

1 **MAINE COAST COMMUNITY SECTOR**
2 **Fishing Year 2017 and FY 2018 (May 1, 2017 – April 30, 2019) Operations Plan and**
3 **Agreement**
4
5

6 This OPERATIONS PLAN AND AGREEMENT (this “Agreement”) is entered into as of this 4th
7 day of January, 2017 by and among the permit owners listed on the signature pages hereto and any
8 other permit owners that are admitted pursuant to the terms of this Agreement (each, a “Member”
9 and, collectively, the “Members”).

10
11 **RECITALS**

12 WHEREAS, under the Northeast Multispecies Fishery Management Plan (“Groundfish FMP”),
13 Amendment 16 to the Groundfish FMP (“Amendment 16”), and the regulations implementing the
14 FMP, a self-selecting co-operative, or “sector,” of fishermen is authorized to submit to the New
15 England Fishery Management Council (the “Council”) a proposal for the allocation of catch of
16 regulated groundfish species to such sector;

17
18 WHEREAS, the Members voluntarily formed a fishery sector through the Maine Coast
19 Community Sector (the “MCCS” or “Sector”), for the purposes of establishing a legally
20 responsible entity (i) to obtain an aggregate annual sector allocation (“Annual Catch Entitlement”
21 or “ACE”) of regulated large mesh multispecies (“Groundfish”) from the Greater Atlantic
22 Regional Fisheries Office (“GARFO”), as authorized by Amendment 16, and to sub-allocate such
23 ACE among the Members and/or their permits and vessels, (ii) to participate in Special Access
24 Programs (“SAPs”) or other approved measures in order to access closed areas to the extent that
25 such SAPs or measures are available to the Sector (iii) to take such actions as may be necessary to
26 ensure that the Sector, its Members and their vessels conduct groundfish harvesting activities in
27 compliance with the Plan, Amendment 16, the Magnuson-Stevens Fishery Conservation and
28 Management Act (the “MSA” or “Act”), the MSA’s implementing regulations, and other
29 applicable laws and regulations;

30
31 WHEREAS, Amendment 16 defines a sector as a group of 3 or more persons, none of whom have
32 an ownership interest in the other two persons in the Sector, and that documentation demonstrating
33 that the MCCS has met this definition has been provided to GARFO as Exhibit F hereto through
34 Permit No. 250387 (MRI 383) under the distinct ownership of Randy Cushman, Permit No.
35 140344 (MRI 1835) under the distinct ownership of Tom Casamassa, and Permit No. 242844
36 (MRI 2341) under the distinct ownership of Bryan Bichrest, and;

37
38 WHEREAS, in connection with the formation of the Sector, the Members desire to enter into this
39 Operations Plan and Agreement, dated January 4, 2017 (the “Agreement”) in order begin
40 operations for the 2017 and 2018 fishing years.

41
42 NOW, THEREFORE, in consideration of the mutual agreements, covenants, rights and obligations
43 set forth in this Agreement, the benefits to be derived therefrom and other good and valuable

1 consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto,
2 intending to be legally bound hereby, agree as follows:
3

4 **Article I. Representations and Warranties of the Members.** As of the date hereof, each of
5 the Members represents and warrants to the other Members and the Sector that:
6

7 Section 1.01. **Eligibility.** Each Member has been issued a valid limited access multispecies permit
8 with documented landings of Groundfish between May 1, 1996, and April 30, 2007, which are the
9 1996 through 2006 fishing years (such period of time shall hereinafter be referred to as the
10 “Qualifying Period”). Each permit that the Member intends to enroll in the Sector is listed below
11 such Member’s name on the signature pages attached hereto identified by the Moratorium Right
12 Identifier (MRI) (each, a “Permit”). Exhibit D includes a list of all Sector vessels, an indication
13 of whether the vessel will fish, and all of the state and federal permits held by members with an
14 indication whether or not those permits are enrolled in any Sector or the Common Pool.
15 Notwithstanding the list of participating vessels set forth in Exhibit D, for purposes of this
16 Agreement, “Participating Vessel” shall mean the vessel to which a Member’s Permit applies at
17 any given time.
18

19 Section 1.02. **Organization and Authority.** Each Member (i) to the extent that it is an entity, is
20 duly organized, validly existing and in good standing in its state of organization and (ii) has all
21 authority, corporate or otherwise, to enter into this Agreement on its own behalf and on behalf of
22 the Participating Vessels that it represents. This Agreement constitutes a legally valid and binding
23 obligation of each Member, enforceable against such Member in accordance with its terms. Each
24 of the Members represents that its Participating Vessel(s) and Permit(s) have no sanctions or other
25 restrictions against them that would prevent such Participating Vessels and Permits from enrolling
26 in the Sector and/or complying with the terms of this Agreement.
27

28 **Article II. Membership**

29 Section 2.01. Voluntary Membership. Participation in the Sector is completely voluntary
30 among the Members, their Permits, and the related Participating Vessels.
31

32 Section 2.02. Scope of Membership Obligations. The obligations of the Members set forth in
33 this Agreement shall only apply to the Permits and Participating Vessels (and not to any other
34 permits or vessels owned by the Members that are not enrolled in the Sector pursuant to the terms
35 hereof) to the extent that such Permits or Participating Vessels are fishing commercially with gear
36 that is capable of harvesting Groundfish. Notwithstanding the foregoing, the Members
37 acknowledge and agree that the Sector and its Members may, from time to time, be permitted to
38 participate in certain Special Access Programs (each a “SAP”) and that it may be necessary to
39 expand the scope of the membership obligations hereunder, in order to ensure that the Sector and
40 its Members are in compliance with the rules and regulations relating to each such SAP. Therefore,
41 the Members hereby agree to execute any amendments or supplements to this Agreement, which
42 may reasonably be requested by the Sector or the Sector Manager in order to comply with the rules
43 and regulations relating to any such SAP, including, without limitation, any amendments or
44 supplements that expand the scope of the membership obligations hereunder to apply to vessels
45 and/or permits that are not enrolled in the Sector.
46

1 **Section 2.03. Length of Commitment.** Each Member hereby agrees to cause each of its
2 Permits and the related Participating Vessels enrolled in the Sector at the beginning of the fishing
3 year following the date on which such Member enrolled in the Sector to remain enrolled in the
4 Sector for that entire (one) fishing year (the “Commitment Period”) with the option to enroll for
5 fishing year 2018 under this two year operations plan; provided, however, that if the Members
6 seek to extend the terms of this Agreement consistent with Article IX below and GARFO does
7 not approve the Sector’s Operations Plan and Agreement, as the same may be amended, for the
8 subsequent fishing year, then the obligation of such Member under this Section 2.03 shall
9 terminate on the last day of the existing Commitment Period. Each Member further agrees that if
10 its Permit leaves the Sector for any reason during the Commitment Period, or beginning for
11 fishing years 2017 and beyond fails to notify the Manager of intent to leave Sector by the
12 December 1 preceding the start of the next fishing year, (i) such Member shall be subject to the
13 penalty or penalties described on the Schedule of Penalties (as hereinafter defined), and (ii) such
14 Member, its Permit and the related Participating Vessel shall be ineligible to participate in the
15 Sector for a period of up to five [5] years following the date of such departure from the Sector as
16 determined by the Board. Each Member acknowledges and agrees that 50 CFR Part 648.87
17 requires that each of its Permits and the related Participating Vessels must remain in the Sector
18 for the entire fishing year in which such Permits and/or Participating Vessels are enrolled in the
19 Sector, and that each Member’s Participating Vessels may not fish outside the Sector under a
20 multispecies DAS program during any fishing year in which its Permits and/or Participating
21 Vessels are enrolled in the Sector.

22
23 **Section 2.04. New Members.** The owner of a permit that is eligible under the criteria set forth
24 in Section 1.01 hereto, but that is not enrolled as a Member (and/or whose permit is not so
25 enrolled) may apply to the Board (as hereinafter defined) for membership in the Sector. For
26 fishing year 2012 and thereafter, such application shall be made in writing no later than 30
27 calendar days after the PSC letters have been mailed by GARFO for the fishing year in which he
28 wishes to enroll and shall include evidence of eligibility. The Board shall, in its reasonable
29 discretion, determine whether the applicant shall be admitted as a Member of the Sector and/or
30 its permit included as a Permit. Notwithstanding the foregoing, no such admission shall be
31 effective until such new Member has agreed in writing to be bound by, and to cause its Permit
32 and Participating Vessel to comply with, the terms of this Agreement, and until the provisions of
33 this Agreement shall have been amended or modified to reflect such additional Member, Permit
34 and/or Participating Vessel.

35
36 **Section 2.05. Permit Transfers.** Each Member agrees that so long as it is a party to this
37 Agreement, such Member (i) shall not have the authority to sell, lease or transfer the ownership
38 of its Permit to a party that is not or does not agree in writing to be bound by this Agreement for
39 the remainder of the fishing year in which such sale, lease or transfer is to occur, (ii) shall not
40 transfer, lease or assign any days-at-sea allocated to its Permit by GARFO to any permit not
41 enrolled in a sector, and (iii) shall comply with the right of first refusal provisions of Section
42 2.08 hereof prior to the consummation of any proposed sale, lease or transfer permitted
43 hereunder. To the extent that a Member sells, leases or transfers its Permit to another individual
44 or entity (a “Transferee”) in compliance with the foregoing, then (a) such Transferee shall only
45 be permitted to participate in the Sector for the remainder of the fishing year in which the
46 transfer occurred (the “Transfer Year”) and (b) prior to the commencement of the fishing year

1 immediately following the Transfer Year, the Transferee must apply for admission to the Sector
2 pursuant to the provisions of Section 2.04 hereof in order to be admitted to the Sector as a
3 Member. For the avoidance of all doubt, for the purposes of calculating a Member's
4 Commitment Period under Section 2.03 hereof, no portion of a Transfer Year shall be included
5 in such calculation.
6

7 **Section 2.06. Membership Dues.** The Sector may, to the extent necessary for the payment of
8 the costs and expenses associated with the administration and management of the Sector
9 (including the payment of the Manager's salary or at sea monitoring costs), require payment by
10 the Members of annual membership dues and/or poundage fees. Such annual membership dues
11 and/or poundage fees shall be fixed by resolution of the Board on a fair and equitable basis prior
12 to the commencement of the applicable fishing year or at such other time as the Board may deem
13 necessary or appropriate.

14 **Section 2.07. Member Training.** Each new Member shall participate in training in the Sector's
15 operation plan, harvest plan, bylaws, and other rules prior to the start of the fishing year for which
16 he shall enroll for the first time. Such training shall be led by the Sector Manager and may involve
17 other qualified persons as determined by the Sector Manager or Board.
18

19 **Section 2.08. Right of First Refusal for External Permit Transfers.** In the event that any
20 Member (a "Transferring Member") at any time proposes to sell, transfer or lease (a "Transfer")
21 his Permit to any proposed Transferee outside of the sector who shall make a good faith, bona fide
22 written offer therefore (a "Bona Fide Offer"), then the Transferring Member shall first deliver to
23 the Sector for distribution to its Members a written notice ("First Refusal Notice") that the
24 Transferring Member proposes to make such Transfer, which First Refusal Notice shall (i) state
25 the identity of the prospective Transferee, (ii) state the amount of consideration for the Permit and
26 the material terms and conditions upon which the proposed Transfer is to be made (the date on
27 which the Sector receives the First Refusal Notice being the "First Refusal Notice Date"), (iii)
28 represent that the Bona Fide Offer is an actual bona fide offer, and (iv) include a copy of any
29 written proposal, letter of intent or other agreement relating to the Bona Fide Offer. The Bona Fide
30 Offer must have a monetary amount attached to it. The Sector or any Member shall have a period
31 of 7 calendar days following the First Refusal Notice Date (the "Election Period") in which to elect
32 to purchase or lease the Permit at the price and subject to the same terms and conditions set forth
33 in the First Refusal Notice (Or an equal monetary value if other material goods or services are
34 involved in the trade). The Sector or Member shall exercise the right to purchase or lease such
35 Permit by delivering a written notice ("Election Notice") to the Transferring Member or Sector
36 Manager within the Election Period. In the event that the Sector or member desires to purchase the
37 Permit, then the parties shall schedule a closing for the payment for, and the delivery of, the Permit,
38 which shall be no later than 90 calendar days after the First Refusal Notice Date. The Transferring
39 Member agrees to enter into and deliver an agreement for the benefit of the Sector or Member,
40 containing standard and customary representations, warranties, covenants and indemnities by the
41 Transferring Member for the benefit of the Sector. If the Sector or Member has not elected to
42 purchase the Permit within the Election Period, then the Transferring Member is free to Transfer
43 the Permit to the 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 90 calendar days
45 following the termination of the Election Period, the Transferring Member may not Transfer the
46 Permit without complying again with all the provisions of Section 2.05 and this Section 2.08.

1
2 **Section 2.09. Right of First Refusal for ACE Transfers.** In the event that any Member at any
3 time proposes to sell, transfer or lease any portion of his ACE to any proposed Transferee who
4 shall make a good faith, bona fide written offer therefore, then the Transferring Member shall first
5 deliver to the Sector for distribution to its Members a written notice that the Transferring Member
6 proposes to make such Transfer, which First Refusal Notice shall (i) state the identity of the
7 prospective Transferee, (ii) state the amount of consideration for the ACE and the material terms
8 and conditions upon which the proposed Transfer is to be made, (iii) represent that the Bona Fide
9 Offer is an actual bona fide offer, and (iv) include a copy of any written proposal, letter of intent
10 or other agreement relating to the Bona Fide Offer. The Bona Fide Offer must have a monetary
11 amount attached to it. The Sector or any Member shall have a period of 7 calendar days following
12 the First Refusal Notice Date in which to elect to purchase or lease the ACE at the price and subject
13 to the same terms and conditions set forth in the First Refusal Notice (Or an equal monetary value
14 if other material goods or services are involved in the trade). The Sector or Member shall exercise
15 the right to purchase or lease such ACE by delivering a written notice to the Transferring Member
16 within the 7 day Election Period. In the event that the Sector or Member desires to purchase or
17 lease the ACE, then the parties shall establish any necessary additional terms and conditions related
18 to the transfer, including a schedule for payment, within a reasonable amount of time. If the Sector
19 or Member has not elected to purchase or lease the ACE within the Election Period, then the
20 Transferring Member is free to Transfer the ACE to the Transferee; provided that such Transfer is
21 on the terms and conditions specified in the First Refusal Notice. If the proposed Transfer to the
22 Sector or Member is not consummated within a reasonable amount of time after the close of the
23 Election Period, then Transferring Member may Transfer the ACE upon complying again with all
24 the provisions of this Section 2.09. All ACE transfers must also comply with Section 4.09 below,
25 including those requirements for Board and GARFO approval.

26
27 **Section 2.10. Release of Confidential Data.** Pursuant to section 402(b)(1)(F) of the Magnuson-
28 Stevens Fishery Conservation and Management Act, 16 U.S.C §1881a(b)(1)(F), the undersigned
29 hereby authorizes the release to the Manager, or designated sector employee(s), of the Maine Coast
30 Community Sector of information that may be or is considered to be confidential or privileged by
31 the Magnuson-Stevens Act or other federal law regarding the catch of various species of fish
32 associated with the limited access Northeast multispecies permit with the Moratorium Right
33 Identifiers (MRIs) enrolled in the sector submitted to the National Marine Fisheries Service that
34 the undersigned has authority to access. This information includes data required to be submitted
35 or collected by GARFO, on an individual MRI and/or aggregated scale, including but not limited
36 to days-at-sea allocation and usage, vessel trip reports, dealer reports, Northeast Federal Observer
37 Program data, catch and landings history data for all species harvested by the vessel/MRI, Sector
38 at-sea monitoring data, protected species takes/interactions, enforcement data, vessel baseline data
39 (length, horsepower, etc), VMS information, and all other information associated with the vessel,
40 MRI #, and/or permit records. In addition, this information includes data for species not managed
41 under the multispecies FMP.

42
43 All confidential Sector data may be released to the Sector Manager, or designated sector
44 employee(s). This statement applies to all confidential data for a two-year time period
45 encompassing FYs 2017 and 2018.

46
47 **Section 2.11. Code of Ethics and Conduct for Sector Members, Sector Manager, and Sector**

1 **Representatives:**

2 M CCS believes in and values:

3

4 Professional accountability and integrity:

5 Accepting responsibility for professional decisions and actions while fishing, attending
6 meetings, or engaged in projects as facilitated by M CCS. M CCS members and representatives will
7 deal fairly, honestly and in good faith with those they work and interact with.

8

9 Non-discrimination:

10 Approaching those you engage with respect and cultural sensitivity.

11

12 Members are to understand that each of these core values are to be considered when making ethical
13 and professional decisions in their capacity as sector members or representatives. These values are
14 of equal weight and importance.

15

16

17 **Article III. ADMINISTRATION**

18 Section 3.01. **Sector Manager.** The Board of Directors (the “Board”) of the Sector shall
19 appoint a manager of the Sector (the “Manager”), which Manager shall have the authority to
20 manage the day-to-day business of the Sector and to act as its designated agent for service of
21 process. Ben Martens of Brunswick, Maine, is the current agent for service of process and will
22 continue in that role.

23

24 Section 3.02. **Manager Authority.** The Manager shall have the authority (i) to monitor the
25 activities of the Members and the Participating Vessels and to take other similar actions as may
26 be necessary to ensure compliance by the Members and their Permits and Participating Vessels
27 with this Agreement and other Sector requirements as may be adopted under the terms of this
28 Agreement or the Sector’s Bylaws, as well as applicable laws, rules and regulations, and (ii)
29 subject to the authority and direction of the Board or a committee delegated thereby pursuant to
30 this Agreement, the Sector’s Bylaws or any other agreement relating to the Sector’s internal
31 governance, to enforce this Agreement, including specifically, without limitation, the authority to
32 impose “stop fishing” orders and penalties as set forth in the Schedule of Penalties (as hereinafter
33 defined). The Manager shall also act as the liaison between GARFO and the Sector.

34 Section 3.03. **Sector Weekly and Daily Catch Reports** The sector will submit required reports
35 using the format and procedure prescribed by GARFO. The Manager or Sector Data Analyst will
36 retain and maintain all sector data, paper and electronic, and shall, on a weekly basis, transmit to
37 GARFO catch reports providing data required by GARFO that includes, but are not limited to, (i)
38 catch data by cumulative live weight landings and discards by stock, statistical area, and status of
39 ACE for each of the stocks allocated to the Sector; (ii) administrative data including week ending
40 date, number of trips, gear used, submission date of report, and whether the record was new or
41 updated; (iii) observer data including data collected on an observed trip by a Northeast Fisheries
42 Observer Program Observer, and shall extrapolate that across the entire Sector (cumulative) in the
43 manner prescribed by GARFO; (iv) monitoring data including catch data collected on monitored
44 trips by independent, third-party catch monitors, with extrapolation across the entire Sector
45 (cumulative) in the manner prescribed by GARFO; (v) issues regarding data discrepancies, such

1 as outstanding catch records and any actions being taken to resolve such discrepancies, (vi) any
2 enforcement or compliance issues, including issues that were resolved or issues under investigation
3 (unless administrative only), and (vii) a list of vessels landing during the week, a summary of the
4 at sea monitoring effort that includes the vessels monitored, the date and location of monitoring,
5 and any discrepancies observed.

6
7 This information will be organized and contained in the following weekly reports:
8

- 9 1. Sector Manager ACE Status Report: The ACE Status Report provides the sector
10 managers ACE status calculations. This will allow GARFO to cross-check totals,
11 as stipulated in Amendment 16. Information includes the original ACE at the start
12 of the fishing year, the current ACE, harvested ACE, and the percent harvested to
13 date.
- 14 2. Sector Detail Report: The Sector Detail Report includes information down to the
15 sub-trip level about each sector trip for a given week, regardless of the
16 completeness of the data. The information will include stock, gear, mesh categories,
17 landing amounts, discards, and total catch.
- 18 3. Sector Trip Issue Report: The Sector Trip Issue Report provides information about
19 sector trips for a given week that have enforcement, data quality, or other issues.
20 The sector manager or data analyst will submit one Issue Report per reporting
21 period. Weekly reports must include any enforcement or reporting compliance
22 issues, including violations of sector operations plans (exclusive of defined
23 administrative provisions), violations of regulations, or general problems with
24 monitoring or sector operations during the reporting period.
25

26 The reporting frequency for the sector manager's ACE Status Report will be increased to daily
27 when 90% of any of the sector's ACEs is reached. The Sector Manager, or a designated
28 representative, must notify NOAA Fisheries immediately by email if the threshold that triggers
29 daily reporting has been reached. During the period when a sector has reached or exceeded 90%
30 of any of its ACEs, a daily ACE Status Report must be submitted only on a day when a member
31 vessel lands, or when the sector engages in an ACE transfer of a stock that is exceeding the 90%
32 threshold. The Manager shall include in such notice whether it intends to distribute the ACE
33 reserve, consistent with sections 4.03 and 4.04.
34

35 The Sector manager (or his/her designated representative) will derive stock specific discards for
36 each trip. If the trip is observed by either an at-sea monitor or a Northeast Fisheries Observer
37 Program (NEFOP) observer, discards will be derived based on data collected during that trip and
38 will account for all hauls (observed and unobserved) on that trip. If the trip is not observed, discards
39 will be derived using the GARFO-provided discard rate resulting from the GARFO method to
40 estimate 'in-season' discard rates, which may not include data from research trips or sector trips
41 using certain exemptions.
42

43 The Sector will submit all data quality issues through the GARFO JIRA issue tracking application
44 for research and correction.
45

46 Section 3.04. Annual Report. The Manager shall prepare and submit to the Council and

1 GARFO an annual year-end report on the fishing activities of its Members, including the harvest
2 levels of all species by Sector vessels (landings and discards by gear type), the number of sector
3 vessels that fished for regulated groundfish, and the permit and MRI numbers associated with those
4 vessels (except when this would violate protection of confidentiality), the number of vessels that
5 fished for other species, the method used to estimate discards, the landing ports used by Sector
6 vessels while landing regulated groundfish, any enforcement actions taken against the Members,
7 and other relevant information required by the Regional Administrator to evaluate the Sector's
8 performance, within 60 days of the end of the fishing year.

9
10 **Section 3.05. Sector Board.** For FY 2017 and 2018, the MCCS board of directors, officers, and
11 attorney are listed below. If the Sector Data Analyst (Emily Tucker) cannot be reached GARFO
12 may contact Ben Martens or Gerry Cushman with any sector-related business. GARFO may
13 receive official communications on the sector's behalf from these same individuals.

14
15 MCCS Board of Directors:

- 16 1. Gerry Cushman
- 17 2. Bryan Bichrest
- 18 3. Joe Nickerson
- 19 4. Geoff Smith
- 20 5. Tom Casamassa
- 21 6. Brian Pearce
- 22 7. Troy Bichrest

23
24
25 MCCS Attorney
26 Roger Fleming, Attorney

27
28 **Section 3.06. Infractions.** The Board shall oversee the handling of all infractions. The Board
29 shall ensure fair, consistent and appropriate enforcement of this Agreement, the Harvesting
30 Rules, the ACE (as hereinafter defined) requirements set forth on Exhibit B hereto, the Plan,
31 Amendment 16, and other Sector requirements as may be adopted under the terms of this
32 Agreement or the Sector's Bylaws. The Board is responsible for reviewing the "Schedule of
33 Penalties" attached as Exhibit A and shall either approve it or, if it determines appropriate, it
34 shall make changes to it. The Schedule of Penalties shall address any unauthorized fishing
35 activities (whether under applicable laws, rules and regulations or otherwise) and violations of
36 this Agreement, the Harvesting Rules, the ACE requirements, the Plan, Amendment 16, and
37 other Sector requirements as may be adopted under the terms of this Agreement or the Sector's
38 Bylaws. Such schedule of penalties may be based on reductions in ACE instead of or as an
39 alternative to dollars amounts. The Board shall review and approve any Schedule of Penalties
40 prior to the commencement of the fishing year for which such Schedule of Penalties has been
41 prepared. In addition, the Board shall have the authority to take any number of enforcement
42 measures against the Members for the non-payment of membership dues and/or poundage fees.
43 Such enforcement measures may include requesting expulsion of the violating Member under
44 Section 8.02 and issuing a stop fishing order against such Member.

45 **Section 3.07. Procedures for Investigations.** In addition to the Manager's authority described
46 in Section 3.02 hereof, the Manager may, on his own, and shall, at the request of the Board or a

1 Member, request that the Board conduct an investigation of possible infractions of the
 2 Agreement, the Harvesting Rules, the Plan, Amendment 16, or other Sector requirements as may
 3 be adopted under the terms of this Agreement or the Sector’s Bylaws, by calling a meeting of the
 4 Infractions Committee and presenting it with the information that is the basis for the Manager’s
 5 or Member’s opinion that an infraction occurred. The Board shall operate as a “blind”
 6 committee, such that the identity of the Member, Permit and/or Participating Vessel under
 7 consideration shall only be known to the Manager. The Board may assign a number of its
 8 members, which constitutes no more than 50% of the Board, to investigate the matter further and
 9 to recommend action, if any, to the full Board. Such committee member assignments shall be
 10 rotated. If, upon the conclusion of such investigation, the Board determines by an affirmative
 11 vote of a majority (51%) of its members that a violation of this Agreement, the Harvesting Rules,
 12 the Plan, Amendment 16, or other Sector requirements (as may be adopted under the terms of
 13 this Agreement or the Sector’s Bylaws) has occurred, it may, and is hereby given the authority to
 14 impose penalties consistent with those prescribed in the Schedule of Penalties, (ranging from
 15 letters of warning to fines or reductions in ACE, to stop fishing orders) or to recommend
 16 expulsion of the Member. The Board shall exercise all reasonable efforts to ensure that penalties
 17 and settlements are commensurate with the nature and extent of the violation, are designed to
 18 further the purposes of the Sector, Plan, and Amendment 16, and are uniform with those reached
 19 in similar circumstances. All appeals from such Board action shall be taken in accordance with
 20 Section 7.05 hereof. Each of the Members agrees to cooperate fully with the Manager and the
 21 Board in such investigations and procedures (including cooperation with any requests for
 22 information or data that may be made by the Manager or the Board).

23
 24 Section 3.08. Sector Points of Contact.

Sector Communications Contacts for Maine Coast Community Sector Fishing Year 2017 and 2018							
Name	Title	Responsibility	Email	Phone	Street Address	City/State	Zip
Emily Tucker	Sector Data Analyst	Day-to-day sector operations, Weekly reports					
Ben Martens	Sector Manager	Alternative Contact Policy issues, outreach					
Gerry Cushman	Board Liaison	Board Contact (Emergencies Only)					

25
 26

1 **Article IV. ALLOCATION AND HARVEST**

2 **Section 4.01. Sector Allocation.** The Sector will be allocated an Annual Catch Entitlement
3 (“ACE”) of all allocated groundfish stocks consistent with Amendment 16 and as set forth in
4 Exhibit B hereto. Sector ACE for each groundfish stock will be based on the landings history of
5 each permit during the time period FY1996-FY2006, except for GB Cod, which is allocated to
6 certain permit/MRIs based on FY1996-FY2001 (see Amendment 16).

7
8 **Section 4.02. Annual Distribution, Consolidation, and Harvest.** Each Member hereby
9 acknowledges and agrees that the aggregate allocation of Groundfish authorized by Amendment
10 16 and GARFO to the Sector (“Sector ACE”) shall be harvested in accordance with the
11 Harvesting Rules, which are set forth as Exhibit C hereto, and the provisions for allocation set
12 forth in Exhibit B hereto. Consistent with Exhibit B, prior to the commencement of the Fishing
13 Year, the Board shall make an initial distribution of the Sector’s ACE to members based on the
14 Members’ fishing history (“Individual ACE”). After the initial allocation of ACE is made, and
15 at any time during the fishing year, Members are free to transfer, lease, or sell any Individual
16 ACE to any other Member consistent with Section 4.09. Members with or without ownership
17 interests in multiple Permits may consolidate ACE to harvest from a single or fewer vessels,
18 provided that the Manager is notified and consents to such transfer. See Section 5.10 for further
19 discussion regarding redistribution of ACE, and Exhibit B and Table B.3 for further discussion
20 regarding consolidation of ACE.

21
22 Each Member agrees to, and agrees to cause its Participating Vessels to, exercise all commercially
23 reasonable efforts to (i) assist in harvesting an amount of Groundfish equal to, but not greater than,
24 the Sector ACE, as further set forth on Exhibit C, and (ii) to comply with all of the other Sector
25 requirements set forth in Exhibit B and Exhibit C hereto. If at any time during the fishing year the
26 Board determines that the Sector ACE may not be fully harvested, the Board shall, subject to the
27 provisions of this Section 4.02, seek to redistribute the Sector ACE, through Individual ACE,
28 monthly Sector ACE targets or otherwise, to ensure that the Sector ACE is fully harvested. In
29 addition, to the extent that the Sector ACE is adjusted upward or downward after the
30 commencement of any fishing year, whether by the authority of GARFO, by framework
31 adjustment or by other regulatory action, the Board shall have the authority to redistribute the
32 adjusted Sector ACE through adjustments to Individual ACE, monthly quotas, or otherwise, to
33 ensure that the adjusted Sector ACE is properly harvested by the Members.

34
35 **Section 4.03. Sector ACE Reserve.** Each Member agrees that the Board may, in its sole
36 discretion, establish a reserve of each Groundfish species in order to ensure that the Sector
37 remains in compliance with its Sector ACE limit; provided, however, that such reserve shall not
38 exceed 10 percent (10%) of the Sector ACE. The amount of the reserve shall be deducted from
39 the Sector ACE before such Sector ACE is distributed among the Members, their Permits and
40 their Participating Vessels through Individual ACE, monthly quota targets, or otherwise.

41
42 **Section 4.04. Distribution of Sector ACE Reserve.** If the Board, subsequent to the establishment
43 of a reserve pursuant to Section 4.03 hereof, determines that the Sector ACE, as adjusted
44 pursuant to Section 4.03, will be harvested by the Participating Vessels, the Board shall release
45 and authorize the harvesting of the reserve by the Members. Such release and authorization shall
46 be conducted in a manner consistent with all other requirements herein and any additional Board

1 requirements approved as part of the authorization in order to ensure the Sector ACE is not
2 exceeded.

3
4 **Section 4.05. Research Reserve.** Each Member agrees that the Board may establish a reserve
5 of ACE for each Groundfish species for purposes related to research. The terms and conditions
6 for the distribution of ACE placed into the reserve shall be established through an agreement
7 between the Board and the Member(s) electing to place ACE in the reserve. The amount of the
8 reserve shall not exceed the ACE of such Member(s), their Permits, and their participating
9 Vessels, and shall be deducted from the Sector ACE before such Sector ACE is distributed
10 through Individual ACE or otherwise.

11
12 **Section 4.06. Distribution of Research Reserve.** The Board, subsequent to the establishment of
13 a Research Reserve pursuant to Section 4.05 hereof, shall release and authorize the harvesting of
14 the Research Reserve by the Members as specified in the agreement(s) establishing such reserve.
15 Such release and authorization shall be conducted in a manner, consistent with this plan, that
16 continues to ensure the Sector ACE is not exceeded.

17
18 **Section 4.07. Monitoring Costs Reserve.** Each Member agrees that the Board may establish a
19 reserve of ACE for each groundfish species for purposes related to monitoring costs. The terms
20 and conditions for the distribution of ACE placed into the reserve shall be established through an
21 agreement between the Board and the Member(s) electing to place ACE in the reserve. The amount
22 of the reserve shall not exceed the ACE of such Member(s), their Permits, and their participating
23 Vessels, and shall be deducted from the Sector ACE before such Sector ACE is distributed through
24 Individual ACE or otherwise.

25
26 **Section 4.08. Fishing History in Sector.** The Members agree that any fishing history, which is
27 accumulated or established using the Individual ACE attributed to a Member's Permit while it is
28 participating in the Sector (the "Sector History"), shall be attributed to such Member's Permit,
29 and not to any other permits. The Members further agree that any future allocations of
30 Groundfish made within the Sector shall be based on the fishing history of the Members' Permits
31 that is accumulated during the relevant Qualifying Period.

32
33 **Section 4.09. Non-Prejudicial.** It is the intent of the Members that the allocation of ACE to any
34 Member's Permit related to the Qualifying Period, derived from reports to GARFO prior to
35 joining the Sector, shall not be diminished or penalized as a result of participation in the Sector
36 in lieu of participation in the multispecies DAS program.

37
38 **Section 4.10. ACE Transfer/Carryover.** The Sector may carry up to 10 percent of its unused
39 ACE forward into the next fishing year unless a different threshold is established by GARFO.
40 Participating Vessels and/or Permits may transfer Individual ACE to other Participating Vessels
41 and/or Permits, or otherwise pool or redistribute Individual ACE, provided that the Manager is
42 notified and consents to such transfer.

43
44 There is no limit on the amount of ACE that can be transferred between Sectors. This exchange
45 can occur at any time during the fishing year and up to 2 weeks into the following fishing year.
46 Members must notify the Manager prior to requesting a transfer of ACE to another Sector and such

1 request must be approved by the Board prior to the Sector transmitting the ACE transfer request
2 to GARFO. The transfer does not become effective until approved by GARFO and both Sectors
3 are notified.

4
5 Since ACE transfers may take place after fishing has commenced and it will not be clear whether
6 sectors are able to balance overages by acquiring ACE until all transfers have been processed, the
7 Sector recognizes that GARFO will hold 20 percent of the Sector ACE for each stock in reserve
8 until 61 days after the beginning of the fishing year in order to ensure that sectors will have
9 sufficient ACE to balance overages from the previous year.

10
11 **Section 4.11. ACE Overages.** Any Sector ACE overage that is not accounted for through a
12 subsequent ACE transfer will be considered a violation of the Plan and regulations. GARFO may
13 hold Members and the Sector jointly and severally liable for such overage as indicated in Article
14 VII below. If the Sector or a Member exceeds its or their allocation, the overage will be deducted
15 the following year on a pound for pound basis, after accounting for any transfers. A permanent
16 reduction in Sector ACE will follow any vessels that leave the Sector.

17
18 The Harvest Rules, Exhibit C, show how the Sector plans to avoid exceeding its ACE, along with
19 actions to be taken should the ACE be exceeded. Overage penalties are identified in the schedule
20 of penalties (Exhibit A). GARFO will withhold 20 percent of the Sector ACE at the beginning of
21 the fishing year for a period of 61 days to allow time to process any end-of-year transfers of ACE
22 and to determine whether any reductions in ACE are necessary due to overage in the previous year.

23
24 If an overage occurs and a vessel(s) leaves the Sector but the remaining vessels have enough ACE
25 to cover the overage deduction, the impacts on departing Members will be determined by the
26 Infractions Committee and Board.

27
28 If an overage occurs and the Sector disbands completely each permit will receive a percentage
29 reduction in DAS equal to the maximum percentage overage of the Sector (e.g. The Sector goes
30 over by 5% on stock A and 10% on stock B, therefore each permit receives a 10% DAS reduction).

31
32 If a vessel causes a Sector ACE overage, leaves the Sector, and there is insufficient ACE in year
33 3 to cover the year 2 overage, consistent with Amendment 16 there will be a pound-for-pound
34 penalty applied to that permit in the new Sector or a percentage DAS reduction if the Member
35 joins the Common Pool.

36
37 **Section 4.12 Non-target Fisheries.** The MCCS will undertake measures to avoid or minimize
38 catching groundfish in non-groundfish fisheries participated in by sector vessels by adhering to all
39 monitoring and reporting requirements, using gear that minimizes groundfish bycatch such as
40 nordmore grates and topless trawls in the shrimp fishery, and adjusting its fishing patterns (time
41 and area restrictions) or its gear at the request of the Sector Manager if groundfish catch approaches
42 either an individual's or the Sector's ACE. If at any point an individual or the Sector does not
43 have ACE available and groundfish catch cannot be avoided in a non-groundfish fishery for which
44 there is not a separate sub-ACL of groundfish, then its vessels shall not participate in such fisheries.

45
46 **Article V. ADDITIONAL MEMBERSHIP REQUIREMENTS, RESTRICTIONS, AND**

1 **EXEMPTIONS**

2 Section 5.01. Letters of Authorization and Proof of Sector Membership. Upon approval,
3 each sector vessel will be issued a Letter of Authorization (LOA) specifying the exemptions
4 granted. Vessels must comply with all applicable regulations stipulated in the LOA and all
5 applicable Federal regulations and laws not specifically exempted in the LOA. Each Member
6 agrees that its Participating Vessel(s) shall maintain on-board at all times while fishing for
7 groundfish a LOA from GARFO verifying such Participating Vessels' participation in the
8 Sector, contact information for the Sector Manager, and a copy of the Operations Plan and
9 Agreement in effect for the current fishing year.

10
11 Section 5.02. Gear Restrictions. While the primary gears used by Participating Vessels will be
12 otter trawls, sink gillnets, and automatic electric jigging machines there is some history of use of
13 other gear including traps, demersal long lines and handlines. The MCCA is authorized to use
14 any gear allowed by regulations including automated hook, jigs, handlines, Scottish seines, beam
15 trawls, or pots.

16 Section 5.03. Area Restrictions. Each Member and Participating Vessel agrees that it shall not
17 fish commercially with gear that is capable of harvesting Groundfish outside the Gulf of Maine
18 Regulated Mesh Area (RMA), the Inshore Georges Bank RMA or the Offshore Georges Bank
19 RMA, as identified in the Harvesting Rules set forth in Exhibit C hereto.

20 Section 5.04. Area Declarations. For the purpose of providing the Sector and its Manager with
21 a greater understanding of the fishing patterns conducted by their members, the following reporting
22 requirements have been crafted and adopted by the Sector in collaboration with **all** Northeast
23 Groundfish Sectors in the region. These provisions afford Sectors an administrative tool to track
24 fishing activity west of the 70:15. The implementation of the following requirements is
25 conditioned on the adoption of all Northeast Groundfish Sectors in their FY 2017 Operations Plans.
26 In the event this provision is not adopted by all Northeast Groundfish Sectors the specifications
27 below will not be implemented by this Sector.

28
29 For the purpose of this rule, the portion of BSA 1 West of 70:15 to the shoreline North to the Maine
30 Coast and South to Cape Cod would be defined as **Inshore GOM**.

31
32 When an Observer/Monitor is onboard. The Sector Vessel may declare and fish in all Broad
33 Stock Areas, including the portion of BSA 1 defined as the Inshore GOM in section 5.04.

34
35 When an Observer/Monitor is NOT onboard.
36 If the Sector Vessel intends to fish West of the 70:15 in the area described in Section 5.04 of this
37 operation plan as the Inshore GOM, at any time during a trip, the vessel must declare BSA 1 only
38 and the Sector Vessel may not conduct any fishing activity outside of the area defined as BSA 1
39 for the entire trip.

40
41 If the vessel declares more than one Broad Stock Area on a trip, the vessel is prohibited from
42 conducting fishing activity West of the 70:15 in the area described in Section 5.04. as the Inshore
43 GOM.

1 If the Member declares more than one BSA on the trip, the Member is prohibited from conducting
2 fishing activity West of the 70:15 in the area described above as the Inshore GOM and the Member
3 must indicate acknowledgement of this restriction by transmitting a Trip Start Hail, through their
4 VMS unit or third party software, and check the “b. Inshore Gulf of Maine” from the list of Sector
5 Ops Plan Provisions in the Trip Start Hail.
6

7 **Section 5.05. Operators.** Each Member agrees to ensure that any operators of its Participating
8 Vessels fully comply with the obligations and restrictions set forth in this Agreement. Each
9 Member further agrees to accept responsibility hereunder for the actions of any such operators
10 that result in a violation of this Agreement.

11 **Section 5.06. Designated Landing and Departure Ports.** To enable the Members and the
12 Manager to monitor, observe and verify catches, each Member agrees that each of its Participating
13 Vessels will only offload fish in, and depart to fish from, the designated ports as follows (“Remote”
14 locations are noted.):
15

- 16 1. Portland Harbor, Portland, ME
- 17 2. Port Clyde Harbor, Port Clyde ME (Remote)
- 18 3. Cape Porpoise Harbor, Kennebunkport, ME (Remote)
- 19 4. Kennebunkport Harbor, Kennebunkport, ME (Remote)
- 20 5. Sebasco Harbor, Phippsburg, ME (Remote)
- 21 6. Boothbay Harbor, Boothbay Harbor ME (Remote)
- 22 7. Cundys Harbor, Harpswell, ME (Remote)
- 23 8. Camp Ellis, Saco, ME (Remote)
- 24 9. South Briston, ME (Remote)
- 25 10. Five Islands, ME (Remote)
- 26 11. Bass Harbor, ME (Remote)
- 27 12. Gloucester Harbor, Gloucester, MA (Remote)
- 28 13. Saco, ME (Remote)
- 29 14. Portsmouth, NH (Remote)
- 30

31 **Section 5.07. Landing Port Exceptions.** Landings in ports other than those listed in Section 5.06
32 are permitted on a temporary, case-by-case basis, subject to prior approval of the Manager;
33 provided, that the Manager determines that the excepted landing will not impair effective
34 enforcement and monitoring of the Sector and this Agreement. Such exceptions may be granted
35 at the discretion of the Manager with GARFO OLE approval of the issue prompting the
36 exemption request. Exemptions may be granted due to weather, safety concerns, equipment
37 malfunction, or family emergency. For the purposes of this paragraph, landing port exceptions
38 that are of a significant or prolonged nature, would include, but not be limited to, more than two
39 exceptions per month for a vessel, or if the timeframe for any such exception is greater than two
40 days.
41

42 **Section 5.08. Advanced Notice of Offloading.** Consistent with the requirements of Section 6.01,
43 vessels shall notify the Sector Manager through the vessel’s Vessel Monitoring System (VMS)
44 or other means prior to landing, Consistent with Exhibit G, each Participating Vessel operator
45 must send a trip start hail and a trip end hail six hours before arrival, or immediately upon
46 leaving the fishing grounds if fishing ends less than six before landing. An alternative timing for

1 the trip end hail may be implemented during the 2018 fishing year if agreed upon by the sector,
 2 sector monitoring provider, and GARFO. Vessels shall provide location and approximate time of
 3 landing, and estimation of pounds to be landed. The trip end hail will be sent upon completion of
 4 the last tow with required information.

5
 6 **Section 5.09 Exemptions.** The MCCA is exempt from certain regulations otherwise applicable
 7 to participants in the Groundfish FMP. Upon approval, each sector vessel will be issued a Letter
 8 of Authorization (LOA) specifying the exemptions granted. Vessels must comply with all
 9 applicable Federal regulations and laws not specifically exempted in the LOA.

10
 11 *Universal Exemptions*

12 Such exemptions include all of the “universal exemptions” approved as part of the Groundfish
 13 FMP and Amendment 16. These universal exemptions applicable to the MCCA include the
 14 following:

- 15
- 16 • Trip limits on allocated stocks (described more fully in Exhibit C)
- 17 • Groundfish days-at-sea (DAS) restrictions (note that DAS regulations will still exist for
- 18 certain non-groundfish fisheries including monkfish)
- 19 • GOM Cod Protection Closures:
 - 20 ○ Vessels are exempt from GOM Cod Protection Closures IV (October) and V
 - 21 (March), but must comply with GOM Cod Protection Closures I (May), II (June),
 - 22 and III (November, December, and January).
- 23 • Georges Bank Seasonal Closed Area
- 24 • The 6.5-inch minimum mesh size restriction for trawl gear when using a haddock separator
- 25 trawl within the Georges Bank Regulated Mesh Area, provided the vessel uses a codend
- 26 with at least 6-inch minimum mesh size.

27
 28 *Exemptions Previously Approved for FY 2017/2018*

29 The final rule approving sectors for FY 2010 (75 Fed. Reg. 18113 (April 9, 2010)) approved
 30 several additional exemptions for certain sectors. As directed by GARFO, although these
 31 exemptions were approved for FY 2010, 2011, 2012, 2013, 2014, 2015, and 2016 sectors wanting
 32 these exemptions for FYs 2017-2018 must again include these exemption requests in their FYs
 33 2017-2018 operations plans, but do not need to provide a supporting justification for these
 34 exemptions as GARFO will use the same information from 2010-2016. The FY 2010-2016
 35 exemptions requested by the MCCA for FYs 2017-2018 are as follows:

- 36 • 120-day block requirement out of the fishery for day gillnet vessels
 - 37 ○ This measure was implemented in 1997 under FW 20 (62 FR 15381, April 1, 1997) to
 - 38 help ensure that management measures for Day gillnet vessels were comparable to
 - 39 effort controls placed on other fishing gear types (the proposed rule for this action
 - 40 erroneously stated that this action had been implemented in 1996 under Amendment
 - 41 7). Regulations at § 648.82(j)(1)(ii) require that each NE multispecies gillnet vessel
 - 42 declared into the Day gillnet category declare and take 120 days out of the non-exempt
 - 43 gillnet fishery. Each period of time taken must be a minimum of 7 consecutive days,
 - 44 and at least 21 of the 120 days must be taken between June 1 and September 30. This
 - 45 measure was designed to control fishing effort and, therefore, is no longer necessary

1 for sectors because sectors are restricted to an ACE for each groundfish stock, which
 2 limits overall fishing mortality. Because sector vessels are prohibited from discarding
 3 all legal-sized allocated fish when on a sector trip, and are restricted by their ACE,
 4 vessels will likely fish more selectively, which in turn, can increase each vessel's catch
 5 per unit of effort (CPUE) and reduce the number of days that fixed gear is in the water.
 6 Similarly, protected species (such as harbor porpoise and humpback whales) may
 7 benefit from less fishing effort and fewer gear days.

8 • 20-day spawning block

9 ○ Regulations at § 648.82(g) require vessels to declare out and be out of the NE
 10 multispecies DAS program for a 20-day period each calendar year between March 1
 11 and May 31, when spawning of cod is most prevalent in the GOM. While this measure
 12 was designed to reduce fishing effort on spawning fish stocks, sector vessels will utilize
 13 an ACE to restrict their fishing mortality. Undersized fish caught by sector vessels
 14 cannot be kept and, additionally, the catch will count against the sector's ACE. This
 15 creates a strong incentive for sectors to avoid catching undersized fish. In addition,
 16 there are minimal temporal and spatial restrictions associated with this regulation, and
 17 allowing vessel owners to select any 20-day period out of the fishery does not
 18 necessarily prevent them from harvesting spawning fish.
 19

20 • Prohibition on a vessel hauling another vessel's gillnet gear

21 ○ This exemption allows one vessel to hauling another vessel's gillnet gear (§§
 22 648.14(k)(6)(ii)(A) and 648.84). These sectors argued that the regulations pertaining
 23 to gear-marking controls, setting, and hauling responsibilities are no longer necessary,
 24 because the sector would be confined to an ACE for each stock, and that "community"
 25 fixed gear would allow vessel owners greater flexibility. In addition, the sectors argued
 26 that shared fixed-gear fishing effort could potentially reduce the amount of gillnet gear
 27 in the water and minimize the use of gear to "hold" additional bottom ground. Sectors
 28 specify in their Operations Plans that all vessels participating in community fixed gear
 29 will be held jointly liable for any violations associated with that gear. An LOA issued
 30 to the sector vessels that qualify for this exemption will specify the tagging provisions
 31 to ensure it is an enforceable provision.

32 *MCCS members did not utilize this exemption last fishing year and has only been used once since the*
 33 *sector has requested the exemption. When it was used it was because one of our members had a boat*
 34 *break down and did not wish to leave his gear out on the water for an extended period of time. MCCS*
 35 *does not expect to see this exemption utilized except in rare instances similar to our one previous use*
 36 *of this exemption.*

37 • Length and horsepower restrictions of the DAS Leasing Program

38 ○ While Amendment 16 exempts sector vessels from the requirement to use NE
 39 multispecies DAS to harvest groundfish, some sector vessels will still need to use NE
 40 multispecies DAS under specific circumstances; for example, when fishing for
 41 monkfish. This is an exemption from the FAD Leasing Program length and horsepower
 42 restrictions. Sector ACCEs eliminate the need to use vessel characteristics to control
 43 fishing effort and that removal of this restriction would allow sector vessels more

1 flexibility. Leasing under this exemption is without regard to baseline characteristics
 2 and only occurs between vessels of the same sector or vessels of any other sector that
 3 is also granted this exemption.

- 4 • Limit on the number of hooks that can be fished
 - 5 ○ This is an exemption from the number of hooks that a vessel may fish on a given fishing
 - 6 trip. This measure, which was initially implemented through an interim action (67 FR
 - 7 50292, August 1, 2002) and made permanent through Amendment 13, was designed to
 - 8 control fishing effort and, therefore, is no longer necessary because the sector is
 - 9 confined to an ACE for each stock, which restricts fishing mortality. Current
 - 10 regulations (§648.80) prohibit vessels from fishing or possessing more than 2,000
 - 11 rigged hooks in the GOM RMA, more than 3,600 rigged hooks in the GB RMA, more
 - 12 than 2,000 rigged hooks in the SNE RMA, or more than 4,500 rigged hooks in the MA
 - 13 RMA. The potential for gear interactions between protected resources and
 - 14 longline/hook gear is much lower than the interaction potential from bottom trawl or
 - 15 gillnet gear. In addition, the use of longline/ hook gear minimizes fishing impacts on
 - 16 benthic habitat.
- 17 • Limits on the number of sink gillnets for Day gillnet vessels in GB, SNE, and MA RMAs
 - 18 ○ Day gillnet vessels using this exemption in these areas may fish up to 150
 - 19 roundfish or flatfish nets, but may not exceed 150 nets total. Vessels must tag
 - 20 both roundfish gillnets and flatfish gillnets with one tag per net.
 - 21
 - 22 ○ This exemption does not apply in the GOM RMA. Day gillnet vessels in the
 - 23 GOM RMA are restricted to 100 gillnets (of which no more than 50 can be
 - 24 roundfish gillnets). Roundfish gillnets must be tagged with two tags per net,
 - 25 while flatfish gillnets can be marked with one tag per net.
- 26 • Limits on the number of gillnets may be hauled on GB when fishing under a Groundfish
- 27 DAS and Monkfish DAS
 - 28 ○ This is an exemption from the number of gillnets (50) that may be hauled while
 - 29 fishing on a groundfish and monkfish DAS on GB.
- 30 • Prohibition on discarding legal-size unmarketable fish

31
 32
 33
 34 *Exemptions Approved for FY 2016/2017*

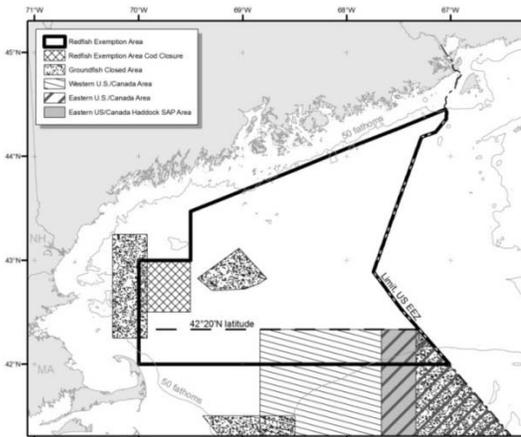
- 35
- 36
- 37 • Exemption from the 6.5-inch mesh size for directed redfish trips:
 38 This exemption allows a sector vessel to fish for Acadian redfish in the designated
 39 Redfish Exemption Area, described below, using nets with codend mesh no smaller than
 40 5.5 inches. When fishing inside the Redfish Exemption Area all other restrictions
 41 applicable to trawl nets still apply. In order to use this exemption, a vessel must strictly
 42 adhere to the following conditions and restrictions:
 43

1 The vessel must declare its trip in PTNS under standard requirements, there is no
 2 additional at-sea monitoring coverage required above the target coverage level for the
 3 sectors (i.e., ~16% in fishing year 2017).
 4

5 2. Prior to leaving the dock, the vessel must declare its intent to use the redfish exemption
 6 on the trip through the VMS trip start hail by checking the box “Redfish Trip” under
 7 sector exemptions.
 8

9 3. The vessel must submit a Multispecies Catch Report through its VMS system, each
 10 day for the **entire trip**, including Parts 1 and 2 of the trip as described below, even if the
 11 vessel has declared the exemption, but does not target redfish. The vessel must submit
 12 Multispecies Catch Reports through VMS in 24-hr intervals for each day of the fishing
 13 trip. The report must be submitted by 0900 hr (9:00 a.m.) on the date following the date
 14 the fish were caught. The report must provide a good faith estimate of the amount each
 15 regulated species caught on each day of the trip.
 16

17 4. In accordance with the restriction stated herein, the vessel may use a codend with 5.5-
 18 inch mesh and greater within the Redfish Exemption Area. The northern boundary
 19 ensures that the exemption is used in deeper water (i.e., greater than 50 fathoms).
 20 Vessels cannot use the exemption in the “cod closure” (block 131) during February and
 21 March.



23 The Redfish Exemption Area is bounded on the east by the U.S.-Canada Maritime
 24 Boundary, and bounded on the north, west, and south by the following coordinates,
 25 connected by straight lines in the order listed:
 26
 27

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

1 The intersection of 42°00' N. latitude and the U.S.-Canada Maritime Boundary, approximate longitude in
 2 parentheses.
 3

4 Due to concerns about GOM cod, block 131 is closed for February and March. The area
 5 is bounded on the east, north, west, and south by the following coordinates, connected by
 6 straight lines in the order listed:
 7

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

8
 9 5. During a Redfish Exemption Trip, any codend that is only authorized on a Redfish
 10 Exemption Trip must be stowed below deck and can only be retrieved after completing
 11 the requirements identified in paragraph 8 below.
 12

13 **Part 1 of Redfish Exemption Trip**
 14

15 6. When a vessel declares a “Redfish Trip” via VMS, it may fish outside the Redfish
 16 Exemption Area during Part 1 of the Redfish Exemption Trip in accordance with
 17 otherwise applicable regulations and sector exemptions. However, fishing outside of the
 18 Redfish Exemption Area first is optional. A vessel may choose to immediately transit to
 19 the Redfish Exemption Area and begin fishing.
 20

21 7. Any catch thresholds do not apply for Part 1 of the trip.
 22

23 **Part 2 of Redfish Exemption Trip: Switching Codends**
 24

25 8. When the vessel plans to target redfish, it must travel to the Redfish Exemption Area.
 26 Once the vessel is in the Redfish Exemption Area, it must declare that it is switching to a
 27 5.5-inch mesh codend (or larger) by sending a VMS message via email
 28 to: GARFO.ole.ne@noaa.gov. The VMS email message must include the following
 29 information:
 30

31 A. In the subject line, type “Redfish Exemption Trip”
 32

33 B. In the body of the email report your vessel name and permit number
 34

35 The vessel must also send a Multispecies Catch Report via VMS immediately before
 36 switching codends. This report is in addition to the daily Multispecies Catch Reports that
 37 are required when utilizing this exemption. The Multispecies Catch Report a vessel must
 38 send before switching codends must provide a good faith estimate of all fish caught by
 39 the vessel that day between 12:01 AM and the time of the report. After the vessel is in the
 40 Redfish Exemption Area and submits the required email and catch report, it may retrieve
 41 the 5.5-inch mesh codend from below deck and begin using it. The vessel may use a 5.5-
 42 inch mesh codend (or greater) for the remainder of the trip in Redfish Exemption Area.
 43

1 9. Once a vessel sends the VMS email message to OLE, it is prohibited from fishing
2 outside the Redfish Exemption Area.
3

4 10. The vessel must submit a final Multispecies Catch Report, in addition to other
5 required Multispecies Catch Reports, and a Trip End Hail via VMS once it stops fishing
6 and begins its return to port.
7

8 **Summary of All Redfish Exemption Trip Reporting Requirements**
9

- 10 1. Submit a trip start hail declaring a redfish trip
11 2. Submit VTRs when switching chart area, gear, and/or mesh size.
12 3. Submit daily catch reports of all kept fish by 9 AM the following day.
13 4. Send an email to OLE prior to retrieving the 5.5 inch codend from below deck after
14 entering the Redfish Exemption Area and a catch report of all kept fish since 12:01 AM
15 of that day.
16 5. Submit a final catch report and Trip End Hail at the end of the trip.
17

18 **Monitoring Catch Thresholds**
19

20 For all trips declaring the redfish exemption and targeting redfish under Part 2 of the trip,
21 at least 50% of the total groundfish kept must be redfish. For observed trips
22 (NEFOP/ASM) declaring the redfish exemption and targeting redfish under Part 2 of the
23 trip, total groundfish discards (including redfish) may not exceed 5% of all kept fish. If
24 after at least one month, it is determined that the sector is not meeting one of these two
25 thresholds, GARFO will notify the sector and be given 30 days to modify fishing
26 behavior in order to meet both thresholds. GARFO retains the authority to rescind the
27 exemption if either threshold is not being met.
28
29

30 • **Sampling Exemption**

- 31 ○ Conducting scientific research on regulated fishing trips may require special permits,
32 depending on the activities proposed. A temporary research permit authorizes a
33 federally permitted fishing vessel that is accompanied by a research technician,
34 typically staff for the principal investigator, to temporarily retain fish that are not
35 compliant with applicable fishing regulations to collect catch data such as length and
36 weight. Under a temporary possession permit, a vessel may be exempt from specific
37 regulations, including minimum fish sizes, closures, and possession limits. Sampled
38 fish are returned to the sea as soon as practicable after sampling. Some sectors proposed
39 independent sampling programs, where data would be collected from fish that
40 otherwise must be immediately discarded. We approved an exemption for temporary
41 possession permits for research purposes for sectors with approved research activities
42 to streamline the application and documentation process.
43

44 *This exemption was utilized by six boats within MCCA in FY2014 for a project exploring new*
45 *technology for electronic at-sea observer coverage. It is likely that approximately 200 trips will use*
46 *this exemption this fishing year. The Maine Coast Community Sector is working on a project in*
47 *collaboration with two other groundfish sectors, two NGO partners and GARFO staff towards an*

1 operational electronic monitoring program starting in FY 2016. If approved, M CCS proposes to use
2 electronic video monitoring (EM) as the primary component of its fishing year 2016 monitoring
3 program as a replacement for the At-Sea Monitoring Program (ASM), continuing through FY 2017 and
4 2018. This EM program would serve to supplement the existing Northeast Fisheries Observer Program
5 (NEFOP) and would meet regulatory compliance requirements. If members of the public are
6 interested in learning more about our efforts to implement EM in our sector, please be in touch with
7 the Sector Manager. For more information about our EM project, please see the project Exempted
8 Fishing Permit which is included in the document of this Plan as Exhibit I.

9
10
11 **Section 5.10. Potential Redirection of Effort.** In the 2014 fishing year there was not significant
12 redirection of effort into other fisheries compared to 2013. This is due in part to continued low
13 allocations and corresponding high lease prices, but mostly it is due to the difficulty many Maine
14 fishermen are having finding fish to catch.

15
16
17 During FY 2015 and 2016, the Maine Coast sector experienced a redistribution of effort out of
18 groundfish and into other fisheries. Over the past two fishing seasons some M CCS fishermen
19 shifted all or a portion of their business to:

- 20 ○ Lobster
- 21 ○ Scallop
- 22 ○ Whiting
- 23 ○ Bluefin tuna
- 24 ○ Menhaden

25
26 This is largely due to increasing constraints on cod and grey sole quotas. Because of these
27 constraints, many M CCS fishermen are looking for other avenues to survive considering cuts they
28 will be facing next year.

29
30 During FY 2017 and 2018, the Maine Coast sector anticipates that the redirection of effort from
31 groundfish to the above-stated fisheries will continue to impact the sector.

32
33 The Sector Manager will monitor trends and report to GARFO in the Sector's Annual Report
34 should a significant and adverse shift in effort occur. The Sector Manager may establish additional
35 area or gear restrictions designed to mitigate the adverse impacts of such shifts, including bycatch
36 issues (marine mammal or otherwise) should they occur do to spatial shifts in effort or increases
37 in soak times. In addition to the other monitoring requirements contained in this Operations Plan,
38 the Manager will also monitor any redirection of effort and will include that information in the
39 Manager's reports to GARFO. Members that violate related provisions will be subject to penalties
40 in accordance with Exhibit A of the Operations Plan. Further, any increase in "equity" issues
41 would be addressed by the Board, which will be comprised of both gillnet and trawl fishermen.

42
43 Further, the Members acknowledge that limited redirection of fishing effort onto stocks not
44 managed under the Plan could occur as a result of insufficient ACE for a directed fishery on
45 regulated groundfish species. If any redirection occurs, they will not redirect effort onto stocks
46 which are overfished or for which overfishing is occurring. Any redirection of effort into other
47 fisheries where non-specified gear is used will be closely monitored throughout the year and

1 reported in the Annual Report. Through the reporting requirements contained in this Agreement,
2 the Manager will monitor any redirection of effort and include that information in the Manager's
3 Annual Report to GARFO. Members that violate this provision will be subject to penalties in
4 accordance with Exhibit A.

5
6
7 **Article VI. CATCH MONITORING AND VERIFICATION**

8 **Section 6.01. Sector Hails/Reporting.** Consistent with Exhibit G, each Participating Vessel
9 operator must send a trip start hail when required by GARFO and a trip end hail six hours before
10 arrival, or immediately upon leaving the fishing grounds if fishing ends less than six before
11 landing. An alternative timing for the trip end hail may be implemented during the 2018 fishing
12 years if agreed upon by the sector, sector monitoring provider, and GARFO.
13

14 A vessel must submit a trip-start hail report prior to departing port at the beginning of each trip
15 notifying the sector manager. The trip start hail will be sent as an email through VMS to the sector
16 manager and/or GARFO. The message will contain:

- 17 • Operator's Permit Number
- 18 • VTR serial number
- 19 • Whether an observer/at-sea monitor was deployed on board
- 20 • Usage of specific sector exemptions
- 21 • Usage of specific operations plan provisions
- 22 • Landing port city
- 23 • Landing state (abbreviation)
- 24 • An estimate of the date and time of arrival to port;
- 25 • An estimate of the date and time offload (conditionally required)
- 26 • Comments
- 27 • and any other information as instructed by the Regional Administrator or sector manager.

28
29 The trip end hail will also be sent as an email through VMS to the sector manager. The message
30 will contain:

- 31 • Operator's Permit Number
- 32 • Vessel Trip Report (VTR) serial number
- 33 • First landing port city
- 34 • First landing state (abbreviation)
- 35 • Dealer/Offload Location
- 36 • Estimated time and date of arrival
- 37 • Estimated time and date of offload
- 38 • Second offload port city
- 39 • Second offload state (abbreviation)(if used)
- 40 • Total groundfish kept in pounds
- 41 • Total non-groundfish kept in pounds
- 42 • Comments (required as directed by the sector manager or Regional Administrator)

43
44 In accordance with and defined by Amendment 16, all Sector vessels will also be required to make

1 a declaration to GARFO via VMS prior to departing port identifying whether they intend to fish
2 in one broad reporting area or multiple reporting areas. Vessels that fish in multiple areas will be
3 required to provide additional daily reports to GARFO as required by Amendment 16.

4
5 For trips less than 6 hours in length or occurring within 6 hours of port, the estimated time of arrival
6 to port must be provided in the trip start hail. The trip end hail will be sent upon completion of the last
7 tow with required updated information. An alternative timing for the trip end hail may be implemented
8 during FYs 2017-2018 if agreed upon by the sector, the monitoring provider, and GARFO.

9
10 The sector will submit required reports using the format and procedure prescribed by GARFO.

11
12 Section 6.02. Participating Vessel Catch Reports. To enable each Member and the Sector to
13 monitor the Members' compliance with this Agreement, each Member agrees to report each of
14 its Participating Vessels' entire catch by species on a landing-by-landing basis, by providing the
15 Manager with a copy of the official Vessel Trip Report, Electronic Vessel Trip Report (EVTR),
16 or other reporting document authorized by GARFO within 24 hours of offloading retained catch
17 or prior to departing on a subsequent trip, whichever occurs first, in the form and manner
18 prescribed by the Manager. Vessels will either submit an electronic VTR or a paper VTR. As
19 provided in Section 3.05, the sector manager will retain and maintain all sector data, including
20 records of all paper and electronic VTRs. All trips, even those that have no landings, that take
21 place while declared in the multispecies fishery *must* be accompanied by a paper or electronic
22 VTR.

23
24 The Members agree that these records shall be maintained by the Manager. The Manager shall
25 provide such Member with the Sector's catch information that is generated from such records as
26 described in Exhibit C, or upon the request of any Member. As described in Section 3.05 the
27 Manager shall, on a weekly basis, transmit to GARFO the Sector ACE Reports generated from
28 such information along with Vessel Trip Reports or other documents required by GARFO.

29
30 Section 6.03. Dealer Reporting. Each Member agrees to (i) sell the landings of its Participating
31 Vessels only to a dealer licensed under the Plan by GARFO and (ii) cause any such dealer to
32 provide the Manager with a copy of the official dealer weigh out slip or other official reporting
33 document required by GARFO on a weekly basis, or if pursuant to Section 3.05 daily reporting is
34 required by GARFO, within 24 hours. Each Member further acknowledges and agrees that (a) it
35 is responsible for ensuring timely dealer reporting in accordance with the provisions of this
36 Section 6.03 and (b) failure of the dealer to timely deliver the reports for a Member's
37 Participating Vessel in accordance with this Section 6.03 shall be deemed a breach of this
38 Agreement by such Member. It is the responsibility of the Member to ensure that a dealer is
39 licensed and Member shall provide evidence of such licensure to Manager upon request.

40
41 Section 6.04. Catch Verification. The Manager shall, and each Member shall ensure that the
42 Manager does compare, verify and validate each Participating Vessel's landings records with the
43 dealer reports for such Participating Vessel on a continuing and frequent basis. If the Manager
44 identifies a discrepancy, he shall immediately notify the affected Member and seek to resolve the
45 discrepancy. If the Manager is unable to satisfactorily reconcile the catch records, he shall notify
46 the Committee of the discrepancy for its consideration and resolution. Each Member further
47 agrees to cooperate fully with any requests for information or data that are made by the Manager

1 or the Committee in an effort to resolve such discrepancy.

2
3 **Section 6.05 Offloading Catch.** The designated ports for offloading fish are identified in section
4 5.05. The ports of Portland, Gloucester, and Port Clyde have a dealer, but some fish offloaded in
5 Port Clyde is trucked to Portland, as is fish offloaded in the “remote ports” of Cape Porpoise,
6 Sebasco Harbor, Camp Ellis, Boothbay Harbor, Cundys Harbor and Kennebunkport. Remote ports
7 (ports where there is no licensed dealer, regardless of whether there is a scale for weighing fish),
8 may require two monitored events; the vessel offload and the dealer (truck) offload. Section 5.06
9 discusses exceptions to offloading at designated ports.

10 **Section 6.06. At-Sea Monitoring (ASM) Program.**

11 The Maine Coast Community Sector will participate in the Northeast Fisheries Observer Program
12 (NEFOP) and the GARFO-designed at-sea monitoring (ASM) program. Any additional coverage
13 beyond the GARFO designed At-Sea Monitoring program will not be allowed to replace or
14 interfere with either the coverage of NEFOP or the GARFO-designed ASM program The Sector
15 manager will maintain a database of all catch data, including but not limited to VTR, dealer,
16 monitor, and observer data. The Sector will use the GARFO-designed ASM program. GARFO
17 will provide the Sector with data from NEFOP and ASM program. Please see exhibit G for a more
18 detailed description of the GARFO-designed At-Sea Monitoring program.

19
20 **Section 6.07 Observer Safety.** The Sector Manager will work with the at sea monitoring Vendors
21 and Participating Vessels to ensure they meet the minimum safety standards.

22
23 **Section 6.08 Pre-trip Notification.** The designated ports for departure are identified in section
24 5.05. GARFO will continue to operate the Pre-trip Notification System (PTNS) to make selection
25 for NEFOP (GARFO funded program) and ASM (Industry funded program). For the pre-trip at
26 sea monitoring notification, the Sector Vessels will notify NEFOP a minimum of 48 hours prior
27 to deployment and shall occur via a telephone call or online. Day boats may notify NEFOP for all
28 trips up to 9 days in advance. The Vendor is required to be capable of taking telephone calls 24hrs
29 per day, 7 days per week. Once the Vendor receives notice of a trip, they shall notify the Sector
30 Manager, NEFOP and OLE via electronic mail or telephone whether or not they are assigning a
31 monitor to the trip selected by PTNS. Exhibit H provides further details of related protocols.

32 **Section 6.09 Electronic Data Transfers.** Data from observed trips shall be provided electronically
33 to the Vendor, the Sector Manager, the NEFSC and GARFO, in a format approved by NFMS, as
34 it becomes available.

35
36 **Section 6.10 Discard Rates.** The Sector manager (or his designated representative) will derive
37 stock specific discards for each trip. If the trip is observed by either an ASM or a NEFOP observer,
38 discards will be derived based on data collected during that trip and will account for all hauls
39 (observed and unobserved) on that trip. If the trip is not observed, discards will be derived using
40 the GARFO-provided discard rate resulting from the GARFO (peer-reviewed and approved)
41 method to estimate 'in-season' discard rates.

42
43 **Section 6.11 ASM Program Adjustments.** The Sector Manager will work with the Vendor and
44 NEFSC on an ongoing basis to improve all aspects of its ASM Program, including making any

1 necessary adjustments to achieve desired levels of coverage while meeting other Program
2 requirements.

3 Section 6.12 Electronic Reporting: Place Holder for Future Discussion

4

5 **Article VII.**

ENFORCEMENT

6 Section 7.01. Agreement Enforcement. Each Member agrees that the Sector, by or through its
7 representatives, and/or any other Member may enforce this Agreement on behalf of the Sector
8 and/or its Members. Each Member agrees to take all actions and to execute all documents
9 necessary or convenient to give effect to the enforcement procedures contemplated by this
10 Agreement, the Harvesting Rules, and any Schedule of Penalties.

11

12 Section 7.02. Liability. The Members acknowledge and agree that the Sector itself is a legal
13 entity, and therefore may be held liable for violations of the law, applicable regulations, and this
14 Agreement committed by its members. Each Member participating in the Sector must comply
15 with all applicable requirements and conditions of this Agreement and their Letter(s) of
16 Authorization. It shall be unlawful and subject to enforcement by GARFO for the Sector or any
17 Members to violate any such conditions and requirements unless they are identified as exclusive
18 to the administration of the Sector. Those conditions and requirements that are considered to be
19 exclusive to the administration of the Sector which are contained in the following sections:

20

- 21 • Section 1.02. Organization and Authority
- 22 • Section 2.01. Voluntary Membership
- 23 • Section 2.02. Scope of Membership Obligations
- 24 • Section 2.03. Length of Commitment
- 25 • Section 2.04. New Members
- 26 • Section 2.05. Permit Transfers
- 27 • Section 2.06. Membership Dues
- 28 • Section 2.08. Right of First Refusal for Permit Transfers
- 29 • Section 2.09. Right of First Refusal for ACE Transfers
- 30 • Section 2.10. Release of Confidential Data
- 31 • Section 3.01. Sector Manager
- 32 • Section 3.02. Manager Authority
- 33 • Section 3.04. Procedures for Investigations
- 34 • Section 3.07. Sector Board and Officers
- 35 • Section 4.01. Sector Allocation
- 36 • Section 4.02. Annual Distribution, Consolidation, and Harvest
- 37 • Section 4.03. Sector ACE Reserve
- 38 • Section 4.04. Distribution of Sector ACE Reserve
- 39 • Section 4.05. Research Reserve
- 40 • Section 4.06. Distribution of Research Reserve
- 41 • Section 5.04. Operators
- 42 • Section 5.10. Potential Redirection of Effort

- 1 • Section 6.04. **Catch Verification**
- 2 • Article VII. **ENFORCEMENT (Except Section 7.03.)**
- 3 • Article VIII. **EXPULSION OF MEMBERS**
- 4 • Article IX. **TERM/TERMINATION**
- 5 • Article X. **MISCELLANEOUS**

6
7 **Section 7.03. Joint and Several Liability and Restrictions on Fishing Activity.** The
8 Members also acknowledge and agree that a violation of this Agreement or applicable federal
9 fishery regulations by one or more Members (or the Members’ Permits, Participating Vessels or
10 Participating Vessels’ operators, if any) that causes the Sector to exceed its ACE for any species,
11 or a hard total allowable catch or “hard-TAC”, or results in the discarding of legal sized fish or
12 the misreporting of catch (landings or discards), could subject the Sector and its Members to
13 joint and several liability for civil penalties and permit sanctions pursuant to 15 C.F.R. Part 904.

14
15 The Members further acknowledge and agree that monetary penalties could be inadequate recourse
16 under such circumstances and that consistent with Amendment 16 if an ACE or hard-TAC is
17 exceeded in more than one fishing year, the Sector’s share may be permanently reduced or the
18 Sector’s authorization to operate may be withdrawn. Therefore, the Members acknowledge and
19 agree that each of them will (and will cause their Permits, Participating Vessels and Participating
20 Vessels’ operators, if any, to) comply with a “stop fishing” order from the Sector, which shall be
21 issued by the Board, the Manager or the Committee, and each of the Members further agrees that
22 if any Member (or its Permits, its Participating Vessels or the Participating Vessels’ operators)
23 fails to comply with such order, the Sector shall have the authority to obtain an injunction,
24 restraining order or other equivalent form of equitable relief to give effect to such “stop fishing”
25 order.

26
27
28 **Section 7.04. Penalties for Violations.** Any penalties that are imposed upon a Member by the
29 Sector pursuant to the terms of this Agreement shall be in addition to, and not in lieu of, any
30 other potential state or federal penalty that may be imposed upon such Member.

31
32 **Section 7.05. Appeal from Infractions Committee Decision.** If the Infractions Committee (i)
33 has determined, pursuant to the procedures set forth in Section 3.04 hereof, that a Member has
34 violated this Agreement or (ii) makes any other determination with respect to a Member under
35 this Agreement (including, specifically, without limitation Section 5.03 hereof), such violating
36 Member shall have five business days following the date of notice of the Infractions
37 Committee’s determination to request reconsideration of the enforcement or other action and/or
38 propose an alternative form of penalty. Such request shall be made in writing and shall be
39 addressed to the Board. The Board may, in its sole discretion, grant or deny any request for
40 reconsideration and may, in its sole discretion, approve or disapprove any alternative form of
41 penalty; provided, that the Board shall exercise all reasonable efforts to ensure that penalties and
42 settlements are commensurate with the nature and extent of the violation, are designed to further
43 the purposes of the Sector, Plan, and Amendment 16, and are consistent with those reached in
44 similar circumstances.

45
46 **Section 7.06. Penalties and Attorneys’ Fees.** Penalties for any violations of this Agreement

1 shall, to the extent addressed in the Schedule of Penalties, be limited to the amounts set forth on
2 the Schedule of Penalties plus all costs, fees and expenses, including attorney's fees, incurred by
3 the Sector or, in a case in which the Sector does not take enforcement action, by the Members
4 bringing such action, in enforcing the provisions of this Agreement. To the extent the Schedule
5 of Penalties addresses such matter, the Members and the Sector hereby waive any claims to
6 actual, direct, or indirect damages, and instead agree that payment of the amounts set forth on the
7 Schedule of Penalties and costs of enforcement shall be their sole remedy for breaches of this
8 Agreement. In connection with any legal proceeding related to this Agreement, the non-
9 prevailing party shall pay the prevailing party's reasonable costs and attorney's fees associated
10 with the proceeding.

11
12 **Section 7.07. Application of Penalties, Fines and Damages.** All penalties, fines and/or other
13 damages paid to the Sector shall, first, be applied to the cost of enforcement of such violations
14 and, second, any remaining amounts shall be applied to the costs and expenses of the
15 administration, management and preservation of the Sector. Any funds remaining after the
16 application of the foregoing sentence shall be used to further research into efficient management
17 of groundfish stocks for the benefit of the resource and those that harvest the resource; provided
18 that any such use of funds shall comply with all applicable laws, including the provisions of the
19 Internal Revenue Code, as amended, that may apply to the Sector from time to time.

20
21 **Section 7.08. Dispute Procedures.** Notwithstanding the provisions of Section 7.01 hereof, prior
22 to instituting any litigation or other dispute resolution, the parties shall follow any applicable
23 procedures set forth in this Agreement, including specifically Sections 3.04, 6.04, and 7.03, for
24 the resolution of such dispute. Any litigation taken with respect to any dispute that arises in
25 connection with this Agreement shall be taken in the federal district court in Maine or, if said
26 court does not have jurisdiction, in such courts in the State of Maine that do have jurisdiction.

27 **Section 7.09. Specific Performance.** In furtherance and not limitation of Section 7.03 hereof,
28 each of the Members and the Sector shall have the right to have any provision of this Agreement
29 specifically enforced, through injunction, restraining order or other form of equitable relief.

30 **Section 7.10. Indemnification.** Each party that violates this Agreement (the "Indemnitor")
31 hereby severally agrees to indemnify, defend and hold harmless the other parties hereto (each, an
32 "Indemnitee") in respect of their respective Losses; provided, that such Losses result or arise
33 from a third party claim or governmental proceeding brought against or involving the
34 Indemnitee, which is based on or relates to such Indemnitor's (or its Permits', its Participating
35 Vessels' or such Participating Vessels operators', if different from such Indemnitor) (i) violation
36 of applicable laws, rules or federal fishery regulations or (ii) breach of any covenant, agreement
37 or obligation contained in this Agreement, the Harvesting Rules or other Sector requirements as
38 may be adopted under the terms of this Agreement or the Sector's Bylaws. The indemnification
39 obligations of the parties hereto shall be several and not joint and several. For the purposes of
40 this Section 7.10, "Losses" shall mean any and all claims, liabilities, obligations, judgments,
41 liens, injunctions, charges, orders, decrees, rulings, damages, dues, assessments, taxes, losses,
42 fines, penalties, expenses, fees, costs, amounts paid in settlement (including reasonable
43 attorneys' and witness fees and disbursements in connection with investigating, defending or
44 settling any action or threatened action) arising out of any claim, complaint, demand, cause of
45 action, action, suit or other proceeding asserted or initiated or otherwise existing. The

1 obligations under this Section 7.10 shall survive the termination of this Agreement and the
2 expulsion of any Member pursuant to Article VIII.

3

4 **Article VIII. EXPULSION OF MEMBERS**

5 Section 8.01. **Cause.** The Members agree that any Member, its Permits and/or its Participating
6 Vessels may be expelled from the Sector if (i) the actions of such Member and/or its
7 Participating Vessels (or the Participating Vessels' operators) seriously undermine and threaten
8 the existence of the Sector, (ii) the actions of such Member and/or its Participating Vessels (or
9 the Participating Vessels' operators) have exposed other Members of the Sector to monetary
10 penalties and/or legal actions, (iii) such Member has been convicted of a serious crime, or (iv)
11 such Member has not paid its membership dues and/or poundage fees as required by Section
12 2.06.

13

14 Section 8.02. **Procedure.** Any Member, the Infractions Committee or the Manager may submit
15 to the Board a request to have a Member, its Permits and/or its Participating Vessels expelled
16 from the Sector (the "Expulsion Request"). Such Expulsion Request shall be in writing and shall
17 include an explanation of the basis for expulsion. The Board shall vote on such Expulsion
18 Request within fourteen (14) days of receipt of such Expulsion Request. The affirmative vote of
19 three-fourths (75%) of the members of the Board shall be required in order to expel a Member,
20 its Permits and/or its Participating Vessels. Expulsion shall be effective immediately upon the
21 receipt of the requisite vote by the Board. As required by 50 CFR Part 648.87 and Amendment
22 16, a Member, its Permits and/or its Participating Vessels expelled during any fishing year may
23 not fish outside of the Sector under a multispecies DAS program, participate in another
24 groundfish sector, or lease or transfer any DAS or ACE assigned to that Member's Permits or
25 Participating Vessels during the remainder of such fishing year. Upon expulsion of any
26 Member, its Permits and/or its Participating Vessels, the Manager shall immediately notify
27 GARFO via certified mail that the Member's Permits and/or Participating Vessels are no longer
28 included in the Sector.

29

30 **Article IX. TERM/TERMINATION**

31 This Agreement takes effect upon the approval hereof by the Regional Administrator in accordance
32 with 50 CFR Part 648.87 and terminates on the last day of the 2018 fishing year (which occurs in
33 April 2019) (the "Term"). The Term of this Agreement may be extended by the written consent
34 of the Members. Such written consent to extend the Term of this Agreement shall be given 20
35 calendar days in advance of the date by which the Sector's Operations Plan and Agreement for the
36 upcoming fishing year must be submitted to GARFO. Notwithstanding the foregoing, if GARFO
37 shall not approve the Sector's Operations Plan and Agreement, as the same may be amended, for
38 any fishing year during the Term or any extension thereof, then this Agreement shall terminate on
39 the last day of the last fishing year for which the Sector's Operations Plan and Agreement shall
40 have received approval from GARFO.

41

42 **Article X. MISCELLANEOUS**

43 Section 10.01. **Entire Agreement.** This Agreement, including the Exhibits hereto, the Schedule

1 of Penalties and any other documents incorporated by reference herein, constitutes the entire
2 agreement among the parties and supersedes any prior understandings, agreements, or
3 representations by or among the parties, written or oral, to the extent they related in any way to
4 the subject matter hereof.

5 Section 10.02. Succession and Assignment. This Agreement and all of the provisions hereof
6 shall be binding upon and inure to the benefit of the parties and their respective successors and
7 permitted assigns, but neither this Agreement nor any of the rights, interests or obligations
8 hereunder shall be assigned by any party, including by operation of law, without the prior written
9 consent of the Manager, such consent not to be unreasonably withheld or delayed, nor is this
10 Agreement intended to confer upon any person except the parties hereto any rights, interests,
11 benefits, obligations or remedies hereunder. Any assignment in contravention of this Agreement
12 shall be null and void.

13 Section 10.03. Counterparts. This Agreement may be executed in one or more counterparts,
14 each of which shall be deemed an original but all of which together shall constitute one and the
15 same instrument.

16 Section 10.04. Notices. All notices, requests, demands, consents, claims and other
17 communications hereunder shall be deemed duly given (i) one business day following the date
18 sent when sent by overnight delivery, (ii) five business days following the date mailed when
19 mailed by registered or certified mail return receipt requested and postage prepaid, and (iii) upon
20 delivery confirmation when sent by facsimile, at the contact information provided by each such
21 Member to, and maintained by, the Manager.

22 Section 10.05. Governing Law. This Agreement shall be governed by and construed in
23 accordance with federal fisheries laws and, to the extent that federal fisheries laws do not apply,
24 with the domestic laws of the State of Maine without giving effect to any choice of law provision
25 or rules (whether of Maine or any other jurisdiction) that would cause the application of the laws
26 of any jurisdiction other than the State of Maine.

27 Section 10.06. Change in Law. If and to the extent that any laws or regulations that govern any
28 aspect of this Agreement shall change, so as to make any aspect to this Agreement
29 unenforceable, then the parties agree to make such modifications to this Agreement as may be
30 reasonably necessary for this Agreement to accommodate any such legal or regulatory changes,
31 without materially changing the overall benefits or consideration expected hereunder by the
32 parties.

33 Section 10.07. Consent to Jurisdiction and Venue. Subject to and without limiting the dispute
34 resolution procedures set forth in Article VI, each of the Members consent to the exclusive
35 jurisdiction and venue of the federal district court in Maine or, if said court does not have
36 jurisdiction, in such courts in the State of Maine that do have jurisdiction, for adjudication of any
37 suit, claim, action or other proceeding at law or in equity relating to this Agreement. Each of the
38 Members accepts, generally and unconditionally, the exclusive jurisdiction and venue of the
39 aforesaid courts and waives any objection as to venue, and any defense of *forum non conveniens*.

40 Section 10.08. Amendments and Waivers. No amendment of any provision of this Agreement

1 shall be valid unless the same shall be in writing and signed by each of the Members.

2 Section 10.09. Severability. Any term or provision of this Agreement that is held invalid or
3 unenforceable in any situation shall not affect the validity or enforceability of the remaining
4 terms and provisions hereof or the validity or enforceability of the offending term or provision in
5 any other situation.

6 Section 10.10. Expenses. Except as otherwise provided herein, each of the members shall bear
7 its own costs and expenses (including legal and accounting fees and expenses) incurred in
8 connection with this Agreement.

9 Section 10.11. Incorporation of Exhibits and Other Documents. The Exhibits identified in
10 this Agreement are incorporated herein by reference and made a part hereof.

11

1 IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast
2 Community Sector Operations Plan and Agreement for Fishing Year 2017 and 2018, as of the date
3 written above with the understanding that membership is binding for one fishing year and will be
4 established with a follow up contract for FY 2018.

5
6 Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C
7 §1881a(b)(1)(F), the undersigned hereby authorizes the release to the manager, or designated sector employee(s)
8 of the Maine Coast Community Groundfish Sector of information that may be or is considered to be confidential or
9 privileged by the Magnuson-Stevens Act or other federal law regarding the catch of all species (both federal and
10 state managed) associated with the Moratorium Right Identifiers (MRIs) enrolled in the sector submitted to the
11 National Marine Fisheries Service that the undersigned has authority to access. This information includes data
12 required to be submitted or collected by GARFO, on an individual MRI and/or aggregated scale, including but not
13 limited to days-at-sea allocation and usage, vessel trip reports, dealer reports, Northeast Federal Observer Program
14 data, catch and landings history data for all species harvested by the vessel/MRI, Sector at-sea monitoring data,
15 protected species takes/interactions, enforcement data, vessel baseline data (length, horsepower, etc), VMS
16 information, and all other information associated with the vessel, MRI #, and/or permit records. In addition, this
17 information includes data for species not managed under the multispecies FMP.

18
19 In addition to the Sector Manager, the Executive Director may be allowed access to this data for specific projects as
20 approved by the Sector Manager.

21
22 **The electronic copy of the signatures is attached in a separate file**

23
24 Signature: _____

25 Name/Company: _____

26 MRI #: _____

27 If you have multiple permits you will be enrolling in the sector please use the space below.

28
29 Signature: _____

30 Name/Company: _____

31 MRI #: _____

32
33 Signature: _____

34 Name/Company: _____

35 MRI #: _____

1
2
3
4

EXHIBIT A

Maine Coast Community Groundfish Sector Penalty Schedule			
VIOLATION	FIRST*	SECOND*	THIRD*
VIOLATIONS REGARDING THE INDUSTRY-FUNDED AT-SEA MONITORING PROGRAM, REPORTING, DOCUMENTATION, EXEMPTION PERMIT REQUIREMENTS			
Violations including but not limited to: interference with or intimidation of monitor, monitor refusal, failure to pay ASM fees, noncompliance with cancellation policy, or interference with vessel selection.	Up to \$100 (and/or stop fishing order)	\$100-\$500 (and/or stop fishing order)	\$500+ (and/or stop fishing order)
VIOLATIONS REGARDING PERMITS, REPORTING, DOCUMENTATION, EXEMPTION PERMIT REQUIREMENTS			
Violations including but not limited to: late or non-reporting; Discarding of legal sized fish.	Up to \$100 (and/or stop fishing order)	\$100-\$500 (and/or stop fishing order)	\$500- (and/or stop fishing order)
Violations including but not limited to: providing false statements or supporting documentation on applications or reports to the Sector; failure to comply with a permit condition/ restriction/ letter of authorization or exemption issued by the Sector; failure to notify Manager of intent to leave Sector by the December 1 preceding the start of the next fishing year; providing false statements; failure to participate in the Sector Catch Monitoring Program; interfering with onboard data collectors; or failing to comply with VMS/DAS requirements. NOTE: While technical and minor violations may result in a letter of warning, due to the critical importance of timely and accurate reporting it is likely that even first	Up to \$5,000 (and/or stop fishing order)	\$5,000-\$15,000 (and/or stop fishing order)	\$20,000- (and/or stop fishing order)

time reporting violations will result in a penalty.			
VIOLATIONS REGARDING TIME AND AREA RESTRICTIONS			
Violations including, but not limited to: exemption areas, closed fisheries, closed seasons, restricted gear/management areas and ACE violations.	Up to \$50,000 (stop fishing order for 30 days)	\$50,000-\$100,000 (unable to fish for the remainder of the fishing year)	Expulsion

1

VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK			
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-Sector vessel owned or operated by a Permit holder), subverting the reporting requirements (misappropriating landings) or any other action which could cause the authorized M CCS allocation to be in violation of its agreement.	Up to \$50,000 (loss of fishing rights for 365 days)	Expulsion	
VIOLATIONS REGARDING MEMBERSHIP COMMITMENT			
Violation of 50 CFR Part 48 or failing to remain in the Sector for the Commitment Period (i.e., breach of Section 2.03 of the Agreement).	\$10,000	N/A	N/A

1
2
3

* Penalties may be based on reductions in ACE instead of, or as an alternative to, dollar amounts.

1 **EXHIBIT B**

2
3 **SECTOR AND INDIVIDUAL ACE ALLOCATION**

4 **Fishing Year 2017**

5 **Maine Coast Community Groundfish Sector (“MCCS” or “Sector”)**

6
7 As determined in Groundfish Amendment 16, “Sector ACE” will be based on the landings history
8 of each permit brought into the Sector for the time period FY1996-FY2006 (the “Potential Sector
9 Contribution” or “PSC”). The Sector ACE, therefore, is the sum of all of the individual permit
10 ACE’s brought into the Sector. As determined by MCCS Members, the initial individual
11 allocation of the Sector ACE to its Members will be equal to each Member’s individual Potential
12 Sector Contribution, and is referred to as an “Individual ACE”. Individual ACE allocations will
13 be received and maintained by each individual Member and the Sector Manager. The ACE,
14 allocated by GARFO to MCCS for FY 2017 & FY 2018 will be available in the Northeast
15 Multispecies Fisheries Sector Operations Plans and Contracts and Allocation of Northeast
16 Multispecies Annual Catch Entitlement Final Rule as published by GARFO.

17
18 As indicated in section 4.09 and Exhibit C, ACE may be pooled or transferred within the Sector.
19 In addition, transfers of ACE between Sectors must also be authorized by GARFO. The Members
20 of the MCCS are all smaller-scale fishermen from coastal Maine, an area that has already
21 experienced substantial consolidation. Nonetheless, there may be some redistribution of ACE
22 within the Sector.

23
24
25
26 **Consolidation and Redistribution of ACE**

27
28
29 In FY 2016, 22% of the permits enrolled in the Maine Coast Community Sector for FY 2017 and
30 2018 are attached to vessels actively fishing for NE multispecies. For FY 2017 and 2018, the
31 Maine Coast Community Sector has 64 permits currently enrolled. Of those permits 16 are
32 anticipated to actively fish for NE multispecies in FY 2017 and 2018.

33
34 While these numbers may change, the Maine Coast Sector expects that there will be no change
35 from the consolidation that previously occurred among the members beginning in FY 2014. The
36 member permits that are not attached to active NE multispecies vessels in FYs 2017 and 2018 are
37 the same permits that did not fish in FYs 2014, 2015 and 2016. In most cases, a member who owns
38 multiple permits fished the ACE of all those permits on fewer hulls and will now continue to fish
39 the ACE contributed by all those permits on fewer hulls resulting in little additional consolidation.

1 **EXHIBIT C**

2
3 **HARVESTING RULES**

4 **Fishing Years 2017 and 2018**

5 **Maine Coast Community Groundfish Sector (“MCCS” or “Sector”)**

6
7 The Members and the Participating Vessels of the Sector agree to be legally bound to follow the
8 Harvesting Rules for the fishing year 2017 and 2018 as described herein notwithstanding those
9 rules and regulations applicable to Common Pool multispecies vessels.

10 **QUOTA MONITORING**

11
12 1. Sector ACE Allocation: The National Marine Fisheries Service (“GARFO”) will determine the
13 MCCS’s Northeast Multispecies (“Groundfish”) Annual Catch Entitlement (“Sector ACE”) for
14 each species¹ (Exhibit B).

15
16 2. Individual ACE Allocation: Each participating Permit and Participating Vessel will receive its
17 “Individual ACE” allocation as set forth in Exhibit B to the Agreement. This allocation will be
18 maintained by each individual Member and the Sector Manager.

19
20 3. ACE Limit: The Members agree that they will not harvest more Groundfish than their
21 Individual ACE and that they will not collectively harvest more Groundfish than the Sector ACE
22 for allocated species. Once a Member’s Individual ACE allocation is reached for any species, or
23 if the Sector ACE for any species is reached, such Member or Members shall not fish commercially
24 in that stock area with any fishing gear capable of catching Groundfish unless additional ACE for
25 that species is acquired. Consistent with Amendment 16 and Section 4.09, ACE transfers are
26 allowed within the MCCS and between the MCCS and other sectors, and carryover of up to 10
27 percent of the Sector ACE is permitted.

28
29 4. Monthly Quota Targets: The Sector Manager may impose monthly quota targets to slow down
30 harvest rates if the board and Sector Manager deem it necessary

31

¹ Note that NMFS will not assign ACE for Atlantic halibut, ocean pout, northern windowpane flounder, southern windowpane flounder, Atlantic wolfish, and southern New England winter flounder (*see* Exhibit B above).

1
2 5. Weekly quota targets: In addition to the monthly quota targets, the Manager may impose weekly
3 or trip target quotas to help slow down harvest rates. If such target quotas are, imposed, Sector
4 members agree to adjust their fishing operations to avoid exceeding these quotas.
5

6 6. Additional Measures to Prevent ACE Overages: The Sector Manager will provide Sector
7 Members with a monthly report detailing their remaining Individual ACE for each stock and the
8 remaining Sector ACE for each stock for the Sector. In addition, when an individual Member's
9 remaining Individual ACE reaches less than 50 percent for any stock, or when the Sector's
10 remaining Sector ACE for a stock reaches less than 50 percent, the Sector Manager will provide
11 Members with a report detailing their remaining Individual ACE and the Sector's remaining Sector
12 ACE at the conclusion of each trip.
13

14 The reporting frequency for the sector manager's ACE Status Report will be increased to daily
15 when 90% of any of the sector's ACEs is reached. The Sector Manager, or a designated
16 representative, must notify GARFO immediately by email if the threshold that triggers daily
17 reporting has been reached. During the period when a sector has reached or exceeded 90% of any
18 of its ACEs, a daily ACE Status Report must be submitted only on a day when a member vessel
19 lands, or when the sector engages in an ACE transfer of a stock that is exceeding the 90% threshold.
20

21 Members shall stop fishing prior to exceeding their allocation (unless they acquire additional
22 Individual ACE). If the Sector ACE for a stock is exceeded, the sector must cease operations in
23 that stock area until it can acquire additional ACE through a transfer with another Sector to balance
24 the catch, and the sector also must comply with other overage penalties that may be applicable.
25

26 7. Sector Hails: consistent with the operations Plan, each Participating Vessel must hail in to the
27 Manager or his designated representative, and GARFO Office of Law upon returning to port when
28 using fishing gear capable of catching Groundfish.

29 8. ACE Transfers and Pooling: Participating Vessels and/or Permits may transfer ACE to other
30 Participating Vessels and/or Permits, or otherwise redistribute or pool ACE to other Participating
31 Vessels and/or Permits, provided that the Manager is notified and provides his consent to such
32 redistribution or pooling. A Participating Vessel and/or Permit may only transfer or lease ACE to
33 vessels or permits participating in other sectors after meeting the right of first refusal requirements
34 contained in Section 2.09 of the Operations Plan and Agreement and receiving approval from the
35 MCCS Board. All transfers to or from vessels or permits participating in other sectors must be
36 approved by the Regional Administrator, as required by Amendment 16 and its implementing
37 regulations.
38

39 9. Length and Horsepower Leasing Exemption: If approved by GARFO, Participating Vessels are
40 not required to adhere to the length and horsepower restrictions contained in the DAS Leasing
41 Program.
42

43 10. Full Retention of Legal-Size Groundfish: All legal size Groundfish harvested during any
44 fishing operation must be retained and counted against the Sector and Individual ACE, unless
45 otherwise accounted for through a sub-ACL, except that ocean pout, northern windowpane

1 flounder, southern windowpane flounder, Atlantic wolfish and southern New England winter
2 flounder shall not be retained, and there will be a 1 fish per trip limit on Atlantic halibut, as required
3 by Amendment 16 and its implementing regulations.

4 11. Species Trip Limits: Participating vessels are exempt from trip limits on stocks for which the
5 Sector receives an allocation. Participating vessels are subject to any trip limits required by
6 GARFO for non-allocated species.

7 **ADMINISTRATIVE**

8 Sector Manager. The Board of Directors (the “Board”) of the Sector shall appoint a manager of
9 the Sector (the “Manager”), which shall have the authority to manage the day-to-day business of
10 the Sector and to act as its designated agent for service of process. Ben Martens of Topsham,
11 Maine, is the current agent for service of process.

12
13 **Manager Authority.** The Manager shall have the authority to monitor the activities of the
14 Members and the Participating Vessels and to take other similar actions as may be necessary to
15 ensure compliance by the Members and their Permits and Participating Vessels with Sector
16 requirements and bylaws, as well as applicable laws, rules and regulations

17 To enforce this all Sector rules the Manager has the authority to impose “stop fishing” orders and
18 issue penalties as set forth in the Schedule of Penalties. The Manager shall also act as the liaison
19 between GARFO and the Sector.

20 **Scope of Membership Obligations.** The obligations of the Members set forth in the Sector
21 Operations Plan and Agreement shall only apply to the Permits and Participating Vessels (and not
22 to any other permits or vessels owned by the Members that are not enrolled in the Sector pursuant
23 to the terms hereof) to the extent that such Permits or Participating Vessels are fishing
24 commercially with gear that is capable of harvesting Groundfish.

25
26 **Length of Commitment.** Each Member hereby agrees to cause each of its Permits and the
27 related Participating Vessels enrolled in the Sector at the beginning of the fishing year following
28 the date on which such Member enrolled in the Sector to remain enrolled in the Sector for that
29 entire (one) fishing year. For more details on the membership commitment please see section
30 2.03 of the Sector Operations Plan and Agreement.

31
32 **Right of First Refusal.** To the extent that a Member sells, leases or transfers its Permit or
33 Allocation to another individual or entity outside of the sector in compliance with section 2.04 of
34 the Sector Operations Plan the Maine Coast Community Sector and Sector Members shall have
35 seven (7) days to execute a right of first refusal. For an allocation lease, the right of first refusal
36 will be executed at the agreed upon price by letting the Sector Manager know of the intent to
37 pick up that right of first refusal. For a sale of a permit outside of the sector, the right of first
38 refusal begins once the sector manager receives a bonafide offer from the purchaser. Please see
39 section 2.08 and 2.09 of the Sector Operations Plan and Agreement for more details on the right
40 of first refusal.

41

1 **Section 2.06. Membership Dues.** The Sector may, to the extent necessary for the payment of
2 the costs and expenses associated with the administration and management of the Sector
3 (including the payment of the Manager’s salary or at sea monitoring costs), require payment by
4 the Members of annual membership dues and/or poundage fees. Such annual membership dues
5 and/or poundage fees shall be fixed by resolution of the Board on a fair and equitable basis prior
6 to the commencement of the applicable fishing year or at such other time as the Board may deem
7 necessary or appropriate. For fishing year 2017 dues will be paid in the form of poundage fees of
8 2% landings value on all groundfish landed and 5% fee on all allocation leased outside the
9 sector.

10
11 **GEAR REQUIREMENTS**

12 12. Gear Requirements: While it is anticipated that Sector members will fish primarily with otter
13 trawls and sink gillnets, Participating Vessel may fish for Groundfish with any legal gear
14 including hook and line gear (demersal longlines, automated hook, jigs, and handlines), Scottish
15 seines, beam trawls and pots. All Participating Vessels are subject to the same gear restrictions,
16 such as marking, tagging, mesh size, and number of gillnets, applicable to common pool vessels
17 using the same type of gear.

18 13. Gillnet Block Requirement Exemption: If approved by GARFO, Participating Vessels are not
19 required to adhere to those provisions of 50 CFR 648.82(j)(1)(ii) requiring that during each fishing
20 year, day gillnet vessels must declare, and take, a total of 120 days out of the non-exempt gillnet
21 fishery. Participating Vessels must continue to comply with all other applicable Spawning Season
22 Restrictions and other gillnet requirements not specifically noted as exempted herein, in
23 accordance with the groundfish FMP and GARFO regulations.

24
25 14. Spawning Block Exemption: If approved by GARFO, Participating Vessels are not required to
26 comply with the 20-day spawning block (March–May) requirement. Participating Vessels must
27 continue to comply with all other applicable spawning season restrictions not specifically noted as
28 exempted herein, in accordance with the groundfish FMP and GARFO regulations.

29
30 15. Day Gillnet Limit Exemption: If approved by GARFO, Participating Vessels are not required
31 to adhere to the regulatory limitation on the number of gillnets for day gillnet vessels. A sector
32 vessel may fish up to 150 roundfish or flatfish nets in any of the RMAs, not to exceed 150 nets
33 total, and must tag both roundfish and flatfish nets with one tag per net and is subject to net
34 restrictions as specified by GARFO in its Letter of Authorization. In block 124 and 125 in May
35 and blocks 132 and 133 in June may be fished with only 100 nets.

36
37 16. Gear Hauling Exemption: If approved by GARFO, Participating Vessels may haul another
38 vessel’s gillnet gear.

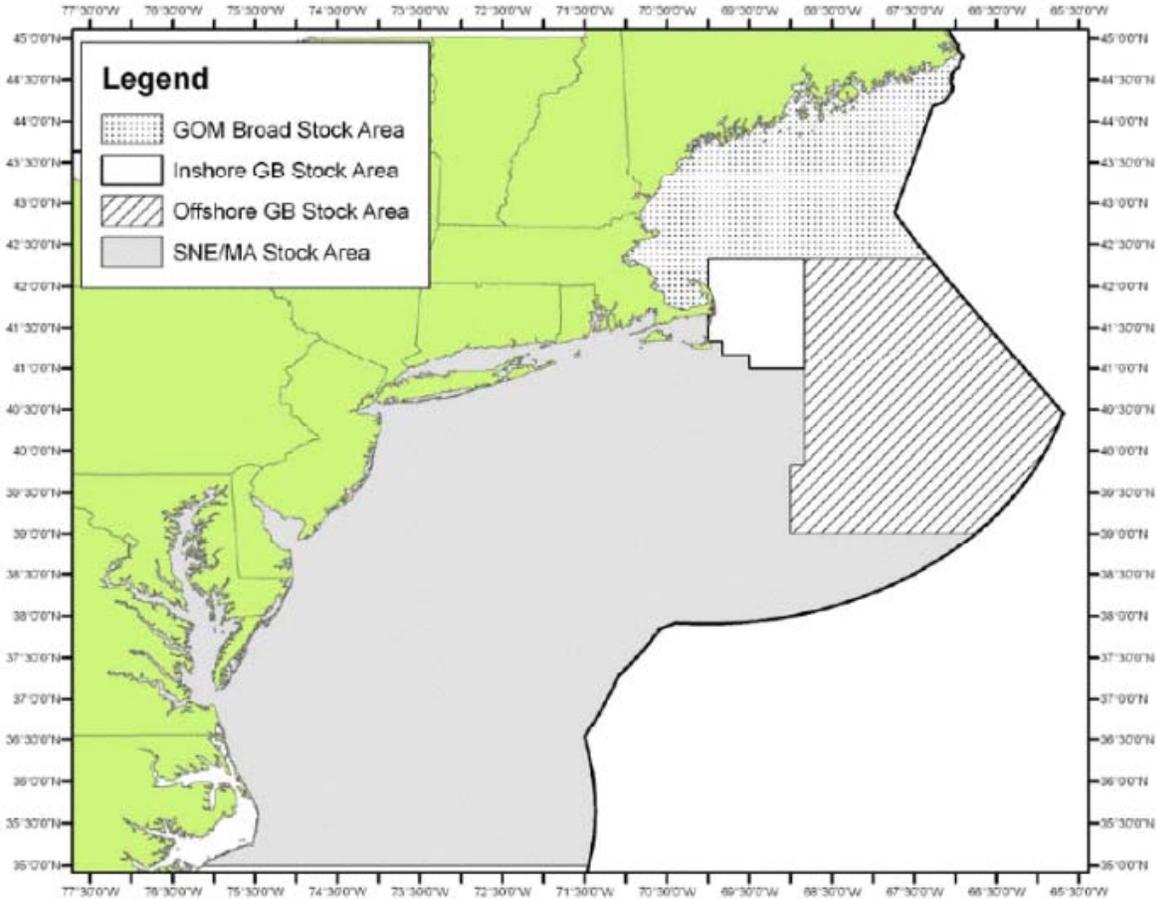
39
40 17. Hook Limitation Exemption: If approved by GARFO, Participating Vessels are not required
41 to adhere to the regulatory limitation on the number of hooks that may be fished.

42
43 18. Operating Area: Participating vessels are restricted to fishing in the Gulf of Maine Regulated

1 Mesh Area or Georges Banks, Inshore Georges Bank Stock Area, and the Offshore Georges Bank
2 Stock Area when using fishing gear capable of catching any regulated species managed under the
3 Groundfish Plan. The geographic boundaries of the management area are, shown in the chart
4 below.

5
6

New England Groundfish Stock Areas



7
8
9

MONITORING

10 **Area Declarations.** For the purpose of these Harvesting Rules, Broad Stock Area (BSA) 1—West
11 of 70:15 to the shoreline North to the Maine Coast and South to Cape Cod is to be defined as
12 **Inshore GOM.** For the 2017 and 2018 fishing season the following declarations must be made
13 before fishing. For more details of this rule, please see EXHIBIT H to this document.

14

15 **When an Observer/Monitor is onboard.** The Sector Vessel may declare and fish in all Broad
16 Stock Areas, including the portion of BSA 1 defined as the Inshore GOM in section 5.04.

17

18 **When an Observer/Monitor is NOT onboard.**

1 If the Sector Vessel intends to fish West of the 70:15 in the area described in Section 5.04 of this
2 operation plan as the Inshore GOM, at any time during a trip, the vessel must declare BSA 1 only
3 and the Sector Vessel may not conduct any fishing activity outside of the area defined as BSA 1
4 for the entire trip.

5
6 If the vessel declares more than one Broad Stock Area on a trip, the vessel is prohibited from
7 conducting fishing activity West of the 70:15 in the area described in Section 5.04. as the Inshore
8 GOM.

9
10 **Monitoring**

11 Dockside: The Maine Cost Community Sector will not be participating in a dockside monitoring
12 program for the fishing year 2017 and 2018.

13
14 At Sea Monitoring Program:
15 See at sea monitoring description in Exhibit G.

16 Electronic Monitoring
17 Add EM language.
18

1 **EXHIBIT D**

2
3 **MAINE COAST COMMUNITY SECTOR MEMBERS' PERMITS AND VESSELS**

4 The following table includes all Federal and state permits held by persons participating in the
5 sector, and indicates whether each permit is enrolled and will actively fish in a sector, or will be
6 subject to the provisions of the common pool.
7
8

Sector Name	MRI	Vessel Permit No.	Vessel Name	Vessel Owner
Maine Coast Community Sector	5	148076	RAY OF HOPE	Bryan Bichrest
Maine Coast Community Sector	16	114846	MARIE ANN	Craig Durant
Maine Coast Community Sector	49	220149	ANNE MARIE	Russell Daggett
Maine Coast Community Sector	78	152120	GRACELYN JANE	Brian Pearce
Maine Coast Community Sector	87	220989	HANNAH RUTH	Scott Carter
Maine Coast Community Sector	97	221740	HAYLEY ANN	Joe Nickerson
Maine Coast Community Sector	112	242567	CAPT'N LEE	Justin Libby
Maine Coast Community Sector	130	212165	FREE BIRD	Brian Durant
Maine Coast Community	163	149741	ROYAL AMERICAN	Kelo Pinkham

Sector				
Maine Coast Community Sector	164	223592	PROVIDENCE	Willis Spear
Maine Coast Community Sector	192	232006	KATIE & SARAH	Robert Eugley, Jr.
Maine Coast Community Sector	196	150946	JETHRO	Troy Bichrest
Maine Coast Community Sector	207	149180	Ruby Claire	TNC
Maine Coast Community Sector	222	240081	NORTH STAR	Vincent Balzano
Maine Coast Community Sector	235	240143	MISTY MAE	Donald Paulsen
Maine Coast Community Sector	241	150423	Hunky Dory	Terry Alexander
Maine Coast Community Sector	268	233869	BUG CATCHA	Gerry Cushman
Maine Coast Community Sector	276	240423	MEGALTAY	Todd Watts
Maine Coast Community Sector	286	240636	HIGH ROLLER	Steve Benner
Maine Coast Community Sector	290	151424	RESTLESS	Eben Nieuwkerk
Maine	338	131009	Mr Baxter	Mark Bichrest

Coast Community Sector				
Maine Coast Community Sector	383	250387	ELLA CHRISTINE	Randy Cushman
Maine Coast Community Sector	402		BAD PENNY	Island Institute
Maine Coast Community Sector	411	150006	Water Tender	Dennis Robillard
Maine Coast Community Sector	417	321079	Delia D	TNC
Maine Coast Community Sector	419		GENERATION	Gerry Cushman
Maine Coast Community Sector	429	136846	Penny B	Tad Miller
Maine Coast Community Sector	431		LUKE AND GRACE	David Horner
Maine Coast Community Sector	455	151328	PEARLY BAKER	TNC
Maine Coast Community Sector	461	150572	THREES ENOUGH	Bryan/Troy Bichrest
Maine Coast Community Sector	530	149504	Phillis	Mark Bichrest
Maine Coast Community	569	150350	Joly	Terry Alexander

Sector				
Maine Coast Community Sector	670	330448	Jennifer & Emily	Mark Bichrest
Maine Coast Community Sector	851	128672	Night Owl	Mark Bichrest
Maine Coast Community Sector	913	330708	THE JOCKA	Terry Alexander
Maine Coast Community Sector	1028	410574	RUTH & PAT	Mark Bichrest
Maine Coast Community Sector	1256	223471	SEA SPRAY II	John Daggett
Maine Coast Community Sector	1257	149637	Valerie	TNC
Maine Coast Community Sector	1441	233812	ROBYN ELIZABETH	Roger Allard
Maine Coast Community Sector	1445	221941	SHANNON DAWN	Preston Carter
Maine Coast Community Sector	1446	250907	CAROL ANN	Gary Hatch
Maine Coast Community Sector	1474	250558	VIOLA LEE	TNC
Maine Coast Community Sector	1578	149582	Julie Ann II	Dennis Robillard
Maine	1642	151706	ELLA O	Tad Miller

Coast Community Sector				
Maine Coast Community Sector	1686	148069	AVA & LAURA	Brian Kelley
Maine Coast Community Sector	1801	150886	DELILAH JONES	Island Institute
Maine Coast Community Sector	1809	242848	JACOB AND JOSHUA	Alexander Todd
Maine Coast Community Sector	1815	242777	PAMELA GRACE	Troy Bichrest
Maine Coast Community Sector	1823	139950	PRETENDER	Mitch Nunan
Maine Coast Community Sector	1835	140344	THERESA IRENE III	Tom Casamassa
Maine Coast Community Sector	1864	114793	ENDEAVOR	Dale Martel
Maine Coast Community Sector	1957	152172	JULIE ANN III	Dennis Robillard
Maine Coast Community Sector	2040	410100	WESTERN SEA	Glenn Robbins
Maine Coast Community Sector	2052	242609	AMANDA ELIZABETH	Gary Hawkes
Maine Coast Community	2122	152233	MAD CRAB	Shane Leary

Sector				
Maine Coast Community Sector	2188	147517	HANNAH JO	Knoep Nieuwkerk
Maine Coast Community Sector	2204		HAVEN LYN	Bryan Bichrest
Maine Coast Community Sector	2237	149493	CUTTER	Knoep Nieuwkerk
Maine Coast Community Sector	2260	150163	BEVERLY JOYCE	Robert Bichrest
Maine Coast Community Sector	2273	220363	SARAH GALE	Russell Daggett
Maine Coast Community Sector	2341	242844	SAFE HAVEN	Bryan Bichrest
Maine Coast Community Sector	2392	221064	Lauren Lindsay	Angus Crosby
Maine Coast Community Sector	2404	152100	CINDY LOU	Knoep Nieuwkerk
Maine Coast Community Sector	2453	118724	Rachel T	Terry Alexander

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EXHIBIT F

**OWNERSHIP INTERESTS
OF AT LEAST THREE VESSELS**

[Provided in Attachment F]

Table 1 Sector Information

Summary of Maine Coast Community Sector and Operations Plan for Fishing Years 2017-18		
1	Sector Parameters	Description
2	Primary Fishing Locations (Broad Stock Areas)	Gulf of Maine, Inshore Georges Bank, Offshore Georges Bank
3	Gear	Trawl: 6.25% Gillnet: 31.25% Automatic Jigging Machine: 62.5%
4	Primary homeports and landing ports	1. Portland Harbor, Portland, ME 2. Port Clyde Harbor, Port Clyde ME 3. Cape Porpoise Harbor, Kennebunkport, ME 4. Cundys Harbor, Harpswell, ME
5	Secondary homeports and landing ports	1. Camp Ellis, Saco, ME 2. Gloucester Harbor, Gloucester, MA 3. Boothbay Harbor, Boothbay Harbor ME 4. Kennebunkport Harbor, Kennebunkport, ME 5. Sebasco Harbor, Phippsburg, ME 6. Five Islands, ME 7. Bass Harbor, ME 8. South Bristol, ME
6	Number of participants	Total permits enrolled in the Sector: 64 Number of active vessels: 16
Note: Active Vessels are those enrolled in this sector that intend to land groundfish during the 2017 and 2018 fishing years.		

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EXHIBIT G

MAINE COAST COMMUNITY SECTOR AT-SEA MONITORING PLAN FOR 2017 and 2018

The Maine Coast Community Sector proposes to utilize a combined electronic monitoring (EM) program (pending approval) and a GARFO-approved ASM program for fishing years 2017 and 2018. This ASM coverage will have vessel and trip selection coordinated through GARFO and the PTNS system and will use an approved at-sea monitor provider. The Sector manager will maintain a database of all catch data, including but not limited to VTR, dealer, monitor, and observer data. GARFO will provide the Sector with data from NEFOP and the ASM program. For FY 2017 and FY 2018, Maine Coast sector vessels not opting to employ the proposed electronic video monitoring (EM) program will use a GARFO approved ASM program with human monitors from a contracted third party.

The Maine Coast Community Sector will contract one or more of the companies approved by NMFS to provide at-sea monitoring and will notify NMFS of its selection no later than May 1, 2017.

The Maine Coast Community Sector will deploy at-sea monitors to achieve 16% of trips in a way that is random and representative of fishing activities of the sector.

Sector Operational and Logistical Details

General fishing operations information for the FY 2017 and 2018 Sector is anticipated to be as follows:

Vessels will primarily depart from the following ports:

- a) Portland Harbor, Portland, ME
- b) Port Clyde Harbor, Port Clyde ME
- c) Cape Porpoise Harbor, Kennebunkport, ME
- d) Kennebunkport Harbor, Kennebunkport, ME
- e) Sebasco Harbor, Phippsburg, ME
- f) Boothbay Harbor, Boothbay Harbor ME
- g) Cundys Harbor, Harpswell, ME
- h) Camp Ellis, Saco, ME

1
2 The Northeast Fisheries At-Sea Monitor Program
3 National Marine Fisheries Service, Northeast Fisheries Science Center
4
5

6 C.1. BACKGROUND OVERVIEW
7

8 The National Oceanographic and Atmospheric Administration 's (NOAA) mission is to
9 understand and predict changes in the Earth's environment and conserve and manage coastal and
10 marine resources to meet our Nation's economic, social, and environmental needs. NOAA's
11 National Marine Fisheries Service (GARFO) supports the overall NOAA mission by focusing on
12 stewardship of living marine resources through science-based conservation and management and
13 the promotion of healthy ecosystems.
14

15 GARFO is responsible for the management, regulatory compliance, economic data and
16 protection of living marine resources within the United States Exclusive Economic Zone.
17 GARFO also plays a supportive and advisory role in the management of living marine resources
18 in coastal areas under state jurisdiction. It provides scientific and policy leadership in the
19 international arena, and implements international conservation and management measures as
20 appropriate.
21

22 Under this mission, the goal is to optimize the benefits of living marine resources to the Nation
23 through sound science and management. This requires a balancing of multiple public needs and
24 interests in the sustainable benefits and use of living marine resources, without compromising the
25 long-term biological integrity of coastal and marine ecosystems.
26

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

34 GARFO has three objectives in its mission to protect, restore, and manage the use of coastal and
35 oceanic resources:
36

- 37 • Protect and restore ocean, coastal, and Great Lakes resources
- 38 • Recover protected species
- 39 • Rebuild and maintain sustainable fisheries.
40

41 GARFO will measure its performance against these objectives using the following measures:
42

- 43 1) Increased number of coastal and marine ecosystems maintained at a healthy and
44 sustainable level
- 45 2) Increased social and economic value of the marine environment and resources (e.g.,
46 seafood, recreation, and tourism)

- 1 3) Increased number of acres and stream-miles restored for coastal and ocean species
- 2 4) Increased number of protected species in a stable condition or in an upward trend
- 3 5) Increased number of managed species that are at optimum levels
- 4 6) Improved ecological conditions in coastal and ocean protected areas

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

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

27
28 Every sector should equally be covered at 16% (8% by At-Sea Monitors and 8% by
29 NEFOP observers). The coverage rates apply to the seaday level. At-Sea Monitors will be
30 systematically assigned by GARFO to a vessel to ensure the coverage is fair and even. Several
31 types of fishing gear may be used: longline, trawl, and gillnet. A monitored trip must be a trip
32 where landings of groundfish occur (a “groundfish”, “skate” or “monkfish” trip as defined in
33 Amendment 16). Coverage levels will be in terms of number of seadays. At-Sea Monitoring
34 standards will be consistent with the final regulations implemented under Amendment 16, unless
35 further specified by GARFO. As described in the rule, Northeast Fisheries Observer Program
36 (ASM) observers take precedence over At-Sea Monitors for vessel placement when deployments
37 overlap.

38
39 **C.2. AT-SEA MONITOR PROGRAM OBJECTIVES**

40
41 GARFO has an extensive program to monitor and observe living marine resources and
42 associated communities to provide information on biota, their habitats, and the human activities
43 and actions that may impact coastal and ocean ecosystems. Data are the foundation of scientific
44 advice, which provides information to management to support decision-making. A more
45 consistent flow of high quality, credible information is required to improve decision-making. To
46 collect the quantity and quality of data necessary, GARFO intends to improve its capacity to

1 conduct surveys and to conduct research and studies for better understanding of ecosystems.
2 These efforts rely on extensive collaboration with fisheries participants and other stakeholders in
3 the living marine resource decision process.
4

5 At-Sea Monitors are the only independent data source for some types of at-sea information such
6 as bycatch composition and mortality, and marine mammal, sea bird and sea turtle interactions.
7 Although vessel self-reporting is often utilized, only limited data collection demands can
8 reasonably be placed on the captain and crew. In addition, the reliability of self-reported
9 information is a concern for scientists and policy makers, who use the data to make fishery
10 management decisions for the purpose of maintaining the nation's marine resources.
11

12 Currently, more than 500 At-Sea Monitors are deployed in 11 At-Sea Monitor programs most of
13 which are administered through GARFO 6 regional Fisheries Science Centers (FSC). Increasing
14 GARFO At-Sea Monitor data coverage is essential to reliably estimating catch and bycatch and
15 helping to implement programs to reduce bycatch. Additional benefits of enhanced At-Sea
16 Monitor programs are near real-time monitoring of biological and environmental conditions and
17 sampling opportunities not available from dockside sampling. This includes information on
18 marine mammals, turtles and seabirds, resource abundance, contaminants, habitat, life history,
19 and other basic biological information.
20

21 GARFO is required to collect scientific, management, regulatory compliance, and economic data
22 for fisheries by placing At-Sea Monitors aboard U.S. domestic fishing vessels. These data
23 cannot be obtained at the dock or on Government research vessels. These data are needed for the
24 management of fisheries occurring in the U.S. Exclusive Economic Zone (EEZ) and the high
25 seas beyond the EEZ.
26

27 GARFO desires contractor support, as described below, to satisfy these requirements.
28

29 C.3. SCOPE AND OUTCOMES 30

31 The contractor shall provide and retain the necessary qualified personnel, material, equipment,
32 services, and facilities (except as otherwise specified) to perform quality environmental, and
33 fisheries operations data collection, data analysis, and information dissemination for the
34 Northeast Fisheries Science Center (NEFSC) Data quality is of the utmost importance. Quality
35 data collection, analysis, and dissemination are expected to increase the critical information
36 gathered for stock assessments to manage the species.
37

38 This Statement of Work (SOW) defines the requirements and services necessary to provide
39 program continuity, integrity, and productivity.
40

41 C.3.1. Policies and Regulations 42

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

1 contractor of its responsibilities for identification of applicable statutes, regulations and
2 procedures and compliance therewith, when performing work under this SOW.

- 3
- 4 • Magnuson-Stevens Fishery, Management, and Conservation Act (MSA)
- 5 • Marine Mammal Protection Act (MMPA)
- 6 • Endangered Species Act (ESA)
- 7 • Data Quality Control Act (P.L. 106-514)
- 8 • Information Technology Security Policy
- 9 • Fisheries Management Plans (FMP)
- 10 • Biological Opinions (BO)
- 11 • Take Reduction Team (TRT)
- 12 • NOAA Safety Standards
- 13 • Fair Labor Standards Act (FLSA)
- 14 • Service Contract Act (SCA)
- 15 • Department of Labor Wage Determinations
- 16 • Applicable Federal and State labor laws
- 17 • At-Sea Monitor Health and Safety regulations
- 18 • Federal, state, and local safety regulations
- 19 • Merchant Marine Act (Jones Act) and General Maritime Law
- 20 • U.S. Longshore and Harbor Worker's Compensation Act

21

22 C.4. PERFORMANCE WORK STATEMENT

23

24 The contractor shall meet all requirements of the SOW.

25

26 C.4.1. Management Requirements

27

28 C.4.1.1. Project Management

29

30 The contractor shall perform all Project Management functions including contract, technical,
31 personnel, administrative, logistic, quality, business, and other management functions that are
32 necessary to execute the total effort required by this SOW. The contractor shall provide all
33 personnel and other resources, except as otherwise specified in this SOW, necessary to
34 accomplish these functions. The contractor shall effect these management functions through an
35 integrated management approach, including cost, schedule, and technical performance within an
36 acceptable project management framework. The contractor shall develop and submit to GARFO
37 a Project Management Plan (as further defined in Section F.5.2) for approval that details how the
38 contractor will manage the contract and its At-Sea Monitor program.

39

40 C.4.1.2. Project Manager

41

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

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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 GARFO 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

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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, GARFO 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 GARFO 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).

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

2
3 (a) General Observer Duties and Data Collection Requirements – Fishery Observer I, II, and
4 III

5
6 i. Observers/At-Sea Monitors shall collect scientific, management, compliance, and other
7 data at sea through interviews of vessel captains and crew; observations of fishing operations;
8 sampling catch; measuring selected portions of the catch and fishing gear; and collecting
9 samples. Observer/At-Sea Monitor coverage is mandated by a number of statutes and is an
10 integral part of the regulations. These authorities empower the observer/At-Sea Monitor to
11 perform certain functions aboard vessels as well as afford protection to the observer/At-Sea
12 Monitor against interference and intimidation in the course of performing his/her duties.

13 ii. Observer/At-Sea Monitors shall collect data on fishing effort, location, retained catch and
14 discarded catch for each gear deployment that occurs while the observer/At-Sea Monitor is
15 aboard the vessel. The At-Sea Monitor Sampling Manual describes data collection protocols for
16 gear deployment that the observer/At-Sea Monitor sees as well as those not observed.

17 iii. Observer/At-Sea Monitors shall collect length samples from segments of the catch.
18 Observer/At-Sea Monitor protocols, priorities, and data/sample collection procedures are
19 detailed in the At-Sea Monitor Manual.

20 iv. Observer/At-Sea Monitors shall collect information on any incidentally captured sea
21 turtles, including, but not limited to, location of take, biopsies, measurements, photos, and any
22 other information. Observer/At-Sea Monitors shall also collect information on any marine
23 mammals or other protected species interactions. When protected species are caught, the
24 primary responsibility of the observer/At-Sea Monitor shall be to handle and release the
25 protected species.

26 v. Observers shall participate in all training, briefings and debriefings as required by the
27 COTR. Observer/At-Sea Monitors shall participate in port orientations, if offered by GARFO
28 and requested by the COTR (Section B – Supplies or Services and Prices/Costs Training CLIN
29 0003, 1003, and CLIN 2003. Debriefing of the observer/At-Sea Monitor ensures that the data
30 are complete and as accurate as possible before computer audits are run. Debriefing also
31 provides immediate feedback to the observer/At-Sea Monitor in the field and errors can be
32 corrected immediately. Debriefings shall occur on a regular basis and as frequently as possible
33 either by email, phone or in person. Debriefings shall consist of but are not limited to:

- 34
35 1) Reviewing sampling methods and answering observer/At-Sea Monitor questions;
36 2) Reviewing preliminary data;
37 3) Correcting any data errors;
38 4) Reviewing any other past errors or changes in sampling techniques or recorded on forms;
39 5) Reviewing any logistical problems or concerns encountered by the observer/At-Sea
40 Monitor; and
41 6) Testing observer/At-Sea Monitor ability to adhere to sampling protocols
42 7) Checking gear calibration
43 8) Providing the observer/At-Sea Monitor with any updates on modifications to sampling
44 procedures or other program information.

45
46 vi. Observer/At-Sea Monitors who encounter captains or vessels' owners operating in

1 fisheries requiring mandatory observer/At-Sea Monitor coverage that refuses to accept the
2 observer/At-Sea Monitor on their vessel for deployments shall provide documentation of the
3 refusal to GARFO. This documentation shall be provided via e-mail or hard copy to the Branch
4 Chief of the Fisheries Sampling Branch on the day of the event. This documentation shall be of
5 sufficient substance and detail to be usable for GARFO enforcement actions. Narrative shall be
6 provided to completely answer the following guideline questions: who, what, when, and where.
7 This shall be reported on the Incident Report Form (Section J, Attachment 8, Incident Report
8 Form).

9 vii. Observer/At-Sea Monitors may be asked to perform various program support tasks
10 (industry outreach activities, industry meetings, observer/At-Sea Monitor training sessions, port
11 orientations, reconnaissance, other research project needs, etc.). Each observer/At-Sea Monitor
12 should attend at least one (1) Fishery Council Meeting each year in their assigned area. The
13 contractor shall invoice GARFO separately for these hourly costs in Section B Supplies or
14 Services and Prices/Costs Hourly Rate observer/At-Sea Monitor CLINS 0004, 1004 and 2004,
15 and travel costs in Section B Supplies or Services and Prices/Costs Travel CLINS 0002, 1002,
16 and 2002.

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

21
22 (b) Fishery Observer/At-Sea Monitor I – Performance Requirements and Labor Category
23 Definition - The Fishery observer/At-Sea Monitor I shall meet and perform all the General
24 Requirements specified in C.4.3.2a and the following:

- 25
26 1. Performs routine tasks associated with recurring and continuing work according to
27 prescribed or established procedural standards and technical methods assigned.
- 28 2. Assures that tasks are completed, data developed, methods used in securing and verifying
29 data are technically accurate and in compliance with instructions and established procedures.
- 30 3. Makes estimates of amounts and species composition of fish caught, retained and
31 discarded, using at a minimum, simple, single stage sampling techniques and dichotomous keys.
- 32 4. According to established standards and detailed procedures, records data on appropriate
33 forms and logs, some of which may be electronic.
- 34 5. Maintains field equipment and supplies.
- 35 6. Collects scientific, management, compliance information, and make observations of
36 fishing operations.
- 37 7. Use and complete a pre-boarding vessel safety checklist.
- 38 8. Measures selected portions of catch including incidentally caught marine mammals, sea
39 birds and sea turtles.
- 40 9. Uses calculator and/or PC for calculations and recording data.
- 41 10. Obtains, enter and transfer data electronically.
- 42 11. Obtains and record information on gear characteristics of fishing gear types while
43 working either on board vessels, on an alternative platform, or at a shore-based facility.
- 44 12. Use interpersonal and communication skills to contact fishermen and schedule
45 observer/At-Sea Monitor sampling trips.
- 46 13. Observes and documents compliance with fishery regulations, and write affidavits as

1 required.

2

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

6

7 1. Independently executes duties, while learning when and how to resolve exceptions and
8 special problems.

9 2. Estimate amounts and species composition of fish caught, retained and discarded,
10 utilizing knowledge of various statistically valid sampling methods and dichotomous keys.

11 3. Measure selected portions of catch including incidentally caught marine mammals, sea
12 birds and sea turtles.

13 4. Uses calculator and/or PC for calculations and recording data.

14

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

18

19 1. May act as field coordinator of lower graded fishery observer/At-Sea Monitors.

20 2. Demonstrates extensive familiarity of methods, procedures and management to ensure
21 proper day-to-day operations.

22 3. Shifts from one type of responsible technical assignment to other types, which are
23 different in terms of equipment used, of data used, and uses to which data will be put.

24 4. Makes estimates of amounts and species composition of fish caught, retained and
25 discarded, utilizing knowledge of various statistically valid sampling, sub-sampling methods and
26 dichotomous keys.

27 5. According to established standards and detailed procedures, records data on appropriate
28 forms and logs, some of which may be electronic and provide recommendations for updates.

29 6. Oversees the maintenance of field equipment and supplies.

30 7. Collect scientific, management, compliance information, observations of fishing
31 operations, measure selected portions of catch including incidentally caught marine mammals,
32 sea birds and sea turtles.

33

34 C.4.2.3.1. Data Deliverables

35

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

40

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

43

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

46

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

3
4 At-Sea Monitors shall send any written data and biological specimens directly to GARFO. The
5 Government will provide shipping and supplies. At-Sea Monitors shall assure that biological
6 samples or whole animals requiring freezing are received by the nearest GARFO freezer facility
7 within twenty-four (24) hours of vessel landing. GARFO has freezers located in major fishing
8 ports (Section J, Attachment 10, Freezer Locations). The transfer or transport of the frozen
9 samples or animals must be received by GARFO (At-Sea Monitor Training Center) within 5
10 calendar days of the trip landing, unless a delay is authorized by the COTR. Costs for travel
11 associated with transport of biological samples will be reimbursed under the travel provision
12 section herein (Section B Supplies or Services and Prices/Costs Travel CLINS 0002, 1002 and
13 2002).

14 15 C.4.2.3.2. At-Sea Monitor Communication

16
17 At-Sea Monitors shall maintain regular contact with their assigned GARFO editor/debriefer. All
18 At-Sea Monitors shall call their editor/debriefer prior to making a trip in a fishery or program
19 covered for the first time or as requested. At-Sea Monitors shall return phone calls or reply to
20 email questions as soon as realistically possible (i.e., before departing on a multi-day trip).
21 GARFO can request that an in-person meeting occur with an At-Sea Monitor at any time. These
22 meetings will take priority over accomplishment of the sea day schedule. All travel costs
23 associated with required in person debriefings, exit interviews and meetings with GARFO will
24 be reimbursed under the travel provision section herein (Section B Supplies or Services and
25 Prices/Costs Travel CLINS 0002, 1002 and 2002) and the At-Sea Monitor hourly rate will be
26 reimbursed under the hourly rate provision section herein (Section B Supplies or Services and
27 Prices/Costs Hourly Rate At-Sea Monitor CLINS 0004, 1004 and 2004).

28
29 GARFO staff will provide written memo updates to the contractor regarding any new or changed
30 sampling protocols, data collection procedures, or other collection or reporting procedures. The
31 contractor shall make certain that At-Sea Monitors comply with changes, as applicable.

32
33 Require that any At-Sea Monitor who leaves the program come into the At-Sea Monitor Training
34 Center complete all exit procedures including an in-house exit interview with GARFO (Section
35 J, Attachment 11, Exit Procedures) within 30 days from landing from their last trip.

36
37 Provide the primary port, contact information(full name, mailing address, residential address, e-
38 mail address, cell phone number, home number, emergency contact name and phone number,
39 and working status (full time or part time). If there is a change made to any variables in the list,
40 an updated list shall be provided to GARFO immediately (Section F.5.8).

41 42 C.4.3. At-Sea Monitor Support Services

43 44 C.4.3.1. Logistic and Operation Support for At-Sea Monitor Deployment

45
46 The contractor shall provide complete logistical and operational support to At-Sea Monitors

1 throughout their employment. The contractor's approach to supporting At-Sea Monitors shall be
2 detailed in the proposal.

3
4 C.4.3.2. Training and Debriefings

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

10
11 Training costs are reimbursable and are intended to include all costs associated with At-Sea
12 Monitor training (both initial training and refresher trainings), including, but not limited to,
13 salary during the training period, per diem (meals & reimbursements and lodging), miscellaneous
14 equipment for use during training (as authorized or requested by the Government – Section B
15 Supplies or Services and Prices/Costs Training CLINS 0003, 1003 and 2003).

16
17 At-Sea Monitor candidates shall undergo an initial 2-week certification training session with
18 GARFO. A series of tests will be administered during this training that candidates must prior to
19 certification. Candidates must demonstrate their potential to collect accurate field data, and react
20 to unfamiliar situations at sea in a professional manner. GARFO personnel as well as specialists
21 in other areas such as vessel safety shall conduct training. Refresher training sessions will be
22 conducted when data logs or protocols change, at the discretion of the COTR, or when there has
23 been over six months service interruption for the At-Sea Monitor. At-Sea Monitors shall be
24 required to attend an annual refresher course for data collection, species identification, and vessel
25 safety. In order for the At-Sea Monitor to maintain a current certification they must successfully
26 complete the recertification training.

27
28 Three trainings are scheduled for each year (planned trainings will be posted on the FSB
29 website). The contractor shall provide GARFO with at least 45 calendar days prior notice when
30 a training session is needed and identify any foreign nationals that may be attending training (it
31 takes a minimum of 30 working days for foreign national clearance) as referenced in Section
32 F.5.9. For extenuating circumstances, additional trainings may be scheduled at the
33 Government's discretion. Attendance by a key personnel at training is required for at least two
34 days each week of training.

35
36 The contractor shall submit to GARFO, at least 30 calendar days before the beginning of the
37 training, the following information as referenced in Section F.5.10:

- 38
- 39 • a list of the potential candidates names for review by GARFO
 - 40 • a hard copy (mailed to the COTR) of each candidates resume
 - 41 • a hard copy (mailed to the COTR) of the candidates college transcript
 - 42 • a hard copy (mailed to the COTR) of reference checks from three individuals for each
43 candidate (name of individual providing reference, association with At-Sea Monitor, how long
44 they have known the candidate, contact information (phone number, e-mail), and information
45 about the At-Sea Monitor's past performance)
- 46

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

- 3
- 4 • an updated list of candidates
- 5 • a medical report for each candidate substantiating the individual's medical qualifications
6 for the job
- 7 • online security clearance electronic forms must be initiated by candidates (Section J,
8 Attachment 13, Security Background Instructions)
- 9

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

- 12
- 13 • final list of candidates attending upcoming training session
- 14 • CPR and First AID Certificate
- 15

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

24

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

27

28 GARFO training curriculum is detailed in the ASM training agenda (Section J, Attachment 14,
29 ASM Training Agenda).

30

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

40

41 The first trip an At-Sea Monitor takes after completing the initial 2-week training course will be
42 accompanied by either a GARFO member or a certified trip trainer. Certified trip trainers are
43 current At-Sea Monitors under this contract and are certified by GARFO. In order to become a
44 trip trainer, the contractor must request to GARFO the names of the At-Sea Monitor they would
45 like certified. GARFO would then assign a GARFO staff member to accompany the trip trainer
46 candidate on a future trip. If approved by GARFO the At-Sea Monitor would become a trip

1 trainer. Contractor responsibilities consist of finding vessels that are willing to take two (2) At-
2 Sea Monitors, setting up the logistics of the trip, and communicating with GARFO regularly
3 providing updates on the status of the trip (Section J, Attachment 16, Trip Trainer Certification
4 Program).

5
6 At-Sea Monitor trip trainers taking their training assignment trips with GARFO personnel may
7 bill the cost of a seaday under CLINS 0003, 1003 and 2003. When two At-Sea Monitors are on
8 a vessel for the days a certified At-Sea Monitor trip trainer is accompanying a new At-Sea
9 Monitor then the new At-Sea Monitor should be billed under CLINS 0001, 1001 and 2001. The
10 certified trainer would be billed as a seaday under CLINS 0003, 1003 and 2003. GARFO
11 determines the number of trainers needed based on how many At-Sea Monitors are currently
12 working, what the demand for new At-Sea Monitors is, and what the projected training schedule
13 looks like. GARFO currently has 12 certified At-Sea Monitor trip trainers and would expect to
14 maintain that level. At-Sea Monitors certified as trip trainers must be geographically
15 representative of the ports ASM At-Sea Monitors cover to accommodate all new trainees.
16

17 Key personnel will be expected to attend any other periodic GARFO required trainings related to
18 the ASM program that could impact At-Sea Monitor protocols, such as program manual update
19 trainings or changes to the Pre-Trip Notification System. One key personnel is required per all
20 trainings, however, GARFO encourages all available staff attend periodic trainings that relate to
21 changes in the ASM program or sampling protocols for their own education. A key personnel is
22 required to attend two days per week of each training and all the days of refresher training.
23

24 Compensation for the At-Sea Monitor's time at the refresher training and all other training as
25 well as meals & reimbursement (M&I) and lodging will be reimbursed by GARFO (Section B –
26 Supplies or Services and Prices/Costs Training CLINS 0003, 1003, and 2003). Costs for travel
27 to and from the training center will not be covered by GARFO.
28

29 Per Diem and lodging during weekends are reimbursable during trainings that occur over the
30 course of multiple weeks. Weekend At-Sea Monitor salary costs are not covered under
31 reimbursement, unless training (such as a weather-delayed training trip) occurs on a weekend
32 day. A weekend make up day would be required if the building is closed during the week.
33

34 At-Sea Monitors shall be expected to remain as active At-Sea Monitors or serve in other
35 capacities directly related to the Northeast Fisheries At-Sea Monitor Program (e.g. program
36 management) for at least one (1) year after training. The contractor shall reimburse the
37 Government for training expenses for any At-Sea Monitors terminating their At-Sea Monitor
38 employment with the contractor within one (1) year of completing the GARFO training. This
39 will be done by issuing a credit for the next training session. For example, if three (3) At-Sea
40 Monitors leave the program prior to completing one (1) year of employment, at the next training,
41 three (3) individuals' training costs (Section B Supplies or Services and Prices/Costs Training
42 CLINS 0003, 1003, and 2003) and hourly wages associated with the training (Section B Supplies
43 or Services and Prices/Costs Hourly Rate At-Sea Monitor CLINS 0004, 1004 and 2004) will not
44 be billed to the Government.
45

46 At-Sea Monitors shall sign a non-disclosure statement (confidentiality agreement) at the

1 commencement of training (Section J, Attachment 17, NEFSC Statement of Non-Disclosure) as
2 referenced in Section F.5.24.

3
4 GARFO may request an At-Sea Monitor be accompanied by a GARFO staff member on a future
5 trip. The contractor shall assist with the setting up these shadow trips (Section J, Attachment 18,
6 Shadow Trip Program).

7
8 The contractor shall make At-Sea Monitors available to GARFO (Enforcement and FSB staff)
9 for the purposes of routine debriefings, requested meetings regarding data quality issues,
10 investigating circumstances of alleged refusals by vessels to take an At-Sea Monitor or other
11 violations of the Magnuson-Stevens Fishery Conservation Act (MSA), Marine Mammal
12 Protection Act (MMPA), or the Endangered Species Act (ESA) recorded by the At-Sea Monitor
13 in the course of his/her duties (Section B Supplies or Services and Prices/Costs Training CLINS
14 0003, 1003 and 2003) and hourly wages associated with the training (Section B Supplies or
15 Services and Prices/Costs Hourly Rate At-Sea Monitor CLINS 0004, 1004 and 2004). All At-
16 Sea Monitors shall call their editor/debriefer prior to making a trip in a fishery or program
17 covered for the first time.

18 19 C.4.3.3. Data Quality Control

20
21 Data shall be collected and maintained in accordance with contractor's Quality Assurance Plan
22 as incorporated in the contract (Section F.5.3).

23
24 The overall goal of quality control is to ensure the effectiveness and efficiency of collection
25 efforts as well as the quality of data collected. Data quality is of utmost importance. As such the
26 contractor shall ensure the highest quality in data collected by its At-Sea Monitors. GARFO will
27 provide a data quality rating of At-Sea Monitors to the provider on a bi-annual basis (Section J,
28 Attachment 19, Data Quality Rating). The contractor shall use the data quality rating of At-Sea
29 Monitors in their Quality Assurance Plan (F.5.3).

30 31 C.4.3.4. At-Sea Monitor Equipment, Operation and Maintenance

32
33 The contractor shall provide all materials and equipment necessary for the collection of data and
34 biological sampling (Section J, Attachment 20, ASM Gear List). The contractor shall maintain
35 and replace lost gear to ensure the At-Sea Monitor is able to carry out his/her sampling duties.
36 For items listed with a brand name, the contractor shall provide the equivalent quality to the
37 brand listed.

38
39 The gear and equipment, purchased and charged to the Government in the performance of the
40 contract becomes Government property at the end of the contract. Equipment and gear should be
41 inspected and repaired in accordance with manufacturers specification as needed and at a
42 minimum of once per year. Newly acquired gear must be of the same quality as the originally
43 provided Government gear. At-Sea Monitor gear and contractor's tracking and maintenance of
44 such gear is subject to periodic audit by the Government. The Government retains the right to
45 modify gear specifications and requirements to meet research collection needs.

1 C.4.3.5. Travel and Lodging

2
3 The contractor is responsible for all travel arrangements and expenses, appropriate lodging, and
4 all expenses associated with training, safety meetings, briefings, debriefings, and deploying At-
5 Sea Monitors to assigned vessels. All travel costs and expenses incurred shall be reimbursed in
6 accordance with the Government's Travel Regulations.

7
8 Travel costs are reimbursable and are intended to include costs associated with At-Sea Monitor
9 travel to and from vessels and to and from the port if the At-Sea Monitor travels greater than fifty
10 (50) miles, one way, from their primary port (Section B Supplies or Services and Prices/Costs
11 CLINS 0002, 1002, and 2002.

12
13 Coordinator and support staff travel (related to At-Sea Monitor deployment) to and from vessels
14 and to and from the port are reimbursable if travel meets Government Travel Regulations and
15 At-Sea Monitor travel costs under CLINS 0002, 1002, and 2002. The contractor shall submit a
16 travel voucher (Section J, Attachment 21, At-Sea Monitor Travel Voucher) clearly documenting
17 all travel logistics and associated costs to the COTR.

18
19 While an At-Sea Monitor is out at sea, per diem is not reimbursable, unless authorized on a case-
20 by-case basis by the COTR, such as if an At-Sea Monitor lands in a port other than their primary
21 port.

22
23 C.4.3.6. Vessel Selection

24 The contractor shall strictly adhere to all sampling design requirements specified for the
25 Northeast Fisheries At-Sea Monitor Program (ASM). GARFO will provide the contractor with a
26 set of specific guidelines regarding vessel selection and placement considerations by various
27 fisheries. The contractor shall make contact with vessels selected either by GARFO to arrange
28 for At-Sea Monitor coverage and deployment scheduling as necessary. When the contractor/At-
29 Sea Monitor makes initial contact with the vessel, the contractor/At-Sea Monitor shall verify
30 with the captain that he has sufficient life raft capacity for an additional person (At-Sea Monitor).
31 If not, the contractor shall immediately attempt to have one of the GARFO issued valise life rafts
32 available for the At-Sea Monitor for that trip. If one is not available, and the captain still intends
33 to sail without the At-Sea Monitor, an SDR shall be issued to the captain of the vessel (Section J,
34 Attachment 22, Safety Deficiency Report). The contractor shall assign At-Sea Monitors to
35 vessels without regard to preference expressed by vessel owners or operators with respect to At-
36 Sea Monitor race, gender, age, religion, or sexual orientation nor shall the contractor consider
37 At-Sea Monitor's expressed preference. The contractor shall not assign At-Sea Monitors who
38 are showing symptoms of illness or who may be contagious. In the event that an At-Sea Monitor
39 falls severely ill or injured at sea, and the vessel must prematurely cease fishing to return the At-
40 Sea Monitor to port, the contractor shall propose a plan on how to work out a fair reimbursement
41 for the vessel's fuel expenses.

42
43 Various regulated fisheries have a requirement for a vessel's representative to notify the ASM
44 prior to making each fishing trip. Notification is required prior to the planned departure in a
45 specific time frame, e.g., forty-eight (48). The vessel is then randomly assigned, by GARFO, an
46 At-Sea Monitor or issued a waiver, relieving them of the requirement to carry an At-Sea Monitor

1 for that specific trip.

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

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

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

25
26 Cost Reimbursement is authorized for At-Sea Monitors for the time associated with a "no show".
27 The maximum amount of time for a no show is up to 2.5 hours. The At-Sea Monitor must arrive
28 30 minutes prior to the scheduled departure time and remain at the designated area for up 2 hours
29 following the scheduled departure time. Travel to and from the site and per diem are not
30 included unless conditions in C.4.3.5 are met. Any costs billed for a "no show" will be billed
31 against CLINS 0004, 1004 and 2004. There will be no reimbursement for situations in which it
32 is the At-Sea Monitor's fault for missing the trip or no attempt was made to communicate with
33 the captain prior to taking the trip. A travel voucher (Section J, Attachment 21, At-Sea Monitor
34 Travel Voucher) is required for proper reimbursement.

35
36 Cost Reimbursement is authorized for At-Sea Monitors for the time associated with a
37 "cancellation" in instances where trips are cancelled at the dock or when an at-sea monitor is en
38 route to the vessel and cancellations occurs. The maximum amount of time for a cancellation is
39 up to 2.5 hours. Travel to and from the site and per diem are not included unless conditions in
40 C.4.3.5 are met. Any costs billed for a "Cancellation" will be billed against CLINS 0004, 1004
41 and 2004. A travel voucher (Section J, Attachment 21, At-Sea Monitor Travel Voucher) is
42 required for proper reimbursement.

43
44 C.4.3.7. Safety Requirements

45
46 Vessels must be in compliance with the At-Sea Monitor Health and Safety Regulations before an

1 At-Sea Monitor is deployed
2 (http://www.nefsc.noaa.gov/fsb/Misc/Obs_Health_&_Safety_Regs.FR.11.01.07.pdf). Vessels
3 must pass the Pre-Trip Vessel Safety Checklist (Section J, Attachment 23) that will be performed
4 by the At-Sea Monitor with the assistance of the captain or designee prior to deployment. If the
5 vessel fails to pass the Pre-Trip Vessel Safety Checklist, the At-Sea Monitor shall not sail on the
6 vessel and shall complete Safety Deficiency Report (Section J, Attachment 22, Safety Deficiency
7 Report), which shall be provided to the captain and GARFO.
8

9 Valise life rafts will be issued to the contractor by GARFO upon award of the contract. It is
10 expected that the contractor shall maintain the life rafts while in their care and ensure the life raft
11 is up to date with service and inspections. When service and inspection dates are coming close
12 to their expiration, the contractor shall contact GARFO to schedule a drop off of the raft. If there
13 is evidence that the life raft is not treated properly while in their care (i.e., dragged on the ground
14 resulting in holes in the raft) then the contractor will be liable for the cost of a replacement raft.
15

16 At-Sea Monitor safety is of paramount importance to ASM. If at any time an At-Sea Monitor
17 feels that a vessel is unsafe prior to departure, they may decline the trip and report this on the
18 Pre-Trip Vessel Safety Checklist (Section J, Attachment 23) to GARFO.
19

20 C.4.3.8. Communication

21

22 The contractor shall provide and employ a method for At-Sea Monitors to communicate vessel
23 departure and arrival information; handle At-Sea Monitor emergencies and/or problems related
24 to At-Sea Monitor logistics when they are at sea, in transit to the dock, or in port awaiting vessel
25 departure. The contractor shall contact GARFO of all emergency situations, including medical,
26 within twelve (12) hours of learning of the incident as referenced in Section F.5.14.
27

28 The contractor shall provide GARFO with access to a real time online At-Sea Monitor tracking
29 system for At-Sea Monitor deployments (including vessel identifier information), leave
30 schedules, and status (part-time vs. full-time) updates as referenced in Section F.5.15.
31

32 The contractor shall provide GARFO with all written documents/memos that are sent their At-
33 Sea Monitors within 24 hours of when the document/memo is sent as referenced in Section
34 F.5.25.
35

36 The contractor shall notify GARFO of when an At-Sea Monitor is subject to disciplinary action
37 by the contractor (i.e., placed on probation, performance monitoring, etc....) within 24 hours of
38 when the disciplinary action took place as referenced in Section F.5.26.
39

40 C.4.3.9. Notification of Potential Infractions

41

42 The contractor shall immediately notify the COTR of any potential violation of the Rules and
43 Regulations that implement the Fishery Management Plan under the Magnuson-Stevens Fishery
44 Conservation and Management Act, Marine Mammal Protection Act or Endangered Species Act
45 or any regulations that govern the At-Sea Monitor program, including but not limited to: vessels
46 failing to provide adequate notification prior to departing, failing to take an At-Sea Monitor,

1 incidents of At-Sea Monitor interference, harassment, or intimidation. The contractor shall
2 ensure that each returning At-Sea Monitor is debriefed for incidents of intimidation, interference,
3 or harassment within twelve (12) hours of trip landing as referenced in Section F.5.14. Reported
4 incidents of the vessel failing to take an At-Sea Monitor or incidences of the contractor failing to
5 handle incidents of interference, harassment or intimidation of At-Sea Monitors will be
6 investigated by GARFO.

7 8 C.4.3.10. Vessel Operations and Working Conditions

9
10 Fishing vessels routinely operate out of ports from New York to Maine (Section J, Attachment
11 24, Location of ASM Trips in 2010). Trips can range from 1-14 days in duration. The vessels
12 operate in ocean waters, 3-200 miles offshore in all weather conditions. Vessels are generally
13 30-150 feet in length. Crew members and At-Sea Monitors live and sleep in cramped quarters,
14 often in damp conditions and share common facilities. On some vessels, the crew does not speak
15 English. At-Sea Monitors must be willing to travel occasionally to cover locations other than
16 their primary ports.

17
18 At-Sea Monitor Health and Safety Regulations require sleeping areas for the At-Sea Monitor to
19 be equal to those of the crew. Some vessels have no shower and may lack permanent toilets or
20 bunks. Although vessels may not have separate facilities for women, federal regulations require
21 reasonable privacy for female At-Sea Monitors. Female At-Sea Monitors on a vessel with an all-
22 male crew must be accommodated with adequate privacy which can be ensured by installing a
23 curtain or other temporary divider, in a shared cabin. Because of the size and responsiveness of
24 these vessels to sea conditions, motion sickness can be debilitating for some individuals and
25 should be seriously considered in all prospective At-Sea Monitor candidates. Most vessels carry
26 no trained medical personnel aboard and rely upon first aid knowledge of the boat's operator in
27 consultation with land-based physicians via radio.

28
29 Food is provided on multiday trips for the At-Sea Monitor and must be equal to the food being
30 served to the rest of the crew. On single day trips, At-Sea Monitors must bring their own food
31 and water.

32 33 C.4.3.11. Data Quality

34
35 The GARFO COTR will monitor all aspects of contractor performance as
36 described below:

- 37
- 38 • Failure to deliver data from an observed sea day includes:
 - 39 • All data must be delivered at the required time frame, as specified by GARFO.
 - 40 • Data must not be fraudulent or of such poor quality as to be unusable (i.e. if determined
41 to be fraudulent or unusable within 90 days of receipt of the data).

42
43 The contractor shall interact with vessels which have carried At-Sea Monitors. They shall
44 interview the captain; using GARFO issued workbooks with a pre-determined set of questions
45 (Section J, Attachment 25, Captain Interview Questions), and determine if the At-Sea Monitor
46 performed his/her job in a professional manner and carried out all required tasks. Unless

1 otherwise instructed by GARFO, a random selection of 10% of each At-Sea Monitor's trips each
2 quarter will have follow-up interviews. Format questions will be provided by GARFO. Trip
3 Interview Reports will be provided to GARFO electronically within two working days of the
4 interview as referenced in Section F.5.16. The contractor shall report, in writing to the COTR,
5 all complaints made by the industry regarding At-Sea Monitor activities, as well as any At-Sea
6 Monitor injuries aboard vessels or on docks to GARFO.

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

14
15 GARFO will provide the contractor with a data quality rating for each At-Sea Monitor (Section
16 J, Attachment 19, Data Quality Rating).

17 18 C.4.3.12. Vessel Compensation for At-Sea Monitor Food Reimbursement

19
20 Contractors shall compensate vessels at a rate of \$40 per day (for every completed 24 hour
21 period) to cover At-Sea Monitor accommodation and food costs while aboard the vessel for trips
22 lasting longer than one (1) day (i.e., 24 hours) (Section B Supplies or Services and Prices/Costs
23 Vessel Meal Reimbursement CLINS 0005, 1005 and 2005). The contractor shall provide
24 GARFO with an example of the vessel reimbursement form the contractor develops as
25 referenced in Section F.5.17. The contractor shall provide a report for all vessel meal
26 reimbursements provided within the last monthly period. The contractor is encouraged to make
27 all vessel compensation payments through Electronic Funds Transfer. If the contractor makes
28 vessel meal reimbursement payment through check, the contractor shall provide proof that the
29 check has been cashed within 90 days of vessel receipt of the check. If a check has not been
30 cashed within 90 days of vessel receipt, the contractor shall cancel the check and provide an
31 offset to NOAA in the amount of the original check less any check cancellation fees (Section
32 F.5.18). The contractor shall provide evidence for all check cancellation fees to the COTR.

33 34 35 C.4.3.13. Contractor Standards of Conduct

36
37 The Contractor shall comply with the requirements of Clause H.2.2 At-Sea Monitors Preventing
38 Personal Conflicts of Interest. The contractor shall assign at-sea monitors without regard to any
39 preference expressed by representatives of vessels based on, but not limited to, at-sea monitor
40 race, gender, age, religion or sexual orientation.

41 42 C.4.3.14. At-Sea Monitor Termination Documentation

43
44 The contractor shall notify the COTR when an At-Sea Monitor leaves the ASM for any reason as
45 referenced in Section F.5.19. Reasons for termination, whether contractor initiated or At-Sea
46 Monitor initiated, must be documented and provided to GARFO within 7 days of the At-Sea

1 Monitor’s departure and shall be used to determine trends and assist in improving retention of
2 qualified At-Sea Monitors as referenced in Section F.5.20.

3
4 C.4.3.15. Emergency Action Plan

5
6 The contractor shall institute an Emergency Action Plan that documents what they will do in the
7 case of an emergency. The purpose of an Emergency Action Plan is to facilitate and organize
8 employer and employee actions during workplace emergencies. Well developed emergency
9 plans and proper employee training (such that employees understand their roles and
10 responsibilities within the plan) will result in fewer and less severe employee injuries. The
11 contractor shall provide GARFO with a copy of their Emergency Action plan as referenced in
12 Section F.5.27.

13
14 C.4.3.16. Quality Assurance Plan

15
16 The contractor shall develop and submit to GARFO a contractor Quality Assurance Plan, as
17 referenced in Section F.5.3, which details how the contractor will ensure effectiveness and
18 efficiency of collection efforts as well as the quality of data collected by its At-Sea Monitors.
19 The contractor shall further establish, implement, and maintain a Quality Assurance
20 Management program to ensure consistent quality of all work products and services performed
21 under this contract.

22
23 C.5. PERFORMANCE MONITORING

24
25 C.5.1. Quality Assurance Surveillance Plan

26
27 GARFO intends to monitor contractor performance against the Schedule of Deliverables
28 (Section F.5.3).

29
30 C.6. SECURITY RISK LEVEL DESIGNATIONS

31
32 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

33
34
35
36
37
38
39 Investigation Packages

40
41 At-Sea Monitors and key personnel would be considered contractors and all undergo the required
42 background investigation (Section J, Attachment 13, Security Background Instructions) and
43 would be either U.S. Citizens, Naturalized Citizen, Green Card Holders (aka Permanent Resident
44 Card), or Foreign Nationals. The following requirements will be completed prior to official
45 hiring:
46

- 1 • 0 – 30 days = Security Worksheet, Finger Print Cards (FD 258 Cards)
- 2 • 31 – 179 days = Security Worksheet, SAC Form (OFI Form 86C), Finger Print Cards
- 3 (FD 258 Cards)
- 4 • 180 or greater days = EQIP Package
- 5 o Security Worksheet
- 6 o Electronic Questionnaire (filled out after applicant has been placed in EQIP)
- 7 o EQIP Signature pages (generated after applicant has completed Questionnaire in EQIP)
- 8 o Declaration for Federal Employment (Optional Form 306)
- 9 o Finger Print Cards (FD 258 Cards)
- 10 o Fair Credit Reporting Form (filled out based on position sensitivity)

11
12 Foreign National (FN) Information (must be submitted along with Investigation Packages)

13
14 Foreign Nationals is anyone who is a non-U.S. citizen or non-green card holder (aka permanent
15 resident card). Foreign Nationals fall into two categories: Visitors or Guests. Visitors are
16 personnel onsite for up to 3 days; or whom will be attending a conference, workshop, or training
17 (which can go up to 5 days). Guests are personnel who will be onsite over 3 days and who do
18 not fall into the 5 day category listed above. All Foreign National Visitor/Guests information
19 must be submitted through the Foreign National Registration System (FNRS) by GARFO.

20
21 **C.7. CLAUSES INCORPORATED BY REFERENCE**

22
23 **C.7.1. CAR 1352.237-71 SECURITY PROCESSING REQUIREMENTS—LOW RISK**
24 **CONTRACTS (APR 2010)**
25 (Reference 48 CFR 1337.110-70)(c))

26
27 **C.7.2. CAR 1352.237-73 FOREIGN NATIONAL VISITOR AND GUEST ACCESS TO**
28 **DEPARTMENTAL RESOURCES (APR 2010)**
29 (Reference 48 CFR 1337.110-70)(e))

30
31
32
33 **EXHIBIT H**

34 **INSHORE GULF OF MAINE DECLARATION**

35
36 For the purpose of providing the Sector and its Manager with a greater understanding of the fishing
37 patterns conducted by their members, the following reporting requirements have been crafted and
38 adopted by the Sector in collaboration with **all** Northeast Groundfish Sectors in the region. These
39 provisions afford Sectors an administrative tool to track fishing activity west of the 70:15. The
40 implementation of the following requirements is conditioned on the adoption of all Northeast
41 Groundfish Sectors in their FY 2017 and 2018 Operations Plans. In the event this provision is not
42 adopted by all Northeast Groundfish Sectors the specifications below will not be implemented by
43 this Sector.

44
45 For the purpose of “Section 5.04. Area Declarations” of the Sector Operations Plan, the portion

1 of BSA 1 West of 70:15 to the shoreline North to the Maine Coast and South to Cape Cod would
2 be defined as **Inshore GOM**.

3
4 **When an Observer/Monitor is onboard.** The Sector Vessel may declare and fish in all Broad
5 Stock Areas, including the portion of BSA 1 defined as the Inshore GOM in section 5.04.

6
7 **When an Observer/Monitor is NOT onboard.**

8 If the Sector Vessel intends to fish West of the 70:15 in the area described in Section 5.04 of this
9 operation plan as the Inshore GOM, at any time during a trip, the vessel must declare BSA 1 only
10 and the Sector Vessel may not conduct any fishing activity outside of the area defined as BSA 1
11 for the entire trip.

12
13 If the vessel declares more than one Broad Stock Area on a trip, the vessel is prohibited from
14 conducting fishing activity West of the 70:15 in the area described in Section 5.04. as the Inshore
15 GOM.

16
17 The Sector Manager and Sector Members will work together to determine how the declaration
18 requirements above will be completed using the existing VMS systems or an alternative third party
19 reporting system.

EXHIBIT I

EXEMPTED FISHING PERMIT FOR ELECTRONIC MONITORING PROJECT (#16008)

Principal Investigator: Chris McGuire
 The Nature Conservancy
 99 Bedford St., 5th Floor
 Boston, MA 02111
 (617) 532-8351

Permit Issued Date: May 25, 2016
 Permit Effective Date: June 1, 2016
 Permit Expiration Date: April 30, 2017

Vessel Owner or Operator	Vessel Name	Sector	Hull Number	Federal Permit Number
Nick O'Toole	<i>Zachary T</i>	FGS	MS4951BD	130772
Nick Muto	<i>Dawn T</i>	FGS	MS9353BE	118641
Michael A Russo	<i>Gulf Venture</i>	SHS 3	MS4557N	147091
Bryan Bichrest	<i>Safe Haven</i>	MCCS	1183056	242844
Randy Cushman	<i>Ella Christine</i>	MCCS	568374	250387
Gerry Cushman	<i>Bug Catcha</i>	MCCS	1261523	233869
Brian Durant	<i>Free Bird</i>	MCCS	212165	926306
Craig Durant	<i>Marie Ann</i>	MCCS	ME4395C	114846
Tom Casamassa	<i>Theresa Irene III</i>	MCCS	ME1979T	140344
Joe Nickerson	<i>Hayley Ann</i>	MCCS	922606	221740

FGS=Georges Bank Cod Fixed Gear, SHS=Sustainable Harvest, MCCS=Maine Coast Community, and NEFS=Northeast Fishery

In accordance with Magnuson-Stevens Fishery Conservation and Management Act (Magnuson-Stevens Act) provisions (16 U.S.C. 1801 et seq.), 50 CFR 600.745 and 50 CFR 648.12, the above-named vessels are exempt from the regulations specified below while conducting experimental fishing activities in accordance with the specified conditions and requirements, and as documented in the vessel's monitoring plan (VMP). The vessels are participating in an electronic monitoring (EM) study for The Nature Conservancy (TNC) to develop EM for catch accounting in the groundfish fishery. While participating in the study, vessels will use EM (cameras and gear sensors) to replace at-sea monitors (ASMs) when selected for ASM coverage. EM will not replace Northeast Fishery Observer Program (NEFOP) observers, but will be used in addition to NEFOP when NEFOP observers are present on the vessel. Each participating vessel is required to carry on board a unique VMP that describes the installation and placement of the EM system, catch handling requirements, including the controlled points of allowable discarding, operator responsibilities, EM provider contact information, troubleshooting guide, pre-trip function test instructions, and other requirements of using EM. The VMP must be reviewed and approved by

1 NMFS before the vessel is allowed to participate in the EFP.
2

3 All catch of allocated groundfish stocks will be deducted from the respective sector's quota, and
4 legal-sized regulated groundfish will be retained and landed, as required by regulation. Undersized
5 groundfish will be handled according to the vessel's VMP, in view of cameras, and returned to the
6 sea as quickly as possible. All other species will be handled per normal commercial fishing
7 operations. No legal-size regulated groundfish will be discarded, unless otherwise permitted
8 through regulatory exemptions granted to the participating vessel's sector.
9

10 **EXEMPTIONS**
11

- 12 1. Sector third-party monitoring program requirements at § 648.87(b)(1)(v)(B) when selected
13 for ASM coverage.
14

15 **CONDITIONS AND REQUIREMENTS**
16

17 Exemptions are valid provided the above listed vessel complies with the following conditions and
18 requirements:
19

- 20 1. This EFP must be carried aboard the vessel and accompany valid Federal fishery permits
21 for any species which is landed;
22
- 23 2. In the event of an EM system failure prior to or during sailing, the vessel is allowed to
24 complete that trip, but the vessel operator must notify their EM service provider, sector
25 manager, and contact the Fisheries Sampling Branch, to request a waiver. If granted a
26 waiver, the vessel can make that trip, and subsequent trips granted a waiver or selected for
27 NEFOP coverage, until the vessel is again selected for EM coverage. It is a violation of the
28 EFP if a selected trip sails without a working EM system and a waiver was not issued;
29
- 30 3. The vessel must carry on board, and abide by at all times, its approved VMP; it will be
31 considered a violation of the EFP if a trip sails without its approved VMP;
32
- 33 4. A copy of the revised VMP must be provided to NMFS if changes occur throughout the
34 fishing year. If updates to the VMP have a direct impact on catch accounting (onboard
35 catch methodology, discard control points, etc.), then those modifications must be
36 approved prior to fishing. Other changes (camera angle, system upgrades, general
37 maintenance, etc.) that do not have a direct impact on catch accounting do not require
38 NMFS approval;
39
- 40 5. Catch handling requirements are specified below, with further details in the vessel VMP:
41 a. Hake species (white, red, silver, and offshore) must be retained and landed;
42 b. Discarded regulated groundfish species must be placed on the designated discard
43 measurement strip in view of the dedicated measurement camera to ensure proper
44 identification;
45 c. Discards of legal unmarketable fish must be handled in the same way as the other
46 regulated groundfish species and reported through the eVTR;

- 1 d. Species other than regulated groundfish (e.g., skates, dogfish) must be discarded in
- 2 view of a camera at one of the designated discard control points specified in the
- 3 VMP; and
- 4 e. Prohibited species (marine mammals, sea turtles, seabirds, etc) must be discarded
- 5 in view of a camera, and a marine mammal report form completed for any
- 6 interaction.
- 7
- 8 6. Participating vessels, sectors, and EM service providers must provide NMFS access to EM
- 9 data for auditing and other purposes (e.g., documenting protected species interactions, etc.)
- 10 as required;
- 11
- 12 7. The vessels must comply with all other applicable requirements and restrictions specified
- 13 at 50 CFR part 648, including all permit conditions at § 648.4(b), unless specifically
- 14 exempted in this EFP or a separate permit;
- 15
- 16 8. This EFP does not exempt the vessel from any requirements imposed by any state, the
- 17 Endangered Species Act, the Marine Mammal Protection Act, or any other applicable laws;
- 18 and
- 19
- 20 9. A copy of the final project report must be provided to NMFS within 6 months of the
- 21 expiration of the EFP as described in the letter to TNC.
- 22

23 Activities that do not comply with these provisions subject the violator to fines and/or permit

24 sanctions.

25

26 Authorized by

27

28 John K. Bullard



29 Regional Administrator

30