

1 SECTOR OPERATIONS PLAN AND AGREEMENT

2 This NORTHEAST FISHERY SECTOR OPERATIONS PLAN AND AGREEMENT (this “Agreement”) is entered  
3 into as of February 1, 2017 (the “Effective Date”), by and among XI Northeast Fishery Sector, Inc. (“NEFS  
4 XI”) and each of the Sector members identified on the attached Exhibit C.

5 **Recitals**

6 A. Pursuant to “Amendment 16” to the Northeast Multispecies Fishery Management Plan and  
7 implementing regulations promulgated by the National Marine Fisheries Service (“NMFS”), a group of  
8 persons holding limited access multispecies vessel permits may form self-selecting voluntary sectors for  
9 fishery management. As a condition to forming a sector under Amendment 16, the persons wishing to  
10 do so must enter into a binding sector operations plan and agreement that contains the required  
11 elements.

12 B. The parties to this Agreement wish to form a self-selecting voluntary sector under Amendment 16  
13 and to do so are voluntarily entering into this Agreement for **Fishing Year 2017 (May 1, 2017-April  
14 30, 2018) and Fishing Year 2018 (May 1, 2018-April 30, 2019)**.

15 **Agreement**

16 Now therefore, for and in consideration of the agreements, covenants, rights and obligations set forth  
17 herein and the mutual benefits anticipated by the Members under this Agreement, the receipt and  
18 sufficiency of which is hereby acknowledged, the Members and Sector hereby agree as follows:

19 1. Sector Name. The organization described under this Agreement shall be called the XI  
20 Northeast Fishery Sector, Inc. This is a non-profit organization incorporated in Massachusetts on May  
21 26, 2009 and therefore may be held liable for violations committed by its members.

22 2. Sector Eligibility and Membership. To be eligible to be a member of the Sector, a  
23 person must hold a Limited Access Northeast multi-species permit and meet all other Sector eligibility  
24 requirements as established from time to time by the Sector’s Board of Directors (the “Board”). Any  
25 person wishing to become a Sector member must submit an application no later than sixty (60) days  
26 prior to the annual deadline by which Sector contracts must be submitted to NMFS. Sector membership  
27 shall be effective upon admission of a member by the Board and acceptance by execution by such  
28 member of the Sector’s Membership Agreement. Subject to the automatic renewal provisions of  
29 Section 12 below, and the disciplinary expulsion provisions of Section 13 below, Sector membership

1 shall expire at the conclusion of each fishing year, unless renewed by the Board in accordance with the  
2 Sector's Bylaws and this Agreement. The Sector's members (the "Members"), such Members' "Limited  
3 Access Multispecies Permit" (LA MS) as identified by its "Moratorium Rights Identifier" (MRI), and the  
4 vessels that will harvest the Sector's Amendment 16 allocations are identified on the attached **Exhibit C**,  
5 which may be amended from time to time in accordance with this Agreement and the Sector's Bylaws.

6                   2.1. Rule of Three Requirement: Amendment 16 to the NE multispecies FMP  
7 defines a sector as a group of three or more persons, none of whom have an ownership interest in the  
8 other two persons in the sector. This criterion has been fulfilled for FY 2017 with permit 321079 under  
9 the distinct ownership of Ocean Pride Corporation, permit # 231481 under the distinct ownership of  
10 Katie Rue LLC, and permit # 149374 under the distinct ownership of Parental Guidance Inc.  
11 Documentation of fulfillment of this criterion for FY 2018 will be located in **Exhibit I** of this Agreement  
12 and will be furnished by the Sector in accordance with NMFS guidance and schedule pertaining to bi-  
13 annual operation plan submission.

14                   3. Member and Vessel Permits. The attached **Exhibit D** is provided in accordance with  
15 the requirements of Amendment 16 that all state and federal permits held by Members or assigned to  
16 Members' vessels be disclosed in each sector's annual operations plan. Documentation of fulfillment of  
17 this criterion for FY 2018 will be located in **Exhibit I** of this Agreement and will be furnished by the  
18 Sector in accordance with NMFS guidance and schedule pertaining to bi-annual operation plan  
19 submission.

20                   4. Sector Allocation and Exemptions. Each Member shall take all actions and execute all  
21 documents necessary to obtain the Sector's Amendment 16 annual catch entitlement ("ACE"). The  
22 Sector shall request all universal exemptions granted to sectors under Amendment 16 and relating  
23 multispecies implementing regulations; and any special exemptions the Board deems appropriate. The  
24 special exemptions initially requested by the Sector are identified on the "Harvesting Rules" attached  
25 hereto as **Exhibit A**.

26                   5. Distribution of Sector ACE. Each Member acknowledges that the Sector's ACE is  
27 composed of allocations for each species of Northeast multispecies groundfish allocated by Amendment  
28 16 (each such species being an "Allocated Species"), and any subsequent Framework or Amendment.  
29 Subject to the terms and conditions of this Agreement, each Member shall be entitled to harvest or  
30 transfer an amount of the Sector's ACE, as adjusted by the Sector for retainages including but not



1 <http://corp.sec.state.ma.us/corpweb/corpsearch/CorpSearch.aspx>

2 7. Consolidation Plan. The Sector's ACE shall be harvested in accordance with the terms  
3 and conditions of this Section 7.

4 7.1. Harvest Share Reserve. Each Member acknowledges that under NMFS  
5 regulations, the Members' aggregate harvest of the Sector's ACE may not exceed the Sector's ACE  
6 allocation, as adjusted by transfers of ACE between the Sector and other sectors. Each Member further  
7 acknowledges that under NMFS regulations, each Member may be held jointly liable for fines, penalties  
8 and forfeitures related to the Sector's ACE being overharvested. Each Member therefore authorizes the  
9 Manager to annually establish a reserve of each Allocated Species in the amount the Manager deems  
10 necessary to insure the Sector's ACE is not over-harvested (the "Reserve"). The Reserve for each  
11 Allocated Species shall be established by assessing the Members' Harvest Shares for such Allocated  
12 Species on a pro rata basis, according to their Harvest Share percentages for each such species. The  
13 amount of each Member's Harvest Share available for harvest or transfer shall be net of the amount  
14 assessed for the Reserve. The Reserve shall be managed under a "Deemed Value System" ("DVS") by  
15 the Manager in accordance with the terms and conditions adopted by the Board from time to time. If  
16 the Board requires that Members pay for distributions from the Reserve, the DVS payments received by  
17 the Sector shall be distributed to the Members after the close of fishing for the year on a pro rata basis,  
18 such that each Member receives a share of the total amount paid for distributions of each Allocated  
19 Species from the Reserve proportionate to the amount of such Allocated Species each Member  
20 contributed to the Reserve.

21 7.2. Harvest Share Use. Only Members that notify the Manager in writing on or  
22 before [INSERT DATE] (the "Notification Date"), and on or before any succeeding Notification Dates  
23 established by the Board for FY 2017 and FY 2018 thereafter of their intention to harvest Sector ACE  
24 ("**Active Members**") may harvest Sector ACE. Each Member's notice that such Member intends to  
25 harvest Sector ACE shall identify the vessels which will be used for such harvest. **Non-Active Members**  
26 shall not harvest Sector ACE, including without limitation, their own Harvest Share. No **Active Member**  
27 shall harvest an amount of Sector ACE in excess of their Harvest Share. Harvest of each **Active**  
28 **Member's** Harvest Share shall be subject to all NMFS and other management regulations generally  
29 applicable to the Sector's ACE (including but not limited to seasonal apportionments and area harvest  
30 restrictions) on a discreet, individual basis; i.e., no greater percentage of each Member's Harvest Share  
31 may be harvested in any season or area than the percentage of the related Sector ACE allocation

1 permitted to be harvested in such season or area. The Manager may impose and enforce additional  
2 restrictions on each **Active Member's** harvest of Sector ACE authorized by this Agreement or adopted by  
3 the Board.

4 7.2.1. Non-Active Members. The Members acknowledge that  
5 **Active Members** are assuming certain costs and risks associated with harvesting the Sector's ACE on  
6 behalf of the **Non-Active Members**, and that the **Active Members** are making certain financial  
7 contributions to the Sector that are not made by **Non-Active Members**. Obligations assumed by **Active**  
8 **Members** that are not imposed on **Non-Active Members include**, but are not limited to payments of the  
9 initial Membership Fee, and paying Network and Sector fees in connection with landings of catch  
10 harvested under the Sector's ACE. In consideration for the **Active Members** assuming these costs, risks  
11 and fee obligations, each **Non-Active Member** shall:

12 A. Not fish in any ACE-accountable fisheries;

13 B. Participate only as a transferor with regards to transfer of such  
14 member's Harvest Share within the sector. However, a **Non-Active Member** may act as a  
15 transferee through an Inter-Sector transfer of ACE provided the transaction results in a  
16 net increase of this Sector's ACE.

17 C. Not have access to information on FishTrax, or other Sector  
18 specific tools, other than the information necessary to track the balance of such  
19 Member's Harvest Share, and specifically, shall not have access to Harvest Share Offers or  
20 Permit Offers posted on behalf of Members;

21 D. Not have the Rights of First Offer on Sector Harvest Share and  
22 the related Sector ACE extended to **Active Members**, which may be adopted or amended  
23 from time to time by the Board under Section 7.3, and shall not have a right of first  
24 refusal on Permits extended to **Active Members**, which may be adopted or amended  
25 from time to time by the Board under Section 15;

26 E. Pay Sector Operating Fees on the net amount of Sector ACE  
27 transferred out of the Sector by such Member, and pay the Network Fee on the net  
28 amount of Sector ACE transferred out of the NEFS Sectors by such Member.

1                               7.3. Harvest Share Transfer. Subject to the terms and conditions of this  
2 Agreement, each Member may transfer some or all of such Member’s Harvest Share to one or more  
3 **Active Member(s)** on such terms and conditions as the transferor Member and the transferee **Active**  
4 **Member(s)** may agree. No transfer of a Member’s Harvest Share shall become effective until the  
5 Manager has received actual notice of such transfer. No Member may transfer any portion of such  
6 Member’s Harvest Share, or interest in the Sector’s ACE, to any person other than an **Active Member**  
7 unless the Board first authorizes such transfer in writing. Any such transfer shall be subject to such  
8 terms and conditions as the Board may adopt from time to time, including but not limited to  
9 establishment of procedures to implement a Right of First Offer (the “ROFO”) that is extended to **Active**  
10 **Members** of the Sector, **Active Members** of other Northeast Fishery Sectors, and certain other parties in  
11 accordance with the terms and conditions established by the Board. Without limiting the foregoing, the  
12 Sector Board of Directors may condition, review, approve and restrict transfers of Harvest Shares to  
13 non-Members as it deems necessary to promote the harvest of the Sector’s entire ACE allocation and  
14 ensure that the Sector’s management and administrative costs can be recouped through reasonable  
15 Sector membership fees established by the Board.

16                               7.4. Harvesting Rules and Fishing Plan. The Board may from time to time adopt  
17 such restrictions on harvest of the Sector’s ACE as the Board deems necessary to ensure the Sector’s  
18 compliance with Amendment 16 and related implementing regulations (such restrictions referred to  
19 hereafter as “Harvesting Rules”). The Harvesting Rules are set forth on **Exhibit A**. Each **Active Member**  
20 shall conduct their harvest of the Sector’s ACE in strict compliance with the Harvesting Rules. Each  
21 Member shall exercise their best efforts to ensure such Member’s Harvest Share is harvested in  
22 accordance with the Harvesting Rules. The Manager shall annually develop a Sector fishing plan that  
23 promotes harvest of the Sector’s ACE in accordance with the Harvesting Rules and shall make the Fishing  
24 Plan available to Active Members prior to the commencement of the fishing season.

25                               7.5. Re-direction of Effort. During FY 2015, NEFS XI vessels switched fishing  
26 efforts into the following fisheries:

- 27                               • Fishery: Monkfish (gear: gillnet)
- 28                               • Fishery: Spiny Dogfish (gear: gillnet)
- 29                               • Fishery: Squid, Atlantic Mackerel and Butterfish (gear: trawl)
- 30                               • Fishery: Atlantic Sea Scallop (gear: dredge)
- 31                               • Fishery: Other Northeast Multispecies (gear: trawl)
- 32                               • Fishery: Summer Flounder (gear: trawl)

- Fishery: Atlantic Herring (gear: trawl)
- Fishery: Skate (wings & bait) (gear: trawl & gillnet)
- Fishery: American Lobster (gear: pots)
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During the first quarter of FY 2016, NEFS XI vessels switched effort into the following fisheries:

- Fishery: Monkfish (gear: gillnet)
- Fishery: Spiny Dogfish (gear: gillnet)
- Fishery: Squid, Atlantic Mackerel and Butterfish (gear: trawl)
- Fishery: Atlantic Sea Scallop (gear: dredge)
- Fishery: Other Northeast Multispecies (gear: trawl)
- Fishery: Summer Flounder (gear: trawl)
- Fishery: Atlantic Herring (gear: trawl)
- Fishery: Skate (wings & bait) (gear: trawl & gillnet)
- Fishery: American Lobster (gear: pots)

During FY 2017 & FY 2018, NEFS XI anticipates similar redirection of effort to the fisheries listed above,

#### 7.6. Sector Vessel Interactions with Allocated Species in Non-Amendment 16

Fisheries. NMFS will account for Member harvests of Allocated Species as harvests of the Sector's ACE, regardless of whether such harvests are made during directed groundfish fishing trips or during other fishing trips, unless the Allocated Species harvest is managed under another management plan or as a sub-component annual catch limit ("ACL") of Amendment 16 Allocated Species. Each **Active Member** shall report every fishing trip by such Member to the Manager prior to sailing, for determination whether the related Allocated Species harvest must be accounted for to NMFS as harvest of the Sector's ACE.

Consolidation and Redistribution of ACE: Scientific recommendations and new Magnuson requirements will influence the level of consolidation that will take place in the groundfish fishery. The Sector members intend to utilize sector management to mitigate excessive consolidation that may occur in the effort controlled system where overall management measures are based upon the weakest stocks. In FY 2016, 27% of the permits enrolled in the NEFS XI for FYs 2017 and 2018 are attached to vessels actively fishing for NE multispecies. For FYs 2017 and 2018, the NEFS XI sector has 52 permits currently enrolled. Of those permits 14 are anticipated to actively fish for NE multispecies in FYs 2017 and 2018. While these numbers may change, the NEFS XI sector expects that, compared to FY 2016, there would be no change from the consolidation that previously occurred among the members during FY 2016. The member permits that are not attached to active NE multispecies vessels in FYs 2017 and 2018 are the same permits that did not fish in FY 2016. In all cases, a member who owns multiple permits fished the

1 ACE (or DAS if in the common pool) of all those permits on fewer hulls and will now continue to fish the  
2 ACE contributed by all those permits on fewer hulls, resulting in no additional consolidation.

3

4           8. Release of Catch Data. Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens  
5 Fishery Conservation and Management Act, 16 U.S.C. §1881a(b)(1)(F), the undersigned hereby  
6 authorizes the release to the Manager of XI Northeast Fishery Sector, Inc.; Program Director of  
7 Northeast Sector Service Network, and the FishTrax Programmer, of information that may be or is  
8 considered to be confidential or privileged by the Magnuson-Stevens Act or other federal law regarding  
9 the catch of various species of fish associated with the limited access Northeast multispecies permit with  
10 the Moratorium Right Identifiers (MRIs) enrolled in the sector submitted to the National Marine  
11 Fisheries Service that the undersigned has authority to access. This information includes data required  
12 to be submitted or collected by NOAA Fisheries, including but not limited to days-at-sea allocation and  
13 usage, vessel trip reports, dealer reports, Northeast Fishery Observer Program data, information  
14 collected for conservation and management purposes, catch and landings history data, at-sea  
15 monitoring data, VMS information, Monkfish DAS balances in SIMM and all other information associated  
16 with the vessel, MRI #, and/or permit records.

17           9. Catch Monitoring and Reporting. Each **Active Member** shall comply with all catch  
18 monitoring and reporting requirements established by the Manager, which may include but are not  
19 limited to maintaining and filing copies of accurate catch logs, carrying fishery observers, installing and  
20 operating electronic vessel and catch monitoring equipment, delivering fish only at pre-approved  
21 landing stations at pre-approved times, and completing and filing accurate delivery reports on a timely  
22 basis. Without limiting the foregoing, each **Active Member** shall submit on a timely basis all catch  
23 information as required by and necessary for the Manager to complete and file the Sector's weekly  
24 reports. Each **Active Member's** harvest of Sector ACE shall be calculated and tabulated in accordance  
25 with the catch accounting measures established by NMFS with respect to the Sector's ACE. Absent  
26 manifest error, the catch and delivery information produced by the Manager shall be presumed  
27 accurate, and absent manifest error, each Member's obligations under this Agreement and all related  
28 documents may be enforced to their fullest extent on the basis of such information.

29           10. Breach and Remedies for Breach. The benefits associated with Sector membership  
30 will only accrue to the Members if each of them strictly complies with this Agreement. Each Member  
31 will make significant operational and financial commitments based on this Agreement, and any

1 Member's failure to fulfill any of its obligations under this Agreement could have significant adverse  
2 consequences for some or all other Members. Any failure by a Member to fulfill any of its obligations  
3 under this Agreement shall constitute a breach of this Agreement. Each Member shall be bound by the  
4 procedures set forth in this Section for determining whether a Member has breached this Agreement.  
5 The Sector shall be entitled to the remedies set forth in this Section if a Member is determined by the  
6 Sector to have breached this Agreement. Each Member shall take all actions and execute all documents  
7 the Manager deems necessary or convenient to give effect to the provisions of this Section.

8                   10.1. Liquidated Damages Schedule and Schedule Amendments. The loss, costs  
9 and damages which may be suffered or incurred by Members as the result of any Member harvesting  
10 Sector ACE in excess of the amount such Member is authorized to harvest under this Agreement, or  
11 otherwise breaching this Agreement, will be difficult to calculate. The loss, costs and damages the  
12 Members and the Sector could suffer as the result of a Member harvesting more Sector ACE than its  
13 Harvest Share, or otherwise breaching this Agreement, are likely to substantially exceed the market  
14 value of the excess harvest. Consequently, the Sector may impose and assess upon any breaching  
15 Member the liquidated damages amounts as established under Section 10.3, below.

16                   10.2. Enforcement Committee. Not less than one hundred twenty (120) days  
17 prior to each annual Northeast multispecies groundfish season opening date (the "Season Opening  
18 Date"), the Manager shall call a meeting of the Board to appoint the Enforcement Committee for the  
19 upcoming year, and to address any other matters of Sector business properly before the Board. The  
20 Board shall meet for those purposes not less than ninety (90) days prior to the Season Opening Date,  
21 and at such meeting shall appoint an Enforcement Committee composed of five (5) persons. If the  
22 Board fails to do so, the Manager shall appoint the Enforcement Committee. The Enforcement  
23 Committee shall assist the Manager in setting and updating the liquidated damages amounts for  
24 breaches of this Agreement and shall hear and decide Members' appeals of the Manager's contract  
25 breach determinations and liquidated damages assessments.

26                   10.3. Liquidated Damages Base Value and Multiplier Adoption. Not less than  
27 sixty (60) days prior to each annual Season Opening Date, the Manager shall establish the market value  
28 of an unprocessed pound of each Allocated Species (each such value being a "Base Value"), and transmit  
29 such Base Values to the Enforcement Committee. In establishing such Base Values, the Manager may  
30 take into account both the direct costs and the opportunity costs associated with an over-harvest of the  
31 relevant species. Not less than thirty (30) days prior to each annual Season Opening Date, the

1 Enforcement Committee, in consultation with the Manager, shall adopt Base Values and Base Value  
2 multipliers, and the liquidated damages amounts for breaches of this Agreement other than over-  
3 harvest of a Member's Harvest Share, which shall be based on the Enforcement Committee's estimate  
4 of the losses that the Sector and its Members could be expected to suffer as a result of such breaches.  
5 Because the damages suffered by one or more other Sector Members as the result of a Member  
6 harvesting an amount of Sector ACE in excess of its Harvest Share are likely to substantially exceed the  
7 market value of the excess harvest, the Base Value multipliers shall not be less than three (3). Upon the  
8 Enforcement Committee's adoption of Base Values and Base Value multipliers, such Base Values and  
9 Base Value multipliers will be the basis for calculation of damages for unreconciled Harvest Share  
10 overages.

11                   10.4. Liquidated Damages Calculation. The liquidated damages amount for each  
12 pound by which a Member's harvest of an Allocated Species exceeds such Member's Harvest Share for  
13 such species shall be the relevant Base Value, multiplied by the relevant liquidated damages multiplier.  
14 The liquidated damages amounts for breaches of this Agreement, other than over-harvest of a  
15 Member's Harvest Share shall be as provided on **Exhibit E**.

16                   10.5. Notice to Vessel Masters; Assumption of Liability. Each vessel harvesting a  
17 Member's Harvest Share, or participating in a fishery that may require utilization of a Member's Harvest  
18 Share (i.e., non-exempt monkfish), will be under the day-to-day command of the vessel's master who  
19 will to a significant degree have control over whether the vessel is operated in compliance with this  
20 Agreement. Each Member shall ensure that the master(s) of the vessel(s) harvesting such Member's  
21 Harvest Share are aware of the terms and conditions of this Agreement governing the harvest of such  
22 Member's Harvest Share, including without limitation the Harvesting Rules, and shall have confirmed  
23 their agreement to abide by such terms in writing. Each Member assumes all liability under this  
24 Agreement arising out of or related to the actions of the master(s) operating such Member's vessel(s).

25                   10.6. Liquidated Damages Security. The Board may require that a Member that  
26 has two (2) or more NMFS fishing regulation violations, or which has breached this Agreement or  
27 another sector's operations plan on two (2) or more occasions, post a bond or obtain a letter of credit  
28 securing such Member's payment and performance obligations under this Agreement in such amounts  
29 as the Board deems appropriate, or may require such Member to personally guaranty, and/or have  
30 other Members or third parties personally guaranty, such Member's payment and performance  
31 obligations under this Agreement.

1                   10.7. Manager Action in Response to Apparent Breach. The Manager shall  
2 monitor the Members' compliance with the terms and conditions of this Agreement. If the Manager  
3 becomes aware of an apparent breach of this Agreement by a Member, the Manager shall investigate  
4 the matter, and if the Manager concludes that a Member has breached this Agreement, the Manager  
5 shall notify such Member of the apparent breach and (if such breach is reasonably susceptible of cure)  
6 provide such Member with an opportunity to cure the breach. If such Member fails to demonstrate to  
7 the Manager, in the Manager's sole and absolute discretion, that no breach occurred, or to cure the  
8 breach within the time period directed by the Manager, taking into account the magnitude of the  
9 breach and the potential consequences of the breach for the Sector and the other Members, the  
10 Manager shall notify the Member in writing that the Manager is referring the alleged breach to the  
11 Enforcement Committee, and shall notify the Enforcement Committee in writing of the alleged breach  
12 and the proposed liquidated damages. Pursuant to Section 14, below, if during the investigation, notice  
13 and cure period described above, the Manager concludes it is necessary for the protection of the  
14 interests of the Sector and its Members, the Manager may issue a "Stop Fishing Order" to the Member  
15 in apparent breach, and if such Member fails to cause the vessels harvesting its Harvest Share to  
16 immediately stop fishing, the sector manager may take any action he/she deems necessary including  
17 without limitation, self-help or court action which may include the seeking of injunctive relief.

18                   10.8. Member Appeals. A Member receiving notice of an alleged breach and  
19 proposed liquidated damages shall have five (5) days from the date that the Member receives the notice  
20 to request an appeal hearing before the Enforcement Committee. If a Member fails to request a hearing  
21 within such 5-day appeal period, the Member's right of appeal shall expire, the Member shall be  
22 deemed to have breached this Agreement in accordance with the Manager's determination, and the  
23 Member shall be obligated to pay the related liquidated damages. If a Member timely requests an  
24 appeal hearing, the Manager shall consult with the Enforcement Committee and schedule an  
25 Enforcement Committee meeting for that purpose. The Enforcement Committee shall make reasonable  
26 efforts to schedule the meeting at a time and place such that the Member requesting the appeal is able  
27 to attend, and shall provide the Member with at least thirty (30) days advance written notice of the time  
28 and place of the meeting. At such meeting, the Enforcement Committee shall provide the Manager with  
29 an opportunity to present evidence of the apparent breach, and shall provide the Member in apparent  
30 breach with a reasonable opportunity to rebut such evidence. Per Section 9, above, the catch and  
31 delivery data produced by the Manager shall be presumed accurate, and, absent manifest error, each  
32 Member's obligations under this Agreement and all related documents may be enforced to their fullest

1 extent on the basis of such data. If the Enforcement Committee determines that a Member breached  
2 this Agreement, the Sector shall have the right to collect from such Member the liquidated damages  
3 amount provided for such breach under this Agreement.

4           10.9. Voluntary Compliance. In connection with breaches of this Agreement for  
5 which a Member is liable to the Sector or other Sector Members for liquidated damages, the Sector shall  
6 provide the breaching Member fifteen (15) days prior notice of its intent to exercise its rights of  
7 collection, during which period the Member may propose an alternative method of compensating the  
8 Sector and other Sector Members for the damages suffered as the result of such Member's breach. The  
9 Enforcement Committee may approve or disapprove any alternative form of compensation in its sole  
10 discretion, provided that if the breach at issue is an overharvest of a Member's Harvest Share, there  
11 shall be no liquidated damages imposed if the Member in breach obtains sufficient Harvest Share from  
12 other Members to offset the overharvest, and tenders conclusive evidence to that effect to the  
13 Enforcement Committee. Such Member shall nevertheless remain liable for the costs and fees incurred  
14 by the Sector in connection with the alleged breach, and the Sector shall be entitled to collect such costs  
15 and fees if such Member fails to pay the same within ten (10) days of receiving the Sector's demand for  
16 payment.

17           10.10. Liquidated Damages Collection and Related Expenses. If a Member fails to  
18 resolve a breach of this Agreement through voluntary compliance measures approved by the  
19 Enforcement Committee and performed by such Member on a timely basis, the Member in breach shall  
20 pay the liquidated damages amount assessed by the Sector within ten (10) days of the end of the  
21 voluntary compliance period described in Section 10.9, above. Liquidated damages amounts not paid  
22 when due shall accrue interest at a rate of interest equal to the prime rate of interest announced by  
23 Bank of America, or such other bank as the Board may select from time to time, as of the last day of the  
24 voluntary compliance period plus twelve percent (12%). If a Member fails to pay the liquidated  
25 damages amount assessed by the Enforcement Committee with interest within thirty (30) days of the  
26 end of the voluntary compliance period described in Section 10.9, above, the Sector may pursue legal  
27 action to collect the liquidated damages. In addition, in connection with Member breaches resulting  
28 from an over-harvest of a Member's Harvest Share, the Sector (acting through the Enforcement  
29 Committee) may take possession of an amount of the Member in breach's Harvest Share for the  
30 overharvested species for the year in which the contract breach occurred and, if necessary, in  
31 subsequent years, in a total amount equal to three (3) times the amount of such over-harvest, provided

1 that the amount of a Member's liability to the Sector for over-harvest shall be reduced proportionately  
2 to the extent that the Sector does so. In addition to liquidated damages, the Sector shall be entitled to  
3 all fees, costs and expenses, including attorney's fees, actually incurred by the Sector in connection with  
4 any action to collect liquidated damages from a Member in breach of this Agreement, whether or not  
5 the Sector prevails in such action.

6                   10.11. Consequential Damages for Gross Negligence or Willful Misconduct. In  
7 addition to the liquidated damages imposed under this Section 10, each Member shall be liable for  
8 consequential damages in connection with a breach of this Agreement resulting from the Member's  
9 gross negligence or willful misconduct. Each Active Member shall be liable for the consequential  
10 damages arising out of or related to the gross negligence or willful misconduct of the captain operating  
11 such Active Member's vessel(s).

12                   10.12. Distribution of Damages. Where a Member's breach causes one or more  
13 other Members to harvest less than their Harvest Share, damages awarded to the Sector under this  
14 provision shall first be distributed *pro rata* among the Members whose harvest was reduced, with each  
15 Member receiving a fraction of such funds, the numerator of which is the amount by which such  
16 Member's catch was less than such Member's allocation or apportionment, and the denominator of  
17 which is the sum of the aggregate amount of by which all Members' allocations or apportionments were  
18 reduced as a result of the breach, up to the amount of loss suffered by each such Member as the result  
19 of the breach. Any damages awarded to the Sector in excess of those distributed to other Members  
20 under this Section, and any damages awarded in connection with a breach which does not cause any  
21 other Member's allocation or apportionment to be reduced, shall be retained by the Sector and applied  
22 to the costs of Sector operations.

23                   11. Joint Liability and Indemnification. Each Member acknowledges that the Sector's  
24 Members may be held jointly liable for ACE overages, discarding of legal-sized fish and misreporting of  
25 catch landings or discards. Further, each Member acknowledges that should a hard total allowable  
26 catch ("TAC") allocated to the Sector be exceeded in a given fishing year, the Sector's allocation will be  
27 reduced by the overage in the following fishing year, and the Sector, each vessel participating in the  
28 Sector and each vessel operator and/or vessel owner participating in the Sector may be charged, as a  
29 result of said overages, jointly and severally for civil penalties and permit sanctions pursuant to 15 C.F.R.  
30 Part 904, and that if the Sector exceeds its TAC in more than one (1) fishing year, the Sector's ACE may  
31 be permanently reduced or the Sector's authorization to operate may be withdrawn.

1 In consideration of the foregoing, each Active Member agrees to indemnify, defend and hold the Sector  
2 and all other Members harmless from and against all liabilities, claims, fines, penalties and forfeitures of  
3 any nature whatsoever arising out of or related to any breach of this Agreement related to such Active  
4 Member's harvest of Sector ACE, and each Member agrees to indemnify, defend and hold the Sector  
5 and the other Members harmless from and against all liabilities, claims, fines, penalties and forfeitures  
6 of any nature whatsoever arising out of or related to such Member's breach of this Agreement. Each  
7 Member's indemnification obligation under this Section 11 is separate from and in addition to each  
8 Member's liquidated damages and consequential damages obligations under Section 10, above. Each  
9 Member authorizes the Board to require that a Member's obligations under this Section 11 be secured  
10 by a surety.

11           12. Membership Termination. No Member may terminate its membership in the Sector  
12 other than in accordance with this Section 12. A Member that has agreed to join the Sector prior to the  
13 Effective Date may withdraw from Sector membership prior to the Effective Date without penalty or  
14 prejudice. Thereafter, only a Member that is not in breach of this Agreement and that has no  
15 outstanding Sector performance or payment obligations may terminate its membership in the Sector,  
16 and may do so only in compliance with the terms and conditions of this Section 12. Notwithstanding the  
17 foregoing, the Board may terminate the membership of a Member in breach of its payment or  
18 performance obligations under this Agreement, as the Board deems appropriate in its sole discretion.

19 Subject to the provisions of this Section 12 regarding withdrawal prior to the Effective Date, above, a  
20 Member that is eligible to terminate such Member's Sector membership may do so only by providing  
21 written notice to that effect to all other Members on or before April 30<sup>th</sup> or such date as the Board may  
22 from time to time establish for that purpose (the "Termination Date") each fishing year. A Member that  
23 fails to provide such notice by the Termination Date shall be deemed to have automatically renewed its  
24 Sector membership for the following year, and all other Members shall be entitled to act in reliance on  
25 such renewal accordingly. If any Member provides a membership termination notice by the  
26 Termination Date, each of the other Members shall have ten (10) days from the date they receive such  
27 notice to terminate their membership as well, notwithstanding the Termination Date notice deadline.  
28 Termination of membership in the Sector shall be effective as of the final day of the current fishing year.

29 If a Member is in breach of this Agreement or has outstanding Sector payment or performance  
30 obligations as of the Termination Date, unless the Board takes action to terminate such Member's  
31 membership, such Member's membership shall be deemed renewed for the following year,

1 notwithstanding any notice of withdrawal such Member may give, and the Sector shall have the  
2 authority to file an application for a Sector allocation including such Member as a Member of the Sector.  
3 Each Member hereby grants the Sector a power-of-attorney, coupled with an interest, for such  
4 purposes, and authorizes each of the Sector's officers to take any and all actions and execute any and all  
5 documents necessary or convenient to give effect to this provision.

6 Termination of membership shall not relieve a person or entity of any obligations under this Agreement  
7 related to the period during which such person or entity was a Member, including but not limited to  
8 liquidated damages obligations for breach of this Agreement, consequential damages obligations for  
9 breaches resulting from acts of gross negligence or willful misconduct, or indemnification obligations  
10 related to such person or entity's actions as a Member.

11           13. Expulsion. A Member may be expelled from the Sector at any time for: (i) a knowing,  
12 willful breach of this Agreement; (ii) any alleged breach of this Agreement that is either not appealed  
13 pursuant to Section 10.8, or is upheld by the Enforcement Committee after being appealed, and which  
14 such Member fails to cure through voluntary compliance approved by the Enforcement Committee  
15 pursuant to Section 10.9, or by paying liquidated damages in accordance with Section 10.10; (iii)  
16 perpetrating a fishery regulation violation that exposes Sector Members to joint liability for such  
17 violation. A Member shall be immediately and automatically expelled from the Sector if such Member  
18 ceases to be eligible to participate in the Sector or if such Member engages in conduct that exposes the  
19 Sector or other Sector Members to antitrust or unfair trade practice liability. As of the date of expulsion,  
20 the expelled Member shall lose all rights to harvest any portion of the Sector's ACE unless the expelled  
21 Member is re-admitted. Expulsion shall not relieve a Member of the obligation to pay fees that were  
22 levied prior to the date of expulsion, or to pay liquidated damages and costs and fees related to an  
23 action or omission by the expelled Member that preceded the date of expulsion. The Sector shall notify  
24 NMFS immediately upon a Sector Member's expulsion; by electronic email, followed by posted mail.

25           14. Stop Fishing Order; Injunctive Relief. Sector members may be held jointly and  
26 severally liable if (a) a Sector exceeds its ACE, (b) a Sector member discards legal-sized fish, or (c) a  
27 Sector member misreports landings or discards. If a Sector exceeds its ACE in a given fishing year, the  
28 Sector's allocation may be reduced by the overage in the following fishing year, and the Sector, each  
29 vessel, and vessel operator and/or vessel owner participating in the Sector may be jointly and severally  
30 liable for civil penalties and permit sanctions pursuant to 15 C.F.R. Part 904 in connection with such

1 overage. In addition, if a Sector exceeds its ACE in more than one (1) fishing year, NMFS may  
2 permanently reduce the Sector's ACE or withdraw the Sector's authorization to operate.

3 The Sector will exceed its ACE only if one or more members overharvest their Harvest Share, as (subject  
4 to the provisions of Section 7.1, above) the Sector's ACE, less the Reserve, is fully distributed to the  
5 Members as their Harvest Shares. A Member's overharvest of its Harvest Share would be a breach of  
6 this Agreement for which a Member would be liable for damages. Because each incident of ACE  
7 overharvest would constitute a separate violation of the Amendment 16 regulations, and because each  
8 such incident would be treated as a prior violation by NMFS for purposes of determining appropriate  
9 fines, penalties and forfeitures in connection with a subsequent violation, the damages suffered by the  
10 Sector as a result of an overharvest by one or more Members that resulted in the Sector overharvesting  
11 its ACE would be consequential and irreparable.

12 In consideration of these circumstances, and in consideration for the Sector waiving its right to require  
13 each Member to obtain a security bond or pledge collateral to secure its obligation to the Sector to limit  
14 its harvest of Sector ACE to such Member's Harvest Share, which consideration each Member agrees it  
15 has received and is sufficient, the Members hereby agree as follows.

16                   14.1. The Sector, acting through the Manager, has the authority to issue to any  
17 Member that the Manager determines is in breach a Stop Fishing Order, and upon such issuance, such  
18 Member shall immediately cause all vessels harvesting its Harvest Share to cease doing so, and such  
19 Member shall not permit the vessels harvesting its Harvest Share to resume doing so unless and until  
20 the Manager rescinds the Stop Fishing Order. Each Member hereby releases the Sector, all other  
21 Members and the Manager from any and all liability of any nature whatsoever, including but not limited  
22 to both contractual and tort liability, for any direct or indirect, incidental or consequential losses or  
23 damages that a Member may suffer as a result of complying with a Stop Fishing Order.

24                   14.2. If any vessel(s) harvesting a Members' Harvest Share does not immediately  
25 comply with a Stop Fishing Order in accordance with its terms, the Sector may exercise remedies of self  
26 help and take any and all other action as the Sector determines necessary to enforce the Stop Fishing  
27 Order and this Agreement, including injunctive relief. In seeking injunctive relief, the Sector Manager's  
28 burden of proof (if any) shall be satisfied by A. (production of a copy of the Stop Fishing Order) and B.  
29 (evidence that the vessel continued to fish thereafter).

1 The Member shall be liable to the Sector for all losses, costs, damages, fees and expenses incurred by  
2 the Sector in connection with enforcement, including but not limited to, the costs of obtaining any bond  
3 the Sector may be required to post, whether or not the Sector prevails.

4 15. Permit Transfer/Sale. A Member may transfer a Permit to a party other than a  
5 Member, subject to a Right of First Refusal (the "ROFR"), which may be adopted or amended from time  
6 to time by the Board, in favor of **Active Members** of the Sector, **Active Members** of other Northeast  
7 Fishery Sectors, and certain other parties. No Member may transfer such Member's "LA MS" permit or  
8 "MRI" permit to a person who is not an **Active Member** unless such person assumes all of the  
9 transferring Member's obligations under this Agreement as of the effective date of such transfer. A  
10 person other than a Member who receives a Member's "LA MS" permit or "MRI" permit from a Member  
11 in accordance with this Section 15 (a "Transferee") shall only be eligible to participate in the Sector for  
12 the balance of the fishing year during which the transfer occurs, and thereafter may only remain a  
13 Sector Member if such Transferee applies for and is admitted to Sector membership in accordance with  
14 Section 2, above.

15 15.1. The Transferee shall be deemed a **Non-Active Member** of the Sector, with  
16 no rights to harvest any Sector ACE, including but not limited to the ACE allocated to the Sector in  
17 connection with the assets acquired under the Permit Offer. A Transferee wishing to acquire **Active**  
18 **Member** status during the fishing year in which the permit transfer occurred must submit a written  
19 request to the Board for consideration. The Board will have the authority to approve, conditionally  
20 approve or deny such request.

21 16. Release and Waiver of All Claims against Sector Manager; Indemnification and Hold  
22 Harmless. Each Member acknowledges that the effectiveness of this Agreement depends on the  
23 Manager exercising reasonable independent business judgment in good faith in reviewing and approving  
24 or disapproving Members' fishing plans, monitoring harvest of the Sector's ACE, and enforcing the terms  
25 and conditions of this Agreement. Each Member hereby waives and releases any and all claims against  
26 the Manager arising out of or relating to Manager's performance under this Agreement, other than  
27 those arising solely from the gross negligence or willful misconduct by the Manager, as conclusively  
28 determined by a court of final and competent jurisdiction. The Sector and the Members agree to jointly  
29 and severally indemnify, defend and hold the Manager harmless from and against any third party claims,  
30 damages, fines, penalties and liabilities of any kind whatsoever asserted against the Manager in

1 connection with the Manager's performance under this Agreement, other than those arising out of gross  
2 negligence or willful misconduct by the Manager.

3           17. Sector Membership Fees. At least thirty (30) days prior to the Effective Date, and at  
4 least thirty (30) days prior to each annual Termination Date thereafter, the Board shall notify the  
5 Members in writing of the amount of Sector membership fees that the Board has adopted for the  
6 upcoming year of Sector operations and At-Sea Monitoring costs. Member acknowledges that the Board  
7 may adopt additional fee's or modify current fee's during the duration of this agreement in order to  
8 ensure Sector operational and/or At-Sea Monitoring costs can be covered.

9           18. Binding Arbitration. Each Member and the Sector agree to exercise their best good  
10 faith commercially reasonable efforts to resolve any disputes arising under this Agreement through  
11 direct negotiations. Breaches of this Agreement which are not resolved through direct negotiation shall  
12 be submitted to binding arbitration upon the request of any party at interest. Any person nominated as  
13 an arbitrator hereunder by any person shall be a person of mature, sound and reasonable business  
14 judgment and experience and either have (a) held a federal fishing master license for at least ten (10)  
15 years, or (b) been an attorney at law practicing in the area of fisheries for at least ten (10) years.

16 The party's written request for arbitration shall include the name of the arbitrator selected by the party  
17 requesting arbitration. The respondent party shall have ten (10) days to provide written notice of the  
18 name of the arbitrator it has selected, if any. If the other party timely selects a second arbitrator, the  
19 two arbitrators will jointly select a third arbitrator within ten (10) days. If the other party does not  
20 timely select the second arbitrator, there shall be only the one arbitrator. The single arbitrator or the  
21 three (3) arbitrators so selected will schedule the arbitration hearing as soon as possible thereafter. Any  
22 arbitrator must have no material ties to the Sector or any Member. The decision of the arbitrator (or in  
23 the case of a three (3) arbitrator panel, the decision of the majority) will be final and binding. The  
24 arbitration will be conducted under the rules of (but not by) the American Arbitration Association. The  
25 parties will be entitled to limited discovery as determined by the arbitrator(s) in his, her or their sole  
26 discretion. All costs of arbitration shall be borne by the party requesting the same. Each party shall bear  
27 its own costs of preparation and presentation, unless, in the case of the Sector, the Board determines to  
28 assess such costs to the applicable Member, which costs shall be immediately due and payable. In no  
29 event will arbitration be available pursuant to this paragraph after the date when commencement of  
30 such legal or equitable proceedings based on such claim, dispute, or other matter in question would be  
31 barred by an applicable statute of limitations.

1 The final decision of the Arbitrators shall not be subject to review or appeal by any other person,  
2 including any court, with the exception of NMFS in its oversight role for the purposes of statutory and  
3 regulatory compliance and consistency. Any right to any such appeal is hereby irrevocably waived and  
4 relinquished. Such final decision shall bind the parties and shall not require any further action of  
5 enforcement or collection once docketed with the records of the Sector. In breach by any Member of  
6 performance thereof, the Manager may *sua sponte* and without any notice or hearing issues a Stop  
7 Fishing Order or an Order of Expulsion respecting such Member in breach.

8 The Sector shall, without limiting the foregoing rights and procedure, also have the right to enforce  
9 any decision against any Member in breach by an action for specific performance, declaratory relief, *lis*  
10 *pendens* or any other action in a court of law having jurisdiction of the parties, it being understood and  
11 agreed that the Federal court for the District of Massachusetts and the Massachusetts Superior Court  
12 for the County where the registered office of the Sector is located shall be deemed to have such  
13 jurisdiction

14           19. No Collective Marketing. The Members acknowledge that the Sector has not been  
15 formed or qualified as a collective marketing association. The Members therefore agree that nothing in  
16 this Agreement shall be construed as permitting or obligating Members to collaborate regarding the  
17 processing, marketing or sales of the product produced from catch harvested under their Harvest  
18 Shares. Each Member shall conduct all sales of such catch in competition with the other Members, and  
19 shall hold ex-vessel price information as confidential from other Members until such information  
20 becomes public or until such price information is six months old, unless and until the Sector is properly  
21 qualified under State and Federal law as a collective marketing association

22           20. Amendment and Incorporation by Reference. The Exhibits hereto and the collateral  
23 documents referred to herein are and shall all be as the same may be amended from time to time. Any  
24 amendments thereto or hereto which are approved by the Board shall, as a condition of further  
25 membership of any Member in the Sector be deemed without any requirement of acceptance, consent  
26 or execution by any such Member to have been adopted, ratified and confirmed by such Member.

**EXHIBIT A: HARVESTING RULES FOR FY 2017 and FY 2018**

The Members and the Participating Vessels of XI Northeast Fishery Sector, Inc, agree to be legally bound to follow the Harvesting Rules for the Fishing Year 2017 (May 1, 2017 to April 30, 2018) & Fishing Year 2018 (May 1, 2018 to April 30, 2019) as described herein, in accordance with all provisions of the Sectors Operations Plans and Agreement (herein “Agreement”), notwithstanding those rules and regulations applicable to the common pool Multispecies vessels. Members and the Participating Vessels of NEFS XI will fish in primarily in the Gulf of Maine though fishing may also occur to a lesser extent in Inshore Georges Bank BSA.

**1. ANNUAL CATCH ENTITLEMENT:** The members agree that they will not collectively harvest more than the Sector ACE, as adjusted by transfers, for any allocated groundfish stocks. Furthermore, the members agree that once an annual ACE is reached no member will fish commercially with any fishing gear capable of catching any of the allocated groundfish stocks or other species managed under plan within the applicable area(s): except in those situations where a member is participating in an exempted fishery, or if a plan submitted by the Sector under §648.87(b)(2)(xiv) in this document has been approved by NMFS. The Sector members may resume fishing activities if additional ACE is secured through inter-sector ACE transfer. The Annual Catch Entitlement, allocated by NMFS to NEFS XI for FY 2017 is identified in the table below:

Stock	Sector ACE:
GB Cod	
GB Cod East	430
GB Cod West	5017
GOM Cod	75562
GB Haddock	
GB Haddock East	16822
GB Haddock West	19775
GOM Haddock	204824
GB Yellowtail Flounder	7
SNE/MA Yellowtail Flounder	72
CC/GOM Yellowtail Flounder	17744
Plaice	55196
Witch Flounder	15769
GB Winter Flounder	43
GOM Winter Flounder	29348
SNE/MA Winter Flounder	278
Redfish	441071
White Hake	347952
Pollock	3542036

- 1 The Annual Catch Entitlement, allocated by NMFS to NEFS XI for FY 2018 will be identified in **Exhibit I** of  
2 this Agreement in accordance with NMFS guidance and schedule pertaining to bi-annual operation plan  
3 submission.
- 4 **2. QUOTA MANAGEMENT:** Sector vessels, the dealers to which they are delivering fish and monitors  
5 will use a PC based software for collecting data, reporting catch, landings and discards, and  
6 reporting catch area information for logbook and stock attribution purposes. The Sector will utilize a  
7 quota release program that sets forth overall sector quota (ACE) release targets by species and  
8 individual member Harvest Share targets as they relate to the Sector targets. Interim and annual  
9 targets will be considered in the development of the Sector’s Fishing Plan. The Sector Manager will  
10 monitor the trajectories to interim and annual targets for the Sectors ACE’s as well as for the  
11 individual members Harvest Shares. The Sector expects to utilize ACE Transfers to balance the  
12 Sector’s ACE during the fishing year to prevent exceeding Sector ACE and to assist Members Harvest  
13 Share management.
- 14 **3. RESERVE:** For each stock held by the Sector, the quota release program will utilize an initial target  
15 trajectory that is not to exceed 95 % for Georges Bank East Cod & Haddock and Georges Bank  
16 Yellowtail and 100 % for all other allocated stocks of the current quota held by the Sector as  
17 adjusted by ACE Transfers. The remaining 5 % for Georges Bank East Cod & Haddock and Georges  
18 Bank Yellowtail; and 0% for all other allocated stocks is the minimum aggregate total of the Reserve  
19 which will be set aside prior to harvest share distribution to Members. The Sector, through their  
20 Board, may modify the RESERVE holdback percentages for any or all stocks held by the Sector to  
21 prevent under or over harvest of the Sector’s ACE. Specifications in this section for FY 2018 will be  
22 documented in **Exhibit I** in accordance with NMFS guidance and schedule pertaining to bi-annual  
23 operation plan submissions.
- 24 **4. SLOWING CATCH:** The quota release program will incorporate a list of thresholds for both Sector  
25 ACE and member Harvest Shares, for the purposes of alerting the Sector Manager and members.  
26 Thresholds to “Slow Catch”, “Initiate Trading” and “Cease Fishing” will be incorporated into the  
27 Sector quota monitoring system. Members Harvest Shares are net from the Reserve. Therefore,  
28 Harvest Shares trajectories will be set to the Harvest Share. Once **93.5** % of any Sector ACE is  
29 attained, slowing mechanisms such as tiered landing limits that apply differential counting of quota  
30 or service fees to each tier in excess of agreed landing limits may be utilized. When such slowing  
31 mechanisms are triggered or at any time during the fishing year, the Board may direct the Sector  
32 Manager to seek additional ACE through an ACE transfer with other sectors.
- 33 **5. FULL RETENTION OF LEGAL SIZED FISH:** All legal sized fish of allocated stocks harvested during the  
34 fishing operations must be retained and counted against the Sector’s ACE allocation, unless  
35 otherwise exempted.
- 36 **6. DAYS AT SEA:** Each participating permit and participating vessel will be allocated Days-At-Sea (DAS)  
37 by the Regional Administrator. Sector Member permits will not be subject to the DAS reduction in

1 Amendment 16 for common pool vessels. Members will be required to use a DAS, as specified in  
2 controlling FMPs, when conducting fishing operations that are not exempted from DAS usage, for  
3 example, when fishing under a monkfish DAS.  
4

- 5 **7. STOCK AREA DECLARATION:** Prior to leaving port, sector vessels will declare one or more than one  
6 of the four Broad Stock Areas (BSA) as identified in Amendment 16 and relating implementing  
7 regulations.

8 **7.1 Inshore Gulf of Maine Declaration:** For the purpose of providing the Sector and its  
9 Manager with a greater understanding of the fishing patterns conducted by their  
10 members, the following reporting requirements have been crafted and adopted by the  
11 Sector in collaboration with all Northeast Groundfish Sectors in the region. These  
12 provisions afford Sectors an administrative tool to track fishing activity west of the 70:15.  
13 The implementation of the following requirements is conditioned on the adoption by all  
14 Northeast Groundfish Sectors in their FY 2017 & 2018 Operations Plans. In the event this  
15 provision is not adopted by all Northeast Groundfish Sectors the specifications below will  
16 not be implemented by this Sector.

17 **7.1.1** For the purpose of Section 7.1 of the Harvesting Rules, the portion of BSA 1 west  
18 of 70:15 to the shoreline north to the Maine Coast and South to Cape Cod would  
19 be defined as **Inshore GOM**.

20 **7.1.2 When an Observer/Monitor is onboard.** The Sector Vessel may declare and fish  
21 in all Broad Stock Areas, including the portion of BSA 1 defined as the Inshore  
22 GOM defined in this section.

23 **7.1.3 When an Observer/Monitor is NOT onboard:**

24 **A.** If the Sector Vessels intends to fish West of the 70:15 in the area described in  
25 Section 7.1.1 of these Harvesting Rules as the Inshore GOM, at any time  
26 during a trip, the vessel must declare BSA 1 only and the Sector Vessel may  
27 not conduct any fishing activity outside of the area defined as BSA 1 for the  
28 entire trip.

29 **B.** If the vessel declares more than one Broad Stock Area on a trip, the vessel is  
30 prohibited from conducting fishing activity west of the 70:15 in the area  
31 described in Section 7.1.1 of **Exhibit A:** Harvesting Rules as the inshore GOM.

32 **C.** If the Member declares more than one BSA on the trip, the Member is  
33 prohibited from conducting fishing activity west of the 70:15 in the area  
34 described above as the Inshore GOM.

35 **7.1.4** XI, Northeast Fishery Sector Board of Directors reserves the right to remove  
36 and/or modify this Inshore GOM Declaration provision at any time during the  
37 2017 and 2018 Fishing Years.

38 **7.1.5** Continuation of H.R. §7.1 in FY 2018 will be documented accordingly in **Exhibit I**  
39

- 1 **8. TRIP HAIL:** Sector vessels will comply with any Hail requirements established by the Sector and/or  
2 Agency.
- 3 **8.1 METHOD OF TRANSMISSION HAILS:** The sector vessels will be transmitting HAILS (Trip  
4 Start and Trip End) electronically via the email messaging component of their VMS units.  
5 All data necessary to the requirements will be sent in compressed formats to minimize  
6 characters and maximize message capacity directly to the Sector’s Server which will  
7 collect, store, convert and relay all data elements necessary to meet various requirements.  
8 The Sector will relay required HAILS (Trip State and Trip End) to NMFS, immediately upon  
9 receipt. In the event that the primary system is unavailable, Sector Vessels will utilize a  
10 backup system, including but not limited to, direct cell phone or radio transmission  
11 between the vessel and NMFS OR a relay through the Sector Manager.
- 12 **8.2 TRIP START HAIL:** Prior to leaving port on a trip in which the catch of allocated stocks will  
13 count against the Sectors ACE i.e. a sector trip, each Active Vessel must notify their Sector  
14 Manager that the vessel is departing on a sector trip by completing a Trip Start Hail. The  
15 Trip Start Hail (“TSH”) must include:
- 16 **8.2.1** Operator’s Permit Number  
17 **8.2.2** Vessel Trip Report (VTR) serial number  
18 **8.2.3** Whether an Observer (NEFOP) or At-Sea Monitor (ASM) is onboard  
19 **8.2.4** Usage of specific sector exemptions which require identification in the TSH  
20 **8.2.5** Usage of specific sector plan provisions which require identification in the TSH  
21 **8.2.6** Landing Port City  
22 **8.2.7** Landing State (abbreviation)  
23 **8.2.8** Estimated time and date of arrival in port  
24 **8.2.9** Estimated time and date of offloading (required **only** for trips less than 6 hours in  
25 duration **or** if fishing within 6 hours of the offload port)  
26 **8.2.10** Any comments as directed by the Sector Manager or NMFS Regional  
27 Administrator
- 28
- 29 **8.3 TSH FOR TRIPS LESS THAN SIX HOURS OR OCCURRING WITHIN SIX HOURS OF PORT:** For  
30 trips less than six hours in length or occurring within six hours of port, the estimated time  
31 of arrival to port must be provided in the Trip Start Hail (TSH). The Trip End Hail (TEH) will  
32 be sent upon completion of the last tow with required updated information. An  
33 alternative timing for the TEH may be implemented during FY 2017 or 2018 if agreed upon  
34 by the Sector, and NMFS.
- 35 **8.4 TRIP END HAIL:** The trip-end hail report must be submitted at least 6 hours in advance of  
36 landing for all trips at least 6 hours in duration or occurring more than 6 hours from port.  
37 For shorter trips, the trip-end hail reports must be submitted within sufficient in  
38 consultation with NMFS Office of Law Enforcement. An alternative timing for the trip end  
39 hail may be implemented during FY 2017 or 2018 if agreed upon by the sector, the  
40 monitoring provider, and NMFS. The trip end hail must include the following:



1 required by NERO. Sector Members will execute all documents necessary to meet legal  
2 requirements for the purpose of facilitating e-VTR service.

3  
4 **14. WEEKLY/DAILY REPORTS:** The Sector Manager, or his/her designated representative, will submit  
5 weekly or daily Sector Reports of all landings and discards by sector vessels, to NMFS. The Sector  
6 will submit required reports, using the format and procedures prescribed by NMFS. The reports  
7 required by NMFS are the *Sector Manager ACE Status Report, Sector Manager Detailed Report, and*  
8 *Sector Manager Trip Issue Report* as codified in §648.87(b)(1)(vi)(B). Specifically, the *Sector Manager*  
9 *Detailed Report* provides information down to the sub-trip level about each sector trip for a given  
10 week, regardless of completeness of the data. The information includes stock, gear, mesh  
11 categories, landing amounts, discards and total catch. The *Sector Manager Trip Issue Report*  
12 provides information about the sector trips for a given week that have enforcement or other issues.  
13 The *Trip Issue Report* allows the sector to briefly describe to NMFS any enforcement or reporting  
14 compliance issues, violations of the Sectors operations plan and regulation, and general problems  
15 with monitoring or sector operations during the reporting period. One *Trip Issue Report* is  
16 submitted per reporting period. The *Sector Manager ACE Status Report* documents the ACE status  
17 calculations, which allows NMFS to cross check totals as stipulated in Amendment 16. In the event  
18 that the Sector triggers daily reporting for a specific allocated stock, the *Sector Manager Daily ACE*  
19 *Status will* provide the mean for a sector manager to report their Sectors ACE status calculations on  
20 a daily basis if the “trigger point” i.e. thresholds specified in 14.1 have been reached during the  
21 current Fishing Year. These reports are cumulative in nature from the start of the fishing year until  
22 the current reporting week and are adjusted retroactively as data becomes available or issues  
23 documented in JIRA are resolved. JIRA is an issue tracking application implemented by NMFS, which  
24 should be used to report all data quality issues to the appropriate people for research and  
25 correction process.

26  
27 **14.1 REPORTING THRESHOLDS THAT TRIGGER DAILY REPORTING:** The reporting frequency for  
28 the sector manager’s ACE Status Report will be increased to daily when 90% of any of the  
29 sector’s ACEs is reached. The Sector Manager, or a designated representative, must notify  
30 NMFS immediately by email if the threshold that triggers daily reporting has been  
31 reached. During the period when a sector has reached or exceeded 90% of any of its ACEs,  
32 daily ACE Status and Detailed Reports must be submitted only on a day when a member  
33 vessel lands, or when the sector engages in an ACE transfer of a stock that is exceeding the  
34 90% threshold.

35  
36 An alternative threshold for triggering daily reporting may be implemented during FY 2017  
37 or FY 2018 if agreed upon by the sector and NMFS.

38  
39 **14.2 ENFORCEMENT ISSUES:** The Members acknowledge that the Sector Manager *must* include  
40 any enforcement or reporting compliance issues, including violations of Operations Plan

1 (excluding those sections identified as administrative provisions in this document as  
2 identified in **Exhibit F**); violations of regulations, or general problems with monitoring or  
3 sectors operations in their *Trip Issue Report* which is submitted to NMFS weekly.  
4

5 **15. ANNUAL REPORT:** Within sixty (60) days of the end of the fishing year the Sector Manager will  
6 submit an annual report to NMFS that summarizes: fishing activities of Members, including harvest  
7 levels of all species by sector vessels (landings and discards by gear types); enforcement actions; and  
8 any other relevant information required to evaluate the performance of the Sector. The actual date  
9 of submission will be specified by NMFS, which has been previously based in part on completeness  
10 of various data sets including but not limited to final reconciliation of ACE usage and availability of  
11 final fishing year data generated by NMFS. In addition, the Annual Report will report the number of  
12 sector vessels that fished for regulated groundfish and their permit numbers (when such disclosure  
13 does not violate protection of confidentiality); number of vessels that fished for other species;  
14 method used to estimate discards; landing port used by sector vessels while landing groundfish; and  
15 any other additional information requested by the Regional Administrator for inclusion in the  
16 Annual Report. The Sector will submit required reports using the format and procedures prescribed  
17 by NMFS.  
18

19 **16. STOCK ATTRIBUTION:** The Sector Manager will utilize landings information from each trip and apply  
20 logbook area information to calculate stock attribution ratios for all applicable species.  
21

22 **17. DISCARD RATES AND IN-SEASON DISCARD ESTIMATES:** The Sector manager (or his/her designated  
23 representative) will derive stock specific discards for each trip. If the trip is observed by either an at-  
24 sea monitor or a Northeast Fisheries Observer Program (NEFOP) observer, discards will be derived  
25 based on data collected during that trip and will account for all hauls (observed and unobserved) on  
26 that trip. If the trip is not observed, discards will be derived using the NMFS-provided discard rate  
27 resulting from the NMFS method to estimate 'in-season' discard rates, which may not include data  
28 from research trips or sector trips using certain exemptions.  
29

30 **18. RESERVED FOR FUTURE USE:**  
31

32 **19. DATA MANAGEMENT:** The sector vessels will be transmitting catch data electronically via the email  
33 messaging component of their VMS units. All data necessary for sector ACE management, including  
34 all elements of VTR logbook and daily / weekly reporting requirements will be sent in compressed  
35 formats to minimize characters and maximize message capacity. Notwithstanding reporting  
36 requirements that cannot be altered by a sectors operations plan, the **Sector's server** will be  
37 capable of collecting, storing, converting and relay all data elements necessary to meet all reporting  
38 requirements in the formats required by the recipients  
39

1 The Sector, acting through its Manager, will maintain database(s) of vessel trip reports (VTR), dealer,  
2 At-Sea (ASM), and NEFOP Observer reports. In addition, the Sector will maintain any other database  
3 it determines necessary for its operations. NMFS will maintain a NEFOP/ASM database and will  
4 provide the Sector with data from NEFOP and the ASM program.

5  
6 **20. PROOF OF SECTOR MEMBERSHIP:** Upon approval of the Sector, each sector vessel will be issued a  
7 Letter of Authorization (“LOA”), which will specify the exemptions that have been approved for the  
8 Sector. Each Member agrees that its sector vessels **must** comply with all requirements stipulated in  
9 the LOA and all applicable federal regulations and laws not specifically exempted in the LOA.

10  
11 Furthermore, Member agrees that its sector vessels shall maintain the LOA, and a copy of the  
12 Sector Agreement and Harvesting Rules on-board at all times while fishing on a ‘sector-trip’.

13  
14 **21. SECTOR SPECIFIC EXEMPTIONS:** As referenced in §4.0 of this Agreement all Sectors are granted the  
15 following **Universal Exemptions**.

16 **21.1** Exemption from all Groundfish DAS requirements, including days-at-sea (DAS)  
17 reductions, differential groundfish DAS counting, the 3/15 rule for gillnets, and 24-hour  
18 DAS counting. NE multispecies (DAS) requirements to persecute other fisheries as  
19 specified in §§ 648.92 and 648.32, 2 such as monkfish and skate continue to apply.

20 **21.2** Exemption from trip limits on NE multispecies stocks, except Atlantic halibut,  
21 windowpane flounder, ocean pout and Atlantic wolffish.

22 **21.3** Exemption from the Georges Bank Seasonal closure in May.

23 **21.4** Exemption from any additional mortality controls adopted by Amendment 16, including  
24 additional seasonal or year-round closures, gear requirements, DAS reductions,  
25 differential DAS counting, and/or restricted gear areas.

26 **21.5** The Gulf of Maine Cod Protection Closures IV and V.

27 **21.6** Exemption from the requirement to use 6.5” minimum mesh size restriction for trawl  
28 gear specified at § 648.80(a)(4)(i) when using a haddock separator or Ruhle trawl within  
29 the GB Regulated Mesh Area (RMA), provided the vessel uses a codend with at least 6”  
30 minimum mesh size.

31 **21.7** From all or a portion of ASM coverage if the vessel is fishing on a monkfish DAS with  
32 extra-large mesh gillnets (10-inch or greater mesh) **exclusively** in Inshore Georges Bank  
33 and/or Southern New England.

34  
35 In addition to the Universal Exemptions granted to all Sectors, as referenced above and in §4.0 of  
36 this Agreement, **Members agree to abide by the following obligations as specified and**  
37 **authorized in their LOA, in order to utilize these Sector Specific Exemptions. Furthermore,**  
38 **Members acknowledge that specific details pertaining to certain exemptions are located in**  
39 **Exhibit B as required by NMFS:**

- 1           **21.8**     120-Day Block Requirement Out of the Fishery for Day Gillnet Vessels:
- 2           **21.9**     20 Day Spawning Block:
- 3           **21.10**    Limitation on the Number of Gillnets for Day Gillnet Vessels:
- 4           **21.11**    Limitation on the Number of Gillnets that may be hauled on GB when Fishing Under a
- 5                    Groundfish/Monkfish DAS:
- 6           **21.12**    DAS Leasing Program Length and Horsepower Restrictions
- 7           **21.13**    Prohibition on Discarding

8  
9

10 **22. SECTOR AT-SEA MONITORING PROGRAM.** The Sector is proposing their preferred At-Sea  
11 Monitoring (ASM) Program for consideration by NMFS, as articulated in **Exhibit J** of this Agreement.  
12 . It is the Sectors hope that the Agency will work collaboratively with the Sector over the fall and  
13 winter to resolve any and all concerns the Agency may have with this program. In the event that the  
14 Sectors designed ASM program is not approved by NMFS the Sector will use the NMFS designed  
15 ASM Program as documented in **Exhibit K**. Where appropriate, documentation of fulfillment of this  
16 criterion for FY 2018 will be located in **Exhibit I** of this Agreement and will be furnished by the Sector  
17 in accordance with NMFS guidance and schedule pertaining to bi-annual operation plan submission.

18 **22.1 USE OF MONITORING SERVICES.** The Members acknowledge that for the Sector to  
19 function efficiently, it is essential that the Active Members conduct their fishing operations  
20 such that at-sea monitoring service costs are kept as low as commercially practical amount.  
21 The Active Members therefore agree to provide accurate landing time projections, to make  
22 landings expeditiously, and to choose landing locations based in part on the efficiency and  
23 responsiveness of the buyer receiving catch harvested under the Sector’s ACE. Active  
24 Members who fail to comply with the provision of this Section may be assessed the excess  
25 cost of monitoring resulting from their failure to do so. Furthermore, the Sector BOD may  
26 opt from time to time to modify provisions such as authorized landing ports in order to  
27 ensure that the cost associated with these required programs do not become cost  
28 prohibitive.

29 **22.2 COVERAGE RATES:** NEFS XI will deploy at-sea monitors in a way to achieve coverage of  
30 16% of trips that is random and representative of the fishing activities of the sector. A  
31 monitored trip must be a sector trip, including those taken in which a NE multispecies day-  
32 at-sea is used to target other species such as monkfish or skates, unless exempted by  
33 NMFS.

34 **22.3 ADDITIONAL COVERAGE:** In addition to ensuring that the coverage rates specified by  
35 NMFS are met by the ASM program, as well as to satisfy any internal sector determinations  
36 for coverage, the Sector may from time to time opt to have additional coverage in order to  
37 fully utilize specific approved exemptions or to address specific needs of the Sector.

1       **22.4    AT-SEA MONITORING PROVIDER:** The Sector will contract with one or more of the  
 2 companies approved by NMFS to provide At-Sea Monitoring and will notify NMFS of its  
 3 selection no later than May 1, 2017 via electronic mail or written mail. If a vendor in which  
 4 the Sector has a contractual arrangement with is decertified during the fishing year, the  
 5 Sector will negotiate a new contractual arrangement with another certified vendor(s) and  
 6 notify NMFS of these new agreements.

7       **22.5    AT-SEA MONITORING PROGRAM GOALS AND OBJECTIVES:** The Sector acknowledges that  
 8 they have been informed that the current goals and objectives of At-Sea Monitoring  
 9 (“ASM”) as codified by NMFS in 50 C.F.R 648.11(1) are

Goal	Objectives
Improving Documentation of Catch	<ul style="list-style-type: none"> <li>• Determine total catch and effort (for all sectors and the common pool) as accurately as possible. Leads to better understanding of how well the target or regulated species are faring.</li> <li>• Determine how much observer coverage is needed in order to minimize effects of potential "monitoring bias."</li> <li>• Maintain monitoring program flexibility in order to improve fleet viability.</li> </ul>
Reducing Monitoring Costs	<ul style="list-style-type: none"> <li>• Streamline data management operations and eliminate redundancies.</li> <li>• Explore options for cost-sharing with and deferment of cost to industry</li> <li>• Recognize the opportunity costs of insufficient monitoring.</li> </ul>
Reducing Discards	<ul style="list-style-type: none"> <li>• Determine discard rate by using the smallest possible strata while simultaneously maintaining cost-effectiveness.</li> <li>• Collect information by gear type in order to accurately calculate discard rates.</li> </ul>
Getting More Data Sources to Better Assess Stocks	<ul style="list-style-type: none"> <li>• Reduce management and/or biological uncertainty.</li> <li>• Perform biological sampling. That is, perform sampling if it can be used to improve the accuracy of mortality or recruitment calculations.</li> </ul>
Improving Safety of Monitoring Program	<ul style="list-style-type: none"> <li>• Improve the safety of the ASM program as necessary.</li> </ul>
Performing Periodic Review Of Monitoring Program to Assess Effectiveness	<ul style="list-style-type: none"> <li>• Periodically review the performance of the ASM program to ensure it is meeting these goals and objectives.</li> </ul>

10  
 11       **23. RESERVED FOR FUTURE USE:**

12       **24. RESERVED FOR FUTURE USE:**

13       **25. RESERVED FOR FUTURE USE:**

14       **26. OFFLOADING PORTS:** The following list represents those ports where sector vessels are authorized  
 15 to offload. Additionally, sector vessels are authorized to land fish to trucks within these same  
 16 locations.  
 17

Primary Port(s) of Landing	Secondary Port(s) of Landing
New Hampshire: Portsmouth, Rye, Seabrook, Hampton	Maine: Portland Massachusetts: Gloucester

1

2 **27. SAFE HARBOR PROTOCOL:** To promote safety at sea, the Sector sets forth the following protocol for  
3 variance from the landing ports listed. If for reasons beyond a vessel operators control such as  
4 severe weather, mechanical failures, compromised hull integrity, instances of pump failures and  
5 danger of sinking, crew injury or life threatening illness and any other emergency situations that  
6 may arise, a sector vessel may enter a port other than those listed as “Landing Ports” to ensure the  
7 safety of the vessel and its crew. In the event that a Sector Vessel must utilize this safe harbor  
8 protocol, they must notify their Manager and NMFS OLE of when and where they had to seek safe  
9 harbor within 6 hours of this entering the port.

10 **28. SECTOR UNDERSTANDING AND ACKNOWLEDGMENTS:** Sector Members understand and  
11 acknowledge that the following provisions have been interpreted by NMFS as applicable to all  
12 operating sectors. Sector Members acknowledge this applicability and where appropriate utilize  
13 these universal interpretations within their sector management and operations:

14 **28.1 INTRA-SECTOR DAYS AT SEA (DAS) LEASING:** Days at Sea may be leased intra-sector  
15 (between members) within the guidelines and procedures contained in the FMP and as  
16 amended by Amendment 16. The Sector would accept any future relief in the length and  
17 horsepower constraints of the program that may be authorized by the RA in the future.

18 **28.2 INTER-SECTOR DAYS AT SEA (DAS) LEASING:** Members who wish to lease Days-at-Sea  
19 (DAS) outside of the Sector are authorized under this provision to do so, only with  
20 Members of other Sectors whom are similarly exempt. Members acknowledge that such  
21 DAS leasing would not be exempted from existing length and horsepower constraints as  
22 currently contained in applicable regulations.

23 **28.3 PAPER VTR:** Members acknowledge that they are bound to all applicable reporting  
24 requirements. Sector vessels shall continue using paper VTRs for FY 2017 & 2018, as  
25 required by regulations. However, electronic vessel trip reporting (e-VTR) systems for  
26 transmission and submission of required VTR reports have been authorized by the  
27 Regional Administrator using a phased implementation process. The Sector and its  
28 Members may utilize e-VTR in accordance with the phased implementation process.

29 **28.4 ADDITIONAL EXEMPTIONS:** Members note that NMFS is generating one Environmental  
30 Assessment for all sectors seeking authorization for Fishing Year 2017 & 2018, and that

1 NMFS communication has stated that if an exemption is approved for one Sector, all other  
2 authorized Sectors can be similarly approved for that specific exemption based on the  
3 terms and conditions of the originally requesting sector. In light of this understanding,  
4 NEFS XI will request authorization for such exemptions it deems beneficial for its  
5 operations, prior to the publication of the final authorizing rule.

6 **28.4.1** Furthermore, NMFS has indicated that Sectors will be afforded the opportunity  
7 to request additional exemptions for the 2<sup>nd</sup> year of operations i.e. FY 2018 in  
8 accordance with a supplemental schedule to be established by NMFS.

9 **29. MODIFICATION OF HARVESTING RULES:** Members acknowledge that from time to time, the Sector  
10 Manager in collaboration with Board of Directors, and at times Membership, may adopt additional  
11 requirements or restrictions on the internal reporting requirements or fishing activities of all  
12 members in order to ensure effective utilization and management of the Sector's ACE. These  
13 modifications may include, but are not limited to, additional notification of planned fishing activity  
14 to the Manager, additional internal reporting requirements, gear requirements, and restrictions on  
15 locations where fishing may occur during specific times of the year or with specific gear. When such  
16 modifications are implemented, all Members will be notified in writing.

1  
2

**Exhibit B: Additional Details Regarding Specific Approved Sector Exemptions**

1  
2  
3  
4

**Exhibit C:**

**Sector Membership Fishing Year 2017 (May 1, 2017 to April 30, 2018)**

**SECTOR MEMBERS:** The following table identifies The NEFS XI Members:

<b>MRI</b>	<b>PERMIT #</b>	<b>VESSEL NAME</b>
47934	148770	Toro
300	223596	Pier Pressure
437	131421	Lady Victoria
1197	CPH	Vicki Mae
1891	CPH	unnamed
1582	150021	Marion Mae
2077	151663	Jenny
291	240738	Ellen Diane
1572	150341	Gipper
2241	150718	unnamed
1487	150119	Kris & Kev
253	122647	Jennifer K
438	310609	Ann Marie
541	150865	Catamount
1887	321079	Angela Michelle
98	221742	Last Penny
209	CPH	August West
1747	CPH	Little Sadie
389	151714	Brittany Lynn
2465	152208	Chris & Lisa
1390	149302	Red Dog
1735	CPH	Sweet Carolyn
1879	147937	Isabelle Nicole

1969	148106	Heidi & Elisabeth
101	CPH	Sweet Scantum II
1789	127422	Sweet Misery
1913	CPH	Karen Lyn II
1990	CPH	Jacque and Nicole
1782	148837	Wil-Mar
1425	211035	Paniolo
47823	151746	Woo Woo
1419	146928	Judy Marie
509	150059	Alanna Renee
298	149374	Rim Rack
1459	CPH	Tripboat
1573	CPH	Skiff
20	CPH	unnamed
85	CPH	unnamed
350	CPH	unnamed
1765	CPH	Lucy Rose
1920	146679	Sandi Lynn
193	231422	Wendy Lee
2178	233317	Miss Dolores
270	146669	Bridget Leigh
344	100192	Janice Marie
1745	149496	Ashleigh E
2007	CPH	Christopher K
1694	232278	Marion J
1699	150583	unnamed
198	231481	Katie-Rue
2058	CPH	Calculated Risk II

1 ACTIVE MEMBERS: The following table identifies the Vessels that are authorized to harvest Sector ACE:

<b>MRI</b>	<b>PERMIT #</b>	<b>VESSEL NAME</b>
437	131421	Lady Victoria
291	240738	Ellen Diane
253	122647	Jennifer K
438	310609	Ann Marie
1887	321079	Angela Michelle
389	151714	Brittany Lynn
2465	152208	Chris & Lisa
1879	147937	Isabelle Nicole
1969	148106	Heidi & Elisabeth
1789	127422	Sweet Misery
1425	211035	Paniolo
509	150059	Alanna Renee
298	149374	Rim Rack
1920	146679	Sandi Lynn
2178	233317	Miss Dolores
270	146669	Bridget Leigh
1745	149496	Ashleigh E
2007	CPH	Christopher K
1694	232278	Marion J

2

1 **EXHIBIT D**

2 **Sector Member and Vessel Permits Amendment 16 Disclosure Requirements Fishing Year 2017 (May**  
3 **1, 2017 to April 30, 2018)**

4  
5 Sector Members have enrolled all eligible Limited Access Multispecies Permits into a Sector.

6  
7 Additional Information on federal and state permits associated with Sector Vessels:

MRI	Vessel Name	Fed Permits	State Permits
20	unnamed	spiny dogfish, American lobster non-trap, monkfish D, NE multispecies, skate	
85	unnamed	bluefish, spiny dogfish, herring - OA, American lobster non-trap, American lobster trap Area 2, monkfish E, NE multispecies, skate, squid/butterfish Inc, Atlantic mackerel	
98	Last Penny	bluefish, spiny dogfish, American lobster trap Area 1, monkfish E, NE multispecies, red crab - OA, skate	
101	Sweet Scantum II	NE multispecies	
193	Wendy Lee	bluefish, spiny dogfish, herring - OA, American lobster non-trap, American lobster trap Area 1, monkfish E, NE multispecies, skate	NH lobster
198	Katie Rue	bluefish, spiny dogfish, summer flounder, herring - OA, scallop - LAGC NGOM, American lobster non-trap, American lobster trap Area 1, monkfish D, NE multispecies, skate, squid/butterfish Inc	

209	August West	bluefish, spiny dogfish, herring - OA, American lobster non-trap, monkfish E, NE multispecies, skate, squid/butterfish Inc, Atlantic mackerel	
253	Jennifer K	bluefish, black sea bass, spiny dogfish, summer flounder, herring - OA, American lobster non-trap, American lobster trap Area 1, monkfish E, NE multispecies, red crab - OA, scup, skate, squid/butterfish Inc, Atlantic mackerel, tilefish - CI	
270	Bridget Leigh	bluefish, spiny dogfish, summer flounder, herring - OA, American lobster non-trap, monkfish D, NE multispecies, skate	
291	Ellen Diane	bluefish, spiny dogfish, herring - LA, scallop-LAGC Inc, American lobster non-trap, monkfish D, NE multispecies, red crab - OA, scup, skate, squid/butterfish - Inc, Atlantic mackerel, tilefish - CI	
298	Rimrack	bluefish, spiny dogfish, herring - LA, scallop-LAGC NGOM, American lobster non-trap, monkfish D, NE multispecies, skate, squid/butterfish Inc, Atlantic mackerel	MA CAP
300	Pier Pressure	bluefish, spiny dogfish, herring - OA, American lobster trap Area 1, monkfish E, NE multispecies, skate, squid/butterfish Inc, Atlantic mackerel	NH lobster
344	Janice Marie	bluefish, spiny dogfish, summer flounder, herring - OA, scallop - LAGC-IFQ, American lobster non-trap, monkfish E, NE multispecies, ocean quahog, red crab - OA, surf clam, skate, squid/butterfish Inc, Atlantic mackerel	
350	unnamed	bluefish, spiny dogfish, herring - OA, American lobster non-trap, monkfish E, NE multispecies, red crab - OA, skate, squid/butterfish Inc, Atlantic mackerel, tilefish CI	
389	Brittany Lynn	bluefish, spiny dogfish, summer flounder, herring - OA, American lobster non-trap, monkfish D, NE multispecies, ocean quahog, red crab - OA, surf clam, skate, squid/butterfish Inc, Atlantic mackerel, tilefish - CI	NH marine species

437	Lady Victoria	bluefish, spiny dogfish, summer flounder, herring - OA, American lobster non-trap, monkfish D, NE multispecies, red crab - OA, skate, squid/butterfish Inc, Atlantic mackerel, tilefish CI	
438	Ann Marie	bluefish, spiny dogfish, herring - OA, scallop - LAGC Inc, American lobster non-trap, American lobster trap Area 1, American lobster trap Area 4, monkfish D, NE multispecies, ocean quahog, red crab - OA, surf clam, skate, squid/butterfish Inc, Atlantic mackerel, tilefish - CI	
509	Alanna Renee	bluefish, spiny dogfish, summer flounder, herring - LA, scallop - LAGC NGOM, American lobster non-trap, American lobster trap Area 1, monkfish D, NE multispecies, red crab - OA, skate, squid/butterfish Inc, Atlantic mackerel, tilefish - CI	
541	Catamount	bluefish, spiny dogfish, herring - OA, American lobster non-trap, monkfish D, NE multispecies, red crab - OA, skate, squid/butterfish Inc, Atlantic mackerel, tilefish - CI	
1197	Lady Victoria	bluefish, spiny dogfish, summer flounder, herring - OA, American lobster non-tarp, American lobster trap Area 2, American lobster trap Area Outer Cape, monkfish D, NE multispecies, red crab - OA, skate, squid/butterfish Inc, Atlantic mackerel, tilefish CI	
1390	Red Dog	bluefish, spiny dogfish, herring - OA, American lobster non-trap, monkfish E, NE multispecies, skate, squid/butterfish Inc, Atlantic mackerel, tilefish - CI	
1419	Judy Marie	bluefish, spiny dogfish, herring - OA, American lobster trap Area 1, monkfish D, NE multispecies, skate, Atlantic mackerel	ME lobster, shrimp fishing
1425	Paniolo	bluefish, spiny dogfish, herring - OA, monkfish E, NE multispecies, red crab - OA, scup, skate, squid/butterfish - Inc, Atlantic mackerel, tilefish	NH commercial Saltwater, NH Lobster & Crab
1459	Tripboat	bluefish, spiny dogfish, herring - OA, American lobster non-trap, American lobster trap Area 1, monkfish E, NE multispecies, red crab - OA, skate, squid/butterfish Inc, Atlantic mackerel, tilefish - CI	

1487	Kris & Kev	bluefish, bluefish - CP, black sea bass - CP, spiny dogfish, summer flounder, summer flounder - CP, herring - OA, American lobster non-trap, American lobster trap Area 1, monkfish E, NE multispecies, red crab - OA, scup, scup -CP, skate, squid/mackerel/butterfish - CP, squid/butterfish Inc, Atlantic mackerel, tilefish - CI	NH lobster & crab
1572	Gipper	bluefish, spiny dogfish, summer flounder, herring - OA, American lobster non-trap, monkfish E, NE multispecies, skate	
1573	Skiff	bluefish, spiny dogfish, American lobster non-trap, monkfish D, NE multispecies, skate, Atlantic mackerel	
1582	Marion Mae	bluefish, spiny dogfish, herring - OA, American lobster non-trap, American lobster trap Area 1, monkfish D, NE multispecies, red crab - OA, skate, squid/butterfish Inc, Atlantic mackerel, tilefish - CI	
1694	Marion J	bluefish, spiny dogfish, herring - OA, American lobster non-trap, monkfish E, NE multispecies, red crab - OA, skate, squid/butterfish Inc, tilefish - CI	NH lobster & groundfish
1699	unnamed	bluefish, spiny dogfish, herring - OA, American lobster non-trap, monkfish E, NE multispecies, red crab - OA, skate, squid/butterfish Inc, Atlantic mackerel, tilefish - CI	
1735	Sweet Caroline	bluefish, spiny dogfish, herring - OA, monkfish E, NE multispecies, red crab - OA, skate, squid/butterfish Inc, Atlantic mackerel, tilefish - CI	
1745	Ashleigh E	bluefish, spiny dogfish, herring - OA, scallop - LAGC-NGOM, American lobster non-trap, monkfish E, NE multispecies, ocean quahog, red crab - OA, skate, tilefish CI	MA CAP
1747	Little Sadie	bluefish, spiny dogfish, herring - OA, American lobster non-trap, American lobster trap Area 2, monkfish E, NE multispecies, skate, squid/butterfish Inc, Atlantic mackerel	

1765	Lucy Rose	bluefish, spiny dogfish, herring - LA, scallop - LAGC IFQ, American lobster non-trap, monkfish E, NE multispecies, ocean quahog, red crab - OA, scup, surf clam, skate, squid/butterfish Inc, Atlantic mackerel
1782	Wil-Mar	bluefish, black sea bass, spiny dogfish, herring - OA, American lobster non-trap, monkfish E, NE multispecies, red crab - OA, skate, squid/butterfish Inc, Atlantic mackerel, tilefish - CI
1789	Sweet Misery	bluefish, black sea bass, spiny dogfish, herring - OA, American Lobster non-trap, monkfish D, NE multispecies, red crab - OA, scup, skate, squid/butterfish Inc, Atlantic mackerel, tilefish - CI
1879	Isabelle Nicole	bluefish, black sea bass, spiny dogfish, summer flounder, herring - OA, American lobster trap Area 1, monkfish E, NE multispecies, red crab - OA, scup, skate, squid/butterfish Inc, Atlantic mackerel, tilefish - CI
1887	Angela Michelle	bluefish, spiny dogfish, herring - OA, American lobster non-trap, monkfish D, NE multispecies, red crab - OA, skate, squid/butterfish Inc, Atlantic mackerel, tilefish - CI
1891	unnamed	American lobster trap Area 1, NE multispecies
1913	Karen Lyn II	American lobster non-trap, NE multispecies
1920	Sandi Lynn	bluefish, spiny dogfish, herring - OA, scallop - LAGC NGOM, American lobster non-trap, monkfish E, NE multispecies, red crab -OA, surf clam, skate, squid/butterfish Inc, Atlantic mackerel
1969	Heidi & Elisabeth	bluefish, spiny dogfish, herring - OA, American lobster trap Area 1, monkfish D, NE multispecies, red crab - OA, skate, squid/butterfish Inc, Atlantic mackerel, tilefish - CI

1990	Jacque & Nicole	bluefish, spiny dogfish, American lobster trap Area 1, monkfish E, NE multispecies, skate, Atlantic mackerel
2007	Christopher K	spiny dogfish, herring - OA, American lobster trap Area 1, monkfish E, NE multispecies, Atlantic mackerel
2058	Calculated Risk II	bluefish, spiny dogfish, herring - OA, American lobster non-trap, monkfish E, NE multispecies, red crab - OA, skate, squid/butterfish Inc, Atlantic mackerel, tilefish - CI
2077	Jenny	monkfish C, NE multispecies
2178	Miss Dolores	bluefish, spiny dogfish, American lobster non-trap, monkfish D, NE multispecies, ocean quahog, surf clam, skate, squid/butterfish Inc, Atlantic mackerel, tilefish CI
2241	unnamed	bluefish, spiny dogfish, herring - OA, American lobster trap Area 1, NE multispecies, red crab - OA, skate, tilefish - CI
2465	Chris & Lisa	bluefish, spiny dogfish, herring - OA, American lobster non-trap, monkfish E, NE multispecies, red crab - OA, skate, squid/butterfish Inc, Atlantic mackerel, tilefish NH marine species - CI
47823	Woo Woo	bluefish, spiny dogfish, herring - OA, monkfish E, NE multispecies, red crab - OA, skate, squid/butterfish Inc, Atlantic mackerel, tilefish - CI
47934	Toro	bluefish, spiny dogfish, herring - OA, monkfish E, NE multispecies - handgear, Atlantic mackerel

**EXHIBIT E**

<b>NEFS XI Penalty Schedule</b>			
	<b>FIRST OFFENSE</b>	<b>SECOND OFFENSE</b>	<b>THIRD OFFENSE</b>
<b>VIOLATION REGARDING REPORTING, DOCUMENTATION REQUIREMENTS:</b>			
All violations including but not limited to: providing false statements or supporting documentation on applications or reports to the Sector; late reporting or non-reporting; (technical and minor violations may result in a letter of warning).	Written Warning <b>or</b> up to \$5000.00	Written Warning <b>and</b> up to \$7,500.00.	Written Warning <b>and</b> up to \$10,000.00 <b>and/or</b> stop fishing order.
<b>VIOLATION REGARDING EXEMPTION PERMIT REQUIREMENTS</b>			
All violations including but not limited to: failure to comply with a permit condition/restriction/letter of authorization issued to Sector Vessels by the Regional Administrator; or failure to comply with VMS/DAS requirements. (Technical and minor violations may result in a letter of warning).	Written Warning <b>or</b> up to \$10,000.00	Written Warning <b>and</b> \$10,000.00-\$50,000.00.	Written Warning <b>and</b> up to \$100,000.00 <b>and/or</b> stop fishing order.
<b>VIOLATION REGARDING TIME/AREA/GEAR RESTRICTIONS</b>			
All violations including but not limited to: exemption areas, closed fisheries, closed season, restricted gear/management areas. (Technical and minor violations may result in a letter of warning).	Written Warning <b>or</b> up to \$20,000.00	Written Warning <b>and</b> \$20,000.00-\$50,000.00.	Written Warning <b>and</b> up to \$100,000.00 <b>and/or</b> expulsion.
<b>VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK</b>			
All violations including but not limited to a violation of a stop fishing order, fishing in a closed area, transfer of fish from non-sector vessel to a sector vessel, transfer of fish from sector vessel to a non-sector vessel; subverting the reporting requirements or any other action so egregious that it would severely jeopardize the Sectors existing and future authorization(s).	Written Warning <b>and</b> up to \$50,000.00 <b>or</b> stop fishing order.	Stop fishing order <b>or</b> Expulsion.	Expulsion.
<b>VIOLATIONS SPECIFIC TO THE INDUSTRY FUNDED AT-SEA MONITORING PROGRAM</b>			
All violations including but not limited to a violation by Member/Vessel that fails to comply with the ASM cancellation policy established by the Sector with the ASM Provider(s); subverting vessel selection with No Call/No	Verbal Warning & Full Payment of ASM Cost	Written Warning & Full Payment of ASM Cost associated with	Double Payment of ASM Costs associated

Show activity;	associated with activity	activity.	with Activity
ASM Refusals	Verbal Warning	Written Warning	Stop Fishing Order
All violations including but not limited to: unreasonable interference with onboard data collectors; failing to participate in Sector Catch Monitoring Programs; (technical and minor violations may result in a letter of warning).	Written Warning and/or \$1,000.00 fine	Written Warning and \$5,000.00 fine	Stop Fishing Order and \$10,000.00 fine
All violations associated with failure to pay ASM fee in a timely manner as invoiced by Sector.	Verbal and/or written warning	Written Warning & Full Payment of ASM Cost plus fine of 25% of outstanding ASM Cost	Stop Fishing Order until Full Payment of ASM Cost plus fine of 50% of outstanding ASM Cost is received in Full

1

1 **Exhibit F:**

2 **Administrative Provisions Addendum:**

3 Notwithstanding regulatory authority granted in other regulations the following provisions represent  
4 those sections of NEFS XI Agreement and related Exhibits & Addendums that are Administrative in  
5 nature and therefore not subject to enforcement by the National Marine Fisheries Service, as required  
6 to be specified by sector regulations 50 CFR 648.87(b)(2)(x).

7 **SECTOR OPERATIONS PLAN AND AGREEMENT**

8 1. Sector Name.

9 2. Sector Eligibility and Membership.

10 4. Sector Allocation and Exemptions.

11 5. Distribution of Sector ACE.

12 6. Sector Manager and Registered Agent.

13 6.1 Communication with Sector.

14 7. Consolidation Plan.

15 7.1 Harvest Share Reserve.

16 7.2 Harvest Share Use. Section 7.2 is administrative except to the extent that it applies to the  
17 Sector managers ability to impose and utilize legal means to recover Liquated damages as  
18 authorized in section §10.10 of this agreement, in which case NMFS enforcement procedures  
19 may apply.

20 7.2.1 Non-Active Members. Section 7.2.1 is administrative except to the extent that it  
21 applies to the Sector managers' ability to impose and utilize legal means to recover damages as  
22 authorized in section §10.10 of this agreement, in which case NMFS enforcement procedures  
23 may apply.

24 7.3 Harvest Share Transfer.

1 7.4 Harvesting Rules and Fishing Plan. Section 7.4 is administrative except to the extent that it  
2 applies to Harvesting Rules Sections 1, 5, 6, 8, 11, 16, and 17, which are enforceable and  
3 therefore not considered administrative under this section. This section is also administrative  
4 except to the extent that it applies to Harvesting Rules Section 7 Stock Area Declaration. Sub-  
5 Section 7.1 is administrative in nature.

6 7.5 Re-direction of Effort.

7 7.6 Sector Vessel Interactions with Allocated Species in Non-Amendment 16 Fisheries.

8 7.7 Consolidation and Redistribution of ACE:

9 8. Release of Catch Data.

10 9. Catch Monitoring and Reporting. Section 9 is administrative except to the extent that it applies to  
11 Harvesting Rules Sections 13, 14, and 15, which are enforceable and therefore not considered  
12 administrative under this section.

13 10. Breach and Remedies for Breach.

14 10.1 Liquidated Damages Schedule and Schedule Amendments.

15 10.2 Enforcement Committee.

16 10.3 Liquidated Damages Base Value and Multiplier Adoption.

17 10.4 Liquidated Damages Calculation.

18 10.5 Notice to Vessel Masters; Assumption of Liability.

19 10.6 Liquidated Damages Security.

20 10.7 Manager Action in Response to Apparent Breach.

21 10.8 Member Appeals.

22 10.9 Voluntary Compliance.

23 10.11 Consequential Damages for Gross Negligence or Willful Misconduct.

- 1           10.12 Distribution of Damages.
- 2   11. Joint Liability and Indemnification.
- 3   12. Membership Termination
- 4   15. Permit Transfer/Sale.
- 5   16. Release and Waiver of All Claims against Sector Manager; Indemnification and Hold Harmless.
- 6   17. Sector Membership Fees.
- 7   18. Binding Arbitration.
- 8   19. No Collective Marketing.
- 9   20. Amendment and Incorporation by Reference.

10

11

EXHIBIT A - HARVESTING RULES

12

2. QUOTA MANAGEMENT:

13

3. RESERVE:

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4. SLOWING CATCH:

15

7.1 INSHORE GULF OF MAINE DECLARATION

16

12. CATCH REPORTS:

17

18. RESERVED FOR FUTURE USE:

18

19. DATA MANAGEMENT:

19

22. AT-SEA MONITORING: In the event that ASM is funded by NMFS, any additional coverage funded by the Sector, above that which is funded and managed by NMFS, will be administrative, except in those specific situations where NMFS enforcement would apply.

20

21

22

22.1 USE OF MONITORING SERVICES:

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22.3 ADDITIONAL COVERAGE

24

22.3. AT SEA MONITORING PROGRAM GOALS AND OBJECTIVES

- 1 23. RESERVED FOR FUTURE USE
- 2 24. RESERVED FOR FUTURE USE
- 3 25. RESERVED FOR FUTURE USE
- 4 27: SAFE HARBOR PROTOCOL:
- 5 28. SECTOR UNDERSTANDING AND ACKNOWLEDGEMENTS
- 6 29: MODIFICATION OF HARVESTING RULES
- 7 Exhibit C – Sector Roster, as it relates to identification of Active Vessels is administrative
- 8 Exhibit D – Additional Permit Information is administrative
- 9 Exhibit E – Penalty Schedule is administrative.
- 10 Exhibit F – Administrative Addendum is administrative
- 11 Exhibit G - Explanatory Addendum is administrative
- 12 Exhibit H – Contact Info is administrative
- 13

1

Exhibit G: EXPLANATORY ADDENDUM

2 Per request by NMFS this explanatory text is being provided to identify in one location Right of  
3 First Offer (“ROFO”) and Right of First Refusal (“ROFR”). ROFO and ROFR are two separate and  
4 distinct provisions that deal with harvest share transfers and permit sales, respectively; it is  
5 inaccurate to construe them as meaning the same thing. Nothing within this explanatory  
6 addendum should be considered as part of the Sector governing documents which the Members  
7 have agreed to follow, all questions regarding these provisions should be directed to their  
8 respective sections in the governing documents:

9 § 7.3 Harvest Share Transfers: Right of First Offer i.e. ROFO will be used for intra and  
10 inter sector harvest share transfers.

11 § 15 Permit Transfer/Sale: Right of First Refusal i.e. ROFR will be used for permit sales or  
12 transfers.

1

**Exhibit H: INFORMATIONAL ADDENDUM**

2 Per request by NMFS the table below identifies specific points of contacts and their responsibilities, which the Agency may utilize to determine  
3 appropriate communication stream for inquiries.

Sector Communications Contacts					Mailing Address			
Name	Title	Responsibility	Email	Phone	Street 1	City	State	Zip
Daniel Salerno	Sector Manager	<ul style="list-style-type: none"> <li>• Day-to-Day Sector Operations</li> <li>• Data Management &amp; Reporting</li> <li>• Reporting i.e. vessel reporting requirements involving sector trips.</li> <li>• Sector Specific Outreach</li> <li>• Sector Specific Research;</li> <li>•</li> </ul>						
Owner of F/V	Owner of F/V	Fishing Vessel specific research is vessel specific, contact vessel						

1                    **EXHIBIT I: FY 2018 (MAY 1, 2018-APRIL 30, 2019) Operations Plan Updates**

2                    [To be completed in accordance with NMFS schedule for year two, FY 2018 (May 1, 2018 – April  
3                    30, 2019) of the Sectors Bi-Annual Operations Plan and Agreement]

1 **Exhibit J: Sector Designed ASM Program**

2 **1. SECTOR AT-SEA MONITORING PROGRAM:** The Sector plans on working collaboratively with  
3 certified At-Sea Monitoring Provider(s) (“Provider”) to ensure that implementation of the at-  
4 sea monitoring program adheres to applicable NMFS requirements, as well as any internal  
5 needs that the Sector deems necessary. Specific details of the Sector’s proposed At-Sea  
6 Monitoring Program are located below.

7 **1.1 RANDOMIZED SELECTION OF COVERAGE PROCESS:** The Sector and ASM provider  
8 acknowledge that NMFS will continue to operate the Pre-trip Notification System  
9 (PTNS) to make selection for NEFOP (NMFS funded program) and ASM (Industry  
10 funded program) because NMFS has expressly stated that they will not approve an  
11 ASM program that includes a vessel selection process not handled by NMFS. The  
12 sector will work with their ASM provider(s) to ensure that the selection process is  
13 fair and equitable, distributed in a statistically random manner and representative  
14 of the fishing activities and operations of all vessels within the Sector throughout  
15 the fishing year.

16 **1.2 DATA COLLECTION & AT-SEA MONITORS:** The Service Provider must ensure that  
17 all At-Sea Monitors are trained and equipped in accordance with NEFSC/NMFS  
18 standards. At-Sea Monitors (“ASM”) primary responsibility is to collect accurate  
19 actual weights on the discard portion of the catch, as well as accounting for all  
20 catch (kept and discarded) on each tow/haul. Data collected by the ASM will be  
21 used to quantify the discards that occur on that trip. This data will also be used to  
22 estimate the discards that occur by sector vessel trips that were not selected to  
23 take an ASM. The ASM will be responsible for describing various aspects of the  
24 gear(s) and recording the catch composition and corresponding weights on a haul  
25 by haul basis. The specific data fields to be observed and methods used to collect  
26 the data are detailed in the training and published in an At-Sea Monitoring Manual  
27 by NMFS. Any additional data collection requests or procedures not directly  
28 related to the purpose of this program i.e. catch verification and discard  
29 information must be agreed upon by the Sector and the Provider(s) prior to  
30 implementation. All data must be reported electronically in a standard acceptable  
31 form from the At-Sea Monitor to the Sector and NMFS within 48 hours of  
32 completion of the trip. The Sector notes that for FY 2017, NMFS via the NEFSC will  
33 be reviewing data submitted by ASM for quality assurance and will be computing  
34 and producing both the assumed discard rates and observed discard data for the  
35 Sector to use in its reports as accessible on SIMMs. In addition to the specific data  
36 fields and data collection methods specified by the NMFS At-Sea Monitoring  
37 Manual and training; the Sector may from time to time working with their  
38 contracted Service Provider request additional data be collected, which would be  
39 approved by NMFS as required. This data if collected will be transmitted to the  
40 Sector within 48 hours upon completion of the trip in a manner agreed upon  
41 between the Sector and their Service Provider.

42  
43 **1.3 VESSEL OPERATIONS:**

44 **1.3.1 PRE-TRIP NOTIFICATION:** Sector Vessels will continue to comply with the  
45 48 hour pre-trip notification System (PTNS) for deployment of NEFOP

1 Observers. Acceptable notification methods are internet, phone or email.  
2 The Sector's identified ASM Provider(s) shall be provided with a full list of  
3 all pre-trip notifications  
4

5 **1.4 AT-SEA MONITOR SELECTION PROCESS:** A determination will be made **immediately**  
6 after completing a Pre-Trip Notification whether the trip in question has been  
7 preliminarily selected for a NEFOP Observer. As explained by Northeast Fishery  
8 Observer Program Staff, the PTNS immediately determines whether a trip has been  
9 preliminarily selected for NEFOP coverage. If a trip is preliminarily selected, NEFOP  
10 Providers have twelve hours to determine whether they can deploy a NEFOP  
11 observer. Therefore, if the PTNS immediately determines that the trip is not  
12 preliminarily selected for a NEFOP Observer, the PTNS notification and all  
13 corresponding details will **immediately** be forwarded to the Sectors ASM  
14 Provider(s). If the trip in question is preliminarily selected for a NEFOP Observer,  
15 the NEFOP Program protocol will be followed and the Vessel will be notified in  
16 accordance to the process of this program. Additionally, the ASM Provider(s) will  
17 be notified **immediately** of this preliminary selection for NEFOP coverage and a  
18 waiver from ASM will be provided.

19 **1.4.1 VESSEL DATA TO BE PROVIDED TO ASM PROVIDER:** When notifying the  
20 Sectors ASM Provider(s) of a vessel that has either been preliminarily  
21 selected for NEFOP or ASM the Provider shall be furnished with the  
22 following data:

- 23 A. Sector Affiliation
- 24 B. Vessel Name
- 25 C. Permit Number
- 26 D. Day or Multi-Day Declaration
- 27 E. Gear Declared
- 28 F. Departing Port
- 29 G. Coverage Rate to date for Vessel
- 30 H. Coverage Rate to Date for Sector

31  
32 **1.4.2 NOTIFICATION OF SELECTION/WAIVER FROM ASM:**

33 A. Trips Not Selected for Coverage:

- 34  
35 i. Trip Boats: A Vessel that has completed their pre-trip  
36 notification for trips which will be 48 hours or longer will be  
37 notified **immediately** upon completing their pre-trip  
38 notification, if not preliminarily selected for a NEFOP Observer,  
39 whether the trip has been preliminarily selected for an At-Sea  
40 Monitor. If the trip has been selected for an ASM the Vessel will  
41 work with the Provider(s) on all details pertaining to the trip and  
42 may set sail at any time as long as an ASM is onboard or a  
43 subsequent waiver has been granted. If the trip has not been  
44 preliminarily selected for an ASM the vessel may set sail at any  
45 time up to the estimated departure date and time provided in  
46 their pre-trip notification.

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ii. Day-Boats: Vessels that have completed their pre-trip notification for trips less than 48 hours, with potential sale dates up to 9 days in advance will be notified 24 hours in advance of sailing if a NEFOP or At-Sea Monitor will be onboard. Upon notification that neither a NEFOP nor At-Sea Monitor will be assigned, the vessel may set sail at any time up to the estimated departure time provided in their pre-trip notification for the trip occurring within 24 hours of notification.

B. Trips Selected for Coverage: If a vessel is selected for coverage, they will be notified by either a NEFOP service provider or their Sectors ASM Provider no later than 24 hours of receiving notification.

i. NEFOP: NEFOP Observers take precedence over all other monitors. If the trip is selected for a NEFOP observer, the vessel shall follow all NEFOP protocols and requirements.

ii. At-Sea Monitoring: If the trip is selected for coverage under the ASM Program, Vessels shall follow all appropriate Sector ASM Program protocols and processes as outlined in this section. Sector Vessels selected for ASM coverage are not allowed to set sail until the ASM arrives and is onboard or a waiver is granted by the ASM Provider(s).

iii. Delays: If a vessel must delay a multi-day trip sail date, and has been selected for an ASM, the vessel must notify their ASM Provider(s) & Sector Manager immediately. Trips greater than 48 hours, may delay their sail date/time up to 48 hours from the estimated sail date and time provided in their Pre-Trip notification, provided that an ASM is still available to sail on that trip or a waiver is granted.

iv. Cancellations: If a Sector Vessel is selected for ASM Coverage and must cancel their trip, the Vessel will be automatically selected for ASM Coverage on their next notified trip, or the next time an ASM is available for coverage.

v. Notification of Delays or Cancellations: The Sectors ASM Provider(s) will notify the PTNS coordinator & the Sector Manager of any trip delays, cancellations, or waivers within 24 hours via email within 24 hours of such notification.

**1.5 AT-SEA MONITORING OPERATIONAL STANDARDS:**

**1.5.1 Safety Requirements**: Prior to setting sail the Operator of the Sector

1 Vessel shall detail and identify any vessel safety operating procedures and  
2 other important information to the assigned ASM. The Sector Member  
3 acknowledges that an ASM must complete a pre-trip vessel safety checklist  
4 as provided by NMFS prior to leaving port. An ASM cannot be deployed on  
5 a vessel that has failed to review the safety issues, and such vessel is  
6 prohibited from leaving port without the ASM on board (unless a waiver is  
7 granted). For the safety of the vessels captain, crew and the ASM; the ASM  
8 will not be allowed on deck any time that gear is being deployed.  
9

10 The Sector and its Members note that each ASM must be provided with all  
11 the equipment specified by the NEFSC Fisheries Sampling Branch. It is the  
12 responsibility of the individual ASM and its employer to ensure that all  
13 equipment is in good working order and brought to the vessel at the agreed  
14 upon time prior to sailing.

15 **1.6 WAIVERS:**

16 **1.6.1 Late At-Sea Monitor:** In the event that an ASM fails to arrive at the  
17 scheduled sail time and/or place; the Vessel Captain must call the PTNS line  
18 to obtain a waiver prior to sailing at 1-855-FISHES1 (1-855-347-4371). If a  
19 waiver is issued, the PTNS coordinator will notify both the Sector Manager  
20 and Sector ASM provider via email.

21 **1.6.2 Late NEFOP Observer:** In the event that a NEFOP Observer fails to arrive  
22 at the scheduled sail time and/or place; the Vessel must contact the PTNS  
23 Coordinator to obtain a waiver prior to sailing.

24 **1.7 ELECTRONIC MONITORING** The Sector reserves the right to modify/update their At-Sea  
25 Monitoring Program in the event that Electronic Monitoring (EM) is approved by  
26 the Agency during the fishing year upon the discretion of the Sectors Board of  
27 Directors. Upon approval by the Agency and subsequently the Sectors Board of  
28 Directors, EM may be adopted by some or all Sector Vessels in accordance with EM  
29 standards.

30

1 **Exhibit K: NOAA Fisheries Designed ASM Program**

2 C.1. BACKGROUND OVERVIEW

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

9 NMFS is responsible for the management, regulatory compliance, economic data and protection  
10 of living marine resources within the United States Exclusive Economic Zone. NMFS also plays a  
11 supportive and advisory role in the management of living marine resources in coastal areas  
12 under state jurisdiction. It provides scientific and policy leadership in the international arena,  
13 and implements international conservation and management measures as appropriate. Under  
14 this mission, the goal is to optimize the benefits of living marine resources to the Nation through  
15 sound science and management. This requires a balancing of multiple public needs and  
16 interests in the sustainable benefits and use of living marine resources, without compromising  
17 the long-term biological integrity of coastal and marine ecosystems. Many natural and human-  
18 related factors affect the status of fish stocks, protected species and ecosystems. Although  
19 these factors cannot all be controlled, available scientific and management tools enable the  
20 agency to have a strong influence on many of them. Maintaining and improving the health and  
21 productivity of these species is the heart of the NMFS mission. These activities will maintain and  
22 enhance current and future opportunities for the sustainable use of living marine resources as  
23 well as the health and biodiversity of their ecosystems.

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

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

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

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

1 6) Improved ecological conditions in coastal and ocean protected areas

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

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

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

32 C.2. AT-SEA MONITOR PROGRAM OBJECTIVES

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

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

7 Currently, more than 500 At-Sea Monitors are deployed in 11 At-Sea Monitor programs most of  
8 which are administered through NMFS 6 regional Fisheries Science Centers (FSC). Increasing  
9 NMFS At-Sea Monitor data coverage is essential to reliably estimating catch and bycatch and  
10 helping to implement programs to reduce bycatch. Additional benefits of enhanced At-Sea  
11 Monitor programs are near real-time monitoring of biological and environmental conditions and  
12 sampling opportunities not available from dockside sampling. This includes information on  
13 marine mammals, turtles and seabirds, resource abundance, contaminants, habitat, life history,  
14 and other basic biological information. NMFS is required to collect scientific, management,  
15 regulatory compliance, and economic data for fisheries by placing At-Sea Monitors aboard U.S.  
16 domestic fishing vessels. These data cannot be obtained at the dock or on Government  
17 research vessels. These data are needed for the management of fisheries occurring in the U.S.  
18 Exclusive Economic Zone (EEZ) and the high seas beyond the EEZ.

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

### 20 C.3. SCOPE AND OUTCOMES

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

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

#### 29 C.3.1. Policies and Regulations

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

- 36 • Magnuson-Stevens Fishery, Management, and Conservation Act (MSA)
- 37 • Marine Mammal Protection Act (MMPA)
- 38 • Endangered Species Act (ESA)
- 39 • Data Quality Control Act (P.L. 106-514)
- 40 • Information Technology Security Policy

- 1 • Fisheries Management Plans (FMP)
- 2 • Biological Opinions (BO)
- 3 • Take Reduction Team (TRT)
- 4 • NOAA Safety Standards
- 5 • Fair Labor Standards Act (FLSA)
- 6 • Service Contract Act (SCA)
- 7 • Department of Labor Wage Determinations
- 8 • Applicable Federal and State labor laws
- 9 • At-Sea Monitor Health and Safety regulations
- 10 • Federal, state, and local safety regulations
- 11 • Merchant Marine Act (Jones Act) and General Maritime Law
- 12 • U.S. Longshore and Harbor Worker's Compensation Act

13

#### 14 C.4. PERFORMANCE WORK STATEMENT

15 The contractor shall meet all requirements of the SOW.

##### 16 C.4.1. Management Requirements

###### 17 C.4.1.1. Project Management

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

###### 27 C.4.1.2. Project Manager

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

###### 33 C.4.1.3. Coordinators

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

1 C.4.1.4. Management Reporting and Coordination

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

7 C.4.1.5. Performance Measures

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

9 C.4.2. Operational Requirements

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

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

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

18 The recruitment and retention of fully qualified At-Sea Monitors is essential to successful  
19 performance under the contract. At-Sea Monitors shall be employees of the contractor. The  
20 contractor shall provide sufficient qualified At-Sea Monitors to complete the mandated  
21 coverage requirement by selecting the best candidates. The contractor shall describe their  
22 strategy for recruiting qualified candidates and retaining their services, as referenced in Section  
23 F.5.4. The contractor shall manage its At-Sea Monitors to retain both experienced and new At-  
24 Sea Monitors. The contractor is encouraged to provide incentives for superior performance  
25 demonstrated by their work force.

26 C.4.2.2. Eligibility Requirements

27 C.4.2.2.1. Educational Qualifications

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

33 C.4.2.2.2. Non-Conflict of Interest

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

35 C.4.2.2.3. Physical/Medical Condition

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

2 C.4.2.2.4. Communication Skills

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

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

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

8 C.4.2.2.6. Statement of No Criminal Conviction

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

10 C.4.2.2.7. CPR and First Aid Requirements

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

16 C.4.2.2.8. At-Sea Monitor Standards of Conduct

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

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

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

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

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

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

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

10 v. Observers shall participate in all training, briefings and debriefings as required by the  
11 COTR. Observer/At-Sea Monitors shall participate in port orientations, if offered by NMFS and  
12 requested by the COTR (Section B – Supplies or Services and Prices/Costs Training CLIN 0003,  
13 1003, and CLIN 2003. Debriefing of the observer/At-Sea Monitor ensures that the data are  
14 complete and as accurate as possible before computer audits are run. Debriefing also provides  
15 immediate feedback to the observer/At-Sea Monitor in the field and errors can be corrected  
16 immediately. Debriefings shall occur on a regular basis and as frequently as possible either by  
17 email, phone or in person. Debriefings shall consist of but are not limited to:

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

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

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

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

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

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

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

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

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

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

19 C.4.2.3.1. Data Deliverables

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

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

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

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

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

1 section herein (Section B Supplies or Services and Prices/Costs Travel CLINS 0002, 1002 and  
2 2002).

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

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

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

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

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

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

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

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

#### 30 C.4.3.2. Training and Debriefings

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

35 Training costs are reimbursable and are intended to include all costs associated with At-Sea  
36 Monitor training (both initial training and refresher trainings), including, but not limited to,  
37 salary during the training period, per diem (meals & reimbursements and lodging),  
38 miscellaneous equipment for use during training (as authorized or requested by the

1 Government – Section B Supplies or Services and Prices/Costs Training CLINS 0003, 1003 and  
2 2003).

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

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

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

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

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

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

36

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

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

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

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

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

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

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

36 At-Sea Monitor trip trainers taking their training assignment trips with NMFS personnel may bill  
37 the cost of a seaday under CLINS 0003, 1003 and 2003. When two At-Sea Monitors are on a  
38 vessel for the days a certified At-Sea Monitor trip trainer is accompanying a new At-Sea Monitor  
39 then the new At-Sea Monitor should be billed under CLINS 0001, 1001 and 2001. The certified  
40 trainer would be billed as a seaday under CLINS 0003, 1003 and 2003. NMFS determines the

1 number of trainers needed based on how many At-Sea Monitors are currently working, what  
2 the demand for new At-Sea Monitors is, and what the projected training schedule looks like.  
3 NMFS currently has 12 certified At-Sea Monitor trip trainers and would expect to maintain that  
4 level. At-Sea Monitors certified as trip trainers must be geographically representative of the  
5 ports ASM At-Sea Monitors cover to accommodate all new trainees.

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

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

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

20 At-Sea Monitors shall be expected to remain as active At-Sea Monitors or serve in other  
21 capacities directly related to the Northeast Fisheries At-Sea Monitor Program (e.g. program  
22 management) for at least one (1) year after training. The contractor shall reimburse the  
23 Government for training expenses for any At-Sea Monitors terminating their At-Sea Monitor  
24 employment with the contractor within one (1) year of completing the NMFS training. This will  
25 be done by issuing a credit for the next training session. For example, if three (3) At-Sea  
26 Monitors leave the program prior to completing one (1) year of employment, at the next  
27 training, three (3) individuals' training costs (Section B Supplies or Services and Prices/Costs  
28 Training CLINS 0003, 1003, and 2003) and hourly wages associated with the training (Section B  
29 Supplies or Services and Prices/Costs Hourly Rate At-Sea Monitor CLINS 0004, 1004 and 2004)  
30 will not be billed to the Government.

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

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

37 The contractor shall make At-Sea Monitors available to NMFS (Enforcement and FSB staff) for  
38 the purposes of routine debriefings, requested meetings regarding data quality issues,  
39 investigating circumstances of alleged refusals by vessels to take an At-Sea Monitor or other  
40 violations of the Magnuson-Stevens Fishery Conservation Act (MSA), Marine Mammal  
41 Protection Act (MMPA), or the Endangered Species Act (ESA) recorded by the At-Sea Monitor in

1 the course of his/her duties (Section B Supplies or Services and Prices/Costs Training CLINS 0003,  
2 1003 and 2003) and hourly wages associated with the training (Section B Supplies or Services  
3 and Prices/Costs Hourly Rate At-Sea Monitor CLINS 0004, 1004 and 2004). All At-Sea Monitors  
4 shall call their editor/debriefer prior to making a trip in a fishery or program covered for the first  
5 time.

#### 6 C.4.3.3. Data Quality Control

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

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

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

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

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

#### 28 C.4.3.5. Travel and Lodging

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

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

37 Coordinator and support staff travel (related to At-Sea Monitor deployment) to and from vessels  
38 and to and from the port are reimbursable if travel meets Government Travel Regulations and  
39 At-Sea Monitor travel costs under CLINS 0002, 1002, and 2002. The contractor shall submit a

1 travel voucher (Section J, Attachment 21, At-Sea Monitor Travel Voucher) clearly documenting  
2 all travel logistics and associated costs to the COTR.

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

#### 6 C.4.3.6. Vessel Selection

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

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

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

36 For the groundfish fishery (notifies NMFS when they are sailing), the contractor will be notified  
37 of trip selection via the website. The contractor may accept or decline trips within twelve (12)  
38 hours. The reasons to decline a trip must be related to limited At-Sea Monitor availability or  
39 reported safety concerns. The contractor must take the trip once they have claimed  
40 acceptance. If there is an unforeseen emergency that results in changing the contractor's  
41 acceptance of a trip, it shall be reported to the COTR. If a trip is accepted by a contractor, the  
42 contractor would make contact with the vessel for trip logistics. If a vessel informs the

1 contractor that they are cancelling a trip selected to carry an At-Sea Monitor, the contractor  
2 shall report that to NMFS twenty-four (24) hours after the scheduled sail date. The COTR shall  
3 be notified all circumstances in which At-Sea Monitors were late or missed a scheduled trip for  
4 all fisheries as referenced in Section F.5.13.

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

11 Cost Reimbursement is authorized for At-Sea Monitors for the time associated with a “no  
12 show”. The maximum amount of time for a no show is up to 2.5 hours. The At-Sea Monitor  
13 must arrive 30 minutes prior to the scheduled departure time and remain at the designated area  
14 for up 2 hours following the scheduled departure time. Travel to and from the site and per diem  
15 are not included unless conditions in C.4.3.5 are met. Any costs billed for a “no show” will be  
16 billed against CLINS 0004, 1004 and 2004. There will be no reimbursement for situations in  
17 which it is the At-Sea Monitor’s fault for missing the trip or no attempt was made to  
18 communicate with the captain prior to taking the trip. A travel voucher (Section J, Attachment  
19 21, At-Sea Monitor Travel Voucher) is required for proper reimbursement.

20 Cost Reimbursement is authorized for At-Sea Monitors for the time associated with a  
21 “cancellation” in instances where trips are cancelled at the dock or when an at-sea monitor is en  
22 route to the vessel and cancellations occurs. The maximum amount of time for a cancellation is  
23 up to 2.5 hours. Travel to and from the site and per diem are not included unless conditions in  
24 C.4.3.5 are met. Any costs billed for a “Cancellation” will be billed against CLINS 0004, 1004 and  
25 2004. A travel voucher (Section J, Attachment 21, At-Sea Monitor Travel Voucher) is required  
26 for proper reimbursement.

#### 27 C.4.3.7. Safety Requirements

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

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

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

#### 4 C.4.3.8. Communication

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

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

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

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

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

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

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

31 Fishing vessels routinely operate out of ports from New York to Maine (Section J, Attachment  
32 24, Location of ASM Trips in 2010). Trips can range from 1-14 days in duration. The vessels  
33 operate in ocean waters, 3-200 miles offshore in all weather conditions. Vessels are generally  
34 30-150 feet in length. Crew members and At-Sea Monitors live and sleep in cramped quarters,  
35 often in damp conditions and share common facilities. On some vessels, the crew does not  
36 speak English. At-Sea Monitors must be willing to travel occasionally to cover locations other  
37 than their primary ports.

38 At-Sea Monitor Health and Safety Regulations require sleeping areas for the At-Sea Monitor to  
39 be equal to those of the crew. Some vessels have no shower and may lack permanent toilets or

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

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

#### 12 C.4.3.11. Data Quality

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

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

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

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

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

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

37 Contractors shall compensate vessels at a rate of \$40 per day (for every completed 24 hour  
38 period) to cover At-Sea Monitor accommodation and food costs while aboard the vessel for trips

1 lasting longer than one (1) day (i.e., 24 hours) (Section B Supplies or Services and Prices/Costs  
2 Vessel Meal Reimbursement CLINS 0005, 1005 and 2005). The contractor shall provide NMFS  
3 with an example of the vessel reimbursement form the contractor develops as referenced in  
4 Section F.5.17. The contractor shall provide a report for all vessel meal reimbursements  
5 provided within the last monthly period. The contractor is encouraged to make all vessel  
6 compensation payments through Electronic Funds Transfer. If the contractor makes vessel meal  
7 reimbursement payment through check, the contractor shall provide proof that the check has  
8 been cashed within 90 days of vessel receipt of the check. If a check has not been cashed within  
9 90 days of vessel receipt, the contractor shall cancel the check and provide an offset to NOAA in  
10 the amount of the original check less any check cancellation fees (Section F.5.18). The  
11 contractor shall provide evidence for all check cancellation fees to the COTR.

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

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

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

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

#### 23 C.4.3.15. Emergency Action Plan

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

#### 31 C.4.3.16. Quality Assurance Plan

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

### 38 C.5. PERFORMANCE MONITORING

#### 39 C.5.1. Quality Assurance Surveillance Plan

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

3 C.6. SECURITY RISK LEVEL DESIGNATIONS

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

5 LABOR CATEGORY SECURITY RISK

6 Program Manager Low

7 Coordinator Low

8 Observer I, II, III Low

9 Investigation Packages

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

- 15 • 0 – 30 days = Security Worksheet, Finger Print Cards (FD 258 Cards)
- 16 • 31 – 179 days = Security Worksheet, SAC Form (OFI Form 86C), Finger Print Cards (FD  
17 258 Cards)
- 18 • 180 or greater days = EQIP Package
  - 19 o Security Worksheet
  - 20 o Electronic Questionnaire (filled out after applicant has been placed in EQIP)
  - 21 o EQIP Signature pages (generated after applicant has completed Questionnaire in EQIP)
  - 22 o Declaration for Federal Employment (Optional Form 306)
  - 23 o Finger Print Cards (FD 258 Cards)
  - 24 o Fair Credit Reporting Form (filled out based on position sensitivity)

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

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

1 C.7. CLAUSES INCORPORATED BY REFERENCE

2 C.7.1. CAR 1352.237-71 SECURITY PROCESSING REQUIREMENTS—LOW RISK CONTRACTS (APR  
3 2010)(Reference 48 CFR 1337.110-70)(c))

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

