VMS once it stops fishing and begins its return to port.

Summary Of All Redfish Exemption Trip Reporting Requirements

1. Submit a trip start hail declaring a redfish trip
2. Submit VTRs when switching chart area, gear, and/or mesh size.
3. Submit daily catch reports of all kept fish by 9 AM the following day.
4. Send a catch report of all kept fish since 12:01 AM of that day, with Step 5 completed.
5. Submit a final catch report and Trip End Hail at the end of the trip.

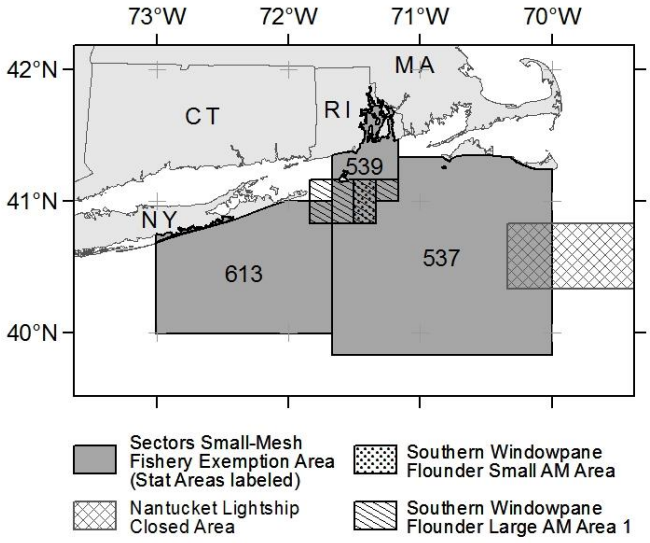
Monitoring Catch Thresholds

For all trips declaring the redfish exemption and targeting redfish under Part 2 of the trip, at least 50% of the total groundfish kept must be redfish. For observed trips (NEFOP/ASM) declaring the redfish exemption and targeting redfish under Part 2 of the trip, total groundfish discards (including redfish) may not exceed 5% of all kept fish. If after at least one month, it is determined that the sector is not meeting one of these two thresholds, NMFS will notify the sector and be given 30 days to modify fishing behavior in order to meet both thresholds. NMFS retains the authority to rescind the exemption if either threshold is not being met.

16. Prohibition on combining small-mesh exempted fishery and sector trips

The exemption applies to sector trips only and is intended to allow a vessel to catch small-mesh species after targeting groundfish. Under this exemption, a sector vessel must fish with trawl nets that meet current regulatory requirements and sector exemptions during the first part of the trip, but may switch to modified small-mesh gear for the second portion of the trip. The small-mesh portion of the trip must be fished in the Sector Small-Mesh Fishery Exemption Area, described below, and must use the modified small-mesh gear described below. A vessel may land whiting, longfin squid, mackerel, herring and other species permitted for retention in small-mesh exempted fisheries, provided the vessel still meets the requirements of those fisheries. For more information on small-mesh fishery exemptions and permitted species see: https://www.fisheries.noaa.gov/new-england-mid-atlantic/commercial-fishing/southern-new-england-exemption-area.

Vessels may not fish the small-mesh portion of their trip using this exemption in Southern Windowpane Accountability Measure Areas, where they overlap with the exemption area.



As shown above, the Sector Small-Mesh Fishery Exemption Area is comprised of Statistical Areas 537, 539, and 613, and is defined as the waters bounded by the following points, connected in the order listed by rhumb lines, except where otherwise noted:

POINT	W LONGITUDE	N LATITUDE	NOTE
A	70° 00'	41° 14.45'	(1)
B	70° 00'	39° 50'	
C	71° 40'	39° 50'	
D	71° 40'	40° 00'	
E	73° 00'	40° 00'	
F	73° 00'	40° 44.9'	(2)(3)
G	72° 1.8'	41° 00'	(3)(4)
H	71° 40'	41° 00'	
I	71° 40'	41° 21'	(5)(6)
J	71° 10'	41° 28.3'	(6)(7)
K	71° 10'	41° 20'	
L	70° 49.5'	41° 20'	(8)(9)
M	70° 26.96'	41° 21.05'	(9)(10)
N	70° 18.82'	41° 20.14'	(11)(12)
O	70° 18.30'	41° 19.76'	(12)(13)
P	70° 16.65'	41° 18.73'	(14)(15)
Q	70° 15.31'	41° 17.32'	(15)(16)
R	70° 14'	41° 17'	(17)(18)
A	70° 00'	41° 14.45'	(18)(1)

(1) Point A represents the intersection of 70°00'W longitude and the south coast of Nantucket, MA
(2) Point F represents the intersection of 73°00'W longitude and the south coast of mainland Long Island, NY
(3) From Point F to Point G along the south coast of mainland Long Island, New York (inclusive of bays)
(4) Point G represents the intersection of 41°00'N latitude and the southeast coast of Long Island, NY
(5) Point I represents the intersection of 71°40'W longitude and the coast of Rhode Island
(6) From Point I to J along the coast of Rhode Island, inclusive of Narraganset Bay
(7) Point J represents the intersection of 71°10'W longitude and the coast of Rhode Island
(8) Point L represents the intersection of 41°20'N latitude and the west coast of Martha's Vineyard, MA
(9) From Point L to Point M along the south coast of Martha's Vineyard
(10) Point M represents Wasque Point, Martha's Vineyard, MA
(11) Point N represents the west coast of Muskeget Island, Nantucket, MA
(12) From Point N to Point O along the southwest coast of Muskeget Island, Nantucket, MA
(13) Point O represents the south coast of Muskeget Island, Nantucket, MA
(14) Point P represents the northwest coast of Tuckernuck Island, Nantucket, MA

(15) From Point P to Point Q along the southwest coast of Tuckernuck Island, Nantucket, MA
(16) Point Q represents Smith Point on the southwest coast of Tuckernuck Island, Nantucket, MA
(17) Point R represents Esther Island, Nantucket, MA
(18) From Point R back to Point A along the south coast of Nantucket, MA

The modified small mesh gear must contain either:

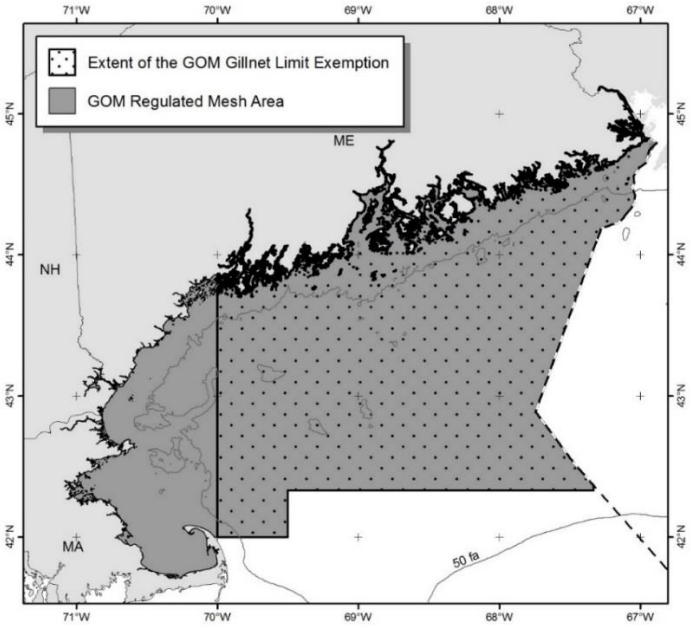
- A drop chain sweep with a minimum drop of 12 inches (30.48 cm) in length, with a 24-inch headrope setback; or
- a large mesh belly panel with a minimum mesh size of 32 inches (81.28 cm), with the meshes hung on the half (a hanging ratio of 2:1); or
- an excluder grate secured forward of the codend with an outlet hole forward of the grate with bar spacing of no more than 1.97 inches (5.00 cm) wide.

In order to use this exemption, the following additional conditions and restrictions apply:

1. Prior to leaving the dock, the vessel must declare a small-mesh trip through the VMS trip start hail by checking the box next to "Other Exemption (when directed by NMFS)" under sector exemptions.
2. A vessel declaring this exemption must render its small-mesh gear not available for immediate use, as defined by 50 C.F.R. § 648.2, when using large-mesh gear during the first portion of the trip.
3. Upon completing the large-mesh portion of the trip, the vessel must submit a Multispecies Catch Report via VMS with a good faith estimate of all catch on board and indicate that it intends to fish with smaller mesh (i.e. with Step 5 completed).
4. The date-time stamp of the Multispecies Catch Report indicates to Enforcement that the vessel is <u>now</u> in the second portion of the trip and is prohibited from redeploying its large-mesh gear.
5. Following submission of the Multispecies Catch Report, the vessel may deploy its modified small mesh gear in the areas described above and is prohibited from fishing outside of the small mesh exemption area. All other applicable regulations apply to this portion of the trip.
6. No fishing may occur under this exemption in areas overlapping the Southern Windowpane Flounder Accountability Measure Areas, regardless of whether or not accountability measures have been triggered.
7. The vessel must comply with the remaining requirements of a sector trip, including the submission of VTRs, a trip end hail, and a final Multispecies Catch Report.
8. A vessel fishing with this exemption must retain and land all legal-sized groundfish on both the regulated mesh and small-mesh portions of the trip.

17. [Not requested]
18. [Not requested]
19. Day gillnet limit in the Gulf of Maine

Day gillnet vessels may fish above the limit of 100 gillnets [specified in § 648.80 (a)(3)(iv)(B)(2)], up to 150 nets total. Any nets above the existing 100-net limit must have a minimum mesh size of 10.0 inches (25.4 cm) and must be fished east of 70 degrees West longitude. Vessels are limited to no more than 50 roundfish gillnets. Vessels must comply with the net tagging requirements at § 648.80(a)(3)(iv)(B)(4), which requires roundfish gillnets to be tagged with two tags per net, while flatfish gillnets may be marked with one tag per net; all gillnets fished must be tagged..



2.6.2. Exemption from Sector Operations Plan Provisions

Members may petition the sector Board for exemptions to sections of the operations plan which are exclusive to administration of the sector, as defined under Section 5.14. If a petition is approved by the Board, the sector will notify the NMFS of the approved exemption.

2.7. Inshore Gulf of Maine Cod Declaration Plan

A portion of Broad Stock Area 1 (BSA1) will be defined as an **Inshore GOM Zone** as follows: West of 70:15 longitude to the shoreline north to the Maine coast, westward, and south to Cape Cod.

If the trip CARRIES an observer or monitor (including electronic monitoring), the vessel may declare and execute its intent to fish inside the portion of BSA1 designated the Inshore GOM area, as well as any other area.

If the trip DOES NOT carry an observer or monitor, the vessel selects from these options:

1. If the vessel wishes to fish in the Inshore GOM Zone, the vessel must declare and execute its intent to fish inside BSA1 exclusively for the trip. It can't cross into the Georges Bank areas.

2. If the vessel wishes to fish outside of BSA1 (the Gulf of Maine) on a trip, it is prohibited from fishing in the Inshore GOM Zone.

Declarations will be made to the sector manager via the Trip Start Hail. If the Member declares more than one BSA on the trip, the Member is prohibited from conducting fishing activity West of the 70:15 in the area described above as the Inshore GOM and the Member must indicate acknowledgement of this restriction by transmitting a Trip Start Hail, through their VMS unit or third party software, and check the " Inshore Gulf of Maine" from the list of Sector Ops Plan Provisions in the Trip Start Hail.

3. REPORTING

3.1. Issue Tracking

The JIRA issue tracking application will be used to report all data quality issues to the appropriate personnel for research and correction activities.

3.2. Reporting to NMFS

The sector manager will submit a weekly, or daily, report (§ 648.87(b)(1)(vi)(B)) to NMFS that includes the:

- Sector Manager Detail Report: This provides information down to the sub-trip level about each sector trip for a given week, regardless of the completeness of the data. The information includes stock, gear, mesh categories, landing amounts, discards, and total catch.
- Sector Manager Trip Issue Report: This provides information about sector trips for a given week that have enforcement or other issues. The sector manager submits one Issue Report per reporting period.
- One of the following:

    - *Sector Manager ACE Status Report*: This provides the means for sector managers to report their ACE status calculations. This allows NMFS to cross-check totals, as stipulated in Amendment 16.
    - *Sector Manager Daily ACE Status Report*: This provides the means for sector managers to report their ACE status calculations on a daily basis if either of two "trigger points" (thresholds) has been reached in the current FY.

Weekly reports must include any enforcement or reporting compliance issues, including violations of Operations Plans (exclusive of defined administrative provisions), violations of regulations, or general problems with monitoring or sector operations during the reporting period.

4. CONSOLIDATION OF ACE AND REDIRECTION OF EFFORT

4.1. Consolidation of ACE

In FY 2020, 30% of the permits enrolled in the Sustainable Harvest Sector III for FYs 2021 and 22 are attached to vessels actively fishing for NE multispecies. For FYs 2021 and 2020, the Sustainable Harvest Sector III has 82 permits currently enrolled. Of those permits 25 are anticipated to actively fish for NE multispecies in FYs 2021 and 2022. While these numbers may change, the Sustainable Harvest Sector III expects that, compared to FY 2020, there would be a slight reduction in the consolidation that previously occurred among the members during FY 2020. Most of the member permits that are not attached to active NE multispecies vessels in FYs 2021 and 2022 are the same permits that did not fish in FY 2020. In most cases, a member who owns multiple permits fished the ACE (or DAS if in the common pool) of all those permits on fewer hulls and will now continue to fish the ACE contributed by all those permits on fewer hulls.

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4.2. Redirection of Effort

During FY 2019, no sector vessels switched fishing efforts into other fisheries. The members continued their historical participation in the scallop, monkfish, herring, mackerel, skate, dogfish, squid, whiting, and lobster fisheries for which they possess federal or state permits. Gears used were trawl, dredge, and trap.

During the first quarter of FY 2020, no sector vessels switched fishing efforts into other fisheries.

During FYs 2021 and 2022, Sustainable Harvest Sector III anticipates that no redirection of effort will take place.

5. ENFORCEMENT

5.1. Agreement Enforcement

Each of the Members and the Sector shall have the right to have any provision of this Agreement specifically enforced, through injunction, restraining order or other form of equitable relief.

Each Member agrees that the Sector, through its representatives, and/or any other Member may enforce this Agreement on behalf of the Sector and/or its Members.

Each Member agrees to take all actions and to execute all documents necessary or convenient to give effect to the enforcement procedures contemplated by this Agreement, the Harvesting Rules and any Schedule of Penalties.

5.2. Restrictions on Fishing Activity

The Members acknowledge they may be held jointly and severally liable for civil penalties to NMFS that result from any member causing the Sector to exceed its ACE; any member discarding legal sized allocated groundfish; any member or vessel operator misreporting their own catch and discards of allocated groundfish species to NMFS or the Sector Manager;

The Members further acknowledge and agree that monetary penalties could be inadequate recourse under such circumstances.

Therefore, the Members acknowledge and agree that each of them will comply with a "stop fishing" order from the Sector, which shall be issued by the Board, the Manager or the Infractions Committee, and each of the Members further agrees that if any Member fails to comply with such order, the Sector shall have the authority to obtain an injunction, restraining order or other equivalent form of equitable relief to give effect to such "stop fishing" order.

5.3. Joint and Several Liabilities

Sector members acknowledge and agree that they and the sector may be held jointly and severally liable for discarding legal sized fish, misreporting, and Annual Catch Entitlement (ACE) overages as specified in Federal regulations.

Sector members agree that violations by an individual member, for which all members may be jointly and severally liable, will be the sole responsibility of the individual member committing such violations, including all monetary fines and fishing restrictions imposed by the Sector and/or the National Marine Fisheries Service.

5.4. Infractions Committee

The President shall appoint an infractions committee (the "Committee") as necessary to ensure fair, consistent and appropriate enforcement of this Agreement, the Harvesting Rules, the Plan and other Sector requirements as adopted under the terms of this Agreement and the Sector's Bylaws.

The Committee will be comprised of at least three Board members excluding any Board member who may be subject to investigation. Such Committee member assignments shall be rotated.

The Committee shall recommend as necessary to the Board for its approval a schedule of penalties, which shall be similar in form to Exhibit A (the "Schedule of Penalties"), for any unauthorized fishing activities (whether under applicable laws, rules and regulations or otherwise) and for violations of this Agreement, the Harvesting Rules, the Plan and other Sector requirements as may be adopted under the terms of this Agreement or the Sector's Bylaws.

In addition, the Committee shall have the authority to take any number of enforcement measures against the Members for the non-payment of membership dues and/or poundage fees. Such enforcement measures may include expulsion of the violating Member under Section 3 and /or issuing a "stop fishing" order against such Member.

5.5. Procedures for Investigations

In addition to the Manager's authority to invoke penalties under the Schedule of Penalties, the Manager may, on his own, and shall, at the request of a Member, request that the Manager conduct an investigation of possible infractions of the Agreement, the Harvesting Rules, the Plan, or other Sector requirements as may be adopted under the terms of this Agreement or the Sector's Bylaws, by calling a meeting of the Committee and presenting it with the information that is the basis for the Manager's or Member's opinion that an infraction occurred.

All investigations will be reviewed by the Committee. If, upon the conclusion of such investigation, the Committee determines by an affirmative vote of a majority of its members that a violation of this Agreement, the Harvesting Rules, the Plan, or other Sector requirements (as may be adopted under the terms of this Agreement or the Sector's Bylaws) has occurred, it may impose any penalties prescribed in the Schedule of Penalties to the Member, its Permits and its Participating Vessels by the Sector, or issue "stop fishing" orders.

The Committee shall exercise all reasonable efforts to ensure that penalties and settlements are commensurate with the nature and extent of the violation, are designed to further the purposes of the Plan, and are uniform with those reached in similar circumstances.

All appeals from such Committee action shall be taken in accordance with Section 5.11 hereof. Each of the Members agrees to cooperate fully with the Manager and the Committee in such investigations and procedures (including cooperation with any requests for information or data that may be made by the Manager or the Committee).

5.6. Penalties for Violations

Any penalties that are imposed upon a Member by the Sector pursuant to the terms of this Agreement shall be in addition to, and not in lieu of, any other potential state or federal penalty that may be imposed upon such Member.

Sector members agree that penalties and assessments imposed on the Sector for violations committed by an individual member, for which all members may be jointly and severally liable, will to the maximum extent possible be the sole responsibility of the individual member committing those violations to reimburse the sector, including all monetary fines and ACE reductions imposed by the sector and/or the National Marine Fisheries Service.

5.7. Expulsion

5.7.1. Cause

The Members agree that any Member may be expelled from the Sector if the actions of such Member and/or its Participating Vessels (or the Participating Vessels' operators) seriously undermine and threaten the existence of the Sector, the actions of such Member and/or its Participating Vessels (or the Participating Vessels' operators) have exposed other Members of the Sector to monetary penalties and/or legal actions, such Member has been convicted of a serious crime, or such Member has not paid its membership dues and/or poundage fees as required by the bylaws.

5.7.2. Procedure

Any Member, the Committee or the Manager may submit to the Board a request to have a Member, its Permits and/or its Participating Vessels expelled from the Sector (the "Expulsion Request").

Such Expulsion Request shall be in writing and shall include an explanation of the basis for expulsion.

The Board shall vote on such Expulsion Request within fourteen (14) days of receipt of such Expulsion Request.

The affirmative vote of two-thirds of the members of the Board shall be required in order to expel a Member, its Permits and/or its Participating Vessels.

Expulsion shall be effective immediately upon the receipt of the requisite vote by the Board.

Board members cannot vote on the expulsion of one or more of their own vessels.

As required by 50 CFR Part 648.87 or any substitute or successor provision, a Member, its Permits and/or its Participating Vessels expelled during any fishing year may not fish outside of the Sector under a NE multispecies DAS program during the remainder of such fishing year.

Upon expulsion of any Member, its Permits and/or its Participating Vessels, the Manager shall immediately notify NMFS by email that the Member's Permits and/or Participating Vessels are no longer included in the Sector.

5.8. Notification to NMFS

If a member is expelled or has been issued a "stop fishing" order the Sector Manager will notify NMFS immediately by email or by telephone, and confirm NMFS has received the notice.

5.9. Penalties and Attorney's Fees

Penalties for any violations of this Agreement shall, be limited to the amounts set forth on the Schedule of Penalties plus all costs, fees and expenses, including attorney fees, incurred by the Sector or, in a case in which the Sector does not take enforcement action, by the Members bringing such action, in enforcing the provisions of this Agreement.

To the extent the Schedule of Penalties addresses such matter, the Members and the Sector hereby waive any claims to actual, direct, or indirect damages, and instead agree that payment of the amounts set forth on the Schedule of Penalties and costs of enforcement shall be their sole remedy for breaches of this Agreement.

In connection with any legal proceeding related to this Agreement, the non-prevailing party shall pay the prevailing party's reasonable costs and attorney's fees associated with the proceeding.

5.10. Application of Fines, Penalties, and Damages

All penalties, fines and/or other damages paid to the Sector shall, first, be applied to the cost of enforcement of such violations and, second, any remaining amounts shall be applied to the costs and expenses of the administration, management and preservation of the Sector.

Any funds remaining after the application of the foregoing sentence shall be used to further research into efficient management of groundfish stocks for the benefit of the

resource and those that harvest the resource.

5.11. Appeal from Committee Decision

If the Committee has determined that a Member has violated this Agreement or makes any other determination with respect to a Member under this Agreement (including, specifically, without limitation section on catch verification), such violating Member shall have five business days following the date of the Committee's determination to request reconsideration of the enforcement or other action and/or propose an alternative form of penalty.

Such request shall be made in writing and shall be addressed to the Board.

The Board may, in its sole discretion, grant or deny any request for reconsideration and may, in its sole discretion, approve or disapprove any alternative form of penalty; provided, that the Board shall exercise all reasonable efforts to ensure that penalties and settlements are commensurate with the nature and extent of the violation, are designed to further the purposes of the Plan are uniform with those reached in similar circumstances.

5.12. Dispute Procedures

Prior to instituting any litigation or other dispute resolution, the parties shall follow applicable procedures set forth in this Agreement for the resolution of such dispute.

Any appeals taken with respect to any dispute that arises in connection with this Agreement shall be taken in the federal district court in Portland, Maine or, if said court does not have jurisdiction, in such courts in the State of Maine that do have jurisdiction.

5.13. Indemnification

Each party that violates this Agreement (the "Indemnitor") hereby severally agrees to indemnify, defend and hold harmless the other parties hereto (each, an "Indemnitee") in respect of their respective Losses; provided that such losses result or arise from a third party claim or governmental proceeding brought against or involving the Indemnitee, which is based on or relates to this Agreement violation of applicable laws, rules or federal fishery regulations or breach of any covenant, agreement or obligation contained in this Agreement, the Harvesting Rules or other Sector requirements as may be adopted under the terms of this Agreement or the Sector's Bylaws.

The indemnification obligations of the parties shall be joint and several.

For the purposes of this Section, "Losses" shall mean any and all claims, liabilities, obligations, judgments, liens, injunctions, charges, orders, decrees, rulings, damages, dues, assessments, taxes, losses, fines, penalties, expenses, fees, costs, amounts paid in settlement (including reasonable attorneys' and witness fees and disbursements in connection with investigating, defending or settling any action or threatened action)

arising out of any claim, complaint, demand, cause of action, action, suit or other proceeding asserted or initiated or otherwise existing.

The obligations under this Section shall survive the termination of this Agreement and the expulsion of any Member pursuant to Section 2.7.

5.14. Administrative Enforcement

The following sections of the operations plan are exclusive to administration of the sector:

- 1.1
- 2.1 inclusive
- 2.2.1, 2.2.4, 2.2.7. 2.2.9.2, 2.2.9.3
- 2.3 inclusive
- 2.4
- 2.7
- 5 inclusive, excepting 5.3

5.15. Schedule of Penalties

Penalty Schedule			
VIOLATION	**FIRST**	**SECOND**	**THIRD**
VIOLATIONS REGARDING PERMITS, REPORTING, DOCUMENTATION, EXEMPTION PERMIT REQUIREMENTS			
All Violations including but not limited to: providing false statements or supporting documentation on applications or reports to the Sector; late or non-reporting; failure to comply with a permit condition/ restriction/ letter of authorization or exemption issued by the Sector; providing false statements or failing to comply with VMS/DAS requirements (technical and minor violations may result in a letter of warning); Exceeding ACE and not acquiring additional ACE to replace it.	Up to $5,000 (and/or stop fishing order) plus the cost of the sector acquiring additional ACE, and all legal and administration fees	Up to $10,000 (and/or stop fishing order) plus the cost of the sector acquiring additional ACE, and all legal and administration fees	Up to expulsion and all legal and administration fees, and/or up to $10,000 + (and/or stop fishing order) plus the cost of the sector acquiring additional ACE, and all legal and administration fees
VIOLATIONS REGARDING TIME AND AREA RESTRICTIONS			
All violations including, but not limited to: exemption areas, closed fisheries, closed seasons, restricted gear/management areas and Days at Sea violations.	Up to $50,000 (stop fishing order for 30 days) and all legal and administration fees	Up to $100,000 (unable to fish for the remainder of the fishing year) and all legal and administration fees	Up to expulsion and all legal and administration fees
VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK			
All violations including but not limited to a violation of a stop order, entering a closed area, transfer of fish from a non-Sector vessel to a Sector vessel, subverting the reporting requirements (misappropriating landings) or any other action which could cause the sector to be in violation of its agreement.	Up to $50,000 (loss of fishing rights for 365 days) and all legal and administration fees	Up to expulsion and all legal and administration fees	
VIOLATIONS REGARDING MEMBERSHIP COMMITMENT			
Violation of 50 CFR Part 48 or failing to remain in the Sector for the Commitment Period (i.e., breach of Section 2.03 of the Agreement).	Up to $10,000 and all legal and administration fees	N/A	N/A
VIOLATIONS REGARDING ASM AND EM REQUIREMENTS			
Violation which places the sector's ability to comply with requirements of the ASM and/or EM program in jeopardy.	Written notice	Written notice, up to Stop Fishing notice until remedy implemented	Written warning, up to Stop Fishing notice until remedy implemented

6. APPENDIX 1: SHS3 BOARD OF DIRECTORS

Frank Patania

Tory Bramante

Bud Fernandes

James Odlin

Maggie Raymond

Ian Mayo

Marshall Alexander

7. APPENDIX 2: SHS3 CORPORATE CERTIFICATE OF STANDING

William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

Date: January 29, 2021

To Whom It May Concern :

I hereby certify that according to the records of this office,

SUSTAINABLE HARVEST SECTOR III, INC.

is a domestic corporation organized on **August 12, 2010**

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 180 section 26 A, for revocation of the charter of said corporation; that the State Secretary has not received notice of dissolution of the corporation pursuant to Massachusetts General Laws, Chapter 180, Section 11, 11A, or 11B; that said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.

In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 21020012680
Verify this Certificate at: http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx
Processed by: mas

APPENDIX 3: ASM PROGRAM DESCRIPTION

The Northeast Fisheries At-Sea Monitor Program

National Marine Fisheries Service, Northeast Fisheries Science Center

C.1 BACKGROUND OVERVIEW

The National Oceanographic and Atmospheric Administration ’s (NOAA) mission is to understand and predict changes in the Earth’s environment and conserve and manage coastal and marine resources to meet our Nation’s economic, social, and environmental needs. NOAA’s National Marine Fisheries Service (NMFS) supports the overall NOAA mission by focusing on stewardship of living marine resources through science-based conservation and management and the promotion of healthy ecosystems.

NMFS is responsible for the management, regulatory compliance, economic data and protection of living marine resources within the United States Exclusive Economic Zone. NMFS also plays a supportive and advisory role in the management of living marine resources in coastal areas under state jurisdiction. It provides scientific and policy leadership in the international arena, and implements international conservation and management measures as appropriate.

Under this mission, the goal is to optimize the benefits of living marine resources to the Nation through sound science and management. This requires a balancing of multiple public needs and interests in the sustainable benefits and use of living marine resources, without compromising the long-term biological integrity of coastal and marine ecosystems.

Many natural and human-related factors affect the status of fish stocks, protected species and ecosystems. Although these factors cannot all be controlled, available scientific and management tools enable the agency to have a strong influence on many of them. Maintaining and improving the health and productivity of these species is the heart of the NMFS mission. These activities will maintain and enhance current and future opportunities for the sustainable use of living marine resources as well as the health and biodiversity of their ecosystems.

NMFS has three objectives in its mission to protect, restore, and manage the use of coastal and oceanic resources:

- Protect and restore ocean, coastal, and Great Lakes resources
- Recover protected species
- Rebuild and maintain sustainable fisheries.

NMFS will measure its performance against these objectives using the following measures:

1st: Increased number of coastal and marine ecosystems maintained at a healthy and sustainable level

2nd: Increased social and economic value of the marine environment and resources (e.g., seafood, recreation, and tourism)

3rd: Increased number of acres and stream-miles restored for coastal and ocean species

4th: Increased number of protected species in a stable condition or in an upward trend

5th: Increased number of managed species that are at optimum levels

6th: Improved ecological conditions in coastal and ocean protected areas

Additionally, Amendment 16 to the Northeast (NE) Multispecies Fishery Management Plan (FMP) was developed by the New England Fishery Management Council (Council) as part of the biennial adjustment process established in the FMP to update status determination criteria for all NE multispecies (groundfish) stocks; adopt rebuilding programs for groundfish stocks newly classified as being overfished and subject to overfishing; and revise management measures necessary to end overfishing, rebuild overfished groundfish stocks, and mitigate the adverse economic impacts of increased effort controls. In addition, Amendment 16 would implement new requirements for establishing allowable biological catch (ABC), annual catch limits (ACLs), and accountability measures (AMs) for each stock managed by the FMP, pursuant to the Magnuson-Stevens Fishery Conservation and Management Act (Magnuson-Stevens Act), as revised. This action is necessary to address the results of the most recent stock assessment that indicates that several additional groundfish species are overfished and subject to overfishing and that stocks currently classified as being overfished require additional reductions in fishing mortality to rebuild by the end of existing rebuilding periods.

The Northeast Fisheries Science Center (NEFSC), National Marine Fisheries Service (NMFS) is required to collect scientific, management, regulatory compliance and economic data for fisheries by placing At-Sea Monitors aboard U.S. domestic fishing vessels participating in the groundfish multispecies Fisheries Management Plan. These data cannot be obtained at the dock or on Government research vessels. These data are needed for the management and monitoring of Annual Catch Limits and groundfish sectors.

Every sector should equally be covered at 15% (10% by At-Sea Monitors and 5% by NEFOP observers). The coverage rates apply to the trip level. At-Sea Monitors will be systematically assigned by NMFS to a vessel to ensure the coverage is fair and even. Several types of fishing gear may be used: longline, trawl, and gillnet. A monitored trip must be a trip where landings of groundfish occur (a “groundfish”, “skate” or “monkfish” trip as defined in Amendment 16). At-Sea Monitoring standards will be consistent with the final regulations implemented under Amendment 16, unless further specified by NMFS. As described in the rule, Northeast Fisheries Observer Program (ASM) observers take precedence over At-Sea Monitors for vessel placement when deployments overlap.

C.2 AT-SEA MONITOR PROGRAM OBJECTIVES

NMFS has an extensive program to monitor and observe living marine resources and associated communities to provide information on biota, their habitats, and the human activities and actions that may impact coastal and ocean ecosystems. Data are the foundation of scientific advice, which provides information to management to support decision-making. A more consistent flow of high quality, credible information is required to improve decision-making. To collect the quantity and quality of data necessary, NMFS intends to improve its capacity to conduct surveys and to conduct research and studies for better understanding of ecosystems. These efforts rely on extensive collaboration with fisheries participants and other stakeholders in the living marine resource decision process.

At-Sea Monitors are the only independent data source for some types of at-sea information such as bycatch composition and mortality, and marine mammal, sea bird and sea turtle interactions. Although vessel self-reporting is often utilized, only limited data collection demands can reasonably be placed on the captain and crew. In addition, the reliability of self-reported information is a concern for scientists and policy makers, who use the data to make fishery management decisions for the purpose of maintaining the nation's marine resources.

Currently, more than 500 At-Sea Monitors are deployed in 11 At-Sea Monitor programs most of which are administered through NMFS 6 regional Fisheries Science Centers (FSC). Increasing NMFS At-Sea Monitor data coverage is essential to reliably estimating catch and bycatch and helping to implement programs to reduce bycatch. Additional benefits of enhanced At-Sea Monitor programs are near real-time monitoring of biological and environmental conditions and sampling opportunities not available from dockside sampling. This includes information on marine mammals, turtles and seabirds, resource abundance, contaminants, habitat, life history, and other basic biological information.

NMFS is required to collect scientific, management, regulatory compliance, and economic data for fisheries by placing At-Sea Monitors aboard U.S. domestic fishing vessels. These data cannot be obtained at the dock or on Government research vessels. These data are needed for the management of fisheries occurring in the U.S. Exclusive Economic Zone (EEZ) and the high seas beyond the EEZ.

NMFS desires contractor support, as described below, to satisfy these requirements.

C.3 SCOPE AND OUTCOMES

The contractor shall provide and retain the necessary qualified personnel, material, equipment, services, and facilities (except as otherwise specified) to perform quality environmental, and fisheries operations data collection, data analysis, and information dissemination for the Northeast Fisheries Science Center (NEFSC) Data quality is of the utmost importance. Quality data collection, analysis, and dissemination are expected to increase the critical information gathered for stock assessments to manage the species.

This Statement of Work (SOW) defines the requirements and services necessary to provide program continuity, integrity, and productivity.

C.3.1 Policies and Regulations

In addition to the Federal Acquisition Regulation (FAR) clauses referred to and listed herein of this Request for Proposal (RFP), the contractor shall comply with the Federal Regulations, Acts, Executive Orders, Special Publications, Guidelines, NOAA Directives and Policies and standards listed below. This listing is not all-inclusive and is not intended to relieve the contractor of its responsibilities for identification of applicable statutes, regulations and procedures and compliance therewith, when performing work under this SOW.

- Magnuson-Stevens Fishery, Management, and Conservation Act (MSA)
- Marine Mammal Protection Act (MMPA)

- Endangered Species Act (ESA)
- Data Quality Control Act (P.L. 106-514)
- Information Technology Security Policy
- Fisheries Management Plans (FMP)
- Biological Opinions (BO)
- Take Reduction Team (TRT)
- NOAA Safety Standards
- Fair Labor Standards Act (FLSA)
- Service Contract Act (SCA)
- Department of Labor Wage Determinations
- Applicable Federal and State labor laws
- At-Sea Monitor Health and Safety regulations
- Federal, state, and local safety regulations
- Merchant Marine Act (Jones Act) and General Maritime Law
- U.S. Longshore and Harbor Worker's Compensation Act

C.4 PERFORMANCE WORK STATEMENT

The contractor shall meet all requirements of the SOW.

C.4.1 Management Requirements

C.4.1.1 Project Management

The contractor shall perform all Project Management functions including contract, technical, personnel, administrative, logistic, quality, business, and other management functions that are necessary to execute the total effort required by this SOW. The contractor shall provide all personnel and other resources, except as otherwise specified in this SOW, necessary to accomplish these functions. The contractor shall effect these management functions through an integrated management approach, including cost, schedule, and technical performance within an acceptable project management framework. The contractor shall develop and submit to NMFS a Project Management Plan (as further defined in Section F.5.2) for approval that details how the contractor will manage the contract and its At-Sea Monitor program.

C.4.1.2 Project Manager

The contractor shall assign a Project Manager to be the focal point for communications between NMFS and the contractor. The assigned Project Manager shall be designated as Key Personnel for this contract (per Section H.7). Ensure that all key personnel attend any refresher trainings for At-Sea Monitors. For a specific job description see Section J, Attachment 2, Labor Category Classifications and Job Descriptions.

C.4.1.3 Coordinators

The contractor shall assign coordinators as needed to coordinate At-Sea Monitor deployment and provide At-Sea Monitor support services. The coordinator shall be designated as key personnel under this contract (per section H.8). All coordinators are

required to maintain current At-Sea Monitor Certification. Ensure that all key personnel attend any refresher trainings for At-Sea Monitors. For a specific job description see Section J, Attachment 2, Labor Category Classifications and Job Descriptions.

C.4.1.4 Management Reporting and Coordination

The contractor shall prepare and submit to the Contracting Officer (CO) , Contracting Officer's Technical Representative (COTR) a monthly Status Report, as listed in Section F.5.1, that provides information on project status to include, contract award-to-date financial expenditures; At-Sea Monitor retention status; any problems or issues encountered; and other information as may be requested by the COTR.

C.4.1.5 Performance Measures

The contractor shall monitor and meet all requirements as stated in the SOW.

C.4.2 Operational Requirements

At-Sea Monitors are deployed, in accordance with coverage rates developed by NMFS and as assigned through the Pre-Trip Notification System (PTNS), to vessels. Due to availability of funding, changes in the fishery management, such as emergency closures, court ordered closures, weather, and unforeseen events must remain flexible. Additional funding for sea days may be added to the contract within the scope and maximum allowable sea days.

The following items define the operational services to be provided by the contractor under this contract.

C.4.2.1 At-Sea Monitor Recruitment and Retention Requirements

The recruitment and retention of fully qualified At-Sea Monitors is essential to successful performance under the contract. At-Sea Monitors shall be employees of the contractor. The contractor shall provide sufficient qualified At-Sea Monitors to complete the mandated coverage requirement by selecting the best candidates.

The contractor shall describe their strategy for recruiting qualified candidates and retaining their services, as referenced in Section F.5.4. The contractor shall manage its At-Sea Monitors to retain both experienced and new At-Sea Monitors. The contractor is encouraged to provide incentives for superior performance demonstrated by their work force.

C.4.2.2 Eligibility Requirements

C.4.2.2.1 Educational Qualifications

Collecting marine fisheries data during fishing activities requires speed and accuracy. At-Sea Monitors must possess the minimum educational and experience requirements and specific psychological and physical qualities cited in the Minimum At-Sea Monitor Qualifications for educational requirements (Section J, Attachment 3, NMFS At-Sea Monitor Eligibility Requirements).

C.4.2.2.2 Non-Conflict of Interest

Section J, Attachment 4 (Statement of Non-Conflict of Interest)

C.4.2.2.3 Physical/Medical Condition

Section J, Attachment 5 (Physical Standards & Acknowledgement of Risks)

C.4.2.2.4 Communication Skills

At-Sea Monitor candidates must be able to clearly and concisely communicate verbally and in writing in English.

C.4.2.2.5 Citizenship or Ability to Work Legally in the United States

At-Sea Monitor must be a U.S. Citizen, or a non-citizen who has a green card, TN Authorization, H1 visa, or valid work visa, and a social security card.

C.4.2.2.6 Statement of No Criminal Conviction

Section J, Attachment 6 (Statement of No Criminal Conviction)

C.4.2.2.7 CPR and First Aid Requirements

At-Sea Monitors shall obtain and maintain current certification for CPR by the American Red Cross or American Heart Association (AHA) or other as approved by the COTR. Completion of a basic First Aid class is also required before the start of training. A copy of CPR and First Aid certification(s) for all At-Sea Monitors will be provided to NMFS 7 calendar days prior to the first day of training and annually thereafter.

C.4.2.2.8 At-Sea Monitor Standards of Conduct

At sea, At-Sea Monitors work in a self-supervised capacity and shall maintain high standards of conduct. At-Sea Monitors shall maintain a professional, objective demeanor at all times. At-Sea Monitors shall comply with these standards and those set forth in the Standards of Conduct (Section J, Attachment 7, At-Sea Monitor Standards of Conduct).

C.4.2.3 Observer/At-Sea Monitor Duties and Data Collection Requirements

1) General Observer Duties and Data Collection Requirements – Fishery Observer I, II, and III
    a) Observers/At-Sea Monitors shall collect scientific, management, compliance, and other data at sea through interviews of vessel captains and crew; observations of fishing operations; sampling catch; measuring selected portions of the catch and fishing gear; and collecting samples. Observer/At-Sea Monitor coverage is mandated by a number of statutes and is an integral part of the regulations. These authorities empower the observer/At-Sea Monitor to perform certain functions aboard vessels as well as afford protection to the observer/At-Sea Monitor against interference and intimidation in the course of performing his/her duties.

b) Observer/At-Sea Monitors shall collect data on fishing effort, location, retained catch and discarded catch for each gear deployment that occurs while the observer/At-Sea Monitor is aboard the vessel. The At-Sea Monitor Sampling Manual describes data collection protocols for gear deployment that the observer/At-Sea Monitor sees as well as those not observed.

c) Observer/At-Sea Monitors shall collect length samples from segments of the catch. Observer/At-Sea Monitor protocols, priorities, and data/sample collection procedures are detailed in the At-Sea Monitor Manual.

d) Observer/At-Sea Monitors shall collect information on any incidentally captured sea turtles, including, but not limited to, location of take, biopsies, measurements, photos, and any other information. Observer/At-Sea Monitors shall also collect information on any marine mammals or other protected species interactions. When protected species are caught, the primary responsibility of the observer/At-Sea Monitor shall be to handle and release the protected species.

e) Observers shall participate in all training, briefings and debriefings as required by the COTR. Observer/At-Sea Monitors shall participate in port orientations, if offered by NMFS and requested by the COTR (Section B – Supplies or Services and Prices/Costs Training CLIN 0003, 1003, and CLIN 2003. Debriefing of the observer/At-Sea Monitor ensures that the data are complete and as accurate as possible before computer audits are run. Debriefing also provides immediate feedback to the observer/At-Sea Monitor in the field and errors can be corrected immediately. Debriefings shall occur on a regular basis and as frequently as possible either by email, phone or in person. Debriefings shall consist of but are not limited to:

   i) Reviewing sampling methods and answering Observer/At-Sea Monitor questions;
   ii) Reviewing preliminary data;
   iii) Correcting any data errors;
   iii) Reviewing any other past errors or changes in sampling techniques or recorded on forms;
   iv) Reviewing any logistical problems or concerns encountered by the observer/At-Sea Monitor; and
   v) Testing observer/At-Sea Monitor ability to adhere to sampling protocol
   vi) Checking gear calibration
   vii) Providing the observer/At-Sea Monitor with any updates on modifications to sampling procedures or other program information.

f) Observer/At-Sea Monitors who encounter captains or vessels' owners operating in fisheries requiring mandatory observer/At-Sea Monitor coverage that refuses to accept the observer/At-Sea Monitor on their vessel for deployments shall provide documentation of the refusal to NMFS. This documentation shall be provided via e-mail or hard copy to the Branch Chief of the Fisheries Sampling Branch on the day of the event. This documentation shall be of sufficient substance and detail to be usable for NMFS enforcement actions. Narrative shall be provided to completely answer the following guideline questions: who, what, when, and where. This shall be reported on the Incident Report Form (Section J, Attachment 8, Incident Report Form).

g) Observer/At-Sea Monitors shall send in the whole animal or take a photo of all species encountered the Species ID Verification Program quarterly to NMFS (Section J, Attachment 9, Species Verification Program). Failure to do so may result in an observer/At-Sea Monitor's change in status (i.e., pre-probation, probation, and decertification).

2) Fishery Observer/At-Sea Monitor I – Performance Requirements and Labor Category Definition - The Fishery observer/At-Sea Monitor I shall meet and perform all the General Requirements specified in C.4.3.2a and the following:

a) Performs routine tasks associated with recurring and continuing work according to prescribed or established procedural standards and technical methods assigned.
b) Assures that tasks are completed, data developed, methods used in securing and verifying data are technically accurate and in compliance with instructions and established procedures.
c) Makes estimates of amounts and species composition of fish caught, retained and discarded, using at a minimum, simple, single stage sampling techniques and dichotomous keys.
d) According to established standards and detailed procedures, records data on appropriate forms and logs, some of which may be electronic.
e) Maintains field equipment and supplies.
f) Collects scientific, management, compliance information, and make observations of fishing operations.
g) Use and complete a pre-boarding vessel safety checklist.
h) Measures selected portions of catch including incidentally caught marine mammals, sea birds and sea turtles.
i) Uses calculator and/or PC for calculations and recording data.
j) Obtains, enters and transfers data electronically.
k) Obtains and records information on gear characteristics of fishing gear types while working either on board vessels, on an alternative platform, or at a shore-based facility.
l) Uses interpersonal and communication skills to contact fishermen and schedule observer/At-Sea Monitor sampling trips.
m) Observes and documents compliance with fishery regulations, and write affidavits as required.

3) Fishery Observer/At-Sea Monitor II - The Fishery observer/At-Sea Monitor II shall meet and perform all the General Requirements specified in C.4.3.2a, perform all duties of Fishery observer/At-Sea Monitor I and the following additional duties:

a) Independently executes duties, while learning when and how to resolve exceptions and special problems.
b) Estimate amounts and species composition of fish caught, retained and discarded, utilizing knowledge of various statistically valid sampling methods and dichotomous keys.
c) Measure selected portions of catch including incidentally caught marine mammals, sea birds and sea turtles.
d) Uses calculator and/or PC for calculations and recording data.

4) Fishery Observer/At-Sea Monitor III - The Fishery Observer/At-Sea Monitor III shall meet and perform all the General Requirements specified in C.4.3.2a, perform all duties of Fishery observer/At-Sea Monitor II and the following additional duties:

a) May act as field coordinator of lower graded fishery observer/At-Sea Monitors.
b) Demonstrates extensive familiarity of methods, procedures and management to ensure proper day-to-day operations.
c) Shifts from one type of responsible technical assignment to other types, which are different in terms of equipment used, of data used, and uses to which data will be put.
d) Makes estimates of amounts and species composition of fish caught, retained and discarded, utilizing knowledge of various statistically valid sampling, sub-sampling methods and dichotomous keys.
e) According to established standards and detailed procedures, records data on appropriate forms and logs, some of which may be electronic and provide recommendations for updates.
f) Oversees the maintenance of field equipment and supplies.
g) Collect scientific, management, compliance information, observations of fishing operations, measure selected portions of catch including incidentally caught marine mammals, sea birds and sea turtles.

C.4.2.3.1 Data Deliverables

Electronic data entry by At-Sea Monitors is required in addition to required paperwork, and shall be managed by the contractor in coordination with the COTR. Submission of At-Sea Monitor data to the NMFS shall be accomplished in a timely manner. The contractor shall work with the COTR to establish the appropriate means to transfer the electronic data to the COTR.

5) Delivery of paper log data shall be received within 5 calendar days (120 hours) of the vessel landing as referenced in Section F.5.5.

2) Delivery of electronic data shall be received within 2 calendar days (48 hours) of the vessel landing as referenced in Section F.5.6.

3) Delivery of biological specimens (whole fish samples) shall be received within 5 calendar days (120 hours) of the vessel landing as referenced in Section F.5.7.

At-Sea Monitors shall send any written data and biological specimens directly to NMFS. The Government will provide shipping and supplies. At-Sea Monitors shall assure that biological samples or whole animals requiring freezing are received by the nearest NMFS freezer facility within twenty-four (24) hours of vessel landing. NMFS has freezers located in major fishing ports (Section J, Attachment 10, Freezer Locations). The transfer or transport of the frozen samples or animals must be received by NMFS (At-Sea Monitor Training Center) within 5 calendar days of the trip landing, unless a delay is authorized by the COTR. Costs for travel associated with transport of biological samples will be reimbursed under the travel provision section herein (Section B Supplies or Services and Prices/Costs Travel CLINS 0002, 1002 and 2002).

C.4.2.3.2 At-Sea Monitor Communication

At-Sea Monitors shall maintain regular contact with their assigned NMFS editor/debriefer. All At-Sea Monitors shall call their editor/debriefer prior to making a trip in a fishery or program covered for the first time or as requested. At-Sea Monitors shall return phone calls or reply to email questions as soon as realistically possible (i.e., before departing on a multi-day trip). NMFS can request that an in-person meeting occur with an At-Sea Monitor at any time. These meetings will take priority over accomplishment of the sea day schedule. All travel costs associated with required in person debriefings, exit interviews and meetings with NMFS will be reimbursed under the travel provision section herein (Section B Supplies or Services and Prices/Costs Travel CLINS 0002, 1002 and 2002) and the At-Sea Monitor hourly rate will be reimbursed under the hourly rate provision section herein (Section B Supplies or Services and Prices/Costs Hourly Rate At-Sea Monitor CLINS 0004, 1004 and 2004). NMFS staff will provide written memo updates to the contractor regarding any new or changed sampling
protocols, data collection procedures, or other collection or reporting procedures. The contractor shall make certain that At-Sea Monitors comply with changes, as applicable.

Require that any At-Sea Monitor who leaves the program come into the At-Sea Monitor Training Center complete all exit procedures including an in-house exit interview with NMFS (Section J, Attachment 11, Exit Procedures) within 30 days from landing from their last trip.

Provide the primary port, contact information(full name, mailing address, residential address, e-mail address, cell phone number, home number, emergency contact name and phone number, and working status (full time or part time). If there is a change made to any variables in the list, an updated list shall be provided to NMFS immediately (Section F.5.8).

C.4.3 At-Sea Monitor Support Services

C.4.3.1 Logistic and Operation Support for At-Sea Monitor Deployment

The contractor shall provide complete logistical and operational support to At-Sea Monitors throughout their employment. The contractor's approach to supporting At-Sea Monitors shall be detailed in the proposal.

C.4.3.2 Training and Debriefings

Attachment 34, HR Bulletin 103, provides policy and guidance on training for non-government employees. At least 95% of new At-Sea Monitor recruits are expected to pass the required training course (Section J, Attachment 12, ASM Training Standards) and the required physical examination (Section J, Attachment 5, Physical Standards & Acknowledgement of Risk).

Training costs are reimbursable and are intended to include all costs associated with At-Sea Monitor training (both initial training and refresher trainings), including, but not limited to, salary during the training period, per diem (meals & reimbursements and lodging), miscellaneous equipment for use during training (as authorized or requested by

the Government – Section B Supplies or Services and Prices/Costs Training CLINS 0003, 1003 and 2003).

At-Sea Monitor candidates shall undergo an initial 2-week certification training session with NMFS. A series of tests will be administered during this training that candidates must prior to certification. Candidates must demonstrate their potential to collect accurate field data, and react to unfamiliar situations at sea in a professional manner. NMFS personnel as well as specialists in other areas such as vessel safety shall conduct training. Refresher training sessions will be conducted when data logs or protocols change, at the discretion of the COTR, or when there has been over six months service interruption for the At-Sea Monitor. At-Sea Monitors shall be required to attend an annual refresher course for data collection, species identification, and vessel safety. In order for the At-Sea Monitor to maintain a current certification they must successfully complete the recertification training. Three trainings are scheduled for each year (planned trainings will be posted on the FSB website). The contractor shall provide NMFS with at least 45 calendar days prior notice when a training session is needed and identify any foreign nationals that may be attending training (it takes a minimum of 30 working days for foreign national clearance) as referenced in Section F.5.9. For extenuating circumstances, additional trainings may be scheduled at the Government's discretion. Attendance by key personnel at training is required for at least two days each week of training.

The contractor shall submit to NMFS, at least 30 calendar days before the beginning of the training, the following information as referenced in Section F.5.10:

- a list of the potential candidates names for review by NMFS
- a hard copy (mailed to the COTR) of each candidates resume
- a hard copy (mailed to the COTR) of the candidates college transcript
- a hard copy (mailed to the COTR) of reference checks from three individuals for each candidate (name of individual providing reference, association with At-Sea Monitor, how long they have known the candidate, contact information (phone number, e-mail), and information about the At-Sea Monitor's past performance)

The contractor shall submit to NMFS, at least 14 calendar days before the beginning of the training, the following information as referenced in Section F.5.11:

- an updated list of candidates
- a medical report for each candidate substantiating the individual's medical qualifications for the job
- online security clearance electronic forms must be initiated by candidates (Section J, Attachment 13, Security Background Instructions)

The contractor shall submit to NMFS, at least 7 calendar days before the beginning of the training, the following information as referenced in Section F.5.12:

- Final list of candidates attending upcoming training session
- CPR and First AID Certificate

NMFS may require additional information regarding At-Sea Monitor candidates and should be consulted regarding any for which proposed candidate there is some question regarding qualifications. Should substitution of At-Sea Monitors be required, the

contractor shall also provide their pertinent information to the COTR prior to such substitution. The Government retains the right to reject any At-Sea Monitor proposed by the contractor if his or her qualifications do not meet the qualifications specified in paragraph C.4.2.2, Eligibility Requirements, or if their work has been performed at an unsatisfactory level on previous projects, or if their behavior on other projects has been disruptive.

The contractor shall provide the status of its At-Sea Monitor training approvals completed and in process in its Monthly Status Report (Section F.5.1).

NMFS training curriculum is detailed in the ASM training agenda (Section J, Attachment 14, ASM Training Agenda).

An At-Sea Monitor's first 4 deployments and the resulting data shall be immediately edited and approved after each trip by NMFS prior to any further deployments by that At-Sea Monitor (Section J, Attachment 15, ASM Training Trip Policy). During the At-Sea Monitor's first 4 deployments, in order for them to go on their next trip, their data must be received, edited and the At-Sea Monitor must be "cleared" by NMFS to sail on their next trip. This notification will be sent via e-mail to the At-Sea Monitor's provider. The At-Sea Monitor cannot be deployed until the e-mail notification has been sent by NMFS. If the data quality is considered acceptable the At-Sea Monitor will become certified. If the data quality is not considered acceptable, the At-Sea Monitor will not be certified by NMFS at that time.

The first trip an At-Sea Monitor takes after completing the initial 2-week training course will be accompanied by either a NMFS member or a certified trip trainer. Certified trip trainers are current At-Sea Monitors under this contract and are certified by NMFS. In order to become a trip trainer, the contractor must request to NMFS the names of the At-Sea Monitor they would like certified. NMFS would then assign a NMFS staff member to accompany the trip trainer candidate on a future trip. If approved by NMFS the At-Sea Monitor would become a trip trainer. Contractor responsibilities consist of finding vessels that are willing to take two (2) At-Sea Monitors, setting up the logistics of the trip, and communicating with NMFS regularly providing updates on the status of the trip (Section J, Attachment 16, Trip Trainer Certification Program).

At-Sea Monitor trip trainers taking their training assignment trips with NMFS personnel may bill the cost of a seaday under CLINS 0003, 1003 and 2003. When two At-Sea Monitors are on a vessel for the days a certified At-Sea Monitor trip trainer is accompanying a new At-Sea Monitor then the new At-Sea Monitor should be billed under CLINS 0001, 1001 and 2001. The certified trainer would be billed as a seaday under CLINS 0003, 1003 and 2003. NMFS determines the number of trainers needed based on how many At-Sea Monitors are currently working, what the demand for new At-Sea Monitors is, and what the projected training schedule looks like. NMFS currently has 12 certified At-Sea Monitor trip trainers and would expect to maintain that level. At-Sea Monitors certified as trip trainers must be geographically representative of the ports ASM At-Sea Monitors cover to accommodate all new trainees.

Key personnel will be expected to attend any other periodic NMFS required trainings related to the ASM program that could impact At-Sea Monitor protocols, such as program manual update trainings or changes to the Pre-Trip Notification System. One

key personnel is required per all trainings, however, NMFS encourages all available staff attend periodic trainings that relate to changes in the ASM program or sampling protocols for their own education. A key personnel is required to attend two days per week of each training and all the days of refresher training.

Compensation for the At-Sea Monitor's time at the refresher training and all other training as well as meals & reimbursement (M&I) and lodging will be reimbursed by NMFS (Section B – Supplies or Services and Prices/Costs Training CLINS 0003, 1003, and 2003). Costs for travel to and from the training center will not be covered by NMFS.

Per Diem and lodging during weekends are reimbursable during trainings that occur over the course of multiple weeks. Weekend At-Sea Monitor salary costs are not covered under reimbursement, unless training (such as a weather-delayed training trip) occurs on a weekend day. A weekend make up day would be required if the building is closed during the week.

At-Sea Monitors shall be expected to remain as active At-Sea Monitors or serve in other capacities directly related to the Northeast Fisheries At-Sea Monitor Program (e.g. program management) for at least one (1) year after training. The contractor shall reimburse the Government for training expenses for any At-Sea Monitors terminating their At-Sea Monitor employment with the contractor within one (1) year of completing the NMFS training. This will be done by issuing a credit for the next training session. For example, if three (3) At-Sea Monitors leave the program prior to completing one (1) year of employment, at the next training, three (3) individuals' training costs (Section B Supplies or Services and Prices/Costs Training CLINS 0003, 1003, and 2003) and hourly wages associated with the training (Section B Supplies or Services and Prices/Costs Hourly Rate At-Sea Monitor CLINS 0004, 1004 and 2004) will not be billed to the Government.

At-Sea Monitors shall sign a non-disclosure statement (confidentiality agreement) at the commencement of training (Section J, Attachment 17, NEFSC Statement of Non-Disclosure) as referenced in Section F.5.24.

NMFS may request an At-Sea Monitor be accompanied by a NMFS staff member on a future trip. The contractor shall assist with the setting up these shadow trips (Section J, Attachment 18, Shadow Trip Program).The contractor shall make At-Sea Monitors available to NMFS (Enforcement and FSB staff) for the purposes of routine debriefings, requested meetings regarding data quality issues, investigating circumstances of alleged refusals by vessels to take an At-Sea Monitor or other violations of the Magnuson-Stevens Fishery Conservation Act (MSA), Marine Mammal Protection Act (MMPA), or the Endangered Species Act (ESA) recorded by the At-Sea Monitor in the course of his/her duties (Section B Supplies or Services and Prices/Costs Training CLINS 0003, 1003 and 2003) and hourly wages associated with the training (Section B Supplies or Services and Prices/Costs Hourly Rate At-Sea Monitor CLINS 0004, 1004 and 2004). All At-Sea Monitors shall call their editor/debriefer prior to making a trip in a fishery or program covered for the first time.

C.4.3.3 Data Quality Control

Data shall be collected and maintained in accordance with contractor's Quality Assurance Plan as incorporated in the contract (Section F.5.3).

The overall goal of quality control is to ensure the effectiveness and efficiency of collection efforts as well as the quality of data collected. Data quality is of utmost importance. As such the contractor shall ensure the highest quality in data collected by its At-Sea Monitors. NMFS will provide a data quality rating of At-Sea Monitors to the provider on a bi-annual basis (Section J, Attachment 19, Data Quality Rating). The contractor shall use the data quality rating of At-Sea Monitors in their Quality Assurance Plan (F.5.3).

C.4.3.4 At-Sea Monitor Equipment, Operation and Maintenance

The contractor shall provide all materials and equipment necessary for the collection of data and biological sampling (Section J, Attachment 20, ASM Gear List). The contractor shall maintain and replace lost gear to ensure the At-Sea Monitor is able to carry out his/her sampling duties. For items listed with a brand name, the contractor shall provide the equivalent quality to the brand listed.

The gear and equipment, purchased and charged to the Government in the performance of the contract becomes Government property at the end of the contract. Equipment and gear should be inspected and repaired in accordance with manufacturers specification as needed and at a minimum of once per year. Newly acquired gear must be of the same quality as the originally provided Government gear. At-Sea Monitor gear and contractor's tracking and maintenance of such gear is subject to periodic audit by the Government. The Government retains the right to modify gear specifications and requirements to meet research collection needs.

C.4.3.5 Travel and Lodging

The contractor is responsible for all travel arrangements and expenses, appropriate lodging, and all expenses associated with training, safety meetings, briefings, debriefings, and deploying At-Sea Monitors to assigned vessels. All travel costs and expenses incurred shall be reimbursed in accordance with the Government's Travel Regulations.

Travel costs are reimbursable and are intended to include costs associated with At-Sea Monitor travel to and from vessels and to and from the port if the At-Sea Monitor travels greater than fifty (50) miles, one way, from their primary port (Section B Supplies or Services and Prices/Costs CLINS 0002, 1002, and 2002.

Coordinator and support staff travel (related to At-Sea Monitor deployment) to and from vessels and to and from the port are reimbursable if travel meets Government Travel Regulations and At-Sea Monitor travel costs under CLINS 0002, 1002, and 2002. The contractor shall submit a travel voucher (Section J, Attachment 21, At-Sea Monitor Travel Voucher) clearly documenting all travel logistics and associated costs to the COTR.

While an At-Sea Monitor is out at sea, per diem is not reimbursable, unless authorized on a case-by-case basis by the COTR, such as if an At-Sea Monitor lands in a port other than their primary port.

C.4.3.6 Vessel Selection

The contractor shall strictly adhere to all sampling design requirements specified for the Northeast Fisheries At-Sea Monitor Program (ASM). NMFS will provide the contractor with a set of specific guidelines regarding vessel selection and placement considerations by various fisheries. The contractor shall make contact with vessels selected either by NMFS to arrange for At-Sea Monitor coverage and deployment scheduling as necessary. When the contractor/At-Sea Monitor makes initial contact with the vessel, the contractor/At-Sea Monitor shall verify with the captain that he has sufficient life raft capacity for an additional person (At-Sea Monitor). If not, the contractor shall immediately attempt to have one of the NMFS issued valise life rafts available for the At-Sea Monitor for that trip. If one is not available, and the captain still intends to sail without the At-Sea Monitor, an SDR shall be issued to the captain of the vessel (Section J, Attachment 22, Safety Deficiency Report). The contractor shall assign At-Sea Monitors to vessels without regard to preference expressed by vessel owners or operators with respect to At-Sea Monitor race, gender, age, religion, or sexual orientation nor shall the contractor consider At-Sea Monitor's expressed preference. The contractor shall not assign At-Sea Monitors who are showing symptoms of illness or who may be contagious. In the event that an At-Sea Monitor falls severely ill or injured at sea, and the vessel must prematurely cease fishing to return the At-Sea Monitor to port, the contractor shall propose a plan on how to work out a fair reimbursement for the vessel's fuel expenses.

Various regulated fisheries have a requirement for a vessel's representative to notify the ASM prior to making each fishing trip. Notification is required prior to the planned departure in a specific time frame, e.g., forty-eight (48). The vessel is then randomly assigned, by NMFS, an At-Sea Monitor or issued a waiver, relieving them of the requirement to carry an At-Sea Monitor for that specific trip. The contractor shall provide personnel or an automated answering service to handle notifications twenty four (24) hours a day, seven (7) days a week, for certain fisheries. Depending on regulations enacted by the NMFS, the notification requirement may require e-mails, telephone calls, or inputting into a website from the vessel's representative. The Groundfish fishery is required to notify NMFS, NMFS is responsible for the selection and informs the vessel and the contractor of trip details.

For the groundfish fishery (notifies NMFS when they are sailing), the contractor will be notified of trip selection via the website. The contractor may accept or decline trips within twenty four (24) hours. If a trip is accepted by a contractor, the contractor would make contact with the vessel for trip logistics. The COTR shall be notified all circumstances in which At-Sea Monitors were late or missed a scheduled trip for all fisheries as referenced in Section F.5.13.

Vessels must be covered randomly, without repeated deployments on the same vessels by the same At-Sea Monitor, unless waived by the COTR. For trips outside closed areas and other special access fishing programs there shall be no more than two (2) back to back

trips by the same At-Sea Monitor on the same vessel. A vessel selection list may be provided by NMFS which will rank vessels in the order they should be covered.

Cost Reimbursement is authorized for At-Sea Monitors for the time associated with a "no show". The maximum amount of time for a no show is up to 2.5 hours. The At-Sea Monitor must arrive 30 minutes prior to the scheduled departure time and remain at the designated area for up 2 hours following the scheduled departure time. Travel to and from the site and per diem are not included unless conditions in C.4.3.5 are met. Any costs billed for a "no show" will be billed against CLINS 0004, 1004 and 2004. There will be no reimbursement for situations in which it is the At-Sea Monitor's fault for missing the trip or no attempt was made to communicate with the captain prior to taking the trip. A travel voucher (Section J, Attachment 21, At-Sea Monitor Travel Voucher) is required for proper reimbursement.

Cost Reimbursement is authorized for At-Sea Monitors for the time associated with a "cancellation" in instances where trips are cancelled at the dock or when an at-sea monitor is en-route to the vessel and cancellations occurs. The maximum amount of time for a cancellation is up to 2.5 hours. Travel to and from the site and per diem are not included unless conditions in C.4.3.5 are met. Any costs billed for a "Cancellation" will be billed against CLINS 0004, 1004 and 2004. A travel voucher (Section J, Attachment 21, At-Sea Monitor Travel Voucher) is required for proper reimbursement.

C.4.3.7 Safety Requirements

Vessels must be in compliance with the At-Sea Monitor Health and Safety Regulations before an At-Sea Monitor is deployed (http://www.nefsc.noaa.gov/fsb/Misc/Obs_Health_&_Safety_Regs.FR.11.01.07.pdf). Vessels must pass the Pre-Trip Vessel Safety Checklist (Section J, Attachment 23) that will be performed by the At-Sea Monitor with the assistance of the captain or designee prior to deployment. If the vessel fails to pass the Pre-Trip Vessel Safety Checklist, the At-Sea Monitor shall not sail on the vessel and shall complete Safety Deficiency Report (Section J, Attachment 22, Safety Deficiency Report), which shall be provided to the captain and NMFS.

Valise life rafts will be issued to the contractor by NMFS upon award of the contract. It is expected that the contractor shall maintain the life rafts while in their care and ensure the life raft is up to date with service and inspections. When service and inspection dates are coming close to their expiration, the contractor shall contact NMFS to schedule a drop off of the raft. If there is evidence that the life raft is not treated properly while in their care (i.e., dragged on the ground resulting in holes in the raft) then the contractor will be liable for the cost of a replacement raft.

At-Sea Monitor safety is of paramount importance to ASM. If at any time an At-Sea Monitor feels that a vessel is unsafe prior to departure, they may decline the trip and report this on the Pre-Trip Vessel Safety Checklist

(Section J, Attachment 23) to NMFS.

C.4.3.8 Communication

The contractor shall provide and employ a method for At-Sea Monitors to communicate vessel departure and arrival information; handle At-Sea Monitor emergencies and/or problems related to At-Sea Monitor logistics when they are at sea, in transit to the dock, or in port awaiting vessel departure. The contractor shall contact NMFS of all emergency situations, including medical, within twelve (12) hours of learning of the incident as referenced in Section F.5.14.

The contractor shall provide NMFS with access to a real time online At-Sea Monitor tracking system for At-Sea Monitor deployments (including vessel identifier information), leave schedules, and status (part-time vs. full-time) updates as referenced in Section F.5.15.

The contractor shall provide NMFS with all written documents/memos that are sent their At-Sea Monitors within 24 hours of when the document/memo is sent as referenced in Section F.5.25.

The contractor shall notify NMFS of when an At-Sea Monitor is subject to disciplinary action by the contractor (i.e., placed on probation, performance monitoring, etc….) within 24 hours of when the disciplinary action took place as referenced in Section F.5.26.

C.4.3.9 Notification of Potential Infractions

The contractor shall immediately notify the COTR of any potential violation of the Rules and Regulations that implement the Fishery Management Plan under the Magnuson-Stevens Fishery Conservation and Management Act, Marine Mammal Protection Act or Endangered Species Act or any regulations that govern the At-Sea Monitor program, including but not limited to: vessels failing to provide adequate notification prior to departing, failing to take an At-Sea Monitor, incidents of At-Sea Monitor interference, harassment, or intimidation. The contractor shall ensure that each returning At-Sea Monitor is debriefed for incidents of intimidation, interference, or harassment within twelve (12) hours of trip landing as referenced in Section F.5.14. Reported incidents of the vessel failing to take an At-Sea Monitor or incidences of the contractor failing to handle incidents of interference, harassment or intimidation of At-Sea Monitors will be investigated by NMFS.

C.4.3.10 Vessel Operations and Working Conditions

Fishing vessels routinely operate out of ports from New York to Maine (Section J, Attachment 24, Location of ASM Trips in 2010). Trips can range from 1-14 days in duration. The vessels operate in ocean waters, 3-200 miles offshore in all weather conditions. Vessels are generally 30-150 feet in length. Crew members and At-Sea Monitors live and sleep in cramped quarters, often in damp conditions and share common facilities. On some vessels, the crew does not speak English. At-Sea Monitors must be willing to travel occasionally to cover locations other than their primary ports.

At-Sea Monitor Health and Safety Regulations require sleeping areas for the At-Sea Monitor to be equal to those of the crew. Some vessels have no shower and may lack permanent toilets or bunks. Although vessels may not have separate facilities for women,

federal regulations require reasonable privacy for female At-Sea Monitors. Female At-Sea Monitors on a vessel with an all-male crew must be accommodated with adequate privacy which can be ensured by installing a curtain or other temporary divider, in a shared cabin. Because of the size and responsiveness of these vessels to sea conditions, motion sickness can be debilitating for some individuals and should be seriously considered in all prospective At-Sea Monitor candidates. Most vessels carry no trained medical personnel aboard and rely upon first aid knowledge of the boat's operator in consultation with land-based physicians via radio.

Food is provided on multiday trips for the At-Sea Monitor and must be equal to the food being served to the rest of the crew. On single day trips, At-Sea Monitors must bring their own food and water.

C.4.3.11 Data Quality

The NMFS COTR will monitor all aspects of contractor performance as described below:

- Failure to deliver data from an observed sea day includes:
- All data must be delivered at the required time frame, as specified by NMFS.
- Data must not be fraudulent or of such poor quality as to be unusable (i.e. if determined to be fraudulent or unusable within 90 days of receipt of the data).

The contractor shall interact with vessels which have carried At-Sea Monitors. They shall interview the captain; using NMFS issued workbooks with a pre-determined set of questions (Section J, Attachment 25, Captain Interview Questions), and determine if the At-Sea Monitor performed his/her job in a professional manner and carried out all required tasks. Unless otherwise instructed by NMFS, a random selection of 10% of each At-Sea Monitor's trips each quarter will have follow-up interviews. Format questions will be provided by NMFS. Trip Interview Reports will be provided to NMFS electronically within two working days of the interview as referenced in Section F.5.16. The contractor shall report, in writing to the COTR, all complaints made by the industry regarding At-Sea Monitor activities, as well as any At-Sea Monitor injuries aboard vessels or on docks to NMFS.

An At-Sea Monitor's ability to work will be based on his/her certification. If an At-Sea Monitor does not adhere to NMFS protocols or meet the At-Sea Monitor Standards of Conduct (Section J, Attachment 7, At-Sea Monitor Standards of Conduct), they may be placed on pre-probation, probation or decertified, as described in the NMFS policy statement regarding certification (Section J, Attachment 26, ASM At-Sea Monitor Performance Monitoring, Review, Probation and Decertification).

NMFS will provide the contractor with a data quality rating for each At-Sea Monitor (Section J, Attachment 19, Data Quality Rating).

C.4.3.12 Contractor Standards of Conduct

The Contractor shall comply with the requirements of Clause H.2.2 At-Sea Monitors Preventing Personal Conflicts of Interest. The contractor shall assign at-sea monitors without regard to any preference expressed by representatives of vessels based on, but not limited to, at-sea monitor race, gender, age, religion or sexual orientation.

C.4.3.13 At-Sea Monitor Termination Documentation

The contractor shall notify the COTR when an At-Sea Monitor leaves the ASM for any reason as referenced in Section F.5.19. Reasons for termination, whether contractor initiated or At-Sea Monitor initiated, must be documented and provided to NMFS within 7 days of the At-Sea Monitor's departure and shall be used to determine trends and assist in improving retention of qualified At-Sea Monitors as referenced in Section F.5.20.

C.4.3.14 Emergency Action Plan

The contractor shall institute an Emergency Action Plan that documents what they will do in the case of an emergency. The purpose of an Emergency Action Plan is to facilitate and organize employer and employee actions during workplace emergencies. Well-developed emergency plans and proper employee training (such that employees understand their roles and responsibilities within the plan) will result in fewer and less severe employee injuries. The contractor shall provide NMFS with a copy of their Emergency Action plan as referenced in Section F.5.27.

C.4.3.15 Quality Assurance Plan

The contractor shall develop and submit to NMFS a contractor Quality Assurance Plan, as referenced in Section F.5.3, which details how the contractor will ensure effectiveness and efficiency of collection efforts as well as the quality of data collected by its At-Sea Monitors. The contractor shall further establish, implement, and maintain a Quality Assurance Management program to ensure consistent quality of all work products and services performed under this contract.

C.5 PERFORMANCE MONITORING

C.5.1 Quality Assurance Surveillance Plan

NMFS intends to monitor contractor performance against the Schedule of Deliverables (Section F.5.3).

C.6 SECURITY RISK LEVEL DESIGNATIONS

The risk levels under this contract have been determined by the Program Office as shown in the list below:

- Program Manager

  SECURITY RISK = Low

- Coordinator

  SECURITY RISK = Low

- Observer I, II, III

  SECURITY RISK = Low

Investigation Packages

At-Sea Monitors and key personnel would be considered contractors and all undergo the required background investigation (Section J, Attachment 13, Security Background Instructions) and would be either U.S. Citizens, Naturalized Citizen, Green Card Holders (aka Permanent Resident Card), or Foreign Nationals. The following requirements will be completed prior to official hiring:

- 0 – 30 days = Security Worksheet, Finger Print Cards (FD 258 Cards)
- 31 – 179 days = Security Worksheet, SAC Form (OFI Form 86C), Finger Print Cards (FD 258 Cards)
- 180 or greater days = EQIP Package
    - Security Worksheet
    - Electronic Questionnaire (filled out after applicant has been placed in EQIP)
    - EQIP Signature pages (generated after applicant has completed Questionnaire in EQIP)
    - Declaration for Federal Employment (Optional Form 306)
    - Finger Print Cards (FD 258 Cards)
    - Fair Credit Reporting Form (filled out based on position sensitivity)

Foreign National (FN) Information (must be submitted along with Investigation Packages)

Foreign Nationals is anyone who is a non-U.S. citizen or non-green card holder (aka permanent resident card). Foreign Nationals fall into two categories: Visitors or Guests. Visitors are personnel onsite for up to 3 days; or whom will be attending a conference, workshop, or training (which can go up to 5 days). Guests are personnel who will be onsite over 3 days and who do not fall into the 5 day category listed above. All Foreign National Visitor/Guests information must be submitted through the Foreign National Registration System (FNRS) by NMFS.

C.7 CLAUSES INCORPORATED BY REFERENCE

C.7.1 CAR 1352.237-71 SECURITY PROCESSING REQUIREMENTS—LOW RISK CONTRACTS (APR 2010)

(Reference 48 CFR 1337.110-70)(c))

C.7.2 CAR 1352.237-73 FOREIGN NATIONAL VISITOR AND GUEST ACCESS TO DEPARTMENTAL RESOURCES (APR 2010)

Reference 48 CFR 1337.110-70)(e))

Appendix 4: EM Program Standards

EM Program Duration

- A vessel must opt into an EM program for the entirety of the fishing year. However, a sector may allow a vessel a single opportunity to opt in/out of EM, in the event the vessel determines that EM is or is not suitable for its business operations. A sector must have both an approved ASM and EM plan included in its operations plan to offer its member vessels this flexibility. A vessel that opts in/out of EM midyear must allow for a transition period to accommodate changes to PTNS and other data systems.

EM Requirements

- The EM system must be operational on every sector trip taken by the vessel. A vessel may not fish without an operational EM system onboard, unless issued a waiver by NMFS.
- The EM system must be active for the entire duration of the trip.
- Vessels must conduct a system check prior to departing on a fishing trip. Instructions for completing a system check should be included in the vessel's vessel monitoring plan (VMP).

Vessel Operator Requirements

- A vessel using EM may still be selected for NEFOP coverage and must carry a NEFOP observer if selected. The NEFOP program is necessary to collect biological data and satisfy Standardized Bycatch Reporting Methodology requirements. The EM system must be active when carrying a NEFOP observer.
- The EM system, associated equipment, vessel trips reports, VMP, and other records must be available for inspection upon request by NOAA Fisheries staff.
- A vessel operator must maintain the EM system, including:
    - Maintaining power to the EM system at all times for the duration of the trip.
    - Ensuring the EM system has adequate memory and/or spare hard drives to record the entire fishing trip.
    - Ensuring the system is functioning; camera views are unobstructed and clear in quality; and catch and discards may be viewed, identified, and quantified as necessary.

Equipment and Video Requirements

- A vessel owner or operator must submit video footage for a trip to the EM provider in accordance with program requirements (e.g., method and timing):
    a. The video footage of a trip must be submitted to the EM service provider within 7 calendar days following completion of the trip.
- No person may tamper with, disconnect, or destroy any part of the EM system, associated equipment, or data recorded by the EM system.

Vessel Monitoring Plan Requirements

- A vessel owner/operator must work with the EM service provider to develop a vessel-specific vessel monitoring plan (VMP) based on the vessel's fishing activities. The VMP must be submitted to NOAA Fisheries for approval in advance of the fishing year.
- A vessel must have a NOAA Fisheries-approved VMP to use EM on a sector trip. At a minimum, the VMP must incorporate these EM Program Standards by reference, and the following sections (below). Further details on the required information can be found in the VMP guidance template in the Available Resources section:
    - General vessel information including:
    - List of contacts;
    - EM system components and specifications;
    - Vessel reporting requirements;
    - Vessel operator responsibilities;
        - System operations and maintenance; and
        - Catch handling requirements.
    - EM system malfunction protocols; and
    - Troubleshooting guide.
- A copy of the approved VMP must be on board the vessel at all times.
- The captain and crew of a vessel must abide by catch handling protocols, and all other requirements of the VMP, at all times on a sector trip. The captain and crew of a vessel must sort catch and process any discards within the view of the cameras and in a manner consistent with the VMP.
- Modifications to the VMP must be approved by NOAA Fisheries prior to fishing. A vessel that intends to modify its fishing practices mid-year and requires VMP modifications must allow for a transition period to accommodate VMP review and approval by NOAA Fisheries.

NOAA Fisheries EM Program Description

The NOAA Fisheries EM Program is based on an audit model program. Under this model, the captain and crew adhere to EM catch handling protocols for all sector trips. The captain and crew hold groundfish discards on a measuring board and under a camera prior to discarding, and other species are discarded in view of cameras at designated discard control points. The vessel operator estimates the total weight of groundfish discards on an electronic vessel trip report (eVTR), and submits the video footage to the EM service provider. The EM service provider reviews trips selected for audit and develops an independent estimate of groundfish discards for the trip. The EM data is compared to the eVTR for the purposes of catch accounting.

Below a description of the rules and requirements of the NOAA Fisheries audit model EM program.

Program Goal

The goal of the audit model EM program is to use cameras to validate the groundfish discards reported on a vessel's eVTR for use in catch accounting.

Sector Responsibilities

- A sector that wishes to use EM to meet monitoring requirements for any of its member vessels must contract with a NMFS-approved EM service provider.
- If a sector opts to include both an ASM program and an EM program in its sector operations plan, then it must submit a list detailing which member vessels will be enrolled in each program in advance of the fishing year.

Vessel Responsibilities

- A vessel enrolled in the EM program must be made available to the EM service provider to:
    - Support development of the VMP;
    - Install the EM system and associated equipment;
    - Train the vessel owner/operator on EM system use; and
    - Provide technical support and field services as required.
- Repeated noncompliance with EM program requirements (e.g., catch handling inconsistent with the VMP) may affect a vessel's eligibility to participate in the EM program.

Reporting Requirements

- A vessel enrolled in the EM program must notify its intent to sail in the PTNS at least 48 hours prior to departure, consistent with existing requirements.
- A vessel enrolled in the EM program must carry a NEFOP or NEFOP Limited observer when selected for coverage, consistent with existing requirements.

- A vessel enrolled in the EM program must submit VTRs electronically. The eVTRs must include an estimated total weight of each discarded groundfish species.

At-Sea Requirements

- The captain and crew onboard a vessel enrolled in the EM program must maintain cameras throughout the trip to ensure visibility (e.g., power, cleanliness).
- The captain and crew onboard a vessel enrolled in the EM program must follow catch handling requirements as described in the VMP, including but not limited to:
    - Handling all groundfish discards in view of cameras prior to discarding; and
    - Discarding all species at designated discard control points on the vessel.
- The owner or operator of a vessel enrolled in the EM program must submit:
    - The eVTR for the trip to GARFO in a manner consistent with existing VTR requirements; and
    - The video of the trip to the EM service provider within 7 calendar days following completion of the trip.

EM Service Provider Responsibilities

- An EM Service Provider is responsible for developing a VMP, with input from the owner/operator, for a vessel(s) enrolled in the EM program and contracted by its sector.
- An EM service provider is responsible for providing field and technical support services. This includes managing EM systems, installation, maintenance, hard drive retrieval (if applicable), and technical support. Field and technical support services should be available 24/7.
- An EM service provider must submit an application to NMFS to be approved as an EM service provider. Further details on the application process can be found at § 648.11(h).
- An EM service provider must provide a list of potential EM video reviewers for NOAA Fisheries approval. EM video review candidates must meet NOAA Fisheries-established standards:
    - All video review staff employed by an EM service provider must attend and satisfactorily complete a NEFSC EM training. This includes completing assignments and passing NEFSC-administered courses and exams. All video review staff must periodically take refresher courses and meet passing requirements.
    - All video review staff employed by an EM service provider must follow NEFSC-established video review protocols. A link to complete documentation of the video review protocols can be found in the Available Resources section.

- EM provider staff must not have been decertified as an at-sea monitor, or an observer, due to problems with data quality or standards of conduct, in any NOAA Fisheries observer program. An EM provider staff's references of previous employment as NOAA Fisheries approved at-sea monitors or observers shall be verified by the EM provider to satisfy this requirement.
- Absence of fisheries-related convictions, based upon a thorough background check; and independence from fishing-related parties including, but not limited to, vessels, dealers, shipping companies, sectors, sector managers, advocacy groups, or research institutions to prevent conflicts of interest. This is to mean EM provider staff may not have direct financial interest, other than the provision of monitoring services, in the fishery, including, but not limited to:
  - Any ownership, mortgage holder, or other secured interest in a vessel or processor involved in the catching, taking, harvesting or processing of fish;
  - Any business selling supplies or services to any vessel or processor in the fishery; and
  - Any business purchasing raw or processed products from any vessel or processor in the fishery.

- An EM service provider must use NOAA Fisheries data systems in the management of EM data, including but not limited to:
  - An EM service provider must submit all required data elements for a trip (i.e., groundfish discards and other information) via an EM Detail File.
  - An EM service provider must submit EM Detail Files to FSB via the NEFSC API. Data must be formatted according to the API specifications. The API documentation describes the data file format, the data structure, and all annotation codes required for data submission to the API. The API documentation is provided in a commonly used standardized format;
  - An EM service provider must use the NEFSC FSB Web Portal to manage EM data, including but not limited to tracking: Trips, video review status, video review staff certifications, and more; and
  - An EM service provider must use the VMP software to document VMP submittals, approvals, and updates.
- An EM service provider must ensure video footage is collected and transmitted in a manner that ensures data integrity and protects confidential business information.
  - An EM service provider must securely store video footage and associated data files for a period of time as specified by NMFS' policy directive. An EM service provider must retain and store the raw EM data, reports, and other records for a period of 12 months after catch data is finalized for the fishing year. NMFS will notify providers of the catch data finalization date for each year, typically occurring in July of the following year. EM data must be stored securely, whether on hard drives, local servers, or via cloud storage

services. EM data may be released to NMFS personnel and authorized officers, or as otherwise authorized by the owner of the vessel.

- An EM service provider must provide NMFS access to video footage and associated data upon NMFS request.
- An EM service provider must provide NMFS with all software necessary for accessing, viewing, and interpreting the data generated by the EM system, including submitting the agency's secondary review data to the API and maintenance releases to correct errors in the software or enhance software functionality.
- An EM service provider must provide the following to NMFS upon request:
    - Assistance in EM system operations, diagnosing/resolving technical issues, and recovering lost or corrupted data;
    - Responses to inquiries related to data summaries, analyses, reports, and operational issues;
    - Technical and expert information, if EM data are admitted as evidence in a court of law. All technical aspects of a NOAA Fisheries-approved EM system may be analyzed in court for, inter alia, testing procedures, error rates, peer review, technical processes, and general industry acceptance. To substantiate the EM system data and address issues raised in litigation, an EM service provider must provide information, including but not limited to:
        - If the technologies have previously been subject to such scrutiny in a court of law, a brief summary of the litigation and any court findings on the reliability of the technology.
    - A copy of any contract between the EM service provider and sectors requiring EM services;
    - EM data and associated metadata, and other records specified in the regulations.
- An EM service provider must provide feedback to vessels following a trip on the captain and crew's catch handling and camera maintenance.
- An EM service provider must notify NMFS within 24 hours after the EM service provider becomes aware of any of the following:
    - Any information, allegations, or reports regarding possible harassment of EM program staff (e.g., video reviewers, technicians, dockside monitors);
    - Any information, allegations, or reports regarding possible EM system tampering;
    - Any information, allegations, or reports regarding EM service provider staff conflicts of interest.
- Repeated performance issues may affect a provider's eligibility for approval as an EM service provider and/or individual EM video reviewer certifications.

NMFS Responsibilities

- NMFS is responsible for review and approval of VMPs.
- NMFS is responsible for review and approval of EM service provider applications.

- NMFS is responsible for data and formatting standards of EM programs.
- NMFS is responsible for EM data collection training for service providers.
- NMFS is responsible for selecting trips for the service provider to audit (i.e., primary review).
- NMFS is responsible for conducting the audit, whereby the eVTR is compared to the EM Detail file to validate the eVTR.
- NMFS is responsible for conducting a secondary review on a subset of trips to monitor the EM service provider's performance. This includes quality assurance and quality control initiatives and providing feedback to the EM service provider on performance.
- NMFS is responsible for providing feedback to vessels via the sector manager regarding audited trips. Feedback forms will be distributed on a weekly basis via Kiteworks.
- NMFS will assume storage responsibilities for data the agency takes possession of.

Description of the Audit-Model Process

- During each sector trip taken by an EM vessel, the EM system records all fishing activity onboard the vessel. The vessel captain and crew sort, measure, and discard fish within view of the cameras and in accordance with catch handling protocols. The captain estimates the total weight of discarded groundfish on the eVTR.
- Sector trips are selected for audit when GARFO receives the eVTR for a trip. Trips will be randomly selected and each trip has the same probability of being selected for audit. For fishing year 2021, trips will be audited at a rate of 50 percent. The audit rate for fishing year 2022 will be announced in fishing year 2021 and will be based on an analysis of prior performance.
- The sampling unit selected for audit will be a complete trip.
- A list of trips selected for audit are loaded into the NEFSC FSB's Web Portal on a weekly basis. EM service providers may access the selection list via the Web Portal.
- The EM service provider completes the primary video review, which includes:
    - Review of all raw sensor and image data to confirm completeness of trip;
    - Review of sensor data to annotate start/end times and locations, and identify number of hauls;
    - Review hauls to annotate catch and generate the EM Detail File according to specifications; and
    - Submit the EM Detail File to the NEFSC-maintained API.
- The EM service provider should complete the primary video review and submit the EM Detail Report within 10 business days of the trip selection.
- GARFO will compare the EM Detail File submitted by the EM service provider to the eVTR submitted by the vessel using the following business rules:
    - Minimum requirements for use in catch accounting:
        - Number of efforts match; and
        - Less than 10 percent of annotated catch is unidentified ("fish, nk").

- If the minimum requirements are met, the groundfish discards reported on the EM Detail File and the eVTR will be compared to validate the eVTR for the purposes of catch accounting. If the minimum requirements are not met, an alternative data source (i.e., EM Detail File, discard rate) may be used to account for the trip's groundfish discards. Additional guidance on discard catch accounting for EM vessels will be provided in a subsequent document.
- After completion of the audit, a feedback report summarizing the results of the audit will be generated and distributed to the vessel via the sector manager. Reports will be distributed on a weekly basis.