



PREMIER PACIFIC SEAFOODS, INC., 333 FIRST AVENUE WEST - SEATTLE, WA 98119 USA TEL: (206) 286 8584 FAX: (206) 286 8810

August 1, 2014

To: Regional Administrator, NMFS
P.O. Box 21668
Juneau, AK 99802-1668
FAX: 907-586-7131

Re: Application for Incentive Plan Agreement (IPA) Amendment
Mothership Salmon Savings Incentive Plan

Dear Mr. Balsiger:

The Board of Directors of the Mothership Fleet Cooperative (MFC Board) recently adopted several provisions to incorporate into the Mothership Salmon Savings Incentive Plan (MSSIP), outlined below. We respectfully submit the attached application for amendment of the IPA, as set forth in regulations at 50 CFR § 679.21(f)(v)(C).

1. Consistency with 50 CFR § 679.21(f)(12)(i) through (iv)

This proposed Amendment does not change any of the minimum participation requirements: the parties to the MSSIP remain unchanged, represent at least 9 percent of the BS pollock quota, and represent two or more unaffiliated AFA entities. The proposed Amendment does not change any membership requirements: no vessel owner or CDQ group is required to join, and participating vessel owners are members of the entity representing the sector. The information required to be submitted in a request for approval are provided in the attached application and Amended MSSIP. Changes to the MSSIP are briefly summarized below. There is no change to the duration of the MSSIP or to the list of IPA participants.

2. Summary of Changes

Changes to the MSSIP include specific measures designed to promote salmon bycatch reductions under all levels of salmon abundance and bycatch encounters, provisions designed to improve the Board's ability to adjust penalties and incentives, and technical edits.

a. Best Management Practices

Specific measures to promote salmon bycatch reductions include the establishment of a set of best management practices (BMPs) to which all members of the MSSIP agree to follow when fishing in the mothership pollock fishery. The description of the IPA has been amended to describe the BMPs, stating:

"[T]he MSSIP sets forth a suite of Best Management Practices (BMPs) that all Vessels agree to follow at all times when fishing in the MSSIP. These BMPs prescribe responsible fishing practices designed to minimize the incidental catch of Chinook and Non-Chinook Salmon Species and include a process for annual review of the MSSIP in order to consider new information and to modify provisions of the MSSIP if appropriate."

The BMP requirement itself is set forth in Rule 14, which states:

"The Members acknowledge that fishing practices may affect the rates and amounts of incidental catch of Chinook and Non-Chinook salmon species. The Members therefore commit to exercise reasonable efforts to conduct their fishing practices while fishing in the Mothership directed pollock fishery to minimize the incidental catch of Chinook and Non-Chinook Salmon Species by employing the fishing practices described in this document at Appendix F."

The BMPs in Appendix F include test tow protocols, monitoring of codend size and its effect on bycatch, limiting tow duration and monitoring haulback procedures to minimize bycatch encounters, mandatory use of salmon excluders, required communication protocols, and a commitment to an annual review of lessons learned in the previous year to allow for adaptive management and continual improvement of the MSSIP. Per the Board's direction, the BMPs have been distributed to the Members of the MSSIP in advance of this IPA amendment application, and vessels fishing under the MSSIP have been fishing in accordance with the BMPs since the start of the 2014 B Season.

b. Board Authority to Adjust Penalties and Incentives

Provisions designed to allow adjustment to the penalties and incentives include providing discretion to the MFC Board to adjust the ratio of salmon savings to credits earned and to voluntarily adopt the more restrictive program, MSSIP B, rather than having MSSIP B only be in effect if automatically triggered by the Members' exceeding the performance standard in two out of six years. The effect of these provisions would be to allow the Board to readily adopt more stringent conditions than currently exist in the MSSIP if deemed warranted in the future, but would preserve the existing conditions (MSSIP A and ratio of 2.29 salmon savings per credit) as the minimum standard for the incentive program. The objective of these changes is to make the MSSIP more responsive to changes that are deemed warranted by the Board under its adaptive management periodic review agreed to in the BMPs, described above.

The description of the MSSIP has been amended to clarify this rationale, stating:

"[The MSSIP] is a dynamic Incentive Plan Agreement that prioritizes Chinook salmon bycatch avoidance while preventing high chum salmon bycatch and allowing the flexibility to harvest pollock in times and places that best support those goals. As such, the MSSIP is responsive to changing environmental conditions, the status of Chinook salmon abundance, and rates of salmon bycatch encounters in the mothership pollock fishery. Through active review of Fleet performance, the MSSIP is able to respond to changing conditions more quickly than Council or regulatory processes by adjusting provisions as warranted in order to carefully balance incentives and penalties under all levels of Chinook salmon abundance and rates of encounter."

An additional description of the incentives has been added to further describe this amendment:

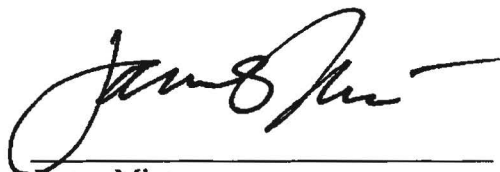
"Incentives are further supported by the Mothership Fleet Cooperative Board of Directors retaining discretion to voluntarily adopt more stringent measures when circumstances warrant. The ability to recalibrate how Salmon Savings Credits are earned and used strengthens the MSSIP and allows it to be more responsive to changes in abundance of Chinook salmon and encounter rates of Chinook salmon bycatch."

c. Technical Edits

Technical edits include removal of references to credits earned under the 2010 Pilot Program and an expansion of the description of incentives and penalties. References to the 2010 Pilot Program have been deleted because, under the terms of the MSSIP, those credits have expired, so the provisions relating to the Pilot Program no longer have any purpose in current management of the MSSIP. The expansion of the description of MSSIP B highlights the continued incentive to earn credits if and when MSSIP B were to be in effect. Similarly, an additional sentence was added to clarify the RHC penalties for Fleets with higher bycatch rates.

Should you have any questions about the enclosed, please contact me.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'James Mize', with a horizontal line underneath it.

James Mize
MSSIP IPA Representative

APPLICATION FOR AN INCENTIVE PLAN AGREEMENT (IPA) AND LIST OF IPA PARTICIPANTS

U.S. Dept. of Commerce/NOAA
National Marine Fisheries Service (NMFS)
Sustainable Fisheries Division
P.O. Box 21668
Juneau, AK 99802-1668
Fax: 907-586-7131
Telephone: 907-586-7228



TYPE OF APPLICATION

Indicate whether this application is for

☐ New IPA ☒ Amended IPA ☐ Change IPA Participant List

NOTE: Attach Incentive Plan Agreement.

BLOCK A – IPA INFORMATION

1. Name of IPA: Mothership Salmon Savings Incentive Plan	2. IPA Number: 3
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BLOCK B – IPA CONTACT INFORMATION

1. Name of IPA's Representative: James Mize	2. Name of Agent for Service of Process, if different from representative Mundt, Macgregor L.L.P.	
3. Permanent Business Mailing Address: C/o Premier Pacific Seafoods, Inc. 333 First Avenue West Seattle, WA 98119	4. Temporary Business Mailing Address (if applicable):	
5. Business Telephone No.: 206-286-8584	6. Business Fax No.: 206-286-8810	7. E-mail address: james@prempac.com

BLOCK C – AFFIRMATION

☒ (Check if Applicable)

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

BLOCK D – CERTIFICATION

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

1. Printed Name of Representative: James Mize	2. Signature of Representative: 	3. Date Signed: 8/1/2014
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BLOCK E – VESSEL IDENTIFICATION

Attach additional sheet if necessary.

Name of vessel	ADF&G No.	Federal Fisheries Permit No.
American Beauty - Mothership	24255	1688
Pacific Challenger - Mothership	06931	657
Nordic Fury - Mothership	00200	1094
Pacific Fury - Mothership	00033	421
Margaret Lyn - Mothership	31672	723
Misty Dawn	68858	5946
Vanguard - Mothership	39946	519
California Horizon	33697	412
Oceanic - Mothership	03404	1667
Mar-Gun - Mothership	12110	524
Mark 1 - Mothership	06440	1242
Aleutian Challenger	62152	1687
Ocean Leader - Mothership	00032	1229
Papado II	55512	2087
Morning Star	41009	7270
Traveler - Mothership	58821	3404
Vesteraalen	38342	517
Alyeska - Mothership	00045	395
Western Dawn - Mothership	22294	134

Instructions
APPLICATION FOR AN
INCENTIVE PLAN AGREEMENT (IPA) AND
LIST OF IPA PARTICIPANTS

GENERAL INFORMATION

For a new IPA, this application and the IPA must be received by NMFS by **October 1** prior to the year in which the IPA is proposed to be effective. Once approved, an IPA is effective starting January 1, unless the IPA is approved between January 1 and January 19, in which case the IPA is effective starting in the year in which it is approved.

Once approved, an IPA is effective until December 31 of the first year in which it is effective or until December 31 of the year in which the IPA representative notifies NMFS in writing that the IPA is no longer in effect, whichever is later. An IPA may not expire mid-year.

To amend an approved IPA, with no change in the IPA participants, the IPA representative must submit an application and an amended IPA to NMFS. An IPA may be amended at any time. The amended IPA is effective upon written notification of approval by NMFS to the IPA representative.

No party may join or leave an IPA once it is approved without changing the list of IPA participants. To change the list of IPA participants, this application must be received by NMFS by **December 1**.

Additionally

- ♦ Retain a copy of completed application for your records.
- ♦ NOTE: Attach Incentive Plan Agreement (IPA).
- ♦ Submit the completed application online at:

Website: <http://www.alaskafisheries.noaa.gov>

- ♦ If you have any questions, or if you need any assistance in completing the application, please call NMFS Sustainable Fisheries at **907-586-7228**.

COMPLETING THE APPLICATION

Submit the following information on this form:

TYPE OF APPLICATION

Indicate whether this application is for a new IPA, an amended IPA, or is a change to the IPA Participant List

BLOCK A – IPA INFORMATION

- 1-2 . **IPA Name and Number.** A name assigned by the IPA that describes the IPA or the group of American Fisheries Act (AFA) participants submitting the IPA. This name, together with an IPA number assigned by NMFS, must be used by the IPA Representative in all submissions of information about the IPA after it is approved by NMFS.

BLOCK B – IPA CONTACT INFORMATION

1. Name of IPA's Representative
2. Name of Agent for Service of Process, if different from representative
3. Permanent Business Mailing Address:
4. Temporary Business Mailing Address (if applicable):
- 5-7. Business Telephone Number, Business Fax Number, and Business E-mail address

BLOCK C – AFFIRMATION

Check (✓) this box if applicable

BLOCK D – CERTIFICATION

Enter the printed name and signature of the Representative, and date signed.

BLOCK E – VESSEL IDENTIFICATION

(Attach additional sheet if necessary.)

List the name, Alaska Department of Fish and Game (ADF&G) vessel registration number, and Federal Fisheries Permit (FFP) number of the AFA catcher vessels, AFA catcher/processors, AFA motherships, and vessels fishing on behalf of the CDQ group that are governed by the IPA.

PUBLIC REPORTING BURDEN STATEMENT

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

ADDITIONAL INFORMATION

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

FOURTH AMENDED MOTHERSHIP SALMON SAVINGS INCENTIVE PLAN AGREEMENT

This MOTHERSHIP SALMON SAVINGS INCENTIVE PLAN AGREEMENT (MSSIP or Agreement) is entered into as of January 5, 2011 (as amended, in accordance with its terms, through July 28, 2014) by and among the vessels and entities listed on Exhibits A and B hereto, and any other members admitted pursuant to this Agreement (together, the "Members").

RECITALS

A. Amendment 91 to the Fishery Management Plan for Groundfish of the Bering Sea and Aleutian Islands Fishery combines a hard cap on the amount of Chinook salmon that may be caught incidentally with an Incentive Plan Agreement ("IPA") and a Performance Standard designed to minimize bycatch to the extent practicable in all years and prevent bycatch from reaching the limit in most years.

B. The Members of this Agreement believe that an incentive plan that creates incentives for Chinook salmon avoidance at all rate of encounters is a more effective means of reducing Chinook salmon bycatch than a lower hard cap without incentive measures.

C. Mothership fishing operations are uniquely dependent upon individual fishermen's ability to work cooperatively. Under a Chinook salmon Incentive Plan Agreement, incentives to avoid Chinook salmon bycatch at all rates of encounter must not only be at the individual vessel level but also at the Fleet level such that individual incentives are carefully balanced with the need to maintain a cohesive and efficient Fleet. Since many decisions related to salmon avoidance strategies must be made collectively by the Vessels and processor (Fleet), it is at that level where the incentive to avoid Chinook salmon at all rates of encounter is most appropriately directed.

D. In order to qualify for approval, an IPA must represent at least nine percent (9%) of the annual BSAI directed pollock allocation and must be composed of two or more unaffiliated entities as defined in CFR 679.2.

E. The Members, which represent nine percent of the BSAI directed pollock fishery, desire to form an IPA meeting all requirements for approval under the regulations implementing Amendment 91.

F. The name of this Incentive Plan Agreement shall be the **Mothership Salmon Savings Incentive Plan (MSSIP)**.

Now, therefore, the parties agree as follows:

Compliance Agreement – Each Vessel listed as a Member of this Agreement agrees to comply with all of the Rules and obligations of the Mothership Salmon Savings Incentive Plan described

herein to ensure that all requirements in CFR 679 related to the implementation of BSAI Groundfish Amendment 91 are met in full.

DEFINITIONS

Vessel – Member of the Mothership Fleet Cooperative (“MFC”) and a participant in this IPA. A list of Vessels is provided as Appendix A.

Member – A participant in this Agreement is considered a Member. In addition to Mothership Fleet Cooperative catcher vessels, American Fisheries Act (AFA) Catcher Processors, AFA Inshore Catcher Vessels, and CDQ groups are eligible to be Members. A list of Member AFA Catcher Processors, AFA Inshore Catcher Vessels, and CDQ groups is provided as Appendix B.

Fleet – A group of Vessels intending to land some or all of their MFC share of pollock to a particular mothership processor. There are three eligible AFA mothership processors.

Annual Allocation – The Annual Allocation for the Mothership Sector is 4,674 Chinook assuming participation of all Mothership Sector AFA catcher vessels in an approved IPA. In the instance that one or more mothership catcher vessels “opt-out” of participating in an IPA, the Annual Allocation is reduced by the number of Chinook salmon associated with the opt-out vessels per CFR 679 Table 47b.

Annual Threshold – The Annual Threshold for the Mothership Sector is 3,707 Chinook salmon assuming participation of all Mothership Sector AFA catcher vessels in an approved IPA. In the instance that one or more mother mothership catcher vessels “opt-out” of participating in an IPA, the Annual Threshold is reduced by the number of Chinook salmon associated with the opt-out vessels per CFR 679 Table 47b.

Season – The term Season refers to the pollock “A” season or the pollock “B” season.

Seasonal Limit – The portion of the Annual Allocation available to the Mothership Sector during “A” season and “B” season is the Seasonal Limit. The “A” season limit is 3,360 Chinook salmon (assuming no “opt-out” vessels) and the “B” season limit is 1,314 Chinook salmon plus any unused “A” season Chinook salmon.

Performance Standard – If a sector (mothership, catcher processor, inshore, or CDQ) exceeds its Annual Threshold (as described in Column G in Table 47b to Part 679) more than two times in seven years, then it is no longer allowed to operate under an IPA or IPAs and the Annual Threshold amount becomes a hard cap for that sector. In order to avoid exceeding the Performance Standard, the IPA treats the Annual Threshold as a hard cap if the Annual Threshold has been exceeded twice in six or fewer years or upon voluntary adoption by the Mothership Fleet Cooperative Board of Directors (See Definition of MSSIP B)

MSSIP A – In MSSIP A the Chinook salmon Use Cap Limit for the Mothership Sector is equal to the Mothership Sector's Annual Allocation. MSSIP A refers to the Rules in place when the sector's Annual Threshold has not been exceeded twice in six or fewer years.

MSSIP B – In MSSIP B the Chinook salmon Use Cap Limit for the Mothership Sector is equal to the Mothership Sector's Annual Threshold. MSSIP B refers to the Rules in place when the Mothership Sector's Annual Threshold has been exceeded twice in six years or less or upon voluntary adoption by the Mothership Fleet Cooperative Board of Directors.

Base Cap Allocation – Under MSSIP A, each Vessel in the IPA receives a share of the Annual Threshold (less the buffer) pro-rata to its MFC share of pollock. Under MSSIP B, each Vessel in the IPA receives a share of not less than 85% of the Mothership Sector Annual Threshold (less the buffer) pro-rata to its MFC share of pollock. MFC pollock percentages are provided in Appendix A.

Use Cap Limit – Under MSSIP A, each Vessel's Use Cap Limit is their share of the Mothership Sector Annual Allocation (less the buffer) pro-rata to its MFC share of pollock. Under MSSIP B, a Vessel's Use Cap Limit is their share of the Mothership Sector's Annual Threshold (less the buffer), but that share of the Annual Threshold is determined by the ratio of Salmon Savings Credits (see Definition) and Base Cap Allocation and by the number of Salmon Savings Credits available to that Vessel.

Salmon Savings – The difference between a Fleet's aggregated Base Cap and its total annual aggregated Chinook salmon bycatch is its annual Salmon Savings. For example, if a Fleet has an annual aggregated Base Cap of 1,000 Chinook salmon and takes 300 Chinook salmon as bycatch, that fleet has saved 700 Chinook salmon. If a Fleet reaches or exceeds its aggregated Base Cap (through use of Salmon Savings Credits), then no savings are achieved in that year.

Salmon Savings Credit – A Fleet receives Salmon Savings Credits based on a ratio to its Salmon Savings. The ratio of Salmon Savings to Salmon Savings Credits shall be reviewed by the Mothership Fleet Cooperative Board of Directors from time to time, but in no case will be less than 2.29 to 1. A Salmon Savings Credit may not be transferred from one Fleet to another or from the Mothership Sector to another sector. A Salmon Savings Credit may only be used once in the three years following the year in which it was earned.

Available Cap – The sum of a Vessel's Base Cap Allocation and Salmon Savings Credits (up to the amount required to achieve the Use Cap Limit) is the Available Cap. In any given year, Available Cap may not exceed the Use Cap Limit.

Transfer – Subject to the limitation set forth herein, some or all of a Base Cap Allocation may be conveyed from one Fleet to another Fleet or to or from another sector by means of a Transfer.

Paired Transfer – The Transfer from one Fleet to another of Base Cap along with pollock such that the ratio of Base Cap to metric tons of pollock associated with the Transfer does not exceed the ratio of the Fleet's aggregated Base Cap Allocation to the Fleet's aggregated MFC metric tons of pollock is considered a Paired Transfer.

Unpaired Transfer – The Transfer from one Fleet to another of Base Cap such that the ratio of Base Cap to pollock associated with the Transfer exceeds the ratio of the Fleet’s aggregated Base Cap Allocation to the Fleet’s aggregated MFC metric tons of pollock is considered an Unpaired Transfer.

Transfer Discount – In order to encourage the transfer of pollock to “clean” fishermen, Unpaired Transfers are taxed so that the transferee receives a number of Chinook salmon that is smaller than the number of Chinook salmon conveyed by the transferor. This is the Transfer Discount. Transfers required during periods of low Chinook salmon encounters are discounted at a higher rate than Transfers occurring during periods of high Chinook salmon encounters. A Transfer Discount Table, which is used to determine the appropriate discount for a specific Transfer, is included as Appendix C

DESCRIPTION

The Mothership Salmon Savings Incentive Plan (MSSIP) is a dynamic Incentive Plan Agreement that prioritizes Chinook salmon bycatch avoidance while preventing high chum salmon bycatch and allowing the flexibility to harvest pollock in times and places that best support those goals. As such, the MSSIP is responsive to changing environmental conditions, the status of Chinook salmon abundance, and rates of salmon bycatch encounters in the mothership pollock fishery. Through active review of Fleet performance, the MSSIP is able to respond to changing conditions more quickly than Council or regulatory processes by adjusting provisions as warranted in order to carefully balance incentives and penalties under all levels of Chinook salmon abundance and rates of encounter.

The MSSIP consists of three basic elements that are designed to result in Chinook salmon avoidance at all levels of encounters. First, the MSSIP requires that mothership processor Fleets “earn” Salmon Savings Credits, which in future years may provide the ability to exceed their share of the Annual Threshold, by keeping Chinook salmon bycatch considerably below the Annual Threshold in most years. Second, a Rolling Hotspot Closure (RHC) program insures that MSSIP participants avoid areas with relatively higher bycatch rates even when actual bycatch encounters are low on the whole and when the Annual Threshold is not likely to be an influence on behavior. Third, the MSSIP sets forth a suite of Best Management Practices (BMPs) that all Vessels agree to follow at all times when fishing in the MSSIP. These BMPs prescribe responsible fishing practices designed to minimize the incidental catch of Chinook and Non-Chinook Salmon Species and include a process for annual review of the MSSIP in order to consider new information and to modify provisions of the MSSIP if appropriate.

1. Incentives – Each operator of a Vessel participating in the MSSIP is motivated to avoid Chinook salmon as a means to establish “insurance” against years when encounter rates are particularly high and bycatch amounts, even after best efforts of avoidance are taken, are destined to be large. It is that insurance, the ability to exceed the Annual Threshold in years of high encounters, that likely offers the ability to harvest all, or at least more, of one’s annual pollock allocation than a Vessel or Fleet could if it was limited to their Annual Threshold. In short, the primary incentive is to insure the ability to harvest one’s pollock allocation without

violating the Performance Standard. This incentive is further supported by the provisions of MSSIP B, which retains the value of credits in years when the fishery is managed to a lower cap, whether due to bycatch above the Annual Threshold in two out of six years or if voluntarily adopted by the Mothership Fleet Cooperative Board of Directors.

The RHC program also establishes the incentive to maintain low bycatch rates in order to have access to all productive fishing grounds. Fleets achieving relatively low Chinook salmon bycatch rates are not constrained by hotspot closures, while Fleets with average or higher rates are. The RHC program creates the incentive to find ways and means to harvest pollock while avoiding Chinook salmon bycatch at all times. Additionally, the RHC program insures that Fleets failing to meet that standard will be excluded from the fishing area with the highest bycatch rates.

2. Rewards and Penalties – The MSSIP is designed to create rewards and penalties for bycatch performance relative to the Annual Threshold. If the Vessels in a Fleet are successful in keeping their Chinook salmon bycatch considerably below the Annual Threshold in most years, those Vessels will be rewarded with Salmon Savings Credits that allow them to exceed their Annual Threshold in years of high Chinook salmon bycatch encounters. On the other hand, Fleets of Vessels which are unable to maintain bycatch levels significantly below their Annual Threshold will be penalized by not receiving Salmon Savings Credits, therefore making it unlikely that those Vessels will have a sufficient Available Cap in years of high Chinook salmon bycatch encounters.

It is important to note that in the Mothership Sector, these rewards and penalties are in play at both the individual Vessel and at the Fleet level. Each Fleet will start the fishing season with the aggregated Available Cap of its Vessels. While this pooling is necessary to insure that the Fleet is able to work cooperatively throughout the year, each Vessel has a responsibility to the Fleet to avoid Chinook salmon, and each Vessel has a stake in the performance of all of the other Vessels in the Fleet because the rewards (and penalties) of each Fleet's performance are "disaggregated" back to the individual Vessels at the end of the season. The process of "disaggregating" Available Cap in the MSSIP is designed to insure that the rewards and penalties are distributed back to Vessels in proportion to their initial contribution of Available Cap.

The RHC program, which is also administered at the Fleet level in the Mothership Sector, provides Fleets with the reward of fishing without constraint of Bycatch Avoidance Area Closures when they achieve lower than average Chinook bycatch rates. Fleets that have higher bycatch rates incur the penalty of having fishing grounds closed.

3. Expected Reductions in Chinook Salmon Bycatch – Fishing under a Chinook salmon hard cap without the MSSIP incentive measures would likely take the form of a pure "cap and trade" model. Absent a compelling incentive to do otherwise, Fleets would likely incur only as much Chinook salmon avoidance "cost" as was necessary to harvest their entire pollock allocation without exceeding the cap. So, in any given year in which the Chinook salmon cap did not appear to be constraining, there would be virtually no incentive to avoid Chinook salmon.

The incentives established in the MSSIP override the pure “profit” motive in two ways. First, it creates a significant reward for keeping Chinook salmon bycatch far below the “constraining” level by creating the need for the “insurance” of Salmon Savings Credits against years when Chinook salmon bycatch encounters are high. Basically, a Fleet that chose to fish up to the Annual Threshold in most years in order to reduce its cost of Chinook salmon avoidance would find its ability to harvest its entire pollock quota at great risk in years of high Chinook salmon bycatch encounters.

The RHC program insures that when Chinook salmon bycatch encounters are so low that sufficient Salmon Savings Credits can be created without much avoidance effort, a Fleet that might not otherwise be responsive to the need to avoid Chinook salmon bycatch when encounter levels are low would be closed out of the highest bycatch rate areas.

4. Incentive Measures in Various Conditions of Pollock and Chinook Abundance – Since the abundance of Chinook salmon and encounter rates of Chinook salmon bycatch vary annually, fishermen cannot predict their future need of Salmon Savings Credits (which could be driven by either high Chinook salmon bycatch encounters or a very large pollock quota or some combination thereof). As well, since Salmon Savings Credits generated in the MSSIP expire after three years, there is a significant incentive to keep bycatch considerably below the Annual Threshold in all years so that expiring Salmon Savings Credits are replaced with new ones. Incentives are further supported by the Mothership Fleet Cooperative Board of Directors retaining discretion to voluntarily adopt more stringent measures when circumstances warrant. The ability to recalibrate how Salmon Savings Credits are earned and used strengthens the MSSIP and allows it to be more responsive to changes in abundance of Chinook salmon and encounter rates of Chinook salmon bycatch.

While the MSSIP encourages salmon avoidance in the present in order to establish insurance against future high encounters, the RHC program component of the Agreement is a real-time mechanism to insure that Vessels achieving average or higher-than-average Chinook salmon bycatch rates are prevented from fishing in areas where Chinook salmon bycatch rates are believed to be highest. The RHC program is in place from start to finish of each fishing season, regardless of pollock quota or Chinook salmon abundance.

5. Managing Chinook Salmon Bycatch To Stay Below the Performance Standard – Under MSSIP B, which either goes into effect automatically when the Mothership Sector has exceeded its Annual Threshold twice in six or fewer years or upon voluntary adoption by the Mothership Fleet Cooperative Board of Directors, the Annual Threshold becomes a hard cap and a lower, “artificial” threshold is established. This Rule, in addition to a one percent buffer, will insure that the Mothership Sector does not exceed the Performance Standard. For MSSIP participants from other sectors, those participants must operate under the Rules of MSSIP B when and if their respective sector exceeds its Annual Threshold twice in six or fewer years. While the Rules of the MSSIP do not control the actions of vessels in other sectors that belong to a different IPA, the MSSIP Rules insure that participating Catcher Processors, Inshore Catcher Vessels, and CDQ groups do not exceed their pro-rata “share” of their respective sector’s Annual Threshold in years when the Performance Standard is vulnerable.

MSSIP RULES

1. Assignment of Available Cap – No later than January 15 of every year, each Vessel shall declare to the IPA Representative the Fleet or Fleets to which it intends to allocate its MFC pollock allocation during the following year and each Vessel's Available Cap shall be assigned to its declared Fleet. If a Vessel declares that it will allocate its MFC share to two or more Fleets, then that Vessel shall designate the percentage of its MFC pollock share to be allocated in each declared Fleet and its Available Cap shall be assigned to each declared Fleet pro-rata to the designation of pollock. This Rule shall not apply to Catcher Processors, Inshore Catcher Vessels, or CDQ groups.

2. Management Buffer Adjustment – When operating under the Rules of MSSIP A and MSSIP B, each Vessel's Base Cap Allocation shall be reduced, pro-rata to the Vessel's corresponding MFC pollock share, to establish a one percent (47 Chinook salmon) management buffer. The purpose of this buffer is to prevent the Mothership Sector from exceeding the Annual Threshold and/or Annual Allocation as the result of unexpected bycatch or data corrections. For Catcher Processors, Inshore Catcher Vessels, or CDQ groups, the buffer shall be one percent of the Member's Annual Allocation.

3. Aggregation of Available Cap – Except as provided by Rules 9 and 11 of this Agreement and for the duration of the fishing year, Available Cap assigned by each Vessel to a Fleet or Fleets shall be aggregated at the Fleet level, except that each Vessel has the option of independently transferring up to five of the Fleet's Chinook salmon to another Fleet per the conditions described in Rule 9 of this Agreement. The Available Cap of a Fleet or pooled Fleet under Rule 11 may never exceed the Mothership Sector's Annual Allocation multiplied by the aggregated percentage of annual MFC pollock shares assigned to that Fleet or pooled Fleet. This Rule shall not apply to Catcher Processors, Inshore Catcher Vessels, or CDQ groups.

4. Accounting of Chinook Salmon Bycatch – All Chinook salmon bycatch occurring in deliveries of pollock to a particular mothership processor's Fleet (or pooled Fleet under Rule 11) shall be counted against the aggregated Available Cap of the Fleet pooled Fleet associated with that processor. Once a Fleet or pooled Fleet has reached its seasonal limit or its annual Available Cap, it must cease fishing unless and until it obtains additional Base Cap through a Transfer from another Vessel, Fleet, or Sector as allowed per Rules 8 and 9 of this Agreement. This Rule shall apply to Catcher Processors and Inshore Catcher vessels at the vessel level and to CDQ groups at the CDQ group level.

5. Salmon Savings Credits – Salmon Savings Credits are earned by a Fleet or pooled Fleet under Rule 11 by taking fewer Chinook salmon as bycatch than its aggregated Annual Threshold. A Fleet receives Salmon Savings Credits based on a ratio to its Salmon Savings. The ratio of Salmon Savings to Salmon Savings Credits shall be determined by the Mothership Fleet Cooperative Board of Directors, but in no case will be less than 2.29 to 1. For instance, if the ratio is determined to be 2.29, for every 2.29 Base Cap Chinook salmon left unused by the Fleet or pooled Fleet, that Fleet or pooled Fleet shall receive one Salmon Savings Credit. Salmon Savings Credits shall be calculated by the IPA Representative each year following the completion of directed pollock fishing by all Fleets. Salmon Savings Credits earned that year

shall be distributed to all Vessels in each Fleet or pooled Fleet pro-rata to the pollock quota assigned to that Fleet or pooled Fleet by each Vessel in that year for use in one of the following three years. This Rule shall apply to Catcher Processors and Inshore Catcher Vessels at the vessel level and to CDQ groups at the CDQ group level.

6. Duration of Salmon Savings Credits – A Salmon Savings Credit may be used once in the three years following the year in which it was earned. Salmon Savings Credits shall be accounted for on a first-in, first out basis such that all three-year-old aggregated Salmon Savings Credits are used first, then all two-year-old credits, then all one-year-old credits. This rule shall apply to Catcher Processors and Inshore Catcher Vessels at the vessel level and to CDQ groups at the CDQ group level.

7. End-of-Season Disaggregation of Remaining Available Cap – When a Fleet or pooled Fleet under Rule 11 has harvested all of the pollock it has designated to a particular mothership processor or on November 1, whichever comes first, all remaining Available Cap shall be re-distributed to all Vessels in each Fleet or pooled Fleet pro-rata to the Available Cap assigned to that Fleet or pooled Fleet by each Vessel in that year. Each Vessel shall receive a proportionate number of remaining two-year-old and one-year old Salmon Savings Credits regardless of the age of the credits contributed by that Vessel when its Available Cap was assigned to a Fleet or Fleets. The IPA Representative shall be responsible to officially notify each Vessel of its end-of-season remaining Available Cap. This Rule shall not apply to Catcher Processors, Inshore Catcher Vessels, or CDQ groups.

8. Fleet-Level Transfers – Prior to the disaggregation of remaining Available Cap and subject to the restrictions described herein, one Fleet may, with the agreement of all member Vessels in that Fleet, transfer some or all of its unused Base Cap to another Fleet, the Catcher Processor Sector, an AFA Inshore Cooperative, or a CDQ Group or may acquire through Transfer additional Chinook salmon from another Sector or Inshore Cooperative. Paired Transfers from one Fleet to another Fleet are not subject to the Transfer Discount. All Unpaired Transfers and Fleet-level Transfers to the Catcher Processor Sector, an AFA Inshore Cooperative, or a CDQ Group are subject to the Transfer Discount. Salmon Savings Credits may not be transferred in-season under any circumstances. Base Cap transferred to a Fleet will be assigned and accounted for in the same manner as the initially assigned Available Cap. A Fleet that makes Unpaired Transfers of unused Base Cap to another Fleet is prohibited from using any available Salmon Savings Credits in the year of that Transfer, and a Fleet may not use Unpaired Transfers of Base Cap until it has used all of its original Available Cap. A Fleet is prohibited from transferring Base Cap from another Sector unless the Mothership Sector has already exceeded its Annual Threshold in the same year. At the time of a Fleet-Level Transfer, the members of the transferring Fleet shall be responsible to provide the IPA Representative with a signed MSSIP Transfer Notice. (See Appendix E.) This Rule shall apply to all Transfers made by Catcher Processors, Inshore Catcher Vessels, and CDQ groups participating in this Agreement.

9. Vessel-Level Transfers – Once a Fleet has harvested at least 75% of its annual aggregated MFC pollock share and provided that at least 25% of the Fleet's Base Cap remains unused, but prior to disaggregation of Available Cap, each Vessel shall have the annual right to

Transfer independently to another Fleet, without need of consent by the Fleet's remaining Vessels, up to five Base Cap Chinook salmon from that Fleet's aggregated Base Cap. Such a Transfer is not subject to the Transfer Discount. Following the end-of-season disaggregation of a Fleet's remaining Available Cap to that Fleet's Vessels, those Vessels may Transfer any amount of their remaining Base Cap to another Fleet, subject to the Transfer Discount. Following the end-of-season disaggregation of all Fleets' Available Caps, any Vessel may transfer any of its remaining Base Cap to the Catcher Processor sector or to an AFA Inshore Cooperative, subject to the Transfer Discount. At the time of any Vessel-Level Transfer, the transferring Vessel shall be responsible to provide the IPA Representative with a signed MSSIP Transfer Notice. (See Appendix E.) This Rule shall not apply to Catcher Processors, Inshore Catcher Vessels, or CDQ groups.

10. Use-Cap Limit Transfer – A Transfer to a Fleet from another sector that results in that Fleet's Use Cap Limit being exceeded is permitted in the sole instance in which the Mothership Sector has exceeded its Annual Allocation and the Transfer is required to bring the Mothership Entity into regulatory compliance. Under no other circumstances may the Available Cap exceed the Use Cap Limit. This Rule shall apply to Catcher Processors and Inshore Catcher vessels at the vessel level and to CDQ groups at the CDQ group level.

11. Change of Platforms – In the event that a processor to which a Fleet has assigned its quota leaves the fishery prior to the full harvest of the assigned pollock quota, that Fleet's remaining Available Cap may be applied to a different mothership processor or processors. Available Cap that is moved (along with uncaught pollock quota) to a different mothership processor or processors is pooled with Available Cap that was already assigned to the new mothership processor and is not considered a Transfer. Nothing in this Rule precludes the option of a Fleet to make Paired Transfers or Unpaired Transfers subject to all other Rules herein. This Rule shall not apply to Catcher Processors, Inshore Catcher Vessels, or CDQ groups.

12. MSSIP B – Whenever the Mothership Sector has exceeded its Annual Threshold two times in six years or less, or upon voluntary adoption by the Mothership Fleet Cooperative Board of Directors, the sector shall operate in MSSIP B. The hard cap under MSSIP B shall be equal to the sector's Annual Threshold. The Base Cap Allocation shall be the sector's Annual Threshold minus the number of Salmon Savings Credits available for use in that year by the sector. In no event, however, shall the Base Cap Allocation be less than 85% of the Mothership Sector's Annual Threshold minus the one percent Chinook salmon buffer deduction. MSSIP B Base Cap Allocation shall be apportioned, assigned, and disaggregated in the same way that MSSIP A Base Cap Allocation is apportioned, assigned, and disaggregated. MSSIP B Salmon Savings Credits shall be aggregated and disaggregated in the same manner that MSSIP A Salmon Savings Credits are aggregated and disaggregated. No Chinook salmon may be transferred into the Mothership Sector from another sector under MSSIP B. All other MSSIP provisions apply under MSSIP B as per MSSIP A. This Rule shall apply to Catcher Processors and Inshore Catcher vessels at the vessel level and to CDQ groups at the CDQ group level.

13. Penalties – In the event that a Fleet or pooled Fleet under Rule 11 exceeds its share of the sector's "A" season Seasonal Limit, that Fleet shall pay an amount equal to \$2,000

per metric ton of pollock overage to the North Pacific Research Foundation and a deduction shall be made to that Fleet's or pooled Fleet's remaining Base Cap for the B season equal to the overage. In the event that a Fleet or pooled Fleet exceeds its Available Cap, that Fleet or pooled Fleet shall pay an amount equal to the \$2,000 per metric ton of pollock harvested in association with the Chinook salmon overage. This Rule shall apply to Catcher Processors and Inshore Catcher vessels at the vessel level and to CDQ groups at the CDQ group level.

14. Best Management Practices – The Members acknowledge that fishing practices may affect the rates and amounts of incidental catch of Chinook and Non-Chinook salmon species. The Members therefore commit to exercise reasonable efforts to conduct their fishing practices while fishing in the Mothership directed pollock fishery to minimize the incidental catch of Chinook and Non-Chinook Salmon Species by employing the fishing practices described in this document at Appendix F.

15. Rolling Hotspot Closure (RHC) Program – All Members of this Agreement shall participate in the RHC program described in Appendix D. This Rule shall apply to Vessels at the Fleet level, to Catcher Processors and Inshore Catcher vessels at the vessel level, and to CDQ groups at the CDQ group level.

16. Chinook Salmon Conservation Area Agreement – All Members of this Agreement shall participate in the Chinook Salmon Conservation Area Agreement.

17. Third Party Compliance Audit – The Members in this IPA shall, on an annual basis, engage knowledgeable and competent third-parties to conduct compliance audits of the MSSIP Rules and the RHC program. The results of these audits shall be attached to the Annual IPA report.

18. Changes to this Agreement – Membership in the MSSIP for 2011 shall be indicated by signature of the Amendment to the Mothership Fleet Cooperative Membership Agreement to designate the Mothership Fleet Cooperative as the Entity or by written notice to the IPA Representative from the legal representative of an AFA Catcher Processor, AFA Inshore Catcher Vessel, or CDQ group. Any Member of the MSSIP may discontinue its participation in the IPA by providing written notice to the IPA Representative no later than September 1 prior to the year in which membership in the MSSIP would cease. All other changes to this Agreement shall be submitted to NMFS by the IPA Representative upon approval by the Board of Directors of the Mothership Fleet Cooperative Entity and shall be effective as directed by the Board of Directors.

Signed on Behalf of All Members of the Mothership Fleet Cooperative Entity,



James Mize
Mothership Fleet Cooperative Entity Representative

Appendix A

Mothership Salmon Savings Incentive Plan Agreement Vessels

Vessel	USCG Document Number	AFA Permit Number	Mothership Co-op Percent	Directed Fishery Percent
American Beauty	613847	1688	6.000	0.54
Pacific Challenger	518937	657	9.671	0.87
Nordic Fury	542651	1094	6.177	0.55
Pacific Fury	561934	421	5.889	0.53
Margaret Lyn	615563	723	5.643	0.51
Misty Dawn	926647	5946	3.569	0.32
Vanguard	617802	519	5.350	0.48
California Horizon	590758	412	3.786	0.34
Oceanic	602279	1667	7.038	0.63
Mar-Gun	525608	524	6.251	0.56
Mark I	509552	1242	6.251	0.56
Aleutian Challenger	603820	1687	4.926	0.44
Ocean Leader	561518	1229	6.000	0.54
Papado II	536161	2087	2.953	0.27
Morning Star	618797	7270	3.601	0.32
Traveler	929356	3404	4.272	0.38
Vesteraalen	611642	517	6.201	0.56
Alyeska	560237	395	2.272	0.20
Western Dawn	524423	134	4.150	0.37
Total			100.000	9.00

*For vessels that are qualified as both AFA Mothership Sector and AFA Inshore Sector catcher vessels, membership in the Mothership Salmon Savings Incentive Plan applies to Chinook salmon allocated to the Mothership Sector only.

Appendix B

**Additional Mothership Salmon Savings Incentive Plan Agreement Members –
AFA Catcher Processors, AFA Inshore Catcher Vessels, and CDQ Groups**

Vessel	USCG Document Number	AFA Permit Number	Directed Fishery Percent

Appendix C

Transfer Discount Table

Percentage of Sector Annual TAC Harvested						
Percentage of Mothership Sector Annual Threshold Harvested		50*	60	70	80	90
	10	30	35	40	45	50
	20	25	30	35	40	45
	30	20	25	30	35	40
	40	15	20	25	30	35
	50	10	15	20	25	30
	60	0	0	10	20	25
	70	0	0	0	10	15
	80	0	0	0	0	5
	90	0	0	0	0	0

Appendix D

MSSIP Rolling Hotspot Closure Program

1. RHC Manager – The participants in the Agreement shall designate a Rolling Hotspot Closure (RHC) Manager. The RHC Manager shall be responsible to insure the timely collection and processing of Chinook salmon bycatch data, and to provide RHC notices to the participants in the MSSIP as appropriate.

2. Bycatch Avoidance Areas – At all times during the Bering Sea pollock “A” and “B” seasons when one or more Members is engaged in pollock fishing, the RHC Manager shall, on a weekly basis, identify specific areas of relatively high Chinook salmon abundance on the pollock fishing grounds. These areas shall be designated as “*Bycatch Avoidance Areas*”. Unless overriding evidence indicates that traditional seasonal patterns of relative Chinook abundance have shifted spatially, Bycatch Avoidance Areas shall be those ADF&G statistical areas where the Area Rate exceeds the Base Rate, shall be established within Core Areas, and shall have a duration of no more than one week.

3. Base Rate – The ratio of the three (3) week rolling sum of the total number of Chinook salmon taken incidentally in the Fishery (Mothership Fleet, Catcher Processor, Inshore Catcher Vessel, CDQ group) to the three (3) week rolling sum of the total number of metric tons of pollock caught in the Fishery is defined as an index of relative Chinook salmon abundance (the “*Base Rate*”). The RHC Manager shall update the Base Rate each week during the “A” and “B” pollock seasons to reflect changes in relative Chinook salmon abundance on the fishing grounds. The Base Rate shall have a minimum value of 0.035 Chinook salmon per metric ton of pollock catch.

4. Initial “A” Season Base Rate Calculation – The initial “A” season Base Rate shall be calculated by dividing the total number of Chinook salmon taken incidentally in the Fishery during the prior year’s “A” season by the total number of metric tons of pollock caught in the Fishery during the prior year’s “A” season, provided that if the initial “A” season Base Rate for any given year is less than or equal to 0.04 Chinook salmon per metric ton of pollock catch, the initial Base Rate shall be 0.04 Chinook salmon per metric ton, and if the initial Base Rate for any given year is equal to or greater than 0.06 Chinook salmon per metric ton of pollock catch, the initial Base Rate shall be 0.06 Chinook salmon per metric ton.

5. Initial “B” Season Base Rate Calculation – The initial “B” season Base Rate shall be calculated by dividing the total number of Chinook salmon taken incidentally in the Fishery during the prior year’s “B” season by the total number of metric tons of pollock caught in Fishery during the prior year’s “B” season.

6. In-Season Base Rate Calculation – On February 14 of each year and each week thereafter, the RHC Manager shall recalculate the Fishery “A” season Base Rate to reflect the then-current “A” season. On July 15 of each year and each week thereafter, the RHC Manager shall recalculate the Fishery “B” season Base Rate to reflect the then-current “B” season.

7. Bycatch Area Rate Identification – For each week the Fishery “A” and “B” seasons are open to any of the inshore, catcher/processor or mothership components, and for each ADF&G statistical area for which the RHC Manager receives a salmon bycatch report and in which more than two (2) percent of the total number of metric tons of pollock catches occur, the RHC Manager shall calculate the ratio of the three (3) week rolling sum of total number of Chinook salmon taken incidentally to the three (3) week rolling sum of the total number of metric tons of pollock caught (“**Area Rate**”).

8. Core Areas – Relatively high rates of Chinook salmon bycatch historically occur along the eastern Bering Sea outer continental shelf, including approximately 11,280 square miles in the “A” season and 31,655 square miles in the “B” season (the “**Core Areas**”). The Core Areas are identified in Exhibit A to this Agreement.

9. Avoidance Area Map – Beginning on or about January 28, and then each week thereafter for the duration of the fishing year for the Fishery, the RHC Manager shall provide all Parties subject to this Agreement with a map depicting the Bycatch Avoidance Areas (“**Avoidance Area Map**”). The maximum extent of avoidance areas is 1,000 square miles.

10. Fleet Bycatch Performance – On a weekly basis, for each Fleet subject to this Agreement, the RHC Manager shall calculate the ratio of the prior two (2) week rolling sum of the number of Chinook salmon taken incidentally to the prior two (2) week rolling sum of the number of metric tons of pollock caught (“**Fleet Bycatch Performance**”). Assessment of Vessel Bycatch Performance shall begin on or about February 1st during the “A” season, and on or about July 1 during the “B” season.

11. Fleet Bycatch Performance Benchmark – The performance benchmark shall be seventy-five (75) percent of the Base Rate (“**Performance Benchmark**”).

12. Weekly Bycatch Avoidance Area Fishing Notification – For each Fleet subject to this Agreement, the RHC Manager shall determine when that Fleet’s Fleet Bycatch Performance exceeds the Performance Benchmark (“**Weekly Fishing Overage**”). The RHC Manager shall promptly notify the Fleet that it is subject to the Weekly Fishing Overage (“**Weekly Prohibition Notice**”).

Exhibit A
To
MSSIP Rolling Hotspot Closure Program

Core Area Coordinates

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

A and B seasons, Unimak

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

A season, Pribilofs

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

B season, Pribilofs

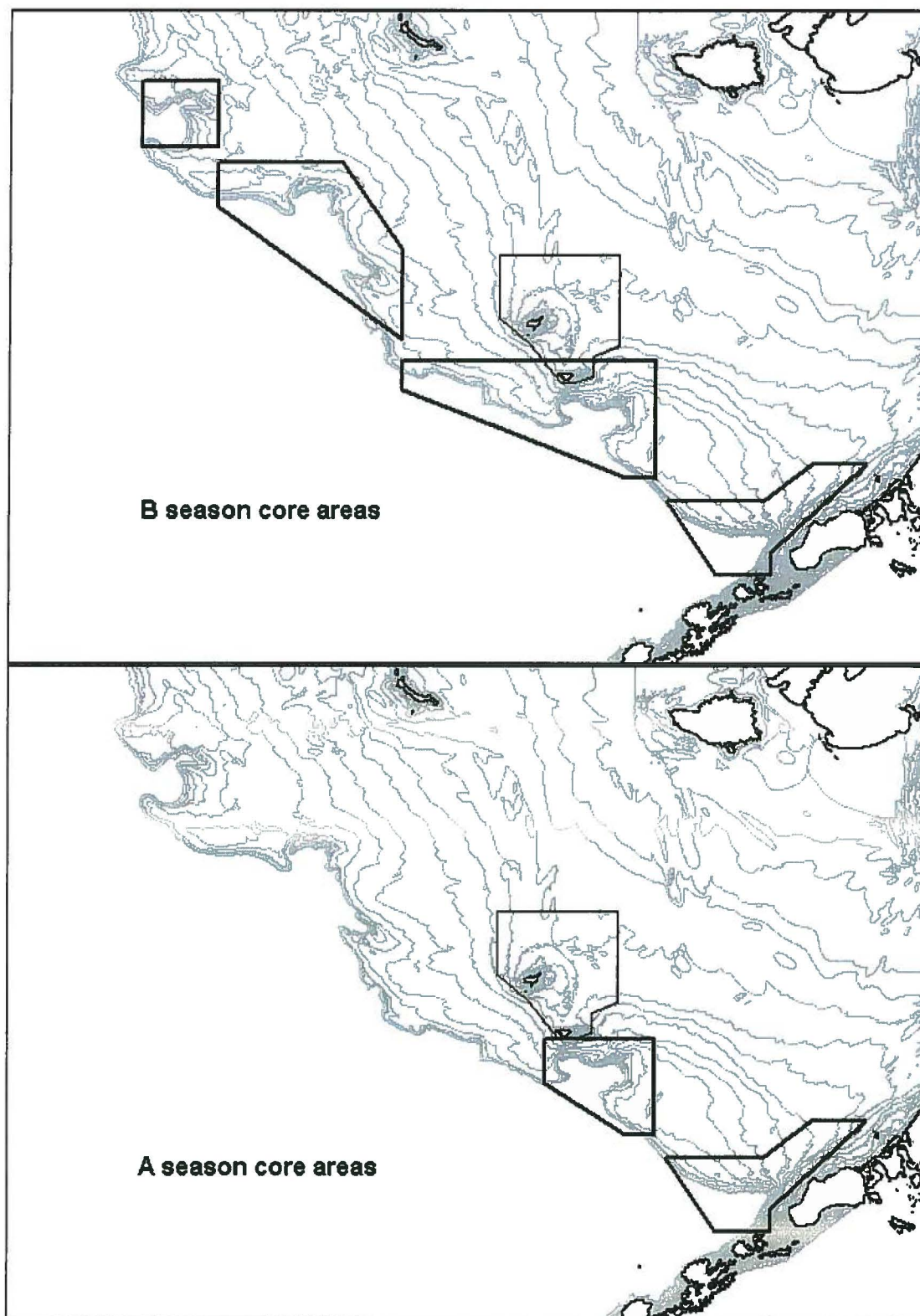
Latitude		Longitude	
56	45	173	0
56	45	167	45
55	25	167	45
55	25	168	20
56	25	173	0

B season Zhemchug

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

B season, Pervenets

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



- a. High Salmon Bycatch Notifications- In the event of salmon bycatch in any tow in excess of acceptable rates established by the Board of Directors, each mothership operator will notify all other Vessels within the Fleet and other Fleets as soon as possible and without delay. Such notifications should be made by email, fax or other method of electronic transmission, containing:
 - i. Set and haul time,
 - ii. Set and haul location,
 - iii. Bottom depth and trawl depth,
 - iv. Metric tons of pollock, and
 - v. Salmon bycatch information (species, number, and rate per metric ton).
- b. Daily Salmon Bycatch Performance Reports- Each mothership operator will exercise all commercially reasonable efforts to report production and salmon bycatch information to the Vessels in its Fleet and to other Fleets daily as soon as reasonably possible upon completion of processing and data collection. Daily production information shall be on a calendar day basis, for fish processed from 0000 hours to 2400 hours. Reports should be made by email, fax or other method of electronic transmission, containing:
 - i. Date,
 - ii. Round weight of pollock deliveries,
 - iii. Chinook and Non-Chinook salmon bycatch data both in actual numbers and as a rate, and
 - iv. Information of any High Salmon Bycatch Notifications.
6. Adaptive Management / Annual Review- The occurrence of salmon bycatch in the Bering Sea pollock fishery is a dynamic system and improvements in the practices and management measures adopted in the MSSIP may be warranted as additional information is learned or under future conditions of the fishery. Accordingly, the IPA Representative and Board of Directors of the Mothership Fleet Cooperative Entity shall annually conduct a review of the previous year's experience under the MSSIP and consider amendments to improve management and adapt to new information.

Appendix F

MOTHERSHIP SALMON SAVINGS INCENTIVE PLAN

BEST MANAGEMENT PRACTICES

The Members acknowledge that fishing practices may affect the rates and amounts of incidental catch of Chinook and Non-Chinook salmon species. The Members therefore commit to exercise reasonable efforts to conduct their fishing practices while fishing in the Mothership directed pollock fishery to minimize the incidental catch of Chinook and Non-Chinook salmon species, by employing the following fishing practices:

1. Test Tows- When a Fleet enters a new fishing area where salmon encounters are not known through current ongoing fishing by catcher vessels, one Vessel in the Fleet shall make a test tow of limited duration to determine whether the Chinook and Non-Chinook salmon bycatch rates in such area are at an acceptable rate before other Vessels in the Fleet set their gear in the same area.
2. Codend Size- Vessels will monitor codend size and consider its impact on salmon bycatch.
3. Tow Time Duration- Vessels will limit tow times to be as short as reasonably possible. Additionally, Vessels agree to closely monitor the effects of short wire time on bycatch and adjust haulback practices to minimize salmon bycatch encounters as much as possible.
4. Use of Salmon Excluders- Each Vessel agrees to use commercially reasonable efforts to use a salmon excluder when fishing in the Bering Sea pollock directed mothership fishery. Salmon excluder technology includes any device or modification to trawl net design incorporated to reduce the bycatch of salmon species that the operator reasonably believes to be effective in minimizing salmon bycatch taking into account the individual operating characteristics of the Vessel from which it is deployed. Each Vessel agrees to report any instances of non-use of a salmon excluder and relevant circumstances during the year within which such instances occur to the IPA Representative.
5. Communication Protocols- Rapid, accurate information sharing is a cornerstone to improved salmon bycatch reduction. Each Vessel agrees to take commercially reasonable actions to obtain as soon as reasonably possible the catch data and other information that may be necessary for effective fishery management. Vessels agree to make such data available to other Vessels within the Fleet and to other active Fleet(s) as soon as reasonably possible after obtaining such data. Fleets shall make the following reports:

Appendix E

MSSIP Transfer Notice

Date of Transfer:

Fleet-Level Transfer From:	Excellence Fleet Golden Alaska Fleet Ocean Phoenix Fleet	To:	Excellence Fleet Golden Alaska Fleet Ocean Phoenix Fleet
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Post-Disaggregation Transfer From: (Vessel)	To: (Fleet, C/P Sector, Inshore Co-op)
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a. Percentage of Mothership Annual Pollock Allocation Harvested to Date:	%
b. Percentage of Mothership Annual Threshold Used to Date:	%
c. Transfer Tax Applied (See Appendix C):	%

d. Number of Chinook Salmon Transferred From:	
e. Transfer Tax Deduction (Chinook Transf. From * c. Transfer Tax Percentage):	-
f. Number of Chinook Salmon Transferred To (d – e):	=

Vessel-Level Transfer (5 or less) from: (Vessel)	To: (Fleet)
Percentage of Fleet's Annual Pollock Allocation Harvested to Date:	%
Percentage of Fleet's Base Cap Used to Date:	%

Fleet Signatures: (Please attach copy of Appendix A signed by all Fleet members)
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Vessel Signature: (For 5 or less Vessel Level Transfer)	Sign:	Print:
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IPA Representative	Sign:	Print:
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