

1 **GB Cod Fixed Gear Sector**  
2 **Fishing Year 2017 & 2018**  
3 **Operations Plan and Agreement**  
4

5 *Submitted May 5, 2017*  
6  
7

8 This OPERATIONS PLAN AND AGREEMENT (this "Agreement") is entered into as  
9 of this 1<sup>st</sup> day of May, 2017 by and among the permit owners listed on the  
10 signature pages hereto and any other permit owners that are admitted pursuant  
11 to the terms of this Agreement (each, a "Member" and, collectively, the  
12 "Members").  
13

14 **RECITALS**  
15

16 **WHEREAS**, under Amendment 13 to the Northeast Multispecies Fishery  
17 Management Plan (such amendment shall hereinafter be referred to as  
18 "Amendment 13" and the plan shall be referred to as the "Plan"), and the  
19 regulations promulgated thereunder, a self-selecting co-operative, or "sector," of  
20 fishermen is authorized to submit to the New England Fishery Management  
21 Council (the "Council") a proposal for the allocation of catch or effort of a  
22 regulated groundfish species to such sector;  
23

24 **WHEREAS**, on April 17, 2007, the Members formed a fishery sector through GB  
25 Cod Fixed Gear Sector Inc. (the "Sector"), for the purposes of establishing a  
26 legally responsible entity (i) to obtain an Annual Catch Entitlement ("ACE") of  
27 Georges Bank ("GB") cod from the NOAA Fisheries ("NMFS"), as authorized by  
28 Framework Adjustment 42, and to sub-allocate such ACE among the Members  
29 and/or their permits and vessels, (ii) to participate in Special Access Programs  
30 ("SAPs") or other programs in closed areas to the extent that such SAPs or other  
31 programs are available to the Sector, and (iii) to take such actions as may be  
32 necessary to ensure that the Sector, its Members and their vessels conduct  
33 groundfish harvesting activities in compliance with the Plan, Amendment 13, the  
34 Magnuson-Stevens Fishery Conservation and Management Act (the "Act"),  
35 Framework Adjustment 42, and applicable regulations promulgated by NMFS;  
36

37 **WHEREAS**, in connection with the formation of the Sector, the Members entered  
38 into that certain Operations Plan and Agreement, dated November 22, 2006 (the  
39 "Original Agreement");  
40

41 **WHEREAS**, on April 9, 2010, Amendment 16 to the Northeast Multispecies  
42 Fishery Management Plan ("Amendment 16") authorized new sectors, the  
43 allocation of other groundfish stocks to all sectors, and additional exemptions  
44 from fishery management regulations; and  
45

46 **WHEREAS**, the Members desire to amend and restate the Original Agreement to

1 make certain adjustments thereto and to the Members’ obligations thereunder,  
2 in order to incorporate changes promulgated by Amendment 16 and subsequent  
3 NMFS policies, and to account for the circumstances of the 2015 and 2016  
4 Fishing Years (“FY(s)”).

5  
6 **NOW, THEREFORE**, in consideration of the mutual agreements, covenants,  
7 rights and obligations set forth in this Agreement, the benefits to be derived  
8 therefrom and other good and valuable consideration, the receipt and sufficiency  
9 of which are hereby acknowledged, the parties hereto, intending to be legally  
10 bound hereby, agree as follows:

11  
12  
13 **Article I. Representations and Warranties of the Members.**

14  
15 As of the date hereof, each of the Members represents and warrants to the other  
16 Members and the Sector that:

17  
18 Section 1.01. **Sector Qualification.**

19 To be eligible and recognized, a sector must include three or more persons, none  
20 of whom have ownership interests in at least two other persons' vessels in the  
21 sector. Having an ownership interest in a permit/vessel includes, but is not  
22 limited to, persons or entities who are shareholders, officers, or partners, in a  
23 corporation owning a permit/vessel; who are partners to a permit/vessel owner;  
24 or who, in any way, partly own a permit/vessel. Other factors that may indicate  
25 ownership interest include whether a permit/vessel owner derives any financial  
26 benefit, or exercises any control over, another permit/vessel. NMFS interprets  
27 permit ownership as including permits in Confirmation of Permit History  
28 (“CPH”). The Sector's compliance with the ownership provision is included in  
29 Exhibit E.

30  
31 Section 1.02. **Eligibility.**

32 To be eligible for participation in the Sector each Member must have been issued  
33 a valid limited access multispecies permit with or without documented landings  
34 of regulated species between May 1, 1996, and April 30, 2007, which are the  
35 1996 through 2006 fishing years (such period of time shall hereinafter be  
36 referred to as the “Qualifying Period”). Those Sector permits that committed to  
37 either the Sector or the GB Cod Hook Sector by March 1, 2008 for the 2010 FY  
38 will qualify with landings of GB cod during FY 1996-FY 2001; all other Sector  
39 permits will qualify under the previously-described Qualifying Period. Each such  
40 permit which the Member intends to enroll in the Sector is listed below such  
41 Member’s name on the signature pages and Exhibit B hereto (each, a “Permit”).  
42 Notwithstanding the list of Participating Vessels set forth on the signature pages  
43 hereto, for purposes of this Agreement, “Participating Vessel” shall mean the  
44 vessel to which a Member’s Permit applies at any given time.

1 Section 1.03.           **Organization and Authority.**

2 Each Member (i) to the extent that it is an entity, is duly organized, validly  
3 existing and in good standing in its state of organization and (ii) has all authority,  
4 corporate or otherwise, to enter into this Agreement on its own behalf and on  
5 behalf of the Participating Vessels that it represents. This Agreement constitutes  
6 a legally valid and binding obligation of each Member, enforceable against such  
7 Member in accordance with its terms. Each of the Members represents that its  
8 Participating Vessel(s) and Permit(s) have no sanctions or other restrictions  
9 against them that would prevent such Participating Vessels and Permits from  
10 enrolling in the Sector and/or complying with the terms of this Agreement.  
11  
12

13 **Article II. Membership.**

14  
15 Section 2.01.           **Voluntary Membership.**

16 Participation in the Sector is completely voluntary among the Members, their  
17 Permits and the related Participating Vessels.  
18

19 Section 2.02.           **Scope of Membership Obligations.**

20 The obligations of the Members set forth in this Agreement shall only apply to  
21 the Permits and Participating Vessels and not to any other permits or vessels  
22 owned by the Members that are not enrolled in the Sector pursuant to the terms  
23 hereof to the extent that such Permits or Participating Vessels are fishing  
24 commercially (i) with gear that is capable of harvesting regulated multispecies  
25 managed under the Plan. Notwithstanding the foregoing, each Member is  
26 required to provide the Manager with the information requested in Exhibit D,  
27 including but not limited to a list of all federal and state permits assigned to  
28 participating vessels. Sector Members, from time to time, may be permitted to  
29 participate in SAPs or any other pilot program, or to access any closures as  
30 authorized by NMFS. It may be necessary to expand the scope of the  
31 membership obligations hereunder, in order to ensure that the Sector and its  
32 Members are in compliance with the rules and regulations. Therefore, the  
33 Members hereby agree to execute any amendments or supplements to this  
34 Agreement, which may reasonably be requested by the Sector or the Sector  
35 Manager in order to comply with the rules and regulations, including, without  
36 limitation, any amendments or supplements that expand the scope of the  
37 membership obligations hereunder to apply to vessels and/or permits that are  
38 not enrolled in the Sector.  
39

40 Section 2.03.           **Length of Commitment.**

41 Each Member hereby agrees to cause each of its Permits and any related  
42 Participating Vessels to remain enrolled in the Sector for the entire fishing year  
43 following the date on which such Member enrolled in the Sector (the  
44 “Commitment Period”); provided, however, that if NMFS shall not approve the  
45 Sector’s Operations Plan and Agreement, as the same may be amended, for any  
46 fishing year during a Member’s Commitment Period, then the obligation of such

1 Member under this Section 2.03 shall terminate on the last day of the last fishing  
2 year for which the Sector's Operation Plan and Agreement shall have received  
3 approval from NMFS. Each Member further agrees that if its Permit leaves the  
4 Sector for any reason during the Commitment Period, (i) such Member shall be  
5 subject to penalties as described on the Schedule of Penalties (as hereinafter  
6 defined) and (ii) such Member, its Permit, any permit in which the Member has  
7 a business interest, and the related Participating Vessel shall be ineligible to  
8 participate in the Sector for a period of five (5) years following the date of such  
9 departure from the Sector. This provision should be considered exclusive to the  
10 administration of the Sector and would therefore not be subject to NMFS  
11 enforcement.

12  
13 Each Member acknowledges and agrees that 50 CFR 648.87 requires that each  
14 of its Permits and the related Participating Vessels must remain in the Sector for  
15 the entire fishing year in which such Permits and/or Participating Vessels are  
16 enrolled in the Sector, and that each Member's Participating Vessels may not  
17 fish outside the Sector under a multispecies DAS program during any fishing  
18 year in which its Permits and/or Participating Vessels are enrolled in the Sector.  
19 Notwithstanding the foregoing requirements, a Member that executes this  
20 Agreement prior to the time the final Annual Catch Entitlement ("ACE") is  
21 provided to the Sector by NMFS, may terminate the Agreement without penalty  
22 within fourteen (14) days of the initial ACE has been promulgated by NMFS  
23 and/or the Council unless otherwise prohibited by Sector policy. This provision  
24 should be considered exclusive to the administration of the Sector and would  
25 therefore not be subject to NMFS enforcement.

26  
27 Section 2.04.        **New Members.**

28 The owner of a permit that is eligible under the criteria set forth in Section 1.01  
29 and 1.02 hereto, but that is not enrolled as a Member (and/or whose permit is  
30 not so enrolled) may apply to the Board (as hereinafter defined) for membership  
31 in the Sector. Such application shall be made in writing and shall include  
32 evidence of eligibility. The Board shall, in its reasonable discretion, determine  
33 whether the applicant shall be admitted as a Member of the Sector and/or its  
34 permit included as a Permit. Notwithstanding the foregoing, no such admission  
35 shall be effective until such new Member has agreed in writing to be bound by,  
36 and to cause its Permit and/or Participating Vessel to comply with, the terms of  
37 this Agreement, and until the provisions of this Agreement shall have been  
38 amended or modified to reflect such additional Member, Permit and/or  
39 Participating Vessel. This provision should be considered exclusive to the  
40 administration of the Sector and would therefore not be subject to NMFS  
41 enforcement.

42  
43 Section 2.05.        **Permit Transfers.**

44 Each Member agrees that so long as it is a party to this Agreement, such Member  
45 (i) shall not have the authority to sell, lease or transfer the ownership of its Permit  
46 to a party that is not or does not agree in writing to be bound by this Agreement

1 for the remainder of the fishing year in which such sale, lease or transfer is to  
2 occur, (ii) shall not transfer, lease or assign any DAS allocated to its Permit by  
3 NMFS to any permit not enrolled in an approved sector, and (iii) shall comply  
4 with the right of first refusal provisions of Section 2.06 hereof prior to the  
5 consummation of any proposed sale, lease or transfer permitted hereunder. To  
6 the extent that a Member sells, leases or transfers its Permit to another  
7 individual or entity (a "Transferee") in compliance with the foregoing sentence,  
8 then (a) such Transferee shall only be permitted to participate in the Sector for  
9 the remainder of the fishing year in which the transfer occurred (the "Transfer  
10 Year") and (b) prior to the commencement of the fishing year immediately  
11 following the Transfer Year, the Transferee must apply for admission to the  
12 Sector pursuant to the provisions of Section 2.04 hereof in order to be admitted  
13 to the Sector as a Member. For the avoidance of all doubt, for the purposes of  
14 calculating a Member's Commitment Period under Section 2.03 hereof, no  
15 portion of a Transfer Year shall be included in such calculation.

16  
17 Section 2.06.           **Right of First Refusal – Permanent Permit Transfer.**

18 In the event that any Member (a "Transferring Member") at any time proposes to  
19 sell, transfer or lease (a "Transfer") its Permit to any proposed Transferee who  
20 shall make a good faith, bona fide written offer therefore (a "Bona Fide Offer"),  
21 then the Transferring Member shall first deliver to the Sector a written notice  
22 ("First Refusal Notice") that the Transferring Member proposes to make such  
23 Transfer, which First Refusal Notice shall (i) state the identity of the prospective  
24 Transferee, (ii) state the amount of consideration for the Permit and the material  
25 terms and conditions upon which the proposed Transfer is to be made (the date  
26 on which the Sector receives the First Refusal Notice being the "First Refusal  
27 Notice Date"), (iii) represent that the Bona Fide Offer is an actual bona fide offer,  
28 and (iv) include a copy of any written proposal, letter of intent or other agreement  
29 relating to the Bona Fide Offer. The Sector shall have a period of 5 business  
30 days following the First Refusal Notice Date (the "Election Period") in which to  
31 elect to purchase or lease the Permit at the price and subject to the same material  
32 terms and conditions set forth in the First Refusal Notice. The Sector shall  
33 exercise its right to purchase or lease such Permit by delivering a written notice  
34 ("Election Notice") to the Transferring Member within the Election Period. In the  
35 event that the Sector desires to purchase the Permit, then the parties shall  
36 schedule a closing for the payment for, and the delivery of, the Permit, which  
37 shall be no later than 90 calendar days after the First Refusal Notice Date. The  
38 Transferring Member agrees to enter into and deliver an agreement for the benefit  
39 of the Sector, containing standard and customary representations, warranties,  
40 covenants and indemnities by the Transferring Member for the benefit of the  
41 Sector. If the Sector has not elected to purchase the Permit within the Election  
42 Period, then the Transferring Member is free to Transfer the Permit to the  
43 Transferee; provided that such Transfer is on the terms and conditions specified  
44 in the First Refusal Notice. If the proposed Transfer is not consummated within  
45 90 calendar days following the termination of the Election Period, the  
46 Transferring Member may not Transfer the Permit without complying again with

1 all the provisions of Section 2.05 and this Section 2.06. This provision should  
2 be considered exclusive to the administration of the Sector and would therefore  
3 not be subject to NMFS enforcement.

4  
5 Section 2.07.       **Membership Dues.**

6 The Sector shall, to the extent necessary for the payment of the costs and  
7 expenses associated with the administration and management of the Sector  
8 (including but not limited to the payment of the Manager’s salary and payment  
9 of outstanding loans and debts), require the payment by the Members of annual  
10 membership dues and/or poundage fees. Such annual membership dues  
11 and/or poundage fees shall be fixed by resolution of the Board prior to the  
12 commencement of the applicable fishing year or at such other time as the Board  
13 may deem necessary or appropriate. This provision should be considered  
14 exclusive to the administration of the Sector and would therefore not be subject  
15 to NMFS enforcement.

16  
17 Section 2.08.       **Disclosure Agreement.**

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

35  
36 All confidential Sector data may be released to the Sector Manager, or designated  
37 sector employee(s). This statement applies to all confidential data for a two-year  
38 time period encompassing FYs 2017 and 2018.

39  
40 **Article III. ADMINISTRATION**

41  
42 Section 3.01.       **Sector Manager.**

43 The Board of Directors (the “Board”) of the Sector shall appoint a manager of the  
44 Sector (the “Manager”), which Manager shall have the authority to manage the  
45 day-to-day business of the Sector and to act as its designated agent for service  
46 of process. The Sector plans to maintain Marjorie DeBrosky as Manager for FYs

1 2017 and 2018.

2  
3 Section 3.02.       **Manager Authority.**

4 The Manager shall have the authority (i) to monitor the activities of the Members  
5 and the Participating Vessels and to take such other actions as may be necessary  
6 to ensure compliance by the Members and their Permits and Participating  
7 Vessels with this Agreement and other Sector requirements as may be adopted  
8 under the terms of this Agreement or the Sector’s Bylaws, as well as applicable  
9 laws, rules and regulations, and (ii) subject to the authority of the Board or a  
10 committee delegated thereby pursuant to Section 3.03 of this Agreement, the  
11 Sector’s Bylaws or any other agreement relating to the Sector’s internal  
12 governance, to enforce this Agreement, including specifically, without limitation,  
13 the authority to impose penalties set forth in the Schedule of Penalties (as  
14 hereinafter defined). The Manager shall also act as the liaison between NMFS  
15 and the Sector.

16  
17 Section 3.03.       **Infractions Committee.**

18 The Board shall appoint an Infractions Committee (the “Committee”) to ensure  
19 fair, consistent and appropriate enforcement of this Agreement, the Harvesting  
20 Rules, the DAS (as hereinafter defined) requirements set forth on Exhibit C  
21 hereto, the Plan, the Framework Adjustment and other Sector requirements as  
22 may be adopted under the terms of this Agreement or the Sector’s Bylaws. The  
23 Committee shall be comprised of five (5) Members of the Sector. Board members  
24 shall not be eligible for appointment to the Committee. The Committee shall  
25 prepare and recommend to the Board for its approval a schedule of penalties,  
26 which shall be similar in form to Exhibit A hereto (the “Schedule of Penalties”),  
27 for any unauthorized fishing activities (whether under applicable laws, rules and  
28 regulations or otherwise) and for violations of this Agreement, the Harvesting  
29 Rules, the DAS (as hereinafter defined) requirements set forth on Exhibit C  
30 hereto, the Plan, the Framework Adjustment and other Sector requirements as  
31 may be adopted under the terms of this Agreement or the Sector’s Bylaws. The  
32 Board shall review and approve any Schedule of Penalties prepared and  
33 recommended by the Committee prior to the commencement of the fishing year  
34 for which such Schedule of Penalties has been prepared. If such a decision is  
35 not made prior to the start of the fishing year, the previous year’s Schedule of  
36 Penalties will remain in place. In addition, the Committee, on its own or at the  
37 request of a Manager or Member pursuant to Section 3.04 hereof, shall have the  
38 authority to take any number of enforcement measures against the Members for  
39 the non-payment of membership dues and/or poundage fees. Such enforcement  
40 measures may include requesting expulsion of the violating Member under  
41 Section 7.02 and issuing a “stop fishing” order against such Member.

42  
43 Section 3.04.       **Procedures for Investigations.**

44 In addition to the Manager’s authority to impose penalties under the Schedule  
45 of Penalties pursuant to Section 3.02 hereof, the Manager may, on his own, and  
46 shall, at the request of a Member, request that the Committee conduct an

1 investigation of possible infractions of the Agreement, the Harvesting Rules, the  
2 Plan, the Framework Adjustment or other Sector requirements as may be  
3 adopted under the terms of this Agreement or the Sector's Bylaws, by calling a  
4 meeting of the Committee and presenting it with the information that is the basis  
5 for the Manager's or Member's opinion that an infraction occurred. The  
6 Committee shall operate as a "blind" committee, such that the identity of the  
7 Member, Permit and/or Participating Vessel under consideration shall only be  
8 known to the Manager. The Committee shall assign a number of its members,  
9 which constitutes no more than 50% of the Committee, and the Manager, to  
10 investigate the matter further and to recommend action, if any, to the full  
11 Committee. Such Committee member assignments shall be rotated. If, upon  
12 the conclusion of such investigation, the Committee determines by an affirmative  
13 vote of a majority (51%) of its members that a violation of this Agreement, the  
14 Harvesting Rules, the Plan, the Framework Adjustment or other Sector  
15 requirements (as may be adopted under the terms of this Agreement or the  
16 Sector's Bylaws) has occurred, it may, and is hereby given the authority to (in  
17 addition to the imposition of any penalties prescribed in the Schedule of  
18 Penalties), invoke sanctions, ranging from letters of warning to reductions in  
19 allocation of days-at-sea allotted ("DAS") to the Member, its Permits and its  
20 Participating Vessels by the Sector, allocation seizures, or issue stop fishing  
21 orders. The Committee shall exercise all reasonable efforts to ensure that  
22 penalties and settlements are commensurate with the nature and extent of the  
23 violation, are designed to further the purposes of the Plan, the Framework  
24 Adjustment, Amendment 13 and Amendment 16, and are uniform with those  
25 reached in similar circumstances. All appeals from such Committee action shall  
26 be taken in accordance with Section 7.04 hereof. Each of the Members agrees  
27 to cooperate fully with the Manager and the Committee in such investigations  
28 and procedures (including cooperation with any requests for information or data  
29 that may be made by the Manager or the Committee).

30

31 Section 3.05.       **Sector Reporting Requirements.**

32 Within 60 days of the end of the fishing year or at a time determined by NMFS,  
33 the Manager shall prepare and submit to the Council and NMFS an annual year-  
34 end report on the fishing activities of its Members, including the number of  
35 Sector vessels that fished for regulated groundfish, the permit and MRI numbers  
36 of those vessels, the number of vessels that fished for other species, the method  
37 used to estimate in-season discard rates as provided by NMFS, the landing ports  
38 used by Sector vessels while landing regulated groundfish, the harvest levels of  
39 all regulated groundfish species by Sector vessels (landings and discards by gear  
40 type), any enforcement actions taken against the Members, their Permits or  
41 Participating Vessels, and any other information requested by the Regional  
42 Administrator.

43

44 In addition to the annual report, the Manager or his designee shall, on a weekly,  
45 or daily, basis, transmit to NMFS the following reports:

46

1 Sector Manager ACE Status Report: The ACE Status Report provides the means  
2 for sector managers to report their ACE status calculations. This allows NMFS  
3 to cross-check totals, as stipulated in Amendment 16. Additionally, the Sector  
4 Manager Daily ACE Status Report provides the means for sector managers to  
5 report their ACE status calculations on a daily basis if the “trigger point”  
6 (threshold) has been reached in the current fishing year (see below).  
7

8 Sector Manager Detail Report: The Sector Manager Detail Report provides  
9 information down to the sub-trip level about each sector trip for a given week,  
10 regardless of the completeness of the data. The information includes stock, gear,  
11 mesh categories, landing amounts, discards, and total catch.  
12

13 Sector Manager Trip Issue Report: The Sector Manager Trip Issue Report  
14 provides information about sector trips for a given week that have enforcement  
15 or other issues. Weekly reports must include any enforcement or reporting  
16 compliance issues, including violations of Operations Plans (exclusive of defined  
17 administrative provisions), violations of regulations, or general problems with  
18 monitoring or sector operations during the reporting period. The Sector Manager  
19 Trip Issue Report allows the sector to briefly describe to NMFS any enforcement  
20 or reporting compliance issues, violations of sector operations plan and  
21 regulations, and general problems with monitoring or sector operations during  
22 the reporting period. The sector manager submits one Issue Report per reporting  
23 period.  
24

25 The NMFS JIRA issue tracking application will be used to report all data quality  
26 issues to the appropriate personnel for research and correction activities.  
27 Provided the issues are directed to the appropriate personnel in a timely manner  
28 and that claimed corrections are actually completed to the satisfaction of the  
29 Sector, JIRA may allow issues to be well-monitored throughout the correction  
30 process.  
31

32 Such administrative provisions include but are not limited to internal Sector  
33 reporting and financial requirements, and general violations of internal Sector  
34 agreements/policies.  
35

36 The reporting frequency for the Sector Manager’s ACE Status Report will be  
37 increased to daily when 90% of any of the Sector’s ACEs is reached. The Sector  
38 Manager, or a designated representative, must notify NMFS immediately by  
39 email if the threshold that triggers daily reporting has been reached. During the  
40 period when a sector has reached or exceeded 90% of any of its ACEs, a daily  
41 ACE Status Report must be submitted only on a day when a member vessel  
42 lands, or when the sector engages in an ACE transfer of a stock that is exceeding  
43 the 90% threshold. An alternative threshold for triggering daily reporting may  
44 be implemented if agreed upon by the Sector and NMFS. The Sector Manager,  
45 or a designated representative, must notify NMFS immediately by email if 100%  
46 of any ACE is achieved or exceeded. In the event that any of the Sector’s ACEs

1 are reached, the Sector Manager will issue a “stop fishing” order against all  
2 Members for the appropriate Broad Stock Area until such time as more ACE can  
3 be acquired.

4  
5 The Manager will submit required reports using the format and procedure  
6 prescribed by NMFS.

7  
8 More detailed information on the requirements for the weekly reports can be  
9 found in the Fisheries Data Services Division (FDSD) Publication: “Preparing the  
10 Sector Manager Report,” available online at  
11 [www.nero.noaa.gov/sfd/SectorManagers.html](http://www.nero.noaa.gov/sfd/SectorManagers.html)

12  
13  
14 **Section 3.06. Inshore Gulf of Maine (GOM) Declaration Program.**

15 Contingent upon implementation and enforcement of this provision by 100% of  
16 the additional approved sectors in FYs 2017 and 2018, Members agree to the  
17 following:

- 18 1. For the purpose of this declaration, the portion of Broad Stock Area (BSA)  
19 1 West of 70:15 to the shoreline north to the Maine Coast and South to  
20 Cape Cod would be defined as “Inshore GOM.”
- 21 2. When an observer/monitor is onboard:
  - 22 o The Members may declare and fish in all Broad Stock Areas (BSAs),  
23 including the portion of BSA1 defined as the Inshore GOM defined  
24 in this section, and fishing activity may occur in any declared BSA.
- 25 3. When an observer/monitor is not onboard:
  - 26 o If the Members intend to fish West of the 70:15 in the area described  
27 above as the Inshore GOM, at any time during the trip, the Member  
28 must declare BSA 1 only, and the Member may not conduct any  
29 fishing activity outside of the area defined as BSA 1 for the entire  
30 trip.
  - 31 o If the Member declares more than one BSA on the trip, the Member  
32 is prohibited from conducting fishing activity West of the 70:15 in  
33 the area described above as the Inshore GOM and the Member must  
34 indicate acknowledgement of this restriction by transmitting a Trip  
35 Start Hail, through their VMS unit or third party software, and check  
36 the “b. Inshore Gulf of Maine” from the list of Sector Ops Plan  
37 Provisions in the Trip Start Hail.

38  
39  
40 **Article IV. ANNUAL CATCH ENTITLEMENT / QUOTA MONITORING.**

41  
42 **Section 4.01. Sector Allocation.**

43 The Sector will be allocated an ACE of all allocated regulated groundfish stocks  
44 pursuant to Amendment 16. Such allocation shall include stocks that are  
45 managed under the terms of the US/CA Resource Management Understanding  
46 (“EUSCA”), as applicable. For those permits that committed to the Sector as of

1 March 1, 2008, the proportional Sector ACE will be calculated based on landings  
2 of GB cod during the period FY 1996-FY 2001, divided by the total landings of  
3 GB cod during that period. For all other Sector permits, the proportional ACE  
4 will be calculated based on the landings of GB cod during the period FY 1996-  
5 FY 2006, divided by the total landings of GB cod during that period but  
6 proportionately reduced by the amount of the permits that received PSCs based  
7 on landings of GB cod during the period FY 1996-FY 2001. Sector ACE for  
8 additional groundfish stocks (i.e. not GB cod) allocated by Amendment 16 will  
9 be based on the landings history of each permit during the time period FY 1996-  
10 FY 2006.

11  
12 Section 4.02.           **Annual Distribution.**

13 Each Member hereby acknowledges and agrees that the ACE of all stocks, as  
14 authorized by Amendment 16, the Framework Adjustment and NMFS to the  
15 Sector, shall be harvested in accordance with the Harvesting Rules, which are  
16 set forth as Exhibit C hereto. Each Member agrees to, and agrees to cause its  
17 Participating Vessels to, exercise all commercially reasonable efforts to (i) assist  
18 in harvesting an amount of regulated groundfish stocks allocated by Amendment  
19 16 equal to, but not greater than, the ACE for each stock, as further set forth on  
20 Exhibit C, unless additional ACE can be acquired, and (ii) to comply with all of  
21 the other Sector requirements set forth on Exhibit A and Exhibit C hereto. If at  
22 any time during the fishing year the Board determines that the ACE may not be  
23 fully harvested, the Board shall, subject to the provisions of Section 4.02,  
24 redistribute the ACE, through weekly quota targets or otherwise, to ensure that  
25 the ACE is fully harvested. In addition, to the extent that the ACE is adjusted  
26 upward or downward after the commencement of any fishing year, whether by  
27 the authority of NMFS, by framework adjustment or by other regulatory action,  
28 the Board shall have the authority to redistribute the adjusted ACE through  
29 DAS, weekly quotas or otherwise, to ensure that the adjusted ACE is properly  
30 harvested by the Members.

31  
32 Prior to the commencement of the FY, the Board shall make an initial  
33 distribution of the Sector's ACE to Members based on the Members' fishing  
34 history. After the initial allocation of individual ACE is made, and at any time  
35 during the fishing year, Members are free to pool, transfer, or lease any ACE  
36 attributed to their Permit(s) to any other Member subject to advance approval of  
37 Manager. Such requests shall be made in writing to the Manger in a timely  
38 manner. This provision should be considered exclusive to the administration of  
39 the Sector and would therefore not be subject to NMFS enforcement.

40  
41 Members with or without ownership interests in multiple Permits may  
42 consolidate individual ACE to harvest from a single or fewer vessels. Such  
43 consolidation shall be approved by the Manager prior to validation, and requests  
44 shall be made to the Manager in a timely manner. ACE from Vessels designated  
45 as "Lease Only" (Exhibit D) may be leased by Vessels designated as "Active  
46 Commercial Groundfish." Vessels that plan to target species other than

1 allocated groundfish (i.e. Spiny Dogfish, Winter Skate) may redistribute ACE to  
2 those Vessels that plan to target allocated groundfish, while maintaining enough  
3 ACE to cover actual and assumed non-target interactions.

4  
5 In FY2016, approximately 41% of the permits enrolled in the Sector for FYs 2017  
6 and 2018 are attached to vessels actively fishing for NE multispecies. For FYs  
7 2017 and 18, the Sector has 116 permits currently enrolled. Of those, 47 permits  
8 affiliated with 23 vessels are anticipated to actively fish for NE groundfish in FYs  
9 2017 and 2018. While these numbers may change, the Sector expects that,  
10 compared to FY 2016, there would be little to no change from the consolidation  
11 that previously occurred among Members. The member permits that are not  
12 attached to active NE multispecies vessels in FYs 2017 and 2018 are the same  
13 permits that did not fish in FY2016. In most cases, a Member who owns multiple  
14 permits fished the ACE (or DAS if in the Common Pool) of all those permits on a  
15 single hull and will now continue to fish the ACE contributed by all those permits  
16 on the same single hull, resulting in little-to-no additional consolidation.

17  
18 Section 4.03.        **Reserve.**

19 Each Member agrees that the Board shall, in its sole discretion, establish a  
20 reserve for each allocated stock in order to ensure that the Sector remains in  
21 compliance with its ACE limits; provided, however, that such reserves shall not  
22 exceed twenty (20) percent of any ACE. The amount of the reserve shall be  
23 deducted at the beginning of the fishing year from each Member's permit on a  
24 pro rata basis once ACE has been distributed to the Members. This provision  
25 should be considered exclusive to the administration of the Sector and would  
26 therefore not be subject to NMFS enforcement.

27  
28 Section 4.04.        **Release of Reserve.**

29 If the Board, subsequent to the establishment of a reserve pursuant to Section  
30 4.03 hereof, determines that the ACE, as adjusted pursuant to Section 4.03, will  
31 be fully harvested by the Participating Vessels, the Board shall, at its discretion,  
32 release and authorize the harvesting of the reserve so as not to exceed the ACE  
33 for any species unless additional ACE can be acquired. This provision should  
34 be considered exclusive to the administration of the Sector and would therefore  
35 not be subject to NMFS enforcement.

36  
37 Section 4.05.        **ACE Transfer.**

38 Members acknowledge that ACE transfer from the Sector to another sector will  
39 only be carried out in a manner authorized by NMFS and in accordance with this  
40 Agreement. If a Member seeks to transfer ACE attributed to its permit to another  
41 sector, that Member shall submit an ACE transfer request to the Manager at  
42 least seven (7) days in advance of the desired transfer date. Transfer requests  
43 to be completed sooner than seven (7) days may be accepted by the Manager and  
44 approved on a case-by-case basis. Such transfer request must receive approval  
45 of the Board and will only be transmitted to NMFS after such Board approval.  
46 An ACE transfer from the Sector will only be finalized after NMFS approval and

1 all parties are notified. Any ACE transfer must adhere to any internal transfer  
2 policies, including but not limited to a Right of First Refusal policy, as approved  
3 by the Board. This provision should be considered exclusive to the  
4 administration of the Sector and would therefore not be subject to NMFS  
5 enforcement.

6  
7 Section 4.06.           **ACE Carryover.**

8 If the Sector expects to have unused ACE at the end of the fishing year, an  
9 amount not to exceed ten (10) percent of the original Sector ACE may be carried  
10 forward into the next fishing year, unless otherwise determined by NMFS. Prior  
11 to such a carryover, the Board shall determine whether unused ACE is needed  
12 to cover existing or potential ACE overages.

13  
14 Section 4.07.           **ACE Overage.**

15 The Sector is responsible for preventing ACE overages during the fishing year.  
16 The Sector must cease all fishing operations in the appropriate stock area when  
17 the Sector achieves or exceeds any ACE. The Sector may acquire additional ACE  
18 to resume fishing in that stock area and to avoid an ACE deduction for the  
19 following fishing year. NMFS may find Members and the Sector jointly and  
20 severally liable for, among other violations, any ACE overage and may assess  
21 penalties accordingly. If ACE is exceeded, the overage shall be deducted from  
22 the following year's ACE.

23  
24 An ACE overage is defined as the catches by Sector vessels that exceed the ACE  
25 possessed by the Sector after considering all ACE transfers that take place for  
26 the current FY (including those that occur up to 2 weeks into the following FY,  
27 as allowed by the NMFS ACE transfer provisions).

28  
29 The Member is responsible for preventing individual ACE overages during the  
30 fishing year. The Member must cease all fishing operations in the appropriate  
31 stock area when the Member achieves or exceeds any ACE, unless otherwise  
32 determined by the Board. The Member may acquire additional ACE to resume  
33 fishing in that stock area and to avoid an ACE deduction for the following fishing  
34 year. If any Member exceeds its allocation of ACE, it may be subject to penalties  
35 in accordance with Exhibit A and may have its future allocation reduced by an  
36 amount equal to the overage or more. This provision should be considered  
37 exclusive to the administration of the Sector and would therefore not be subject  
38 to NMFS enforcement.

39  
40 If a Member that causes the Sector to exceed any ACE leaves the Sector the  
41 following year, any reduction in the Sector's ACE or reduction in DAS will follow  
42 that Member's permits that left the Sector in the form of DAS reductions if the  
43 Member joins the Common Pool, or pound-for-pound ACE reduction in a new  
44 sector. Additional penalties may also be invoked by the Board in accordance  
45 with Exhibit A.

1 NMFS will withhold 20 percent of each ACE at the beginning of the fishing year  
2 for a period of 61 days to allow time to process any year-end transfers of ACE  
3 and to determine whether any reductions in ACE are necessary due to overage  
4 in the previous year, unless otherwise determined by NMFS.

5  
6 Section 4.08.           **Available ACE.**

7 For a Member to be able to fish commercially with any gear capable of harvesting  
8 regulated groundfish species, both the Member and the Sector must have  
9 available ACE. Alternately, the Member may draft an internal ACE trade  
10 agreement with another Member to “cover” harvested ACE. This provision  
11 should be considered exclusive to the administration of the Sector and would  
12 therefore not be subject to NMFS enforcement.

13  
14 Further, ACE must be available to account for interactions with allocated  
15 regulated groundfish stocks in non-target fisheries in which groundfish catch  
16 applies to the Sector’s ACEs, including directed monkfish and skate trips, which  
17 are likely to be taken by Members. All monitoring and reporting requirements  
18 will be maintained in non-target fisheries to account for available ACE.

19  
20 Section 4.09.           **Discards.**

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

29  
30  
31 **Article V. VESSEL OPERATIONS AND EXEMPTIONS / GEAR**  
32 **REQUIREMENTS.**

33  
34 Section 5.01.           **Proof of Sector Membership.**

35 Each Member agrees that its Participating Vessels shall maintain on-board at all  
36 times a Letter of Authorization from NMFS verifying such Participating Vessels’  
37 participation in the Sector, contact information for the Manager, and a copy of  
38 the Operations Plan and Agreement in effect for the current fishing year, except  
39 when such Participating Vessels are fishing as charter/party vessels. Upon  
40 approval, each sector vessel will be issued a Letter of Authorization (LOA)  
41 specifying the exemptions granted. Vessels must comply with all requirements  
42 stipulated in the LOA and all applicable Federal regulations and laws not  
43 specifically exempted in the LOA.

44  
45 Section 5.02.           **Gear Restrictions.**

46 Each Member agrees that its Participating Vessels shall not fish for regulated

1 groundfish species with any gear other than rod-and-reel/(jigs), demersal  
2 longline, handgear, sink gillnets, or otter trawl.

3  
4 Section 5.03.       **Stock Areas.**

5 Each Member agrees that it shall not fish commercially with gear that is capable  
6 of harvesting regulated groundfish species unless the Member has available ACE  
7 for all stocks for the area being fished or such an agreement as mentioned above.  
8 To the extent that ACE availability allows, Sector members would fish within the  
9 entire range of the Northeast Multispecies Complex – the Gulf of Maine Regulated  
10 Mesh Area (RMA), the Georges Bank RMA, and the Southern New England RMA.  
11 Primary fishing effort would occur in the Georges Bank RMA, with secondary  
12 effort occurring in the Gulf of Maine RMA and Southern New England RMA.

13  
14 Section 5.04.       **Operators.**

15 Each Member agrees to ensure that any operators of its Participating Vessels  
16 fully comply with the obligations and restrictions set forth in this Agreement as  
17 they may be modified from time to time by the Board. Each Member further  
18 agrees to accept responsibility hereunder for the actions of any such operators  
19 that result in a violation of this Agreement. This provision should be considered  
20 exclusive to the administration of the Sector and would therefore not be subject  
21 to NMFS enforcement.

22  
23 Section 5.05.       **Designated Landing Ports.**

24 To enable the Members and the Manager to monitor, observe and verify catches,  
25 each Member agrees that each of its Participating Vessels will offload catch in  
26 the following designated ports:

- 27 • Aunt Lydia’s Cove, Chatham, MA;
- 28 • Stage Harbor, Chatham, MA;
- 29 • Saquatucket Harbor, Harwich, MA;
- 30 • Allen’s Harbor, Harwich, MA;
- 31 • Wychmere Harbor, Harwichport, MA;
- 32 • Sesuit Harbor, Dennis, MA;
- 33 • Gloucester, MA;
- 34 • Barnstable Harbor, Barnstable MA;
- 35 • Hyannis, MA;
- 36 • Plymouth Harbor, Plymouth, MA;
- 37 • Provincetown, MA;
- 38 • Sandwich, MA;
- 39 • Scituate, MA;
- 40 • Woods Hole, MA;
- 41 • Portland, ME.

42  
43 Section 5.06.       **Landing Port Exceptions.**

44 Landings in ports, remote or otherwise, other than those listed in Section 5.05  
45 hereof are permitted on a temporary, case-by-case basis, for the purpose of

1 promoting safety at sea and protecting vessel and crew. Should a Member need  
2 to enter port somewhere other than a designated landing port, the Member shall  
3 contact the Manager through email or phone as soon as it is safe to do so. The  
4 Manager shall notify NOAA fisheries via email of all landing port exceptions,  
5 which would include but would not be limited to the number of landing port  
6 exemptions granted to a vessel more than one time per month and the  
7 anticipated timeframe for which landing port exemptions are to be granted if that  
8 timeframe is greater than two days, including until further notice.

9  
10 Section 5.07.           **Observed Offloading.**

11 Each Member agrees that, in order to enhance the monitoring and enforcement  
12 of the provisions in this Agreement, the Manager may request that an observer  
13 be present during offloading operations. If such a request is made, each Member  
14 agrees not to permit its Participating Vessel(s) to offload retained catch until the  
15 Manager or his designee is present. In such instance, a contract will be executed  
16 and arrangements will be made between a provider and the sector, independent  
17 from existing NEFOP observer and ASM monitoring programs.

18  
19 Section 5.08.           **Advanced Notice of Offloading.**

20 Vessels shall notify the Manager and/or NMFS Office of Law Enforcement (“OLE”)  
21 through the vessel’s Vessel Monitoring System (“VMS”) or other means at least 6  
22 hours prior to landing for trips greater than 6 hours in length. For trips less  
23 than 6 hours in length or occurring within 6 hours of port, the estimated time of  
24 arrival to port will be provided in the trip start hail, if required. The trip end hail  
25 will be sent upon completion of the last tow or haul with required updated  
26 information. An alternative timing for the trip end hail may be implemented if  
27 agreed upon by the Sector and NOAA fisheries.

28  
29 Section 5.09.           **Redirection of Effort.**

30 The Members acknowledge that redirection of fishing effort onto stocks not  
31 managed under the Plan may occur as a result of insufficient ACE for a directed  
32 fishery on regulated groundfish species, and/or additional opportunities to  
33 target an abundance of non-regulated-groundfish species. Any redirection of  
34 effort into other fisheries where non-specified gear is used will be closely  
35 monitored throughout the year and reported in the Annual Report. Through the  
36 reporting requirements contained in this Agreement, the Manager will monitor  
37 any redirection of effort that may occur and include that information in the  
38 Manager's reports to NMFS. Members that violate this provision will be subject  
39 to penalties in accordance with Exhibit A.

40  
41 During FYs 2015-2016, Sector vessels concentrated fishing efforts in the  
42 following non-regulated-groundfish fisheries:

- 43  
44           • Monkfish (extra-large mesh sink gillnets)  
45           • Winter Skates (extra-large mesh sink gillnets)

- Spiny dogfish (large mesh sink gillnets and demersal longline)

During FYs 2017 and 2018, the Fixed Gear Sector anticipates similar redirection of effort to the non-regulated-groundfish fisheries listed above. This redirection of effort has been generally attributed to substantially decreased abundance and access to traditional groundfish resources, along with increased abundance and access to the above-mentioned resources.

Section 5.10      **Exemptions.**

All sectors will be universally exempt from the following regulated groundfish management measures approved in Amendment 16:

- **Trip limits on all stocks for which a sector receives an ACE.**
- **Seasonal closed areas (at present, the only seasonal closure is in May on Georges Bank).**
- **All groundfish DAS restrictions.**
- **GOM Cod Protection Closures**
  - a. **Vessels are exempt from GOM Cod Protection Closures IV (October) and V (March), but must comply with GOM Cod Protection Closures I (May), II (June), and III (November, December, and January).**
- **Additional mortality controls adopted by Amendment 16.**
- **Requirement to use 6.5-inch mesh in the codend in haddock separator trawl/Ruhle trawl when targeting haddock in the Georges Bank RMA.**

The Sector will further be exempt from the following regulated groundfish management measures:

- 1. 120-Day Block Requirement Out of the Fishery for Day Gillnet Vessels.**
- 2. 20-Day Spawning Block.**
- 3. Limitation on the Number of Gillnets for Day Gillnet Vessels in GB, SNE, and MA RMAs**
  - a. **Day gillnet vessels using this exemption in these areas may fish up to 150 roundfish or flatfish nets, but may not exceed 150 nets total. Vessels must tag both roundfish gillnets and flatfish gillnets with one tag per net.**
  - b. **This exemption does not apply in the GOM RMA. Day gillnet vessels in the GOM RMA are restricted to 100 gillnets (of which no more than 50 can be roundfish gillnets). Roundfish gillnets must be tagged with two tags per net, while flatfish gillnets can be marked with one tag per net.**
- 4. Prohibition on a Vessel Hauling Another Vessel's Gillnet Gear.**
- 5. Prohibition on Hauling Another Vessel's Trap Gear**



- 1       2. The vessel must declare its trip in the Vessel Monitoring System (VMS)  
2       consistent with current requirements, including the intention to use  
3       gillnet gear and fish entirely within the SNE/MA and/or Inshore GB  
4       BSAs.  
5  
6
- 7       3. Prior to leaving the dock, the vessel must also declare a trip through the  
8       VMS trip start hail by checking the box next to “Extra-Large Mesh Gillnet  
9       in SNE and/or IGB Option” under sector exemptions.  
10
- 11      4. The vessel may only fish with gillnets with meshes that are 10 inches or  
12      greater during the first portion of the trip, and must complete a VTR for  
13      that portion of the trip before deploying 6.5 inch mesh gillnet gear.  
14
- 15      5. Upon completing the extra-large mesh portion of the trip, the vessel must  
16      submit a Multispecies Catch Report via VMS with a good faith estimate of  
17      all catch on board and with Step 4 completed.  
18
- 19      6. The date-time stamp of the Multispecies Catch Report indicates to  
20      Enforcement that the vessel is now in the second portion of the trip and  
21      is prohibited from redeploying its extra-large mesh gear.  
22
- 23      7. Following submission of the Multispecies Catch Report, the vessel may  
24      deploy 6.5-inch mesh gillnet gear exclusively within the footprint and  
25      season of the existing dogfish exempted areas (listed above).  
26
- 27      8. The vessel must comply with the remaining requirements of a sector trip,  
28      including the submission of VTRs, a trip end hail, and a final  
29      Multispecies Catch Report.  
30
- 31      9. A vessel fishing with this exemption must retain and land all legal-sized  
32      groundfish on both the extra-large mesh and regulated mesh portions of  
33      the trip.  
34

35      Similar to prior years, the Sector expects the opportunity to incorporate any  
36      approved exemption granted to other sectors that may not appear on this list,  
37      prior to the start of FYs 2017 and 2018. Furthermore, the Sector expects any  
38      approved exemption requested by the Sector be made available to other sectors  
39      that agree to adhere to such regulations.  
40

41      Upon approval, each Sector Vessel will be issued an LOA specifying the  
42      exemptions granted. Vessels must comply with all requirements stipulated in  
43      the LOA and all applicable Federal Regulations and laws not specifically  
44      exempted in the LOA.  
45

1 Section 5.11.           **SAPs and Other Special Management Programs.**

2 Sector Members may participate in SAPs or any other pilot/EFP/LOA program,  
3 or special management programs as authorized by NOAA fisheries as long as the  
4 Sector has available ACE.  
5  
6

7 **Article VI. CATCH MONITORING AND VERIFICATION (AT-SEA); CERTAIN**  
8 **OTHER MEMBERSHIP REQUIREMENTS.**  
9

10 Section 6.01.           **Sector Hails/Reporting.**

11 Each Participating Vessel must notify the Manager, his designated  
12 representative, and/or an approved Monitoring Vendor via email, other  
13 electronic means, or other means if necessary prior to departing from port on a  
14 commercial fishing trip when commercial fishing with gear capable of harvesting  
15 regulated groundfish unless otherwise exempted. Such notification shall include  
16 vessel name, permit number, and any other information as determined by the  
17 Manager. In accordance with and defined by Amendment 16, all Sector vessels  
18 will also be required to make a declaration to NMFS via VMS prior to departing  
19 port identifying whether they intend to fish in one broad reporting area or  
20 multiple reporting areas. Vessels that fish in multiple areas will be required to  
21 provide additional daily reports to NMFS as required by Amendment 16. Each  
22 Participating Vessel must notify the Manager, his designated representative,  
23 and/or an approved Monitoring Vendor via email, other electronic means, or  
24 other means if necessary in accordance with Section 5.08 hereof with species-  
25 specific landings, and any other information as requested by NMFS.  
26

27 Section 6.02.           **Participating Vessel Catch Reports.**

28 To enable each Member and the Sector to monitor the Members' compliance with  
29 this Agreement, each Member agrees to report each of its Participating Vessels'  
30 entire catch on a landing-by-landing basis, by providing the Manager with a copy  
31 of the official Vessel Trip Report, Electronic Vessel Trip Report ("EVTR"), or other  
32 reporting document authorized by NMFS within 24 hours, or as soon as possible  
33 thereafter, of offloading retained catch or prior to departing on a subsequent trip,  
34 whichever occurs first, in the form and manner prescribed by the Manager. The  
35 Members agree that these records shall be maintained by the Manager. The  
36 Manager shall, upon the request of any Member or NMFS, provide such Member  
37 or NMFS with the Sector's aggregate catch information that is generated from  
38 such records.  
39

40 Section 6.03.           **Dealer Reporting.**

41 Each Member agrees to (i) sell the catch of its Participating Vessels only to a  
42 dealer licensed under the Plan by NMFS and (ii) cause any such dealer to provide  
43 the Manager with a copy of the official dealer weigh out slip, access to an  
44 electronic copy of these data on a weekly basis, and a paper copy of the pack-  
45 out slip within 24 hours, or as soon as possible thereafter, of offloading retained  
46 catch unless otherwise noted by the Manager (This provision should be

1 considered exclusive to the administration of the Sector and would therefore not  
2 be subject to NMFS enforcement). Each Member further acknowledges and  
3 agrees that (a) it is responsible for ensuring timely dealer reporting in accordance  
4 with the provisions of this Section 6.03 and (b) failure of the dealer to deliver  
5 timely reports for a Member's Participating Vessel in accordance with this  
6 Section 6.03 shall be deemed a breach of this Agreement by such Member. It is  
7 the responsibility of the Member to ensure that a dealer is licensed and Member  
8 shall provide evidence of such licensure to Manager upon request.  
9

10 Section 6.04.           **Catch Verification.**

11 The Manager shall, and each Member shall ensure that the Manager does  
12 compare, verify and validate each Participating Vessel's catch records with the  
13 dealer reports for such Participating Vessel on a continuing and frequent basis  
14 if the Members maintain compliance with Section 6.02 and 6.03 if requested by  
15 the Members. If the Member or Manager identifies a discrepancy between these  
16 or any other available catch verification data, both parties shall seek to resolve  
17 the discrepancy. If the Manager is unable to satisfactorily reconcile the catch  
18 records, he shall notify the Committee of the discrepancy for its consideration  
19 and resolution. Each Member further agrees to cooperate fully with any requests  
20 for information or data that are made by the Manager or the Committee in an  
21 effort to resolve such discrepancy in a timely manner.  
22

23 Section 6.05.           **Monitoring Vendors.**

24 The Sector will contract with one or more vendors approved by NMFS to provide  
25 at-sea monitoring services prior to May 1, 2017 and notify NMFS of its selection.  
26 NMFS shall notify the Manager which Monitoring Vendors have been certified. If  
27 a Monitoring Vendor loses certification in the course of the fishing year, NMFS  
28 will immediately alert the Manager; the Sector will subsequently establish a  
29 contract with another approved vendor from the vendor list and notify NMFS of  
30 this decision. Standards for Monitoring Vendors can be found in Exhibit I.  
31

32 The following Monitoring Vendor has been selected for administering the Sector's  
33 ASM Program in FYs 2017 and 2018:  
34

35 **Fathom Research, LLC**

36 1213 Purchase Street

37 Suite 303

38 New Bedford, MA 02740

39 Phone: (508) 990-0997

40 Primary Contact: Jenna Rockwell, [jrockwell@fathomresearchllc.com](mailto:jrockwell@fathomresearchllc.com)  
41

42 Section 6.06.           **Dockside Monitoring Program.**

43 The Sector will not be required to implement a Dockside Monitoring (DSM)  
44 Program ("DMP") in FYs 2017 and 2018.  
45

46 Section 6.07.           **At-Sea Monitoring Program.**

1 The GB Cod Fixed Gear Sector will participate in the Northeast Fisheries  
2 Observer Program (NEFOP) and NMFS industry-funded ASM program, pursuant  
3 to an independent contract between the Sector and a NMFS approved provider.  
4 Vessels will notify for sector trips using the PTNS system and may be selected  
5 for coverage to meet ASM requirements. The Sector manager will maintain a  
6 database of all catch data, including but not limited to VTR, dealer, monitor, and  
7 observer data. NMFS will provide the Sector with data from NEFOP and the ASM  
8 program. ASMs will be deployed in a way to achieve 16% of trips that is random  
9 and representative of fishing activities of the Sector.

10  
11 The Sector will use the NOAA fisheries-designed ASM program for FYs 2017 and  
12 2018 unless it can provide a Sector-designed ASM program that NMFS approves.

13  
14 See Exhibit I.

15  
16 Section 6.08.       **Fixed Gear Sector Monitoring Program.**

17 In addition to the foregoing catch verification protocols, there may be established  
18 an Internal Sector Monitoring Program whereby data collection personnel and/or  
19 video monitoring equipment may be deployed onboard Participating Vessels to  
20 monitor such vessels' catch and/or to collect data relevant to evaluating the  
21 performance of the Sector as determined by the Manager. The Manager shall  
22 publish guidance describing Program requirements in advance of the fishing  
23 year, and may revise it as necessary throughout the year. Thereafter, the  
24 Manager shall have sole discretion to deploy data collectors or video monitoring  
25 equipment onboard a Participating Vessel. Each Member agrees to participate  
26 in the design and implementation of the Internal Sector Monitoring Program.  
27 Each Member further agrees to make every reasonable effort to ensure that data  
28 collectors and/or video monitoring equipment are able to perform their  
29 monitoring duties. Members agree to address any issues and/or concerns  
30 directly to the Manager in a timely and responsible manner. Any refusal to  
31 participate in the Internal Sector Monitoring Program and/or unreasonable  
32 interference with onboard data collectors will be referred to the Infractions  
33 Committee for investigation and appropriate enforcement action. This provision  
34 should be considered exclusive to the administration of the Sector and would  
35 therefore not be subject to NMFS enforcement.

36  
37 In accordance with the Magnuson-Stevens Act (16 U.S.C. 1801 et seq.), and 50  
38 CFR 600.745, the Sector is requesting exemptions from the following regulations  
39 for sampling purposes only: Minimum fish size restrictions; fish possession  
40 limits; species quota closures; prohibited fish species, not including species  
41 protected under the Endangered Species Act; and gear-specific fish possession  
42 restrictions. All fish that do not comply with applicable fishing regulations must  
43 be discarded as soon as practicable following data collection, and shall not enter  
44 port or be landed. Of importance to this section, primary data to be collected  
45 includes but is not limited to length and weight of regulated groundfish stocks  
46 for the purpose of conducting such analyses as discards, discard rates, length-

1 weigh regressions, and other similar analyses.

2  
3 Section 6.09.       **Fixed Gear Sector Electronic Monitoring Program.**

4 A subset of sector vessels may use electronic monitoring systems in lieu of  
5 human at-sea monitors to meet federal ASM requirements in FYs 2017 and 2018.  
6 The following Electronic Monitoring Vendor has been selected for administering  
7 the Sector’s EM Program:

8  
9 **Ecotrust Canada**

10 Skeena Office  
11 6 – 222 Third Avenue West  
12 Prince Rupert, BC V8J 1L1  
13 t: 250.624.4191  
14 f: 250.622.0577  
15 [info@ecotrust.ca](mailto:info@ecotrust.ca)  
16 Primary Contact: Amanda Barney, [Amanda@ecotrust.ca](mailto:Amanda@ecotrust.ca)

17  
18 For FY2017, participating vessels will be exempted from the NMFS ASM program  
19 through an Exempted Fishing Permit and will adhere to program protocols  
20 consistent with NMFS’ PTNS and industry-funded ASM programs.

21  
22 Additional work is currently being done on developing an approvable electronic  
23 video monitoring (EM) program for the Sector. This work is being done  
24 concurrently with the development of EM standards/protocols/policies by the  
25 NEFMC, GARFO, and NEFSC. The Sector anticipates some manner of EM being  
26 approved for use during FY2018; the language contained herein will be updated  
27 to reflect the approved program at that time.

28  
29 **Article VII. ENFORCEMENT.**

30  
31 Section 7.01.       **Agreement Enforcement.**

32 Each Member agrees that the Sector, by or through its representatives, and/or  
33 any other Member may enforce this Agreement on behalf of the Sector and/or its  
34 Members. Each Member agrees to take all actions and to execute all documents  
35 necessary or convenient to give effect to the enforcement procedures  
36 contemplated by this Agreement, the Harvesting Rules, and any Schedule of  
37 Penalties.

38  
39 Section 7.02.       **Liability.**

40 Members acknowledge and agree that the Sector itself is a legal entity – 501(c)(5)  
41 corporation - and therefore may be held liable for violations of the law, applicable  
42 regulations, and this Agreement committed by its members. Each Member  
43 participating in the Sector must comply with all applicable requirements and  
44 conditions of this Agreement and their LOA(s). It shall be unlawful and subject  
45 to enforcement by NOAA fisheries for the Sector or any Members to violate any  
46 such conditions and requirements unless they are identified as exclusive to the

1 administration of the Sector. Those conditions and requirements that are  
2 considered to be exclusive to the administration of the Sector are contained in  
3 the following sections:

- 4 • 1.03 – Organization and Authority
- 5 • 2.01 – Voluntary Membership
- 6 • 2.02 – Scope of Membership Obligations
- 7 • 2.03 – Length of Commitment
- 8 • 2.04 – New Members
- 9 • 2.05 – Permit Transfers
- 10 • 2.06 – Right of First Refusal
- 11 • 2.07 – Membership Dues
- 12 • 2.08 – Disclosure Agreement
- 13 • 3.01 – Sector Manager
- 14 • 3.02 – Manager Authority
- 15 • 3.03 – Infractions Committee
- 16 • 3.04 – Procedures for Investigations
- 17 3.06 – Inshore GOM Declaration Program
- 18 • 4.01 – Sector Allocation
- 19 • 4.02 – Annual Distribution
- 20 • 4.03 – Reserve
- 21 • 4.04 – Release of Reserve
- 22 • 4.05 – ACE Transfer
- 23 • 5.04 – Operators
- 24 • 5.07 – Observed Offloading
- 25 • 5.09 – Redirection of Effort
- 26 • 6.02 – Participating Vessel Catch Reports
- 27 • 6.03 – Dealer Reporting
- 28 • 6.04 – Catch Verification
- 29 • 6.08 – Fixed Gear Sector Monitoring Program
- 30 • Article VII in its entirety (Enforcement)
- 31 • Article VIII in its entirety (Expulsion of Members)
- 32 • Article IX in its entirety (Term/Termination)
- 33 • Article X in its entirety (Misc.)

34  
35 Section 7.03.           **Restrictions on Fishing Activity.**

36 The Members acknowledge that a violation of this Agreement or applicable  
37 fishery regulations by one or more Members (or the Members' Permits,  
38 Participating Vessels or Participating Vessels' operators, if any) including  
39 misreporting of catch (landings or discards), discarding of legal-sized fish, and  
40 ACE overages could subject the Sector and its Members to joint and several  
41 liability to NMFS for fishing violations (including ACE overages, discarding of  
42 legal sized fish, and misreporting of catch (landings and discards)). The Members  
43 further acknowledge and agree that monetary and/or allocation seizure penalties  
44 could be inadequate recourse under such circumstances. Therefore, the  
45 Members acknowledge and agree that each of them will (and will cause their

1 Permits, Participating Vessels and Participating Vessels’ operators, if any, to)  
2 comply with a “stop fishing” order from the Sector, which shall be issued by the  
3 Board, the Manager or the Committee, and each of the Members further agrees  
4 that if any Member (or its Permits, its Participating Vessels or the Participating  
5 Vessels’ operators) fails to comply with such order, the Sector shall have the  
6 authority to obtain an injunction, restraining order or other equivalent form of  
7 equitable relief to give effect to such “stop fishing” order.  
8

9 Section 7.04.           **Penalties for Violations.**

10 Any penalties that are imposed upon a Member by the Sector, Manager, or  
11 Committee pursuant to the terms of this Agreement shall be in addition to, and  
12 not in lieu of, any other potential state or federal penalty that may be imposed  
13 upon such Member.  
14

15 Section 7.05.           **Appeal from Infractions Committee Decision.**

16 If the Committee (i) has determined, pursuant to the procedures set forth in  
17 Section 3.04 hereof, that a Member has violated this Agreement or (ii) makes any  
18 other determination with respect to a Member under this Agreement (including,  
19 specifically, without limitation Section 4.07 hereof), such violating Member shall  
20 have five (5) business days following the date of the Committee’s determination  
21 to request reconsideration of the enforcement or other action and/or propose an  
22 alternative form of penalty. Such request shall be made in writing and shall be  
23 addressed to the Board. The Board may, in its sole discretion, grant or deny any  
24 request for reconsideration and may, in its sole discretion, approve or disapprove  
25 any alternative form of penalty; provided, that the Board shall exercise all  
26 reasonable efforts to ensure that penalties and settlements are commensurate  
27 with the nature and extent of the violation, are designed to further the purposes  
28 of the Plan, Amendment 16, the Framework Adjustment and Amendment 13 and  
29 are uniform with those reached in similar circumstances.  
30

31 Section 7.06.           **Penalties and Attorneys’ Fees.**

32 Penalties for any violations of this Agreement shall, to the extent addressed in  
33 the Schedule of Penalties, be limited to the amounts set forth on the Schedule of  
34 Penalties plus all costs, fees and expenses, including attorney’s fees, incurred by  
35 the Sector or, in a case in which the Sector does not take enforcement action, by  
36 the Members bringing such action, in enforcing the provisions of this Agreement.  
37 To the extent the Schedule of Penalties addresses such matter, the Members and  
38 the Sector hereby waive any claims to actual, direct, or indirect damages, and  
39 instead agree that payment of the amounts set forth on the Schedule of Penalties  
40 and costs of enforcement shall be their sole remedy for breaches of this  
41 Agreement. In connection with any legal proceeding related to this Agreement,  
42 the non-prevailing party shall pay the prevailing party’s reasonable costs and  
43 attorney’s fees associated with the proceeding.  
44

45 Section 7.07.           **Application of Penalties, Fines and Damages.**

46 All penalties, fines and/or other damages paid to the Sector shall, first, be

1 applied to the cost of enforcement of such violations and, second, any remaining  
2 amounts shall be applied to the costs and expenses of the administration,  
3 management and preservation of the Sector. Any funds remaining after the  
4 application of the foregoing sentence shall be used to further research into  
5 efficient and responsible management of groundfish stocks for the benefit of the  
6 resource and those that harvest the resource. The Board shall have sole  
7 discretion to redistribute ACE seized for penalties.

8  
9 Section 7.08.           **Dispute Procedures.**

10 Notwithstanding the provisions of Section 7.01 hereof, prior to instituting any  
11 litigation or other dispute resolution, the parties shall follow any applicable  
12 procedures set forth in this Agreement, including specifically Sections 3.04, 6.04  
13 and 7.02, for the resolution of such dispute. Any appeals taken with respect to  
14 any dispute that arises in connection with this Agreement shall be taken in the  
15 federal district court in Boston, Massachusetts or, if said court(s) does not have  
16 jurisdiction, in such courts in the Commonwealth of Massachusetts that do have  
17 jurisdiction.

18  
19 Section 7.09.           **Specific Performance.**

20 In furtherance and not limitation of Section 7.02 hereof, each of the Members  
21 and the Sector shall have the right to have any provision of this Agreement  
22 specifically enforced, through injunction, restraining order or other form of  
23 equitable relief.

24  
25 Section 7.10.           **Indemnification.**

26 Each party that violates this Agreement (the “Indemnitor”) hereby severally  
27 agrees to indemnify, defend and hold harmless the other parties hereto (each, an  
28 “Indemnitee”) in respect of their respective Losses; provided, that such Losses  
29 result or arise from a third party claim or governmental proceeding brought  
30 against or involving the Indemnitee, which is based on or relates to such  
31 Indemnitor’s (or its Permits’, its Participating Vessels’ or such Participating  
32 Vessels operators’, if different from such Indemnitor) (i) violation of applicable  
33 laws, rules or federal fishery regulations or (ii) breach of any covenant, agreement  
34 or obligation contained in this Agreement, the Harvesting Rules or other Sector  
35 requirements as may be adopted under the terms of this Agreement or the  
36 Sector’s Bylaws. The indemnification obligations of the parties hereto shall be  
37 several and not joint and several. For the purposes of this Section 7.09, “Losses”  
38 shall mean any and all claims, liabilities, obligations, judgments, liens,  
39 injunctions, charges, orders, decrees, rulings, damages, dues, assessments,  
40 taxes, losses, fines, penalties, expenses, fees, costs, amounts paid in settlement  
41 (including reasonable attorneys’ and witness fees and disbursements in  
42 connection with investigating, defending or settling any action or threatened  
43 action) arising out of any claim, complaint, demand, cause of action, action, suit  
44 or other proceeding asserted or initiated or otherwise existing. The obligations  
45 under this Section 7.09 shall survive the termination of this Agreement and the  
46 expulsion of any Member pursuant to Article VII.

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3 **Article VIII. EXPULSION OF MEMBERS.**  
4

5 **Section 8.01. Cause.**

6 The Members agree that any Member, its Permits and/or its Participating Vessels  
7 may be expelled from the Sector if (i) the actions of such Member and/or its  
8 Participating Vessels (or the Participating Vessels' operators) seriously  
9 undermine and threaten the existence of the Sector, (ii) the actions of such  
10 Member and/or its Participating Vessels (or the Participating Vessels' operators)  
11 have exposed other Members of the Sector to monetary penalties and/or legal  
12 actions, (iii) such Member has been convicted of a serious crime, or (iv) such  
13 Member has not paid its membership dues and/or poundage fees as required by  
14 Section 2.07.  
15

16 **Section 8.02. Procedure.**

17 Any Member, the Committee or the Manager may submit to the Board a request  
18 to have a Member, its Permits and/or its Participating Vessels expelled from the  
19 Sector (the "Expulsion Request"). Such Expulsion Request shall be in writing  
20 and shall include an explanation of the basis for expulsion. The Board shall vote  
21 on such Expulsion Request within fourteen (14) days of receipt of such Expulsion  
22 Request. The affirmative vote of three-fourths (75%) of the members of the Board  
23 shall be required in order to expel a Member, its Permits and/or its Participating  
24 Vessels. Expulsion shall be effective immediately upon the receipt of the requisite  
25 vote by the Board. As required by 50 CFR Part 648.87 or any substitute or  
26 successor provision, a Member, its Permits and/or its Participating Vessels  
27 expelled during any fishing year may not fish outside of the Sector under a  
28 groundfish DAS program, participate in another groundfish sector, or lease or  
29 transfer any DAS or ACE assigned to that Member's Permits or Participating  
30 Vessels during the remainder of such fishing year. Upon expulsion of any  
31 Member, its Permits and/or its Participating Vessels, the Manager shall  
32 immediately notify NMFS via certified mail and email that the Member's Permits  
33 and/or Participating Vessels are no longer included in the Sector.  
34  
35

36 **Article IX. TERM/TERMINATION.**

37 This Agreement takes effect upon the approval hereof by the Regional  
38 Administrator in accordance with 50 CFR Part 648.87 and terminates on the last  
39 day of the 2018 FY (which occurs on April 30, 2018) (the "Term"). The Term of  
40 this Agreement may be extended by the written consent of the Members. Such  
41 written consent to extend the Term of this Agreement shall be given twenty (20)  
42 calendar days in advance of the date by which the Sector's Operations Plan and  
43 Agreement for the upcoming fishing year must be submitted to NMFS.  
44 Notwithstanding the foregoing, if NMFS shall not approve the Sector's Operations  
45 Plan and Agreement, as the same may be amended, for any fishing year during  
46 the Term or any extension thereof, then this Agreement shall terminate on the

1 last day of the last fishing year for which the Sector’s Operations Plan and  
2 Agreement shall have received approval from NMFS.  
3  
4

5 **Article X. MISCELLANEOUS.**  
6

7 **Section 10.01. Entire Agreement.**

8 This Agreement, including the Exhibits hereto, the Schedule of Penalties and any  
9 other documents incorporated by reference herein, constitutes the entire  
10 agreement among the parties and supersedes any prior understandings,  
11 agreements, or representations by or among the parties, written or oral, to the  
12 extent they related in any way to the subject matter hereof.  
13

14 **Section 10.02. Succession and Assignment.**

15 This Agreement and all of the provisions hereof shall be binding upon and inure  
16 to the benefit of the parties and their respective successors and permitted  
17 assigns, but neither this Agreement nor any of the rights, interests or obligations  
18 hereunder shall be assigned by any party, including by operation of law, without  
19 the prior written consent of the Manager, such consent not to be unreasonably  
20 withheld or delayed, nor is this Agreement intended to confer upon any person  
21 except the parties hereto any rights, interests, benefits, obligations or remedies  
22 hereunder. Any assignment in contravention of this Agreement shall be null and  
23 void.  
24

25 **Section 10.03. Counterparts.**

26 This Agreement may be executed in one or more counterparts, each of which  
27 shall be deemed an original but all of which together shall constitute one and  
28 the same instrument.  
29

30 **Section 10.04. Notices.**

31 All notices, requests, demands, consents, claims and other communications  
32 hereunder shall be deemed duly given (i) one business day following the date  
33 sent when sent by overnight delivery, (ii) five business days following the date  
34 mailed when mailed by registered or certified mail return receipt requested and  
35 postage prepaid, (iii) upon delivery confirmation when sent by facsimile, and (iv)  
36 upon verifying the “sent” status of an email, at the contact information provided  
37 by each such Member to, and maintained by, the Manager.  
38

39 **Section 10.05. Governing Law.**

40 This Agreement shall be governed by and construed in accordance with federal  
41 fisheries laws and, to the extent that federal fisheries laws do not apply, with the  
42 domestic laws of the Commonwealth of Massachusetts without giving effect to  
43 any choice of law provision or rules (whether of Massachusetts or any other  
44 jurisdiction) that would cause the application of the laws of any jurisdiction other  
45 than the Commonwealth of Massachusetts.  
46

1 Section 10.06.      **Change in Law.**

2 If and to the extent that any laws or regulations that govern any aspect of this  
3 Agreement shall change, so as to make any aspect to this Agreement  
4 unenforceable, then the parties agree to make such modifications to this  
5 Agreement as may be reasonably necessary for this Agreement to accommodate  
6 any such legal or regulatory changes, without materially changing the overall  
7 benefits or consideration expected hereunder by the parties.  
8

9 Section 10.07.      **Consent to Jurisdiction and Venue.**

10 Subject to and without limiting the dispute resolution procedures set forth in  
11 Article VI, each of the Members consent to the exclusive jurisdiction and venue  
12 of the federal district court in Boston, Massachusetts or, if said court does not  
13 have jurisdiction, in such courts in the Commonwealth of Massachusetts that  
14 do have jurisdiction, for adjudication of any suit, claim, action or other  
15 proceeding at law or in equity relating to this Agreement. Each of the Members  
16 accepts, generally and unconditionally, the exclusive jurisdiction and venue of  
17 the aforesaid courts and waives any objection as to venue, and any defense of  
18 *forum non conveniens*.  
19

20 Section 10.08.      **Amendments and Waivers.**

21 No amendment of any provision of this Agreement shall be valid unless the same  
22 shall be in writing and signed by each of the Members.  
23

24 Section 10.09.      **Severability.**

25 Any term or provision of this Agreement that is held invalid or unenforceable in  
26 any situation shall not affect the validity or enforceability of the remaining terms  
27 and provisions hereof or the validity or enforceability of the offending term or  
28 provision in any other situation.  
29

30 Section 10.10.      **Expenses.**

31 Except as otherwise provided herein, each of the members shall bear its own  
32 costs and expenses (including legal and accounting fees and expenses) incurred  
33 in connection with this Agreement.  
34

35 Section 10.11.      **Incorporation of Exhibits and Other Documents.**

36 The Exhibits and Schedule of Penalties identified in this Agreement are  
37 incorporated herein by reference and made a part hereof.  
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**See Signature Pages**  
*(submitted 03/17/17)*

**EXHIBIT A**

<b>GB Cod Fixed Gear Sector Penalty Schedule</b>			
<b>Violation</b>	<b>FIRST</b>	<b>SECOND</b>	<b>THIRD</b>

**VIOLATIONS REGARDING PERMITS, REPORTING, DOCUMENTATION, VESSEL OPERATIONS AND EXEMPTIONS**

<p>All Violations including but not limited to: providing false statements or supporting documentation on applications or reports to the Sector; late or non-reporting; failure to comply with a permit condition/ restriction/ letter of authorization or exemption issued by the Sector; providing false statements; failure to participate in the Sector Catch Monitoring Program (ie NMFS ASM program, FGS electronic monitoring program); unreasonably interfering with onboard data collectors; or failing to comply with VMS/DAS requirements (technical and minor violations may result in a letter of warning).</p>	<p>Up to \$5,000 and/or seizure of up to 10% of a Member's ACE (and/or stop fishing order)</p>	<p>\$5,000-\$15,000 and/or seizure of up to 30% of a Member's ACE (and/or stop fishing order)</p>	<p>\$20,000 or more, and/or seizure of up to 40% of a Member's ACE (and/or stop fishing order)</p>
--	--	---	--

**VIOLATIONS REGARDING TIME AND AREA RESTRICTIONS**

<p>All violations including, but not limited to: exemption areas, closed fisheries, closed seasons, restricted gear/management areas and Days at Sea or ACE violations.</p>	<p>Up to \$50,000 and/or seizure of up to 50% of a Member's ACE (stop fishing order for 30 days)</p>	<p>\$50,000-\$100,000 and/or seizure of up to 100% of a Member's ACE (unable to fish for the remainder of the fishing year)</p>	<p>Expulsion</p>
---	--	---	------------------

**VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK**

<p>All violations including but not limited to a violation of a stop order, fishing in a closed area, transfer of fish from a non-sector vessel to a sector vessel, transferring fish to a non-Sector vessel (including a non-</p>	<p>Up to \$50,000 and/or seizure of up to 10% of a Member's ACE</p>	<p>Expulsion</p>	
--	---	------------------	--

Sector vessel owned or operated by a Permit holder), subverting the reporting requirements (misappropriating landings) or any other action which could cause the Authorized Georges Bank Cod Fixed Gear Sector Allocation to be in violation of its agreement.	(loss of fishing rights for 365 days)		
<b>VIOLATIONS REGARDING MEMBERSHIP COMMITMENT</b>			
Violation of 50 CFR 648.48 or failing to remain in the Sector for the Commitment Period (i.e., breach of Section 2.03 of the Agreement).	\$10,000 and/or seizure of up to 20% of a Member's ACE	N/A	N/A

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**EXHIBIT B**

GB Cod Fixed Gear Sector Roster  
(Final Roster *submitted May 5, 2017*)

<b>CURRENT OWNER NAME</b>	<b>MRI #</b>	<b>PERMIT #</b>	<b>PERMIT NAME</b>
THE NATURE CONSERVANCY	27	150563	CAPE ISLAND
TYE F VECCHIONE	30	150988	SKIFF
CCCFA	76	150187	SEED
ROBERT J ELDRIDGE JR	84	220839	UNICORN
THEODORE LIGENZA	99	221764	RIENA MARIE
JOHN OUR	119	232108	MISS FITZ
MICHAEL A RUSSO	129	150041	ZACH N ABBIE
JAN MARGESON	142	151268	JAN M
GREGORY WALINSKI	148	232096	ALICIA ANN
JAMES YOUNG	151	230322	POOH BAH
CCCFA	153	150877	SEA HOLLY III
GREGORY CONNORS	167	151403	2010 BEACON
JOANNE-A III INC	183	230926	JOANNE A III
SHAWN SULLIVAN	194	231435	BACK OFF
BENJAMIN MORGAN	195	151314	LOBSTER MOBSTER
WILLIAM AMARU	213	150922	WOOD FLAT BOAT
PILLORY FISHERIES INC	224	150237	1971 SEA CRAFT 20
LYNAM FISHERIES INC	236	150255	ANNIE WILDER II
GREGORY CONNORS	256	149575	REBECCA AND EMILY
THE RED DEATH INC	257	150616	1976 HOMEMADE
KENNETH TOLLEY	260	240543	HUNTER
TYE VECCHIONE	262	149525	BADA BING CAROLE R II/2009 KL
CCCFA	274	151192	INDUSTRIES
MARK LISKA	285	241576	SEA DANCER
CCCFA	328	150844	SAM RYDER
JARED BENNETT	331	151539	WHITE CAP
LYNAM FISHERIES INC	392	321116	ANNIE WILDER
JAN MARGESON	395	149963	GREAT PUMPKIN
HARMONY FISHERIES INC	418	250571	EDWARD & JOSEPH
CCCFA	449	150671	CAROL ANN
CCCFA	465	240543	HUNTRESS
BENJO INC	647	233617	SAGA
CCCFA	677	149988	2002 SKIFF TOLLEY SUSIE Q
MARK D LISKA	910	222737	TAINT
DAVID MURDOCH	1191	146765	JACK TAR
HARMONY FISHERIES INC	1316	149278	STRANGLE HOLD
CCCFA	1434	151437	MARILYN LOUISE II SKIFF
GLEN LEGEYT	1435	150652	MORGAN I
JOHANNA FISHERIES LLC	1467	250463	JOHANNA
CHARLIE S. DODGE	1469	149826	LITTLE GIANT
THE NATURE CONSERVANCY	1496	151931	SKIFF
THEODORE LIGENZA	1521	135641	WATER HORSE
CCCFA	1527	221935	SEA BAGGINS
JOHN OUR	1545	149986	22 HILINER

THOMAS SZADO	1562	233853	PERFECT CATCH
CCCFA	1563	150706	STURDEE
NICHOLAS MUTO	1576	118641	DAWN T
JOHN OUR	1609	150361	1979 YOUNG
JAMES BERGSTROM	1619	150767	1973 SEA RAY
HARMONY FISHERIES INC	1620	121162	LADY IRENE
GREGORY CONNORS	1634	146922	CONSTANCE SEA
RAYMOND BRUNELLE	1668	104564	ANNA MARIE
JAMES F NASH	1685	222231	MAGIC
THE NATURE CONSERVANCY	1689	151926	SKIFF
ERIC HESSE	1708	242648	TENACIOUS II
CCCFA	1725	151978	SKIFF
LINDA ST PIERRE	1744	151695	RUG RATS SKIFF
CCCFA	1746	211160	SEA WINDS
THE NATURE CONSERVANCY	1755	148810	1986 CAPE ISLAND
SCOTT MACALLISTER	1852	150611	CAROL MARIE
CCCFA	1856	120962	LITTLE RASCAL
JAMES NASH	1883	149261	ANN MARIE
CCCFA	1886	151438	ALICIA ANN SKIFF
THOMAS SMITH	1888	151214	SEANYMPH
JARED BENNETT	1906	151539	WHITE CAP
TIMOTHY LINNELL	1923	122157	PERRYS PRIDE II
CHARLES COMEAU	1940	111336	BUFFY ANNE
LOST AT SEA LLC	1942	231457	L O S T
GREGORY J CONNORS	1951	223588	LAST STAND
RAYMOND RANSOM	1958	223581	LYNDSY LIZ
MICHAEL A RUSSO	1961	150562	ALWAYS SOMETHING
ALTHEA K INC	1985	100277	ALTHEA K
JAKOB & MEGAN FISHERIES LLC	2001	222737	JAKOB & MEGAN
PEGGY B II INC	2006	213029	PEGGY B II
GERALD MISZKIN	2008	116103	OUIJA
CCCFA	2013	223607	HEADHUNTER
WADE BEHLMAN	2020	222022	JENNIFER DAN
CCCFA	2039	150897	MONOMOY
THEODORE LIGENZA	2050	221794	SURF BREAKER
CCCFA	2107	151425	PAULA JEAN SKIFF
SHANNON E MCOSKER	2171	223565	MISS JENNIFER
CCCFA	2179	151438	FAIR WIND SKIFF
CCCFA	2196	232043	WILLIAM GREGORY
JOHN LINNELL	2218	222175	LORI B
NICHOLAS OTOOLE	2248	130772	ZACHARY T
JAMES ELDREDGE	2265	230420	YELLOW BIRD
GREGORY CONNORS	2297	150597	1992 SYLVAN SKIFF
PETERS FISHERIES INC	2351	240872	TRAPPIST
MICHAEL A RUSSO	2482	150359	SUSAN LEE
GREGORY J CONNORS	2623	146672	SEA HOOK
THE NATURE CONSERVANCY	2650	151425	MATTANZA SKIFF
CCCFA	2692	150529	BEACON
KURT MARTIN	2992	223512	TIME BANDIT
CCCFA	2995	150853	BLUE BAG

CCCFA	3015	151438	DH BOATWORKS SKIFF
CCCFA	3098	135589	BLUE SKY
CCCFA	3158	136085	LITTLE SAMMY III
KENNETH ELDREDGE	3174	150691	LOLO
NICHOLAS O'TOOLE	3176	150861	THREE REASONS
JEAN BARKER	3323	151849	TUNA ECLIPSE SKIFF
THE NATURE CONSERVANCY	3390	150584	LEI LANI
THOMAS LUCE	3449	211160	SEA WIN
CHRISTOPHER RIPA	3542	221581	IRISH LADY
WALLACE BICKNELL	3595	222365	MISS MELODYE
MARK HURLEY	3669	230935	SEABORNE
MICHAEL TERRENZI	3684	231241	KELLY J
LESLIE SHWOM	3688	233177	ROSEY S
CCCFA	4129	150841	DESIRE III
ROBERT ELDRIDGE	4202	220839	UNICORN
CCCFA	4326	151429	SNAFU II SKIFF
CCCFA	47883	151425	NOTHING BUT TROUBLE
CCCFA	47926	151436	MISS MOLLY SKIFF
NANTUCKET SOUND FISH WEIRS INC	47964	220698	NANCY S
CCCFA	48923	151352	TONY K
JOSEPH GEARY	49047	148763	BLUE HERRON

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2 **EXHIBIT C**  
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4 HARVESTING RULES  
5 Fishing Years 2017 and 2018  
6 GB Cod Fixed Gear Sector  
7

8 The Members and the Participating Vessels of the Sector agree to be legally  
9 bound to follow the Harvesting Rules for the 2017 and 2018 Fishing Years as  
10 described herein, notwithstanding those rules and regulations applicable to  
11 Common Pool groundfish vessels.  
12

13 **QUOTA MONITORING**  
14

15 **1. Annual Catch Entitlement (ACE):**

16 The Members agree that they would not collectively harvest more ACE than  
17 allocated to the Sector, and once the ACE is reached for any stock, no Member  
18 would fish commercially with any fishing gear capable of harvesting regulated  
19 groundfish species in the area for which there is no ACE. ACE transfer would  
20 be allowed within and between sectors, to the extent authorized by Amendment  
21 16. Carryover of up to 10 percent of any sector's initial ACE would be allowed  
22 for the purposes of accounting for inadvertent overages. Once an ACE in a  
23 particular stock area is reached, no member would fish commercially with any  
24 fishing gear capable of catching species managed under the Plan in that stock  
25 area until additional ACE can be acquired. The Annual Catch Entitlement,  
26 allocated by NMFS to the sector for FY 2017 & FY 2018 will be available in the  
27 Northeast Multispecies Fisheries Sector Operations Plans and Contracts and  
28 Allocation of Northeast Multispecies Annual Catch Entitlement Final Rule as  
29 published by NOAA Fisheries.  
30

31 **2. Target Quotas:**

32 The Manager may impose weekly or trip target quotas to slow down harvest rates.  
33 If such target quotas are imposed, Sector Members agree to adjust their fishing  
34 operations to avoid exceeding these quotas.  
35  
36

37 **3. Trip Limits for Non-ACE Stocks:**

38 Sector Members would be subject to all possession and trip limits for those  
39 stocks for which the Sector is not allocated ACE.  
40  
41

42 **ADMINISTRATIVE**  
43

44 **4. Days-At-Sea ("DAS"):**

45 Each participating Permit and Participating Vessel would be allocated DAS by  
46 the Regional Administrator, as set forth on Exhibit C to the Agreement. This DAS

1 allocation would be considered the Sector’s DAS allocation to individual  
2 Members. Members may be required to use an “A” DAS when conducting fishing  
3 operations.

4  
5 **5. DAS Pooling:**  
6 Participating Vessels and/or Permits may redistribute or pool DAS to other  
7 Participating Vessels and/or Permits, provided that both parties have given prior  
8 written consent to such redistribution or pooling. A Participating Vessel and/or  
9 Permit may not transfer or lease DAS to or from any non-Sector vessel and/or  
10 permit during the fishing year in which the Participating Vessel and/or Permit  
11 is enrolled in the Sector, unless such leasing or transferring is authorized by an  
12 amendment to the Plan or by the Regional Administrator.

13  
14

15 **GEAR REQUIREMENTS**

16  
17 **6. Gear Restrictions:**  
18 Unless otherwise permitted under this Agreement (see Section 5.02 and 5.11),  
19 no Participating Vessel may fish for regulated groundfish species with any gear  
20 other than rod-and-reel/jigs, demersal longline, handgear, sink gillnets, or otter  
21 trawl. All Participating Vessels are subject to the same gear restrictions on  
22 marking, tagging, and mesh size applicable to common pool vessels using the  
23 same type of gear. In addition, when fishing with demersal longlines all hooks  
24 must be 12/0 circle hooks. A “circle hook” is defined as a hook with the point  
25 turned back towards the shank and the barbed end of the hook is displaced  
26 (offset) relative to the parallel plane of the eyed-end, or shank of the hook when  
27 laid on its side.

28  
29  
30

1 **EXHIBIT D**

2  
3 Vessel Permit Data

4  
5 All permits, groundfish or otherwise, owned by Sector members, are included in  
6 the following list.

7  
8 *Current as of May 5, 2017*

9  
10  
11

<b>Sector Roster</b>	
Lease Vessels	16
Non-Lease Vessels	23
<b>Targeted Commercial Fisheries*</b>	
Groundfish	7
Monkfish & Skate	17
Lobster (Trap)	4
Scallop	6
Other	7
<b>Primary Gear Type** (Groundfish, Monkfish, Skate)</b>	
Sink Gillnet	17 (73%)
Demersal Longline	2 (9%)
Jig/handline	2 (9%)
Otter Trawl	2 (9%)

12 \*Includes Vessels participating in **both** the groundfish and monkfish/skate  
13 fisheries.

## **EXHIBIT E**

### **Ownership Documentation**

*Section 1.01.*      **Sector Qualification.**

Amendment 16 to the NE multispecies FMP defines a sector as a group of three or more persons, none of whom have an ownership interest in the other two persons in the sector. This criterion has been fulfilled for the Fixed Gear Sector with:

Permit Number 150237 (F/V 1971 Seacraft 20) under the distinct ownership of Pillory Fisheries Inc.

Permit Number 150255 (F/V Annie Wilder II) under the distinct ownership of Lynam Fisheries Inc.

Permit Number 149575 (F/V Rebecca and Emily) under the distinct ownership of Black Mariah Inc.

**EXHIBIT F**

**GB Cod Fixed Gear Sector Board of Directors**

Section 1.01.      ***Board of Directors Membership***

The following GB Cod Fixed Gear Sector Members comprise the current (as of September 20, 2016) Board of Directors:

<b>2015 Board of Directors</b>
Jason Amaru
Jared Bennett
Gregory Connors
James Eldredge
Robert Eldridge
Eric Hesse
Timothy Linnell
David Murdoch
Mike Terrenzi

As of the date of this document submission (May 5, 2017), the additional contact able to act on behalf of the Sector is the President of the Sector's Board of Directors:

Name:            Gregory Connors

Mobile:

Email:

Address:

## **EXHIBIT G**

### **GB Cod Fixed Gear Sector Points of Contact**

*Section 1.01. Points of Contact*

The following individuals associated with the GB Cod Fixed Gear Sector may be contacted for the following responsibilities:

<b>Sector Communications Contacts</b>			
<b>Name</b>	Marjorie DeBrosky	Amy Morris	Gregory Connors
<b>Title</b>	Sector Manager	Sector Analyst	Sector President
<b>Responsibility</b>	Day-to-Day Sector Operations; Reporting; Policy Issues; Research; Outreach	Data Management	General Management
<b>Email</b>			
<b>Phone (work)</b>			
<b>Phone (mobile)</b>			
<b>Mailing Address</b>			

## **EXHIBIT H**

### **Nantucket Lightship Closed Area**

This exemption allows sector vessels to access portions of the Nantucket Lightship Closed Area to provide additional opportunities to target monkfish, dogfish, and skates.

Any vessel that intends to access the Western or Eastern Nantucket Lightship Closed Areas must declare a closed area trip through the VMS trip start hail by checking the box next to “Closed Area Trip” under sector exemptions. Trip Start Hails must be submitted prior to departure. The sector must follow any additional trip declaration or reporting requirements that NMFS implements during the fishing year.

Under this exemption, a trawl vessel may fish in the Western Exemption Area with any legal trawl gear allowed in the large-mesh groundfish fishery. A trawl vessel fishing in the Eastern Exemption Area must use a haddock separator trawl (as specified in 50 C.F.R. § 648.85(a)(3)(iii)(A)), a Ruhle trawl (as specified

in 50 C.F.R. § 648.85 (b)(6)(iv)(J)(1)), or a rope separator trawl (as specified in 50 C.F.R. § 648.84(e)). Flounder trawl nets (as specified in 50 C.F.R. § 648.85(a)(3)(iii)(B)) are prohibited in the Eastern Exemption Area. A vessel using hook gear is permitted in both areas. A vessel using gillnet gear must use 10-inch (25.4-cm), or larger, diamond mesh in both areas. A vessel using gillnet gear must also use pingers when fishing in the Western Exemption Area from December 1 – May 31, because this area lies within the existing Southern New England Management Area of the Harbor Porpoise Take Reduction Plan.

The Western and Eastern Nantucket Lightship Exemption Areas are defined by lines connecting the points listed below in the order stated.

Western Nantucket Lightship Exemption Area

Point	N. Lat.	W. Long.
A	40°50'	70°20'
B	40°50'	70°00'
C	40°20'	70°00'
D	40°20'	70°20'
E	40°50'	70°20'

Eastern Nantucket Lightship Exemption Area

Point	N. Lat.	W. Long.
A	40°50'	69°30'
B	40°50'	69°00'
C	40°20'	69°00'
D	40°20'	69°30'

**EXHIBIT I**

**The Northeast Fisheries At-Sea Monitor Program**

**National Marine Fisheries Service, Northeast Fisheries Science Center**

**C.1. BACKGROUND OVERVIEW**

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

promotion of healthy ecosystems.

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

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

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

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

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

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

- 1) Increased number of coastal and marine ecosystems maintained at a healthy and sustainable level
- 2) Increased social and economic value of the marine environment and resources (e.g., seafood, recreation, and tourism)
- 3) Increased number of acres and stream-miles restored for coastal and ocean species
- 4) Increased number of protected species in a stable condition or in an upward trend
- 5) Increased number of managed species that are at optimum levels
- 6) Improved ecological conditions in coastal and ocean protected areas

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

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

Every sector should equally be covered at 25% (17% by At-Sea Monitors and 8% by NEFOP observers). The coverage rates apply to the seaday level. At-Sea Monitors will be systematically assigned by NMFS to a vessel to ensure the coverage is fair and even. Several types of fishing gear may be used: longline,

trawl, and gillnet. A monitored trip must be a trip where landings of groundfish occur (a “groundfish”, “skate” or “monkfish” trip as defined in Amendment 16). Coverage levels will be in terms of number of seadays. At-Sea Monitoring standards will be consistent with the final regulations implemented under Amendment 16, unless further specified by NMFS. As described in the rule, Northeast Fisheries Observer Program (ASM) observers take precedence over At-Sea Monitors for vessel placement when deployments overlap.

## **C.2. AT-SEA MONITOR PROGRAM OBJECTIVES**

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

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

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

abundance, contaminants, habitat, life history, and other basic biological information.

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

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

### **C.3. SCOPE AND OUTCOMES**

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

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

#### **C.3.1. Policies and Regulations**

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

statutes, regulations and procedures and compliance therewith, when performing work under this SOW.

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

#### **C.4. PERFORMANCE WORK STATEMENT**

The contractor shall meet all requirements of the SOW.

##### **C.4.1. Management Requirements**

###### **C.4.1.1. Project Management**

The contractor shall perform all Project Management functions including contract, technical, personnel, administrative, logistic, quality, business, and other management functions that are necessary to execute the total effort required by this SOW. The contractor shall provide all personnel and other resources, except

as otherwise specified in this SOW, necessary to accomplish these functions. The contractor shall effect these management functions through an integrated management approach, including cost, schedule, and technical performance within an acceptable project management framework. The contractor shall develop and submit to NMFS a Project Management Plan (as further defined in Section F.5.2) for approval that details how the contractor will manage the contract and its At-Sea Monitor program.

#### **C.4.1.2. Project Manager**

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

#### **C.4.1.3. Coordinators**

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

#### **C.4.1.4. Management Reporting and Coordination**

The contractor shall prepare and submit to the Contracting Officer (CO) , Contracting Officer's Technical Representative (COTR) a monthly Status Report, as listed in Section F.5.1, that provides

information on project status to include, contract award-to-date financial expenditures; At-Sea Monitor retention status; any problems or issues encountered; and other information as may be requested by the COTR.

#### **C.4.1.5. Performance Measures**

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

#### **C.4.2. Operational Requirements**

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

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

##### **C.4.2.1. At-Sea Monitor Recruitment and Retention Requirements**

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

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

#### **C.4.2.2. Eligibility Requirements**

##### **C.4.2.2.1. Educational Qualifications**

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

##### **C.4.2.2.2. Non-Conflict of Interest**

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

##### **C.4.2.2.3. Physical/Medical Condition**

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

##### **C.4.2.2.4. Communication Skills**

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

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

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

#### **C.4.2.2.6. Statement of No Criminal Conviction**

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

#### **C.4.2.2.7. CPR and First Aid Requirements**

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

#### **C.4.2.2.8. At-Sea Monitor Standards of Conduct**

At sea, At-Sea Monitors work in a self-supervised capacity and shall maintain high standards of conduct. At-Sea Monitors shall maintain a professional, objective demeanor at all times. At-Sea Monitors shall comply with these standards and those

set forth in the Standards of Conduct (Section J, Attachment 7, At-Sea Monitor Standards of Conduct).

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

(a) General Observer Duties and Data Collection Requirements – Fishery Observer I, II, and III

- i. Observers/At-Sea Monitors shall collect scientific, management, compliance, and other data at sea through interviews of vessel captains and crew; observations of fishing operations; sampling catch; measuring selected portions of the catch and fishing gear; and collecting samples. Observer/At-Sea Monitor coverage is mandated by a number of statutes and is an integral part of the regulations. These authorities empower the observer/At-Sea Monitor to perform certain functions aboard vessels as well as afford protection to the observer/At-Sea Monitor against interference and intimidation in the course of performing his/her duties.
- ii. Observer/At-Sea Monitors shall collect data on fishing effort, location, retained catch and discarded catch for each gear deployment that occurs while the observer/At-Sea Monitor is aboard the vessel. The At-Sea Monitor Sampling Manual describes data collection protocols for gear deployment that the observer/At-Sea Monitor sees as well as those not observed.
- iii. Observer/At-Sea Monitors shall collect length samples from segments of the catch. Observer/At-Sea Monitor protocols, priorities, and data/sample collection procedures are detailed in the At-Sea Monitor Manual.
- iv. Observer/At-Sea Monitors shall collect information on any incidentally captured sea turtles, including, but not limited to, location of take, biopsies, measurements, photos, and any other information. Observer/At-Sea Monitors shall also collect information on any marine mammals or other protected species interactions. When protected species are caught, the primary responsibility of the observer/At-Sea Monitor shall be to handle and release the protected species.
- v. Observers shall participate in all training, briefings and debriefings as required by the COTR. Observer/At-Sea

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

- 1) Reviewing sampling methods and answering observer/At-Sea Monitor questions;
  - 2) Reviewing preliminary data;
  - 3) Correcting any data errors;
  - 4) Reviewing any other past errors or changes in sampling techniques or recorded on forms;
  - 5) Reviewing any logistical problems or concerns encountered by the observer/At-Sea Monitor; and
  - 6) Testing observer/At-Sea Monitor ability to adhere to sampling protocols
  - 7) Checking gear calibration
  - 8) Providing the observer/At-Sea Monitor with any updates on modifications to sampling procedures or other program information.
- vi. Observer/At-Sea Monitors who encounter captains or vessels' owners operating in fisheries requiring mandatory observer/At-Sea Monitor coverage that refuses to accept the observer/At-Sea Monitor on their vessel for deployments shall provide documentation of the refusal to NMFS. This documentation shall be provided via e-mail or hard copy to the Branch Chief of the Fisheries Sampling Branch on the day of the event. This documentation shall be of sufficient substance and detail to be usable for NMFS enforcement actions. Narrative shall be provided to completely answer the following guideline questions: who, what, when, and where. This shall be reported on the Incident Report Form (Section J, Attachment 8, Incident Report Form).
- vii. Observer/At-Sea Monitors may be asked to perform various program support tasks (industry outreach activities, industry meetings, observer/At-Sea Monitor training sessions, port orientations, reconnaissance, other research project needs, etc.). Each observer/At-Sea Monitor should attend at least one (1) Fishery Council Meeting each year in their assigned

area. The contractor shall invoice NMFS separately for these hourly costs in Section B Supplies or Services and Prices/Costs Hourly Rate observer/At-Sea Monitor CLINS 0004, 1004 and 2004, and travel costs in Section B Supplies or Services and Prices/Costs Travel CLINS 0002, 1002, and 2002.

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

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

1. Performs routine tasks associated with recurring and continuing work according to prescribed or established procedural standards and technical methods assigned.
2. Assures that tasks are completed, data developed, methods used in securing and verifying data are technically accurate and in compliance with instructions and established procedures.
3. Makes estimates of amounts and species composition of fish caught, retained and discarded, using at a minimum, simple, single stage sampling techniques and dichotomous keys.
4. According to established standards and detailed procedures, records data on appropriate forms and logs, some of which may be electronic.
5. Maintains field equipment and supplies.
6. Collects scientific, management, compliance information, and make observations of fishing operations.
7. Use and complete a pre-boarding vessel safety checklist.
8. Measures selected portions of catch including incidentally caught marine mammals, sea birds and sea turtles.
9. Uses calculator and/or PC for calculations and recording data.
10. Obtains, enter and transfer data electronically.
11. Obtains and record information on gear characteristics of fishing gear types while working either on board vessels, on an alternative platform, or at a shore-based facility.
12. Use interpersonal and communication skills to contact

fishermen and schedule observer/At-Sea Monitor sampling trips.

13. Observes and documents compliance with fishery regulations, and write affidavits as required.

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

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

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

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

portions of catch including incidentally caught marine mammals, sea birds and sea turtles.

**C.4.2.3.1. Data Deliverables**

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

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

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

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

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

the travel provision section herein (Section B Supplies or Services and Prices/Costs Travel CLINS 0002, 1002 and 2002).

#### **C.4.2.3.2. At-Sea Monitor Communication**

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

NMFS staff will provide written memo updates to the contractor regarding any new or changed sampling protocols, data collection procedures, or other collection or reporting procedures. The contractor shall make certain that At-Sea Monitors comply with changes, as applicable.

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

Provide the primary port, contact information (full name,

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

### **C.4.3. At-Sea Monitor Support Services**

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

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

#### **C.4.3.2. Training and Debriefings**

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

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

At-Sea Monitor candidates shall undergo an initial 2-week

certification training session with NMFS. A series of tests will be administered during this training that candidates must prior to certification. Candidates must demonstrate their potential to collect accurate field data, and react to unfamiliar situations at sea in a professional manner. NMFS personnel as well as specialists in other areas such as vessel safety shall conduct training. Refresher training sessions will be conducted when data logs or protocols change, at the discretion of the COTR, or when there has been over six months service interruption for the At-Sea Monitor. At-Sea Monitors shall be required to attend an annual refresher course for data collection, species identification, and vessel safety. In order for the At-Sea Monitor to maintain a current certification they must successfully complete the recertification training.

Three trainings are scheduled for each year (planned trainings will be posted on the FSB website). The contractor shall provide NMFS with at least 45 calendar days prior notice when a training session is needed and identify any foreign nationals that may be attending training (it takes a minimum of 30 working days for foreign national clearance) as referenced in Section F.5.9. For extenuating circumstances, additional trainings may be scheduled at the Government's discretion. Attendance by a key personnel at training is required for at least two days each week of training.

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

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

performance)

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

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

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

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

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

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

NMFS training curriculum is detailed in the ASM training agenda

(Section J, Attachment 14, ASM Training Agenda).

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

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

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

NMFS currently has 12 certified At-Sea Monitor trip trainers and would expect to maintain that level. At-Sea Monitors certified as trip trainers must be geographically representative of the ports ASM At-Sea Monitors cover to accommodate all new trainees.

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

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

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

At-Sea Monitors shall be expected to remain as active At-Sea Monitors or serve in other capacities directly related to the Northeast Fisheries At-Sea Monitor Program (e.g. program management) for at least one (1) year after training. The contractor shall reimburse the Government for training expenses for any At-Sea Monitors terminating their At-Sea Monitor employment with the contractor within one (1) year of completing the NMFS training. This will be done by issuing a credit for the next training session. For example, if three (3) At-Sea Monitors leave the program prior to completing one (1) year of employment, at the next training, three (3) individuals' training costs (Section B Supplies or Services and

Prices/Costs Training CLINS 0003, 1003, and 2003) and hourly wages associated with the training (Section B Supplies or Services and Prices/Costs Hourly Rate At-Sea Monitor CLINS 0004, 1004 and 2004) will not be billed to the Government.

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

NMFS may request an At-Sea Monitor be accompanied by a NMFS staff member on a future trip. The contractor shall assist with the setting up these shadow trips (Section J, Attachment 18, Shadow Trip Program).

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

#### **C.4.3.3. Data Quality Control**

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

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

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

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

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

#### **C.4.3.5. Travel and Lodging**

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

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

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

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

#### **C.4.3.6. Vessel Selection**

The contractor shall strictly adhere to all sampling design requirements specified for the Northeast Fisheries At-Sea Monitor Program (ASM). NMFS will provide the contractor with a set of specific guidelines regarding vessel selection and placement considerations by various fisheries. The contractor shall make contact with vessels selected either by NMFS to arrange for At-Sea Monitor coverage and deployment scheduling as necessary. When the contractor/At-Sea Monitor makes initial contact with the vessel, the contractor/At-Sea Monitor shall verify with the captain that he has sufficient life raft capacity for an additional person (At-Sea Monitor). If not, the contractor shall immediately attempt to have one of the NMFS issued valise life rafts available for the At-Sea Monitor for that trip. If one is not available, and the captain still intends to sail without the At-Sea Monitor, an SDR shall be issued to the captain of the vessel (Section J, Attachment 22, Safety Deficiency Report). The contractor shall assign At-Sea Monitors to vessels without regard to preference expressed by vessel owners or operators with respect to At-Sea Monitor race, gender, age, religion, or sexual orientation nor shall the contractor consider At-Sea

Monitor's expressed preference. The contractor shall not assign At-Sea Monitors who are showing symptoms of illness or who may be contagious. In the event that an At-Sea Monitor falls severely ill or injured at sea, and the vessel must prematurely cease fishing to return the At-Sea Monitor to port, the contractor shall propose a plan on how to work out a fair reimbursement for the vessel's fuel expenses.

Various regulated fisheries have a requirement for a vessel's representative to notify the ASM prior to making each fishing trip. Notification is required prior to the planned departure in a specific time frame, *e.g.*, forty-eight (48). The vessel is then randomly assigned, by NMFS, an At-Sea Monitor or issued a waiver, relieving them of the requirement to carry an At-Sea Monitor for that specific trip.

The contractor shall provide personnel or an automated answering service to handle notifications twenty four (24) hours a day, seven (7) days a week, for certain fisheries. Depending on regulations enacted by the NMFS, the notification requirement may require e-mails, telephone calls, or inputting into a website from the vessel's representative. The Groundfish fishery is required to notify NMFS, NMFS is responsible for the selection and informs the vessel and the contractor of trip details.

For the groundfish fishery (notifies NMFS when they are sailing), the contractor will be notified of trip selection via the website. The contractor may accept or decline trips within twelve (12) hours. The reasons to decline a trip must be related to limited At-Sea Monitor availability or reported safety concerns. The contractor must take the trip once they have claimed acceptance. If there is an unforeseen emergency that results in changing the contractor's acceptance of a trip, it shall be reported to the COTR. If a trip is accepted by a contractor, the contractor would make contact with the vessel for trip logistics. If a vessel informs the contractor that they are cancelling a trip selected to carry an At-Sea Monitor, the contractor shall report that to NMFS twenty-four (24) hours after the scheduled sail date. The COTR shall be notified all circumstances in which At-Sea Monitors were late or missed a scheduled trip for all fisheries as referenced in Section F.5.13.

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

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

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

#### **C.4.3.7. Safety Requirements**

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

Valise life rafts will be issued to the contractor by NMFS upon award of the contract. It is expected that the contractor shall maintain the life rafts while in their care and ensure the life raft is up to date with service and inspections. When service and inspection dates are

coming close to their expiration, the contractor shall contact NMFS to schedule a drop off of the raft. If there is evidence that the life raft is not treated properly while in their care (i.e., dragged on the ground resulting in holes in the raft) then the contractor will be liable for the cost of a replacement raft.

At-Sea Monitor safety is of paramount importance to ASM. If at any time an At-Sea Monitor feels that a vessel is unsafe prior to departure, they may decline the trip and report this on the Pre-Trip Vessel Safety Checklist (Section J, Attachment 23) to NMFS.

#### **C.4.3.8. Communication**

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

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

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

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

#### **C.4.3.9. Notification of Potential Infractions**

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

#### **C.4.3.10. Vessel Operations and Working Conditions**

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

At-Sea Monitor Health and Safety Regulations require sleeping areas for the At-Sea Monitor to be equal to those of the crew. Some vessels have no shower and may lack permanent toilets or bunks. Although vessels may not have separate facilities for women, federal regulations require reasonable privacy for female At-Sea Monitors. Female At-Sea Monitors on a vessel with an all-male crew must be accommodated with adequate privacy which can be ensured by

installing a curtain or other temporary divider, in a shared cabin. Because of the size and responsiveness of these vessels to sea conditions, motion sickness can be debilitating for some individuals and should be seriously considered in all prospective At-Sea Monitor candidates. Most vessels carry no trained medical personnel aboard and rely upon first aid knowledge of the boat's operator in consultation with land-based physicians via radio.

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

#### **C.4.3.11. Data Quality**

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

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

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

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

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

#### **C.4.3.12. Vessel Compensation for At-Sea Monitor Food Reimbursement**

Contractors shall compensate vessels at a rate of \$40 per day (for every completed 24 hour period) to cover At-Sea Monitor accommodation and food costs while aboard the vessel for trips lasting longer than one (1) day (i.e., 24 hours) (Section B Supplies or Services and Prices/Costs Vessel Meal Reimbursement CLINS 0005, 1005 and 2005). The contractor shall provide NMFS with an example of the vessel reimbursement form the contractor develops as referenced in Section F.5.17. The contractor shall provide a report for all vessel meal reimbursements provided within the last monthly period. The contractor is encouraged to make all vessel compensation payments through Electronic Funds Transfer. If the contractor makes vessel meal reimbursement payment through check, the contractor shall provide proof that the check has been cashed within 90 days of vessel receipt of the check. If a check has not been cashed within 90 days of vessel receipt, the contractor shall cancel the check and provide an offset to NOAA in the amount of the original check less any check cancellation fees (Section F.5.18). The contractor shall provide evidence for all check cancellation fees to the COTR.

#### **C.4.3.13. Contractor Standards of Conduct**

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

#### **C.4.3.14. At-Sea Monitor Termination Documentation**

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

#### **C.4.3.15. Emergency Action Plan**

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

#### **C.4.3.16. Quality Assurance Plan**

The contractor shall develop and submit to NMFS a contractor

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

**C.5. PERFORMANCE MONITORING**

**C.5.1. Quality Assurance Surveillance Plan**

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

**C.6. SECURITY RISK LEVEL DESIGNATIONS**

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

LABOR CATEGORY	SECURITY RISK
Program Manager	Low
Coordinator	Low
Observer I, II, III	Low

**Investigation Packages**

At-Sea Monitors and key personnel would be considered contractors and all undergo the required background investigation (Section J, Attachment 13, Security Background Instructions) and would be either U.S. Citizens,

Naturalized Citizen, Green Card Holders (aka Permanent Resident Card), or Foreign Nationals. The following requirements will be completed prior to official hiring:

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

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

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

## **C.7. CLAUSES INCORPORATED BY REFERENCE**

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

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

### **C.7.2. CAR 1352.237-73 FOREIGN NATIONAL VISITOR AND GUEST**

**ACCESS TO DEPARTMENTAL RESOURCES (APR 2010)**

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