

1 **NORTHEAST COASTAL COMMUNITIES SECTOR**
2 **MEMBERSHIP AGREEMENT AND OPERATIONS PLAN**

3
4 **Fishing Years 2017 - 2018**
5

6 This Membership Agreement and Operations Plan ("Agreement") is entered into as of this 20th
7 day of September, 2016 by and among the permit owners who have signed this Agreement on the
8 signature pages hereto, and any other permit owners that are admitted pursuant to the terms of this
9 Agreement (each, a "Member" and, collectively, the "Members").

10 **RECITALS**

11
12 **WHEREAS**, sectors, combined with a permit bank, offer the opportunity for fishermen to
13 preserve access to the groundfishery and to ensure a future for their coastal fishing communities;
14

15 **WHEREAS**, Amendment 13 to the Northeast Multispecies Fishery Management Plan (such
16 amendment shall hereinafter be referred to as "Amendment 13" and the plan shall be referred to
17 as the "Plan") authorized the formation of sectors and authorized the Regional Administrator of
18 the National Marine Fisheries Service ("NMFS") to (i) approve a proposal for the formation of
19 such sector, (ii) approve a legally binding operations plan and (iii) allocate a percentage of the
20 total allowable catch of groundfish species regulated by the Plan to the sector;
21

22 **WHEREAS**, Amendment 16 to the Plan ("Amendment 16") modified and expanded the
23 requirements established for sector formation and operations established by Amendment 13, and
24 has been in effect since May 1, 2010.
25

26 **WHEREAS**, the New England Fisheries Management Council established procedures to approve
27 new sectors, and the Members elected to take advantage of the option to participate in a sector
28 and thereby: (i) rationalize their fishing effort by controlling the pace of their fishing operations;
29 (ii) increase the amount of product per ton of fish harvested through more efficient harvesting
30 practices; and (iii) improve their conservation practices through a reduction in their incidental
31 catch of non-target species and through use of alternative gear types;
32

33 **WHEREAS**, the Martha's Vineyard Dukes County Fishermen's Association timely submitted an
34 application expressing interest in forming a sector known as the "Martha's Vineyard Community
35 Sector" and subsequently worked with the Maine Center for Coastal Fisheries to develop a
36 broader sector constituency in order to benefit Northeast coastal communities;
37

38 **WHEREAS**, the Members desire to form the Northeast Coastal Communities Sector (the
39 "Sector") as a not-for-profit entity in full compliance with the Plan sector requirements in order:
40 (i) to obtain an aggregated sector allocation of groundfish species regulated by the Plan, and to
41 sub-allocate such aggregated sector allocation among the Members and/or their permits and
42 vessels, (ii) to participate in Special Access Programs ("SAPs") in closed areas to the extent that
43 such SAPs are available to the Sector and (iii) to take such actions as may be necessary to ensure
44 that the Sector, its Members and their vessels conduct groundfish harvesting activities in
45 compliance with the Plan and the Magnuson-Stevens Fishery Conservation and Management Act
46 (the "Act"), as amended from time to time, and applicable regulations promulgated by NMFS;
47

48 **NOW, THEREFORE**, in consideration of the mutual benefits conferred by this Agreement, the
49 receipt and sufficiency of which are hereby acknowledged, the Members agree as follows:
50

51 **ARTICLE I - Representations and Warranties of the Members**
52

1
2 As of the date hereof, each of the Members represents and warrants to the other Members and the
3 Sector that:

4
5 **Section 1.01 Eligibility**

6 1.01.1. Each Member has been issued one or more valid limited access multispecies permit(s)
7 (“Permit”) and intends to enroll the Permit(s) in the Sector.

8 1.01.2. The Member’s Permit is based on documented landings of regulated species between
9 May 1, 1996, and April 30, 2007, which are the 1996 through 2006 fishing years (such period of
10 time shall hereinafter be referred to as the "Qualifying Period"). For the purposes of this
11 Agreement, the permit shall be deemed to include all harvesting rights, privileges, or entitlements
12 conferred by the permit on the permit holder, as well as all fishing history associated with the
13 permit in the subject fishery (the “Permit”).

14 1.01.3. Each Permit which the Member intends to enroll in the Sector is listed on Exhibit G to
15 this Agreement.

16 1.01.4. Each Member has assigned its Permit to a Participating Vessel or confirmation of permit
17 history (CPH), which is also listed on Exhibit G with the corresponding Permit. Notwithstanding
18 the list of Participating Vessels set forth on the signature pages hereto, for purposes of this
19 Agreement, "Participating Vessel" shall mean the vessel to which a Member's Permit applies at
20 any given time.

21
22 **Section 1.02 Organization and Authority**

23
24 1.02.1. Each Member, to the extent that it is an entity, is duly organized, validly existing and in
25 good standing in its state of organization and has all authority, corporate or otherwise, to enter
26 into this Agreement on its own behalf and on behalf of the Permits and the Participating Vessels
27 that it represents.

28 1.02.2. This Agreement constitutes a legally valid and binding obligation of each Member,
29 enforceable against such Member in accordance with its terms.

30 1.02.3. Each Member represents that there are no restrictions or sanctions on the Member, its
31 Participating Vessel(s), or Permit(s) that would prevent the Member, its Participating Vessels or
32 Permits from enrolling in the Sector and/or complying with the terms of this Agreement.
33

34
35 **ARTICLE II – Duty of Cooperation**

36 **Section 2.01 Sector Agreement and Its Purposes**

37 2.01.1. The Members acknowledge that the purpose of this Agreement is to enable the Sector and
38 its Members, subject to this Agreement, and consistent with the Articles of Incorporation and the
39 Bylaws of the Sector, to harvest an annual percentage of the Plan Total Allowable Catch (“TAC”)
40 pursuant to the Sector Allocation procedures of 50 CFR section 648.87(a) et seq., as amended
41 from time to time.

42 2.01.2. The Members acknowledge the proposed changes to the Plan and controlling regulations,
43 and the constant potential for changes in regulations in the intensively regulated groundfish
44 fishery, and the need to cooperate with potential changes to this Agreement in order to adapt to

1 those changes.

2 2.01.3. The Members agree to use good faith and all reasonable efforts to cooperate in any
3 needed changes to this Agreement and any Harvest Plan in order to secure NMFS approval of the
4 Sector, this Agreement, and any future Harvest Plan amendments, and in order to comply with the
5 terms of the Act and its implementing regulations.

6
7 2.01.4. The Members acknowledge that a primary purpose of this Agreement is to reduce bycatch
8 and to improve resource utilization. The Members acknowledge that fishing practices can affect
9 bycatch and resource utilization rates. Therefore, Members also agree to use good faith and all
10 reasonable efforts to conduct their fishing practices responsibly, in a manner consistent with the
11 overall goals of the Sector.

12
13

14 **ARTICLE III – Membership**

15 **Section 3.01 Voluntary Membership**

16 3.01.1. The Members acknowledge that participation in the Sector is completely voluntary among
17 the Members, their Permits and the related Participating Vessels.

18 3.01.2. Each Member acknowledges that the Member has had adequate opportunity to consult
19 with legal counsel concerning the terms of this Agreement and the obligations of Members prior
20 to execution of this Agreement.

21 **Section 3.02 Scope of Membership Obligations**

22 3.02.1. The obligations of the Members set forth in this Agreement shall only apply to the
23 Permits and Participating Vessels, and shall not extend to any other permits or vessels owned by
24 the Members that are not enrolled in the Sector pursuant to the terms of this Agreement.

25 3.02.2. If a Member transfers its Permit from the Participating Vessel to a new vessel during the
26 term of this agreement, the new vessel shall be subject to the terms of this Agreement.

27 3.02.3. The Members acknowledge and agree that the Sector and its Members may, from time to
28 time, be permitted to participate in certain Special Access Programs (each an "SAP") and that it
29 may be necessary to modify or expand the scope of the obligations under this Agreement in order
30 to ensure that the Sector and its Members comply with the rules relating to each such SAP.
31 Therefore, the Members agree to execute any amendments to this Agreement subject to the
32 approval of NMFS, which may reasonably be requested by the Sector or the Sector Manager in
33 order to comply with the rules relating to any such SAP, including, without limitation, any
34 amendments that expand the scope of the Members' obligations hereunder to apply to vessels
35 and/or permits that are not enrolled in the Sector.

36 3.02.4. The Members shall comply with all terms of this Agreement and its Operations Plan
37 ("Operations Plan"), including, but not limited to, any Sector Harvest Plan adopted by the Board
38 or Sector Manager in order to comply with applicable Sector laws and rules ("Harvest Plan"). The
39 Operations Plan is comprised of the following Exhibits to this Agreement:

40 a. Exhibit A - Penalty Schedule

41 b. Exhibit B – Harvest Plan

- 1 c. Exhibit C – Sector Administration
- 2 d. Exhibit D – At Sea Monitoring Plan
- 3 e. Exhibit E – Dockside Monitoring Plan
- 4 f. Exhibit F – ACE Monitoring Plan
- 5 g. Exhibit G – List of Member Federal Permits
- 6 h. Exhibit H – List of Member State Permits
- 7 i. Exhibit I – Monitoring Service Provider Information
- 8 j. Exhibit J – Records Access Authorization

9 3.02.5. The Members shall cooperate and use their best efforts to ensure Sector compliance with
10 all applicable laws and rules.

11 3.02.6. The Members shall make all financial contributions and payments required by this
12 Agreement and by the Sector bylaws.

13 3.02.7. The Members shall cooperate fully with any Sector inquiry, investigation, hearing or
14 other proceeding to enforce the terms of this Agreement or to ensure compliance with applicable
15 laws or rules.

16 3.02.8. The Members agree to authorize the Sector to obtain records from NMFS concerning the
17 Member’s fishing history and landings, and, by this Agreement, provide the Sector with the
18 authorization for NMFS record access attached as Exhibit J.

19 **Section 3.03 Length of Commitment**

20 3.03.1. Each Member hereby agrees to cause each of its Permits and the related Participating
21 Vessels to remain enrolled in the Sector for the term of this Agreement. (the "Commitment
22 Period").

23 3.03.2. If NMFS does not approve the Sector application and this Agreement, as the same may be
24 amended, for fishing year 2017-2018, then the obligation of such Member under this Agreement
25 shall terminate effective as of the date of the Sector’s receipt of the final decision by NMFS to
26 disapprove the Sector application, and the Member will remain in the common pool under the
27 Plan.

28 3.03.3. If NMFS approves this Agreement and the Sector application, the Members may renew
29 this Agreement for application to future fishing years, upon terms and condition acceptable to the
30 Members. Each Member must express their interest in renewal of the Agreement by December 2,
31 2018.

32 3.03.4. The Members may withdraw from this Agreement solely for the purpose of remaining in
33 the common pool of vessels under the Plan up until December 31, prior to the start of the fishing
34 year for which this Agreement is valid.

35 3.03.5. Each Member acknowledges and agrees that 50 CFR Part 648.87 requires that each of its
36 Permits and the related Participating Vessels must remain in the Sector for the entire fishing year
37 in which such Permits and/or Participating Vessels are enrolled in the Sector, and that each

1 Member's Participating Vessels may not fish outside the Sector under a multispecies DAS
2 program during any fishing year in which its Permits and/or Participating Vessels are enrolled in
3 the Sector. Notwithstanding anything to the contrary in this Section, a Member may make an
4 approved transfer of an enrolled Permit or Participating Vessel pursuant to Section 3.02.2.

5 3.03.6. Each Member further agrees that if its Permit leaves the Sector for any reason during the
6 Commitment Period, (i) such Member shall be subject to the penalty or penalties described on the
7 Schedule of Penalties (as hereinafter defined) and (ii) such Member, its Permit and the related
8 Participating Vessel shall be ineligible to participate in the Sector for a period of five (5) years
9 following the date of such departure from the Sector.

10
11 3.03.7. In addition to the penalties described above, each Member further agrees that if the
12 Member, its Permits and Participating Vessels leave the Sector without the prior written approval
13 of the Sector Manager or the Board, or is expelled by the Board under Article VIII, the departing
14 Member's allocation under this Agreement must remain with the Sector, as part of the Sector's
15 ACE. In that event, the Board shall establish the compensation for the unused portion of the
16 departing Member's allocation as provided in Section 5.01.9.

17 **Section 3.04 Permit Transfers**

18 3.04.1. As long as a Member is a party to this Agreement, the Member shall not lease annual
19 catch entitlement, (ACE) or Days At Sea (DAS) or otherwise transfer the use rights in the
20 Member's Permit to an entity outside of the Sector unless a majority of the Sector Board
21 Members and the Sector Manager provide written consent prior to the effective date of the lease
22 or transfer.

23 3.04.2. Any ACE lease by the Maine Center for Coastal Fisheries permit bank to an entity outside
24 of the Sector is exempt from the Board approval requirement, and simply requires the approval of
25 that member and the Sector Manager.

26 3.04.3. As long as a Member is a party to this Agreement, the Member shall not sell, or otherwise
27 transfer the ownership in the Member's Permit unless (i) all Sector Members and the Sector
28 Manager provide written consent to transfer prior to the effective date of the transfer; and (ii) the
29 transferee agrees in writing to be bound by this Agreement for the remainder of the fishing year in
30 which such sale or transfer is to occur.

31 3.04.4. The Sector Members, in their sole discretion, may decide to approve a Permit transfer.

32 **Section 3.05 Right of First Refusal (Administrative only)**

33 3.05.1. The Members of the Northeast Coastal Communities Sector shall have a right of first
34 refusal in the event of a Member's (Transferring Member) sale, lease, or other transfer, in whole
35 or part, of a Permit ("Transfer"), to any party who is not a Member of the Sector ("Non-Member
36 Transferee").

37 3.05.2. A Transferring Member must provide notice and opportunity to the Sector Members, in
38 order to purchase, lease, or otherwise acquire the Permit as provided in this section. All notices to
39 the Members and the Sector Board of Directors under this Section shall be delivered in care of the
40 Sector Manager. All communications sent by the Members to the Transferring Member shall be
41 copied to the Sector Board.

42 3.05.3. After receipt of a good faith, bona fide written offer ("Bona Fide Offer"), and prior to any
43 Permit Transfer, a Transferring Member shall provide written Notice of First Refusal Right to the
44 Sector Board of Directors and the Members.

1 3.05.4. The Sector Board of Directors shall reply in writing to the Transferring Member within 10
2 business days (“Election Period”) of receipt of the Transferring Member’s written Notice of First
3 Refusal.

4 3.05.5. The Member may exercise its right to acquire the Permit by delivering a written notice
5 (“Election Notice”) to the Transferring Member within the Election Period. The Election Notice
6 must offer terms identical to the written offer by the Non-Member Transferee, or alternative terms
7 acceptable to the Transferring Member.

8 3.05.6. In the event that the Member delivers an Election Notice, then the Transferring Member
9 shall schedule a closing with payment for, and delivery of, the Permit or Permit lease, no later
10 than 90 calendar days following the date of delivery of the Notice of First Refusal Right to the
11 Sector.

12 3.05.7. The Transferring Member agrees to enter into an agreement with the Member containing
13 all customary and reasonable representations, warranties, covenants, and indemnities by the
14 Transferring Member for the benefit of the Member.

15
16 3.05.8. In the event that the Sector elects not to exercise its Right of First Refusal, then the
17 Transferring Member is free to Transfer the Permit within ninety days to the proposed Non-
18 Member Transferee identified in the First Refusal Notice provided that the Transfer is in on the
19 same terms and conditions identified in the Notice of First Refusal to the Sector. If the Transfer is
20 not completed within ninety days, or if the Transfer is on different terms and conditions than those
21 outlined in the Notice of First Refusal Right, the Transferring Member may not transfer the
22 Permit without again complying with all terms and conditions of this Section.

23 **Section 3.06 Membership Financial Obligations (Administrative only)**

24
25 3.06.1. Consistent with the Sector bylaws, the Sector may, to the extent necessary for the
26 payment of all capital and operating costs and expenses associated with the establishment,
27 administration and management of the Sector, require payments by the Members of (i) application
28 fees; (ii) enrollment fees; (iii) annual membership dues; and (iv) supplemental or special fee
29 assessments.

30
31 **ARTICLE IV – Administration**

32 **Section 4.01 Sector Manager (Administrative only)**

33 The Board of Directors (the "Board") of the Sector shall appoint a manager of the Sector (the
34 "Manager"), who shall report to the Board. For the purposes of National Marine Fisheries Service
35 (NMFS) service of process, the Northeast Coastal Communities Sector lists Patrick Shepard as
36 the Sector representative and contact person. Jason Joyce, the Sector’s President may also act on
37 the Sector’s behalf.

Name	Position	Phone	Email
Patrick Shepard	Manager		
Jason Joyce	President		

38

39 **Section 4.02 Manager Responsibilities and Authority**

- 1 4.02.1. The Manager shall be responsible for management of the day-to-day business of the
2 Sector and to act as its designated agent for service of process. As stated above in Section 4.01,
3 Patrick Shepard is currently the contact person for the Sector.
- 4 4.02.2. The Manager shall have the authority to take all actions as may be necessary to ensure
5 compliance by the Members, their Permits, and their Participating Vessels, with this Agreement
6 and Harvest Plans, as well as applicable laws and rules for Sector governance, including, but not
7 limited to:
- 8 a. calculate and inform each vessel owner of their annual allocation of the Sector's ACE
9 for each stock for the year;
 - 10 b. oversee compliance with the Sector Operations and Harvest Plans, including
11 administration of all required monitoring programs, including, but not limited to,
12 monitoring of catch and discards by stock and location for each vessel in the Sector
13 relative to the ACE for each groundfish fishery stock to the Sector;
 - 14 c. maintain current calculations of individual Member and aggregate Sector landings and
15 discards of all multispecies stocks relative to the Sector's ACE and report those
16 calculations to NMFS weekly, or more frequently as required under special Harvest Plans;
 - 17 d. serve as the official liaison between the Sector and NMFS, and maintain effective and
18 regular communications with NMFS and Sector Members regarding Sector and individual
19 Member progress towards full harvest of their respective allocations for each species. The
20 Manager shall also prepare an annual Sector report to NMFS consistent with any
21 applicable NMFS requirements;
 - 22 e. develop special Harvest Plans as anticipated by the Operations Plan or as directed by
23 the Board of NMFS in order to ensure compliance with allocation limits by the Sector and
24 its Members;
 - 25 f. conduct and track all trading, buying and selling of allocations among Sector Members
26 and any ACEs between Sectors;
 - 27 g. trade, buy, or sell ACEs in whole or part, with approval from the Board;
 - 28 h. report to all Members on the decision to distribute any reserve that has been set aside
29 under the Operations Plan;
 - 30 i. issue a *stop fishing order* which shall apply to all Members if there are reasonable
31 grounds to determine that the Sector may have exceeded, or is in imminent danger of
32 exceeding, the Sector's ACE for a stock;
 - 33 j. issue a *stop fishing order* to any individual Sector Member if there are reasonable
34 grounds to determine that the Member has caused, or is in imminent danger of causing, the
35 Sector to violate its obligations under this Sector Agreement or any Harvest Plan, or that
36 the Member has violated this Agreement;
 - 37 k. seek any judicial remedy, including, but not limited to a temporary restraining order, a
38 preliminary injunction, or any other equitable remedy, against any Member in order to
39 enforce the terms of this Agreement or a Harvest Plan. This authority shall apply
40 regardless of whether the violating Member is seeking reconsideration of the Sector
41 Manager's enforcement decision under this Agreement;

1 l. act as designated agent for service of process;

2 m. in addition to issuing a stop fishing order upon reaching an ACE limit as stated in letter
3 "i" above, lease additional ACE from outside the Sector as needed to cover overages, and/
4 or to enable the Sector to continue fishing; and

5 n. any other duties delegated by the Board of Directors.

6 **Section 4.03 Infractions Committee**

7 4.03.1. The Board shall appoint an Infractions Committee of at least three Board members (the
8 "Infractions Committee") as provided in the Sector Bylaws.

9 4.03.2. The Infractions Committee shall ensure the fair, consistent and appropriate enforcement
10 of this Agreement, any other adopted under the terms of this Agreement or the Sector's Bylaws, or
11 any other Sector requirements.

12 4.03.3. The Infractions Committee shall have the authority, on its own initiative or at the request
13 of the Board, the Manager, or a Member, to open an investigation or undertake enforcement
14 measures against any Member in order to address violations of the Agreement, any Harvest Plan
15 adopted under the terms of this Agreement or the Sector's Bylaws, or any other Sector
16 requirements, as well as non-payment of any financial dues or assessments by Members
17 consistent with the provisions of Article VII "Enforcement."

18 4.03.4. The Infractions Committee shall adhere to the procedures set forth in Article VII
19 "Enforcement."

20 4.03.5. The Infractions Committee may request that the Manager undertake any additional
21 monitoring or investigations and recommend any appropriate sanctions in order to assist the
22 Infractions Committee in its work.

23 4.03.6. The Infractions Committee shall prepare and recommend for the Board's approval a
24 schedule of penalties, which shall be similar in form to Exhibit A hereto (the "Penalty Schedule"),
25 for any unauthorized or unlawful fishing activities under applicable laws or rules, or for any
26 violations of this Agreement, a Harvest Plan, or other Sector requirements as may be adopted
27 under the terms of this Agreement or the Sector's Bylaws. These recommended provisions shall
28 be submitted to the Board for its consideration during adoption of a Penalty Schedule in a
29 membership and operations plan for the next fishing year.

30
31 **Section 4.04 Member Violation Reporting Responsibility**

32 Members are responsible for reporting any suspected violations of this Agreement, a Harvest
33 Plan, or other Sector requirements by another Member to the Infractions Committee.

34 **ARTICLE V – Allocation**

35
36 **Section 5.01 Annual Distributions and Transfers**

37 5.01.1. Each Member hereby acknowledges and agrees that the portion of the Total Allowable
38 Catch ("TAC") allocated by NMFS to the Sector (the "Annual Catch Entitlement" or "ACE")
39 shall be harvested in accordance with the Harvest Plan which is set forth as Exhibit B hereto, or as
40 subsequently adopted or amended by the Board or Sector Manager in order to comply with
41 applicable Sector laws and rules.

1 5.01.2. Each Member agrees to cause its Participating Vessels to, exercise all commercially
2 reasonable efforts to (i) assist in harvesting the regulated species in an amount equal to, but not
3 greater than, the ACE, consistent with the applicable Harvest Plan, and (ii) to comply with all of
4 the other Sector requirements set forth in this Agreement.

5 5.01.3. The initial Harvest Plan allocates a portion of the Sector's ACE to each Member in an
6 amount equal to the Member's Potential Sector Contribution minus a reserve of up to ten percent,
7 established by the Board consistent with the provisions of this Article.

8 5.01.4. If the Sector ACE is adjusted upward or downward after the commencement of the
9 fishing year, the Board shall have the authority to revise the Harvest Plan and to recalculate the
10 Member allocations to reflect the adjustment and to assure compliance with the Sector ACE and
11 Member allocations.

12 5.01.5. If the Board determines that the ACE may not be fully harvested during the fishing year,
13 the Board may, subject to the Reserve Provisions of this Article, revise the Harvest Plan,
14 recalculate the Member allocations, and lease the unutilized ACE consistent with applicable
15 NMFS laws and rules, in order to ensure that the ACE is fully harvested.

16 5.01.6. Members may arrange transfer of their allocations to another Sector Member at any time
17 during the year, with the prior approval of the Sector Manager.

18 5.01.7. The Sector Manager, with approval of the Board, may arrange for transfer of ACE
19 between or among Sectors at any time during the year. The Sector Manager, at the request of a
20 Sector Member and with the Board's approval, may arrange for transfer of any Member's unused
21 allocation to another Sector Member or another Sector at any time during the year.

22 5.01.8. The Sector will cooperate with the Permit Bank operated by the Maine Center for Coastal
23 Fisheries in order to obtain additional ACE to benefit the Sector, but the Maine Center for Coastal
24 Fisheries reserves the right to direct the ACE to Members selected by the Center, at the Center's
25 sole discretion.

26 5.01.9. In the event of a Member non-approved withdrawal during the Commitment Period under
27 Section 3.03.6, or the expulsion of a Member by the Board under Section 8.03.6, the Board, in its
28 sole discretion, shall establish a fair compensation for the Member's unused allocation of the
29 Sector ACE, taking into account the following factors: (i) the ability of the Sector's Members to
30 use the allocation; (ii) the ability to trade the allocation within the Sector or with other Sectors;
31 (iii) any other third party arm's-length transaction price for transfer of the same stock allocations;
32 and/or (iv) the price actually obtained by Sector Members for fish landed using the re-allocation
33 of the departing Member. Prior to payment of the Board-established compensation to the
34 departing or expelled Member, the Board may set-off from the amount of the compensation all
35 administrative costs incurred by the Sector or its Members in negotiating and closing the transfer
36 transaction, or in defense of any litigation pertaining to the departing Member's withdrawal or
37 expulsion, or the underlying cause of withdrawal or expulsion. The Sector shall not be obligated
38 to reimburse the departing or expelled Member if the Sector or its Members do not utilize, or do
39 not realize a profit from, the unused allocation of the departing or expelled Member.

40 **Section 5.02 Reserve (Administrative only)**

42 5.02.1. Each Member agrees that the Board may, in its sole discretion, establish a reserve for one
43 or more species under the Sector ACE in order to ensure that the Sector remains in compliance
44 with its ACE limit for that species; provided, however, that such reserve shall not exceed ten
45 percent of the ACE for that species.

1 5.02.2. The amount of the reserve shall be deducted from the ACE before such ACE is allocated
2 among the Members, their Permits and their Participating Vessels through the Harvest Plan.

3 5.02.3. When the Sector as a whole approaches or reaches 90% of any of the Sector's ACEs, the
4 Sector Manager shall notify all Members and NMFS of the harvest status. The Sector Manager
5 shall require all Members who are actively fishing to report on catch daily in order to ensure that
6 the Sector ACE is not exceeded and shall report daily to NMFS on the harvest status.

7 **Section 5.03 Distribution of Reserve (Administrative only)**

8 5.03.1. If the Board, subsequent to the establishment of a reserve pursuant to Section 5.02 hereof,
9 determines that the ACE, as adjusted pursuant to Section 5.02, will be fully harvested by the
10 Participating Vessels, the Board shall release and authorize the harvesting of the reserve by the
11 Members, their Permits and their Participating Vessels.

12 5.03.2. The Board may direct the Sector Manager to pursue the purchase of additional ACE
13 where appropriate to assist in reserve distribution adjustments.

14 5.03.3. The Board may direct the Sector Manager to institute more restrictive monitoring and
15 reporting by Members, or otherwise amend the Harvest Plan, in order to ensure that the Sector
16 ACE is not exceeded. Amendments to the Operations Plan will not be valid without approval
17 from the National Marine Fisheries Service.

18 5.03.4. The Sector Manager shall notify NMFS of any reserve release to Members within 48
19 hours of such release.

20 **Section 5.04 Fishing History in Sector**

21 5.04.1. The Members agree that any fishing history that is accumulated or established by a
22 Member's Permit while it is participating in the Sector, shall be attributed to such Member's
23 Permit, and not to any other permits.

24 5.04.2. If a Member Transfers the Permit to a Member Transferee, the Permit's catch history for
25 the allocation period of 1996-2006 shall transfer with the Permit to the new owner.

26 5.04.3. Notwithstanding the provisions of Section 5.04.1, it is the intent of the Members that any
27 future allocations of species covered by the Sector ACE under the Plan shall be based upon the
28 Multispecies Groundfish Sector catch history of the Member's Permits accumulated between
29 1996 and 2006.

30 **Section 5.05 Sector Participation Impact on Fishing History**

31 The Members agree that it is their intent that a Member's Permit fishing history (including fishing
32 history from areas or species not covered by the Sector, or DAS allocations), as reported to
33 NMFS prior to joining the Sector, will not be diminished or penalized as a result of a Member's
34 participation in the Sector instead of participation in the common pool under the Plan.

35
36

1 **ARTICLE VI – Catch Monitoring and Verification, Certain Other Membership**
2 **Requirements**

3 **Section 6.01 Participating Vessel Catch Reports**

4 6.01.1. To enable each Member and the Sector to monitor the Members’ compliance with this
5 Agreement, each Member agrees to report each of its Participating Vessels’ entire catch on a
6 landing-by-landing basis, by providing the Sector Manager with a signed electronic copy of the
7 official Vessel Trip Report (“VTR”) or other reporting document authority by NMFS at least
8 within 12 hours of offloading fish, or even sooner if required by a Harvesting Plan adopted by the
9 Sector. The Members shall use the reporting form approved by the Sector Manager.

10 6.01.2. The Sector Manager shall maintain copies of all submitted forms.

11 6.01.3. The Sector Manager shall provide Members with periodic updates on the status of the
12 Sector’s progress toward full harvest of its ACE and on the individual Member’s status toward
13 full harvest of the Member’s allocation, as directed by the Board, or upon request of a Member.

14 6.01.4. The Sector Manager shall provide copies to NMFS of the VTR, or other reporting
15 documents required by NMFS, each Thursday, together with the Sector’s ACE catch status
16 (“Aggregate Reports”).

17 6.01.5. The reporting frequency for the sector manager’s ACE Status Report will be increased to
18 daily when 90% of any of the sector’s ACEs is reached. The Sector Manager, or a designated
19 representative, must notify NOAA Fisheries immediately by email if the threshold that triggers
20 daily reporting has been reached. During the period when a sector has reached or exceeded 90%
21 of any of its ACEs, a daily ACE Status Report must be submitted only on a day when a member
22 vessel lands, or when the sector engages in an ACE transfer of a stock that is exceeding the 90%
23 threshold.

24 An alternative threshold for triggering daily reporting may be implemented if agreed upon by the
25 sector and NOAA Fisheries.

26 **Section 6.02 Dealer Sales and Reporting**

27 6.02.1. Each Member agrees to sell the catch of its Participating Vessels only to a federally
28 registered dealer.

29 6.02.2. Each Member agrees to sell the catch of its Participating Vessels only in the specific ports
30 listed in the Exhibit F – Annual Catch Entitlement Monitoring Plan, subject to the specific
31 exceptions noted for safety and weather in Exhibit E – Dockside Monitoring Plan.

32 6.02.3. Each Member shall require the dealer to provide the Sector Manager with a copy of the
33 official dealer weigh out slip or other official reporting document required by NMFS on Tuesday
34 of each week.

35 6.02.4. Each Member acknowledges that it is the Member’s responsibility to ensure timely dealer
36 reporting in accordance with this Agreement, and any failure of the dealer to timely deliver the
37 reports for a Member’s Participating Vessel shall be deemed a breach of this Agreement by such
38 Member.

39
40 **Section 6.03 Catch Verification**

41 6.03.1. The Sector Manager, on a continuing and frequent basis, shall compare and verify catch

1 from a Member's Participating Vessel VTR with the dealer weigh out slips or other required
2 reporting documents for every trip. The Sector Manager may also refer to other information
3 sources, such as hail reports in verifying Member catch data. Where the Sector Manager
4 determines that there is conflicting information among these reports, the Manager shall rely upon
5 the dealer reports as the most reliable source of landings data.

6 6.03.2. If Sector Manager identifies a discrepancy, he shall contact the Member and attempt to
7 resolve the discrepancy as soon as possible.

8 6.03.3. If Sector Manager is unable to resolve the discrepancy, he shall notify the Infractions
9 Committee and take any appropriate action for resolution of the discrepancy.

10 6.03.4. Members must cooperate fully with Sector Manager requests for information to resolve
11 the discrepancy. Each Member agrees to cooperate fully with any requests for information or data
12 that are made by the Sector Manager or the Infractions Committee in an effort to resolve such
13 discrepancy.

14 6.03.5. The Manager shall provide NMFS on a quarterly basis a report on any discrepancies and
15 any corrective actions that were taken to verify and reconcile the discrepancy.

16 **Section 6.04 Catch Monitoring**

17 All Participating Vessels shall hail "trip end" to NMFS and the Sector Manager.

18 **Section 6.05 Landing Port Exceptions**

19 Participating Vessels may land at ports not listed in Exhibit F– Annual Catch Entitlement
20 Monitoring Plan, on a temporary, case-by-case basis, subject to prior approval of Sector Manager.

21 **Section 6.06 Observed Offloading**

22 All Members and Participating Vessels shall cooperate fully with all requirements of the Exhibit
23 E – Dockside Monitoring Plan.

24 **Section 6.07 Advanced Notice of Offloading**

25 If required for effective monitoring, the Sector Manager may timely request that all Sector
26 Members and Participating Vessels notify the Sector Manager prior to offloading fish, and
27 establish a minimum advance notice time period, as specified in Exhibit E – Dockside Monitoring
28 Plan.

29 **Section 6.08 Proof of Sector Membership**

30 Upon approval, each sector vessel will be issued a Letter of Authorization (LOA) specifying the
31 exemptions granted. Vessels must comply with all requirements stipulated in the LOA and all
32 applicable Federal regulations and laws not specifically exempted in the LOA.

33 The Sector Members shall carry on board at all times the NMFS letter of authorization verifying
34 Member participation in the Sector.

35 **Section 6.09 Gear and Area Restrictions**

36 The Members acknowledge and agree that in order to ensure compliance with the Sector's ACE,
37 the Board may amend the initial Harvest Plan during the fishing season in order to establish gear
38 and/or geographic area restrictions for Member harvest activities. The gear and area restrictions

1 may be designed to minimize the harvest of certain targeted species.

2 **Section 6.10 Operators**

3 6.10.1. Member agrees to ensure that any operator of the Member's Participating Vessels fully
4 comply with the obligations and restrictions set forth in this Agreement.

5 6.10.2. Member agrees that the Member is responsible for the actions of Participating Vessel
6 operators that result in a violation of this Agreement.

7 **ARTICLE VII – Enforcement**

8 **Section 7.01 Agreement Enforcement**

9 7.01.1. The Member agrees that Sector may enforce this Agreement.

10 7.01.2. The Members agree that a Member may seek enforcement of this Agreement by bringing
11 any violation or breach of the Agreement or any Harvest Plan to the attention of the Sector
12 Manager, the Infractions Committee, or the Board.

13 7.01.3. Each Member shall cooperate in all actions and execution of documents to give effect to
14 enforcement procedures of this Agreement.

15 **Section 7.02 Procedures for Investigations and Enforcement Actions**

16 7.02.1. Upon discovery of a potential Member violation, or receipt of a violation report, the
17 Sector Manager may contact the suspected offender to determine if a violation did occur, or may
18 undertake additional investigation to determine whether the suspected violation did occur.

19 7.02.2. The Sector Manager shall hold a hearing to provide an opportunity for the suspected
20 offender to submit evidence or explanations concerning the alleged violation and to offer
21 reparations as appropriate. However, this hearing shall not delay a stop fishing order, or any
22 temporary restraining order, injunction, or other equitable relief by the Sector, its Manager or
23 Members designed to ensure compliance with this Agreement, the Operations Plan, or Other
24 Sector Requirements.

25 7.02.3. The Sector Manager shall issue a written decision explaining the basis of the Manager's
26 enforcement decision.

27 7.02.4. An aggrieved Member may file an appeal of the Sector Manager enforcement decision
28 within seven days of the written decision by delivering a written statement of the appeal and its
29 basis. The Member must supply all written documents it plans to rely upon in its appeal to the
30 Infractions Committee.

31 7.02.5. The Infractions Committee shall hold a hearing within seven days of an appeal to consider
32 any appeal to the Infractions Committee, and shall issue a written decision explaining the
33 rationale for its decision. The Infractions Committee may affirm, overrule, or modify the Sector
34 Manager decision.

35 7.02.6. If, upon the conclusion of such investigation and hearing, the Infractions Committee
36 determines by an affirmative vote of a majority (51%) of its members that a violation of this
37 Agreement, the Harvesting Plan, or other Sector requirements has occurred, the Infractions

1 Committee may, in addition to the imposition of any penalties prescribed in the Schedule of
2 Penalties, invoke sanctions, ranging from letters of warning to reductions in allocation to the
3 Member, its Permits and its Participating Vessels by the Sector, or issue stop fishing orders. The
4 Infractions Committee shall exercise all reasonable efforts to ensure that penalties and settlements
5 are commensurate with the nature and extent of the violation, are designed to further the purposes
6 of the Plan and are uniform with those reached in similar circumstances.

7 7.02.7. A violating Member shall have five business days following the date of the Infraction
8 Committee's decision to request reconsideration of the enforcement decision and/or to propose an
9 alternative form of penalty. The Infractions Committee may review the request, and revise its
10 original decision consistent with the requirements of this Article.

11 7.02.8. The Infractions Committee may instruct the Sector Manager to undertake any needed
12 judicial or other proceedings in order to enforce an Infractions Committee decision.

13 7.02.9. In extreme cases of non-compliance, or in cases of nonpayment of Member fees, the
14 Infractions Committee may recommend the expulsion of a Member to the Board, after notice to
15 the Member and opportunity for a hearing before the Infractions Committee. The Article VIII
16 procedures for expulsion shall control this proceeding.

17 **Section 7.03 Sector Member Liability for NMFS Enforcement**

18 7.03.1. The Members acknowledge that Amendment 16 of the Plan requires that Members are
19 jointly and severally liable in three situations for a NMFS enforcement action against the Sector
20 for violations of the following Sector operations plan requirements: (i) ACE overages; (ii)
21 discarding of legal-sized fish; and (iii) misreporting of catch (landings or discards).

22 7.03.2. The Members agree to be jointly and severally liable to NMFS in three situations for a
23 NMFS enforcement action against the Sector for violations of the following Sector operations
24 plan requirements: (i) ACE overages; (ii) discarding of legal-sized fish; and (iii) misreporting of
25 catch (landings or discards).

26 7.03.3. The Sector Member or Members who are responsible for the actions giving rise to the
27 NMFS enforcement action shall indemnify and hold harmless the Sector and other non-
28 responsible Sector Members as provided in Section 7.08.

29 **Section 7.04 Injunctive Relief**

30 7.04.1 The Members acknowledges that violation of this Agreement or Harvest Plan by one of
31 more Members or Participating Vessels that causes Sector to exceed its ACE or otherwise to
32 violate NMFS laws and rules applicable to Sectors could subject the Sector and its Members to
33 joint and several liability to NMFS for certain violations determined by Amendment 16 to the
34 Plan.

35 7.04.2. The Members acknowledge that Sector monetary resources could be insufficient to meet
36 penalties assessed.

37 7.04.3. The Members acknowledge and agree that each of them will comply with any stop fishing
38 order issued by the Sector Manager or the Board, even if the Member has not yet utilized its
39 individual allocation from the Sector.

40 7.04.4. The Members agree that if a Member or its Participating Vessels fail to comply with such

1 stop fishing order, the Sector Manager and the Sector shall have the authority to obtain a
2 temporary restraining order, injunction, or other equitable relief against the non-compliant
3 Member to give effect to such stop fishing order.

4 7.04.5. The Members and the Sector shall have the right to have any provision of this Agreement
5 specifically enforced, through temporary restraining order, injunction, or other form of equitable
6 relief, subject to the alternative dispute provision requirements of this Article.

7 **Section 7.05 Penalties and Attorney’s Fees**

8 7.05.1. The Penalty Schedule for the fishing season is established in Exhibit A.

9 7.05.2. To extent the Penalty Schedule applies, the Sector and its Members waive any claims to
10 actual, direct, or indirect damages, and instead agree that payment of the penalty amounts set forth
11 on the Schedule of Penalties and costs of enforcement shall be their sole remedy for breaches of
12 this Agreement, except that each non-violating Member retains the right to seek indemnification
13 against the Sector or its Members for any damages incurred by that non-violating Member due to
14 its joint and several liability under this Agreement.

15 7.05.3. Any penalties imposed by this Agreement shall be in addition to, and not instead of, any
16 other potential federal or state penalties imposed upon that Member.

17 7.05.4. In connection with any judicial proceeding related to this Agreement, the non-prevailing
18 party shall pay the prevailing party’s reasonable attorneys fees and costs of litigation associated
19 with the proceeding.
20

21 **Section 7.06 Application of Fines, Penalties and Damages (Administrative only)**

22 The Sector shall apply all penalties, costs and damages collected under this Agreement to
23 defraying the costs of enforcement, or to the costs of defense of the Sector or non-violating Sector
24 Members against a NMFS enforcement action or related indemnification action, and then to costs
25 of Sector administration, operations and maintenance, and finally to a capital reserve fund

26 **Section 7.07 Alternative Dispute Procedures (Administrative only)**

27 7.07.1. With the exception of an action for injunctive relieve by the Sector, its Managers, or the
28 Board to enforce a stop fishing order or otherwise protect the Sector from violation of the Sector’s
29 ACE or other applicable Sector laws and rules, or of a Board order to expel a Member under
30 Article VIII, neither the Sector nor its Members may commence judicial proceedings to enforce
31 the terms of this Agreement without first completing Alternative Dispute Resolution proceedings
32 in order to resolve the dispute.
33

34 7.07.2. The Board may select an independent mediator to mediate the dispute within fifteen days
35 of appointment, or the parties may agree upon a mutually agreeable alternative.
36

37 **Section 7.08 Indemnification (Administrative only)**

38 7.08.1. Each Member who violates this Agreement (Indemnitor) agrees to indemnify, defend, and
39 hold harmless the Sector and other Sector Members (Indemnitee) with regard to their losses
40 arising from third party claims or governmental proceedings brought against or involving the
41 Indemnitee, which is based on or relates to such Indemnitor’s violation of this Agreement,

1 Harvest Plan or other Sector law or rule.

2 7.08.2. Indemnification obligations of Indemnitor to the Sector or other Sector Members are
3 several and not joint and several.

4 7.08.3. “Losses” for the purposes of this Article shall mean all claims, liabilities, obligations,
5 judgments penalties, expenses fees costs, or amounts paid in settlements, in connection with
6 investigating, defending or settling claims.

7 7.08.4. The indemnification obligations under this Article survive any expulsion of a Member
8 pursuant to Article 8.

9

10 **ARTICLE VIII – Expulsion of Members**

11

12 **Section 8.01 Cause**

13 8.01. The Members agree that a Member and its Permit(s), and Participating Vessel(s) may be
14 expelled from the Sector if: (i) the actions of a Member or its Participating Vessel seriously
15 undermine and threaten the existence of the Sector; (ii) the actions of such Member and/or its
16 Participating Vessel (or operators of participating Vessel) have exposed other Members of the
17 Sector to monetary penalties or Losses; (iii) Such Member has been convicted of a serious crime;
18 (iv) Such Member has not paid all its financial obligations to the Sector under this Agreement; or
19 (v) a Member violates a Sector Manager’s stop fishing order.

20

21 **Section 8.02 Procedure**

22 8.02.1. A Member may submit a written request to the Infractions Committee or to the Board for
23 expulsion of a Member, its Permit, or a Participating Vessel from the Sector, including any
24 supporting factual basis for request, with relevant documentation (“Expulsion Request”). The
25 Infractions Committee also may undertake an expulsion proceeding on its own initiative or at the
26 Board’s request.

27 8.02.2. The Infractions Committee shall conduct an investigation and hearing, consistent with the
28 procedures set forth in Article VII “Enforcement,” and shall prepare a written recommendation
29 for the Board’s consideration, with a rationale for the recommendation within ten days of the
30 receipt of an Expulsion Request.

31 8.03.3. The Board shall meet within ten days of the Infraction Committee’s recommendation to
32 discuss and vote whether to approve the Infractions Committee written recommendation. The
33 Board may consider any written submittal or oral testimony of the Member who is the subject of
34 the recommendation, as well as any written or oral testimony offered by Members on the issue at
35 its meeting. The Board shall issue a written decision to explain its rationale for the decision.

36 8.02.4. An affirmative vote of seventy-five percent of all Board members is required for a
37 decision to expel a Member, its Permits, or a Participating Vessel.

38 8.02.5. A Board decision to expel a Member is effective immediately upon the affected
39 Member’s receipt of notice of the Board’s decision.

40 8.02.6. As required by 50 CFR Part 648.87, or any successor provision, a Member, its Permits, or
41 Participating Vessels expelled during a fishing year may not fish outside of the Sector under a

1 multispecies DAS program during the remainder of such fishing year. The Sector shall retain the
2 expelled Member's allocation share of the Sector's ACE and may redistribute that allocation
3 among its Members. The Sector may compensate the expelled Member for use of the unused
4 allocation consistent with the provisions of Section 3.03.7.

5
6 8.02.7. The Sector Manager shall notify NMFS immediately of any Member expulsion decision
7 by phone followed by certified mail."

8 9 **ARTICLE IX – Term/Termination**

10 11 **Section 9.01 Term**

12 The effective date of this Agreement shall be the date of the Regional Administrator's approval
13 of this Agreement under 50 CFR Part 648.87 and the Agreement shall remain effective until the
14 termination date on the last day of the 2017 fishing year in April 2018 (the "Term").

15 16 **Section 9.02 Extension**

17 The Term of this Agreement may be extended by the written consent of the Members. Such
18 written consent to extend the Term of this Agreement shall be delivered at least 20 calendar days
19 in advance of the date by which the Sector's Operations Plan and Agreement for the upcoming
20 fishing year must be submitted to NMFS.

21 22 **ARTICLE X – Miscellaneous**

23 24 **Section 10.01 Entire Agreement**

25 This Agreement and its Exhibits, as well as any other document incorporated by reference,
26 constitutes the entire agreement among the parties and supersedes any prior understandings,
27 agreements, or representations by or among the parties, written or oral, to the extent they related
28 in any way to the subject matter hereof.

29 30 **Section 10.02 Succession and Assignment**

31 This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of
32 the parties and their respective successors and permitted assigns, but neither this Agreement nor
33 any of the rights, interests or obligations hereunder shall be assigned by any party, including by
34 operation of law, without the prior written consent of the Sector Manager, such consent not to be
35 reasonably withheld or delayed, nor is this Agreement intended to confer upon any person except
36 the parties hereto any rights, interests, benefits, obligations or remedies hereunder. Any
37 assignment in contravention of this Agreement shall be null and void.

38 39 **Section 10.03 Counterparts**

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

42 43 **Section 10.04 Notices**

44 All notices, requests, demands, consents, claims and other communications hereunder shall be

1 deemed duly given (i) immediately upon hand delivery; (ii) one business day following the date
2 sent when sent by overnight delivery, (iii) five business days following the date mailed when
3 mailed by registered or certified mail return receipt requested and postage prepaid, and (iv) upon
4 delivery confirmation when sent by facsimile, at the contact information provided by each such
5 Member to, and maintained by, the Manager.

6
7 **Section 10.05 Governing Law**

8 This Agreement shall be governed by and construed in accordance with federal fisheries laws and,
9 to the extent that federal fisheries laws do not apply, with the domestic laws of the State of Maine
10 without giving effect to any choice of law provision or rules (whether of Maine or any other
11 jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of
12 Maine.

13
14 **Section 10.06 Change in Law**

15 If and to the extent that any laws or regulations that govern any aspect of this Agreement shall
16 change, so as to make any aspect to this Agreement unenforceable, then the parties agree to make
17 such modifications to this Agreement as may be reasonably necessary for this Agreement to
18 accommodate any such legal or regulatory changes, without materially changing the overall
19 benefits or consideration expected hereunder by the parties.

20
21 **Section 10.07 Consent to Jurisdiction and Venue**

22 Subject to and without limiting the alternative dispute resolution procedures set forth in Article 7,
23 each of the Members consent to the exclusive jurisdiction and venue of the federal district court in
24 Portland, Maine or, if said court does not have jurisdiction, in such courts in the State of Maine
25 that do have jurisdiction, for adjudication of any suit, claim, action or other proceeding at law or
26 in equity relating to this Agreement. Each of the Members accepts, generally and
27 unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any
28 objection as to venue, and any defense of *forum non conveniens*.

29
30 **Section 10.08 Amendments and Waivers (Administrative only)**

31 No amendment of this Agreement shall be valid unless the same shall be in writing and signed by
32 each of the Members and approved by NMFS.

33
34 **Section 10.09 Severability (Administrative only)**

35 Any term or provision of this Agreement that is held invalid or unenforceable in any situation shall
36 not affect the validity or enforceability of the remaining terms and provisions hereof or the validity
37 or enforceability of the offending term or provision in any other situation.

38
39 **Section 10.10 Expenses (Administrative only)**

40 Except as otherwise provided herein, each of the Members shall bear its own costs and expenses
41 (including legal and accounting fees and expenses) incurred in connection with this Agreement.

42
43 **Section 10.11 Incorporation of Exhibits and Other Documents**

44 The Exhibits identified in this Agreement are incorporated herein by reference and made a part

1 hereof.
2
3
4
5
6
7
8
9
10
11

[SIGNATURE PAGES ARE ATTACHED TO THIS DOCUMENT]

1 **EXHIBITS**

2 **TABLE OF CONTENTS**

3

- 4 a. Exhibit A - Penalty Schedule
- 5 b. Exhibit B – Harvest Plan
- 6 c. Exhibit C – Sector Administration
- 7 d. Exhibit D – At Sea Monitoring Plan
- 8 e. Exhibit E – Dockside Monitoring Plan
- 9 f. Exhibit F – Annual Catch Entitlement Monitoring Plan
- 10 g. Exhibit G – List of Sector Member Federal Permits
- 11 h. Exhibit H – List of Sector Member State Permits
- 12 i. Exhibit I – Monitoring Service Provider Information
- 13 j. Exhibit J – Records Access Authorization
- 14 k. Exhibit K – Sector Roster and Points of Contact
- 15 l. Exhibit L – Signature Pages

16
17
18
19

1 **EXHIBIT A: PENALTY SCHEDULE**

PENALTY SCHEDULE			
VIOLATION	FIRST	SECOND	THIRD
VIOLATIONS REGARDING APPLICATIONS, REPORTING, DOCUMENTATION, AND CERTAIN OPERATIONS PLAN REQUIREMENTS			
All Violations including but not limited to: providing false statements or supporting documentation on applications or reports to the Sector; late or non-reporting; failure to comply with a permit condition/restriction/ letter of authorization or exemption issued by the Sector; providing false statements or failing to comply with VMS/DAS requirements; and for violations of the Operations Plan not otherwise covered under this schedule.	Up to \$500 (and/or stop fishing order)	\$500-\$1,000 (and/or stop fishing order)	\$1,000 + (and/or stop fishing order)
VIOLATIONS OF ANNUAL CATCH ENTITLEMENT OVERAGES			
Violations of an annual catch entitlement (ACE) limit on any stock at any time.	Up to \$500	Up to \$1,000	Up to \$2,500 and forfeiture of catch
VIOLATIONS REGARDING TIME AND AREA RESTRICTIONS			
All violations involving time and area restrictions, including, but not limited to: exemption areas, closed fisheries, closed seasons, restricted gear/management areas and Days at Sea violations.	\$2,000-\$50,000 (stop fishing order for 30 days and forfeiture of catch)	\$10,000-\$100,000 (stop fishing: remainder of fishing year, catch forfeiture)	Expulsion (and forfeiture of catch)
VIOLATIONS REGARDING MEMBERSHIP COMMITMENT			
Violation of Section 3.03 provisions concerning the Length of Commitment to the Sector	\$10,000	N/A	N/A
VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK			
All violations of the Membership Agreement and Operations Plan that could cause the Sector to violate its NMFS approved ACE or Operations Plan, including, but not limited to, a violation of a stop order, entering a closed area, transfers of fish between a non-Sector vessel and a Sector vessel, subverting the reporting requirements (misappropriating landings).	Up to \$50,000 (stop fishing order for remainder of fishing year, and forfeiture of catch)	Expulsion (and forfeiture of catch)	
VIOLATIONS SPECIFIC TO INDUSTRY FUNDED ASM PROGRAM			
All violations regarding industry funded ASM program including intimidation of monitor, monitor refusal, non-payment of ASM fees, not conforming to the cancellation policy or interfering with vessel selection.	Up to \$500 (and/or stop fishing order)	\$500-\$1,000 (and/or stop fishing order)	\$1,000 + (and/or stop fishing order)

1

2

1 **EXHIBIT B: HARVEST PLAN, FY 2017-2018**

2
3 Harvest rules

4 The Members and the Participating Vessels of the Northeast Coastal Communities Sector
5 agree to be legally-bound to follow the Operations Plan and Harvesting Rules for the 2015
6 fishing year as described herein, notwithstanding those rules and regulations applicable to
7 common pool Multispecies vessels.

8
9 I. Monitoring

- 10
11 1. Sector Call-In: Each Participating Vessel must notify the Manager or his
12 designated representative within 24 hours prior to departing from port when
13 using fishing gear capable of catching the allocated stocks.

14
15 II. Quota management

- 16
17 1. Annual Catch Entitlement (“ACE”): The portion of the Plan TAC for each
18 species that has been allocated to the Sector by NMFS. The Members agree that
19 they will not collectively harvest more than the Sector ACE for each stock and
20 that once the annual ACE for a stock is reached, no Member will fish
21 commercially with any fishing gear capable of catching such fully harvested
22 stock. The annual ACE for any stock may be increased or decreased after initial
23 NMFS ACE decision by means of ACE transfers between Sectors as provided
24 in the Membership Agreement and Operations Plan (“Agreement”).
25
26 2. Weekly and monthly allocation of all stocks quota targets: The Board of
27 Directors may establish monthly, weekly, or trip target quotas to slow down
28 harvest rates. If such target quotas are imposed, Sector Members agree to adjust
29 their fishing operations to avoid exceeding these quotas.
30
31 3. Full retention: All legal size allocated stocks harvested during any fishing
32 operation must be retained, landed and counted against the Sector’s Aggregate
33 Allocation.

34
35 III. Administrative

- 36
37 1. DAS Transfer/Lease: A Member, its Permit and Participating Vessel may not
38 transfer or lease DAS to any non-Sector or Sector Member, Permit, or
39 Participating Vessel during the Commitment Period in which the Participating
40 Vessel and/or Permit is enrolled in the Sector except in accordance with the
41 transfer provisions of the Agreement.

42
43 IV. Gear requirements

- 44 1. Gear Restriction: Vessels will use otter trawls, hooks or gillnets.
45
46 2. Hook Size: All tub trawl and longline hooks must be 12/0 circle hooks or larger
47 unless an exemption is approved for the 2017 fishing year. (Handline hooks
48 have no minimum size.) For these purposes, a “circle hook” is defined as a hook

1 with the point turned back towards the shank and the barbed end of the hook is
2 displaced (offset) relative to the parallel plane of the eyed-end, or shank of the
3 hook when laid on its side.

- 4
- 5 3. Mesh size: All otter trawl mesh must be 6 ½ inch mesh or larger.
- 6
- 7 4. Spawning Season Restrictions: Sector Vessels are not required to adhere to the
8 seasonal closure on Georges Bank (May 1 through May 31). Participating
9 vessels are exempt from existing “rolling closures” with the exception of the
10 designated inshore spawning areas, including the Whaleback Ridge closure.
11 However, all vessels need to abide by new spawning closures as defined in
12 Amendment 16.
- 13
- 14 5. Operating Area: Participating vessels will fish in the Gulf of Maine, George’s
15 Bank, and Southern New England using fishing gear capable of catching
16 allocated stocks under the Plan.

17

18 **Exemptions requested**

19

Exemption
120 Day Gillnet Block out of the Fishery
20 Day Spawning Block
Limits on the Number of Gillnets for Day Gillnet Vessels
Prohibition on a vessel’s hauling another Vessel’s gillnet gear
Prohibition on Fishing Inside and Outside the CA I Hook Gear Haddock SAP While on the Same Trip
Limits on the Number of Hooks that May be Fished
Prohibition on a Vessel Hauling Another Vessel's Hook Gear
Prohibition on Combining Small Mesh Exempted Fishery and Sector Trips
DAS Leasing Program Length and Horsepower Restrictions
Exemption from VMS requirement for Handgear A vessels fishing in a single broad stock area (BSA)

20

21 Exemption Descriptions

22

23 Exemption from VMS requirement for Handgear A vessels fishing in a single broad stock area
24 (BSA)

25

26 All vessels on a sector trip must carry an operational VMS unit. This exemption allows Handgear
27 A permitted vessels to fish in a single BSA on a sector trip without carrying a VMS. This
28 exemption does not waive requirements to carry or report using a VMS unit when fishing in
29 multiple BSA’s, in the U.S/Canada Management Areas, or under any other requirements
30 associated with using other sector exemptions or participating in Special Access Programs.

31

32 In order to use this exemption, the following conditions and restrictions apply:

33

- 34 1. The vessel must declare its trip into the Pre-Trip Notification System at least 48 hours
35 before sailing, and carry an observer or at-sea monitor (ASM) if selected, consistent with
36 current requirements.

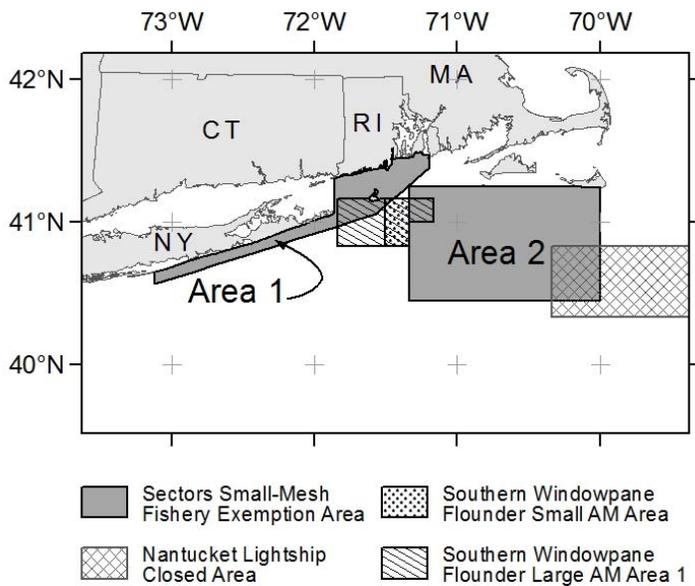
2. The vessel must declare a trip start, prior to sailing, using the Interactive Voice System (IVR).
3. Upon completion of fishing, or at the earliest opportunity prior to returning to port, the vessel must declare a trip end using IVR. The vessel may not land regulated species prior to declaring its trip end in IVR.
4. Prior to landing the vessel must complete (and if possible submit) a Vessel Trip Report (VTR).

GOM Cod Protection Closures:

Vessels are exempt from GOM Cod Protection Closures IV (October) and V (March), but must comply with GOM Cod Protection Closures I (May), II (June), and III (November, December, and January).

Prohibition on combining small-mesh exempted fishery and sector trips

The exemption applies to sector trips only and is intended to allow a vessel to catch some small-mesh species after targeting groundfish. A vessel could land whiting, longfin squid, mackerel, herring and other small-mesh species, provided the vessel still meets the requirements of those fisheries. Because of declaration, observer, and reporting requirements in other fisheries, a vessel may not be able to target groundfish and catch more than incidental amounts of small-mesh species. A sector vessel must fish with trawl nets that meet current regulatory requirements and sector exemptions during the first part of the trip, but may switch to modified small mesh gear for the second portion of the trip. The small-mesh portion of the trip must be fished in Small Mesh Areas 1 and 2, described below and must use the modified small mesh gear described below.



Sector Small-Mesh Fishery Exemption Area 1 is bounded by the following coordinates connected in the order listed by straight lines, except where otherwise noted:

1

Point	N. Latitude	W. Longitude	Note
A	40°39.2'	73°07.0'	
B	40°34.0'	73°07.0'	
C	41°03.5'	71°34.0'	
D	41°23.0'	71°11.5'	
E	41°27.6'	71°11.5'	(1)
F	41°18.3'	71°51.5'	
G	41°04.3'	71°51.5'	(2)
A	40°39.2'	73°07.0'	

2

3 (1) From POINT E to POINT F along the southernmost coastline of Rhode Island and crossing all bays and inlets
4 following the COLREGS Demarcation Lines defined in 33 CFR part 80.

5
6 (2) From POINT G back to POINT A along the southernmost coastline of Long Island, NY, and crossing all bays and
7 inlets following the COLREGS Demarcation Lines defined in 33 CFR part 80.
8

9 Sector Small-Mesh Fishery Exemption Area 2 is bound by the following coordinates connected in the order listed by
10 straight lines. Sector vessels cannot fish the small-mesh portion of their trip using this exemption in the Nantucket
11 Lighthouse Closed Area where the two areas overlap.

Point	N. Latitude	W. Longitude
H	41°15.0'N	71°20.0'W
I	41°15.0'N	70°00.0'W
J	40°27.0'N	70°00.0'W
K	40°27.0'N	71°20.0'W
H	41°15.0'N	71°20.0'W

12

13 The modified small mesh gear must contain either:

14

- 15 • A drop chain sweep with a minimum drop of 12 inches (30.48 cm) in length, with a 24-
16 inch headrope setback; or
- 17 • a large mesh belly panel with a minimum mesh size of 32 inches (81.28 cm), with the
18 meshes hung on the half (a hanging ratio of 2:1); or
- 19 • an excluder grate secured forward of the codend with an outlet hole forward of the grate
20 with bar spacing of no more than 1.97 inches (5.00 cm) wide.

21

22 In order to use this exemption, the following additional conditions and restrictions apply:

23

- 24 1. Prior to leaving the dock, the vessel must declare a small mesh trip through the VMS trip
25 start hail by checking the box next to “Other Exemption (when directed by NMFS)” under
26 sector exemptions.
- 27 2. A vessel declaring this exemption must render its small mesh gear not available for
28 immediate use, as defined by 50 C.F.R. § 648.2, when using large-mesh gear during the
29 first portion of the trip.
- 30 3. Upon completing the large-mesh portion of the trip, the vessel must submit a Multispecies
31 Catch Report via VMS with a good faith estimate of all catch on board and with Step 5
32 completed.
33
34
35

- 1 4. The date-time stamp of the Multispecies Catch Report indicates to Enforcement that the
2 vessel is now in the second portion of the trip and is prohibited from redeploying its large-
3 mesh gear.
4
- 5 5. Following submission of the Multispecies Catch Report, the vessel may deploy its
6 modified small mesh gear in the areas described above and is prohibited from fishing
7 outside of the small mesh exemption areas. All other applicable regulations apply to this
8 portion of the trip.
9
- 10 6. The vessel must comply with the remaining requirements of a sector trip, including the
11 submission of VTRs, a trip end hail, and a final Multispecies Catch Report.
12
- 13 7. A vessel fishing with this exemption must retain and land all legal-sized groundfish on
14 both the regulated mesh and small mesh portions of the trip.
15

16 Inshore Gulf of Maine Restrictions

17 Purpose: For the purpose of providing the Sector and its Manager with a greater understanding
18 of the fishing patterns conducted by their members, the following reporting requirements have
19 been crafted and adopted by the Sector in collaboration with all Northeast Groundfish Sectors in
20 the region. These provisions afford Sectors an administrative tool to track fishing activity west of
21 the 70:15.
22

23 Definitions: For the purpose of this Declaration, the portion of BSA 1 West of 70:15 to the
24 shoreline north to the Maine Coast and South to Cape Cod would be defined as Inshore GOM.
25

26 Fishing Vessel Requirements:

27 When an Observer/Monitor is onboard. The Sector Vessel may declare and fish in all
28 Broad Stock Areas, including the portion of BSA 1 defined as the Inshore GOM defined in
29 this section and fishing activity may occur in any declared BSA.
30

31 When an Observer/Monitor is NOT onboard.

- 32 1. If the Sector Vessel intends to fish west of the 70:15 in the area described above as
33 the Inshore GOM, at any time during a trip, the vessel must declare BSA 1 only and
34 the Sector Vessel may not conduct any fishing activity outside of the area defined as
35 BSA 1 for the entire trip.
- 36 2. If the Sector Vessel declares more than one Broad Stock Area on the trip, the vessel
37 is prohibited from conducting fishing activity West of the 70:15 in the area described
38 above as the Inshore GOM and the vessel must indicate acknowledgement of this
39 restriction by transmitting a **Trip Start Hail**, through their VMS unit or 3rd Party
40 Software and check the “b. Inshore Gulf of Maine” from the list of Sector Ops Plan
41 Provisions in the **Trip Start Hail**.
42

43 **Verification of Compliance:** The Sector Managers will be provided a preliminary list of Vessels
44 that appear from VMS activity to have conducted fishing activity both inshore and offshore on the
45 same trip, where an observer/monitor was not present. The Manager will utilize this preliminary
46 list, plus additional information available such as VMS vessel plot information for the trip in
47 question and will forward any trips of concern immediately to the Sectors Enforcement
48 Committee. The Managers of the Groundfish Sectors & Program Director of NESSN (on behalf
49 of NEF Sectors) will communicate with each other regularly about trips of concerns,

1 investigations and resolution.

2

3

4 Limits on the number of sink gillnets for Day gillnet vessels in GB, SNE, and MA RMAs

5 Day gillnet vessels using this exemption in these areas may fish up to 150 roundfish or flatfish
6 nets, not to exceed 150 nets total. Vessels must tag both roundfish and flatfish nets with one tag
7 per net.

8

9 This exemption does not apply in the GOM RMA. Day gillnet vessels in the GOM RMA are
10 restricted to 100 gillnets (of which no more than 50 can be roundfish gillnets), and gear must be
11 tagged with two tags per net.

1 **EXHIBIT C: SECTOR ADMINISTRATION**

2 **Compliance with Sector ownership provision established in Amendment 16**

3 The Sector is in compliance with the ownership provision of Amendment 16. The New England
4 Fishery Management Council motion establishing this provision states: “that a Sector will be
5 defined as 3 or more persons, none of whom have ownership interests in at least two other
6 persons’ vessels in that sector.”

7
8 The following Northeast Multispecies limited access permit holders are the sole owners of their
9 vessels and permits, and are listed here to demonstrate the Sector’s compliance with the Sector
10 ownership provision established in the Amendment:
11

Member name	Vessel name	Federal permit number
Mathew Thomson	Fairwind	150576
Josh Miller	Dorcas Anne	223738
Ira Miller	Mallary Sky	242753

12

13 **Compliance with Letters of Authorization (LOA’s)**

14 Upon approval, each sector vessel will be issued a Letter of Authorization (LOA) specifying the
15 exemptions granted. Vessels must comply with all requirements stipulated in the LOA and all
16 applicable Federal regulations and laws not specifically exempted in the LOA.

17 **Training for Members in Sector’s business rules**

18 The Sector Manager has held numerous fishermen’s meetings to engage fishermen in the
19 development of the Northeast Coastal Community Sector operations plan and environmental
20 assessment. Meetings will continue with all Sector Members prior to May 1, 2015. Meeting
21 content will include all sector requirements, including but will not be limited to: monitoring
22 requirements, reporting requirements, stop fishing orders, and violations.

23 **Oversight and management of the Sector**

24 The Sector Manager for the Northeast Coastal Communities Sector works from the Maine Center
25 for Coastal Fisheries “Coastal Fisheries” office in Stonington, Maine. Coastal Fisheries is a
26 501(C)(3) nonprofit corporation. The Sector legal entity is incorporated as a nonprofit 501 (c)(5)
27 with articles of incorporation filed in the state of Maine, and is therefore subject to NMFS
28 enforcement action for violation of sector regulations. The new nonprofit corporation has a Board
29 of Directors. The Board’s responsibilities are outlined, in part, in the Sector contract. The
30 Board’s responsibilities are also described in detail in the Sector bylaws.

31 **Reconciling conflicting data reports**

32 The Northeast Coastal Communities Sector will gather the following information: dealer reports,
33 vessel trip reports, and hail reports. Information on these reports may occasionally conflict.
34 When this occurs, the dealer reports will be referred to as the most reliable source of landings
35 data.

36

37 The Sector will submit all data quality issues through the NMFS JIRA issue tracking application
38 for research and correction.

39 **Transmission of reports**

40 The Sector will submit required reports using the format and procedure prescribed by NMFS.

1 **Business rules for unexpected situations**

2 There may be unexpected situations which require the Sector Members to deviate from
3 anticipated Sector operation. This section addresses two such possible situations. This section is
4 not exhaustive however, and does not purport to describe a course of action for every possible
5 situation. Situations not addressed here will be addressed on an as-needed basis with direct
6 consultation between the Sector Manager and the National Marine Fisheries Service, Office of
7 Law Enforcement.

8 **Reporting - missing reports/ non-compliance**

9 *Standard reporting procedure*

10 Vessel trip reports

11 Vessel trip reports must be sent by the Member to the Sector Manager the same day that a
12 Member lands the catch. The reports can be sent at the dealer if the dealer is willing to scan and
13 email the report or fax it. Alternatively, the Member can email the information to the Sector
14 Manager, or enter the information into the FLDRS software program developed by the Northeast
15 Fishery Science Center and upload it to the VERS web portal maintained by the Science Center.

16 Dealer reports

17 Dealer weigh-out slips must be sent to the Sector Manager the same day that a Member lands the
18 catch. It is the Member's responsibility under the Agreement to assure timely dealer reporting.
19 Dealer reports must be sent as required by law to the National Marine Fisheries Service.

20 Hails

21 Hail trip end reports will be sent via either 1) a Member's vessel monitoring system (VMS) or 2)
22 a cell phone (at the Member's discretion), and must be logged by the Sector Manager .

23 *Special circumstances*

24 In the event that a report is late or missing, the Sector will respond in the following way.

25 Vessel trip reports

26 If the Member cannot send the report electronically and cannot physically send the report in a
27 timely manner, then the Member must call the Sector Manager and convey the information over
28 the phone. It is then the Sector Manager's responsibility to confirm to the Members that the
29 report has been received. If the Sector Manager does not receive the report within two days of the
30 fishing trip, the Member will not be allowed to make a future trip within the Sector until the report
31 is received. Fishing in violation of the Sector rules may be enforced by the Sector according to
32 the schedule of penalties outlined in Exhibit A, and may also be enforced by the National Marine
33 Fisheries Service Office of Law Enforcement (NMFS OLE) if this fishing occurs despite a stop
34 fishing order.

35 Hails

36 Failure to hail will result in a violation as outlined in Exhibit A, and may be reviewed within the
37 Sector's Infractions Committee.

38 Dealer reports

39 Failure to submit a dealer report would result in an infraction and would be enforced by NMFS
40 OLE.

1

2 **Information technology necessary to manage monitoring and reporting**

3 Vessels will have the option to use the FLDRS data reporting system developed by the Northeast
4 Fisheries Science Center for electronic vessel trip reports. If possible, this will be used in lieu of
5 paper vessel trip reports, however all sector members will comply with applicable reporting
6 requirements including submission of Vessel Trip Reports (VTRs). Vessels may only use the
7 FLDRS data reporting system after first requesting this in writing to the Sector Manager, and
8 being granted approval by the Sector Manager. The software would ideally facilitate the data
9 collection on the vessel. Data could then either be emailed via VMS or transferred through a USB
10 drive. If fishermen do not use the FLDRS data reporting system, then the Sector will rely on
11 paper vessel trip reports. Additional monitoring reporting information technology needs will be
12 met by the monitoring service provider.

13
14 In addition to the FLDRS eVTR system, once fully operations, the Sector intends to use the
15 Sector Manager Tool developed by the Cape Cod Commercial Hook Fishermen’s Association to
16 collect VTR and hail data for data management, and processing for the purpose of submitting
17 reports to the National Marine Fisheries Service. If this tool is not available, the Sector will use
18 Microsoft Excel to monitor ACE and to report to NMFS.

19 **Original distribution of catch history**

20 Initially, Sector Members will receive an allocation of Sector ACE equal to the Members’
21 collective PSC. In addition, the Maine Center for Coastal Fisheries will operate a permit bank
22 within the Sector to facilitate ACE leases from individual permits in the Sector to other Members
23 of the Sector. The Sector will cooperate with the Permit Bank operated by the Maine Center for
24 Coastal Fisheries in order to obtain additional ACE to benefit the Sector, but the Maine Center for
25 Coastal Fisheries reserves the right to direct the ACE to Members selected by the Center. Any
26 lease by the Permit Bank to a Sector Member shall be deemed to be approved by the Sector
27 Manager for purposes of Agreement Section 3.04. ACE leases between Sector Members must be
28 approved by the Sector Manager. The Sector Manager is solely responsible for conducting ACE
29 leasing from the Northeast Coastal Communities Sector to another sector. Individual Members
30 shall not directly lease their quota outside of the Sector, and must instead request the Sector
31 Manager to conduct an inter-Sector lease transactions on the Member’s behalf.

32 **Rules for entry and exit from the Sector**

33 The Sector Approval process approved by the New England Fisheries Management Council and
34 NMFS requires a one- or two- year sector contract. This Agreement meets that requirement.
35 After December 21, 2016, no new Members may join the Sector for the 2017 fishing year. The
36 Agreement provides a mechanism for Members to purchase additional permits with Sector
37 oversight, but these provisions can only be used IF NMFS authorizes such a transfer.

38
39 The Agreement provides that any Member may voluntarily leave the Sector before December 31,
40 2016. The Agreement also provides that Members may exit upon termination of the Commitment
41 Period. If Members attempt to exit the Sector during the Commitment Period, the Agreement
42 provides that the departing Member is subject to the penalties listed in Exhibit A and must leave
43 the unused portion of the Member’s Sector allocation in the Sector for the remainder of the
44 fishing year. The Agreement also allows a Member to sell, lease or transfer a Permit as defined in
45 the Agreement subject to the Right of First Refusal and Sector oversight.

46
47 Sector Members, their Permits, and Participating Vessels may be expelled from the Sector by

1 Board vote, for certain violations established in the Agreement and Exhibit A. The unused
2 portion of the expelled Member's allocation from the Sector remains in the Sector for the
3 remainder of the fishing year.

4
5 If Members elect to leave the Sector or are expelled from the Sector prior to May 1, 2017, they
6 will fish in the common pool. If Members elect to leave the Sector or are expelled from the
7 Sector on or after May 1st, 2017, then they will no longer fish in the Northeast Multispecies,
8 monkfish or skate fisheries during the 2017 fishing year, though they would be permitted to
9 participate in the lobster and other fisheries.

1 **EXHIBIT D: AT-SEA MONITORING (ASM) PROGRAM**

2
3 The Northeast Coastal Communities Sector will contract one or more of the companies approved
4 by NOAA Fisheries to provide at-sea monitoring and will notify NOAA Fisheries of its selection
5 no later than May 1, 2017. The Northeast Coastal Communities Sector will deploy at-sea
6 monitors in a way to achieve 16% of trips that is random and representative of fishing activities of
7 the sector. “The Northeast Coastal Communities Sector will use the NOAA Fisheries-designed
8 ASM program. In the event that the sector-designed ASM program is not approved, the Northeast
9 Coastal Communities Sector will use the NOAA Fisheries-designed ASM program.

10
11 **The Northeast Fisheries At-Sea Monitor Program**

12
13 **National Marine Fisheries Service, Northeast Fisheries Science Center**

14
15
16 **C.1. BACKGROUND OVERVIEW**

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

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

33
34 Under this mission, the goal is to optimize the benefits of living marine
35 resources to the Nation through sound science and management. This requires
36 a balancing of multiple public needs and interests in the sustainable
37 benefits and use of living marine resources, without compromising the long-
38 term biological integrity of coastal and marine ecosystems.

39
40 Many natural and human-related factors affect the status of fish stocks,
41 protected species and ecosystems. Although these factors cannot all be
42 controlled, available scientific and management tools enable the agency to
43 have a strong influence on many of them. Maintaining and improving the
44 health and productivity of these species is the heart of the NMFS mission.
45 These activities will maintain and enhance current and future opportunities
46 for the sustainable use of living marine resources as well as the health and
47 biodiversity of their ecosystems.

48
49 NMFS has three objectives in its mission to protect, restore, and manage the
50 use of coastal and oceanic resources:

- 51
52 • Protect and restore ocean, coastal, and Great Lakes resources
53 • Recover protected species
54 • Rebuild and maintain sustainable fisheries.

55
56 NMFS will measure its performance against these objectives using the
57 following measures:

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

6) Improved ecological conditions in coastal and ocean protected areas

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

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

Every sector should equally be covered at 25% (17% by At-Sea Monitors and 8% by NEFOP observers). The coverage rates apply to the seaday level. At-Sea Monitors will be systematically assigned by NMFS to a vessel to ensure the coverage is fair and even. Several types of fishing gear may be used: longline, trawl, and gillnet. A monitored trip must be a trip where landings of groundfish occur (a "groundfish", "skate" or "monkfish" trip as defined in Amendment 16). Coverage levels will be in terms of number of seadays. At-Sea Monitoring standards will be consistent with the final regulations implemented under Amendment 16, unless further specified by NMFS. As described in the rule, Northeast Fisheries Observer Program (ASM) observers take precedence over At-Sea Monitors for vessel placement when deployments overlap.

C.2. AT-SEA MONITOR PROGRAM OBJECTIVES

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

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

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

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

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

C.3. SCOPE AND OUTCOMES

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

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

C.3.1. Policies and Regulations

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

- Magnuson-Stevens Fishery, Management, and Conservation Act (MSA)
- Marine Mammal Protection Act (MMPA)
- Endangered Species Act (ESA)

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

C.4. PERFORMANCE WORK STATEMENT

The contractor shall meet all requirements of the SOW.

C.4.1. Management Requirements

C.4.1.1. Project Management

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

C.4.1.2. Project Manager

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

C.4.1.3. Coordinators

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

C.4.1.4. Management Reporting and Coordination

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

C.4.1.5. Performance Measures

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

C.4.2. Operational Requirements

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

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

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

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

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

C.4.2.2. Eligibility Requirements

C.4.2.2.1. Educational Qualifications

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

C.4.2.2.2. Non-Conflict of Interest

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

C.4.2.2.3. Physical/Medical Condition

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

C.4.2.2.4. Communication Skills

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

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

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

C.4.2.2.6. Statement of No Criminal Conviction

Section J, Attachment 6 (Statement of No Criminal Conviction) C.4.2.2.7.

CPR and First Aid Requirements

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

C.4.2.2.8. At-Sea Monitor Standards of Conduct

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

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

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

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

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

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

iv. Observer/At-Sea Monitors shall collect information on any incidentally captured sea turtles, including, but not limited to, location of take, biopsies, measurements, photos, and any other information. Observer/At-Sea Monitors shall also collect information on any marine mammals or other

protected species interactions. When protected species are caught, the primary responsibility of the observer/At-Sea Monitor shall be to handle and release the protected species.

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

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

vi. Observer/At-Sea Monitors who encounter captains or vessels' owners operating in fisheries requiring mandatory observer/At-Sea Monitor coverage that refuses to accept the observer/At-Sea Monitor on their vessel for deployments shall provide documentation of the refusal to NMFS. This documentation shall be provided via e-mail or hard copy to the Branch Chief of the Fisheries Sampling Branch on the day of the event. This documentation shall be of sufficient substance and detail to be usable for NMFS enforcement actions. Narrative shall be provided to completely answer the following guideline questions: who, what, when, and where. This shall be reported on the Incident Report Form (Section J, Attachment 8, Incident Report Form).

vii. Observer/At-Sea Monitors may be asked to perform various program support tasks (industry outreach activities, industry meetings, observer/At-Sea Monitor training sessions, port orientations, reconnaissance, other research project needs, etc.).

Each observer/At-Sea Monitor should attend at least one (1) Fishery Council Meeting each year in their assigned area. The contractor shall invoice NMFS separately for these hourly costs in Section B Supplies or Services and Prices/Costs Hourly Rate observer/At-Sea Monitor CLINS 0004, 1004 and 2004, and travel costs in Section B Supplies or Services and Prices/Costs Travel CLINS 0002, 1002, and 2002.

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

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

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

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

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

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

1. May act as field coordinator of lower graded fishery observer/At-Sea Monitors.
2. Demonstrates extensive familiarity of methods, procedures and management to ensure proper day-to-day operations.
3. Shifts from one type of responsible technical assignment to other types, which are different in terms of equipment used, of data used, and uses to which data will be put.
4. Makes estimates of amounts and species composition of fish caught, retained and discarded, utilizing knowledge of various statistically valid sampling, sub-sampling methods and dichotomous keys.

5. According to established standards and detailed procedures, records data on appropriate forms and logs, some of which may be electronic and provide recommendations for updates.
6. Oversees the maintenance of field equipment and supplies.
7. Collect scientific, management, compliance information, observations of fishing operations, measure selected portions of catch including incidentally caught marine mammals, sea birds and sea turtles.

C.4.2.3.1. Data Deliverables

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

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

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

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

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

C.4.2.3.2. At-Sea Monitor Communication

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

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

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

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

C.4.3. At-Sea Monitor Support Services

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

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

C.4.3.2. Training and Debriefings

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

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

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

Three trainings are scheduled for each year (planned trainings will be posted on the FSB website). The contractor shall provide NMFS with at least 45 calendar days prior notice when a training session is needed and identify any foreign nationals that may be attending training (it takes a minimum of 30

working days for foreign national clearance) as referenced in Section F.5.9. For extenuating circumstances, additional trainings may be scheduled at the Government's discretion. Attendance by key personnel at training is required for at least two days each week of training.

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

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

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

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

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

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

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

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

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

An At-Sea Monitor's first 4 deployments and the resulting data shall be immediately edited and approved after each trip by NMFS prior to any further deployments by that At-Sea Monitor (Section J, Attachment 15, ASM Training Trip Policy). During the At-Sea Monitor's first 4 deployments, in order for

them to go on their next trip, their data must be received, edited and the At-Sea Monitor must be "cleared" by NMFS to sail on their next trip. This notification will be sent via e-mail to the At-Sea Monitor's provider. The At-Sea Monitor cannot be deployed until the e-mail notification has been sent by NMFS. If the data quality is considered acceptable the At-Sea Monitor will become certified. If the data quality is not considered acceptable, the At-Sea Monitor will not be certified by NMFS at that time.

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

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

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

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

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

At-Sea Monitors shall be expected to remain as active At-Sea Monitors or serve in other capacities directly related to the Northeast Fisheries At-Sea

Monitor Program (e.g. program management) for at least one (1) year after training. The contractor shall reimburse the Government for training expenses for any At-Sea Monitors terminating their At-Sea Monitor employment with the contractor within one (1) year of completing the NMFS training. This will be done by issuing a credit for the next training session. For example, if three (3) At-Sea Monitors leave the program prior to completing one (1) year of employment, at the next training, three (3) individuals' training costs (Section B Supplies or Services and Prices/Costs Training CLINS 0003, 1003, and 2003) and hourly wages associated with the training (Section B Supplies or Services and Prices/Costs Hourly Rate At-Sea Monitor CLINS 0004, 1004 and 2004) will not be billed to the Government.

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

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

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

C.4.3.3. Data Quality Control

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

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

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

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

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

C.4.3.5. Travel and Lodging

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

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

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

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

C.4.3.6. Vessel Selection

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

contractor shall propose a plan on how to work out a fair reimbursement for the vessel's fuel expenses.

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

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

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

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

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

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

C.4.3.7. Safety Requirements

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

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

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

C.4.3.8. Communication

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

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

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

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

C.4.3.9. Notification of Potential Infractions

The contractor shall immediately notify the COTR of any potential violation of the Rules and Regulations that implement the Fishery Management Plan under the Magnuson-Stevens Fishery Conservation and Management Act, Marine Mammal

Protection Act or Endangered Species Act or any regulations that govern the At-Sea Monitor program, including but not limited to: vessels failing to provide adequate notification prior to departing, failing to take an At-Sea Monitor, incidents of At-Sea Monitor interference, harassment, or intimidation. The contractor shall ensure that each returning At-Sea Monitor is debriefed for incidents of intimidation, interference, or harassment within twelve (12) hours of trip landing as referenced in Section F.5.14. Reported incidents of the vessel failing to take an At-Sea Monitor or incidences of the contractor failing to handle incidents of interference, harassment or intimidation of At-Sea Monitors will be investigated by NMFS.

C.4.3.10. Vessel Operations and Working Conditions

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

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

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

C.4.3.11. Data Quality

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

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

The contractor shall interact with vessels which have carried At-Sea Monitors. They shall interview the captain; using NMFS issued workbooks with a pre-determined set of questions (Section J, Attachment 25, Captain Interview Questions), and determine if the At-Sea Monitor performed his/her job in a professional manner and carried out all required tasks. Unless otherwise instructed by NMFS, a random selection of 10% of each At-Sea

Monitor's trips each quarter will have follow-up interviews. Format questions will be provided by NMFS. Trip Interview Reports will be provided to NMFS electronically within two working days of the interview as referenced in Section F.5.16. The contractor shall report, in writing to the COTR, all complaints made by the industry regarding At-Sea Monitor activities, as well as any At-Sea Monitor injuries aboard vessels or on docks to NMFS.

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

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

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

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

C.4.3.13. Contractor Standards of Conduct

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

C.4.3.14. At-Sea Monitor Termination Documentation

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

C.4.3.15. Emergency Action Plan

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

C.4.3.16. Quality Assurance Plan

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

C.5. PERFORMANCE MONITORING

C.5.1. Quality Assurance Surveillance Plan

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

C.6. SECURITY RISK LEVEL DESIGNATIONS

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

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

Investigation Packages

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

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

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o Fair Credit Reporting Form (filled out based on position sensitivity)

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

Foreign Nationals is anyone who is a non-U.S. citizen or non-green card holder (aka permanent resident card). Foreign Nationals fall into two categories: Visitors or Guests. Visitors are personnel onsite for up to 3 days; or whom will be attending a conference, workshop, or training (which can go up to 5 days).

Guests are personnel who will be onsite over 3 days and who do not fall into the 5 day category listed above.

All Foreign National Visitor/Guests information must be submitted through the Foreign National Registration System (FNRS) by NMFS.

C.7. CLAUSES INCORPORATED BY REFERENCE

C.7.1. CAR 1352.237-71 SECURITY PROCESSING REQUIREMENTS--LOW RISK CONTRACTS (APR 2010)
(Reference 48 CFR 1337.110-70)(c))

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

1 **EXHIBIT E: DOCKSIDE MONITORING, FY 2017 - 2018**

2 Since NMFS no longer requires dockside monitoring, the Northeast Coastal Communities
3 Sector will not contract with a monitoring service provider for dockside monitoring.
4 However, the Sector will retain the trip end hail requirements for all fishing vessels.

5 **Vessel Hails**

6 Hail trip end

7 The trip end hail will be sent upon completion of the last haul with required updated
8 information.

9
10 Vessels will send a hail trip end message via either phone or VMS to both the Sector
11 Manager and NMFS OLE. Trip boats must send this hail at least 6 hours prior to landing.
12 The trip end hail will contain the following information: permit number, trip ID# (the
13 serial number of the first Vessel Trip Report filled out for the trip), specific offload
14 location(s) including (dock/dealer, port/harbor, and state), estimated landing time,
15 estimated offloading time and estimated weight of each species of fish being landed.
16 Upon receipt of the hail trip end message, NMFS OLE will send a confirmation message
17 to both the vessel and the Sector Manager.

18
19 For trips less than 6 hours in length or occurring within 6 hours of port, the estimated
20 time of arrival to port must be provided in a trip start hail. The trip end hail will be sent
21 upon completion of the last tow with required updated information. An alternative timing
22 for the trip end hail may be implemented if agreed upon by the sector and NOAA
23 Fisheries.

24 **Landing**

25 Sector vessels will only land their catch at a federally registered dealer. Sector Members
26 may land their catch at a truck if a federally registered dealer is present. Sector members
27 will not be allowed to offload at remote locations in the absence of a dealer. The
28 exception to this rule is the emergency safe harbor provision listed below in this Exhibit.

29 Offload at multiple locations

30 If the vessel retains a portion of the landings from a trip to be offloaded during a future
31 landing event, the VTR for the trip on which the landings were caught must include those
32 landings with the code for fish retained for future sale. The VTR for the subsequent trip,
33 after which the retained landings are finally sold, must include the previously retained
34 landings in addition to the current landings from trip. The previously retained landings
35 will be identified by a unique code on the VTR. Landings will only count against ACE
36 once.

37
38 All landings and discards by Sector vessels will be reported by the Sector Manager to
39 NMFS on a weekly basis on Thursdays.

40 **Safe harbor provision**

41 To promote safety at sea, the Sector sets forth the following protocol for variance from
42 the landing ports listed. If for reasons beyond a vessel operators control such as severe

1 weather, mechanical failures, compromised hull integrity, instances of pump failures and
2 danger of sinking, crew injury or life threatening illness and any other emergency
3 situations that may arise, a sector vessel may enter a port other than those listed as
4 “Landing Ports” to ensure the safety of the vessel and its crew. In the event that a Sector
5 Vessel must utilize this safe harbor protocol, they must notify their Manager and NMFS
6 OLE of when and where they had to seek safe harbor within 6 hours of this entering the
7 port.

8 **Vessel trip reports**

9 Paper vessel trip reports will be completed by all Sector Members and will be submitted
10 to both the Sector Manager the day that the trip ends and to the National Marine Fisheries
11 Service as required by law. Vessels may also use the FLDRS data reporting system
12 developed by the Northeast Fisheries Science Center - at the Member’s discretion.

13 **Electronic vessel trip reports**

14 In the event that electronic vessel trip reports (eVTR) will be accepted by NMFS as a
15 replacement for paper VTRs, the Northeast Coastal Communities Sector reserves the
16 right for individual Members to elect to send eVTRs to both the Sector Manager and
17 NMFS in lieu of paper reports. In order for a Member to use eVTR, if it is accepted for
18 use by NMFS, the Member must first make this request to the Sector Manager and
19 receive approval from the Sector Manager in writing. Paper VTR’s will be the default
20 legal record. In the event that a Member is approved for eVTR, then that will constitute
21 the legal record instead of paper VTR. Members must determine which form of VTR
22 they will use prior to May 1st. Members may not change between paper and electronic
23 VTR after the start of the fishing year without approval by the Sector Manager and the
24 National Marine Fisheries Service.

25 **Stock apportionment**

26 The Sector will apply the NMFS-provided stock apportionment method to derive stock
27 landings.

28

1 **EXHIBIT F: ANNUAL CATCH ENTITLEMENT MONITORING**

2 **Sector Manager responsibilities with regard to ACE reporting**

3 The Sector Manager will maintain a database of hauls, VTR, dealer, observer, and
4 electronic monitoring reports. In addition, the Sector Manager will determine all species
5 landings by stock and statistical areas, apply discard estimates to landings when
6 necessary, deduct catch from Sector TACs, and submit weekly reports detailing status,
7 catch, and discards, including compliance concerns to the Sector and NMFS. Weekly
8 reports must also include any enforcement or reporting compliance issues, including
9 violations of sector operations plan (exclusive of defined administrative provisions,
10 violations of regulations, or general problems with monitoring or sector operations during
11 the reporting period.

12 **Stop fishing orders**

13 The Sector Manager will strive to collect all reports on time to ensure timely and accurate
14 reporting. In the event that missing reports may jeopardize the Sector reporting process
15 to NMFS, the Sector Manager may issue a stop fishing order for select Members to
16 ensure compliance.

17 **ACE transfers**

18 Proposed ACE transfers must receive approval from the Sector Manager before any
19 transfers may take place.

20 **Stock-specific discard rates**

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

29 **Landings apportioned to stock area**

30 The Sector will apply the NMFS-provided stock apportionment method to derive stock
31 landings.

32 **How Sector will avoid exceeding allocations**

33 Prior to May 1st, the full Board of Directors will call an all-Member meeting. All
34 Members will be strongly encouraged to attend. The purpose of the meeting will be to
35 examine individual and group allocations so that they may decide to collectively avoid
36 exceeding allocations. The Board of Directors will be responsible for writing or
37 approving a report resulting from this meeting.

38

39 Before the Sector approaches the 90% ACE threshold for any stock, the Board of
40 Directors will issue or approve a second report to the Sector Members outlining the
41 Board's leasing and/ or fishing practices recommendations for the remainder of the

1 season. In this report, the Board may request that the Sector manager lease additional
2 quota to cover a potential overage for this and other stocks, and/or the Board of Directors
3 may request that individual Members, or the entire group, modify their fishing practices
4 to pace their catch of the weakest stock. When issuing either request, the Board of
5 Directors will examine the weekly Sector reports compiled by the Sector manager, as
6 well as individual vessel trip reports and aggregate data by gear or region as supplied by
7 the Sector manager to base future decisions on past performance. If the Board does not
8 approve a plan when the 90% threshold has been reached and the Sector is mandated to
9 report daily, the Sector Manager will use his or her discretion to issue stop fishing orders
10 to prevent Sector members from exceeding ACE allocations.

11
12 The reporting frequency for the sector manager's ACE Status Report will be increased to
13 daily when 90% of any of the sector's ACEs is reached. An alternative threshold for
14 increasing reporting frequency may be implemented during FY 2017 if agreed upon by
15 the Sector and NMFS.

16
17 The Sector will submit required reports using the format and procedure prescribed by
18 NMFS.

19
20 While the Board of Directors bears the responsibility to issue both aforementioned
21 reports, the full Sector Membership is strongly encouraged to participate in the
22 development of these reports.

23 24 **Consolidation and redistribution of ACE**

25 In FY 2016, 0% of the permits enrolled in the Northeast Coastal Communities Sector for
26 are attached to vessels actively fishing for NE multispecies. For FYs 2017-2018, the
27 Northeast Coastal Communities Sector has 25 permits currently enrolled. Of those
28 permits 2 are anticipated to actively fish for NE multispecies in FYs 2017-2018. While
29 these numbers may change, the Northeast Coastal Communities Sector expects that,
30 compared to FY 2016, there would be no change from the consolidation that previously
31 occurred among the members during FY 2014. The member permits that are not attached
32 to active NE multispecies vessels in FYs 2017-2018 are the same permits that did not fish
33 in FY 2016. In all cases, a member who owns multiple permits fished the ACE (or DAS
34 if in the common pool) of all those permits on fewer hulls and will now continue to fish
35 the ACE contributed by all those permits on fewer hulls, resulting in no additional
36 consolidation.

37 **Potential redirection of effort**

38 During FY 2016, Northeast Coastal Communities Sector vessels switched fishing efforts
39 into the following fisheries:

- 40 • A1 lobster (trap)
- 41 • Mackerel (jig)
- 42 • Squid (squid trawl)
- 43 • Tuna (harpoon)

44 During the first quarter of FY 2017, Northeast Coastal Communities Sector vessels will
45 switch fishing efforts into the following fisheries:

1 *We expect new groundfish activity in the Northeast Coastal Communities Sector from one*
2 *full-time fishermen and three part-time/seasonal fishermen. Combined, these fishermen*
3 *estimate a total of 250 trips in FY 2017.*
4

5 **Specific ports where Members will land fish**

6 Except in the “Safe Harbor” provision detailed in this Exhibit, Sector Members will land
7 their catch in the following primary ports: Jonesport, ME; Beals Island, ME; Milbridge,
8 ME; Winter Harbor, ME; Southwest Harbor, ME; Bar Harbor, ME; Bass Harbor, ME;
9 Northeast Harbor, ME; Stonington, ME; Port Clyde, ME; Portland, ME; New Bedford,
10 MA; Menemsha, MA; Vineyard Haven, MA; Marshfield, MA, and Sandwich, MA.

11 **How to avoid groundfish in other fisheries**

12 Sector vessels will not make sector trips (including monkfish, skate, dogfish) in non-
13 exempt fisheries or with non-exempt gear if the sector does not have ACE to cover the
14 groundfish catch (including discards) on those trips. Sector Members who participate in
15 exempted fisheries or fish with exempted gear will not have groundfish catch from those
16 trips counted against ACE, but will continue to be bound by the mortality controls for
17 those fisheries, including the use of days-at-sea.

EXHIBIT G: MEMBER FEDERAL PERMITS

Maine Federal

MRI	State	BLACK SEA BASS	SUMMER FLOUNDER	INCIDENTAL HMS SQUID TRAWL	HERRING	GENERAL CATEGORY SCALLOP	AMERICAN LOBSTER	MONKFISH	NORTHEAST MULTI- SPECIES	NAFO	ATLANTIC DEEP SEA RED CRAB	SCALLOP - LIMITED ACCESS	SCUP	SQUID/MACKEREL/BUTTERFISH
122	ME													
11	ME						A1		A					
206	ME				D		A1		A					
283	ME						A1	E	A					
522	ME													
1508	ME													
1570	ME				D		A1		A		A			3
1663	ME				D		A1	E	A		A			3,4
1808	ME				D,E			E	A		A			T3
1973	ME													
2042	ME				D		A1	E	A					
2231	ME				D		A1		A					
2245	ME													
2278	ME	2	2		D		A1	E	A		A		2	2,3,4
2325	ME													
2413	ME				D		A1	E	A		A			4
47880	ME				D		A1	E	HA		A			3,4
48020	ME						A1							

Massachusetts Federal

MRI	State	BLACK SEA BASS	SUMMER FLOUNDER	INCIDENTAL HMS SQUID TRAWL	HERRING	GENERAL CATEGORY SCALLOP	AMERICAN LOBSTER	MONKFISH	NORTHEAST MULTI- SPECIES	NAFO	ATLANTIC DEEP SEA RED CRAB	SCALLOP - LIMITED ACCESS	SCUP	SQUID/MACKEREL/BUTTERFISH
225	MA		1		D	A	1,A1		A		A		1	1
261	MA		1		D	A	1,A2	D	A		A			3,4
658	MA													
1227	MA	2	2		D		1,A1	E	A		A		2	2,3,4
1522	MA						A1	E	A		A		1	3,4
1768	MA	1,2	1,2		D	A	1,A1	E	A		A		1,2	1,2,4
2029	MA				D			E	A		A			3,4
2180	MA	1					A2	E	A					4
2245	MA													
4160	MA				D			E	HB					3,4

EXHIBIT H: MEMBERS' STATE PERMITS AND LICENSES

Maine State

MRI #	Lobster	CFC	CFS	Commercial Pelagic with crew	Commercial Pelagic single	Scallop	Shrimp w/crew	Shrimp single	Sea Urchin
1508	x						x		x
206	x					x	x		
2278	x	x		x					
2042	x	x		x		x			
283	x	x				x			x
122	x	x	x		x			x	

Massachusetts State

MRI #	Permit Type	Reporting Fed Vessel	Reporting Fed Comb	Reporting Paper	Fluke	Sea Bass	Scup	Sea Scallop	Striped Bass	Dog fish	Shell fish	SW Groundfish	Sea Urchin Diver	Sea Urchin Dredge	Cap Squid	Cap Whiting	Horse shoe crab	Surface Gillnet
1768	Coastal Lobster Boat 0-59 ft.	x		x				x	x	x	x	x				x		x
1522	Coastal Lobster Boat 0-59 ft.	x		x	x	x	x		x	x	x	x						
2180	Coastal Lobster		x			x			x		x		x	x				
4160	Coastal Lobster	x			x	x			x	x								
3924	Coastal Lobster	x							x									
225	Offshore Lobster	x			x	x	x	x			x				x	x		
658	Coastal Lobster	x			x	x	x	x			x				x		x	
261	Coastal Lobster	X				x	x		x		x	x						x

EXHIBIT I: MONITORING SERVICE PROVIDER INFORMATION

The Sector has contracted with Fathom Research LLC for At Sea Monitoring Services for FY 2017-2018.

EXHIBIT J: RECORD ACCESS AUTHORIZATION

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

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

EXHIBIT K: SECTOR ROSTER AND CONTACT

In Sector	MRI	Vessel Permit No.	Vessel Name	Sector Member	Owner Name	Address	City	State	Zip	Board Member	Fed Permits	State Permits	Enrolled in Sector
NCCS	11	151469	RESTLESS	PAMELA PIERCE	PAMELA PIERCE	PO BOX 397	SOUTHWEST HARBOR TENTS HARBOR	ME	04679	NO	MULTS, LOB		YES
NCCS	122	242753	MALLARY SKY	IRA MILLER	F/V JOHN V MILLER INC	PO BOX 73	ORBAR HARBOR	ME	04860	YES	MULTS	LOB, CFC, CFS, PEL, SHR, URCH	YES
NCCS	206	231639	STEPHANIE DIANE	LAWRENCE HODGKINS	LAWRENCE HODGKINS MARTHA ELIZABETH HOLDINGS LLC	1012 STATE HIGHWAY 3	ORBAR HARBOR	ME	04609	NO	MULTS, LOB	LOB, SCAL	YES
NCCS	261	149991	MARTHA ELIZABETH	WESLEY BRIGHTON		9 QUANSOO ROAD	CHILMARK STONINGTON	MA	02535	NO	MULTS, LOB, SCALLOP, SMB	LOB, SCUP	YES
NCCS	283	240548	MISS WHITNEY	J. SCOTT MCGUIRE	MY LADY INC	PO BOX 297	STONINGTON HAMP TON FALLS	ME	04681	NO	MULTS, LOB MULTS, LOB, SCALLOP, SMB	LOB, CFC, SCAL	YES
SHS	441	150426	LORI B	MICHAEL LEARY	MICHAEL P LEARY MAINE CENTER FOR COASTAL FISHERIES	3 ORCHARD DRIVE	STONINGTON HAMP TON FALLS	NH	03844	NO	MULTS, LOB, SCALLOP, SMB		ENROLLED IN SHS
NCCS	522	150880	ACCESS GUARDIAN I	JOE FESSENDEN		P.O. BOX 27	STONINGTON HAMP TON FALLS	ME	04681	TREASURER	MULTS		YES
SHS	653	250830	PAMET	MICHAEL LEARY	MICHAEL P LEARY	3 ORCHARD DRIVE	STONINGTON HAMP TON FALLS	NH	03844	NO	MULTS		ENROLLED IN SHS

NCCS	658	151425	UNICORN SKIFF	CHRIS MCGUIRE	THE NATURE CONSERVANCY	99 BEDFORD STREET, 5TH FLOOR 605	BOSTON MARS HFIEL	MA	02111	NO	MULTS	LOB, FLUK, SCUP, SCAL	YES
NCCS	1227	223371	ROSE COREY	GREGORY DECESARE	GREGORY DECESARE	WEBSTER STREET 29	MARS TONS MILLS SOUT HPOR T BOOT HBAY HARBOR	MA	02050	NO	MULTS, LOB, SCUP, SMB	LOB	YES
NCCS	1522	211239	RUEBY	WILLIAM CHAPRALES	WILLIAM CHAPRALES	STONEBRIDGE LANE 678	MARS TONS MILLS SOUT HPOR T BOOT HBAY HARBOR	MA	02648	YES	MULTS, LOB, SCUP, SMB	LOB, FLUK, SCUP	YES
NCCS	1570	232910	SHERM & JAKE	MAYNARD BREWER	MAYNARD BREWER	HENDRICKS HILL ROAD	MARS TONS MILLS SOUT HPOR T BOOT HBAY HARBOR	ME	04576	NO	MULTS, LOB, SMB	LOB	YES
NCCS	1663	231803	LOOK OUT	RUSSEL BREWER	F/V MOONSHINE INC	102 TOWNSEND AVENUE	MARS TONS MILLS SOUT HPOR T BOOT HBAY HARBOR	ME	04538	NO	MULTS, LOB, SMB	LOB	YES
NCCS	1768	148049	PERFECT C'S	MICHAEL PRATT	MICHAEL PRATT	4 CHARLES DRIVE	MARS TONS MILLS SOUT HPOR T BOOT HBAY HARBOR	MA	02021	YES	MULTS, LOB, SCALLOP, LOB, SCUP, SMB	LOB, SCAL	YES
NCCS	1808	150576	FAIRWIND	MATHEW THOMSON	MATHEW THOMSON	7 MEADOW LANE	MONHEGAN WINTER HARBOR	ME	04852	NT	MULTS, SMB	LOB	YES
CP	1905	123544	EXCALIBER	FRED BACKMAN	FRED BACKMAN	497 NEWMAN STREET	MARS TONS MILLS SOUT HPOR T BOOT HBAY HARBOR	ME	04693	NO	MULTS	LOB	COMMON POOL
NCCS	1973	150020	ACCESS GUARDIAN II	JOE FESSENDEN	FOR COASTAL FISHERIES	P.O. BOX 27	STONINGTON	ME	04681	NO	MULTS		YES

NCCS	2029	233758	BAMPY	RALPH PRATT	MICHAEL KEVIN INC	5 SPRINGDALE TERRACE 302 SUMMER HARBOR ROAD PO BOX 768, 16	CANTON WINTER HARBOR	MA	02021	NO	MULTS, SMB	LOB	YES
NCCS	2042	242718	TORI KAY	JAYSON KNOWLES	JAYSON KNOWLES	CLAMBELLY ROAD PO BOX 577	CHILMARK JONES PORT BEALS ISLAND SWANS	MA	02535	NO	MULTS, LOB, SMB	LOB, CFC, PEL, SCAL	YES
NCCS	2180	221217	FREEDOM	WAYNE IACONO DERRICK KELLEY	WAYNE IACONO DERRICK KELLEY	P.O. BOX 131	ISLAND	ME	04649	NO	MULTS, LOB	LOB	YES
NCCS	2245	149311	MUMS GIRLS	DWIGHT CARVER	DWIGHT CARVER	20 GRINDLE HILL ROAD	ISLAND	ME	04611	NO	MULTS	LOB	YES
NCCS	2278	223572	ANDANAM RA	JASON JOYCE	JASON JOYCE ENVIRONMENTAL BUNKER SERVICES LLC	1011 NORTH POND ROAD	ISLAND	ME	04685	PRESIDENT	MULTS, LOB, SCUP, SMB	LOB, CFC, PEL, SCAL	YES
NCCS	2325	151483	HAWSER	MATHEW THOMSON	JOSHUA MILLER	52 ROARING SPOUT ROAD 605 WEBSTER STREET	WARRENTON HARBOR MARSFIELD POND	ME	04864	NO	MULTS	LOB	YES
NCCS	2413	223738	DORCAS ANNE	JOSHUA MILLER	JOSHUA MILLER	WEBSTER STREET	MA	02050	NO	MULTS, SMB	LOB, FLUK	YES	
NCCS	47880	233517	DAKINI	JOHN STOTZ	JOHN STOTZ	PO BOX 131	ME	04564	NO	MULTS, LOB, SMB	LOB	YES	

CP	47890	147166	SEA-NILE	FREDERICK J MALCARNE	FREDERICK J MALCARNE	55 PLAINS ROAD 26	ESSEX	CT	06426	NO	MULTS, SMB	COMMO N POOL	
CP	47914	233854	FINLANDER	TIMOTHY T RIDER	TIMOTHY T RIDER	EVERGREEN DRIVE 40	SACO	ME	04072	NO	MULTS	COMMO N POOL	
CP	47928	152170	UNNAMED	JIM LAMARCHE	JIM LAMARCHE	CARRIAGE LANE	BEDFO RD	NH	03110	NO	MULTS	COMMO N POOL	
NCCS	48020	310150	KRISTIN & MICHAEL	JASON MITSCELE	GREAT LEDGE FISHERIES LLC	28 OAKWOOD DRIVE	SOUT H PORTL AND	ME	04106	NO	MULTS, LOB	LOB	YES

EXHIBIT L: SIGNATURES

