

Stephanie Madsen
CP Salmon Corporation
P.O. Box 32817
Juneau, AK 99803
(907) 523-0970
smadsen@atsea.org

NMFS Alaska Region
Attn: Josh Keaton
P.O. Box 21668
Juneau, AK 99802-1668

December 22, 2016

RE: Amendments to NMFS IPA No. 2

Dear Josh Keaton,

In accordance with Amendment 110 to the BSAI FMP and the corresponding regulations under §679.21, the AFA catcher/processor sector has amended their salmon Incentive Plan and Agreement (IPA). The following is intended to outline substantive changes and briefly explain how the existing Chinook and Chum Salmon Bycatch Reduction Incentive Plan and Agreement (NMFS IPA No. 2) meets the requirements set forth in §679.21(f)(12)(iii)(E).

No substantive changes were made for Chinook salmon bycatch reduction incentives, except for acknowledging the IPA would operate under a reduced performance standard and PSC limit in a year of low Chinook abundance. All other Amendment 110 IPA requirements for Chinook salmon were already satisfied in IPA revisions made prior to the 2016 fishing year. Incentives to reduce chum salmon bycatch were modeled after those for Chinook, utilizing a modified rolling hot-spot program during the B-season only. A detailed description of the chum salmon incentive plan components has been inserted in Exhibit A on pages 11-14 and the concomitant changes to Exhibit B (legalese) begin in earnest on page 27.

Detailed descriptions of how the revised IPA meets the specific requirements outlined in §679.21(f)(12)(iii)(E) begins on page 15, however a brief summary is included below.

- (1) Weekly evaluations of current vessel bycatch performance against a standard that ‘floats’ with the relative abundance on the grounds creates an incentive to avoid salmon bycatch even at low to moderate abundance. The threat of a vessel fishing prohibition, with its concomitant lost revenue, will provide strong incentive to avoid salmon bycatch for the individual vessel. Page 15-16
- (2) The Chinook Protection Priority eliminates incentives to avoid chum salmon bycatch either east or west of 168°W when the Chinook bycatch rate in an ADFG statistical area exceeds 0.035 Chinook per ton of pollock catch. Page 16
- (3) The rewards for avoiding Chinook salmon are created by allowing vessels with good bycatch performance nearly unrestricted access to the fishing grounds. Penalties are

imposed by restricting the pollock fishing opportunities of vessels with poor performance. Page 16-17

- (4) Rolling Hot Spot (RHS) program evaluations have estimated Chinook A-season bycatch reductions of 70% and B-season (coop-level) chum reductions of 27%. The RHS program reduces the incidence of high bycatch events. Page 17-18
- (5) The threat of higher production costs due to reduced access to preferred pollock fishing grounds exists for the individual vessel because the bycatch performance tests for both chum and Chinook salmon and the fishing prohibitions that result from failing the tests are for individual vessels. Should salmon abundance on the grounds decrease, vessel bycatch performance is measured against a standard that also decreases. Page 18-19
- (6) The IPA contains A-season and B-season Chinook Conservation Areas fishing prohibitions that will limit bycatch below the performance standard. The plan also contains a limit and requirement that the Technical Representative notify the allocation management entity when the Chinook bycatch of any plan vessel reaches 95 percent of its Chinook allocation. Page 19-20
- (7) Analyses have shown the Southeast Bering Sea from June to mid August as having the highest proportions of WAK chum salmon in the pollock bycatch. Therefore, the size of candidate bycatch avoidance areas are largest and base rate floors lowest for this spatial-temporal combination. Page 20
- (8) The Chinook RHS program operates throughout the A- and B-seasons. The chum RHS program operates only during the B-season. The IPA names the Bering Sea Fisherman's Association (BSFA) as the Third Party Group that will receive all notifications. Page 21
- (9) Any vessel with a season bycatch performance greater than 1.5 standard deviations above the average for three consecutive seasons will be prohibited from fishing in all bycatch avoidance areas for an entire season. Page 21
- (10) The IPA vessels are included in a fishery-wide in-season salmon PSC data sharing agreement. The signed document is attached in Exhibit B, Attachment B. Page 21
- (11) The IPA requires the use of a salmon-excluder trawl for all trawls made during January, February, and March and all trawls during September and October. Page 21
- (12) Salmon savings credits are not included in the IPA plan components. Page 22
- (13) The IPA includes a B-season triggered fishing prohibition for three areas of approximately 1,295 square miles along the outermost shelf. All IPA vessels are prohibited from fishing in the B-season Chinook Salmon Savings Area beginning on October 15th and continuing to the end of the season if the aggregate September bycatch rate for all IPA vessels exceeds 0.015 Chinook per ton of pollock catch. More relaxed chum bycatch reduction incentives after September 1st are also expected to mitigate Chinook bycatch in October. Page 22

In the event questions arise or further clarifications are needed, please don't hesitate to reach out.

Sincerely,



Stephanie Madsen
IPA Representative

	<p>Application For PROPOSED INCENTIVE PLAN AGREEMENT (IPA) AND LIST OF PARTICIPANTS</p>	<p>U.S. Dept. of Commerce NOAA/National Marine Fisheries Service (NMFS) Sustainable Fisheries Division P.O. Box 21668 Juneau, AK 99802-1668 Fax: 907-586-7131 Telephone: 907-596-7228</p>
---	--	---

This application and the IPA must be received by NMFS by October 1

<i>TYPE OF APPLICATION</i>		
Indicate whether this application is for		
<input type="checkbox"/> New IPA	<input checked="" type="checkbox"/> Amended IPA	<input type="checkbox"/> Change IPA Participant List
NOTE: Attach Incentive Plan Agreement.		

<i>BLOCK A – IPA INFORMATION</i>	
1. Name of IPA: Chinook and Chum Salmon Bycatch Reduction Incentive Plan and Agree	2. IPA Number: 2

<i>BLOCK B – IPA CONTACT INFORMATION</i>		
1. Name of IPA’s Representative: Stephanie Madsen		2. Name of Agent for Service of Process, if different from representative
3. Permanent Business Mailing Address: Box 32817 Juneau, Alaska 99801		4. Temporary Business Mailing Address (if applicable):
5. Business Telephone No.: 907 723-7744 cell 907 523-0970	6. Business Fax No.: n/a	7. E-mail address: smadsen@atsea.org

BLOCK D- AFFIRMATION

(Check if Applicable)

I claim, swear, and affirm that each eligible vessel owner or CDQ group, from whom I received written notification, requesting to join this IPA has been allowed to join this IPA subject to the same terms and conditions that have been agreed on by, and are applicable to, all other parties to the IPA.

BLOCK E- CERTIFICATION

Under penalty of perjury, I certify by my signature below that I have examined the information and the claims provided on this application and, to the best of my knowledge and belief, the information presented here is true, correct, and complete.

1. Printed Name of Representative: Stephanie Madsen	2. Signature of Representative: <i>Stephanie Madsen</i>	3. Date Signed: December 22, 2016
--	--	--------------------------------------

PUBLIC REPORTING BURDEN STATEMENT

Public reporting burden for this collection-of-information is estimated to average 40 hours per response, including the time for reviewing the instructions, searching the existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Assistant Regional Administrator, Sustainable Fisheries Division, NOAA National Marine Fisheries Service, P.O. Box 21668, Juneau, AK 99802-1668.

ADDITIONAL INFORMATION

Before completing this form, please note the following: 1) Notwithstanding any other provision of law, no person is required to respond to, nor shall any person be subject to a penalty for failure to comply with, a collection-of-information subject to the requirements of the Paperwork Reduction Act, unless that collection-of-information displays a currently valid OMB Control Number; 2) This information is mandatory and is required to manage commercial fishing efforts under 50 CFR part 679 and under section 402(a) of the Magnuson-Stevens Act (16 U.S.C. 1801, *et seq.*) as amended in 2006; 3) Responses to this information request are confidential under section 402(b) of the Magnuson-Stevens Act as revised in 2006. They are also confidential under NOAA Administrative Order 216-100, which sets forth procedures to protect confidentiality of fishery statistics.

**Chinook and Chum Salmon Bycatch Reduction
Incentive Plan and Agreement**

NMFS IPA No. _____2_____

IPA Representative:

Stephanie Madsen
At-sea Processors Association
P.O. Box 32817
Juneau, AK 99803
(907) 523-0970
smadsen@atsea.org

Technical Representative:

Karl Haflinger
Sea State, Inc.,
P.O. Box 74
Vashon, WA 98070
(206)463-7370
karl@seastateinc.com

TABLE OF CONTENTS

Overview	1
Introduction	3
Chinook Salmon Components	3
1. <u>Data Gathering, Monitoring, Reporting, and Information Sharing</u>	3
2. <u>Identification of Bycatch Avoidance Areas</u>	4
3. <u>Pollock Fishing Prohibitions</u>	6
4. <u>Chinook Salmon Conservation Areas</u>	9
5. <u>Salmon Excluder Trawl</u>	9
6. <u>Management of Vessel Allocations</u>	10
7. <u>Communication</u>	10
8. <u>Plan Management</u>	11
9. <u>Penalties</u>	11
10. <u>Third Party Notification</u>	11
Chum Salmon Components	11
1. <u>Data Gathering, Monitoring, Reporting, and Information Sharing</u>	11
2. <u>Identification of Bycatch Avoidance Areas</u>	11
3. <u>Chinook Protection Priority</u>	13
4. <u>Pollock Fishing Prohibitions</u>	13
5. <u>Communication</u>	13
6. <u>Plan Management</u>	14
Regulatory Compliance	15
RECITALS	23
1. <u>Eligible Parties</u>	23
2. <u>Effective Date of Joining</u>	24
3. <u>Responsibilities of IPA Parties</u>	24
4. <u>Responsibilities of CDQ Groups</u>	25
5. <u>Responsibilities of the Technical Representative</u>	26
6. <u>Responsibilities of the IPA Representative</u>	35
7. <u>Effective Date, Regulatory Approval, Duration</u>	35
8. <u>Termination by an Individual Party</u>	36
9. <u>Agreement Group</u>	36
10. <u>Penalties</u>	37
11. <u>Public Release</u>	38
12. <u>Billing and Payments</u>	38
13. <u>Limitation on Remedies</u>	39
14. <u>Uncontrollable Forces</u>	39
15. <u>Notice</u>	39
16. <u>Applicable Law</u>	40
17. <u>Severability and Savings Clause</u>	40
18. <u>Waiver</u>	40
19. <u>Successors and Assigns</u>	40
20. <u>Complete Agreement</u>	40
21. <u>Execution in Counterparts</u>	41
22. <u>Definitions</u>	41
Attachment A	43
Attachment B	44
Attachment C	49
Attachment D	52
Attachment E	53

Chinook and Chum Salmon Bycatch Reduction Incentive Plan and Agreement

Overview

Amendment 91 to the Bering Sea/Aleutian Islands Groundfish Fishery Management Plan (BSAI FMP) limits Chinook salmon bycatch in the pollock fishery in the eastern Bering Sea (EBS). Amendment 91 is an innovative approach to managing Chinook salmon bycatch that combines a prohibited species catch (PSC) limit on the amount of Chinook salmon that may be caught incidentally by the fishery with an incentive plan agreement (IPA) and performance standard requirement designed to minimize bycatch to the extent practicable in all years. The approach is designed to motivate fishery participants to avoid Chinook salmon bycatch under any condition of pollock and Chinook salmon abundance in all years. These vessel-level incentives are created through contracts among the participants.

Amendment 110 to the BSAI FMP improves the management of both Chinook and chum salmon PSC in the EBS pollock fishery by creating a comprehensive salmon bycatch avoidance program. Amendment 110 requires the inclusion of chum salmon PSC reduction elements into IPAs such that both Chinook and chum salmon PSC is avoided to the extent practicable. Under Amendment 110, the Chinook PSC limits established under Amendment 91 will be reduced in years of low Chinook abundance in Western Alaska as determined by a 3-river index. The EBS pollock seasonal allocations were also revised under this action to apportion 45 percent of the total allowable catch in the A-season and 55 percent in the B-season.

Under Amendments 91 and 110, Chinook salmon PSC is governed by a set of annual limits. The annual limits depend on whether fishery participants develop IPAs. In years when Chinook abundance in Western Alaska is not low and if IPAs are developed, then the annual limit is 60,000 Chinook during any two-out-of-seven years, and 47,591 Chinook in other years. If no IPAs are developed, the annual limit is 47,591 Chinook in all years. In years of low Chinook abundance in Western Alaska and if IPAs are developed, then the annual limit is 45,000 Chinook during any two-out-of-seven years, and 33,318 Chinook in other years. If no IPAs are developed, the annual limit is 33,318 Chinook in years of low Chinook abundance. A vessel that chooses not to join an IPA is managed separately under an “opt out” annual limit. This limit is further allocated among the two fishery seasons and the vessels that participate in the fishery.

Amendment 91 requires that the National Marine Fisheries Service (NMFS) approve the IPA. To be approved, an IPA must meet several criteria. The IPA must provide rewards for avoiding Chinook salmon and penalties for failure to avoid Chinook salmon at the vessel level under any condition of pollock and Chinook salmon abundance and in all years. The IPA must also describe how incentives will change the behavior of the operator of each

vessel such that Chinook salmon bycatch is avoided, and indicate how the incentives will promote reductions in vessel bycatch rates relative to what would have occurred in absence of the agreement. Amendment 110 requires incentives for the operator of each vessel to avoid Chinook and chum salmon bycatch under any condition of pollock and Chinook salmon abundance in all years. Amendment 110 also requires: (1) the use of salmon excluder devices; (2) penalties for vessels with consistently higher Chinook salmon PSC relative to other vessels fishing at the same time; and (3) fishing restrictions or performance criteria to ensure that Chinook salmon PSC rates in October are not significantly higher than in prior months.

The Chinook and Chum Salmon Bycatch Reduction Incentive Plan described below is designed to provide the incentives necessary to accomplish the goals and objectives of Amendments 91 and 110 (Exhibit A). The plan is implemented through the Chinook and Chum Salmon Bycatch Reduction Incentive Plan Agreement that follows (Exhibit B).

Exhibit A

Chinook and Chum Salmon Bycatch Reduction Incentive Plan

Introduction

The Chinook and Chum Salmon Bycatch Reduction Incentive Plan is designed to provide the incentives necessary to accomplish the goals and objectives of Amendments 91 and 110 to the Bering Sea and Aleutian Islands Fishery Management Plan (BSAI FMP). The plan builds on experience gained in the development and refinement of time-and-area-based “rolling hot-spot” salmon bycatch avoidance programs. The plan creates incentives to avoid salmon bycatch by restricting the pollock fishing opportunities of vessels with poor bycatch performance while allowing vessels with good bycatch performance less restricted access to pollock fishing grounds. Losing access to good pollock fishing grounds increases vessel operating costs and reduces product values while avoiding these costs and producing more high-value products increases vessel profits.

The plan is designed to work in concert with the set of annual Chinook bycatch limits specified in Amendments 91 and 110. The IPA will be implemented via allocation of the lower annual limit of Amendment 91 (here called the annual threshold amount, or ATA [47,591 fish]). In years of low Chinook abundance the ATA is reduced from 47,591 fish to 33,318 fish (Amendment 110). Primary plan components include: (1) data gathering, monitoring, reporting, and information sharing; (2) identification of bycatch avoidance areas (BAA); and (3) area fishing prohibitions for vessels with poor bycatch performance. While the main incentive plan components are the same for both Chinook and chum salmon, they are implemented in different ways and different times because the bycatch of Chinook and chum salmon differs depending on the time of year and fishing area. The plan components and their relationship to the requirements of Amendments 91 and 110 are described in detail below.

Chinook Salmon Components

1. Data Gathering, Monitoring, Reporting, and Information Sharing.

The foundation of the plan is an industry program of data gathering, reporting, and information sharing that allows plan participants to identify areas of relatively higher salmon bycatch on the pollock grounds in near real time. To implement the program, plan participants must direct the NMFS to release all vessel observer reports and official landing records to the Technical Representative as soon as the information is made available by NMFS. Each participant must also require its vessels to obtain and maintain an operational vessel monitoring system (VMS), and each vessel must provide the Technical

Representative access to its VMS tracking data. VMS tracking data allows the Technical Representative to monitor the precise location and general activities of all plan vessels in real time. The industry salmon data sharing agreement is included in Exhibit B, Attachment B to this agreement.

2. Identification of Bycatch Avoidance Areas.

The first step in creating a program of incentives for pollock vessels to avoid Chinook salmon bycatch is to employ data gathering, reporting, and information sharing to identify local areas of relatively higher Chinook abundance on the pollock grounds. Within these areas, relatively higher Chinook bycatch is likely to occur, especially when the amount of Chinook bycatch is evaluated in a way that also reflects the amount of pollock harvest. To accomplish this, the plan requires the Technical Representative to gather, compile, analyze, and evaluate pollock catch and Chinook bycatch records from all pollock fishery participants for each week during which a plan vessel fishes for pollock. Within the plan, areas of relatively higher Chinook bycatch are called bycatch avoidance areas (BAA).

About a decade of industry experience has shown that the most effective way to create incentives for vessels to avoid salmon bycatch is to focus the program on those areas where Chinook salmon bycatch is highest when compared to the amount of pollock harvested. So the BAA are identified using an index of relative salmon abundance that also reflects the amount of pollock harvested within an area. In general, the abundance index is constructed as a ratio of Chinook bycatch in numbers to pollock catch in metric tons within an area during some period of interest. The calculated value is often referred to as a Chinook salmon bycatch rate.²

To identify the BAA, the plan first requires the Technical Representative to calculate an index of relative salmon abundance using information from all vessels that fished for pollock during the prior three weeks. The rationale here is that such a calculation provides a useful fishery and grounds-wide index of salmon abundance on the grounds during the recent past. The three-week period comports with what has been learned about Chinook feeding migrations and the general persistence of Chinook concentrations on the grounds, and provides a convenient “yardstick” against which to compare similar indices of salmon concentrations within smaller, “local” areas more recently, e.g., during the prior week. This “baseline” index of relative salmon abundance during the recent past is called the base rate.

The next step requires that the Technical Representative evaluate relative Chinook abundance more recently and locally. To accomplish this, Alaska Department of Fish and Game (ADFG) statistical areas are used to provide a spatial framework within which recent Chinook abundance from a set of small areas can be evaluated and then compared to the

² Hereafter pollock fishery catch in metric tons is noted simply as tons.

base rate. These local-area-specific indices of relative Chinook abundance are called area bycatch rates (ABR). The ABR are calculated by dividing the number of Chinook caught incidentally by the fishery during the prior week within an individual ADFG statistical area by the metric tons of pollock fishery catch from the area during the prior week. ABR are produced for all ADFG statistical areas from which the Technical Representative receives a catch report from a vessel fishing for pollock.

The final step in the identification of the BAA is to compare the ABR to the base rate for those ADFG areas within which a substantial amount of pollock fishing occurred. A substantial amount of pollock fishing is generally considered to be more than two percent of the total pollock catch by the fishery during the prior week. If the ABR is greater than the base rate, then the area qualifies for designation as a BAA. After the set of ADFG statistical areas with ABR greater than the base rate is identified, the Technical Representative is required to develop a bycatch avoidance area boundary using a series of latitude and longitude coordinates appropriate to reduce Chinook salmon bycatch. A map of the pollock grounds showing the BAA boundaries is then produced and distributed to all plan vessels via e-mail.

As noted, experience has shown that the most effective way to create incentives for vessels to avoid salmon bycatch is to focus the program on those areas where Chinook salmon bycatch is highest when compared to the amount of pollock harvested. Experience has also shown that in most years such areas are located along the outermost portion of the EBS continental shelf, and during any particular week are generally less than 1,500 miles in extent. In addition, during most weeks most areas with relatively higher Chinook bycatch are located east of 168 degrees west longitude. Consequently, the plan includes some limits on the size and location of the BAA. For example, the maximum size of all BAA west of 168 degrees West longitude is 500 square miles, the maximum size of all BAA together is 1,500 square miles, and at most two BAA may be identified during any week both east and west of 168 degrees west longitude (i.e., there can be at most four distinct BAA during any week, and their combined size will be at most 1,500 square miles).

Also, because it is well known that areas of relatively higher Chinook salmon bycatch occur along the outermost portion of the continental shelf, and because the Amendment 91 and 110 regulations provide a limit on the amount of Chinook salmon that may be taken incidentally in the pollock fishery, it is anticipated that vessel fishing habits will change somewhat such that vessels will be less inclined to fish in areas where Chinook bycatch has often been relatively high during prior seasons. In the plan, these areas of historically higher bycatch are called core areas. If this turns out to be the case, then it is possible that the program could identify BAA outside of the areas where Chinook bycatch has been high historically, and vessels that purposefully avoid fishing in the BAA could end up fishing in areas with higher relative bycatch. To guard against this possibility, the plan includes a provision that restricts the designation of BAA during the A-season (winter fishery) to within about 13,000 square miles of areas along the outer shelf, and during the

B-season to about 33,000 square miles of areas along the outer shelf (summer fishery). Maps of the core areas and the latitude and longitude coordinates of their boundaries are provided in Exhibit B, Attachment C.

The plan also limits the extent of the BAA by including a minimum value for the base rate. The minimum base rate value is 0.035 Chinook salmon per ton of pollock catch. Given past experience, the minimum value is anticipated to apply only during years when Chinook abundance on the grounds is very low, and even during these years, it is likely to apply only during some fraction of the fishing weeks in a season.

The plan includes a minimum value for the base rate for practical reasons. Based on analysis of more than a decade of catcher-processor catch records, even during past years of low salmon abundance (e.g., 1997 through 2001) significant concentrations of Chinook were often encountered at locations along the outermost areas of the shelf, and during many weeks substantial areas were identified with ABR greater than 0.040 Chinook per ton of pollock catch. But the most salient difference in the distribution of Chinook during years of low versus medium-to-high abundance is that during the low-abundance years the “patchiness” of Chinook is increased. On the grounds, this results in large areas within which Chinook abundance is uniformly very low. For vessels fishing within these areas, the odds of reducing Chinook bycatch by moving to different locations within these areas are also very low.

The main reason for this is that where Chinook abundance is uniformly low, vessel bycatch is mainly determined by random factors associated with changes in weather, winds, water temperatures, and currents. In practice, prohibiting a vessel from fishing within local areas of relatively low Chinook abundance typically increases vessel operating costs and reduces the value of the products produced without reducing salmon bycatch. Such outcomes essentially undermine the objectives of the incentive program because where Chinook abundance is low, vessel bycatch performance is determined largely by random changes in factors that are not under the direct control of the vessel. A minimum value for the base rate of 0.035 Chinook per ton of pollock catch is anticipated to reduce somewhat the number and extent of bycatch avoidance areas during years of low Chinook abundance on the grounds. But this reduction is expected to occur only for grounds areas with relatively uniform and low abundance, and this should improve the overall effectiveness of the plan.

3. Pollock Fishing Prohibitions.

One of the most practical and direct methods to create incentives for a vessel to avoid Chinook salmon bycatch is to limit the pollock fishing opportunities of the vessel if the vessel bycatch rate is high. This simple approach works especially well for catcher-processor vessels because efficient processing of pollock requires an uninterrupted flow of fish to the factory, and this can be most often achieved when the vessel has nearly

unrestricted access to the pollock grounds. Because experience has shown that high concentrations of pollock are often found within the same local areas where high concentrations of Chinook salmon are encountered, limiting fishing opportunities in local areas of relatively higher Chinook bycatch provides an efficient means to create a financial incentive for an individual vessel to avoid Chinook salmon bycatch. Losing access to good pollock fishing grounds increases vessel operating costs and reduces the amount of products that can be produced during a day of fishing. A vessel that retains nearly unrestricted access to good pollock fishing opportunities avoids costs associated with moving and finding pollock in other areas, and the vessel can produce a greater amount of products each day.

Except for short periods at the beginning of the winter and summer fishing seasons, the plan requires that the Technical Representative evaluate both the current and past (cumulative) bycatch performance of each plan vessel during every week that a plan vessel harvests pollock. The short program “start-up” periods are used to gather and evaluate fishery catch and bycatch information and assess the baseline abundance of Chinook on the grounds.

To evaluate current vessel bycatch performance, the Technical Representative is required to measure the relative bycatch performance of each plan vessel during the prior two weeks, and then compare the performance of each vessel to a standard that represents better than average performance. The measure of current vessel bycatch performance is called the vessel bycatch rate (VBR). The VBR is calculated by dividing the number of Chinook caught incidentally by the vessel during the prior two weeks by the tons of pollock caught by the vessel during the prior two weeks. A two week period is used because experience has shown that day-to-day vessel bycatch performance is influenced by random factors associated with changes in weather, winds, water temperatures, and currents, and measuring performance over a two-week period “dampens” the effects of these random influences, so increasing the usefulness of this measure of performance in the creation of an incentive for the individual vessel to avoid bycatch.

If the current bycatch performance of a plan vessel is not better than average, then the vessel is prohibited from fishing in the BAA for a week. Because the base rate is calculated by aggregating pollock catch and bycatch data from all vessels fishing for pollock, the base rate provides a measure of the average bycatch performance of the vessels fishing for pollock. The plan establishes the better-than-average-performance standard at 75 percent of the base rate. So every plan vessel with current bycatch performance higher than 75 percent of the base rate is prohibited from fishing within the BAA for seven days (i.e., the following week). If during the following week the current bycatch performance of a vessel operating under a fishing prohibition remains higher than 75 percent of the base rate, then the vessel is prohibited again from fishing in the bycatch avoidance areas for an additional seven days. In the plan, a seven-day fishing prohibition is called a weekly fishing prohibition.

The plan agreement also requires the Technical Representative to identify vessels with persistent poor bycatch performance over several seasons, and to provide information such that every plan vessel is aware of the distribution of the bycatch performance of all plan vessels during each fishing season. These tasks are accomplished by tracking vessel cumulative bycatch performance. The cumulative bycatch performance of a vessel is measured two ways. First, during a fishing season, cumulative performance is measured as the total amount (number) of Chinook salmon bycatch by the vessel during the season divided by the tons of pollock catch by the vessel during the season. This value - the vessel cumulative bycatch rate - is included in the weekly fishing prohibition notice and provides information about the distribution of vessel bycatch performance that includes results from the first season-day of plan-vessel fishing onward. This information, collected over several seasons, is used to identify vessels with poor bycatch performance.

Second, during a fishing year, vessel cumulative performance is measured relative to the pollock allocation assigned to that vessel. Vessel annual cumulative bycatch performance is evaluated against a standard designed to magnify the incentive to avoid salmon bycatch during years when the baseline abundance of Chinook is medium and high. Based on analysis of more than a decade of catcher-processor catch records, it seems that an annual bycatch of about 8,500 Chinook indicates a year of medium Chinook abundance on the grounds traditionally fished by catcher-processors. This number of Chinook is divided among the plan vessels according to the tons of pollock they plan to catch. For the individual vessel, this number of Chinook is called the vessel cumulative bycatch amount.

The vessel cumulative bycatch amount is relevant only for those plan vessels that receive a weekly fishing prohibition. For these vessels, if Chinook bycatch during the year is higher than the vessel cumulative bycatch amount, then the vessel is prohibited from fishing in the BAA for two weeks. For the catcher-processor sector, 8,500 Chinook represents about 63 percent of the ATA. For an individual plan vessel, which may fish pollock allocations from multiple sectors, a standard that represents 63 percent of the ATA can be developed if both the vessel pollock allocation and the sector directed fishing allowance are known. With the sector directed fishing allowance known, a bycatch rate can be calculated that produces the sector ATA. This bycatch rate is called here the sector annual threshold rate. For plan vessels with pollock allocations from more than one sector, the medium-abundance standard is obtained by multiplying its pollock allocation from each sector by 63 percent of the appropriate sector annual threshold rate, and then adding together these bycatch amounts. In the plan, this is called the vessel cumulative bycatch amount, and a fourteen-day fishing prohibition is called an extended fishing prohibition. So as noted above, if a vessel receives a weekly fishing prohibition and its Chinook bycatch exceeds its vessel cumulative bycatch amount, then it is subject to an extended fishing prohibition.

Finally, the Technical Representative must also identify vessels with poor bycatch performance by comparing relative vessel performance over several pollock seasons. At the end of each season vessels with bycatch performance (Chinook salmon per ton of pollock catch) greater than one and one-half (1.5) standard deviations above the average vessel performance are identified. If a vessel is so identified during three consecutive seasons, then the vessel is designated a poor performance vessel during the following season. All vessels so designated are prohibited from fishing in all BAA for the entire season. If the following season is a B-season, then these poor-performance vessels are also prohibited from fishing in the B-season Chinook Salmon Conservation Areas during October.

4. Chinook Salmon Conservation Areas.

As noted, Chinook salmon feeding migrations produce concentrations of Chinook salmon in particular fishing locations and these locations are known to pollock fishermen. Pollock fishermen know these areas because pollock are also concentrated in these areas. However, the times during which pollock and Chinook are abundant in any local area depends on a host of environmental and physical-oceanographic conditions that change with the seasons and the weather, such that it is not generally possible to know precisely the locations of pollock and Chinook before going fishing for pollock.

Analysis of catch records over a decade or more has revealed the existence of one area along the outer continental shelf within which it seems that high concentrations of Chinook salmon are found almost every year during the winter fishery. Based on this analysis, an A-season fishing prohibition within this approximately 735 square mile area is included in the plan (A-season Chinook Salmon Conservation Area).

Additional analysis of B season catch records over two decades shows that when migrating Chinook arrive on the outer continental shelf in large numbers during September, the odds that concentrations of Chinook will be encountered by the fishery in October appear to increase. To reduce Chinook bycatch during October, the plan includes a B-season “triggered” fishing prohibition of approximately 1,295 square miles along the outermost shelf (B-season Chinook Salmon Savings Areas). All plan vessels are prohibited from fishing in the B-season areas beginning on October 15th and continuing through to the end of the season during those years when the bycatch during September of all plan vessels combined exceeds 0.015 Chinook per ton of pollock catch. Maps of the Chinook Salmon Conservation Areas and the latitude and longitude coordinates of their boundaries are in Exhibit B, Attachments C and D.

5. Salmon Excluder Trawl.

A salmon-excluder trawl is a pelagic trawl that contains at least one clear opening no smaller than one square meter in size, located in the aft (small mesh) portion of the

trawl, and designed specifically to allow salmon to escape the trawl with a minimum of injury. The plan agreement requires all vessels to use a salmon-excluder trawl for all trawls made during January, February, and March of the A-season, and for all trawls made during September and October of the B-season. The months during which vessels must use salmon-excluder trawls were determined via an analysis of catch records and reflect periods when Chinook salmon are likely to be encountered on the fishing grounds.

6. Management of Vessel Allocations.

As noted in the introduction, the plan is designed to work in concert with the bycatch allocation management activities of the entities authorized within Amendment 91 to manage bycatch allocations. For example, the plan includes a requirement for the constitution of a limit buffer to ensure that the sector bycatch limits established by Amendment 91 are conserved. The buffer is made up of contributions from all plan vessels in amounts equal to at least two-thirds of one percent of the vessel Chinook allocation. Because the limit buffer is planned to address some unexpected, unknown event, it is anticipated that the Chinook salmon allocations in the buffer will not be needed to harvest the pollock allocation.

The plan also includes a requirement that the Technical Representative notify the allocation management entity when the Chinook bycatch of any plan vessel reaches 95 percent of its Chinook allocation. This requirement was added to the plan to ensure that the entities managing the bycatch allocations of plan vessels have sufficient time to assess the need for and-or timing of stop-fishing orders.

It is anticipated that most of the Chinook salmon allocations managed under this plan will be from the catcher-processor and CDQ sectors. The entities managing the allocations from these sectors have agreed to provide plan vessels allocations of the sector annual threshold amount at the start of each fishing year. After the start of the fishery, these entities could decide to allocate the 60,000 Chinook limit among the plan vessels, but this would require an affirmative action by the management entity members.

7. Communication.

The primary weekly communication between the Technical Representative and the plan vessels is the weekly prohibition notice. The notice is distributed via e-mail before 6:00 P.M. Pacific time on Thursday each week during which a plan vessel fishes for pollock. The notice includes: (a) an avoidance area map, including tables with latitude and longitude coordinates of Bycatch Avoidance Areas and Chinook Salmon Conservation Areas; (b) a tabulation of individual vessel bycatch performance, including the vessel bycatch rate, its cumulative bycatch rate, and the vessel performance marker; (c) a list of the vessels subject to a weekly fishing prohibition; (d) a list of vessels subject to an extended fishing prohibition; (e) a list of vessels subject to a season fishing prohibition; (f)

a list of vessels subject to a B-Season Conservation Area fishing prohibition; and (g) any additional information agreed to by the plan Agreement Group. The BAA fishing prohibitions included in a notice become effective at 6:00 P.M. Alaska local time on the Friday following their announcement.

8. Plan Management.

An Agreement Group is established by the plan. The responsibilities of the group include interpreting the contract that implements the plan, resolving disputes among the fishery participants that manage pollock allocations under the plan, verifying penalties, and recommending modifications to the plan.

9. Penalties.

The plan includes financial penalties for: (1) violations of bycatch avoidance area fishing prohibitions; (2) fishing in a Chinook Salmon Conservation Area; and (3) failing to meet plan requirements for VMS operation. For violations of a fishing prohibition and for fishing in a conservation area, the penalty is \$10,000 for the first annual violation, \$15,000 for the second annual violation, and \$20,000 for the third and subsequent annual violations. In the plan, each tow is considered a separate violation for the purpose of penalty calculation. The penalty for violating the VMS requirements is \$1000 per day for every day over thirty consecutive days of violation.

10. Third Party Notification.

The plan provides that the weekly prohibition notice and all instances of vessel non-compliance with plan components are to be provided to the Bering Sea Fisherman's Association (BSFA), an independent third party group.

Chum Salmon Components

1. Data Gathering, Monitoring, Reporting, and Information Sharing.

The plan components that implement data gathering, reporting, and information sharing to identify areas of relatively higher chum salmon bycatch on the pollock grounds are the same as those for Chinook salmon.

2. Identification of Bycatch Avoidance Areas.

The methods used to identify BAA for chum salmon are the same as those described above for Chinook salmon except that:

- (1) BAA for chum salmon are only identified during the B-season;

(2) during the first three weeks of the B-season the base rate is set at 0.200 chum salmon per ton of pollock catch;

(3) during June and July a base rate “floor” (minimum value) of 0.200 chum salmon per ton of pollock catch is adopted, then during August the “floor” is reset to 0.500, and then during September and October the base-rate “floor” is reset to 1.00 chum salmon per ton of pollock catch;

(4) the base rate is not allowed to increase by more than 20 percent week-to-week during June and July;

(5) during June and July the combined sizes of all BAA east and west of 168 degrees West longitude are limited to 3,000 square miles and 1,000 square miles, respectively;

(6) during August, September, and October the combined sizes of all BAA east and west of 168 degrees West longitude are limited to 1,500 square miles and 500 square miles, respectively;

(7) at most four BAA identified during any week with a maximum total area of 4,000 square miles in June and July and 2,000 square miles during August-October; and

(8) chum salmon BAA may be updated on the Monday following the Thursday fishing prohibitions notice.

Chum salmon BAA are identified only during the pollock B-season because the bycatch of chum salmon in the pollock fishery is usually very low during the A-season. A low base rate is used during season start-up because chum salmon bycatch is anticipated to be low during June and early July. This low value is also adopted as the base-rate “floor” (minimum value) during June and July.

The base-rate minimum values are increased during August-October because both government and industry analyses of chum salmon bycatch show that higher levels of baseline salmon abundance usually result in higher chum bycatch during this period. Given past experience, these low baseline values are anticipated to limit candidate BAA only during some months of the fishing season when abundance on the grounds is low.

Depending on a host of biological and physical-oceanographic conditions, chum salmon during feeding migrations can arrive on the grounds in high densities over wide areas. For this reason, the total combined-areas limit of chum salmon BAA is higher than for Chinook salmon. Under conditions of rapidly increasing abundance the base-rate “collar” reduces the baseline used to benchmark vessel bycatch performance, and so the number of candidate BAA is increased, and the steps to identify chum salmon BAA also

includes the possibility that BAA in force from 6:00 P.M. on the Friday following the Thursday notice may be updated at 6:00 P.M. on the Tuesday following the Monday notice. Both of these provisions provide incentives for masters to consider fishing-operation movements of greater distance.

3. Chinook Protection Priority.

Beginning on September 1st, whenever a bycatch rate equal to or greater than 0.035 Chinook per ton of catch is encountered in any ADFG statistical area east or west of 168° W longitude, any candidate chum BAA within those areas east and west of 168° W longitude are provided as information only for the remainder of the B season. However, the Technical Representative will continue to include chum salmon bycatch rates by ADFG statistical area in a weekly notice.

The Chinook protection priority eliminates chum salmon avoidance incentives during September and October, a period when Chinook abundance on the grounds usually increases. Because in the fall Chinook often appear first within the Bering Canyon while chum salmon may still be on the fishing grounds to the northwest, the plan may, for example, adopt Chinook BAA east of 168 degrees West longitude while preserving BAA for chum salmon west of 168 degrees West longitude.

4. Pollock Fishing Prohibitions.

Only weekly pollock fishing prohibitions associated with chum salmon BAA are employed to avoid chum salmon bycatch.

5. Communication.

The primary communications between the Technical Representative and the plan vessels is the chum salmon fishing prohibition notice and prohibition notice update. The notice is distributed via e-mail before 6:00 P.M. Pacific time on Thursday of each B-season week during which a plan vessel fishes for pollock. The update is distributed via e-mail before 6:00 P.M. Pacific time on Monday of each B-season week during which a plan vessel fishes pollock. Each notice includes: (a) an avoidance area map, including tables with latitude and longitude coordinates of Bycatch Avoidance Areas; (b) a tabulation of individual vessel chum salmon bycatch rate; (c) a list of the vessels subject to a weekly fishing prohibition; and (d) any additional information agreed to by the plan Agreement Group. Any BAA fishing prohibitions included in the Thursday notice become effective at 6:00 P.M. Alaska local time on the Friday following their announcement and any prohibitions in the Monday update become effective at 6:00 P.M. Alaska local time on the Tuesday following their announcement.

6. Plan Management.

The plan components that implement plan management, penalties, and third-party notifications for chum salmon are the same as those for Chinook salmon.

Regulatory Compliance

The Amendment 91 and 110 bycatch limits and the IPA components together provide a constellation of vessel-level financial and operational incentives to avoid Chinook and chum bycatch under any condition of salmon and pollock abundance on the grounds in all years. The sections below provide the descriptions of the IPA as required by NMFS regulations. Several plan components are responsive to more than one compliance criteria and so may be referenced repeatedly below.

- a. The incentive(s) that will be implemented under the IPA by the operator of each vessel participating in the IPA to avoid Chinook and chum salmon bycatch under any condition of pollock and Chinook salmon abundance in all years.**

The plan contains incentives to avoid Chinook and chum salmon bycatch under any condition of pollock and Chinook salmon abundance. The weekly evaluations of current vessel bycatch performance are expected to create incentives for the individual vessel to avoid Chinook and chum bycatch during seasons of low to moderate salmon abundance on the grounds. This is achieved by allowing vessel bycatch benchmarks to vary with the baseline abundance of Chinook and chum on the grounds, such that during seasons of low abundance, the standard will “float” down to levels as low as one Chinook in 30 tons pollock catch and one chum salmon in 5 tons of pollock catch.

Even with the minimum base-rate value, past experience shows that BAA will be identified during years of low Chinook abundance. For example, during 2000, which was a year of very low Chinook abundance on the grounds, over half of the bycatch caught incidentally by the catcher-processor sector was taken during weeks when several ADFG statistical areas showed an ABR higher than 0.035 Chinook per ton of pollock catch. Past experience supports our conclusion that, at least over the range of salmon abundance experienced by the catcher-processor sector over the last 10 years, a weekly evaluation of the bycatch performance of each plan vessel that harvests pollock will provide an effective incentive to avoid Chinook and chum bycatch for the individual level.

As noted, the weekly evaluations of Chinook cumulative vessel bycatch performance compare vessel Chinook bycatch to a standard intended to magnify the incentive to avoid Chinook when Chinook abundance on the grounds is medium to high. As pollock and salmon abundance on the grounds increases, the evaluations of over the year, will be increasingly difficult to meet for plan vessels that are not able to avoid Chinook bycatch beginning on the first day of the season. Because the standard against which cumulative vessel bycatch performance is judged is based on a fixed fraction of each sector annual threshold amount, plan vessels must always be “on guard” against the possibility that baseline abundance may increase to moderate or high levels. The only sure way prepare

for this possibility is to maintain vessel Chinook bycatch at a low level. Finally, during years of high Chinook and chum salmon abundance it is clear that the threat of the receipt of a stop fishing order, with its concomitant lost revenue, will provide a strong incentive to avoid salmon bycatch for the individual vessel.

b. How the incentives to avoid chum salmon do not increase Chinook salmon bycatch.

The chum salmon program contains several components to prevent increases in Chinook salmon bycatch. The primary mechanism is the Chinook protection priority, which eliminates incentives to avoid chum salmon bycatch when the Chinook bycatch rate exceeds 0.035 Chinook per ton of pollock catch. The 0.035 rate is a relatively conservative rate, with pollock catch of 30 tons per Chinook salmon. The 50 percent reduction in the combined sizes of the chum salmon BAA during August-October is also anticipated to reduce the possibility that chum avoidance could result in higher Chinook bycatch. Smaller chum salmon BAA should allow for more efficient fishing operations. Experience has shown that the sooner plan vessels catch the B-season pollock allocation, the lower Chinook bycatch will usually be. The chum salmon program components together provide a simple and practical means to reduce significantly the potential that chum salmon BAA could result in higher Chinook bycatch.

c. The rewards for avoiding Chinook salmon, penalties for failure to avoid Chinook salmon at the vessel level, or both.

The IPA creates both rewards for avoiding Chinook salmon and penalties for failure to avoid Chinook salmon at the individual vessel level. Penalties for failure to avoid salmon bycatch are imposed by restricting the pollock fishing opportunities. Rewards for avoiding salmon are created by allowing vessels with good bycatch performance nearly unrestricted access to the pollock grounds. Losing access to pollock grounds where high concentrations of Chinook are found creates an incentive to avoid Chinook bycatch because high Chinook bycatch often occurs at times and places where pollock fishing is economically very efficient. Losing access to good fishing grounds increases vessel operational costs and reduces the value of the products. Vessels with good bycatch performance are rewarded with nearly unrestricted access to the pollock grounds, and experience has shown that these vessels will produce more revenue at lower operating costs than vessels which are prohibited from preferred pollock fishing locations.

The threat of higher production costs due to reduced access to preferred pollock fishing grounds exists at the vessel level because the weekly bycatch performance evaluations and the fishing prohibitions that may result are imposed at the vessel level. Because the operator of the vessel is responsible for the bycatch performance of the vessel, and because the consequences of poor bycatch performance must be borne by the vessel

(e.g., higher fishing costs due to movement away from preferred fishing locations or reduced roe recovery), this plan will create incentives to avoid salmon bycatch for the individual vessel.

d. How the incentive measures in the IPA are expected to promote reductions in a vessel's Chinook and chum salmon bycatch rates relative to what would have occurred in absence of the incentive program.

The structure of the incentives to avoid Chinook and chum bycatch contained in the IPA is based on a decade of industry experience developing and refining time-and-area-based "rolling hot spot" (RHS) programs. Beginning in 2006, a RHS program developed and implemented by the pollock-industry was adopted by the North Pacific Fishery Management Council (NPFMC) to reduce salmon bycatch in the eastern Bering Sea pollock fishery. The rules implementing the RHS programs required that they be evaluated annually. *However, an important difference between prior RHS programs and this plan is that the incentives to avoid salmon bycatch contained in both the Chinook and chum plan are vessel-level incentives while those of the past RHS programs operated at the level of the pollock-fishery cooperative.* The anticipated effect of this difference is discussed below.

In the RHS report for the 2006 B-season, Figures 1-3 show the sequence during which bycatch avoidance areas are identified, pollock fishing prohibitions are established, and salmon bycatch is reduced (Bering Sea Pollock Intercooperative Salmon Avoidance Agreement Report, NPFMC, 605 West 4th Ave. Suite 306, Anchorage, Alaska). These events unfold because high salmon bycatch often occurs at times and places where pollock fishing is economically very efficient, because salmon abundance on the grounds is "patchy" over periods of several weeks and areas of 500-1,500 square miles, and because areas of relatively higher salmon abundance can be identified by industry in near real time. Experience also confirms that the fishing locations of vessels which may not have fished in bycatch avoidance areas during a particular week are also influenced by the locations of these areas, although the precise effects of the programs on these vessels is difficult to measure.

The RHS evaluations were designed to estimate likely differences in vessel salmon bycatch rates relative to what would have occurred in the absence of the program. The 2006-2009 results indicate that during the A-season the program likely has reduced Chinook bycatch by 70 percent or more while for the B-season the estimated percentage reductions are more variable and often much lower, ranging from negative to at most 70 percent. In the most recent 2015 American Fisheries Act (AFA) inter-cooperative annual report, the cooperative level chum salmon rolling hot spot program was estimated to have reduced chum salmon bycatch by 27% in the B season. With vessel level incentives, a reduction in chum bycatch would be expected to increase. Even with the documented uncertainties about the complete extent of fishing location changes due to the incentives to avoid salmon bycatch in the RHS programs, the evaluations provide strong evidence that

the programs have promoted reductions in vessel Chinook and chum salmon bycatch rates relative to what would have occurred in absence of the program.

As noted above, while the past RHS programs contain incentives that depend on bycatch by a pollock fishery cooperative, the plan contains incentives to avoid salmon at the individual vessel level. On the grounds, with all else equal, vessel-level incentives to avoid salmon bycatch are expected to produce greater reductions in Chinook bycatch than the cooperative-level incentives contained in the RHS programs. The reason for this is that under certain conditions of cooperative bycatch performance, incentives for the individual vessel to avoid salmon bycatch are weak or disappear entirely. For example, under the RHS program, during weeks when most all cooperative vessels experience poor bycatch performance, the incentive for an individual vessel to improve bycatch performance disappears as it is generally not possible for a single vessel to greatly influence the bycatch performance of the cooperative as a whole. In this case the actions of a single vessel to improve bycatch performance will not allow the vessel to escape a fishing prohibition. For weeks during which the bycatch performance of most vessels is very good, the incentive for the individual vessel to avoid salmon bycatch is weakened, as poor bycatch performance by a single vessel, or a small group of vessels, may not worsen the bycatch performance of the cooperative sufficiently to warrant the sanction of a fishing prohibition. In both of these circumstances, the individual vessel incentives in this plan are expected to be superior to those of the prior RHS programs, so it may be anticipated that the IPA will promote reductions in vessel Chinook and chum salmon bycatch rates relative to what would have occurred in absence of the plan.

e. How the incentive measures in the IPA promote Chinook salmon and chum salmon savings in any condition of pollock abundance or Chinook salmon abundance in a manner that is expected to influence operational decisions by vessel operators to avoid Chinook salmon and chum salmon.

As described above, the threat of higher production costs due to reduced access to preferred pollock fishing grounds exists for the individual vessel because the bycatch performance tests and the fishing prohibitions that result from failing the tests are for individual vessels. Because the operator of the vessel is responsible for the bycatch performance of the vessel, and because the consequences of poor bycatch performance must be borne by the vessel (e.g., higher fishing costs due to movement away from preferred fishing locations or reduced roe recovery), the IPA will create incentives to avoid salmon bycatch performance by the individual vessel. Vessels with good bycatch are rewarded with nearly unrestricted access to the pollock grounds, and experience has shown that these vessels will produce more revenue at lower operating costs than vessels which are prohibited from preferred pollock fishing locations.

Should salmon abundance on the grounds decrease, either year-to-year or during a pollock season, vessel bycatch performance is measured against a standard that also

decreases. To meet a lower standard and maintain access to preferred fishing grounds, a vessel must reduce its salmon bycatch per ton of pollock. And because the standard is substantially lower than the “average” pollock fishing vessel, the incentive programs are expected to create a “race to lower and lower bycatch” during periods of low salmon abundance on the grounds.

As pollock and Chinook salmon abundance on the grounds increases, the vessel bycatch performance evaluations are increasingly difficult to satisfy even with better-than-average performance because the standard employed to determine whether an extended fishing prohibition is imposed is based on cumulative Chinook vessel bycatch performance from the first day of fishing through to the last day of fishing, and because the performance benchmark is based on a fixed fraction of each sector’s annual threshold amount. As such, in years of moderate salmon abundance, vessel incentives to avoid salmon bycatch increase because failure to avoid a weekly prohibition exposes the vessel to an evaluation based on its cumulative Chinook bycatch over all previous weeks. So if a vessel begins a year with poor bycatch performance during a year when salmon abundance on the grounds is moderate to high, it must continue to improve its performance such that it avoids weekly fishing prohibitions because receipt of a weekly fishing prohibition brings with it exposure to an extended prohibition based on its bycatch performance since the start of the fishing year.

f. How the IPA ensures that the operator of each vessel governed by the IPA will manage that vessel’s Chinook salmon bycatch to keep total bycatch below the performance standard for the sector in which the vessel participates.

The plan contains A-season and B-season Chinook Conservation Areas fishing prohibitions that will limit bycatch in all conditions of pollock and Chinook abundance. In particular, the B-season prohibition is designed to reduce the late-season high Chinook bycatch that has occurred in past years when the Chinook feeding migration begins to move onto the outer shelf in August. This plan component is expected to keep Chinook bycatch below the performance standard.

Each plan vessel will also make decisions about fishing operation within the constraints of the Chinook allocations available to the vessel. As noted previously, the entities that will manage the Chinook allocations of all plan vessels have agreed to allocate only the amount of Chinook PSC consistent with the relevant sector annual threshold amount at the start of each fishing year. After the start of the fishery, these entities could decide to allocate the high annual limit to their plan vessels, but such allocation of the 60,000 Chinook limit (45,000 in low abundance years) Chinook limit will require affirmative action by these entities. The initial allocation of only the annual threshold amount (the sector fraction of the Performance Standard) is expected to reduce

significantly the possibility that the Chinook bycatch of all plan vessels combined would exceed the Performance Standard.

The plan contains a limit buffer, the purpose of which is to conserve the Performance Standard in the case of an unexpected, unknown event. The limit buffer provides insurance against an unexpected, high-bycatch tow near the end of the season that is sufficiently large as to put all the vessels from a sector over the Performance Standard. The plan also includes a requirement that the Technical Representative notify the allocation management entity when the Chinook bycatch of any plan vessel reaches 95 percent of its Chinook allocation. The purpose of this plan component is to ensure that the entities managing the bycatch allocations of plan vessels have sufficient time to assess the need for and-or timing of stop fishing orders to all vessels with a Chinook bycatch amount that is approaching their allocation.

Each plan participant must also provide the Technical Representative its initial vessel allocations of Chinook salmon. If the allocations are greater than the participant share of the annual threshold amount as calculated from information provided in the Final Rule implementing Amendment 91, then the entity managing the Chinook allocation(s) of the participant must certify to the Technical Representative that the relevant sector will not violate the Performance Standard if the allocations reported by the participant are harvested in full.

g. How the IPA ensures that the operator of each vessel governed by the IPA will manage that vessel's chum salmon bycatch to avoid areas and times where the chum are likely to return to western Alaska.

Estimates of the stream-of-origin of chum salmon bycatch show bycatch of western Alaska chum salmon to be most prevalent in NMFS statistical area 509 and least prevalent in area 521. Analyses also indicate that chum salmon from western Alaska make up the greatest proportion of bycatch in the pollock fishery from early June to mid August. The combined-size limits of chum salmon BAA are largest East of 168 degrees West longitude during the months of June and July to match this pattern of chum salmon abundance. In addition, the base-rate "floor" is lowest during June and July. Both of these program components are expected to increase the size of candidate BAA when and where chum salmon that are likely to return to western Alaska rivers are encountered. As more genetic studies become available, program components will allow changes in the timing and location of chum salmon BAA such that bycatch of western Alaska chum may be better avoided.

h. The rolling hot spot program for salmon bycatch avoidance that operates throughout the entire A season and B season and the agreement to provide notifications of closure areas and any violations of the rolling hot spot program to the third party group.

BAA for Chinook salmon are identified during each week of the pollock A- and B-seasons when a plan vessel fishes for pollock. BAA for chum salmon are identified only during each week of the B-season when a plan vessel fishes for pollock. The IPA names the Bering Sea Fisherman's Association (BSFA), an entity representing western Alaskans who depend on salmon and have an interest in salmon bycatch reduction but do not directly fish in a groundfish fishery, as the third party group. The BSFA will receive all Chinook and chum salmon fishing prohibition notices, as well as reports of all instances of plan-vessel non-compliance with plan components.

i. The restrictions or penalties targeted at vessels that consistently have significantly higher Chinook salmon PSC rates relative to other vessels fishing at the same time.

The IPA was amended in 2015 to include penalties on vessels that display chronic poor bycatch performance over several pollock seasons. At the end of each season, vessels with bycatch performance (Chinook salmon per ton of pollock catch) greater than one and one-half (1.5) standard deviations above the average vessel performance are identified. If a vessel is so identified during three consecutive seasons, then the vessel is designated a poor performance vessel during the following season. Vessels designated as poor performers are prohibited from fishing in any BAA for the entire season. If the following season is a B-season, then these vessels are also prohibited from fishing in the B-season Chinook Salmon Conservation Areas during October. While this provision is designed to identify and penalize chronic poor bycatch performance, an incentive for all vessels to improve Chinook bycatch performance is created as all vessels change fishing behavior to avoid the poor-performance designation.

j. The requirement for vessels to enter a fishery-wide in-season salmon PSC data sharing agreement.

The plan vessels are included in a fishery-wide in-season salmon PSC data sharing agreement. The signed document is attached in Exhibit B, Attachment B.

k. The requirement for the use of salmon excluder devices, with recognition of contingencies, from January 20 to March 31, and from September 1 until the end of the B season.

The plan requires the use of a salmon-excluder trawl for all trawls made during January, February, and March and all trawls during September and October. A salmon-excluder trawl is a pelagic trawl that contains at least one clear opening no smaller than one square meter in size, located in the aft (small mesh) portion of the trawl, and designed specifically to allow salmon to escape the trawl with a minimum of injury.

l. The requirement that salmon savings credits are limited to a maximum of three years for IPAs with salmon savings credits.

Salmon savings credits are not included in the IPA plan components.

m. The restrictions or performance criteria used to ensure that Chinook salmon PSC rates in October are not significantly higher than those achieved in the preceding months.

To better manage late season fishing, the plan includes a B-season triggered fishing prohibition for three areas of approximately 1,295 miles along the outermost shelf (B-season Chinook Salmon Savings Area). All plan vessels are prohibited from fishing in the B-season areas, beginning on October 15th and continuing through to the end of season, during years when the aggregate bycatch rate for all plan vessels during the month of September exceeds 0.015 Chinook per ton of pollock catch. This component is anticipated to limit increases in Chinook salmon PSC rates during October.

Other plan components anticipated to limit increases in Chinook salmon PSC rates during October include the higher base-rate minimum values for chum salmon during August-October and the Chinook protection priority. The base-rate “floor” for chum salmon increases from 0.200 during June and July to 0.500 during August, and finally to 1.00 during September and October. The Chinook protection priority deactivates chum salmon BAA when baseline Chinook abundance on the grounds exceeds 0.035 Chinook per ton of pollock catch. The reduction in chum avoidance incentives are intended to reduce the possibility that chum avoidance measures could increase Chinook bycatch during the latter portion of the B-season.

Exhibit B

Chinook and Chum Salmon Bycatch Reduction Incentive Plan Agreement

This **Chinook and Chum Salmon Bycatch Reduction Incentive Plan Agreement** is entered into by and between those Eligible Parties that signed the signature page(s) attached hereto ("**Agreement**").

RECITALS

- A. The North Pacific Fishery Management Council adopted, and the National Marine Fisheries Service approved, Amendments 91 and 110 to the Fishery Management Plan for Groundfish of the Bering Sea and Aleutian Islands Management Area to manage Chinook and chum salmon bycatch in the eastern Bering Sea pollock fishery ("**Fishery**").
- B. The Parties desire to establish an incentive program to avoid the bycatch of Chinook and chum salmon in the Bering Sea pollock fishery under any condition of pollock and Chinook salmon abundance in all years. The program implemented by this Agreement is further described in the document Chinook and Chum Salmon Bycatch Reduction Incentive Plan.
- C. The program establishes a system of real-time information sharing that allows the identification of areas of high Chinook and chum salmon abundance on the fishing grounds. Using this information, vessel bycatch performance is evaluated weekly, and only vessels with better than average performance gain nearly unrestricted access to the pollock fishing grounds. Vessels that do not achieve this level of performance are prohibited from fishing in local areas of higher Chinook and chum salmon abundance.
- D. Each Party intends to exercise all commercially reasonable efforts to implement the program.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Party independently agrees as follows:

1. Eligible Parties.

1.1. IPA Party. Any owner of an AFA-permitted vessel where the owner is also a member of an inshore cooperative, the catcher-processor sector entity, or the mother-ship sector entity, may join this Agreement as an IPA Party.

1.2. CDQ Group. Any CDQ Group may join this Agreement as a CDQ Group, provided that the owner(s) of the vessel(s) that harvest its CDQ pollock is an IPA Party.

1.3. IPA Representative. The IPA Representative shall become a Party to this Agreement.

1.4. Technical Representative. The Technical Representative shall become a Party to this Agreement.

2. Effective Date of Joining.

Participation requires that an Eligible Party complete and execute the addendum to this Agreement entitled "**Joining Addendum**," as set forth in Attachment A. The fully executed Joining Addendum shall be effective on January 1st, unless NMFS approves a different effective date. The Joining Addendum shall be attached to and incorporated by reference in this Agreement.

3. Responsibilities of IPA Parties.

Each IPA Party shall comply with the obligations of sections 3.1 through 3.7 below.

3.1. Weekly Chinook and/or chum Bycatch Avoidance Area Fishing Prohibition. Each IPA Party receiving either a Chinook and/or chum salmon Weekly Prohibition Notice shall prohibit the vessel(s) subject to a Weekly Fishing Prohibition from fishing within the Bycatch Avoidance Areas depicted on the latest Avoidance Area Map for one week ("**Weekly Fishing Prohibition**").

3.2. Extended Chinook Bycatch Avoidance Area Fishing Prohibition. Each IPA Party receiving a Chinook Weekly Prohibition Notice shall prohibit the vessel(s) subject to an Extended Fishing Prohibition from fishing in the Chinook Bycatch Avoidance Areas depicted on the latest Avoidance Area Map for an additional consecutive week ("**Extended Fishing Prohibition**").

3.3 Season Chinook Bycatch Avoidance Area Fishing Prohibition. Each IPA Party receiving a Weekly Prohibition Notice shall prohibit the vessel(s) subject to a Season Fishing Prohibition from fishing in the Chinook Bycatch Avoidance Areas depicted on the latest Avoidance Area Map during the entire season ("**Season Fishing Prohibition**")

3.4. Chinook Salmon Conservation Areas. A map of the Chinook Salmon Conservation Areas and the latitude and longitude coordinates of their boundaries during the "A" and "B" seasons are provided in Attachments D and E, respectively. Each IPA Party shall prohibit the vessels included in this Agreement from fishing in the "A" season Chinook Salmon Conservation Area. Additionally, each IPA Party shall prohibit the vessels included in this Agreement from fishing in the B-season Chinook Salmon Conservation Areas, beginning on October 15th and for the remainder of the season, in years when the aggregate bycatch rate of the IPA parties for the month of September exceeds 0.015 Chinook salmon per ton of pollock catch.

3.5 B-Season Chinook Conservation Area Fishing Prohibition. Each IPA Party receiving a Weekly Prohibition Notice during the B-season shall prohibit the vessel(s) subject to a Season Chinook Fishing Prohibition from fishing in the B-season Chinook Salmon Conservation Areas during October, (**"B-Season Chinook Conservation Area Fishing Prohibition"**)

3.6. Data Gathering. Each IPA Party acknowledges that the effectiveness of this Agreement depends upon rapidly gathering, analyzing and disseminating accurate data concerning Chinook and chum salmon bycatch in the Fishery. Each IPA Party shall approve and direct NMFS to release the observer reports and official landing records of its vessels to the Technical Representative as soon as commercially practicable after such documents are completed.

3.7. Chinook Reporting. Each IPA Party shall provide the Technical Representative documentation from the Entity or Entities responsible for receiving and managing Chinook salmon prohibited species catch allocations, to verify the amount of its annual Chinook Allocation in numbers of Chinook to be managed under the Agreement (**"Chinook Allocation"**). Each IPA Party shall also provide a list of vessels authorized to harvest its pollock allocation, the initial allocations of Chinook salmon prohibited species catch and pollock by Fishery sector of each vessel (**"Pollock Allocation"**), and information about the amounts of Pollock Allocation and Chinook Allocation subsequently transferred or received by its vessels.

3.8. VMS Requirement. Each IPA Party shall require its vessel(s) to obtain and maintain an operational VMS unit approved by the Technical Representative, provided that such units are available on a commercially reasonable basis. Each IPA Party shall require its vessel(s) to release its VMS tracking data to the Technical Representative. The Technical Representative shall not disclose any such information, other than as specifically authorized under this Agreement, as necessary to fulfill the intents and purposes of this Agreement, or after prior consent from the relevant IPA Party.

3.9. Salmon-Excluder Trawl Requirement. Each IPA Party shall require its vessel(s) to use a salmon-excluder trawl for all trawls made during January, February, and March of the A-season, and for all trawls made during September and October of the B-season.

3.10. Chinook Limit Buffer. Each IPA Party shall advise the Technical Representative of the size of its contribution to the limit buffer, provided that such contribution is at least two-thirds of one percent of its Chinook Allocation.

4. Responsibilities of CDQ Groups.

Each CDQ Group shall comply with the obligations of sections 4.1 and 4.2 below.

4.1 Chinook Reporting. Each CDQ Group shall provide the Technical Representative documentation to verify the amount of its Chinook Allocation in numbers of Chinook and Pollock Allocation in metric tons to be managed under the Agreement. Each CDQ Group shall also provide to the Technical Representative a list of vessels authorized to harvest its Pollock Allocation, and the initial Pollock Allocation and Chinook Allocation of each vessel.

4.2. Chinook Limit Buffer. Each CDQ Group shall advise the Technical Representative of the size of its contribution to the limit buffer, provided that such contribution is at least two-thirds of one percent of its Chinook Allocation.

5. Responsibilities of the Technical Representative.

The Technical Representative shall comply with the obligations of sections 5.1 through 5.16 below.

5.1. Bycatch Avoidance Area(s) Designations. The Technical Representative shall designate local areas of relatively higher salmon abundance on the pollock grounds each week during which pollock is harvested by an IPA Party ("**Bycatch Avoidance Area**"). The Technical Representative shall designate Chinook Bycatch Avoidance Areas in accordance with subsections (i), (ii), (iii), (v), and chum Bycatch Avoidance Areas in accordance with subsections (i), (iv), (v) below.

(i). Bycatch Avoidance Area Designation Criteria. An area shall qualify for designation as a Bycatch Avoidance Area if it satisfies the following requirements:

(a) the Technical Representative must determine that a substantial amount of pollock was harvested from within the area during the prior week, or that the area was designated a Bycatch Avoidance Area during the prior week and evidence satisfactory to the Technical Representative suggests that the Area Bycatch Rate (See section 5.3) is not likely to have changed; and

(b) the Area Bycatch Rate is greater than the Base Rate (See section 5.2).

The Technical Representative shall consider a pollock harvest in a single Alaska Department of Fish and Game statistical area of two percent (2%) of the total amount of pollock harvested by the Fishery during a week to be indicative of, but not dispositive of, whether a substantial amount of pollock is harvested in an area during a week. During weeks in which few vessels are actively fishing, a minimum of 300 tons of pollock catch must occur in an ADFG statistical area to be considered for a BAA.

(ii). Chinook Bycatch Avoidance Area Boundaries and Limits. The Technical Representative shall define Bycatch Avoidance Area boundaries using a series of latitude and longitude coordinates considered appropriate to reduce Chinook salmon bycatch. The following limits shall apply to all Chinook Bycatch Avoidance Area designations:

(a) Bycatch Avoidance Area(s) West of 168 degrees West longitude shall not exceed five hundred (500) square miles;

(b) the total area of all Bycatch Avoidance Areas shall not exceed one thousand and five hundred (1,500) square miles;

(c) there shall be no more than two (2) distinct Bycatch Avoidance Areas West of 168 degrees West longitude,

(d) there shall be no more than two (2) distinct Bycatch Avoidance Areas East of 168 degrees West longitude; and

(e) Bycatch Avoidance Areas shall be designated only within Core Areas unless evidence satisfactory to the Technical Representative suggests that historic areas of relatively higher rates of Chinook salmon bycatch are likely to have changed.

(iii). Chinook Core Areas. Relatively higher rates of Chinook salmon bycatch historically occur within areas along the eastern Bering Sea outer continental shelf, including within approximately 11,000 square miles of areas during the "A" season and 32,000 square miles of areas during the "B" season ("**Core Areas**"). The Core Areas are identified in Attachment C to this Agreement.

(iv). Chum Bycatch Avoidance Area Boundaries and Limits. The Technical Representative shall define Bycatch Avoidance Area boundaries using a series of latitude and longitude coordinates considered appropriate to reduce chum salmon bycatch. The following limits shall apply to all chum Bycatch Avoidance Area designations:

(a) Bycatch Avoidance Area(s) West of 168 degrees West longitude shall not exceed one thousand (1,000) square miles during June and July; After August 1st through the end of the B season, BAA shall not exceed five hundred (500) square miles;

(b) Bycatch Avoidance Area(s) East of 168 degrees West longitude shall not exceed three thousand (3,000) square miles during June and July; After

August 1st through the end of the B season, BAA shall not exceed fifteen hundred (1,500) square miles;

(c) there shall be no more than two (2) distinct Bycatch Avoidance Areas West of 168 degrees West longitude,

(d) there shall be no more than two (2) distinct Bycatch Avoidance Areas East of 168 degrees West longitude;

(v). Avoidance Area Map. The Technical Representative shall create a map depicting the Chinook Bycatch Avoidance Areas each week during which an IPA Party vessel fishes for pollock. The Technical Representative shall create a map depicting the chum Bycatch Avoidance Areas twice weekly during each "B" season week during which an IPA Party vessel fishes for pollock ("**Avoidance Area Map**").

5.2. Chinook Base Rate Calculations. The Technical Representative shall calculate the Base Rate each week beginning on or about January 28th during the "A" season, and on or about July 1 during the "B" season, and each week thereafter during which an IPA Party vessel fishes for pollock. Except during the periods indicated by subsections (i) and (ii) below, the Base Rate shall be calculated as the ratio of the total number of Chinook salmon taken incidentally by the Fishery during the prior three (3) weeks to the total number of tons of pollock caught by the Fishery during the prior three (3) weeks ("**Base Rate**"), provided that the Base Rate shall have a minimum value of 0.035 Chinook salmon per metric ton of pollock catch.

(i). Initial "A" Season Base Rate Calculation. Prior to February 14th, the Base Rate shall be calculated by dividing the total number of Chinook salmon taken incidentally by the Fishery during the "A" season of the prior year by the total number of tons of pollock caught by the Fishery during the "A" season of the prior year, provided that:

(a) if the initial "A" season Base Rate is less than 0.040 Chinook salmon per ton of pollock catch, then the initial Base Rate shall be 0.040 Chinook salmon per ton of pollock catch; and

(b) if the initial "A" season Base Rate is greater than 0.060 Chinook salmon per ton of pollock catch, then the initial Base Rate shall be 0.060 Chinook salmon per ton of pollock catch.

(ii). Initial "B" Season Base Rate Calculation. Prior to July 15th, the Base Rate shall be calculated by dividing the total number of Chinook salmon taken incidentally by the Fishery during the "B" season of the prior year by the total

number of tons of pollock caught by the Fishery during the “B” season of the prior year.

5.3. Chum Base Rate Calculations. The Technical Representative shall calculate the Base Rate for chum salmon each week beginning on or about July 1st during the “B” season, and each week thereafter during which an IPA Party vessel fishes for pollock. Except as directed by subsections (i) through (v) below, the Base Rate shall be calculated as the ratio of the total number of chum salmon taken incidentally by the Fishery during the prior three (3) weeks to the total number of tons of pollock caught by the Fishery during the prior three (3) weeks (**“Base Rate”**).

(i). Initial “B” season Base Rate Calculation. Prior to July 1st, the Base Rate shall be set at 0.200 until three weeks of fishing data has accumulated.

(ii). During the months of June and July the Base Rate shall not increase by more than 20% from week to week (**“Base Rate Collar”**).

(iii). If during the months of June and July the “B” season Base Rate is less than 0.200 chum salmon per ton of pollock catch, then the Base Rate shall be 0.200 chum salmon per ton of pollock catch (**“Base Rate Floor”**).

(iv). If during the month of August, the “B” season Base Rate is less than 0.500 chum salmon per ton of pollock catch, then the Base Rate shall be 0.500 chum salmon per ton of pollock catch (**“Base Rate Floor”**).

(v). Beginning September 1st through the end of the “B” season, if the “B” season Base Rate is less than 1.00 chum salmon per ton of pollock catch, then the Base Rate shall be 1.00 chum salmon per ton of pollock catch (**“Base Rate Floor”**).

5.4. Area Bycatch Rate Calculations. The Technical Representative shall calculate Chinook salmon Area Bycatch Rates each week and chum salmon Area Bycatch Rates on Thursdays and Mondays of each “B” season week during which an IPA Party vessel fishes for pollock. The Technical Representative shall make Chinook and chum Area Bycatch Rate calculations for each Alaska Department of Fish and Game (**“ADFG”**) statistical area for which the Technical Representative receives a salmon bycatch report. The Technical Representative shall calculate the Chinook Area Bycatch Rate by dividing the total number of Chinook salmon taken incidentally by the Fishery within the area during the prior week by the total number of tons of pollock caught within the area by the Fishery during the prior week and calculate the chum Area Bycatch Rate by dividing the total number of chum salmon taken incidentally by the fishery within the area during the prior week by the total number of tons of pollock caught within the area by the fishery during the prior week (**“Area Bycatch Rate”**).

5.5. Vessel Bycatch Rate Calculations. The Technical Representative shall calculate a Vessel Chinook Bycatch Rate and a Vessel Chinook Cumulative Bycatch Rate each week for each vessel beginning on or about January 28th during the Fishery “A” season, and on or about July 1 during the Fishery “B” season, and each week thereafter during which an IPA Party vessel fishes for pollock. The Technical Representative shall calculate the Vessel Chinook Bycatch Rate by dividing the number of Chinook salmon taken incidentally by the vessel during the prior two (2) weeks by the number of tons of pollock caught by the vessel during the prior two (2) weeks (“**Vessel Chinook Bycatch Rate**”). The Technical Representative shall calculate the Vessel Cumulative Chinook Bycatch Rate by dividing the number of Chinook salmon taken incidentally by the vessel during the season by the number of tons of pollock caught by the vessel during the season (“**Vessel Cumulative Chinook Bycatch Rate**”). The Technical Representative shall calculate the Vessel Chum Bycatch Rate each week for each vessel beginning on or about July 1 during the Fishery “B” season, and each week thereafter during which an IPA Party vessel fishes for pollock. The Technical Representative shall calculate the Vessel Chum Bycatch Rate by dividing the number of chum salmon taken incidentally by the vessel during the prior two (2) weeks by the number of tons of pollock harvested by the vessel during the prior two (2) weeks (“**Vessel Chum Bycatch Rate**”).

5.6. Vessel Cumulative Chinook Bycatch Amount Calculations. The Technical Representative shall calculate the Vessel Cumulative Chinook Amount each week for each vessel beginning on or about January 28th during the Fishery “A” season, and on or about July 1 during the Fishery “B” season, and each week thereafter during which an IPA Party vessel fishes for pollock. The Technical Representative shall calculate the Vessel Cumulative Chinook Bycatch Amount in accordance with subsections (i) through (iv) below (“**Vessel Cumulative Chinook Bycatch Amount**”).

(i) Sector Cumulative Amount. Sector Cumulative Amounts shall be calculated for each vessel by multiplying the pollock allocation in tons of each vessel from each Fishery sector by 63 percent (63%) of the corresponding Sector Annual Threshold Rate (“**SATR**”).

(ii). Sector Annual Threshold Rate. For each Fishery sector, the SATR is calculated by dividing the Chinook allocation in numbers by the pollock directed fishing allocation in tons. For the CP sector, the Chinook allocation is 13,516 Chinook (9,462 Chinook in low abundance years) and the pollock allocation is 36 percent of the annual Fishery directed fishing allocation. For the CDQ sector, the Chinook allocation is 3,883 Chinook (2,732 Chinook in low abundance years) and the pollock allocation is 10 percent of the annual Fishery directed fishing allocation. For the shore-plant CV sector, the Chinook allocation is 26,485 Chinook (18,525 Chinook in low abundance years) and the pollock allocation is 45 percent of the annual Fishery directed fishing allocation. For the mother-ship CV sector, the

Chinook allocation is 3,707 Chinook (2,599 Chinook in low abundance years) and the pollock allocation is 9 percent of the annual Fishery directed fishing allocation.

(iii). Vessel Cumulative Chinook Bycatch Amount. The Vessel Cumulative Chinook Bycatch Amount is obtained by adding together all of the sector cumulative amounts of the vessel.

(iv). Adjustment for Pollock Transfers. Vessel Cumulative Chinook Bycatch Amounts shall be adjusted to compensate for pollock transfers among IPA Party vessels. The adjustment amount is calculated by multiplying the amount in tons of the pollock transfer by 63 percent (63%) of the corresponding SATR. Where a transfer reduces a vessel pollock allocation, the adjustment amount is subtracted from the Vessel Cumulative Chinook Bycatch Amount. Where a transfer increases a vessel pollock allocation, the adjustment amount is added to the Vessel Cumulative Chinook Bycatch Amount. Adjustments shall be recorded at 6:00 P.M. Pacific time on the Friday following the day during which the transfer is reported to the Technical Representative.

5.7. Vessel Poor Performance Calculations. At the end of each pollock season the Technical Representative shall calculate: 1) the Vessel Season Chinook Bycatch Rate for each IPA Party vessel that fished for pollock during the season (**Vessel Season Chinook Bycatch Rate**); and 2) the Season Chinook Bycatch Rate for all of the IPA Party vessels that fished for pollock during the season ("**Season Chinook Bycatch Rate**"). For each vessel, the Technical Representative shall calculate the Vessel Season Chinook Bycatch Rate by dividing the number of Chinook salmon taken incidentally by the vessel during the season by the number of tons of pollock catch by the vessel during the season. The Technical Representative shall calculate the Season Chinook Bycatch Rate as the simple average (mean) of all of the Vessel Season Chinook Bycatch Rates. The Technical Representative shall use this information to identify vessels that display poor performance in accordance with subsections (i) through (iv) below.

(i) Season Variance. At the end of each pollock season a Season Variance shall be calculated: 1) for each IPA Party vessel that fished for pollock, subtract the Season Chinook Bycatch Rate from the Vessel Season Chinook Bycatch Rate and then square the remainder; and 2) sum the squared values of all of the vessels, and then divide this sum by the number of vessels.

(ii) Season Standard Deviation. At the end of each pollock season a Season Standard Deviation shall be calculated as the square root of the Season Variance.

(iii) At the end of each season identify those vessels for which the Vessel Season Chinook Bycatch Rate is greater than the Season Chinook Bycatch Rate plus one and one-half (1.5) multiplied by the Season Standard Deviation.

(iv) Vessels for which the Vessel Season Chinook Bycatch Rate is determined to be greater than the Season Chinook Bycatch Rate plus one and one-half (1.5) multiplied by the Season Standard Deviation for three (3) consecutive seasons shall be identified as displaying poor performance.

5.8. **Vessel Chinook Performance Marker.** The Technical Representative shall report the Vessel Chinook Performance Marker in the Fishing Prohibition Notice. The Technical Representative shall calculate the Vessel Chinook Performance Marker by adding one and one-half (1.5) multiplied by the Season Standard Deviation to the Season Chinook Bycatch Rate. Note that the Vessel Chinook Performance Marker is calculated from the same vessel performance data used to calculate the Vessel Cumulative Chinook Bycatch Rate (“**Vessel Chinook Performance Marker**”).

5.9. **Weekly Fishing Prohibitions.** The Technical Representative shall determine and announce weekly Chinook bycatch avoidance area fishing prohibitions each week beginning on or about January 28th during the Fishery “A” season, and on or about July 1 during the Fishery “B” season, and each week thereafter during which an IPA Party vessel harvests pollock. The Technical Representative shall determine and announce weekly chum bycatch avoidance area fishing prohibitions each week beginning on or about July 1 during the Fishery “B” season, and each week thereafter during which an IPA Party vessel harvests pollock. The Technical Representative shall make a weekly Chinook and/or chum bycatch avoidance area fishing prohibition determination for each IPA Party vessel. A vessel shall receive a Chinook and/or chum weekly bycatch avoidance area fishing prohibition if the Vessel Chinook and/or chum Bycatch Rate is greater than 75 percent (75%) of the respective Base Rate. The duration of a weekly fishing prohibition is seven (7) days, and each weekly prohibition shall come into force at 6:00 P.M. Alaska local time on the Friday following its announcement in a Weekly Prohibition Notice. The content of the Weekly Prohibition Notices and their distribution schedule is set forth in Section 5.13 and 5.14 below.

5.10. **Extended Chinook Fishing Prohibitions.** The Technical Representative shall determine and announce extended Chinook bycatch avoidance area fishing prohibitions beginning on or about January 28th during the Fishery “A” season, and on or about July 1 during the Fishery “B” season, and each week thereafter during which an IPA Party vessel harvests pollock. The Technical Representative shall make an extended Chinook bycatch avoidance area fishing prohibition determination for each vessel that receives a weekly Chinook bycatch avoidance area fishing prohibition. A vessel shall receive an extended Chinook bycatch avoidance area fishing prohibition if the Chinook salmon bycatch of the vessel is greater than the Vessel Cumulative Chinook Bycatch Amount. The duration of an

extended Chinook fishing prohibition is fourteen (14) days (seven days for the Weekly Prohibition Notice and seven days for the Extended Fishing Prohibition.) Each extended prohibition shall become effective at 6:00 P.M. Alaska local time on the Friday following its announcement in a Weekly Prohibition Notice.

5.11. Season Chinook Fishing Prohibitions. The Technical Representative shall identify vessels that display poor performance at the start of each pollock fishing season. Vessels identified as displaying poor performance shall receive a Season Chinook Fishing Prohibition. Each Season Chinook Fishing Prohibition shall become effective on the first day of the season.

5.12. B-Season Chinook Conservation Area Fishing Prohibition. The Technical Representative shall identify vessels that display poor performance at the start of each pollock fishing season. Vessels identified as displaying poor performance at the start of a B-season shall receive a B-Season Chinook Conservation Area Fishing Prohibition. Each B-Season Chinook Conservation Area Fishing Prohibition shall become effective on the first day of October and continue through to the end of the B-Season.

5.13. Weekly Chinook Prohibition Notice. The Technical Representative shall provide a weekly Chinook prohibition notice to the IPA Parties, CDQ Groups, and the Third Party Group each week on Thursday before 6:00 P.M. Pacific time via email (“**Weekly Prohibition Notice**”). The Technical Representative shall provide the Weekly Prohibition Notices in accordance with subsections (i) and (ii) below.

(i). Contents of Chinook Notice. Each weekly Chinook prohibition notice shall include the following information: (a) an Avoidance Area Map, including tables with latitude and longitude coordinates of Chinook Bycatch Avoidance Areas and Chinook Salmon Conservation Areas; (b) a tabulation of individual vessel bycatch performance, including the Vessel Chinook Bycatch Rate, the Vessel Cumulative Chinook Bycatch Rate, and the Vessel Chinook Performance Marker; (c) a list of the vessels subject to a Weekly Fishing Prohibition; (d) a list of vessels subject to an Extended Fishing Prohibition; (e) a list of vessels subject to a Season Fishing Prohibition; (f) a list of vessels subject to a B-Season Conservation Area Fishing Prohibition; and (g) any additional information agreed to by the Agreement Group.

(ii). Website Posting. The Technical Representative shall provide the information contained in the Weekly Prohibition Notices, as well as any additional information agreed to by the Agreement Group, to each IPA Party and each CDQ Group via a password-protected Internet address (website).

5.14. Weekly Chum Prohibition Notice and Update. The Technical Representative shall provide a chum prohibition notice to the IPA Parties, CDQ Groups and the Third Party

Group on Thursdays of each “B” season week before 6:00 P.M. Pacific time via email (**“Chum Prohibition Notice”**) and a chum prohibition notice update on Mondays of each “B” season week before 6:00 P.M. Pacific time (**“Chum Prohibition Notice Update”**). Chum Prohibition Notices shall be effective from 6:00 P.M. Alaska local time on the Friday following the notice through 6:00 P.M. Alaska local time the following Tuesday. Chum Prohibition Notice Updates shall be effective from 6:00 P.M. Alaska local time on the Tuesday following the Update through 6:00 P.M. Alaska local time on Friday. On Mondays, the Technical Representative shall review Area Bycatch Rates within the preceding Thursday chum Bycatch Avoidance Areas. If the Area Bycatch Rate within the chum Bycatch Avoidance Areas are determined to have fallen below the chum Base Rate, based on a minimum of 300 tons of new pollock catch within the ADFG area, then those chum Bycatch Avoidance Areas will be lifted. The Technical Representative shall also have the discretion to modify chum Bycatch Avoidance Areas on Mondays following the Thursday Notice. The Vessel Fishing Prohibitions shall remain in effect from Friday to Friday.

(i). Contents of Chum Prohibition Notice. Chum prohibition notices shall include the following information: (a) an Avoidance Area Map, including tables with latitude and longitude coordinates of chum Bycatch Avoidance Areas; (b) a tabulation of individual vessel bycatch performance, including the Vessel chum Bycatch Rate; (c) a list of the vessels subject to a Weekly Fishing Prohibition; and (d) any additional information agreed to by the Agreement Group.

(ii). Contents of Chum Prohibition Notice Update. Each chum prohibition notice update shall include the following information: (a) a revised Avoidance Area Map, including tables with latitude and longitude coordinates of chum Bycatch Avoidance Areas; (b) a reminder list of the vessels subject to a Weekly Fishing Prohibition; and (c) any additional information agreed to by the Agreement Group.

5.15. Chinook Protection Priority. Beginning September 1st, whenever a Chinook bycatch rate equal to or greater than 0.035 is encountered in any ADFG statistical area east or west of 168 degrees West longitude, then the Technical Representative shall provide any candidate chum BAA within those areas east and west of 168 degrees West longitude as information only for the remainder of the “B” season. The Technical Representative shall also continue to provide chum salmon bycatch rates by ADFG statistical area in a weekly fishing prohibition notice.

5.16. Stop Fishing Advisories. The Technical Representative shall notify the Entity or Entities responsible for receiving and managing the Chinook salmon prohibited species catch allocations of an IPA Party vessel when the Chinook bycatch of the vessel reaches ninety-five percent (95%) of its Chinook Allocation.

6. Responsibilities of the IPA Representative.

The IPA Representative shall comply with the obligations of sections 6.1 through 6.4 below.

6.1. Submittal of IPA Application and Amendments. On behalf of all IPA Parties, the IPA Representative shall timely submit this Agreement and all amendments to NMFS, along with any required application form. The requirements for submission of the Agreement and amendments are set forth in NMFS regulations.

6.2. Annual Report. On behalf of all IPA Parties, the IPA Representative shall timely submit all annual reports required by NMFS regulations. Submission requirements are set forth in NMFS regulations.

6.3. Breach of Minimum Participation Requirement. In the event the Minimum Participation Requirements are no longer satisfied after this Agreement has been accepted by NMFS, the IPA Representative shall notify NMFS.

6.4. Records. The IPA Representative shall maintain a record of the pollock allocations of each IPA Party and CDQ Group for the purpose of determining the outcome of Agreement Group voting.

7. Effective Date, Regulatory Approval, Duration.

7.1. Effective Date. This Agreement shall be effective as of the date the last of the following events occurs: (a) the Minimum Participation Requirements are achieved, and (b) this Agreement is approved by NMFS without changes that are unacceptable to the Parties.

7.2. Regulatory Approval. An order from NMFS approving this Agreement for filing shall be considered accepted by each Party unless a Party provides notice to all other Parties and NMFS of its objection within five (5) business days of the date of the NMFS order ("**Notice of Objection**"). If a notice stating that an objection has been resolved has not been provided to all other Parties and NMFS within five (5) business days of the date of the Notice of Objection, this Agreement shall immediately terminate with respect to the objecting Party.

7.3. Duration of Agreement. This Agreement shall continue so long as the Minimum Participation Requirements are satisfied, and terminate automatically on December 31 of the year in which the Minimum Participation Requirements are no longer satisfied, unless the Parties and NMFS agree otherwise.

8. Termination by an Individual Party.

Each Party may independently terminate its participation in this Agreement after giving the other Parties advance notice by October 1st. Such termination shall be effective on the following January 1st, unless NMFS approves a different effective date.

9. Agreement Group.

9.1. Composition. Each IPA Party and CDQ Group may designate a representative and an alternate to serve on the Agreement Group. The Agreement Group shall select from its representatives a chair. The IPA Representative or the Technical Representative shall attend Agreement Group meetings upon the request of the chair.

9.2. Authority. The Agreement Group is authorized and commanded to:

(i). Appoint the IPA Representative and the Technical Representative;

(ii). Monitor the IPA Representative and the Technical Representative, and as necessary, remove the IPA Representative or the Technical Representative, provided, that a replacement is simultaneously appointed and becomes a Party to this Agreement upon the effective date of the removal;

(iii). Adopt, and modify as necessary, the annual budgets of the IPA Representative and Technical Representative;

(iv). Interpret the Agreement;

(v). Establish management procedures that are consistent with the provisions of this Agreement;

(vi). Resolve disputes;

(vii). Verify Penalties; and

(viii). Recommend modifications of the Agreement to the Parties.

9.3. Meeting Notice and Quorum. The Agreement Group shall meet on call of the Agreement Group chair or any representative. The Agreement Group chair shall provide the Agreement Group representatives advance notice of each meeting of not less than three (3) business days. Notice shall be provided by email unless the Agreement Group authorizes an alternate method of providing notice. A quorum of two thirds (2/3) of the Agreement Group representatives is required to hold a meeting of the Agreement Group.

9.4. Voting. Agreement Group representatives have equal voting power. The Agreement Group shall strive to act unanimously but, if unanimity cannot be achieved, action occurs upon the affirmative vote of the representatives representing sixty (60) percent of the pollock quota attributable to the IPA Parties and CDQ Groups. The Agreement Group chair shall provide the Parties with timely written notification of all decisions.

9.5. Proxies. Agreement Group representatives may vote either in person or by proxy executed in writing by the representative, or its duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided for in the proxy.

10. Penalties.

10.1. Levy of Penalties. Violations of Bycatch Avoidance Area Fishing Prohibitions, a Chinook Salmon Conservation Area, and the VMS requirements shall be determined by the Technical Representative. The Technical Representative shall notify the IPA Parties and the Agreement Group of each apparent violation. Each IPA Party agrees that each trawl by an IPA Party vessel that occurs within a Bycatch Avoidance Area while the vessel is under a fishing prohibition, or that occurs within a Chinook Salmon Conservation Area in violation of this Agreement, shall constitute a separate violation for the purpose of Penalty calculation.

10.2. Penalty Verification. Upon receiving notice of an apparent violation from the Technical Representative, the Agreement Group shall have one hundred and eighty (180) days to evaluate the apparent violation and provide a determination as to whether a violation occurred. The Agreement Group shall provide a copy of the record supporting the determination to all Parties. State and Federal landing reports, observer data, VMS tracking data, vessel log books and plotter data, and catch data produced in conformance with NMFS catch and bycatch accounting standards shall be presumed accurate and sufficient to determine whether a violation occurred. All Agreement Group decisions are final, not subject to rehearing, and not appealable.

10.3. Penalty Amounts and Payment. The Parties agree that the damages resulting from the non-compliance of an IPA Party with fishing prohibitions for Bycatch Avoidance Areas, the Chinook Salmon Conservation Area, and the VMS requirements of this Agreement are difficult to estimate, and the Parties therefore hereby adopt a uniform penalty that shall be levied by the IPA Representative against the violating IPA Party in accordance with subsections (i) through (iv) below.

(i). Bycatch Avoidance Area Penalties. For the first annual violation of a Bycatch Avoidance Area Fishing Prohibition, Ten Thousand Dollars (\$10,000); for

the second annual violation, Fifteen Thousand Dollars (\$15,000); and for the third and each subsequent violation in a year, Twenty Thousand Dollars (\$20,000).

(ii). Chinook Salmon Conservation Area Penalties. For the first annual violation of a Chinook Salmon Conservation Area closure, Ten Thousand Dollars (\$10,000); for the second annual violation, Fifteen Thousand Dollars (\$15,000); and for the third and each subsequent violation in a year, Twenty Thousand Dollars (\$20,000).

(iii). VMS Requirement Penalty. One Thousand Dollars (\$1,000) per day for each consecutive day over thirty (30) consecutive days of violations.

(iv). Payment. An IPA Party shall pay penalties according to the billing provisions set forth in Section 12.

10.4. Use of Penalties. The IPA Representative shall hold the penalties it receives in trust in a bank account that is segregated from all other funds. The IPA Representative shall provide annual accountings to the Agreement Group. The Agreement Group shall use the collected penalties to support research about salmon or such other purposes as determined by the Agreement Group.

11. Public Release.

The Parties acknowledge that NMFS shall make public the proposed Agreement, the approved Agreement, and the list of participants in each approved Agreement.

12. Billing and Payments.

12.1. Billing. The IPA Representative shall bill the IPA Parties for (a) the costs of the IPA Representative and the Technical Representative based upon the budget approved by the Agreement Group calculated on a per ton of pollock assessment, and (b) Penalties as determined within Section 10. The IPA Representative shall reconcile costs billed to the IPA Parties with the actual costs of the IPA Representative and the Technical Representative in carrying out their obligations hereunder on at least an annual basis. If the actual costs differ from the amounts budgeted, the IPA Representatives may bill or refund the difference to the IPA Parties as applicable.

12.2. Payments. The IPA Parties shall pay bills (including penalties) submitted by the IPA Representative pursuant to section 12.1 within forty-five (45) days of receipt. The IPA Representative shall promptly pay to the IPA Parties refunds, if any, established according to section 12.1. All bills shall be timely paid, including any bill or portion thereof that is in dispute.

12.3. Interest. Bills that are not paid in full when due may, at the sole discretion of the IPA Representative, bear interest at the rate of one percent (1%) per month simple interest or the maximum rate of interest allowed by law, whichever is less.

13. Limitation on Remedies.

13.1. No Monetary Damages. EXCEPT AS SET FORTH IN SECTION 10 AND 12, UNDER NO CIRCUMSTANCES SHALL ANY PARTY, ANY OF THEIR SUBSIDIARIES, DIRECTORS, BOARD MEMBERS, COMMISSIONERS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS OR CONTENT OR SERVICE PROVIDERS, BE LIABLE TO ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, WHETHER RESULTING FROM BREACH OF CONTRACT OR BREACH OF WARRANTY, EVEN IF THE PARTIES HERETO HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2. Specific Performance and Equitable Relief. The Parties agree that monetary damages may not be a sufficient remedy for any breach of this Agreement, and that the alleged harmed Party shall be entitled to specific performance and injunctive or other nonmonetary equitable relief as a remedy for such breach, and the Parties waive any requirement for securing or posting of any bond in connection with such remedy.

13.3. Negotiated Remedies. The Parties agree that the remedy provisions set forth in Section 10 and this Section 13 are mutually negotiated and voluntarily accepted, and will survive the termination or completion of the Agreement, and will remain in full force and effect until satisfied in full. In addition, the Parties agree that the limitations on remedies set forth in this Agreement applies only to this Agreement, and does not limit remedies provided in any other agreement.

13.4. Enforcement Costs. In connection with any legal proceeding related to this Agreement, the non-prevailing party shall pay the reasonable costs and fees of the prevailing party due to the legal proceeding. For purposes of this Agreement, "legal proceeding" shall include arbitration, administrative, bankruptcy and judicial proceedings, including appeals there from.

14. Uncontrollable Forces.

The legal concept sometimes characterized as force majeure and uncontrollable forces does not apply to this Agreement.

15. Notice.

Any notice required by this Agreement is properly given if submitted in writing and delivered to a Party as set forth on the signature block of the Party, or by subsequent notice: in person, delivered to a nationally recognized overnight courier service properly

addressed and with delivery charges prepaid; delivered to the United States Postal Service properly addressed and with proper postage prepaid; transmitted by facsimile with confirmation of successful transmission; or transmitted by email. A Party may change at any time the individual authorized to receive notice, an address, telephone number, or email address, by providing notice to the other Parties.

16. Applicable Law.

The Parties shall comply with all applicable federal, state and local laws and regulations including amendments and changes as they relate to this Agreement. All written instruments, agreements, specifications and other writing of any nature which relate to or are a part of this Agreement shall be construed, for all purposes, solely and exclusively in accordance with and pursuant to the laws of the State of Washington; provided, however, in the event of a conflict between this Agreement and NMFS regulations as set forth at 50 C.F.R. Part 679, as may be amended from time-to-time, the regulations shall control. Venue of any action filed to enforce or interpret the provisions of this Agreement will be exclusively in the Superior Court, County of King, State of Washington, or the United States District Court for the Western District of Washington.

17. Severability and Savings Clause.

If any provision of this Agreement is held to be void, voidable, contrary to public policy, or unenforceable, that provision will be deemed severable from the Agreement as to the smallest part so held, and the remainder of the Agreement will continue in full effect as if the severed provision had not been included, in which case the Agreement will be construed and interpreted to implement the objectives of the Parties as stated in this Agreement. The Parties agree that no Party will be deemed the drafter of any term that may subsequently be found to be ambiguous or vague.

18. Waiver.

Any waiver at any time by a Party of its rights with respect to the other Parties or with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent matter.

19. Successors and Assigns.

This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and assigns, and may be assigned by a Party without the consent of the other Parties so long as the assignee becomes a party to this Agreement upon the effective date of the assignment.

20. Complete Agreement.

This Agreement (including all of its Attachments) sets forth the entire agreement between the Parties on the subject matter of this Agreement, and supersedes all prior agreements of the Parties with respect to its subject matter.

21. Execution in Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

22. Definitions.

Throughout the Agreement and its Attachments capitalized terms have the following meanings:

22.1. “**ADFG**” means the Alaska Department of Fish and Game.

22.2. “**AFA**” means the American Fisheries Act, 16 U.S.C. § 1851.

22.3. “**Agreement**” means this Chinook Salmon Bycatch Reduction Incentive Plan Agreement.

22.4. “**Amendment 91**” means Amendment 91 to the Fishery Management Plan for Groundfish of the Bering Sea and Aleutian Islands Management Area to manage Chinook salmon bycatch in the Fishery.

22.5. “**Amendment 110**” means Amendment 110 to the Fishery Management Plan of the Bering Sea and Aleutian Islands Management Area to manage Chinook and chum salmon bycatch in the Fishery.

22.6. “**Bering Sea pollock fishery**” means the pollock (*Theragra chalcogramma*) fishery occurring in the eastern Bering Sea subarea of the Bering Sea and Aleutian Islands Management Area under the Fishery Management Plan for Groundfish of the Bering Sea and Aleutian Islands Management Area prepared by the Council under the authority of the Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. § 1801.

22.7. “**CDQ Group**” means one or more of the six Western Alaska Community Development groups participating in the Fishery.

22.8. “**Chinook Salmon Conservation Area**” during the “A” and “B” seasons is defined in Section 3.3. A map of the Chinook Salmon Conservation Area and the latitude and longitude coordinates of its boundaries during the “A” and “B” seasons are provided in Attachments D and E, respectively.

22.9. “**Eligible Parties**” means an IPA Party, CDQ Group, the IPA Representative and the Technical Representative.

22.10. “**Entity**” means the entity recognized by NMFS that receives and

manages transferable Chinook salmon prohibited species catch allocations.

22.11. **“Fishery”** means the eastern Bering Sea pollock fishery.

22.12. **“Fishing”** means all activities of a vessel between the time of initial gear deployment and final gear retrieval. For purposes of this Agreement, “gear deployment” and “gear retrieval” shall have the meanings given them in 50 C.F.R. 679.2 or its successor, as the same may be amended from time to time. Initial gear deployment shall mean setting trawl gear with an empty codend, and final gear retrieval shall mean retrieving trawl gear to either pull a codend aboard the vessel or to deliver the codend to another vessel.

22.13. **“IPA Representative”** means the individual appointed by the IPA Party to carry out the responsibilities of the IPA Representative set forth in this Agreement.

22.14. **“IPA Party”** an individual or entity eligible to join the Agreement as a IPA Party is set out in Section 1.1.

22.15. **“Minimum Participation Requirements”** means this Agreement has been signed by: (a) IPA Parties constituting nine (9) percent of the amount of Bering Sea pollock and (b) any combination of two (2) or more CDQ Groups or corporations, partnerships, or individuals who own AFA permitted vessels and are not affiliated as affiliation is defined for purposes of AFA entities in 50 C.F.R. § 679.2. [50 C.F.R. § 679.21(f)(12)(i)]

22.16. **“Party”** means a signatory of this Agreement.

22.17. **“Parties”** means collectively the signatories of this Agreement.

22.18. **“Technical Representative”** means the individual or entity appointed by the Agreement Group to carry out the responsibilities of the Technical Representative set forth in this Agreement.

Attachment A-Joining Addendum

The undersigned hereby joins the Chinook Salmon Bycatch Reduction Incentive Plan Agreement (the "**Agreement**") as a, please check one:

- CDQ Group
- IPA Party
- IPA Representative
- Technical Representative

and agrees to all the terms and conditions as set forth in the Agreement. The undersigned shall receive all notices provided pursuant to the Agreement. This Joining Addendum is incorporated by this reference into the Agreement. This Joining Addendum and the Agreement sets forth the entire agreement between the Parties on the subject matter of this Agreement, and supersedes all prior agreements between the joining Party and any of the Parties with respect to its subject matter.

IN WITNESS WHEREOF, the undersigned executes this Joining Addendum on the date set forth below.

By Stephanie Madsen Date: 12-15-16

Stephanie Madsen Email: smadsen@atsea.org

(Print Signature)

Phone: (907) 523-0978 (907) 723-7744

Executive Director

Name of Entity: N/A

(Title)

N/A

At-sea Processors Assoc.

Vessel Name

FFP#

ADFG #

(Name of Company)

Box 32817

Vessel Name

FFP#

ADFG #

(Street Address)

Juneau, AK 99801

Vessel Name

FFP#

ADFG #

(City, State, Zip Code)

Vessel Name

FFP#

ADFG #

Attachment A-Joining Addendum

The undersigned hereby joins the Chinook Salmon Bycatch Reduction Incentive Plan Agreement (the "**Agreement**") as a, please check one:

- CDQ Group
- IPA Party
- IPA Representative
- Technical Representative

and agrees to all the terms and conditions as set forth in the Agreement. The undersigned shall receive all notices provided pursuant to the Agreement. This Joining Addendum is incorporated by this reference into the Agreement. This Joining Addendum and the Agreement sets forth the entire agreement between the Parties on the subject matter of this Agreement, and supersedes all prior agreements between the joining Party and any of the Parties with respect to its subject matter.

IN WITNESS WHEREOF, the undersigned executes this Joining Addendum on the date set forth below.

By Karl Haflinger

Date: 12/16/16

Karl Haflinger

Email: karl@seastateinc.com

(Print Signature)

Phone: 206-463-7370

President

Name of Entity: Sea State, Inc

(Title)

(Name of Company)

_____	_____	_____
Vessel Name	FFP#	ADFG #

(Street Address)

_____	_____	_____
Vessel Name	FFP#	ADFG #

(City, State, Zip Code)

_____	_____	_____
Vessel Name	FFP#	ADFG #

_____	_____	_____
Vessel Name	FFP#	ADFG #

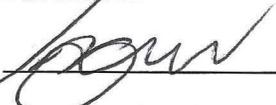
Attachment A-Joining Addendum

The undersigned hereby joins the Chinook Salmon Bycatch Reduction Incentive Plan Agreement (the "**Agreement**") as a, please check one:

- CDQ Group
- IPA Party
- IPA Representative
- Technical Representative

and agrees to all the terms and conditions as set forth in the Agreement. The undersigned shall receive all notices provided pursuant to the Agreement. This Joining Addendum is incorporated by this reference into the Agreement. This Joining Addendum and the Agreement sets forth the entire agreement between the Parties on the subject matter of this Agreement, and supersedes all prior agreements between the joining Party and any of the Parties with respect to its subject matter.

IN WITNESS WHEREOF, the undersigned executes this Joining Addendum on the date set forth below.

By 

Date: 12/15/2016

Inge Andreassen

Email: inge.andreassen@Americanseafoods.com

(Print Signature)

Phone: (206) 448-0300

President

Name of Entity: CP Salmon Corp.

(Title)

American Seafoods

Vessel Name	FFP#	ADFG #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Name of Company)

2025 1st Ave, Suite 900

Vessel Name	FFP#	ADFG #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Street Address)

Seattle, Wa 98121

Vessel Name	FFP#	ADFG #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(City, State, Zip Code)

Vessel Name	FFP#	ADFG #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

see attached list

EXHIBIT A

<u>Vessel Name</u>	<u>FFP #</u>	<u>ADF&G #</u>
American Dynasty	3681	59378
American Triumph	4055	60660
Ocean Rover	3442	56987
Northern Eagle	3261	56618
Northern Jaeger	3896	60202
Katie Ann	1996	55301
Forum Star	4245	59687
American Challenger	4120	62152
Tracy Anne	2823	54654
Highland Light	3348	56974

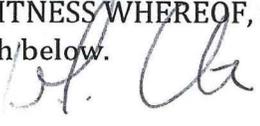
Attachment A-Joining Addendum

The undersigned hereby joins the Chinook Salmon Bycatch Reduction Incentive Plan Agreement (the "**Agreement**") as a, please check one:

- CDQ Group
- IPA Party
- IPA Representative
- Technical Representative

and agrees to all the terms and conditions as set forth in the Agreement. The undersigned shall receive all notices provided pursuant to the Agreement. This Joining Addendum is incorporated by this reference into the Agreement. This Joining Addendum and the Agreement sets forth the entire agreement between the Parties on the subject matter of this Agreement, and supersedes all prior agreements between the joining Party and any of the Parties with respect to its subject matter.

IN WITNESS WHEREOF, the undersigned executes this Joining Addendum on the date set forth below.

By 

Date: 12-15-17

Doug Christensen

Email: dchristensen@arcticstorm.com

(Print Signature)

Phone: (206) 547-6557

Chairman

Name of Entity: CP Salmon Corp.

(Title)

<u>Neahkahnie</u>	<u>424</u>	<u>32858</u>
Vessel Name	FFP#	ADFG #

Neahkahnie LLC

_____	_____	_____
Vessel Name	FFP#	ADFG #

(Name of Company)

2727 Alaskan Way

_____	_____	_____
Vessel Name	FFP#	ADFG #

(Street Address)

Seattle, WA 98121

_____	_____	_____
Vessel Name	FFP#	ADFG #

(City, State, Zip Code)

_____	_____	_____
Vessel Name	FFP#	ADFG #

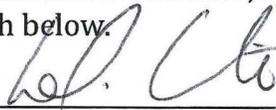
Attachment A-Joining Addendum

The undersigned hereby joins the Chinook Salmon Bycatch Reduction Incentive Plan Agreement (the "**Agreement**") as a, please check one:

- CDQ Group
- IPA Party
- IPA Representative
- Technical Representative

and agrees to all the terms and conditions as set forth in the Agreement. The undersigned shall receive all notices provided pursuant to the Agreement. This Joining Addendum is incorporated by this reference into the Agreement. This Joining Addendum and the Agreement sets forth the entire agreement between the Parties on the subject matter of this Agreement, and supersedes all prior agreements between the joining Party and any of the Parties with respect to its subject matter.

IN WITNESS WHEREOF, the undersigned executes this Joining Addendum on the date set forth below.

By 

Date: 12-15-17

Doug Christensen

Email: dchristensen@articstorm.com

(Print Signature)

Phone: (206) 547-6557

President

Name of Entity: CP Salmon Corp.

(Title)

Sea Storm 420 40969

Sea Storm Fisheries, Inc

Vessel Name FFP# ADFG #

(Name of Company)

2727 Alaskan Way

Vessel Name FFP# ADFG #

(Street Address)

Seattle, WA 98121

Vessel Name FFP# ADFG #

(City, State, Zip Code)

Vessel Name FFP# ADFG #

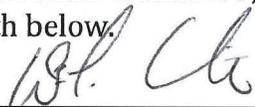
Attachment A-Joining Addendum

The undersigned hereby joins the Chinook Salmon Bycatch Reduction Incentive Plan Agreement (the "**Agreement**") as a, please check one:

- CDQ Group
- IPA Party
- IPA Representative
- Technical Representative

and agrees to all the terms and conditions as set forth in the Agreement. The undersigned shall receive all notices provided pursuant to the Agreement. This Joining Addendum is incorporated by this reference into the Agreement. This Joining Addendum and the Agreement sets forth the entire agreement between the Parties on the subject matter of this Agreement, and supersedes all prior agreements between the joining Party and any of the Parties with respect to its subject matter.

IN WITNESS WHEREOF, the undersigned executes this Joining Addendum on the date set forth below.

By 

Date: 12-15-17

Doug Christensen

Email: dchristensen@arcticstorm.com

(Print Signature)

Phone: (206) 547-6557

President

Name of Entity: CP Salmon Corp.

(Title)

Arctic Storm 2943 54886

Arctic Storm, Inc

Vessel Name	FFP#	ADFG #
_____	_____	_____

(Name of Company)

2727 Alaskan Way

Vessel Name	FFP#	ADFG #
_____	_____	_____

(Street Address)

Seattle, WA 98121

Vessel Name	FFP#	ADFG #
_____	_____	_____

(City, State, Zip Code)

Vessel Name	FFP#	ADFG #
_____	_____	_____

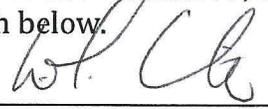
Attachment A-Joining Addendum

The undersigned hereby joins the Chinook Salmon Bycatch Reduction Incentive Plan Agreement (the "Agreement") as a, please check one:

- CDQ Group
- IPA Party
- IPA Representative
- Technical Representative

and agrees to all the terms and conditions as set forth in the Agreement. The undersigned shall receive all notices provided pursuant to the Agreement. This Joining Addendum is incorporated by this reference into the Agreement. This Joining Addendum and the Agreement sets forth the entire agreement between the Parties on the subject matter of this Agreement, and supersedes all prior agreements between the joining Party and any of the Parties with respect to its subject matter.

IN WITNESS WHEREOF, the undersigned executes this Joining Addendum on the date set forth below.

By 

Date: 12.15.17

Doug Christensen

Email: dchristensen@arcticstorm.com

(Print Signature)

Phone: (206) 547-6557

President

Name of Entity: CP Salmon Corp.

(Title)

Arctic Fjord 3396 57450

Arctic Fjord, Inc

Vessel Name FFP# ADFG #

(Name of Company)

Vessel Name FFP# ADFG #

2727 Alaskan Way

(Street Address)

Vessel Name FFP# ADFG #

Seattle, WA 98121

(City, State, Zip Code)

Vessel Name FFP# ADFG #

Attachment A-Joining Addendum

The undersigned hereby joins the Chinook Salmon Bycatch Reduction Incentive Plan Agreement (the "**Agreement**") as a, please check one:

- CDQ Group
- IPA Party
- IPA Representative
- Technical Representative

and agrees to all the terms and conditions as set forth in the Agreement. The undersigned shall receive all notices provided pursuant to the Agreement. This Joining Addendum is incorporated by this reference into the Agreement. This Joining Addendum and the Agreement sets forth the entire agreement between the Parties on the subject matter of this Agreement, and supersedes all prior agreements between the joining Party and any of the Parties with respect to its subject matter.

IN WITNESS WHEREOF, the undersigned executes this Joining Addendum on the date set forth below.

By Michael Coleman

Date: 12/15/16

Michael Coleman

Email: Mike-C@coastalvillages.org

(Print Signature)

Phone: 206-972-8602

General Manager

Name of Entity: CP Salmon Corp

(Title)

Northern Hawk 3760 60795

Northern Hawk, LLC

Vessel Name FFP# ADFG #

(Name of Company)

711 H St. Suite 200

Vessel Name FFP# ADFG #

(Street Address)

Anchorage, AK 99501

Vessel Name FFP# ADFG #

(City, State, Zip Code)

Vessel Name FFP# ADFG #

Attachment A-Joining Addendum

The undersigned hereby joins the Chinook Salmon Bycatch Reduction Incentive Plan Agreement (the "**Agreement**") as a, please check one:

- CDQ Group
- IPA Party
- IPA Representative
- Technical Representative

and agrees to all the terms and conditions as set forth in the Agreement. The undersigned shall receive all notices provided pursuant to the Agreement. This Joining Addendum is incorporated by this reference into the Agreement. This Joining Addendum and the Agreement sets forth the entire agreement between the Parties on the subject matter of this Agreement, and supersedes all prior agreements between the joining Party and any of the Parties with respect to its subject matter.

IN WITNESS WHEREOF, the undersigned executes this Joining Addendum on the date set forth below.

By 
James Johnson
 (Print Signature)
President

(Title)
Glacier Fish Co. LLC
 (Name of Company)
2320 Commodore Way
 (Street Address) Suite 200
Seattle, Wa 98199
 (City, State, Zip Code)

Date: 12/15/16
 Email: jim@glacierfish.com
 Phone: (206) 298-1200
 Name of Entity: CD Salmon Corp.
Pacific Glacier 3357 56991
 Vessel Name FFP# ADFG #
Northern Glacier 661 48075
 Vessel Name FFP# ADFG #
Alaska Ocean 3794 60407
 Vessel Name FFP# ADFG #

 Vessel Name FFP# ADFG #

Attachment A-Joining Addendum

The undersigned hereby joins the Chinook Salmon Bycatch Reduction Incentive Plan Agreement (the "**Agreement**") as a, please check one:

- CDQ Group
- IPA Party
- IPA Representative
- Technical Representative

and agrees to all the terms and conditions as set forth in the Agreement. The undersigned shall receive all notices provided pursuant to the Agreement. This Joining Addendum is incorporated by this reference into the Agreement. This Joining Addendum and the Agreement sets forth the entire agreement between the Parties on the subject matter of this Agreement, and supersedes all prior agreements between the joining Party and any of the Parties with respect to its subject matter.

IN WITNESS WHEREOF, the undersigned executes this Joining Addendum on the date set forth below.

By Craig Cross OWNER AGENT Date: 12-15-16
Craig Cross Email: craigc@starboats.com
 (Print Signature) Phone: (206) 284-5000
Owner Representative Name of Entity: CP Salmon Corp.
 (Title) Starbound 3414 57621
Starbound, LLC Vessel Name FFP# ADFG #
 (Name of Company) Muir Milach 480 41021
2157 N. Northlake Vessel Name FFP# ADFG #
 (Street Address) _____
Seattle, WA 98103 Vessel Name FFP# ADFG #
 (City, State, Zip Code) _____

 Vessel Name FFP# ADFG #

Attachment A-Joining Addendum

The undersigned hereby joins the Chinook Salmon Bycatch Reduction Incentive Plan Agreement (the "Agreement") as a, please check one:

- CDQ Group
- IPA Party
- IPA Representative
- Technical Representative

and agrees to all the terms and conditions as set forth in the Agreement. The undersigned shall receive all notices provided pursuant to the Agreement. This Joining Addendum is incorporated by this reference into the Agreement. This Joining Addendum and the Agreement sets forth the entire agreement between the Parties on the subject matter of this Agreement, and supersedes all prior agreements between the joining Party and any of the Parties with respect to its subject matter.

IN WITNESS WHEREOF, the undersigned executes this Joining Addendum on the date set forth below.

By [Signature] Date: DECEMBER 15, 2016
FRESAIE MORELAND Email: MORELAND@TRIDENTSEAFOODS.COM
 (Print Signature) Phone: (206) 738-3818
DIRECTOR of COST RELATIONS Name of Entity: CP Salmon Corp.
 (Title) Island Enterprise 3870 59503
Trident Seafoods Corp. Vessel Name FFP# ADFG #
 (Name of Company) Kodiak Enterprise 3671 59170
5303 Shilshole AVENUE Vessel Name FFP# ADFG #
 (Street Address) Seattle Enterprise 3245 56789
Seattle, WA 98107 Vessel Name FFP# ADFG #
 (City, State, Zip Code)

Attachment A-Joining Addendum

The undersigned hereby joins the Chinook Salmon Bycatch Reduction Incentive Plan Agreement (the "**Agreement**") as a, please check one:

- CDQ Group
- IPA Party
- IPA Representative
- Technical Representative

and agrees to all the terms and conditions as set forth in the Agreement. The undersigned shall receive all notices provided pursuant to the Agreement. This Joining Addendum is incorporated by this reference into the Agreement. This Joining Addendum and the Agreement sets forth the entire agreement between the Parties on the subject matter of this Agreement, and supersedes all prior agreements between the joining Party and any of the Parties with respect to its subject matter.

IN WITNESS WHEREOF, the undersigned executes this Joining Addendum on the date set forth below.

By <u>Todd M. Loomis</u> <u>Todd M. Loomis</u> (Print Signature) <u>Dir. of Gov. + Industry Affairs</u> (Title) <u>Ocean Peace, Inc.</u> (Name of Company) <u>4201 21st Ave. W.</u> (Street Address) <u>Seattle, WA 98199</u> (City, State, Zip Code)	Date: <u>12.20.2016</u> Email: <u>tloomis@oceanpeaceinc.com</u> Phone: <u>206.291.8424</u> Name of Entity: <u>CP Salmon Corporation</u> <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;"><u>Ocean Peace</u></td> <td style="width: 33%;"><u>2134</u></td> <td style="width: 33%;"><u>55767</u></td> </tr> <tr> <td>Vessel Name</td> <td>FFP#</td> <td>ADFG #</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Vessel Name</td> <td>FFP#</td> <td>ADFG #</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Vessel Name</td> <td>FFP#</td> <td>ADFG #</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </table>	<u>Ocean Peace</u>	<u>2134</u>	<u>55767</u>	Vessel Name	FFP#	ADFG #	_____	_____	_____	Vessel Name	FFP#	ADFG #	_____	_____	_____	Vessel Name	FFP#	ADFG #	_____	_____	_____
<u>Ocean Peace</u>	<u>2134</u>	<u>55767</u>																				
Vessel Name	FFP#	ADFG #																				
_____	_____	_____																				
Vessel Name	FFP#	ADFG #																				
_____	_____	_____																				
Vessel Name	FFP#	ADFG #																				
_____	_____	_____																				

Attachment A-Joining Addendum

The undersigned hereby joins the Chinook Salmon Bycatch Reduction Incentive Plan Agreement (the "**Agreement**") as a, please check one:

- CDQ Group
- IPA Party
- IPA Representative
- Technical Representative

and agrees to all the terms and conditions as set forth in the Agreement. The undersigned shall receive all notices provided pursuant to the Agreement. This Joining Addendum is incorporated by this reference into the Agreement. This Joining Addendum and the Agreement sets forth the entire agreement between the Parties on the subject matter of this Agreement, and supersedes all prior agreements between the joining Party and any of the Parties with respect to its subject matter.

IN WITNESS WHEREOF, the undersigned executes this Joining Addendum on the date set forth below.

By <u>Todd M. Loomis</u> <u>Todd M. Loomis</u> (Print Signature) <u>Dir. of Gov. + Industry Affairs</u> (Title) <u>Ocean Peace, Inc.</u> (Name of Company) <u>4201 21st Ave. W.</u> (Street Address) <u>Seattle, WA 98199</u> (City, State, Zip Code)	Date: <u>12.20.2016</u> Email: <u>tloomis@oceanpeaceinc.com</u> Phone: <u>206.291.8424</u> Name of Entity: <u>CP Salmon Corporation</u> <table border="0" style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 33%;"><u>Ocean Peace</u></td> <td style="width: 33%;"><u>2134</u></td> <td style="width: 33%;"><u>55767</u></td> </tr> <tr> <td>Vessel Name</td> <td>FFP#</td> <td>ADFG #</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Vessel Name</td> <td>FFP#</td> <td>ADFG #</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Vessel Name</td> <td>FFP#</td> <td>ADFG #</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </table>	<u>Ocean Peace</u>	<u>2134</u>	<u>55767</u>	Vessel Name	FFP#	ADFG #	_____	_____	_____	Vessel Name	FFP#	ADFG #	_____	_____	_____	Vessel Name	FFP#	ADFG #	_____	_____	_____
<u>Ocean Peace</u>	<u>2134</u>	<u>55767</u>																				
Vessel Name	FFP#	ADFG #																				
_____	_____	_____																				
Vessel Name	FFP#	ADFG #																				
_____	_____	_____																				
Vessel Name	FFP#	ADFG #																				
_____	_____	_____																				

Attachment A-Joining Addendum

The undersigned hereby joins the Chinook Salmon Bycatch Reduction Incentive Plan Agreement (the "**Agreement**") as a, please check one:

- CDQ Group
- IPA Party
- IPA Representative
- Technical Representative

and agrees to all the terms and conditions as set forth in the Agreement. The undersigned shall receive all notices provided pursuant to the Agreement. This Joining Addendum is incorporated by this reference into the Agreement. This Joining Addendum and the Agreement sets forth the entire agreement between the Parties on the subject matter of this Agreement, and supersedes all prior agreements between the joining Party and any of the Parties with respect to its subject matter.

IN WITNESS WHEREOF, the undersigned executes this Joining Addendum on the date set forth below.

By 

Date: 12/20/2016

Larry Cottler

Email: lcottler@apilda.com

(Print Signature)

Phone: 907-586-0161

CEO

Name of Entity: Aleutian Pribilof Island Community Development Association

(Title)

APILDA

Vessel Name	FFP#	ADFG #
_____	_____	_____

(Name of Company)

302 Gold Street

Vessel Name	FFP#	ADFG #
_____	_____	_____

(Street Address)

Juneau, AK 99801

Vessel Name	FFP#	ADFG #
_____	_____	_____

(City, State, Zip Code)

Vessel Name	FFP#	ADFG #
_____	_____	_____

Attachment A-Joining Addendum

The undersigned hereby joins the Chinook Salmon Bycatch Reduction Incentive Plan Agreement (the "**Agreement**") as a, please check one:

- CDQ Group
- IPA Party
- IPA Representative
- Technical Representative

and agrees to all the terms and conditions as set forth in the Agreement. The undersigned shall receive all notices provided pursuant to the Agreement. This Joining Addendum is incorporated by this reference into the Agreement. This Joining Addendum and the Agreement sets forth the entire agreement between the Parties on the subject matter of this Agreement, and supersedes all prior agreements between the joining Party and any of the Parties with respect to its subject matter.

IN WITNESS WHEREOF, the undersigned executes this Joining Addendum on the date set forth below.

By  Date: 12-16-16

Norman Van Vactor

Email: norm@bbedc.com

(Print Signature)

Phone: (907) 842-4370

President/CEO

Name of Entity: BRISTOL Bay ECONOMIC DEVELOPMENT CORPORATION

(Title)

BBEDC

Vessel Name _____ FFP# _____ ADFG # _____

(Name of Company)

PO Box 1464

Vessel Name _____ FFP# _____ ADFG # _____

(Street Address)

Dillingham, AK 99576

Vessel Name _____ FFP# _____ ADFG # _____

(City, State, Zip Code)

Vessel Name _____ FFP# _____ ADFG # _____

Attachment A-Joining Addendum

The undersigned hereby joins the Chinook Salmon Bycatch Reduction Incentive Plan Agreement (the "**Agreement**") as a, please check one:

- CDQ Group
- IPA Party
- IPA Representative
- Technical Representative

and agrees to all the terms and conditions as set forth in the Agreement. The undersigned shall receive all notices provided pursuant to the Agreement. This Joining Addendum is incorporated by this reference into the Agreement. This Joining Addendum and the Agreement sets forth the entire agreement between the Parties on the subject matter of this Agreement, and supersedes all prior agreements between the joining Party and any of the Parties with respect to its subject matter.

IN WITNESS WHEREOF, the undersigned executes this Joining Addendum on the date set forth below.

By Michael Coleman

Date: 12/15/16

Michael Coleman

Email: mike_c@coastalvillages.org

(Print Signature)

Phone: 206 972 8602

General Manager

Name of Entity: _____

(Title)

Coastal Villages Region Fund

Vessel Name FFP# ADFG #

(Name of Company)

Vessel Name FFP# ADFG #

(Street Address)

Vessel Name FFP# ADFG #

(City, State, Zip Code)

Vessel Name FFP# ADFG #

Attachment A-Joining Addendum

The undersigned hereby joins the Chinook Salmon Bycatch Reduction Incentive Plan Agreement (the "**Agreement**") as a, please check one:

- CDQ Group
- IPA Party
- IPA Representative
- Technical Representative

and agrees to all the terms and conditions as set forth in the Agreement. The undersigned shall receive all notices provided pursuant to the Agreement. This Joining Addendum is incorporated by this reference into the Agreement. This Joining Addendum and the Agreement sets forth the entire agreement between the Parties on the subject matter of this Agreement, and supersedes all prior agreements between the joining Party and any of the Parties with respect to its subject matter.

IN WITNESS WHEREOF, the undersigned executes this Joining Addendum on the date set forth below.

By  Date: 12-16-16
Phillip Hestenkof Email: plestenkof@cbsfa.com
 (Print Signature) Phone: 907 546-2597
President Name of Entity: _____
 (Title) _____

ADFG # _____ Vessel Name _____ FFP# _____
 (Name of Company) _____

Central Bering Sea Fishermen's Association
 Vessel Name _____ FFP# _____

ADFG # _____ (Street Address) _____
P.O. Box 288, 140 Ellerman Heights Vessel Name _____
 FFP# _____ ADFG # _____

(City, State, Zip Code) _____
St. Paul Island, AK 99660
 Vessel Name _____ FFP# _____ ADFG # _____

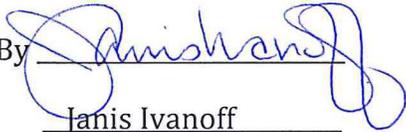
Attachment A-Joining Addendum

The undersigned hereby joins the Chinook Salmon Bycatch Reduction Incentive Plan Agreement (the "**Agreement**") as a, please check one:

- CDQ Group
- IPA Party
- IPA Representative
- Technical Representative

and agrees to all the terms and conditions as set forth in the Agreement. The undersigned shall receive all notices provided pursuant to the Agreement. This Joining Addendum is incorporated by this reference into the Agreement. This Joining Addendum and the Agreement sets forth the entire agreement between the Parties on the subject matter of this Agreement, and supersedes all prior agreements between the joining Party and any of the Parties with respect to its subject matter.

IN WITNESS WHEREOF, the undersigned executes this Joining Addendum on the date set forth below.

By 

Janis Ivanoff

(Print Signature)

President & CEO

(Title)
Norton Sound Economic
Development Corporation

(Name of Company)

420 L Street, Suite 310

(Street Address)

Anchorage, AK 99501

(City, State, Zip Code)

Date: December 21, 2016

Email: jdivanoff@nsedc.com

Phone: 907-274-2248

Name of Entity: NSEDC

Vessel Name FFP# ADFG #

Attachment A-Joining Addendum

The undersigned hereby joins the Chinook Salmon Bycatch Reduction Incentive Plan Agreement (the "**Agreement**") as a, please check one:

- CDQ Group
- IPA Party
- IPA Representative
- Technical Representative

and agrees to all the terms and conditions as set forth in the Agreement. The undersigned shall receive all notices provided pursuant to the Agreement. This Joining Addendum is incorporated by this reference into the Agreement. This Joining Addendum and the Agreement sets forth the entire agreement between the Parties on the subject matter of this Agreement, and supersedes all prior agreements between the joining Party and any of the Parties with respect to its subject matter.

IN WITNESS WHEREOF, the undersigned executes this Joining Addendum on the date set forth below.

By Ragnar Alstrom
RAGNAR ALSTROM
 (Print Signature)
EXECUTIVE DIRECTOR
 (Title)

Date: DECEMBER 20, 2016
 Email: Ragnaraydf@aol.com
 Phone: 907-644-0326
 Name of Entity: _____

YUKON DELTA FISHERIES DEV. ASSOC.
 (Name of Company)
2909 ARCTIC BLVD.
 (Street Address)
ANCHORAGE, AK 99503
 (City, State, Zip Code)

_____	_____	_____
Vessel Name	FFP#	ADFG #
_____	_____	_____
Vessel Name	FFP#	ADFG #
_____	_____	_____
Vessel Name	FFP#	ADFG #
_____	_____	_____
Vessel Name	FFP#	ADFG #

Attachment B

BERING SEA SALMON BYCATCH DATA SHARING AGREEMENT

This agreement is entered into by and among the parties to the Inshore Salmon Savings Incentive Plan Agreement, Mothership Salmon Savings Incentive Plan Agreement and the Chinook Salmon Bycatch Reduction Incentive Plan and Agreement (each, an “IPA” and collectively, the “IPAs”) as of ___12/5/16____, in consideration of the following facts:

A. The North Pacific Fishery Management Council and the National Marine Fisheries Service have approved and implemented a revised salmon bycatch management program for the Bering Sea pollock fishery that includes annual bycatch limits for Chinook salmon and incentive plan agreements designed to minimize Chinook and chum salmon bycatch at all levels of salmon and pollock abundance;

B. The inshore, mothership and catcher-processor sectors of the Bering Sea pollock fishery and the western Alaska Community Development Quota groups have developed three different Chinook and chum salmon incentive plan agreements with different components that reflect the different fishing areas and methods employed by the sectors, although each agreement includes some form of incentive based on the identification of bycatch avoidance areas;

C. Under the revised Bering Sea salmon PSC management regulations, each IPA is required to have its vessels enter into a fishery-wide in-season data sharing agreement (per 50 C.F.R. § 679.21 (f)(12)(iii)(E)(10));

Now, therefore, the parties to the three Bering Sea salmon bycatch IPAs agree as follows:

1. Release of Confidential Data. Each IPA vessel’s VMS tracking data, State and Federal landing reports and observer data shall be released to Sea State, Inc. (“Sea State”) as soon as commercially practicable.

2. Data Use and Distribution. Sea State may use all IPA vessel VMS tracking data, landing reports and observer data it receives under this Agreement to implement the provisions of each IPA, but shall not release such data, or calculations made from such data, except as provided in Sections 2.1 through 2.3, below.

2.1 Sea State may release summaries of pollock catch, Chinook and chum bycatch and Chinook and chum bycatch rates to IPA participants to assist them in avoiding Chinook and chum salmon bycatch.

2.2 Sea State may release VMS tracking data from relatively high-bycatch hauls, defined as the top twenty-five percent (25%) of hauls or trips exceeding a specific base rate in a given week, by distributing them directly to IPA participants, and/or

making them available on a password-protected web site with access limited to IPA participants.

2.3 Sea State may release weekly Chinook and chum salmon bycatch avoidance area maps, by distributing them to all IPA participants, and/or by making them available on a password-protected web site with access limited to IPA participants.

3. Indemnification. Any and all claims against Sea State arising out of or relating to services in connection with this Agreement, other than those arising out of gross negligence or willful misconduct, are hereby waived and released. Further, the IPA participants shall jointly and severally indemnify, defend and hold Sea State harmless against any third party claims asserted against Sea State arising out of or relating to services in connection with this Agreement, other than those arising out of gross negligence or willful misconduct by Sea State.

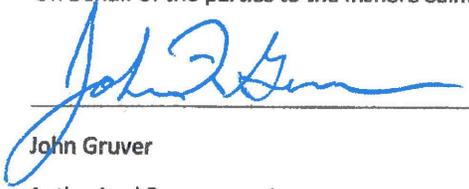
4. Term and Termination. This Agreement shall take effect as of its execution by the authorized representatives of the parties to each of the IPAs. This Agreement shall remain in effect as long as two or more IPAs are in effect.

On behalf of the parties to the Inshore Salmon Savings Incentive Plan Agreement

defend and hold Sea State harmless against any third party claims asserted against Sea State arising out of or relating to services in connection with this Agreement, other than those arising out of gross negligence or willful misconduct by Sea State.

4. Term and Termination. This Agreement shall take effect as of its execution by the authorized representatives of the parties to each of the IPAs. This Agreement shall remain in effect as long as two or more IPAs are in effect.

On behalf of the parties to the Inshore Salmon Savings Incentive Plan Agreement



Date Dec 5, 2016

John Gruver

Authorized Representative

On behalf of the parties to the Mothership Salmon Savings Incentive Plan Agreement

_____ Date _____

James Mize

Authorized Representative

On behalf of the parties to the Chinook Salmon Bycatch Reduction Incentive Plan and Agreement

 Date December 5, 2016

Stephanie Madsen

Authorized Representative

Sea State, Inc

By

_____ Date _____

Karl Haflinger, its President

defend and hold Sea State harmless against any third party claims asserted against Sea State arising out of or relating to services in connection with this Agreement, other than those arising out of gross negligence or willful misconduct by Sea State.

4. Term and Termination. This Agreement shall take effect as of its execution by the authorized representatives of the parties to each of the IPAs. This Agreement shall remain in effect as long as two or more IPAs are in effect.

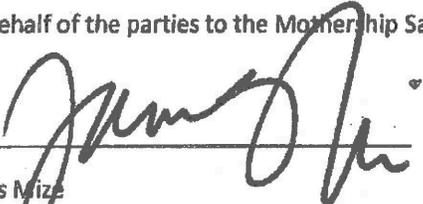
On behalf of the parties to the Inshore Salmon Savings Incentive Plan Agreement

_____ Date _____

John Gruver

Authorized Representative

On behalf of the parties to the Motherhip Salmon Savings Incentive Plan Agreement

 _____ Date 12/5/2016

James Mize

Authorized Representative

On behalf of the parties to the Chinook Salmon Bycatch Reduction Incentive Plan and Agreement

_____ Date _____

Stephanie Madsen

Authorized Representative

Sea State, Inc

By

_____ Date _____

Karl Haflinger, its President

Attachment C

Core Area Maps A and B Season

Coordinates for the core areas are shown below. "A" season core areas enclose 11,280 sq mi. "B" season core areas enclose 31,655 sq mi.

"A" and "B" seasons, Unimak

Latitude		Longitude	
55	10	167	30
55	10	165	30
55	35	164	30
55	35	163	23
54	35	165	20
54	20	165	20
54	20	166	30

"A" season, Pribilofs

Latitude		Longitude	
56	30	170	0
56	30	167	45
55	25	167	45
55	25	168	20
56	0	170	0

“B” season, Pribilofs

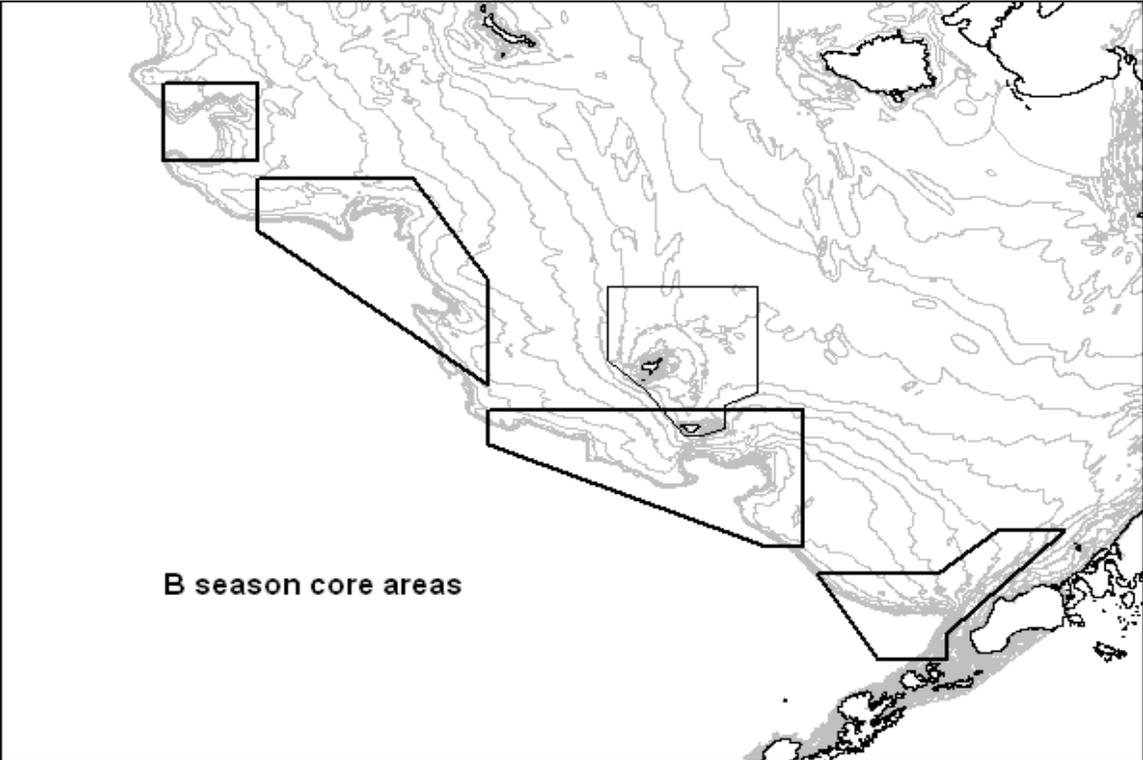
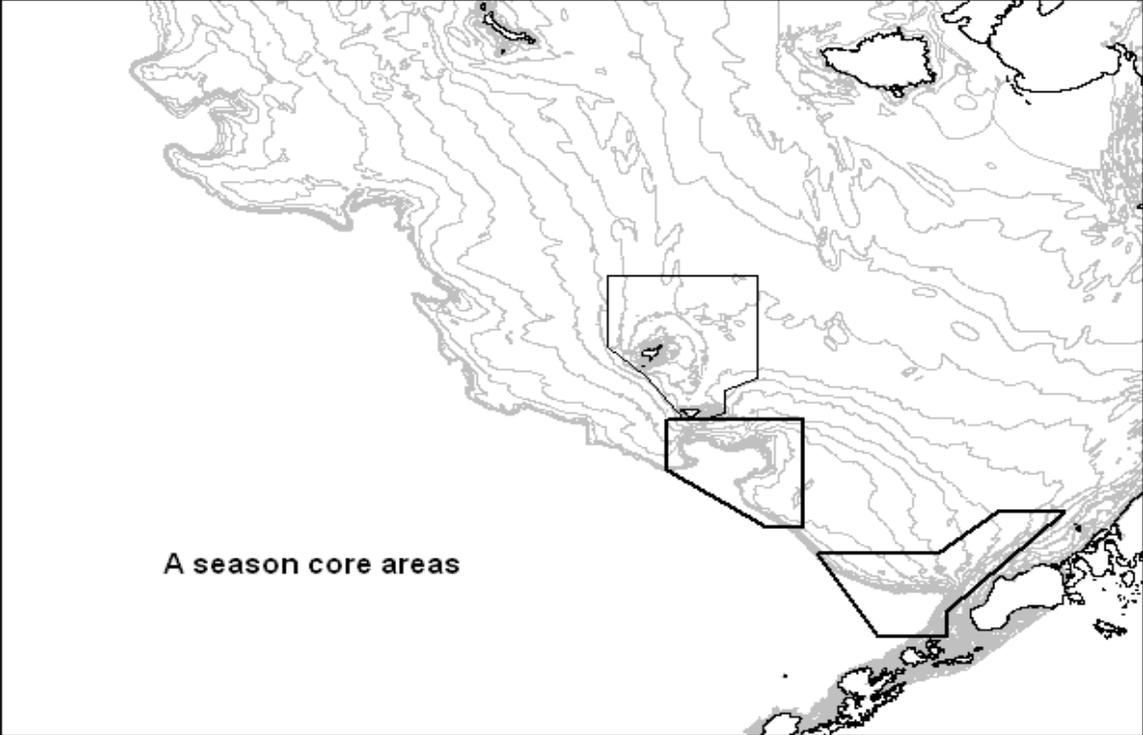
Latitude		Longitude	
56	45	173	0
56	45	167	45
55	25	167	45
55	25	168	20
56	25	173	0

“B” season Zhemchug

Latitude		Longitude	
59	0	176	50
59	0	174	15
58	0	173	0
57	0	173	0
58	30	176	50

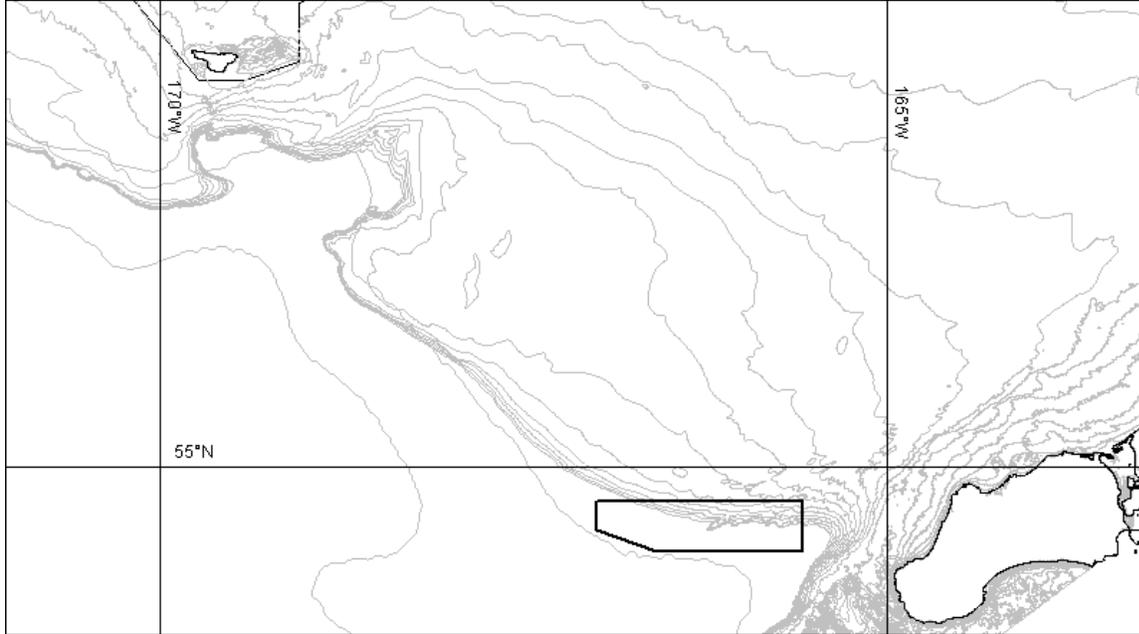
“B” season, Pervenets

Latitude		Longitude	
59	55	178	25
59	55	176	50
59	10	176	50
59	10	178	25



Attachment D

Chinook Salmon Conservation Area – “A” Season

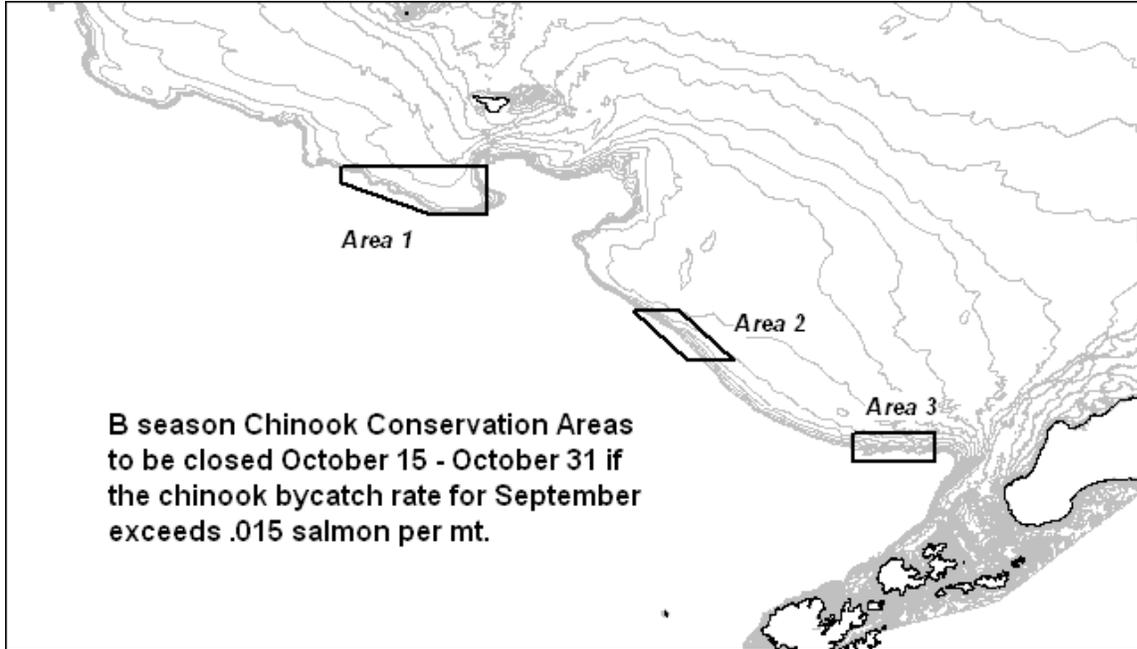


Corner Coordinates:

Latitude		Longitude	
54	40	165	35
54	40	166	35
54	45	167	0
54	52	167	0
54	52	165	35

Attachment E

Chinook Salmon Conservation Areas - "B" Season



B season Chinook Conservation area coordinates - Area 1

Latitude		Longitude	
56	0	169	40
56	0	170	10
56	10	171	0
56	15	171	0
56	15	169	40

B season Chinook Conservation area coordinates - Area 2

Latitude		Longitude	
55	15	167	25
55	15	167	50
55	30	168	20
55	30	167	55

B season Chinook Conservation area coordinates - Area 3

Latitude		Longitude	
54	43	165	35
54	43	166	20
54	52	166	20
54	52	165	35