

AGREEMENT BETWEEN THE INTERNATIONAL FISHERIES COMMISSION  
AND THE PACIFIC EXPLORATION COMPANY

Whereas, the Pacific Exploration Company is dispatching the United States vessel ALASKA of the otter trawl type to conduct fishing for crabs and bottom fish with trawl nets and set nets in Bering Sea for one voyage of approximately two months duration, commencing at Astoria, Oregon, on or about July 14, 1947, and

Whereas, it is expected that some halibut will unavoidably be captured incidentally during such fishing operations, and

Whereas, the International Fisheries Commission is responsible for the regulation of the halibut fishery of the Northern Pacific Ocean and Bering Sea, but heretofore has been unable to carry on adequate investigations in Bering Sea, although it has determined that such investigations are highly desirable for the purpose of carrying out the terms of the treaty creating the Commission, and to this end desires to observe the amount and condition of halibut captured with other species by all types of gear, to mark and release live halibut in order to ascertain the relationship existing between the halibut stocks of Bering Sea and in the waters south of the Alaska Peninsula and to collect other biological data from the Bering Sea region, and

Whereas, only the International Fisheries Commission may legally retain and land halibut caught by net or by any vessel with a fishing net on board,

Now, Therefore, it is hereby agreed between said parties:

The Pacific Exploration Company agrees:

1. To provide suitable living accommodations, board and necessary working space on deck for a representative of the International Fisheries Commission on said vessel during said operations.

2. To turn over to said Commission, through the latter's representative, all halibut caught during said operations, and to make all reasonable efforts to land such halibut on deck and deliver them there to the representative of the Commission in condition for marking and releasing.

3. To facilitate in every possible way the marking of halibut and the making of biological observations by the Commission's representative.

4. To clean, dress, preserve in ice or freeze, and deliver and unload at a port of sale for the Commission, such halibut as are caught and are unsuitable for marking.

5. To make the vessel's radio-telephone available to the Commission's representative at all times for communication with the Commission's laboratory in Seattle.

6. To pay all expenses connected with any claims resulting from said operations.

The International Fisheries Commission agrees:

1. To pay the company two dollars and fifty cents per day for

the board of its representative while on said vessel.

2. To pay the company twelve cents (12¢) per pound for legal-sized halibut marked and released by the Commission and eighty per cent (80%) of the proceeds from the sale of legal-sized halibut (including livers and viscera) which cannot be marked and are landed in salable condition.

3. To reimburse the company for the reasonable cost of radio-telephone communications between the Commission's representative on the ALASKA and the Commission's laboratory in Seattle.

#### GENERAL CLAUSES

The company agrees that it will not intentionally fish for halibut but that any capture of halibut will be only such as is in fact incidental to the capture of other species.

All halibut caught during the trip shall immediately become the property of the Commission.

All weights of halibut shall be computed as with heads off and entrails removed, the weights of tagged fish to be calculated from a length-weight table provided by said Commission.

The proceeds from the sale of untagged halibut and of halibut livers and viscera shall be turned over by said Commission to the Pacific Exploration Company and applied against the financial obligations of said Commission under this agreement, any excess of

such proceeds over these obligations to be retained by or returned to the Commission (as the case may be) and any deficit to be made up by the Commission at the termination of this agreement.

This agreement shall apply only to the trip of the ALASKA commencing on or about July 14, 1947, and in so far as it provides for the retention and landing of halibut may be terminated at any time by the Commission's representative if it shall appear to him that the catching of halibut is not in fact incidental to the catching of other species or that any other term of this agreement is being violated (his determination to be conclusive), but such termination shall not prevent the Commission's representative from completing said trip on said vessel or from continuing the Commission's observations of subsequent catches of any kind by said vessel.

The Pacific Exploration Company

Date \_\_\_\_\_

By \_\_\_\_\_

International Fisheries Commission

Date \_\_\_\_\_

By \_\_\_\_\_  
Chairman