

1 **Contents**

2 Recitals 4

3 Agreement 4

4 1. Sector Name..... 4

5 2. Sector Eligibility and Membership 4

6 2.1. Rule of Three Requirement..... 5

7 3. Member and Vessel Permits 5

8 4. Sector Allocation and Exemptions 5

9 5. Distribution of Sector ACE..... 5

10 6. Sector Manager and Registered Agent 6

11 6.1. Communication with Sector 6

12 7. Consolidation Plan 7

13 7.1. Harvest Share Reserve 7

14 7.2. Harvest Share Use 7

15 7.3. Harvest Share Transfer..... 9

16 7.4. Harvesting Rules and Fishing Plan 9

17 7.5. Re-direction of Effort 9

18 7.6. Sector Vessel Interactions with Allocated Species in Non-Amendment 16 Fisheries 10

19 7.7. Consolidation and Redistribution of ACE..... 10

20 8. Release of Catch Data 11

21 9. Catch Monitoring and Reporting 11

22 10. Breach and Remedies for Breach..... 11

23 10.1. Liquidated Damages Schedule and Schedule Amendments..... 12

24 10.2. Enforcement Committee 12

25 10.3. Liquidated Damages Base Value and Multiplier Adoption 12

1	10.4. Liquidated Damages Calculation.....	13
2	10.5. Notice to Vessel Masters; Assumption of Liabilit	13
3	10.6. Liquidated Damages Security.....	13
4	10.7. Manager Action in Response to Apparent Br	14
5	10.8. Member Appeals.....	14
6	10.9. Voluntary Compliance.....	15
7	10.10. Liquidated Damages Collection and Related Expenses	15
8	10.11. Consequential Damages for Gross Negligence or Willful Misconduct	16
9	10.12. Distribution of Damages	16
10	11. Joint Liability and Indemnification	16
11	12. Membership Termination	17
12	13. Expulsion	18
13	14. Stop Fishing Order; Injunctive Relief.....	18
14	14.1. Issuance of Stop Fishing Order.....	19
15	14.2. Failure to Comply with Stop Fishing Order.	19
16	15. Permit Transfer/Sale	20
17	16. Release and Waiver of All Claims against Sector Manager; Indemnification and Hold Harmless....	20
18	17. Sector Membership Fees	21
19	18. Binding Arbitration.....	21
20	19. No Collective Marketing.....	22
21	20. Amendment and Incorporation by Reference.....	22
22	EXHIBIT A: HARVESTING RULES FOR FY 2019 and FY 2020.....	23
23	Exhibit B: Additional Details Regarding Specific Approved Sector Exemptions.....	36
24	Exhibit C: Sector Membership Fishing Year 2019 (May 1, 2019 to April 30, 2020)	39
25	EXHIBIT D: Sector Member and Vessel Permits Amendment 16 Disclosure Requirements Fishing Year	
26	2019 (May 1, 2019 to April 30, 2020)	41

1 EXHIBIT E: Penalty Schedule 47

2 Exhibit F: Administrative Provisions Addendum:..... 49

3 Exhibit G: EXPLANATORY ADDENDUM 53

4 Exhibit H: INFORMATIONAL ADDENDUM 54

5 EXHIBIT I: FY 2020 (MAY 1, -APRIL 30, 2021) Operations Plan Updates..... 55

6 Exhibit J: ASM Provisions 56

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8

1 SECTOR OPERATIONS PLAN AND AGREEMENT

2 This NORTHEAST FISHERY SECTOR OPERATIONS PLAN AND AGREEMENT (this “Agreement”) is entered
3 into as of **May 1, 2019** (the “Effective Date”), by and among VI Northeast Fishery Sector, Inc. (“NEFS VI”)
4 and each of the Sector members identified on the attached **Exhibit C**.

5 **Recitals**

6 A. Pursuant to “Amendment 16” to the Northeast Multispecies Fishery Management Plan and
7 implementing regulations promulgated by the National Marine Fisheries Service (“NMFS”), a group of
8 persons holding limited access multispecies vessel permits may form self-selecting voluntary sectors for
9 fishery management. As a condition to forming a sector under Amendment 16, the persons wishing to
10 do so must enter into a binding sector operation plan and agreement that contains the required
11 elements.

12 B. The parties to this Agreement wish to form a self-selecting voluntary sector under Amendment 16
13 and to do so are voluntarily entering into this Agreement for **Fishing Year 2019 (May 1, 2019-April**
14 **30, 2020) and Fishing Year 2020 (May 1, 2020-April 30, 2021)**.

15 **Agreement**

16 Now therefore, for and in consideration of the agreements, covenants, rights and obligations set forth
17 herein and the mutual benefits anticipated by the Members under this Agreement, the receipt and
18 sufficiency of which is hereby acknowledged, the Members and Sector hereby agree as follows:

19 1. **Sector Name**. The organization described under this Agreement shall be called the VI
20 Northeast Fishery Sector, Inc. This is a non-profit organization incorporated in Massachusetts on May
21 26, 2009 and therefore may be held liable for violations committed by its members.

22 2. **Sector Eligibility and Membership**. To be eligible to be a member of the Sector, a
23 person must hold a Limited Access Northeast multi-species permit and meet all other Sector eligibility
24 requirements as established from time to time by the Sector’s Board of Directors (the “Board”). Any
25 person wishing to become a Sector member must submit an application no later than sixty (60) days
26 prior to the annual deadline by which Sector contracts must be submitted to NMFS. Sector membership
27 shall be effective upon admission of a member by the Board and acceptance by execution by such
28 member of the Sector’s Membership Agreement. Subject to the automatic renewal provisions of
29 **Section 12** below, and the disciplinary expulsion provisions of **Section 13** below, Sector membership

1 shall expire at the conclusion of each fishing year, unless renewed by the Board in accordance with the
2 Sector's Bylaws and this Agreement. The Sector's members (the "Members"), such Members' "Limited
3 Access Multispecies Permit" (LA MS) as identified by its "Moratorium Rights Identifier" (MRI), and the
4 vessels that will harvest the Sector's Amendment 16 allocations are identified on the attached **Exhibit C**,
5 which may be amended from time to time in accordance with this Agreement and the Sector's Bylaws.

6 2.1. Rule of Three Requirement: Amendment 16 to the NE multispecies FMP
7 defines a sector as a group of three or more persons, none of whom have an ownership interest in the
8 other two persons in the sector. This criterion has been fulfilled for FY 2019 with permit # 149690 under
9 the distinct ownership of Courier Fishing Inc., permit # 330638 under the distinct ownership of Integrity
10 Fishing Corp., and permit # 251683 under the distinct ownership of Andrew Walsh. Documentation of
11 fulfillment of this criterion for FY 2020 will be located in **Exhibit I** of this Agreement and will be furnished
12 by the Sector in accordance with NMFS guidance and schedule pertaining to bi-annual operation plan
13 submission.

14 3. Member and Vessel Permits. The attached **Exhibit D** is provided in accordance with
15 the requirements of Amendment 16 that all state and federal permits held by Members or assigned to
16 Members' vessels be disclosed in each sector's annual operations plan. Documentation of fulfillment of
17 this criterion for FY 2020 will be located in **Exhibit I** of this Agreement and will be furnished by the
18 Sector in accordance with NMFS guidance and schedule pertaining to bi-annual operation plan
19 submission.

20 4. Sector Allocation and Exemptions. Each Member shall take all actions and execute all
21 documents necessary to obtain the Sector's Amendment 16 annual catch entitlement ("ACE"). The
22 Sector shall request all universal exemptions granted to sectors under Amendment 16 and relating
23 multispecies implementing regulations; and any special exemptions the Board deems appropriate. The
24 special exemptions initially requested by the Sector are identified on the "Harvesting Rules" attached
25 hereto as **Exhibit A**.

26 5. Distribution of Sector ACE. Each Member acknowledges that the Sector's ACE is
27 composed of allocations for each species of Northeast multispecies groundfish allocated by Amendment
28 16 (each such species being an "Allocated Species"), and any subsequent Framework or Amendment.
29 Subject to the terms and conditions of this Agreement, each Member shall be entitled to harvest or
30 transfer an amount of the Sector's ACE, as adjusted by the Sector for retainages including but not

1 limited to the Reserve, for each Allocated Species proportionate to the amount of ACE for such species
2 that the Sector receives as a result of such Member’s membership in the Sector. The amount of Sector
3 ACE a Member may harvest or transfer, as adjusted by transfers and Sector retainages including but not
4 limited to the Reserve, made in accordance with this Agreement, is referred to hereafter as a Member’s
5 “Harvest Share.” Each Member may harvest or transfer its Harvest Share only under the terms and
6 conditions of this Agreement and in compliance with the restrictions imposed by the Manager (as
7 defined below), the Enforcement Committee (as defined below) and the Board in accordance with this
8 Agreement. Any other attempted harvest or transfer of a Member’s Harvest Share shall be a breach of
9 this Agreement.

10 6. Sector Manager and Registered Agent. The Board shall from time to time appoint a
11 person to act as the Sector’s authorized agent in all NMFS and New England Fishery Management
12 Council matters (the “Manager”), and a person to serve as the registered agent for receiving service of
13 process on behalf of the Sector (the “Registered Agent”). The procedures for appointing the Manager
14 and the Registered Agent shall be as provided in the Sector’s Bylaws, as the same may be amended from
15 time to time. The Manager and the Registered Agent may be the same person. The Manager shall be
16 responsible for preparing and filing all reports required of the Sector under Amendment 16 and the
17 related implementing regulations. Michael Walsh will serve as the registered agent for receiving service
18 of process on behalf of the Sector and David Leveille will be acting as the manager for NEFS VI on May 1,
19 2019. Documentation of fulfillment of this criterion for FY 2020 will be located in Exhibit I of this
20 Agreement and will be furnished by the Sector in accordance with NMFS guidance and schedule
21 pertaining to bi-annual operation plan submission.

22 6.1. Communication with Sector. The Manager is the primary point of contact
23 for all communications on behalf of the Sector and all communications regarding NEFS VI should be
24 directed accordingly. In addition to the Sector Manager, Elizabeth Etrie or the acting program director
25 of Northeast Sector Service Network is authorized to act on behalf of the Sector. At the time in which
26 this Agreement is entered into, the Board of Directors are as follows:

- 27 President: Michael Walsh
- 28 Vice President: Salvatore Bramante
- 29 Treasurer: Michael Walsh
- 30 Clerk: Salvatore Bramante
- 31 Directors: Salvatore Bramante, Michael Walsh

1 In the event that the Board of Directors is modified, the Sector will notify NMFS of such modifications.
2 Additionally, a list of current Board members can also be located at the following link.

3 <http://corp.sec.state.ma.us/corpweb/corpsearch/CorpSearch.aspx>

4 7. Consolidation Plan. The Sector’s ACE shall be harvested in accordance with the terms
5 and conditions of this Section 7.

6 7.1. Harvest Share Reserve. Each Member acknowledges that under NMFS
7 regulations, the Members’ aggregate harvest of the Sector’s ACE may not exceed the Sector’s ACE
8 allocation, as adjusted by transfers of ACE between the Sector and other sectors. Each Member further
9 acknowledges that under NMFS regulations, each Member may be held jointly liable for fines, penalties
10 and forfeitures related to the Sector’s ACE being overharvested. Each Member therefore authorizes the
11 Manager to annually establish a reserve of each Allocated Species in the amount the Manager deems
12 necessary to insure the Sector’s ACE is not over-harvested (the “Reserve”). The Reserve for each
13 Allocated Species shall be established by assessing the Members’ Harvest Shares for such Allocated
14 Species on a pro rata basis, according to their Harvest Share percentages for each such species. The
15 amount of each Member’s Harvest Share available for harvest or transfer shall be net of the amount
16 assessed for the Reserve. The Reserve shall be managed under a “Deemed Value System” (“DVS”) by
17 the Manager in accordance with the terms and conditions adopted by the Board from time to time. If
18 the Board requires that Members pay for distributions from the Reserve, the DVS payments received by
19 the Sector shall be distributed to the Members after the close of fishing for the year on a pro rata basis,
20 such that each Member receives a share of the total amount paid for distributions of each Allocated
21 Species from the Reserve proportionate to the amount of such Allocated Species each Member
22 contributed to the Reserve.

23 7.2. Harvest Share Use. Only Members that notify the Manager in writing on or
24 before 4/30/2019 (the “Notification Date”), and on or before any succeeding Notification Dates
25 established by the Board for FY 2019 and FY 2020 thereafter of their intention to harvest Sector ACE
26 (“**Active Members**”) may harvest Sector ACE. Each Member’s notice that such Member intends to
27 harvest Sector ACE shall identify the vessels which will be used for such harvest. **Non-Active Members**
28 shall not harvest Sector ACE, including without limitation, their own Harvest Share. No **Active Member**
29 shall harvest an amount of Sector ACE in excess of their Harvest Share. Harvest of each **Active**
30 **Member’s** Harvest Share shall be subject to all NMFS and other management regulations generally

1 applicable to the Sector's ACE (including but not limited to seasonal apportionments and area harvest
2 restrictions) on a discreet, individual basis; i.e., no greater percentage of each Member's Harvest Share
3 may be harvested in any season or area than the percentage of the related Sector ACE allocation
4 permitted to be harvested in such season or area. The Manager may impose and enforce additional
5 restrictions on each **Active Member's** harvest of Sector ACE authorized by this Agreement or adopted by
6 the Board.

7 7.2.1. Non-Active Members. The Members acknowledge that
8 **Active Members** are assuming certain costs and risks associated with harvesting the Sector's ACE on
9 behalf of the **Non-Active Members**, and that the **Active Members** are making certain financial
10 contributions to the Sector that are not made by **Non-Active Members**. Obligations assumed by **Active**
11 **Members** that are not imposed on **Non-Active Members include** but are not limited to payments of the
12 initial Membership Fee, and paying Network and Sector fees in connection with landings of catch
13 harvested under the Sector's ACE. In consideration for the **Active Members** assuming these costs, risks
14 and fee obligations, each **Non-Active Member** shall:

15 A. Not fish in any ACE-accountable fisheries;

16 B. Participate only as a transferor with regards to transfer of such
17 member's Harvest Share within the sector. However, a **Non-Active Member** may act as a
18 transferee through an Inter-Sector transfer of ACE provided the transaction results in a
19 net increase of this Sector's ACE.

20 C. Not have access to information on FishTrax, or other Sector
21 specific tools, other than the information necessary to track the balance of such
22 Member's Harvest Share, and specifically, shall not have access to Harvest Share Offers or
23 Permit Offers posted on behalf of Members;

24 D. Not have the Rights of First Offer on Sector Harvest Share and
25 the related Sector ACE extended to **Active Members**, which may be adopted or amended
26 from time to time by the Board under Section 7.3, and shall not have a right of first
27 refusal on Permits extended to **Active Members**, which may be adopted or amended
28 from time to time by the Board under Section 15;

1 E. Pay Sector Operating Fees on the net amount of Sector ACE
2 transferred out of the Sector by such Member and pay the Network Fee on the net
3 amount of Sector ACE transferred out of the NEFS Sectors by such Member.

4 7.3. Harvest Share Transfer. Subject to the terms and conditions of this
5 Agreement, each Member may transfer some or all of such Member's Harvest Share to one or more
6 **Active Member(s)** on such terms and conditions as the transferor Member and the transferee **Active**
7 **Member(s)** may agree. No transfer of a Member's Harvest Share shall become effective until the
8 Manager has received actual notice of such transfer. No Member may transfer any portion of such
9 Member's Harvest Share, or interest in the Sector's ACE, to any person other than an **Active Member**
10 unless the Board first authorizes such transfer in writing. Any such transfer shall be subject to such
11 terms and conditions as the Board may adopt from time to time, including but not limited to
12 establishment of procedures to implement a Right of First Offer (the "ROFO") that is extended to **Active**
13 **Members** of the Sector, **Active Members** of other Northeast Fishery Sectors, and certain other parties in
14 accordance with the terms and conditions established by the Board. Without limiting the foregoing, the
15 Sector Board of Directors may condition, review, approve and restrict transfers of Harvest Shares to
16 non-Members as it deems necessary to promote the harvest of the Sector's entire ACE allocation and
17 ensure that the Sector's management and administrative costs can be recouped through reasonable
18 Sector membership fees established by the Board.

19 7.4. Harvesting Rules and Fishing Plan. The Board may from time to time adopt
20 such restrictions on harvest of the Sector's ACE as the Board deems necessary to ensure the Sector's
21 compliance with Amendment 16 and related implementing regulations (such restrictions referred to
22 hereafter as "Harvesting Rules"). The Harvesting Rules are set forth on **Exhibit A**. Each **Active Member**
23 shall conduct their harvest of the Sector's ACE in strict compliance with the Harvesting Rules. Each
24 Member shall exercise their best efforts to ensure such Member's Harvest Share is harvested in
25 accordance with the Harvesting Rules. The Manager shall annually develop a Sector fishing plan that
26 promotes harvest of the Sector's ACE in accordance with the Harvesting Rules and shall make the Fishing
27 Plan available to Active Members prior to the commencement of the fishing season.

28 7.5. Re-direction of Effort. During FY 2017, NEFS VI vessels switched fishing
29 efforts into the following fisheries:

- Fishery: Fluke (Gear: Otter Trawl)

- 1 • Fishery: Skate (Gear: Otter Trawl)
- 2 • Fishery: Monkfish (Gear: Otter Trawl)

3
4 During the first quarter of FY 2018, NEFS VI vessels switched effort into the following fisheries:

- 5
- 6 • Fishery: Whiting (Gear: Trawl – Small mesh)
- 7 • Fishery: State of Massachusetts Squid Fishery (Gear: Otter Trawl)
- 8 • Fishery: State of Massachusetts Fluke Fishery (Gear: Otter Trawl)
- 9 • Fishery: State of Massachusetts Horseshoe Crab Fishery (Gear: Otter Trawl)
- 10 • Fishery: State of Massachusetts Whelk (Gear: Otter Trawl)
- 11 • Fishery: Scallop (Gear: Dredge)
- 12 • Fishery: Squid (Gear: Otter Trawl)
- 13 • Fishery: Fluke (Gear: Otter Trawl)
- 14 • Fishery: Skate (Gear: Otter Trawl)
- 15 • Fishery: Monkfish (Gear: Otter Trawl)
- 16

17
18 During FY 2019 & FY 2020, NEFS VI anticipates:

- 19 • Similar redirection of effort to the fisheries listed above,

20 7.6. Sector Vessel Interactions with Allocated Species in Non-Amendment 16

21 Fisheries. NMFS will account for Member harvests of Allocated Species as harvests of the Sector’s ACE,
22 regardless of whether such harvests are made during directed groundfish fishing trips or during other
23 fishing trips, unless the Allocated Species harvest is managed under another management plan or as a
24 sub-component annual catch limit (“ACL”) of Amendment 16 Allocated Species. Each **Active Member**
25 shall report every fishing trip by such Member to the Manager prior to sailing, for determination
26 whether the related Allocated Species harvest must be accounted for to NMFS as harvest of the Sector’s
27 ACE.

28 Consolidation and Redistribution of ACE: Scientific recommendations and Magnuson requirements
29 will influence the level of consolidation that will continue to take place in the groundfish fishery. The
30 Sector members intend to utilize sector management to mitigate excessive consolidation that may occur
31 in the effort controlled system where overall management measures are based upon the weakest
32 stocks. In FY 2018, 26% of the permits enrolled in the NEFS VI for FYs 2019 and 2020 are attached to
33 vessels actively fishing for NE multispecies. For FYs 2019 and 2020, the NEFS VI sector has 24 permits
34 currently enrolled. Of those permits 6 are anticipated to actively fish for NE multispecies in FYs 2019 and
35 2020. While these numbers may change, the NEFS VI sector expects that, compared to FY 2018, there
36 would be no change from the consolidation that previously occurred among the members during FY
37 2018. The member permits that are not attached to active NE multispecies vessels in FYs 2019 and 2020

1 are the same permits that did not fish in FY 2018. In most cases, a member who owns multiple permits
2 fished the ACE (or DAS if in the common pool) of all those permits on fewer hulls and will now continue
3 to fish the ACE contributed by all those permits on fewer hulls, resulting in no additional consolidation.
4

5 8. Release of Catch Data. Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens
6 Fishery Conservation and Management Act, 16 U.S.C. §1881a(b)(1)(F), the undersigned hereby
7 authorizes the release to the Manager of VI Northeast Fishery Sector, Inc.; Program Director of
8 Northeast Sector Service Network, and the FishTrax Programmer, of information that may be or is
9 considered to be confidential or privileged by the Magnuson-Stevens Act or other federal law regarding
10 the catch of various species of fish associated with the limited access Northeast multispecies permit with
11 the Moratorium Right Identifiers (MRIs) enrolled in the sector submitted to the National Marine
12 Fisheries Service that the undersigned has authority to access. This information includes data required
13 to be submitted or collected by NMFS, including but not limited to days-at-sea allocation and usage,
14 vessel trip reports, dealer reports, Northeast Fishery Observer Program data, information collected for
15 conservation and management purposes, catch and landings history data, at-sea monitoring data, VMS
16 information, and all other information associated with the vessel, MRI #, and/or permit records.

17 9. Catch Monitoring and Reporting. Each **Active Member** shall comply with all catch
18 monitoring and reporting requirements established by the Manager, which may include but are not
19 limited to maintaining and filing copies of accurate catch logs, carrying fishery observers, installing and
20 operating electronic vessel and catch monitoring equipment, delivering fish only at pre-approved
21 landing stations at pre-approved times, and completing and filing accurate delivery reports on a timely
22 basis. Without limiting the foregoing, each **Active Member** shall submit on a timely basis all catch
23 information as required by and necessary for the Manager to complete and file the Sector's weekly
24 reports. Each **Active Member's** harvest of Sector ACE shall be calculated and tabulated in accordance
25 with the catch accounting measures established by NMFS with respect to the Sector's ACE. Absent
26 manifest error, the catch and delivery information produced by the Manager shall be presumed
27 accurate, and absent manifest error, each Member's obligations under this Agreement and all related
28 documents may be enforced to their fullest extent on the basis of such information.

29 10. Breach and Remedies for Breach. The benefits associated with Sector membership
30 will only accrue to the Members if each of them strictly complies with this Agreement. Each Member
31 will make significant operational and financial commitments based on this Agreement, and any

1 Member's failure to fulfill any of its obligations under this Agreement could have significant adverse
2 consequences for some or all other Members. Any failure by a Member to fulfill any of its obligations
3 under this Agreement shall constitute a breach of this Agreement. Each Member shall be bound by the
4 procedures set forth in this Section for determining whether a Member has breached this Agreement.
5 The Sector shall be entitled to the remedies set forth in this Section if a Member is determined by the
6 Sector to have breached this Agreement. Each Member shall take all actions and execute all documents
7 the Manager deems necessary or convenient to give effect to the provisions of this Section.

8 10.1. Liquidated Damages Schedule and Schedule Amendments. The loss, costs
9 and damages which may be suffered or incurred by Members as the result of any Member harvesting
10 Sector ACE in excess of the amount such Member is authorized to harvest under this Agreement, or
11 otherwise breaching this Agreement, will be difficult to calculate. The loss, costs and damages the
12 Members and the Sector could suffer as the result of a Member harvesting more Sector ACE than its
13 Harvest Share, or otherwise breaching this Agreement, are likely to substantially exceed the market
14 value of the excess harvest. Consequently, the Sector may impose and assess upon any breaching
15 Member the liquidated damages amounts as established under Section 10.3, below.

16 10.2. Enforcement Committee. Not less than one hundred twenty (120) days
17 prior to each annual Northeast multispecies groundfish season opening date (the "Season Opening
18 Date"), the Manager shall call a meeting of the Board to appoint the Enforcement Committee for the
19 upcoming year, and to address any other matters of Sector business properly before the Board. The
20 Board shall meet for those purposes not less than ninety (90) days prior to the Season Opening Date,
21 and at such meeting shall appoint an Enforcement Committee composed of five (5) persons. If the
22 Board fails to do so, the Manager shall appoint the Enforcement Committee. The Enforcement
23 Committee shall assist the Manager in setting and updating the liquidated damages amounts for
24 breaches of this Agreement and shall hear and decide Members' appeals of the Manager's contract
25 breach determinations and liquidated damages assessments.

26 10.3. Liquidated Damages Base Value and Multiplier Adoption. Not less than
27 sixty (60) days prior to each annual Season Opening Date, the Manager shall establish the market value
28 of an unprocessed pound of each Allocated Species (each such value being a "Base Value"), and transmit
29 such Base Values to the Enforcement Committee. In establishing such Base Values, the Manager may
30 take into account both the direct costs and the opportunity costs associated with an over-harvest of the
31 relevant species. Not less than thirty (30) days prior to each annual Season Opening Date, the

1 Enforcement Committee, in consultation with the Manager, shall adopt Base Values and Base Value
2 multipliers, and the liquidated damages amounts for breaches of this Agreement other than over-
3 harvest of a Member's Harvest Share, which shall be based on the Enforcement Committee's estimate
4 of the losses that the Sector and its Members could be expected to suffer as a result of such breaches.
5 Because the damages suffered by one or more other Sector Members as the result of a Member
6 harvesting an amount of Sector ACE in excess of its Harvest Share are likely to substantially exceed the
7 market value of the excess harvest, the Base Value multipliers shall not be less than three (3). Upon the
8 Enforcement Committee's adoption of Base Values and Base Value multipliers, such Base Values and
9 Base Value multipliers will be the basis for calculation of damages for unreconciled Harvest Share
10 overages. The Enforcement Committee may adjust Base Values, Base Value multipliers and liquidated
11 damages during the Fishing Year with approval by the Sectors Board of Directors. Any inseason
12 adjustments will be communicated via email to all Members.

13 10.4. Liquidated Damages Calculation. The liquidated damages amount for each
14 pound by which a Member's harvest of an Allocated Species exceeds such Member's Harvest Share for
15 such species shall be the relevant Base Value, multiplied by the relevant liquidated damages multiplier.
16 The liquidated damages amounts for breaches of this Agreement, other than over-harvest of a
17 Member's Harvest Share shall be as provided on **Exhibit E**.

18 10.5. Notice to Vessel Masters; Assumption of Liability. Each vessel harvesting a
19 Member's Harvest Share or participating in a fishery that may require utilization of a Member's Harvest
20 Share (i.e., non-exempt monkfish), will be under the day-to-day command of the vessel's master who
21 will to a significant degree have control over whether the vessel is operated in compliance with this
22 Agreement. Each Member shall ensure that the master(s) of the vessel(s) harvesting such Member's
23 Harvest Share are aware of the terms and conditions of this Agreement governing the harvest of such
24 Member's Harvest Share, including without limitation the Harvesting Rules, and shall have confirmed
25 their agreement to abide by such terms in writing. Each Member assumes all liability under this
26 Agreement arising out of or related to the actions of the master(s) operating such Member's vessel(s).

27 10.6. Liquidated Damages Security. The Board may require that a Member that
28 has two (2) or more NMFS fishing regulation violations, or which has breached this Agreement or
29 another sector's operations plan on two (2) or more occasions, post a bond or obtain a letter of credit
30 securing such Member's payment and performance obligations under this Agreement in such amounts
31 as the Board deems appropriate, or may require such Member to personally guaranty, and/or have

1 other Members or third parties personally guaranty, such Member's payment and performance
2 obligations under this Agreement.

3 10.7. Manager Action in Response to Apparent Breach. The Manager shall
4 monitor the Members' compliance with the terms and conditions of this Agreement. If the Manager
5 becomes aware of an apparent breach of this Agreement by a Member, the Manager shall investigate
6 the matter, and if the Manager concludes that a Member has breached this Agreement, the Manager
7 shall notify such Member of the apparent breach and (if such breach is reasonably susceptible of cure)
8 provide such Member with an opportunity to cure the breach. If such Member fails to demonstrate to
9 the Manager, in the Manager's sole and absolute discretion, that no breach occurred, or to cure the
10 breach within the time period directed by the Manager, taking into account the magnitude of the
11 breach and the potential consequences of the breach for the Sector and the other Members, the
12 Manager shall notify the Member in writing that the Manager is referring the alleged breach to the
13 Enforcement Committee, and shall notify the Enforcement Committee in writing of the alleged breach
14 and the proposed liquidated damages. Pursuant to Section 14, below, if during the investigation, notice
15 and cure period described above, the Manager concludes it is necessary for the protection of the
16 interests of the Sector and its Members, the Manager may issue a "Stop Fishing Order" to the Member
17 in apparent breach, and if such Member fails to cause the vessels harvesting its Harvest Share to
18 immediately stop fishing , the sector manager may take any action he/she deems necessary including
19 without limitation, self-help or court action which may include the seeking of injunctive relief.

20 10.8. Member Appeals. A Member receiving notice of an alleged breach and
21 proposed liquidated damages shall have five (5) days from the date that the Member receives the notice
22 to request an appeal hearing before the Enforcement Committee. If a Member fails to request a hearing
23 within such 5-day appeal period, the Member's right of appeal shall expire, the Member shall be
24 deemed to have breached this Agreement in accordance with the Manager's determination, and the
25 Member shall be obligated to pay the related liquidated damages. If a Member timely requests an
26 appeal hearing, the Manager shall consult with the Enforcement Committee and schedule an
27 Enforcement Committee meeting for that purpose. The Enforcement Committee shall make reasonable
28 efforts to schedule the meeting at a time and place such that the Member requesting the appeal is able
29 to attend, and shall provide the Member with at least thirty (30) days advance written notice of the time
30 and place of the meeting. At such meeting, the Enforcement Committee shall provide the Manager with
31 an opportunity to present evidence of the apparent breach, and shall provide the Member in apparent

1 breach with a reasonable opportunity to rebut such evidence. Per Section 9, above, the catch and
2 delivery data produced by the Manager shall be presumed accurate, and, absent manifest error, each
3 Member's obligations under this Agreement and all related documents may be enforced to their fullest
4 extent on the basis of such data. If the Enforcement Committee determines that a Member breached
5 this Agreement, the Sector shall have the right to collect from such Member the liquidated damages
6 amount provided for such breach under this Agreement.

7 10.9. Voluntary Compliance. In connection with breaches of this Agreement for
8 which a Member is liable to the Sector or other Sector Members for liquidated damages, the Sector shall
9 provide the breaching Member fifteen (15) days prior notice of its intent to exercise its rights of
10 collection, during which period the Member may propose an alternative method of compensating the
11 Sector and other Sector Members for the damages suffered as the result of such Member's breach. The
12 Enforcement Committee may approve or disapprove any alternative form of compensation in its sole
13 discretion, provided that if the breach at issue is an overharvest of a Member's Harvest Share, there
14 shall be no liquidated damages imposed if the Member in breach obtains sufficient Harvest Share from
15 other Members to offset the overharvest, and tenders conclusive evidence to that effect to the
16 Enforcement Committee. Such Member shall nevertheless remain liable for the costs and fees incurred
17 by the Sector in connection with the alleged breach, and the Sector shall be entitled to collect such costs
18 and fees if such Member fails to pay the same within ten (10) days of receiving the Sector's demand for
19 payment.

20 10.10. Liquidated Damages Collection and Related Expenses. If a Member fails to
21 resolve a breach of this Agreement through voluntary compliance measures approved by the
22 Enforcement Committee and performed by such Member on a timely basis, the Member in breach shall
23 pay the liquidated damages amount assessed by the Sector within ten (10) days of the end of the
24 voluntary compliance period described in Section 10.9, above. Liquidated damages amounts not paid
25 when due shall accrue interest at a rate of interest equal to the prime rate of interest announced by
26 Bank of America, or such other bank as the Board may select from time to time, as of the last day of the
27 voluntary compliance period plus twelve percent (12%). If a Member fails to pay the liquidated
28 damages amount assessed by the Enforcement Committee with interest within thirty (30) days of the
29 end of the voluntary compliance period described in Section 10.9, above, the Sector may pursue legal
30 action to collect the liquidated damages. In addition, in connection with Member breaches resulting
31 from an over-harvest of a Member's Harvest Share, the Sector (acting through the Enforcement

1 Committee) may take possession of an amount of the Member in breach's Harvest Share for the
2 overharvested species for the year in which the contract breach occurred and, if necessary, in
3 subsequent years, in a total amount equal to three (3) times the amount of such over-harvest, provided
4 that the amount of a Member's liability to the Sector for over-harvest shall be reduced proportionately
5 to the extent that the Sector does so. In addition to liquidated damages, the Sector shall be entitled to
6 all fees, costs and expenses, including attorney's fees, actually incurred by the Sector in connection with
7 any action to collect liquidated damages from a Member in breach of this Agreement, whether or not
8 the Sector prevails in such action.

9 10.11. Consequential Damages for Gross Negligence or Willful Misconduct. In
10 addition to the liquidated damages imposed under this Section 10, each Member shall be liable for
11 consequential damages in connection with a breach of this Agreement resulting from the Member's
12 gross negligence or willful misconduct. Each Active Member shall be liable for the consequential
13 damages arising out of or related to the gross negligence or willful misconduct of the captain operating
14 such Active Member's vessel(s).

15 10.12. Distribution of Damages. Where a Member's breach causes one or more
16 other Members to harvest less than their Harvest Share, damages awarded to the Sector under this
17 provision shall first be distributed *pro rata* among the Members whose harvest was reduced, with each
18 Member receiving a fraction of such funds, the numerator of which is the amount by which such
19 Member's catch was less than such Member's allocation or apportionment, and the denominator of
20 which is the sum of the aggregate amount of by which all Members' allocations or apportionments were
21 reduced as a result of the breach, up to the amount of loss suffered by each such Member as the result
22 of the breach. Any damages awarded to the Sector in excess of those distributed to other Members
23 under this Section, and any damages awarded in connection with a breach which does not cause any
24 other Member's allocation or apportionment to be reduced, shall be retained by the Sector and applied
25 to the costs of Sector operations.

26 11. Joint Liability and Indemnification. Each Member acknowledges that the Sector's
27 Members may be held jointly liable for ACE overages, discarding of legal-sized fish and misreporting of
28 catch landings or discards. Further, each Member acknowledges that should a hard total allowable
29 catch ("TAC") allocated to the Sector be exceeded in a given fishing year, the Sector's allocation will be
30 reduced by the overage in the following fishing year, and the Sector, each vessel participating in the
31 Sector and each vessel operator and/or vessel owner participating in the Sector may be charged, as a

1 result of said overages, jointly and severally for civil penalties and permit sanctions pursuant to 15 C.F.R.
2 Part 904, and that if the Sector exceeds its TAC in more than one (1) fishing year, the Sector's ACE may
3 be permanently reduced or the Sector's authorization to operate may be withdrawn.

4 In consideration of the foregoing, each Active Member agrees to indemnify, defend and hold the Sector
5 and all other Members harmless from and against all liabilities, claims, fines, penalties and forfeitures of
6 any nature whatsoever arising out of or related to any breach of this Agreement related to such Active
7 Member's harvest of Sector ACE, and each Member agrees to indemnify, defend and hold the Sector
8 and the other Members harmless from and against all liabilities, claims, fines, penalties and forfeitures
9 of any nature whatsoever arising out of or related to such Member's breach of this Agreement. Each
10 Member's indemnification obligation under this Section 11 is separate from and in addition to each
11 Member's liquidated damages and consequential damages obligations under Section 10, above. Each
12 Member authorizes the Board to require that a Member's obligations under this Section 11 be secured
13 by a surety.

14 12. Membership Termination. No Member may terminate its membership in the Sector
15 other than in accordance with this Section 12. A Member that has agreed to join the Sector prior to the
16 Effective Date may withdraw from Sector membership prior to the Effective Date without penalty or
17 prejudice. Thereafter, only a Member that is not in breach of this Agreement and that has no
18 outstanding Sector performance or payment obligations may terminate its membership in the Sector,
19 and may do so only in compliance with the terms and conditions of this Section 12. Notwithstanding the
20 foregoing, the Board may terminate the membership of a Member in breach of its payment or
21 performance obligations under this Agreement, as the Board deems appropriate in its sole discretion.

22 Subject to the provisions of this Section 12 regarding withdrawal prior to the Effective Date, above, a
23 Member that is eligible to terminate such Member's Sector membership may do so only by providing
24 written notice to that effect to all other Members on or before April 30th or such date as the Board may
25 from time to time establish for that purpose (the "Termination Date") each fishing year. A Member that
26 fails to provide such notice by the Termination Date shall be deemed to have automatically renewed its
27 Sector membership for the following year, and all other Members shall be entitled to act in reliance on
28 such renewal accordingly. If any Member provides a membership termination notice by the
29 Termination Date, each of the other Members shall have ten (10) days from the date they receive such
30 notice to terminate their membership as well, notwithstanding the Termination Date notice deadline.
31 Termination of membership in the Sector shall be effective as of the final day of the current fishing year.

1 If a Member is in breach of this Agreement or has outstanding Sector payment or performance
2 obligations as of the Termination Date, unless the Board takes action to terminate such Member's
3 membership, such Member's membership shall be deemed renewed for the following year,
4 notwithstanding any notice of withdrawal such Member may give, and the Sector shall have the
5 authority to file an application for a Sector allocation including such Member as a Member of the Sector.
6 Each Member hereby grants the Sector a power-of-attorney, coupled with an interest, for such
7 purposes, and authorizes each of the Sector's officers to take any and all actions and execute any and all
8 documents necessary or convenient to give effect to this provision.

9 Termination of membership shall not relieve a person or entity of any obligations under this Agreement
10 related to the period during which such person or entity was a Member, including but not limited to
11 liquidated damages obligations for breach of this Agreement, consequential damages obligations for
12 breaches resulting from acts of gross negligence or willful misconduct, or indemnification obligations
13 related to such person or entity's actions as a Member.

14 13. Expulsion. A Member may be expelled from the Sector at any time for: (i) a knowing,
15 willful breach of this Agreement; (ii) any alleged breach of this Agreement that is either not appealed
16 pursuant to Section 10.8, or is upheld by the Enforcement Committee after being appealed, and which
17 such Member fails to cure through voluntary compliance approved by the Enforcement Committee
18 pursuant to Section 10.9, or by paying liquidated damages in accordance with Section 10.10; (iii)
19 perpetrating a fishery regulation violation that exposes Sector Members to joint liability for such
20 violation. A Member shall be immediately and automatically expelled from the Sector if such Member
21 ceases to be eligible to participate in the Sector or if such Member engages in conduct that exposes the
22 Sector or other Sector Members to antitrust or unfair trade practice liability. As of the date of expulsion,
23 the expelled Member shall lose all rights to harvest any portion of the Sector's ACE unless the expelled
24 Member is re-admitted. Expulsion shall not relieve a Member of the obligation to pay fees that were
25 levied prior to the date of expulsion, or to pay liquidated damages and costs and fees related to an
26 action or omission by the expelled Member that preceded the date of expulsion. The Sector shall notify
27 NMFS immediately upon a Sector Member's expulsion; by electronic email, followed by posted mail.

28 14. Stop Fishing Order; Injunctive Relief. Sector members may be held jointly and
29 severally liable if (a) a Sector exceeds its ACE, (b) a Sector member discards legal-sized fish, or (c) a
30 Sector member misreports landings or discards. If a Sector exceeds its ACE in a given fishing year, the
31 Sector's allocation may be reduced by the overage in the following fishing year, and the Sector, each

1 vessel, and vessel operator and/or vessel owner participating in the Sector may be jointly and severally
2 liable for civil penalties and permit sanctions pursuant to 15 C.F.R. Part 904 in connection with such
3 overage. In addition, if a Sector exceeds its ACE in more than one (1) fishing year, NMFS may
4 permanently reduce the Sector's ACE or withdraw the Sector's authorization to operate.

5 The Sector will exceed its ACE only if one or more members overharvest their Harvest Share, as (subject
6 to the provisions of Section 7.1, above) the Sector's ACE, less the Reserve, is fully distributed to the
7 Members as their Harvest Shares. A Member's overharvest of its Harvest Share would be a breach of
8 this Agreement for which a Member would be liable for damages. Because each incident of ACE
9 overharvest would constitute a separate violation of the Amendment 16 regulations, and because each
10 such incident would be treated as a prior violation by NMFS for purposes of determining appropriate
11 fines, penalties and forfeitures in connection with a subsequent violation, the damages suffered by the
12 Sector as a result of an overharvest by one or more Members that resulted in the Sector overharvesting
13 its ACE would be consequential and irreparable.

14 In consideration of these circumstances, and in consideration for the Sector waiving its right to require
15 each Member to obtain a security bond or pledge collateral to secure its obligation to the Sector to limit
16 its harvest of Sector ACE to such Member's Harvest Share, which consideration each Member agrees it
17 has received and is sufficient, the Members hereby agree as follows.

18 14.1. Issuance of Stop Fishing Order. The Sector, acting through the Manager, has
19 the authority to issue to any Member that the Manager determines is in breach a Stop Fishing Order,
20 and upon such issuance, such Member shall immediately cause all vessels harvesting its Harvest Share to
21 cease doing so, and such Member shall not permit the vessels harvesting its Harvest Share to resume
22 doing so unless and until the Manager rescinds the Stop Fishing Order. Each Member hereby releases
23 the Sector, all other Members and the Manager from any and all liability of any nature whatsoever,
24 including but not limited to both contractual and tort liability, for any direct or indirect, incidental or
25 consequential losses or damages that a Member may suffer as a result of complying with a Stop Fishing
26 Order.

27 14.2. Failure to Comply with Stop Fishing Order. If any vessel(s) harvesting a
28 Members' Harvest Share does not immediately comply with a Stop Fishing Order in accordance with its
29 terms, the Sector may exercise remedies of self help and take any and all other action as the Sector
30 determines necessary to enforce the Stop Fishing Order and this Agreement, including injunctive relief.

1 In seeking injunctive relief, the Sector Manager's burden of proof (if any) shall be satisfied by A.
2 (production of a copy of the Stop Fishing Order) and B. (evidence that the vessel continued to fish
3 thereafter).

4 The Member shall be liable to the Sector for all losses, costs, damages, fees and expenses incurred by
5 the Sector in connection with enforcement, including but not limited to, the costs of obtaining any bond
6 the Sector may be required to post, whether or not the Sector prevails.

7 15. Permit Transfer/Sale. A Member may transfer a Permit to a party other than a
8 Member, subject to a Right of First Refusal (the "ROFR"), which may be adopted or amended from time
9 to time by the Board, in favor of **Active Members** of the Sector, **Active Members** of other Northeast
10 Fishery Sectors, and certain other parties. No Member may transfer such Member's "LA MS" permit or
11 "MRI" permit to a person who is not an **Active Member** unless such person assumes all of the
12 transferring Member's obligations under this Agreement as of the effective date of such transfer. A
13 person other than a Member who receives a Member's "LA MS" permit or "MRI" permit from a Member
14 in accordance with this Section 15 (a "Transferee") shall only be eligible to participate in the Sector for
15 the balance of the fishing year during which the transfer occurs, and thereafter may only remain a
16 Sector Member if such Transferee applies for and is admitted to Sector membership in accordance with
17 Section 2, above.

18 15.1. The Transferee shall be deemed a **Non-Active Member** of the Sector, with
19 no rights to harvest any Sector ACE, including but not limited to the ACE allocated to the Sector in
20 connection with the assets acquired under the Permit Offer. A Transferee wishing to acquire **Active**
21 **Member** status during the fishing year in which the permit transfer occurred must submit a written
22 request to the Board for consideration. The Board will have the authority to approve, conditionally
23 approve or deny such request.

24 16. Release and Waiver of All Claims against Sector Manager; Indemnification and Hold
25 Harmless. Each Member acknowledges that the effectiveness of this Agreement depends on the
26 Manager exercising reasonable independent business judgment in good faith in reviewing and approving
27 or disapproving Members' fishing plans, monitoring harvest of the Sector's ACE, and enforcing the terms
28 and conditions of this Agreement. Each Member hereby waives and releases any and all claims against
29 the Manager arising out of or relating to Manager's performance under this Agreement, other than
30 those arising solely from the gross negligence or willful misconduct by the Manager, as conclusively

1 determined by a court of final and competent jurisdiction. The Sector and the Members agree to jointly
2 and severally indemnify, defend and hold the Manager harmless from and against any third party claims,
3 damages, fines, penalties and liabilities of any kind whatsoever asserted against the Manager in
4 connection with the Manager's performance under this Agreement, other than those arising out of gross
5 negligence or willful misconduct by the Manager.

6 17. Sector Membership Fees. At least thirty (30) days prior to the Effective Date, and at
7 least thirty (30) days prior to each annual Termination Date thereafter, the Board shall notify the
8 Members in writing of the amount of Sector membership fees that the Board has adopted for the
9 upcoming year of Sector operations.

10 18. Binding Arbitration. Each Member and the Sector agree to exercise their best good
11 faith commercially reasonable efforts to resolve any disputes arising under this Agreement through
12 direct negotiations. Breaches of this Agreement which are not resolved through direct negotiation shall
13 be submitted to binding arbitration upon the request of any party at interest. Any person nominated as
14 an arbitrator hereunder by any person shall be a person of mature, sound and reasonable business
15 judgment and experience and either have (a) held a federal fishing master license for at least ten (10)
16 years, or (b) been an attorney at law practicing in the area of fisheries for at least ten (10) years.

17 The party's written request for arbitration shall include the name of the arbitrator selected by the party
18 requesting arbitration. The respondent party shall have ten (10) days to provide written notice of the
19 name of the arbitrator it has selected, if any. If the other party timely selects a second arbitrator, the
20 two arbitrators will jointly select a third arbitrator within ten (10) days. If the other party does not
21 timely select the second arbitrator, there shall be only the one arbitrator. The single arbitrator or the
22 three (3) arbitrators so selected will schedule the arbitration hearing as soon as possible thereafter. Any
23 arbitrator must have no material ties to the Sector or any Member. The decision of the arbitrator (or in
24 the case of a three (3) arbitrator panel, the decision of the majority) will be final and binding. The
25 arbitration will be conducted under the rules of (but not by) the American Arbitration Association. The
26 parties will be entitled to limited discovery as determined by the arbitrator(s) in his, her or their sole
27 discretion. All costs of arbitration shall be borne by the party requesting the same. Each party shall bear
28 its own costs of preparation and presentation, unless, in the case of the Sector, the Board determines to
29 assess such costs to the applicable Member, which costs shall be immediately due and payable. In no
30 event will arbitration be available pursuant to this paragraph after the date when commencement of

1 such legal or equitable proceedings based on such claim, dispute, or other matter in question would be
2 barred by an applicable statute of limitations.

3 The final decision of the Arbitrators shall not be subject to review or appeal by any other person,
4 including any court, with the exception of NMFS in its oversight role for the purposes of statutory and
5 regulatory compliance and consistency. Any right to any such appeal is hereby irrevocably waived and
6 relinquished. Such final decision shall bind the parties and shall not require any further action of
7 enforcement or collection once docketed with the records of the Sector. In breach by any Member of
8 performance thereof, the Manager may *sua* sponte and without any notice or hearing issues a Stop
9 Fishing Order or an Order of Expulsion respecting such Member in breach.

10 The Sector shall, without limiting the foregoing rights and procedure, also have the right to enforce
11 any decision against any Member in breach by an action for specific performance, declaratory relief, *lis*
12 *pendens* or any other action in a court of law having jurisdiction of the parties, it being understood and
13 agreed that the Federal court for the District of Massachusetts and the Massachusetts Superior Court
14 for the County where the registered office of the Sector is located shall be deemed to have such
15 jurisdiction

16 19. No Collective Marketing. The Members acknowledge that the Sector has not been
17 formed or qualified as a collective marketing association. The Members therefore agree that nothing in
18 this Agreement shall be construed as permitting or obligating Members to collaborate regarding the
19 processing, marketing or sales of the product produced from catch harvested under their Harvest
20 Shares. Each Member shall conduct all sales of such catch in competition with the other Members, and
21 shall hold ex-vessel price information as confidential from other Members until such information
22 becomes public or until such price information is six months old, unless and until the Sector is properly
23 qualified under State and Federal law as a collective marketing association

24 20. Amendment and Incorporation by Reference. The Exhibits hereto and the collateral
25 documents referred to herein are and shall all be as the same may be amended from time to time. Any
26 amendments thereto or hereto which are approved by the Board shall, as a condition of further
27 membership of any Member in the Sector be deemed without any requirement of acceptance, consent
28 or execution by any such Member to have been adopted, ratified and confirmed by such Member.

EXHIBIT A: HARVESTING RULES FOR FY 2019 and FY 2020

The Members and the Participating Vessels of VI Northeast Fishery Sector, Inc, agree to be legally bound to follow the Harvesting Rules for the Fishing Year 2019 (May 1, 2019 to April 30, 2020) & Fishing Year 2020 (May 1, 2020 to April 30, 2021) as described herein, in accordance with all provisions of the Sectors Operations Plans and Agreement (herein "Agreement"), notwithstanding those rules and regulations applicable to the common pool Multispecies vessels. Members and the Participating Vessels of NEFS VI will fish in primarily in the Gulf of Maine, Inshore Georges Bank, Offshore Georges Bank, though fishing may also occur to a lesser extent in Southern New England/Mid Atlantic (SNE/MA).

1. ANNUAL CATCH ENTITLEMENT: The members agree that they will not collectively harvest more than the Sector ACE, as adjusted by transfers, for any allocated groundfish stocks. Furthermore, the members agree that once an annual ACE is reached no member will fish commercially with any fishing gear capable of catching any of the allocated groundfish stocks or other species managed under plan within the applicable area(s): except in those situations where a member is participating in an exempted fishery, or if a plan submitted by the Sector under §648.87(b)(2)(xiv) in this document has been approved by NMFS. The Sector members may resume fishing activities if additional ACE is secured through inter-sector ACE transfer. The Annual Catch Entitlement allocated by NMFS to NEFS VI for FY 2019 is identified in the table below:

Stock	Sector ACE:
GB Cod	
GB Cod East	6045
GB Cod West	85328
GOM Cod	26521
GB Haddock	
GB Haddock East	1152707
GB Haddock West	2147182
GOM Haddock	773367
GB Yellowtail Flounder	14264
SNE/MA Yellowtail Flounder	3171
CC/GOM Yellowtail Flounder	31751
Plaice	142179
Witch Flounder	106603
GB Winter Flounder	24584
GOM Winter Flounder	35701
SNE/MA Winter Flounder	14776
Redfish	1645955
White Hake	272125
Pollock	3012856

- 1 The Annual Catch Entitlement allocated by NMFS to NEFS VI for FY 2020 will be identified in **Exhibit I** of
2 this Agreement in accordance with NMFS guidance and schedule pertaining to bi-annual operation plan
3 submission.
- 4 **2. QUOTA MANAGEMENT:** Sector vessels, the dealers to which they are delivering fish and monitors
5 will use a PC based software for collecting data, reporting catch, landings and discards, and
6 reporting catch area information for logbook and stock attribution purposes. The Sector will utilize a
7 quota release program that sets forth overall sector quota (ACE) release targets by species and
8 individual member Harvest Share targets as they relate to the Sector targets. Interim and annual
9 targets will be considered in the development of the Sector’s Fishing Plan. The Sector Manager will
10 monitor the trajectories to interim and annual targets for the Sectors ACE’s as well as for the
11 individual members Harvest Shares. The Sector expects to utilize ACE Transfers to balance the
12 Sector’s ACE during the fishing year to prevent exceeding Sector ACE and to assist Members Harvest
13 Share management.
- 14 **3. RESERVE:** For each stock held by the Sector, the quota release program will utilize an initial target
15 trajectory that is not to exceed 95% of the current quota held by the Sector as adjusted by ACE
16 transfers. The Sector will utilize the previous fishing years carryover as the initial Reserve which
17 will be set aside prior to Harvest Share distribution to Members. The Sector Board will review the
18 Reserve amount during the year to determine whether the Reserve amount is sufficient on a stock
19 by stock basis. The Sector, through their Board, may modify the RESERVE holdback percentages
20 for any or all stocks held by the Sector to prevent under or over harvest of the Sector’s ACE.
21 Specifications in this section for FY 2020 will be documented in Exhibit I in accordance with NMFS
22 guidance and schedule pertaining to bi-annual operation plan submissions.
- 23 **4. SLOWING CATCH:** The quota release program will incorporate a list of thresholds for both Sector
24 ACE and member Harvest Shares, for the purposes of alerting the Sector Manager and members.
25 Thresholds to “Slow Catch”, “Initiate Trading” and “Cease Fishing” will be incorporated into the
26 Sector quota monitoring system. Members Harvest Shares are net from the Reserve. Therefore,
27 Harvest Shares trajectories will be set to the Harvest Share. Once **90%** of any Sector ACE is attained,
28 slowing mechanisms such as tiered landing limits that apply differential counting of quota or service
29 fees to each tier in excess of agreed landing limits may be utilized. When such slowing mechanisms
30 are triggered or at any time during the fishing year, the Board may direct the Sector Manager to
31 seek additional ACE through an ACE transfer with other sectors.
- 32 **5. FULL RETENTION OF LEGAL SIZED FISH:** All legal sized fish of allocated stocks harvested during the
33 fishing operations must be retained and counted against the Sector’s ACE allocation, unless
34 otherwise exempted.
- 35 **6. DAYS AT SEA:** Each participating permit and participating vessel will be allocated Days-At-Sea (DAS)
36 by the Regional Administrator. Sector Member permits will not be subject to the DAS reduction in
37 Amendment 16 for common pool vessels. Members will be required to use a DAS, as specified in

1 controlling FMPs, when conducting fishing operations that are not exempted from DAS usage, for
2 example, when fishing under a monkfish DAS.

3
4 **7. STOCK AREA DECLARATION: Prior to leaving port, sector vessels will declare one or more than one**
5 **of the four Broad Stock Areas (BSA) as identified in Amendment 16 and relating implementing**
6 **regulations.**

7 **7.1 Inshore Gulf of Maine Declaration:** For the purpose of providing the Sector and its
8 Manager with a greater understanding of the fishing patterns conducted by their
9 members, the following reporting requirements have been crafted and adopted by the
10 Sector in collaboration with all Northeast Groundfish Sectors in the region. These
11 provisions afford Sectors an administrative tool to track fishing activity west of the 70:15.
12 The implementation of the following requirements is conditioned on the adoption by all
13 Northeast Groundfish Sectors in their FY 2019 & 2020 Operations Plans. In the event this
14 provision is not adopted by all Northeast Groundfish Sectors the specifications below will
15 not be implemented by this Sector.

16 **7.1.1** For the purpose of Section 7.1 of the Harvesting Rules, the portion of BSA 1 west
17 of 70:15 to the shoreline north to the Maine Coast and South to Cape Cod would
18 be defined as **Inshore GOM**.

19 **7.1.2 When an Observer/Monitor is onboard.** The Sector Vessel may declare and fish
20 in all Broad Stock Areas, including the portion of BSA 1 defined as the Inshore
21 GOM defined in this section.

22 **7.1.3 When an Observer/Monitor is NOT onboard:**

23 **A.** If the Sector Vessels intends to fish West of the 70:15 in the area described in
24 Section 7.1.1 of these Harvesting Rules as the Inshore GOM, at any time
25 during a trip, the vessel must declare BSA 1 only and the Sector Vessel may
26 not conduct any fishing activity outside of the area defined as BSA 1 for the
27 entire trip.

28 **B.** If the vessel declares more than one Broad Stock Area on a trip, the vessel is
29 prohibited from conducting fishing activity west of the 70:15 in the area
30 described in Section 7.1.1 of Exhibit A: Harvesting Rules as the inshore GOM.

31 **C.** If the Member declares more than one BSA on the trip, the Member is
32 prohibited from conducting fishing activity West of the 70:15 in the area
33 described above as the Inshore GOM.

34 **D.** The Member must indicate acknowledgement of this restriction by
35 transmitting a Trip Start Hail, through their VMS unit or third party software,
36 and check the “b. Inshore Gulf of Maine” from the list of Sector Ops Plan
37 Provisions in the Trip Start Hail.
38

1 7.1.4 VI, Northeast Fishery Sector Board of Directors reserves the right to remove
2 and/or modify this Inshore GOM Declaration provision at any time during the FY
3 2019 or FY2020 Fishing Years.

4 7.1.5 Continuation of H.R. §7.1 in FY 2020 will be documented accordingly in Exhibit I
5

6 8. TRIP HAIL: Sector vessels will comply with any Hail requirements established by the Sector and/or
7 Agency.

8 8.1 METHOD OF TRANSMISSION HAILS: The sector vessels will be transmitting HAILS (Trip
9 Start and Trip End) electronically via the email messaging component of their VMS units.
10 All data necessary to the requirements will be sent in compressed formats to minimize
11 characters and maximize message capacity directly to the Sector's Server which will
12 collect, store, convert and relay all data elements necessary to meet various requirements.
13 The Sector will relay required HAILS (Trip State and Trip End) to NMFS, immediately upon
14 receipt. In the event that the primary system is unavailable, Sector Vessels will utilize a
15 backup system, including but not limited to, direct cell phone or radio transmission
16 between the vessel and NMFS OR a relay through the Sector Manager.

17 8.2 TRIP START HAIL: Prior to leaving port on a trip in which the catch of allocated stocks will
18 count against the Sectors ACE i.e. a sector trip, each Active Vessel must notify their Sector
19 Manager that the vessel is departing on a sector trip by completing a Trip Start Hail. The
20 Trip Start Hail ("TSH") must include:

21 8.2.1 Operator's Permit Number

22 8.2.2 Vessel Trip Report (VTR) serial number

23 8.2.3 Whether an Observer (NEFOP) or At-Sea Monitor (ASM) is onboard

24 8.2.4 Usage of specific sector exemptions which require identification in the TSH

25 8.2.5 Usage of specific sector plan provisions which require identification in the TSH

26 8.2.6 Landing Port City

27 8.2.7 Landing State (abbreviation)

28 8.2.8 Estimated time and date of arrival in port

29 8.2.9 Estimated time and date of offloading (required **only** for trips less than 6 hours in
30 duration **or** if fishing within 6 hours of the offload port)

31 8.2.10 Any comments as directed by the Sector Manager or NMFS Regional
32 Administrator

33
34 8.3 TSH FOR TRIPS LESS THAN SIX HOURS OR OCCURRING WITHIN SIX HOURS OF PORT: For
35 trips less than six hours in length or occurring within six hours of port, the estimated
36 time of arrival to port, offload location and estimated offload time will be provided in
37 the Trip Start Hail (TSH). The Trip End Hail (TEH) will be sent upon completion of the last
38 tow with required updated information. An alternative timing for the TEH may be
39 implemented during FY 2019 or 2020 if agreed upon by the Sector, and NMFS.

- 1 **8.4** TSH FOR TRIPS LESS THAN SIX HOURS OR OCCURRING WITHIN SIX HOURS OF PORT: For
2 trips less than six hours in length or occurring within six hours of port, the estimated
3 time of arrival to port, offload location and estimated offload time will be provided in
4 the Trip Start Hail (TSH). The Trip End Hail (TEH) will be sent upon completion of the last
5 tow with required updated information. An alternative timing for the TEH may be
6 implemented during FY 2019 or 2020 if agreed upon by the Sector, and NMFS.
- 7 **8.5** TRIP END HAIL: The trip-end hail report must be submitted at least 6 hours in advance of
8 landing for all trips at least 6 hours in duration or occurring more than 6 hours from port.
9 For shorter trips, the trip-end hail reports must be submitted within sufficient in
10 consultation with NMFS Office of Law Enforcement. An alternative timing for the trip
11 end hail may be implemented during FY 2019 or 2020 if agreed upon by the sector, the
12 monitoring provider, and NMFS. The trip end hail must include the following:
- 13 **8.5.1** Operator’s Permit Number
14 **8.5.2** Vessel Trip Report (VTR) serial number
15 **8.5.3** First landing port city
16 **8.5.4** First landing State (abbreviation)
17 **8.5.5** Dealer/Offload Location
18 **8.5.6** Estimated time and date of arrival
19 **8.5.7** Estimated time and date of offload
20 **8.5.8** Second offload port city
21 **8.5.9** Second offload State (Abbreviation)
22 **8.5.10** Total Groundfish Kept in pounds
23 **8.5.11** Total non-Groundfish kept in pounds
24 **8.5.12** Any comments as directed by the Sector Manager or NMFS Regional
25 Administrator
- 26
- 27 **9.** VESSELS FISHING MULTIPLE STOCK AREAS: If a vessel declares into multiple stock areas the vessel
28 will complete a catch report each time the vessel changes areas.
- 29
- 30 **10. FISHING IN US/CA AREAS:** When fishing in the US/CA area, a sector vessel that fishes in more than
31 one US/CA area or more than one of the four stock areas will complete a catch report each time the
32 vessel changes areas. Sector vessels will track their Eastern US/CA sub-ACE for Cod and Haddock
33 separately while fishing in the Eastern Area. Sector vessels may fish in all US/CA areas as well as
34 Open areas in the same trip. In addition to VMS declaration requirements, the vessel will declare
35 the stock areas (of the Four A16 reporting areas) intended to be fished prior to starting a trip.
36
- 37 **11. CLOSED AREAS:** Participating vessels may fish in closed areas to the extent authorized by NMFS.
38

1 **12. CATCH REPORTS:** All Active Member vessels fishing groundfish will be required to submit complete
2 catch records to the Sector Manager electronically via VMS email or other electronic means prior to
3 entering port to end a trip. Catch reports will include, at a minimum, all data elements of a fully
4 compliant VTR logbook record/s. The Sector Manager may modify, at his/her discretion, the
5 frequency of reporting transmissions to meet programmatic needs, such as, but not limited to,
6 participation in a SAP, or internal quota management requirements. In the event a Member vessel is
7 unable to submit his catch records electronically, the Member, will have no more than twenty-four
8 (24) hours to provide such reports to the Sector Manager, upon completion of vessel offload.
9

10 **13. VESSEL LOGBOOKS (VTRs/e-VTR):** All sector members will comply with applicable reporting
11 requirements including submission of Vessel Trip Reports (VTRs). If Electronic Vessel Trip Reports
12 (e-VTRs) are approved by the Regional Administrator, Sector Members will submit e-VTRs in the
13 format required by NERO. Sector Members will execute all documents necessary to meet legal
14 requirements for the purpose of facilitating e-VTR service.

15
16 **14. WEEKLY/DAILY REPORTS:** The Sector Manager, or his/her designated representative, will submit
17 weekly or daily Sector Reports of all landings and discards by sector vessels, to NMFS. The Sector will
18 submit required reports, using the format and procedures prescribed by NMFS. The reports
19 required by NMFS are the *Sector Manager ACE Status Report, Sector Manager Detailed Report, and*
20 *Sector Manager Trip Issue Report* as codified in §648.87(b)(1)(vi)(B). Specifically, the *Sector Manager*
21 *Detailed Report* provides information down to the sub-trip level about each sector trip for a given
22 week, regardless of completeness of the data. The information includes stock, gear, mesh
23 categories, landing amounts, discards and total catch. The *Sector Manager Trip Issue Report*
24 provides information about the sector trips for a given week that have enforcement or other issues.
25 The *Trip Issue Report* allows the sector to briefly describe to NMFS any enforcement or reporting
26 compliance issues, violations of the Sectors operations plan and regulation, and general problems
27 with monitoring or sector operations during the reporting period. One *Trip Issue Report* is
28 submitted per reporting period. The *Sector Manager ACE Status Report* documents the ACE status
29 calculations, which allows NMFS to cross check totals as stipulated in Amendment 16. In the event
30 that the Sector triggers daily reporting for a specific allocated stock, the *Sector Manager Daily ACE*
31 *Status will* provide the mean for a sector manager to report their Sectors ACE status calculations on
32 a daily basis if the “trigger point” i.e. thresholds specified in 14.1 have been reached during the
33 current Fishing Year. These reports are cumulative in nature from the start of the fishing year until
34 the current reporting week and are adjusted retroactively as data becomes available or issues
35 documented in JIRA are resolved. JIRA is an issue tracking application implemented by NMFS, which
36 should be used to report all data quality issues to the appropriate people for research and
37 correction process.
38

1 **14.1 REPORTING THRESHOLDS THAT TRIGGER DAILY REPORTING:** The reporting frequency for
2 the sector manager’s ACE Status Report will be increased to daily when 90% of any of the
3 sector’s ACEs is reached. The Sector Manager, or a designated representative, must notify
4 NMFS immediately by email if the threshold that triggers daily reporting has been
5 reached. During the period when a sector has reached or exceeded 90% of any of its ACEs,
6 daily ACE Status and Detailed Reports must be submitted only on a day when a member
7 vessel lands, or when the sector engages in an ACE transfer of a stock that is exceeding the
8 90% threshold.

9
10 An alternative threshold for triggering daily reporting may be implemented during FY 2019
11 or FY 2020 if agreed upon by the sector and NMFS.

12
13 **14.2 ENFORCEMENT ISSUES:** The Members acknowledge that the Sector Manager *must* include
14 any enforcement or reporting compliance issues, including violations of Operations Plan
15 (excluding those sections identified as administrative provisions in this document as
16 identified in **Exhibit F**); violations of regulations, or general problems with monitoring or
17 sectors operations in their *Trip Issue Report* which is submitted to NMFS weekly.

18
19 **15. ANNUAL REPORT:** Within sixty (60) days of the end of the fishing year the Sector Manager will
20 submit an annual report to NMFS that summarizes: fishing activities of Members, including harvest
21 levels of all species by sector vessels (landings and discards by gear types); enforcement actions; and
22 any other relevant information required to evaluate the performance of the Sector. The actual date
23 of submission will be specified by NMFS, which has been previously based in part on completeness
24 of various data sets including but not limited to final reconciliation of ACE usage and availability of
25 final fishing year data generated by NMFS. In addition, the Annual Report will report the number of
26 sector vessels that fished for regulated groundfish and their permit numbers (when such disclosure
27 does not violate protection of confidentiality); number of vessels that fished for other species;
28 method used to estimate discards; landing port used by sector vessels while landing groundfish; and
29 any other additional information requested by the Regional Administrator for inclusion in the
30 Annual Report. The Sector will submit required reports using the format and procedures prescribed
31 by NMFS.

32
33 **16. STOCK ATTRIBUTION:** The Sector Manager will utilize landings information from each trip and apply
34 logbook area information to calculate stock attribution ratios for all applicable species.

35
36 **17. DISCARD RATES AND IN-SEASON DISCARD ESTIMATES:** The Sector manager (or his/her designated
37 representative) will derive stock specific discards for each trip. If the trip is observed by either an at-
38 sea monitor or a Northeast Fisheries Observer Program (NEFOP) observer, discards will be derived
39 based on data collected during that trip and will account for all hauls (observed and unobserved) on
40 that trip. If the trip is not observed, discards will be derived using the NMFS-provided discard rate

1 resulting from the NMFS method to estimate 'in-season' discard rates, which may not include data
2 from research trips or sector trips using certain exemptions.

3
4 **18. RESERVED FOR FUTURE USE:**

5
6 **19. DATA MANAGEMENT:** The sector vessels will be transmitting catch data electronically via the email
7 messaging component of their VMS units. All data necessary for sector ACE management, including
8 all elements of VTR logbook and daily / weekly reporting requirements will be sent in compressed
9 formats to minimize characters and maximize message capacity. Notwithstanding reporting
10 requirements that cannot be altered by a sectors operations plan, the Sector's server will be
11 capable of collecting, storing, converting and relay all data elements necessary to meet all reporting
12 requirements in the formats required by the recipients
13

14 The Sector, acting through its Manager, will maintain database(s) of vessel trip reports (VTR), dealer,
15 At-Sea (ASM), and NEFOP Observer reports. In addition, the Sector will maintain any other database
16 it determines necessary for its operations. NMFS will maintain a NEFOP/ASM database and will
17 provide the Sector with data from NEFOP and the ASM program.

18
19 **20. PROOF OF SECTOR MEMBERSHIP:** Upon approval of the Sector, each sector vessel will be issued a
20 Letter of Authorization ("LOA"), which will specify the exemptions that have been approved for the
21 Sector. Each Member agrees that its sector vessels **must** comply with all requirements stipulated in
22 the LOA and all applicable federal regulations and laws not specifically exempted in the LOA.
23

24 Furthermore, Member agrees that its sector vessels shall maintain the LOA, and a copy of the Sector
25 Agreement and Harvesting Rules on-board at all times while fishing on a 'sector-trip'.
26

27 **21. SECTOR SPECIFIC EXEMPTIONS:** As referenced in §4.0 of this Agreement all Sectors are granted the
28 following **Universal Exemptions**.

29 **21.1** Exemption from groundfish DAS requirements, including DAS reductions, differential
30 groundfish DAS counting, the 3/15 rule for gillnets, and 24-hour DAS counting.

31 **21.2** Exemption from trip limits on stocks for which a sector receives an allocation, except for
32 the following:

- 33 • Halibut: Trip limit would continue to be one fish per trip
- 34 • No vessel, whether in the Common Pool or in any sector, would be allowed to
35 possess any windowpane flounder (both stocks), ocean pout, or wolffish on board at
36 any time. When caught, these species must be discarded.
37

- 1 **21.3** Exemption from additional mortality controls adopted by Amendment 16, including
2 additional seasonal or year-round closures, gear requirements, DAS reductions,
3 differential DAS counting, and/or restricted gear areas.
- 4 **21.4** The Gulf of Maine Cod Protection Closures IV and V
- 5 **21.5** Exemption from the requirement to use 6.5-inch mesh in the codend in haddock separator
6 trawl/Ruhle trawl when targeting haddock in the Georges Bank Regulated Mesh Area to
7 use 6-inch mesh in the codend.
- 8 **21.1** Exemption from all or a portion of ASM coverage if the vessel is fishing with extra-large
9 mesh gillnets (10-inch or greater mesh) exclusively in Inshore GB or SNE.

10
11 **In addition to the Universal Exemptions granted to all Sectors, as referenced above and in §4.0**
12 **of this Agreement, Members agree to abide by the following obligations as specified and**
13 **authorized in their LOA, in order to utilize these Sector Specific Exemptions. Furthermore,**
14 **Members acknowledge that specific details pertaining to certain exemptions are located in**
15 **Exhibit B as required by NMFS:**

- 16
17 **21.2 20 Day Spawning Block:**
- 18 **21.3 DAS Leasing Program Length and Horsepower Restrictions**
- 19 **21.4 Trawl Gear Requirements in the Eastern US/CA Management Area**
- 20 **21.5 Requirement to declare intent to fish in the Eastern US/CA SAP and CA II YT/Haddock**
21 **SAP from the dock**
- 22 **21.6 Seasonal Restrictions for the Eastern US/CA Haddock Sap**
- 23 **21.7 Seasonal Restrictions for the CA II YT/Haddock SAP**
- 24 **21.8 Minimum Mesh Size Requirements for Targeted Redfish Trips**

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30 **22. MONITORING.** The Sector is proposing their preferred At-Sea Monitoring (ASM) Program for
31 consideration by NMFS in Exhibit J Section 1. It is the Sectors hope that the Agency will work
32 collaboratively with the Sector over the fall and winter to resolve any and all concerns the Agency
33 may have with this program. In the event that the Sectors designed ASM program is not approved
34 by NMFS the Sector will use the NMFS designed ASM Program as documented in **Exhibit J Section 2.**
35 Where appropriate, documentation of fulfillment of this criterion for FY 2020 will be located in
36 **Exhibit I** of this Agreement and will be furnished by the Sector in accordance with NMFS guidance
37 and schedule pertaining to bi-annual operation plan submission.

- 38 **22.1 USE OF MONITORING SERVICES.** The Members acknowledge that for the Sector to
39 function efficiently, it is essential that the Active Members conduct their fishing operations
40 such that at-sea monitoring service costs are kept as low as commercially practical amount.

1 The Active Members therefore agree to provide accurate landing time projections, to make
2 landings expeditiously, and to choose landing locations based in part on the efficiency and
3 responsiveness of the buyer receiving catch harvested under the Sector’s ACE. Active
4 Members who fail to comply with the provision of this Section may be assessed the excess
5 cost of monitoring resulting from their failure to do so. Furthermore, the Sector BOD may
6 opt from time to time to modify provisions such as authorized landing ports in order to
7 ensure that the cost associated with these required programs do not become cost
8 prohibitive.

9 **22.2 COVERAGE RATES:** NEFS VI will deploy at-sea monitors in a way to achieve coverage of
10 31% of trips that is random and representative of the fishing activities of the sector. **The**
11 **coverage rate for FY 2019 has not been specified by NMFS at the time of this submission.**
12 A monitored trip must be a sector trip, including those taken in which a NE multispecies
13 day-at-sea is used to target other species such as monkfish or skates, unless exempted by
14 NMFS.

15 **22.3 ADDITIONAL COVERAGE:** In addition to ensuring that the coverage rates specified by
16 NMFS are meet by the ASM program the Sector may from time to time opt to have
17 additional coverage in order to fully utilize specific approved exemptions or to address
18 specific needs of the Sector.

19 **22.4 AT-SEA MONITORING PROVIDER:** The Sector will contract with one or more of the
20 companies approved by NMFS to provide At-Sea Monitoring and will notify NMFS of its
21 selection no later than May 1, 2019 via electronic mail or written mail. If a vendor in which
22 the Sector has a contractual arrangement with is decertified during the fishing year, the
23 Sector will negotiate a new contractual arrangement with another certified vendor(s) and
24 notify NMFS of these new agreements.

25 **23. AT SEA MONITORING PROGRAM GOALS AND OBJECTIVES:** The Sector acknowledges that they have
26 been informed that the current goals and objectives of At-Sea Monitoring (“ASM”) as codified by
27 NMFS in 50 C.F.R 648.11(1) are:

Goal	Objectives
Improving Documentation of Catch	<ul style="list-style-type: none"> • Determine total catch and effort (for all sectors and the common pool) as accurately as possible. Leads to better understanding of how well the target or regulated species are faring. • Determine how much observer coverage is needed in order to minimize effects of potential "monitoring bias." • Maintain monitoring program flexibility in order to improve fleet viability.
Reducing Monitoring Costs	<ul style="list-style-type: none"> • Streamline data management operations and eliminate redundancies. • Explore options for cost-sharing with and deferment of cost to industry • Recognize the opportunity costs of insufficient monitoring.
Reducing Discards	<ul style="list-style-type: none"> • Determine discard rate by using the smallest possible strata while simultaneously maintaining cost-effectiveness. • Collect information by gear type in order to accurately calculate discard rates.
Getting More Data Sources to Better Assess Stocks	<ul style="list-style-type: none"> • Reduce management and/or biological uncertainty. • Perform biological sampling. That is, perform sampling if it can be used to improve the accuracy of mortality or recruitment calculations.
Improving Safety of Monitoring Program	<ul style="list-style-type: none"> • Improve the safety of the ASM program as necessary.
Performing Periodic Review Of Monitoring Program to Assess Effectiveness	<ul style="list-style-type: none"> • Periodically review the performance of the ASM program to ensure it is meeting these goals and objectives.

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24. SECTOR AT-SEA MONITORING PROGRAM: The Sector plans on working collaboratively with certified At-Sea Monitoring Provider(s) ("Provider") to ensure that implementation of the at-sea monitoring program adheres to applicable NMFS requirements, as well as any internal needs that the Sector deems necessary. Specific details of the Sector's proposed At-Sea Monitoring Program are located in **Exhibit J Section 1.**

24.1 In the event the Sectors proposed ASM Program is denied by NMFS the Sector will used the NOAA Fisheries designed ASM program as specified in **Exhibit J Section 2.**

25. RESERVED FOR FUTURE USE:

26. OFFLOADING PORTS: The following list represents those ports where sector vessels are authorized to offload. Additionally, sector vessels are authorized to land fish to trucks within these same locations.

Primary Port(s) of Landing	Secondary Ports of Landing
Massachusetts: Boston, Gloucester, New Bedford, Beverly	Massachusetts: Hyannis, Nantucket, Chatham, Provincetown, Barnstable (County), Chatham, New Hampshire: Portsmouth, Rye, Newington Maine: Portland, Rockland, Stonington, Vinalhaven Rhode Island: Newport, Point Judith New Jersey: Atlantic City, Barnegat Light, Cape May, Point Pleasant, Belford New York: Hampton Bay (Shinnecock), Montauk North Carolina: Beaufort, Wanchese

1

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

10 **28. SECTOR UNDERSTANDING AND ACKNOWLEDGMENTS:** Sector Members understand and
 11 acknowledge that the following provisions have been interpreted by NMFS as applicable to all
 12 operating sectors. Sector Members acknowledge this applicability and where appropriate utilize
 13 these universal interpretations within their sector management and operations:

14 **28.1 INTRA-SECTOR DAYS AT SEA (DAS) LEASING:** Days at Sea may be leased intra-sector
 15 (between members) within the guidelines and procedures contained in the FMP and as
 16 amended by Amendment 16. The Sector would accept any future relief in the length and
 17 horsepower constraints of the program that may be authorized by the RA in the future.

18 **28.2 INTER-SECTOR DAYS AT SEA (DAS) LEASING:** Members who wish to lease Days-at-Sea
 19 (DAS) outside of the Sector are authorized under this provision to do so, only with
 20 Members of other Sectors whom are similarly exempt. Members acknowledge that such
 21 DAS leasing would not be exempted from existing length and horsepower constraints as
 22 currently contained in applicable regulations.

1 **28.3** PAPER VTR: Members acknowledge that they are bound to all applicable reporting
2 requirements. Sector vessels shall continue using paper VTRs for FY 2019 & 2020, as
3 required by regulations. However, electronic vessel trip reporting (e-VTR) systems for
4 transmission and submission of required VTR reports have been authorized by the
5 Regional Administrator using a phased implementation process. The Sector and its
6 Members may utilize e-VTR in accordance with the phased implementation process.

7 **28.4** ADDITIONAL EXEMPTIONS: Members note that NMFS is generating one Environmental
8 Assessment for all sectors seeking authorization for Fishing Year 2019 & 2020, and that
9 NMFS communication has stated that if an exemption is approved for one Sector, all other
10 authorized Sectors can be similarly approved for that specific exemption based on the
11 terms and conditions of the originally requesting sector. In light of this understanding,
12 NEFS VI will request authorization for such exemptions it deems beneficial for its
13 operations, prior to the publication of the final authorizing rule.

14 **28.4.1** Furthermore, NMFS has indicated that Sectors will be afforded the opportunity
15 to request additional exemptions for the 2nd year of operations i.e. FY 2020 in
16 accordance with a supplemental schedule to be established by NMFS.

17 **29. MODIFICATION OF HARVESTING RULES**: Members acknowledge that from time to time, the Sector
18 Manager in collaboration with Board of Directors, and at times Membership, may adopt additional
19 requirements or restrictions on the internal reporting requirements or fishing activities of all
20 members in order to ensure effective utilization and management of the Sector's ACE. These
21 modifications may include, but are not limited to, additional notification of planned fishing activity
22 to the Manager, additional internal reporting requirements, gear requirements, and restrictions on
23 locations where fishing may occur during specific times of the year or with specific gear. When such
24 modifications are implemented, all Members will be notified in writing.

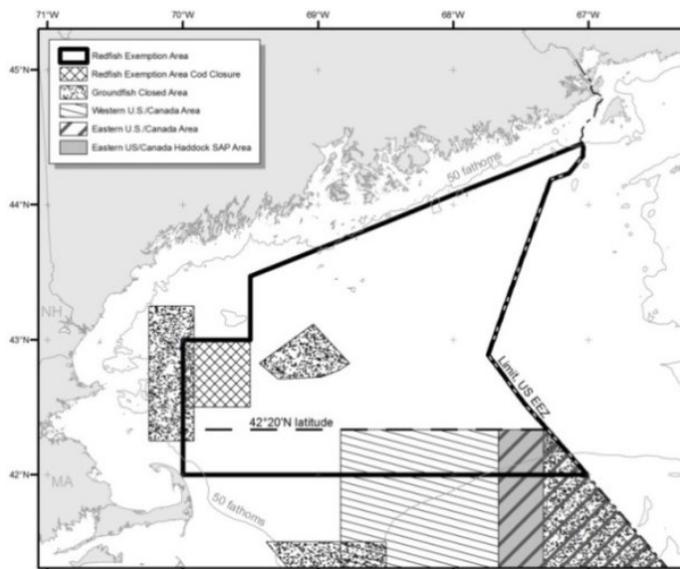
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1 **Exhibit B: Additional Details Regarding Specific Approved Sector Exemptions**

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4 **Exemption from the 6.5-inch mesh size for directed redfish trips:**

5
6
7 This exemption allows a sector vessel to fish for Acadian redfish in the designated Redfish
8 Exemption Area, described below, using nets with codend mesh no smaller than 5.5 inches.
9 When fishing inside the Redfish Exemption Area all other restrictions applicable to trawl nets
10 still apply. In order to use this exemption, a vessel must strictly adhere to the following
11 conditions and restrictions:

- 12
- 13 1. The vessel must declare its trip in PTNS under standard requirements, there is no
14 additional at-sea monitoring coverage required above the target coverage level for the
15 sectors (i.e., ~30% in fishing year 2019).
16
 - 17 2. Prior to leaving the dock, the vessel must declare its intent to use the redfish exemption
18 on the trip through the VMS trip start hail by checking the box “Redfish Trip” under
19 sector exemptions.
20
 - 21 3. The vessel must submit a Multispecies Catch Report through its VMS system, each day
22 for the **entire trip**, including Parts 1 and 2 of the trip as described below, even if the
23 vessel has declared the exemption, but does not target redfish. The vessel must submit
24 Multispecies Catch Reports through VMS in 24-hr intervals for each day of the fishing
25 trip. The report must be submitted by 0900 hr (9:00 a.m.) on the date following the date
26 the fish were caught. The report must provide a good faith estimate of the amount each
27 regulated species caught on each day of the trip.
28
 - 29 4. In accordance with the restriction stated herein, the vessel may use a codend with 5.5-
30 inch mesh and greater within the Redfish Exemption Area. The northern boundary
31 ensures that the exemption is used in deeper water (i.e., greater than 50 fathoms).
32 Vessels cannot use the exemption in the “cod closure” (block 131) during February and
33 March.
34



The Redfish Exemption Area is bounded on the east by the U.S.-Canada Maritime Boundary, and bounded on the north, west, and south by the following coordinates, connected by straight lines in the order listed:

Point	N. Lat.	W. Long.
A	44°27.25'	67°02.75'
B	44°16.25'	67°30.00'
C	44°04.50'	68°00.00'
D	43°52.25'	68°30.00'
E	43°40.25'	69°00.00'
F	43°28.25'	69°30.00'
G	43°00.00'	69°30.00'
H	43°00.00'	70°00.00'
I	42°00.00'	70°00.00'
J	42°00.00'	67°00.63' ¹

¹The intersection of 42°00' N. latitude and the U.S.-Canada Maritime Boundary, approximate longitude in parentheses.

Due to concerns about GOM cod, block 131 is closed for February and March. The area is bounded on the east, north, west, and south by the following coordinates, connected by straight lines in the order listed:

Point	N. Lat.	W. Long.
G	43°00.00'	69°30.00'
H	43°00.00'	70°00.00'
K	42°30.00'	70°00.00'
L	42°30.00'	69°30.00'
G	43°00.00'	69°30.00'

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

Part 1 of Redfish Exemption Trip

- When a vessel declares a “Redfish Trip” via VMS, it may fish outside the Redfish Exemption Area during Part 1 of the Redfish Exemption Trip in accordance with otherwise applicable regulations and sector exemptions. However, fishing outside of the Redfish Exemption Area first is optional. A vessel may choose to immediately transit to the Redfish Exemption Area and begin fishing.
- Any catch thresholds do not apply for Part 1 of the trip.

Part 2 of Redfish Exemption Trip: Switching Codends

- When the vessel plans to target redfish, it must travel to the Redfish Exemption Area. Once the vessel is in the Redfish Exemption Area, immediately before switching codends, it must send a Multispecies Catch Report via VMS. This report is in addition to

Exhibit B

1 the daily Multispecies Catch Reports that are required when utilizing this exemption.
2 The Multispecies Catch Report a vessel must send before switching codends must
3 provide a good faith estimate of all fish caught by the vessel that day between 12:01 AM
4 and the time of the report and must fill out Step 5 indicating that it intends to use the
5 exemption immediately after sending the report. After the vessel is in the Redfish
6 Exemption Area and submits the required catch report, it may retrieve the 5.5-inch mesh
7 codend from below deck and begin using it. The vessel may use a 5.5-inch mesh codend
8 (or greater) for the remainder of the trip in Redfish Exemption Area.
9

10 9. Once a vessel sends the Multispecies Catch Report via VMS indicating that it is
11 switching to the smaller mesh codend (Step 5), it is prohibited from fishing outside the
12 Redfish Exemption Area.
13

14 10. The vessel must submit a final Multispecies Catch Report, in addition to other required
15 Multispecies Catch Reports, and a Trip End Hail via VMS once it stops fishing and
16 begins its return to port.
17
18

19 **Summary Of All Redfish Exemption Trip Reporting Requirements**

20

- 21 1. Submit a trip start hail declaring a redfish trip
- 22 2. Submit VTRs when switching chart area, gear, and/or mesh size.
- 23 3. Submit daily catch reports of all kept fish by 9 AM the following day.
- 24 4. Send a catch report of all kept fish since 12:01 AM of that day, with Step 5 completed.
- 25 5. Submit a final catch report and Trip End Hail at the end of the trip.
26

27 **Monitoring Catch Thresholds**

28

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

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Exhibit C: Sector Membership Fishing Year 2019 (May 1, 2019 to April 30, 2020)

SECTOR MEMBERS: The following table identifies The NEFS VI Members:

MRI	Vessel Permit No	Owner/Entity
1833	222163	Richard A Birarelli
918	149581	Sea Gold Fisheries Inc.
580	310394	Padre Pio Fishing LLC
342	149690	Courier Fishing Inc.
610	320378	American Pride Fishing LLC
713	330792	America Fishing Corp
1540	149792	Palombo Fishing Corp.
3935	320780	Palombo Fishing Corp.
854		Walsh Seafood Product Inc.
506	330851	Michael Walsh
507		Michael Walsh
560		Michael Walsh
623	310337	Michael Walsh
850		Michael Walsh
1999		Michael Walsh
919		KDL Fisheries
632	330638	Integrity Fishing Corporation
447		Integrity Fishing Corporation
1199		Integrity Fishing Corporation
1750	251683	Andrew Walsh
1849	430012	TREMONT FISHERIES LLC
316		Mike Walsh
421		KDL Fisheries Inc
965		America Fishing Corp

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ACTIVE MEMBERS: The following table identifies the Vessels that are authorized to harvest Sector ACE:

Vessel Permit No	Vessel Name	Vessel Reg No
310394	PADRE PIO	632107
320378	AMERICAN PRIDE	600545
330792	AMERICA	1121393

Vessel Permit No	Vessel Name	Vessel Reg No
310337	ATLANTIC PRINCE	610005
330638	GUARDIAN	927059
251683	TRADITION	909375
330851	Boomer Too	1034845
430012	Tremont	529154
410369	Olympia	684123
310421	Flight 1	648425

**EXHIBIT D: Sector Member and Vessel Permits Amendment 16 Disclosure Requirements Fishing Year
2019 (May 1, 2019 to April 30, 2020)**

Courier Fishing Inc	149690	342	SHS 1

Additional Information on federal permits associated with Sector Vessels and Sector Members:

Details To be provided with TBD Roster Submission

[INSERT TABLE]

Owner/Entity	Permit Number	BLUEFISH - COMMERCIAL	BLACK SEA BASS - COMMERCIAL	SPINY DOGFISH	SUMMER FLOUNDER	INCIDENTAL HMS SQUID	HERRING	GENERAL CATEGORY SCALLOP	AMERICAN LOBSTER	MONKFISH	NORTHEAST MULTI-SPECIES	OCEAN QUAHOG	ATLANTIC DEEP SEA RED CRAB	SCALLOP - LIMITED ACCESS	SCUP	SURF CLAM	SKATE	LONG FIN SQUID	SQUID/MACKEREL/BUTTERFISH	SQUID/BUTTERFISH	INCIDENTAL	ATLANTIC MACKEREL	BUTTER FISH	TILEFISH
Michael Walsh	147979	1		1	1		D		1	D	A		A											1
American Pride Fishing LLC		1		1			D		1	E	A		A				1							1
Palomb	14	1		1			D		A3	E	A		A				1							1

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Michael Walsh	149914													
Integrity Fishing Corp.	150353													
Andrew Walsh	150747													
KDL Inc.	150923													
KDL Inc.	150930													
Richard Birarelli	222163				OFFSHORE LOBSTER-NON TRAP									
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Sea Gold Fisher ies LLC.	CP H															

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EXHIBIT E: Penalty Schedule

NEFS VI Penalty Schedule			
VIOLATION REGARDING REPORTING, DOCUMENTATION REQUIREMENTS:			
VIOLATION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
All violations including but not limited to: providing false statements or supporting documentation on applications or reports to the Sector; late reporting or non-reporting; unreasonable interference with onboard data collectors; failing to participate in Sector Catch Monitoring Programs; (technical and minor violations may result in a letter of warning).	Written Warning or up to \$5000.00	Written Warning and up to \$7,500.00.	Written Warning and up to \$10,000.00 and/or stop fishing order.
VIOLATION REGARDING EXEMPTION PERMIT REQUIREMENTS			
All violations including but not limited to: failure to comply with a permit condition/restriction/letter of authorization issued to Sector Vessels by the Regional Administrator; or failure to comply with VMS/DAS requirements. (Technical and minor violations may result in a letter of warning).	Written Warning or up to \$10,000.00	Written Warning and \$10,000.00-\$50,000.00.	Written Warning and up to \$100,000.00 and/or stop fishing order.
VIOLATION REGARDING TIME/AREA/GEAR RESTRICTIONS			
All violations including but not limited to: exemption areas, closed fisheries, closed season, restricted gear/management areas. (Technical and minor violations may result in a letter of warning).	Written Warning or up to \$20,000.00	Written Warning and \$20,000.00-\$50,000.00.	Written Warning and up to \$100,000.00 and/or expulsion.
VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK			
All violations including but not limited to a violation of a stop fishing order, fishing in a closed area, transfer of fish from non-sector vessel to a sector vessel, transfer of fish from sector vessel to a non-sector vessel; subverting the reporting requirements or any other action so egregious that it would severely jeopardize the Sectors existing and future authorization(s).	Written Warning and up to \$50,000.00 or stop fishing order.	Stop fishing order or Expulsion.	Expulsion.
VIOLATIONS REGARDING THE SECTOR'S AT-SEA MONITORING PROGRAM			
NOTE: AN INDIVIDUAL MEMBER FOUND TO HAVE COMMITTED AN ASM VIOLATION, WILL CONTINUE TO HAVE ANY PENALTIES AS IDENTIFIED BELOW ASSOCIATED WITH SAID ASM VIOLATIONS APPLIED REGARDLESS OF WHETHER OR NOT SOME OR ALL OF THE			

SECTORS ASM COSTS ARE COVERED BY NMFS.			
All violations including but not limited to a violation by a Member/Vessel that fails to comply with the ASM cancellation policy established by the Sector with the ASM Provider(s); subverting vessel selection with No Call/No Show Activity; ASM refusal.	Written Warning and payment of any associated costs.	Written Warning and Double the payment of any associated costs.	Stop Fishing order for the Vessel for one month.
All violations including by not limited to: unreasonable interference with onboard data collectors (NEFOP, ASM); failing to participate in Sector Catch Monitoring Programs (note: technical and minor violations associated with sector catch monitoring programs may result in a letter of warning)	Written Warning and payment of any associated costs. The Captain and the Owner must meet with Enforcement Board to discuss said violation.	Written final warning. Double the payment of any associated costs. The Captain and the Owner must meet with the Enforcement Board to discuss said violation.	Stop Fishing Order for the Vessel for the remainder of the year.
All violations associated with failure to pay ASM fee in a timely manner as invoiced by the Sector.	Written request for payment from the Board of Directors.	Written request for payment from the Enforcement Board and a 5% surcharge will be added to the total owed.	Confiscate sufficient quota from the member to cover outstanding balance including any surcharges.

1 **Exhibit F: Administrative Provisions Addendum:**

2 Notwithstanding regulatory authority granted in other regulations the following provisions represent
3 those sections of **NEFS VI** Agreement and related Exhibits & Addendums that are Administrative in
4 nature and therefore not subject to enforcement by the National Marine Fisheries Service, as required
5 to be specified by sector regulations 50 CFR 648.87(b)(2)(x).

6 **SECTOR OPERATIONS PLAN AND AGREEMENT**

7 1. Sector Name.

8 2. Sector Eligibility and Membership.

9 4. Sector Allocation and Exemptions.

10 5. Distribution of Sector ACE.

11 6. Sector Manager and Registered Agent.

12 6.1 Communication with Sector.

13 7. Consolidation Plan.

14 7.1 Harvest Share Reserve.

15 7.2 Harvest Share Use. Section 7.2 is administrative except to the extent that it applies to the
16 Sector managers ability to impose and utilize legal means to recover Liquefied damages as
17 authorized in section §10.10 of this agreement, in which case NMFS enforcement procedures
18 may apply.

19 7.2.1 Non-Active Members. Section 7.2.1 is administrative except to the extent that it
20 applies to the Sector managers' ability to impose and utilize legal means to recover damages as
21 authorized in section §10.10 of this agreement, in which case NMFS enforcement procedures
22 may apply.

23 7.3 Harvest Share Transfer.

24 7.4 Harvesting Rules and Fishing Plan. Section 7.4 is administrative except to the extent that it
25 applies to Harvesting Rules Sections 1, 5, 6, 8, 11, 16, and 17, which are enforceable and
26 therefore not considered administrative under this section. This section is also administrative

- 1 except to the extent that it applies to Harvesting Rules Section 7 Stock Area Declaration. Sub-
2 Section 7.1 is administrative in nature.
- 3 7.5 Re-direction of Effort.
- 4 7.6 Sector Vessel Interactions with Allocated Species in Non-Amendment 16 Fisheries.
- 5 7.7 Consolidation and Redistribution of ACE:
- 6 8. Release of Catch Data.
- 7 9. Catch Monitoring and Reporting. Section 9 is administrative except to the extent that it applies to
8 Harvesting Rules Sections 13, 14, and 15, which are enforceable and therefore not considered
9 administrative under this section.
- 10 10. Breach and Remedies for Breach.
- 11 10.1 Liquidated Damages Schedule and Schedule Amendments.
- 12 10.2 Enforcement Committee.
- 13 10.3 Liquidated Damages Base Value and Multiplier Adoption.
- 14 10.4 Liquidated Damages Calculation.
- 15 10.5 Notice to Vessel Masters; Assumption of Liability.
- 16 10.6 Liquidated Damages Security.
- 17 10.7 Manager Action in Response to Apparent Breach.
- 18 10.8 Member Appeals.
- 19 10.9 Voluntary Compliance.
- 20 10.11 Consequential Damages for Gross Negligence or Willful Misconduct.
- 21 10.12 Distribution of Damages.
- 22 11. Joint Liability and Indemnification.

- 1 12. Membership Termination
- 2 15. Permit Transfer/Sale.
- 3 16. Release and Waiver of All Claims against Sector Manager; Indemnification and Hold Harmless.
- 4 17. Sector Membership Fees.
- 5 18. Binding Arbitration.
- 6 19. No Collective Marketing.
- 7 20. Amendment and Incorporation by Reference.

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EXHIBIT A - HARVESTING RULES

10 2. QUOTA MANAGEMENT:

11 3. RESERVE:

12 4. SLOWING CATCH:

13 7.1 INSHORE GULF OF MAINE DECLARATION

14 12. CATCH REPORTS:

15 18. RESERVED FOR FUTURE USE:

16 19. DATA MANAGEMENT:

17 22. MONITORING: In the event that ASM is funded by NMFS, any additional coverage funded by the
18 Sector, above that which is funded and managed by NMFS, will be administrative, except in those
19 specific situations where NMFS enforcement would apply.

20 22.1 USE OF MONITORING SERVICES:

21 22.3 ADDITIONAL COVERAGE

22 23. AT SEA MONITORING PROGRAM GOALS AND OBJECTIVES

23 25. RESERVED FOR FUTURE USE

24 27: SAFE HARBOR PROTOCOL:

- 1 28. SECTOR UNDERSTANDING AND ACKNOWLEDGEMENTS
- 2 29: MODIFICATION OF HARVESTING RULES
- 3 Exhibit C – Sector Roster, as it relates to identification of Active Vessels is administrative
- 4 Exhibit D – Additional Permit Information is administrative
- 5 Exhibit E – Penalty Schedule is administrative.
- 6 Exhibit F – Administrative Addendum is administrative
- 7 Exhibit G - Explanatory Addendum is administrative
- 8 Exhibit H – Contact Info is administrative
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Exhibit G: EXPLANATORY ADDENDUM

Per request by NMFS this **explanatory text** is being provided to identify in one location Right of First Offer (“ROFO”) and Right of First Refusal (“ROFR”). ROFO and ROFR are two separate and distinct provisions that deal with harvest share transfers and permit sales, respectively; it is inaccurate to construe them as meaning the same thing. Nothing within this explanatory addendum should be considered as part of the Sector governing documents which the Members have agreed to follow, all questions regarding these provisions should be directed to their respective sections in the governing documents:

§ 7.3 Harvest Share Transfers: Right of First Offer i.e. ROFO will be used for intra and inter sector harvest share transfers.

§ 15 Permit Transfer/Sale: Right of First Refusal i.e. ROFR will be used for permit sales or transfers.

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Exhibit H: INFORMATIONAL ADDENDUM

2 Per request by NMFS the table below identifies specific points of contacts and their responsibilities, which the Agency may utilize to determine
3 appropriate communication stream for inquiries.

Sector Communications Contacts					Mailing Address			
Name	Title	Responsibility	Email	Phone	Street 1	City	State	Zip
David Leveille	Manager	<ul style="list-style-type: none"> Day-to-Day Sector Operations Reporting i.e. vessel reporting requirements involving sector trips. Sector Specific Outreach Sector Specific Research; Fishing Vessel specific research is vessel specific, contact vessel 	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Elizabeth Etrie	Program Director, Northeast Sector Service Network	Data Management i.e. questions regarding software systems utilized by Sector for Weekly Report Computation	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Jackie Odell	Executive Director, Northeast Seafood Coalition	Policy	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Owner of F/V	Owner of F/V	Sector Specific Research; Fishing Vessel specific research is vessel specific, contact vessel						

- 1 **EXHIBIT I: FY 2020 (MAY 1, -APRIL 30, 2021) Operations Plan Updates**
- 2 [To be completed in accordance with NMFS schedule for year two, FY 2020 (May 1, 2020 – April
- 3 30, 2021) of the Sectors Bi-Annual Operations Plan and Agreement]

1 **Exhibit J: ASM Provisions**

2 **1. SECTOR AT-SEA MONITORING PROGRAM:** The Sector plans on working collaboratively with
3 certified At-Sea Monitoring Provider(s) (“Provider”) to ensure that implementation of the at-
4 sea monitoring program adheres to applicable NMFS requirements, as well as any internal
5 needs that the Sector deems necessary. Specific details of the Sector’s proposed At-Sea
6 Monitoring Program are located below.

7 **1.1 RANDOMIZED SELECTION OF COVERAGE PROCESS:** The Sector will use the PTNS
8 system developed by NMFS for ASM selection per NMFS mandate.

9 **1.2 DATA COLLECTION & AT-SEA MONITORS:** The Service Provider must ensure that
10 all At-Sea Monitors are trained and equipped in accordance with NEFSC/NMFS
11 standards. At-Sea Monitors (“ASM”) primary responsibility is to collect accurate
12 actual weights on the discard portion of the catch, as well as accounting for all
13 catch (kept and discarded) on each tow/haul. Data collected by the ASM will be
14 used to quantify the discards that occur on that trip. This data will also be used to
15 estimate the discards that occur by sector vessel trips that were not selected to
16 take an ASM. The ASM will be responsible for describing various aspects of the
17 gear(s) and recording the catch compensation and corresponding weights on a
18 haul by haul basis. The specific data fields to be observed and methods used to
19 collect the data are detailed in the training and published in an At-Sea Monitoring
20 Manual by NMFS. Any additional data collection requests or procedures not
21 directly related to the purpose of this program i.e. catch verification and discard
22 information must be agreed upon by the Sector and the Provider(s) prior to
23 implementation. All data must be reported electronically in a standard acceptable
24 form from the At-Sea Monitor to the Sector and NMFS within 48 hours of
25 completion of the trip. The Sector notes that for FY 2019, NMFS via the NEFSC will
26 be reviewing data submitted by ASM for quality assurance and will be computing
27 and producing both the assumed discard rates and observed discard data for the
28 Sector to use in its reports as accessible on SIMMs. In addition to the specific data
29 fields and data collection methods specified by the NMFS at-Sea Monitoring
30 Manual and training; the Sector may from time to time working with their
31 contracted Service Provider request additional data be collected. This data if
32 collected will be transmitted to the Sector within 48 hours upon completion of the
33 trip in a manner agreed upon between the Sector and their Service Provider.
34

35 **1.3 VESSEL OPERATIONS:**

36 **1.3.1 PRE-TRIP NOTIFICATION:** Sector Vessels will continue to comply with the
37 48-hour pre-trip notification System (PTNS) for deployment of NEFOP
38 Observers. Acceptable notification methods are internet, phone or email.
39 The Sector’s identified ASM Provider(s) shall be provided with a full list of
40 all pre-trip notifications
41

42 **1.4 AT-SEA MONITOR SELECTION PROCESS:** A determination will be made after completing
43 a Pre-Trip Notification whether the trip in question has been preliminarily selected
44 for a NEFOP Observer or ASM Monitor
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46 **1.4.1 NOTIFICATION OF SELECTION/WAIVER FROM ASM:**

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A. Trips Not Selected for Coverage:

- i. Trip Boats: A Vessel that has completed their pre-trip notification for trips which will be 48 hours or longer will be notified **immediately** upon completing their pre-trip notification, if not preliminarily selected for a NEFOP Observer, whether the trip has been preliminarily selected for an At-Sea Monitor. If the trip has been selected for an ASM the Vessel will work with the Provider(s) on all details pertaining to the trip and may set sail at any time as long as an ASM is onboard or a subsequent waiver has been granted. If the trip has not been preliminarily selected for an ASM the vessel may set sail at any time up to the estimated departure date and time provided in their pre-trip notification.
- ii. Day-Boats: Vessels that have completed their pre-trip notification for trips less than 48 hours, with potential sale dates up to 10 days in advance, will be selected in accordance with the calendar day of the notified sail date. Upon notification that neither a NEFOP nor At-Sea Monitor will be assigned, the vessel may set sail at any time up to the estimated departure time provided in their pre-trip notification for the trip occurring per their notified sail date.

B. Trips Selected for Coverage: If a vessel is selected for coverage, they will be notified by either a NEFOP service provider or their Sectors ASM Provider no later than 24 hours of receiving notification.

- i. NEFOP: NEFOP Observers take precedence over all other monitors. If the trip is selected for a NEFOP observer, the vessel shall follow all NEFOP protocols and requirements.
- ii. At-Sea Monitoring: If the trip is selected for coverage under the ASM Program, Vessels shall follow all appropriate Sector ASM Program protocols and processes as outlined in this section. Sector Vessels selected for ASM coverage are not allowed to set sail until the ASM arrives and is onboard or a waiver is granted by the ASM Provider(s).
- iii. Delays: If a vessel must delay a multi-day trip sail date, and has been selected for an ASM, the vessel must notify their ASM Provider(s) & Sector Manager immediately. Trips greater than 48 hours, may delay their sail date/time up to 48 hours from the estimated sail date and time provided in their Pre-Trip notification, provided that an ASM is still available to sail on that trip or a waiver is granted.

- 1 iv. Cancellations: If a Sector Vessel is selected for ASM Coverage
2 and must cancel their trip, the Vessel will be automatically
3 selected for ASM Coverage on their next notified trip, or the
4 next time an ASM is available for coverage.
- 5
- 6 v. Notification of Delays or Cancellations: The Sectors ASM
7 Provider(s) will notify the PTNS coordinator & the Sector
8 Manager of any trip delays, cancellations, or waivers within 24
9 hours via email within 24 hours of such notification.
- 10
- 11 vi. Cancellations of Trips where an ASM is already present at Port
12 of Sail: In the event a Sector Vessel which was selected for ASM
13 cancels the trip and the ASM is already at the specified location
14 ready to sail the ASM may board another Vessel in this Sector,
15 regardless of Waivers already provided, that is departing from
16 the port on a Sector trip. The ASM will notify its employer
17 immediately, and the Service Provider will notify the PTNS
18 Coordinator and Sector Manager of the change in vessel
19 coverage.
- 20
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22 **1.5 AT-SEA MONITORING OPERATIONAL STANDARDS:**

23 **1.5.1 Safety Requirements:** Prior to setting sail the Operator of the Sector
24 Vessel shall detail and identify any vessel safety operating procedures and
25 other important information to the assigned ASM. The Sector Member
26 acknowledges that an ASM must complete a pre-trip vessel safety checklist
27 as provided by NMFS prior to leaving port. An ASM cannot be deployed on
28 a vessel that has failed to review the safety issues, and such vessel is
29 prohibited from leaving port without the ASM on board (unless a waiver is
30 granted). For the safety of the vessels captain, crew and the ASM; the ASM
31 will not be allowed on deck any time that gear is being deployed.

32

33 The Sector and its Members note that each ASM must be provided with all
34 the equipment specified by the NEFOP. It is the responsibility of the
35 individual ASM and its employer to ensure that all equipment is in good
36 working order and brought to the vessel at the agreed upon time prior to
37 sailing.

38 **1.6 WAIVERS:**

39 **1.6.1 Late At-Sea Monitor:** In the event that an ASM fails to arrive at the
40 scheduled sail time and/or place; the Vessel Captain must call their
41 Providers Program Manager, prior to setting sail. The Providers Program
42 Manager will verify that proper trip information was reported. Additionally,
43 the Program Manager may issue a verbal waiver to the Captain relieving the
44 vessel of its ASM obligation for the trip in question. Immediately upon
45 issuing a verbal waiver the Program Manager must notify the Sector
46 Manager, PTNS Coordinator and the Vessel (if requested) in writing that the

1 trip was granted a waiver due to a later ASM.

2 **1.6.2 Late NEFOP Observer:** In the event that a NEFOP Observer fails to arrive
3 at the scheduled sail time and/or place; the Vessel may contact the PTNS
4 Coordinator to obtain a waiver prior to sailing.
5

6 **1.7 ELECTRONIC MONITORING** The Sector reserves the right to modify/update their At-Sea
7 Monitoring Program in the event that Electronic Monitoring (EM) is approved by
8 the Agency during the fishing year upon the discretion of the Sectors Board of
9 Directors. Upon approval by the Agency and subsequently the Sectors Board of
10 Directors, EM may be adopted by some or all Sector Vessels in accordance with EM
11 standards.

12 **2.0 NOAA FISHERIES DESIGNED ASM PROGRAM:**

13 The Northeast Fisheries At-Sea Monitor Program

14 National Marine Fisheries Service, Northeast Fisheries Science Center

15 **C.1 BACKGROUND OVERVIEW**

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

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

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

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

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

- 39 • Protect and restore ocean, coastal, and Great Lakes resources
40 • Recover protected species

- 1 • Rebuild and maintain sustainable fisheries.
- 2 NMFS will measure its performance against these objectives using the following measures:
- 3 1st: Increased number of coastal and marine ecosystems maintained at a healthy and
- 4 sustainable level
- 5 2nd: Increased social and economic value of the marine environment and resources (e.g.,
- 6 seafood, recreation, and tourism)
- 7 3rd: Increased number of acres and stream-miles restored for coastal and ocean species
- 8 4th: Increased number of protected species in a stable condition or in an upward trend
- 9 5th: Increased number of managed species that are at optimum levels
- 10 6th: Improved ecological conditions in coastal and ocean protected areas
- 11

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

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

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

31 C.2 AT-SEA MONITOR PROGRAM OBJECTIVES

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

41 At-Sea Monitors are the only independent data source for some types of at-sea information
42 such as bycatch composition and mortality, and marine mammal, sea bird and sea turtle
43 interactions. Although vessel self-reporting is often utilized, only limited data collection
44 demands can reasonably be placed on the captain and crew. In addition, the reliability of self-

1 reported information is a concern for scientists and policy makers, who use the data to make
2 fishery management decisions for the purpose of maintaining the nation’s marine resources.

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

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

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

17 C.3 SCOPE AND OUTCOMES

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

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

26 C.3.1 Policies and Regulations

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

- 33 • Magnuson-Stevens Fishery, Management, and Conservation Act (MSA)
- 34 • Marine Mammal Protection Act (MMPA)
- 35 • Endangered Species Act (ESA)
- 36 • Data Quality Control Act (P.L. 106-514)
- 37 • Information Technology Security Policy
- 38 • Fisheries Management Plans (FMP)
- 39 • Biological Opinions (BO)
- 40 • Take Reduction Team (TRT)
- 41 • NOAA Safety Standards
- 42 • Fair Labor Standards Act (FLSA)

- 1 • Service Contract Act (SCA)
- 2 • Department of Labor Wage Determinations
- 3 • Applicable Federal and State labor laws
- 4 • At-Sea Monitor Health and Safety regulations
- 5 • Federal, state, and local safety regulations
- 6 • Merchant Marine Act (Jones Act) and General Maritime Law
- 7 • U.S. Longshore and Harbor Worker’s Compensation Act

8 C.4 PERFORMANCE WORK STATEMENT

9 The contractor shall meet all requirements of the SOW.

10 C.4.1 Management Requirements

11 C.4.1.1 Project Management

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

21 C.4.1.2 Project Manager

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

27 C.4.1.3 Coordinators

28 The contractor shall assign coordinators as needed to coordinate At-Sea Monitor deployment
29 and provide At-Sea Monitor support services. The coordinator shall be designated as key
30 personnel under this contract (per section H.8). All coordinators are required to maintain
31 current At-Sea Monitor Certification. Ensure that all key personnel attend any refresher
32 trainings for At-Sea Monitors. For a specific job description see Section J, Attachment 2, Labor
33 Category Classifications and Job Descriptions.

34 C.4.1.4 Management Reporting and Coordination

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

1 C.4.1.5 Performance Measures

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

3 C.4.2 Operational Requirements

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

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

11 C.4.2.1 At-Sea Monitor Recruitment and Retention Requirements

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

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

20 C.4.2.2 Eligibility Requirements

21 C.4.2.2.1 Educational Qualifications

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

27 C.4.2.2.2 Non-Conflict of Interest

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

29 C.4.2.2.3 Physical/Medical Condition

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

31 C.4.2.2.4 Communication Skills

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

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

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

4 C.4.2.2.6 Statement of No Criminal Conviction

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

6 C.4.2.2.7 CPR and First Aid Requirements

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

12 C.4.2.2.8 At-Sea Monitor Standards of Conduct

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

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

18 1) General Observer Duties and Data Collection Requirements – Fishery Observer I, II, and III

19 a) Observers/At-Sea Monitors shall collect scientific, management, compliance, and other
20 data at sea through interviews of vessel captains and crew; observations of fishing
21 operations; sampling catch; measuring selected portions of the catch and fishing gear;
22 and collecting samples. Observer/At-Sea Monitor coverage is mandated by a number of
23 statutes and is an integral part of the regulations. These authorities empower the
24 observer/At-Sea Monitor to perform certain functions aboard vessels as well as afford
25 protection to the observer/At-Sea Monitor against interference and intimidation in the
26 course of performing his/her duties.

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

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

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

- 1 e) Observers shall participate in all training, briefings and debriefings as required by the
2 COTR. Observer/At-Sea Monitors shall participate in port orientations, if offered by
3 NMFS and requested by the COTR (Section B – Supplies or Services and Prices/Costs
4 Training CLIN 0003, 1003, and CLIN 2003. Debriefing of the observer/At-Sea Monitor
5 ensures that the data are complete and as accurate as possible before computer audits
6 are run. Debriefing also provides immediate feedback to the observer/At-Sea Monitor in
7 the field and errors can be corrected immediately. Debriefings shall occur on a regular
8 basis and as frequently as possible either by email, phone or in person. Debriefings shall
9 consist of but are not limited to:
- 10 i) Reviewing sampling methods and answering Observer/At-Sea Monitor
11 questions;
 - 12 ii) Reviewing preliminary data;
 - 13 iii) Correcting any data errors;
 - 14 iii) Reviewing any other past errors or changes in sampling techniques or recorded
15 on forms;
 - 16 iv) Reviewing any logistical problems or concerns encountered by the observer/At-
17 Sea Monitor; and
 - 18 v) Testing observer/At-Sea Monitor ability to adhere to sampling protocol
 - 19 vi) Checking gear calibration
 - 20 vii) Providing the observer/At-Sea Monitor with any updates on modifications to
21 sampling procedures or other program information.
- 22 f) Observer/At-Sea Monitors who encounter captains or vessels' owners operating in
23 fisheries requiring mandatory observer/At-Sea Monitor coverage that refuses to accept
24 the observer/At-Sea Monitor on their vessel for deployments shall provide
25 documentation of the refusal to NMFS. This documentation shall be provided via e-mail
26 or hard copy to the Branch Chief of the Fisheries Sampling Branch on the day of the
27 event. This documentation shall be of sufficient substance and detail to be usable for
28 NMFS enforcement actions. Narrative shall be provided to completely answer the
29 following guideline questions: who, what, when, and where. This shall be reported on
30 the Incident Report Form (Section J, Attachment 8, Incident Report Form).
- 31 g) Observer/At-Sea Monitors shall send in the whole animal or take a photo of all species
32 encountered the Species ID Verification Program quarterly to NMFS (Section J,
33 Attachment 9, Species Verification Program). Failure to do so may result in an
34 observer/At-Sea Monitor's change in status (i.e., pre-probation, probation, and
35 decertification).
- 36 2) Fishery Observer/At-Sea Monitor I – Performance Requirements and Labor Category
37 Definition - The Fishery observer/At-Sea Monitor I shall meet and perform all the General
38 Requirements specified in C.4.3.2a and the following:
- 39 a) Performs routine tasks associated with recurring and continuing work according to
40 prescribed or established procedural standards and technical methods assigned.
 - 41 b) Assures that tasks are completed, data developed, methods used in securing and
42 verifying data are technically accurate and in compliance with instructions and
43 established procedures.
 - 44 c) Makes estimates of amounts and species composition of fish caught, retained and
45 discarded, using at a minimum, simple, single stage sampling techniques and
46 dichotomous keys.

- 1 d) According to established standards and detailed procedures, records data on
- 2 appropriate forms and logs, some of which may be electronic.
- 3 e) Maintains field equipment and supplies.
- 4 f) Collects scientific, management, compliance information, and make observations of
- 5 fishing operations.
- 6 g) Use and complete a pre-boarding vessel safety checklist.
- 7 h) Measures selected portions of catch including incidentally caught marine mammals, sea
- 8 birds and sea turtles.
- 9 i) Uses calculator and/or PC for calculations and recording data.
- 10 j) Obtains, enters and transfers data electronically.
- 11 k) Obtains and records information on gear characteristics of fishing gear types while
- 12 working either on board vessels, on an alternative platform, or at a shore-based facility.
- 13 l) Uses interpersonal and communication skills to contact fishermen and schedule
- 14 observer/At-Sea Monitor sampling trips.
- 15 m) Observes and documents compliance with fishery regulations, and write affidavits as
- 16 required.
- 17 3) Fishery Observer/At-Sea Monitor II - The Fishery observer/At-Sea Monitor II shall meet and
- 18 perform all the General Requirements specified in C.4.3.2a, perform all duties of Fishery
- 19 observer/At-Sea Monitor I and the following additional duties:
 - 20 a) Independently executes duties, while learning when and how to resolve exceptions and
 - 21 special problems.
 - 22 b) Estimate amounts and species composition of fish caught, retained and discarded,
 - 23 utilizing knowledge of various statistically valid sampling methods and dichotomous
 - 24 keys.
 - 25 c) Measure selected portions of catch including incidentally caught marine mammals, sea
 - 26 birds and sea turtles.
 - 27 d) Uses calculator and/or PC for calculations and recording data.
- 28 4) Fishery Observer/At-Sea Monitor III - The Fishery Observer/At-Sea Monitor III shall meet and
- 29 perform all the General Requirements specified in C.4.3.2a, perform all duties of Fishery
- 30 observer/At-Sea Monitor II and the following additional duties:
 - 31 a) May act as field coordinator of lower graded fishery observer/At-Sea Monitors.
 - 32 b) Demonstrates extensive familiarity of methods, procedures and management to ensure
 - 33 proper day-to-day operations.
 - 34 c) Shifts from one type of responsible technical assignment to other types, which are
 - 35 different in terms of equipment used, of data used, and uses to which data will be put.
 - 36 d) Makes estimates of amounts and species composition of fish caught, retained and
 - 37 discarded, utilizing knowledge of various statistically valid sampling, sub-sampling
 - 38 methods and dichotomous keys.
 - 39 e) According to established standards and detailed procedures, records data on
 - 40 appropriate forms and logs, some of which may be electronic and provide
 - 41 recommendations for updates.
 - 42 f) Oversees the maintenance of field equipment and supplies.
 - 43 g) Collect scientific, management, compliance information, observations of fishing
 - 44 operations, measure selected portions of catch including incidentally caught marine
 - 45 mammals, sea birds and sea turtles.

1 C.4.2.3.1 Data Deliverables

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

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

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

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

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

21 C.4.2.3.2 At-Sea Monitor Communication

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

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

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

1 C.4.3 At-Sea Monitor Support Services

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

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

6 C.4.3.2 Training and Debriefings

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

11 Training costs are reimbursable and are intended to include all costs associated with At-Sea
12 Monitor training (both initial training and refresher trainings), including, but not limited to,
13 salary during the training period, per diem (meals & reimbursements and lodging),
14 miscellaneous equipment for use during training (as authorized or requested by the
15 Government – Section B Supplies or Services and Prices/Costs Training CLINS 0003, 1003 and
16 2003).

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

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

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

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

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

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

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

12 NMFS may require additional information regarding At-Sea Monitor candidates and should be
13 consulted regarding any for which proposed candidate there is some question regarding
14 qualifications. Should substitution of At-Sea Monitors be required, the contractor shall also
15 provide their pertinent information to the COTR prior to such substitution. The Government
16 retains the right to reject any At-Sea Monitor proposed by the contractor if his or her
17 qualifications do not meet the qualifications specified in paragraph C.4.2.2, Eligibility
18 Requirements, or if their work has been performed at an unsatisfactory level on previous
19 projects, or if their behavior on other projects has been disruptive.

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

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

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

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

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

11 Key personnel will be expected to attend any other periodic NMFS required trainings related to
12 the ASM program that could impact At-Sea Monitor protocols, such as program manual update
13 trainings or changes to the Pre-Trip Notification System. One key personnel is required per all
14 trainings, however, NMFS encourages all available staff attend periodic trainings that relate to
15 changes in the ASM program or sampling protocols for their own education. A key personnel is
16 required to attend two days per week of
17 each training and all the days of refresher training.

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

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

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

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

40 NMFS may request an At-Sea Monitor be accompanied by a NMFS staff member on a future trip.
41 The contractor shall assist with the setting up these shadow trips (Section J, Attachment 18,
42 Shadow Trip Program).The contractor shall make At-Sea Monitors available to NMFS
43 (Enforcement and FSB staff) for the purposes of routine debriefings, requested meetings
44 regarding data quality issues, investigating circumstances of alleged refusals by vessels to take
45 an At-Sea Monitor or other violations of the Magnuson-Stevens Fishery Conservation Act (MSA),

1 Marine Mammal Protection Act (MMPA), or the Endangered Species Act (ESA) recorded by the
2 At-Sea Monitor in the course of his/her duties (Section B Supplies or Services and Prices/Costs
3 Training CLINS 0003, 1003 and 2003) and hourly wages associated with the training (Section B
4 Supplies or Services and Prices/Costs Hourly Rate At-Sea Monitor CLINS 0004, 1004 and 2004).
5 All At-Sea Monitors shall call their editor/debriefer prior to making a trip in a fishery or
6 program covered for the first time.

7 C.4.3.3 Data Quality Control

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

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

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

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

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

29 C.4.3.5 Travel and Lodging

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

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

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

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

4 C.4.3.6 Vessel Selection

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

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

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

38 Vessels must be covered randomly, without repeated deployments on the same vessels by the
39 same At-Sea Monitor, unless waived by the COTR. For trips outside closed areas and other
40 special access fishing programs there shall be no more than two (2) back to back trips by the
41 same At-Sea Monitor on the same vessel. A vessel selection list may be provided by NMFS which
42 will rank vessels in the order they should be covered.

43 Cost Reimbursement is authorized for At-Sea Monitors for the time associated with a "no
44 show". The maximum amount of time for a no show is up to 2.5 hours. The At-Sea Monitor must

1 arrive 30 minutes prior to the scheduled departure time and remain at the designated area for
2 up 2 hours following the scheduled departure time. Travel to and from the site and per diem are
3 not included unless conditions in C.4.3.5 are met. Any costs billed for a “no show” will be billed
4 against CLINS 0004, 1004 and 2004. There will be no reimbursement for situations in which it is
5 the At-Sea Monitor’s fault for missing the trip or no attempt was made to communicate with the
6 captain prior to taking the trip. A travel voucher (Section J, Attachment 21, At-Sea Monitor
7 Travel Voucher) is required for proper reimbursement.

8 Cost Reimbursement is authorized for At-Sea Monitors for the time associated with a
9 “cancellation” in instances where trips are cancelled at the dock or when an at-sea monitor is
10 en-route to the vessel and cancellations occurs. The maximum amount of time for a cancellation
11 is up to 2.5 hours. Travel to and from the site and per diem are not included unless conditions in
12 C.4.3.5 are met. Any costs billed for a “Cancellation” will be billed against CLINS 0004, 1004 and
13 2004. A travel voucher (Section J, Attachment 21, At-Sea Monitor Travel Voucher) is required for
14 proper reimbursement.

15 C.4.3.7 Safety Requirements

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

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

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

34 (Section J, Attachment 23) to NMFS.

35 C.4.3.8 Communication

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

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

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

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

6 C.4.3.9 Notification of Potential Infractions

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

18 C.4.3.10 Vessel Operations and Working Conditions

19 Fishing vessels routinely operate out of ports from New York to Maine (Section J, Attachment
20 24, Location of ASM Trips in 2010). Trips can range from 1-14 days in duration. The vessels
21 operate in ocean waters, 3-200 miles offshore in all weather conditions. Vessels are generally
22 30-150 feet in length. Crew members and At-Sea Monitors live and sleep in cramped quarters,
23 often in damp conditions and share common facilities. On some vessels, the crew does not
24 speak English. At-Sea Monitors must be willing to travel occasionally to cover locations other
25 than their primary ports.

26 At-Sea Monitor Health and Safety Regulations require sleeping areas for the At-Sea Monitor to
27 be equal to those of the crew. Some vessels have no shower and may lack permanent toilets or
28 bunks. Although vessels may not have separate facilities for women, federal regulations require
29 reasonable privacy for female At-Sea Monitors. Female At-Sea Monitors on a vessel with an all-
30 male crew must be accommodated with adequate privacy which can be ensured by installing a
31 curtain or other temporary divider, in a shared cabin. Because of the size and responsiveness of
32 these vessels to sea conditions, motion sickness can be debilitating for some individuals and
33 should be seriously considered in all prospective At-Sea Monitor candidates. Most vessels carry
34 no trained medical personnel aboard and rely upon first aid knowledge of the boat's operator in
35 consultation with land-based physicians via radio.

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

39 C.4.3.11 Data Quality

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

- 41 • Failure to deliver data from an observed sea day includes:
- 42 • All data must be delivered at the required time frame, as specified by NMFS.

- 1 • Data must not be fraudulent or of such poor quality as to be unusable (i.e. if determined to
2 be fraudulent or unusable within 90 days of receipt of the data).

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

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

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

21 C.4.3.12 Contractor Standards of Conduct

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

26 C.4.3.13 At-Sea Monitor Termination Documentation

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

32 C.4.3.14 Emergency Action Plan

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

1 C.4.3.15 Quality Assurance Plan

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

8 C.5 PERFORMANCE MONITORING

9 C.5.1 Quality Assurance Surveillance Plan

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

12 C.6 SECURITY RISK LEVEL DESIGNATIONS

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

- 15 • Program Manager
16 SECURITY RISK = Low
- 17 • Coordinator
18 SECURITY RISK = Low
- 19 • Observer I, II, III
20 SECURITY RISK = Low

21

22 Investigation Packages

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

- 28 • 0 – 30 days = Security Worksheet, Finger Print Cards (FD 258 Cards)
- 29 • 31 – 179 days = Security Worksheet, SAC Form (OFI Form 86C), Finger Print Cards (FD 258
30 Cards)
- 31 • 180 or greater days = EQIP Package
 - 32 ○ Security Worksheet
 - 33 ○ Electronic Questionnaire (filled out after applicant has been placed in EQIP)
 - 34 ○ EQIP Signature pages (generated after applicant has completed Questionnaire in EQIP)
 - 35 ○ Declaration for Federal Employment (Optional Form 306)
 - 36 ○ Finger Print Cards (FD 258 Cards)
 - 37 ○ Fair Credit Reporting Form (filled out based on position sensitivity)

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

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

9 C.7 CLAUSES INCORPORATED BY REFERENCE

10 C.7.1 CAR 1352.237-71 SECURITY PROCESSING REQUIREMENTS—LOW RISK CONTRACTS (APR
11 2010)

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

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

15 Reference 48 CFR 1337.110-70)(e))

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