

V Northeast Fishery Sector Inc.
Fishing Year 2019 & 2020
Operations Plan and Agreement
SUBMITTED: May 1, 2019

Recitals

- A. Pursuant to Amendment 16 to the Northeast Multispecies Fishery Management Plan (FMP) and implementing regulations promulgated by NOAA Fisheries (NOAA), a group of limited access multispecies permit holders may form a self-selecting cooperative or sector for fisheries management. As a condition of forming a sector, these permit holders do so enter into a binding sector operations plan and agreement that contains the required elements.
- B. The signers to this agreement wish to form a sector under Amendment 16 for Fishing Year 2019 (May 1, 2019 – April 30, 2020) **and** Fishing Year 2020 (May 1, 2020 – April 30, 2021).
- C. Membership in the sector is voluntary and the commitment is for the entire fishing year.
- D. Each member may harvest or transfer its harvest share only under the terms and conditions of this agreement and in compliance with the restrictions imposed by the sector manager and the sector Board of Directors in accordance with this agreement. Any other attempted harvest or transfer of a member’s harvest share shall be a breach of this agreement

Now therefore, for and in consideration of the agreements, covenants, rights and obligations set forth herein and the mutual benefits anticipated by the members under this agreement, the receipt and sufficiency of which is hereby acknowledged, the members and the sector hereby agree as follows effective May 1, 2019:

GENERAL PROVISIONS

- 1. Sector Name: The organization under this agreement shall be called V Northeast Fishery Sector Inc. (Sector 5). This is a non-profit organization that was incorporated in Massachusetts on May 26, 2009 and therefore may be held liable for violations committed by its members.
- 2. Rule of Three Requirement: The NE Multispecies FMP defined a sector as a group of three or more persons, none of whom have ownership an interest in the other two persons in the sector. This criterion has been fulfilled for FY 2019 with:
 - permit # 151069 under the distinct ownership of Goldenwood Fisheries
 - permit # 151942 under the distinct ownership of Kingston Trawlers
 - permit # 310991 under the distinct ownership of CR Fisheries

Documentation of fulfillment of this criterion for FY 2020 will be furnished by the sector in accordance with NOAA guidance and scheduling pertaining FY 2020 operations plan submission.

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3. No Collective Marketing: The members acknowledge that the sector has not been formed or qualified as a collective marketing association. The members therefore agree that nothing in this agreement shall be construed as permitting or obligating members to collaborate regarding processing, marketing or sales of the product produced from the catch harvested under their harvest share. Each member shall conduct all sales of such catch in competition with the other members.

 4. Communication with Sector: The sector manager will be the primary point of contact for all communications on behalf of the sector. In addition, Christopher Brown, Sector 5 President, is authorized to act on behalf of the sector. At the time in which this agreement is entered into, the Board of Directors (Board) are as follows:

Christopher Brown	Robert Westcott	Donald Fox
Howard Follett	Rodman Sykes	

 5. Sector Manager and Registered Agent: The sector manager for the duration of this agreement will be Daniel Salerno. See Exhibit G for contact information. The registered agent is Registered Agents Inc. located at [REDACTED]

 6. Sector Eligibility: To be eligible to be a member of the sector, a person must hold a Limited Access Northeast Multispecies permit and meet all other sector eligibility requirements as established by the sector's Board. Any person wishing to become a sector member must submit an application and signed contract in a timely manner prior to the annual deadline by which sector contracts are submitted to NOAA Fisheries. All members will be notified in advance of the specific date when applications and contracts are due.

 7. Sector Membership: Sector membership shall be effective upon admission of a member by the Board and the acceptance of an executed sector membership agreement. Subject to the automatic renewal provisions of Section 8 below, and the Enforcement Provisions of this agreement, sector membership shall expire at the conclusion of this agreement. Sector members, their permits as identified by the Moratorium Rights Identifier (MRI) and their associated vessels (where appropriate) are identified in Exhibit A. Documentation of sector members, permits/MRIs and vessels for FY 2020 will be furnished by the sector in accordance with NOAA guidance and scheduling pertaining FY 2020 operations plan submission.

 8. Membership Termination: No sector member may terminate their membership in the sector other than in accordance with this section. A member that has agreed to join the sector may withdraw from the sector prior to the start of the fishing year (May 1) by providing notification to the sector manager their intent to withdraw by the Termination Date (April 28, 2019 for FY 2019 and April 28, 2020, for FY 2020). A member that fails to provide such notice by the Termination Date shall be deemed to have automatically renewed its sector membership for the following fishing year.

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If a sector member is in breach of this agreement or has outstanding sector payments or performance obligations as of the Termination Date, unless the Board takes action to terminate such member's membership, such member's membership shall be deemed renewed for the following fishing year, notwithstanding any notice of withdrawal such member may give, and the sector shall have the authority to file an application for a sector allocation including such member as a member of the sector. Each member hereby grants the sector power of attorney, coupled

1 with an interest, for such purposes, and authorizes each of the sector's officers to take any and all
2 actions and execute any and all documents necessary or convenient to give effect to this
3 provision.

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

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10 9. Membership Status: Sector members must notify the sector manager their intent to harvest
11 sector allocation and this notice shall identify which vessel will be used to harvest allocation.
12 Those who do so will be considered ACTIVE sector members. Sector members that will harvest
13 the sector's allocation are identified in Exhibit A. Documentation of sector members who will
14 harvest sector allocation, permits/MRIs and vessels for FY 2020 will be furnished by the sector in
15 accordance with NOAA guidance and scheduling pertaining FY 2020 operations plan submission.
16 NON-ACTIVE sector members shall not harvest any sector ACE including their own allocated
17 harvest share. Additionally, NON-ACTIVE sector members will:

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- 19 • Not participate in any ACE accountable fisheries,
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- 21 • Participate in the ACE transfer market as only a transferor (with limited exceptions that
- 22 only pertain to inter-sector ACE transfers that are "fish for fish" deals).
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- 24 • Not have access to information other than their own individual harvest share amounts.
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- 26 • Not have the Right of First Offer on sector harvest shares and related allocations.
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- 28 • Have the ability to become active during the fishing year by requesting active status and
- 29 receiving permission to become active from the Board.
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31 10. Sector Member and Vessel Permits: In accordance with the requirements of Amendment 16,
32 Exhibit B documents all state and federal permits attached to each sector vessel and/or the
33 members. Documentation of sector member and vessel permits for FY 2020 will be furnished by
34 the sector in accordance with NOAA guidance and scheduling pertaining FY 2020 operations
35 plan submission.

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37 11. Sector Membership Fees: Prior to each fishing years' signed sector contract submission to
38 NOAA, the Board will adopt and notify all sector members in writing the sector fees for the
39 upcoming fishing year. The fees will be used to cover sector operations and At-Sea Monitoring
40 (ASM) costs. Members acknowledge that the Board may adopt additional fees or modify current
41 fees during the duration of this agreement if necessary. These fees could include but not limited
42 to sector member fees, landing fees on allocated stocks, landing fees on non-allocated stocks,
43 minimum trip fees, inter-sector lease fees, intra-sector lease fees and/or per trip ASM fees. A
44 member may allow their fish dealer to collect their fees on their behalf, but it is ultimately the
45 responsibility of the member that any fees imposed are paid in a timely manner. The Board
46 reserves the authority to impose late fees on all outstanding balances beyond ninety days.

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48 12. Sector Allocation: The sector will be allocated an Annual Catch Entitlement (ACE) of all
49 allocated groundfish stocks based on the combined Potential Sector Contribution (PSC) of all

1 MRIs enrolled in the sector as consistent with Amendment 16 and as set forth in Exhibit C. Each
2 member shall take all actions and execute all documents necessary to obtain the sector's ACE.
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4 13. Sector Reserve: Prior to the beginning of each fishing year, the sector manager in
5 conjunction with the Board will determine the amount of sector ACE by stock to be held back
6 from the membership as a reserve. The individual stock reserves will be either a straight
7 poundage amount or a percentage of the total sector ACE and can be modified by the Board
8 during the fishing year to prevent under or over harvest of the sector's ACE. At a minimum, 5 %
9 will be put into reserve for those stocks that do not have a carryover component (Georges Bank
10 East cod & haddock and Georges Bank yellowtail flounder). Reserve ACE cannot be harvested,
11 leased or traded without prior Board approval. If minimal to no reserve is adopted by the Board,
12 all members are encouraged to set aside a portion of their individual harvest share as a voluntary
13 reserve.
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15 14. Distribution of ACE: Each member acknowledges that the sector's ACE is composed of
16 allocations for each northeast multispecies groundfish allocated by Amendment 16 and any
17 subsequent Framework or Amendment. All members will receive a harvest share of sector ACE
18 for all allocated stocks. This harvest share will be comprised of 100 % of their individual ACE
19 based on the PSC associated with all MRIs owned minus any Board adopted and/or voluntary
20 reserve. In addition, any individual overages from the previous fishing year will be deducted
21 from the member's harvest share.
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23 15. Harvest Share Transfers: All members may transfer some or all of their harvest share in a
24 manner authorized by NOAA and in accordance with this agreement for the remaining term of
25 the fishing year. Only the sector manager or his designee has the authority to cause transfer of
26 harvest share between members or between the sector and another sector.
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28 • Intra-Sector Transfer: All members may transfer some or all of their harvest share only
29 to one or more active members of the sector. Transfers will become finalized once the
30 details of the transfer (stock, amount & compensation) are confirmed by all parties by the
31 sector manager.
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33 • Inter-Sector Transfer: All members may transfer some or all of their harvest share to
34 one or more other approved sectors subject the following procedures:
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36 i. A member must reach an agreement on all transfer terms (sector, stock, amount
37 & compensation) with the member of the receiving sector. All terms must be
38 forwarded to the sector manager to be confirmed with the receiving sector's
39 manager.
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41 ii. If both sector managers confirm the transaction is valid, the sector manager will
42 initiate the Right of First Offer (ROFO). This process entails the sector manager
43 providing written notice of the transaction with all appropriate terms of the
44 transaction (sector, stock, amount & compensation) via electronic mail to all
45 active members of the sector. The active members will have 120 hours from the
46 date and time of the ROFO notice to accept all terms and conditions of the
47 transaction.
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49 iii. An active member that elects to do accept the ROFO shall notify the sector
50 manager of their intentions to accept the offer within the 120 hour period. If

1 more than one active member elects to accept the ROFO, all active members
2 doing so shall each receive an equal portion of the transaction and will be
3 responsible for their share of the compensation. Upon completion of the ROFO
4 period, the transfer will be finalized by the sector manager.
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- 6 iv. If after the 120 period has expired with no internal acceptance of the ROFO, the
7 sector manager will then proceed with the transfer as outlined by the terms of the
8 ROFO to the other sector via NOAA's Sector Information Management Module
9 (SIMM).
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11 The Board reserves the authority to modify or waive the harvest share transfer rules on a case by
12 case basis if petitioned by any sector members involved in the harvest share transfer.
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14 16. Permit Transfers: A member may transfer their permit/MRI to another party in accordance
15 with this agreement. For the purposes of this section, transferring a fifty percent or greater
16 interest in a permit/MRI or in the entity that holds the permit/MRI shall constitute a permit
17 transfer. All sector permit transfers shall be conducted in the following manner:
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- 19 • Permit Transfer to Active Sector Member: If the receiving party of the permit
20 transfer is an active sector member, no sector restrictions apply to said transfer.
21 However, a written copy of all terms and conditions of the transfer must be provided to
22 the sector manager.

23 If the permit transfer involves a non-active sector member or a non-sector member as the buyer, a
24 completed Purchase and Sales Agreement (P&S), signed by both parties, outlining all terms and
25 conditions of the transfer must be provided to the sector manager. The Board in conjunction with
26 the sector manager and the seller will have seven days to determine whether or not the permit
27 transfer must follow the sector's rules for the Right of First Refusal (ROFR). If the Board
28 determines that the permit transfer does not need to follow the ROFR, the transfer shall proceed
29 with no sector restrictions. If the Board determines that the ROFR is necessary, the following
30 rules apply:

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- 32 • Permit Transfers to Non-Active Members: If the receiving party of the permit
33 transfer is a non-active sector member, then the permit transfer is subject to the following
34 procedure:
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- 36 i. The sector manager will initiate the Right of First Refusal (ROFR). This process
37 entails the sector manager providing written notice of the permit transfer via
38 electronic mail to all active members of the sector. The notice will include a
39 copy of the completed P&S, a listing of all federal permits associated with the
40 MRI, the PSC by stock for all allocated groundfish associated with the MRI as
41 well as the current fishing year's groundfish allocations. The active members
42 will have 30 days from the date of the ROFR notice to accept all terms and
43 conditions of the permit transfer.
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- 45 ii. An active member that elects to do accept the ROFR shall notify the sector
46 manager and the seller of the permit of their intentions to accept the offer within
47 the 30 day period. If more than one active member elects to accept the ROFR,
48 the active member who responds first in time shall have the right to acquire the

1 assets that are subject to the permit offer, on all terms and conditions set forth in
2 the P&S.

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4 iii. If after the 30 day period has expired with no active members exercising their
5 ROFR, then the permit transfer may commence as outlined in the P&S. The
6 receiving member will still be considered a non-active member and must request
7 active status from the Board if they wish to use this permit in sector ACE
8 accountable trips.

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10 • Permit Transfers to Non-Sector Members: If the receiving party is not a member of
11 the sector, then the permit transfer is subject to the following procedure:

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13 i. The sector manager will initiate the Right of First Refusal (ROFR). This process
14 entails the sector manager providing written notice of the permit transfer via
15 electronic mail to all members (active and non-active) of the sector. The notice
16 will include a copy of the completed P&S, a listing of all federal permits
17 associated with the MRI, the PSC by stock for all allocated groundfish associated
18 with the MRI as well as the current fishing year's groundfish allocations. All
19 sector members will have 30 days from the date of the ROFR notice to accept all
20 terms and conditions of the permit transfer.

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22 ii. A sector member that elects to do accept the ROFR shall notify the sector
23 manager and the seller of the permit of their intentions to accept the offer within
24 the 30 day period. If more than one member elects to accept the ROFR, the
25 sector member who responds first in time shall have the right to acquire the
26 assets that are subject to the permit offer, on all terms and conditions set forth in
27 the P&S. An active member's acceptance of the ROFR shall supersede a non-
28 active member's acceptance of the ROFR.

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30 iii. If after the 30 day period has expired with no sector members exercising their
31 ROFR, then the permit transfer may commence as outlined in the P&S. The
32 receiving member will be considered a non-active member and must request
33 active status from the Board if they wish to use this permit in sector ACE
34 accountable trips.

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36 The Board reserves the authority to modify or waive the permit transfer rules on a case by case
37 basis if petitioned by any sector members involved in the permit transfer.

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39 17. Harvesting Rules: Each active member shall conduct their fishing operation in strict
40 compliance with the Harvesting Rules set forth in Exhibit C. The sector manager will monitor
41 sector members' activity to ensure the sector remains in compliance with Amendment 16 and
42 other related regulations. Members acknowledge that the sector manager in conjunction with the
43 Board may modify or adopt additional requirements or restrictions on harvest of the sector's ACE
44 in order to ensure effective utilization and management of the sector's ACE. Any and all changes
45 to the Harvesting Rules will be transmitted to the sector membership via electronic mail.

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47 18. Catch Monitoring and Reporting: Each active member shall comply with all catch
48 monitoring and reporting requirements established by the sector manager, which may include but
49 are not limited to maintaining and filing copies of accurate catch logs, carrying fishery observers
50 and at-sea monitors, installing and operating electronic vessel and catch reporting and monitoring

1 equipment, landing catch only in pre-approved ports and completing and filing accurate delivery
2 reports on a timely basis. Without limiting the foregoing, each active member shall submit on a
3 timely basis all catch information as required by and necessary for the sector manager to
4 complete and file the sector's weekly reports. Each active member's harvest of sector ACE shall
5 be calculated and tabulated in accordance with the catch accounting measures established by
6 NOAA with respect to the sector's ACE. Absent manifest error, the catch information produced
7 by the sector manager shall be presumed accurate, and absent manifest error, each member's
8 obligations under this agreement and all related documents may be enforced to their fullest extent
9 on the basis of such information.

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11 19. Stock Attribution: The sector manager will utilize landings information from each trip and
12 apply logbook area information to calculate stock attribution ratios for all applicable species.

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14 20. Allocated Groundfish Discard Accounting: The sector manager (or his/her designated
15 representative) will derive stock specific discards for each trip. If the trip is observed by either an
16 at-sea monitor or a Northeast Fisheries Observer Program (NEFOP) observer, discards will be
17 derived based on data collected during that trip and will account for all hauls (observed and
18 unobserved) on that trip. If the trip is not observed, discards will be derived using NOAA
19 Fisheries-provided discard rate resulting from the NOAA Fisheries method to estimate 'in-
20 season' discard rates, which may not include data from research trips or sector trips using certain
21 exemptions.

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23 21. Reporting: The sector manager will submit the following reports to NOAA:

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25 • Weekly Reporting:

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27 i. Sector Manager Detail Report: A report that provides catch at the sub-trip level
28 for all sector trips completed through the most recent "Week End Date". It will
29 include vessel permit numbers, trip identifier numbers, gear type and mesh
30 category, stock, landings, discards (observed or calculated) and total catch. This
31 report is cumulative in nature from the start of the fishing year and is adjusted
32 retroactively as additional data elements become available.

33
34 ii. Sector Manager Trip Issue Report: A report that provides brief information
35 on any enforcement or compliance issues that arise that are contrary to this
36 agreement as well as actions taken to remedy the issue. This report is cumulative
37 in nature from the start of the fishing year.

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39 iii. Sector Manager ACE Status Report: A report that provides the most accurate
40 ACE usage for all allocated stocks. This report will take into account changes in
41 total ACE available by including any carryover ACE (both maximum and De
42 Minimis), in-season adjustments, ACE transfers both into and out of the sector as
43 well as east to west ACE conversions for appropriate stocks. This report is
44 cumulative in nature from the start of the fishing year.

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46 • Daily Reporting: The reporting frequency for the sector manager's ACE Status
47 Report will be increased to daily when 90 % of any of the sector's ACE is reached. The
48 sector manager, or a designated representative, must notify NOAA Fisheries immediately
49 by electronic mail if the threshold that triggers daily reporting has been reached. During
50 the period when a sector has reached or exceeded 90 % of any of its ACE, a daily ACE

1 Status Report must be submitted only on a day when a member vessel lands, or when the
2 sector engages in an ACE transfer of a stock that is exceeding the 90 % threshold. This
3 report will only account for those stocks that are at 90 % or more of usage. Daily
4 reporting will discontinue when transfer or conversion activity decreases the usage level
5 below 90 %.

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- 7 • Annual Reporting: The sector manager will submit an annual report to NOAA that
8 summarizes fishing activities of the sector and its members on both sector and non-sector
9 trips. This report will include PSC and initial ACE totals, harvest levels of all species
10 (landings and discards) by gear type, detailed inter and intra sector trading information,
11 enforcement actions taken during the fishing year, regulatory exemption usage as well as
12 any other relevant information required to evaluate the performance of the sector. The
13 actual date of submission will be specified by NOAA.
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- 15 • Issue Tracking: The sector manager will report all data quality issues to the
16 appropriate NOAA personnel for corrections through the JIRA issue tracking application
17 implemented by NOAA.
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19 22. ACE Threshold Program: The sector manager, in conjunction with the Board, will develop
20 an internal ACE threshold program. This program would incorporate individual harvest share
21 thresholds by stock that alert the sector manager and the member that actions may need to be
22 taken to avoid exceeding one’s harvest share. These actions may include but are not limited to
23 “Decreasing Fishing Effort”, “Initiate ACE Leasing/Trading” and/or “Stop Fishing”.

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25 23. Confidentiality Data Statement: Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens
26 Fishery Conservation and Management Act, 16 U.S.C. §1881a(b)(1)(F), the undersigned hereby
27 authorizes the release to the manager of V Northeast Fishery Sector Inc. of information that may
28 be or is considered to be confidential or privileged by the Magnuson-Stevens Act or other federal
29 law regarding the catch of various species of fish associated with the limited access Northeast
30 multispecies permit with the Moratorium Rights Identifiers (MRIs) enrolled in the sector
31 submitted to NOAA Fisheries that the undersigned has authority to access. This information
32 includes data required to be submitted or collected by NOAA Fisheries, including but not limited
33 to days-at-sea allocation and usage, vessel trip reports, dealer reports, Northeast Fishery Observer
34 Program data, catch and landings history data, at-sea monitoring data, VMS information, and all
35 other information associated with the vessel, MRI #, and/or permit records. This confidential
36 data statement applies to the length of this agreement which covers FY 2019 (May 1, 2019 –
37 April 30, 2020) and FY 2020 (May 1, 2020 – April 30, 2021).

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39 24. Consolidation of ACE: In FY 2018, 76 % of the permits enrolled in Sector 5 for FYs 2019 and
40 20 are attached to vessels actively fishing for NE multispecies. For FYs 2019 and 20, Sector 5
41 has 25 permits currently enrolled. Of those permits, 19 are anticipated to actively fish for NE
42 multispecies in FYs 2019 and 20. While these numbers may change, Sector 5 expects that
43 compared to FY 2018, there would be no change from the consolidation that previously occurred
44 among the members in FY 2018. The member permits that are not attached to active NE
45 multispecies vessels in FYs 2019 and 2020 are the same permits that did not fish in FY 2018. In
46 all cases, a member who owns multiple permits fished the ACE (or DAS if in the common pool)
47 of all those permits on fewer hulls and will now continue to fish the ACE contributed by all those
48 permits on fewer hulls, resulting in no additional consolidation.

1 25. Redirection of Effort: During FY 2017, Sector 5 vessels switched fishing efforts into the
2 following fisheries:
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- 4 • Skate (wing) – ELM sink gillnets
- 5 • Monkfish – ELM sink gillnets
- 6 • Tilefish – bottom longline
- 7 • Tuna – pelagic longline
- 8 • American Lobster – pots
- 9 • Atlantic Herring – midwater & bottom trawl
- 10 • Skate (bait) – trawl
- 11 • Squid, Mackerel & Butterfish – trawl
- 12 • Scup – trawl
- 13 • Small Mesh NE Multispecies – trawl
- 14 • Black Sea Bass – trawl
- 15 • Summer Flounder – trawl
- 16 • Atlantic Sea Scallop – trawl

17 During the first quarter of FY 2018, Sector 5 vessels switched fishing efforts into the following
18 fisheries:

- 19 • Skate (wing) – ELM sink gillnets
- 20 • Skate (bait) – trawl
- 21 • Monkfish – ELM sink gillnets
- 22 • Tilefish – bottom longline
- 23 • Atlantic Sea Scallop – trawl
- 24 • Squid, Mackerel and Butterfish – trawl
- 25 • Small Mesh NE Multispecies – trawl
- 26 • Scup – trawl
- 27 • Summer Flounder – trawl

28 During FYs 2019 and 2020, Sector 5 anticipates similar redirection of effort to the fisheries listed
29 above.

30 26. Amendment and Incorporation by Reference: The Exhibits hereto and the collateral documents
31 referred to herein are and shall all be as the same may be amended from time to time. Any
32 amendments thereto or hereto which are approved by the Board shall, as a condition of further
33 membership of any member in the sector be deemed without any requirement of acceptance,
34 consent or execution by any such member to have been adopted, ratified and confirmed by such
35 member.

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AT-SEA MONITORING PROVISIONS

1. ASM Contracting: Sector 5 will contract with one or more of the companies approved by NOAA Fisheries to provide at-sea monitoring and will notify NOAA Fisheries of its selection no later than April 30, 2019.
2. Coverage Rate: Sector 5 will deploy at-sea monitors in a way to achieve 31 % of trips that is random and representative of fishing activities of the sector.
3. ASM Program: Sector 5 will use the NOAA Fisheries designed ASM program. NOAA Fisheries ASM Standards and Description of the NMFS ASM Program can be found in Exhibit E.
4. Electronic Monitoring Provision: Sector vessels may use electronic monitoring (EM) systems (i.e. cameras, gear sensors, video recording equipment) in lieu of human at-sea monitors (ASM) to meet federal ASM requirements for FY 2019 and FY 2020.
 - a. Vessels may be authorized to use EM only under a valid Exempted Fishing Permit issued by NOAA Fisheries.
 - b. Vessels fishing under the EFP must abide by all operational and reporting requirements and conditions outlined in the EFP and the vessel’s Vessel Monitoring Plan.
 - c. Vessels using EM are required to declare their intent to take a sector trip using the Pre-Trip Notification System (PTNS), consistent with standard notification protocols listed in the Harvesting Rules in Exhibit C.
 - d. Vessels fishing under the EFP are not exempt from the requirement to carry NEFOP observers when selected for coverage. PTNS notification and selection procedures for NEFOP coverage under EM remains the same.

ENFORCEMENT PROVISIONS

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- 3 1. **Joint and Several Liability and Indemnification:** Each member acknowledges that the sector’s
- 4 members may be held jointly liable for ACE overages, discarding of legal-sized fish and
- 5 misreporting of catch landings or discards. Further, each member acknowledges that should a the
- 6 total allowable catch allocated to the sector be exceeded in a given fishing year, the sector’s
- 7 allocation will be reduced by the overage in the following fishing year, and the sector, each vessel
- 8 participating in the sector and each vessel operator and/or vessel owner participating in the sector
- 9 may be charged, as a result of said overages, jointly and severally for civil penalties and permit
- 10 sanctions pursuant to 15 C.F.R. Part 904, and that if the sector exceeds its total allowable catch in
- 11 more than one fishing year, the sector’s ACE may be permanently reduced or the sector’s
- 12 authorization to operate may be withdrawn.

13 In consideration of the foregoing, each active member agrees to indemnify, defend and hold the

14 sector and all other members harmless from and against all liabilities, claims, fines, penalties and

15 forfeitures of any nature whatsoever arising out of or related to any breach of this agreement

16 related to such active member’s harvest of sector ACE, and each member agrees to indemnify,

17 defend and hold the sector and the other members harmless from and against all liabilities,

18 claims, fines, penalties and forfeitures of any nature whatsoever arising out of or related to such

19 member’s breach of this agreement. Each member’s indemnification obligation under this

20 section is separate from and in addition to each member’s liquidated damages and consequential

21 damages obligations defined below. Each member authorizes the Board to require that a

22 member’s obligations under this section be secured by a surety.

- 23
- 24 2. **Release and Waiver of All Claims Against Sector Manger; Indemnification and Hold Harmless:**
- 25 Each member acknowledges that the effectiveness of this agreement depends on the sector
- 26 manager exercising reasonable independent business judgment in good faith in reviewing and
- 27 approving or disapproving members’ fishing plans, monitoring harvest of the sector’s ACE, and
- 28 enforcing the terms and conditions of this agreement. Each member hereby waives and releases
- 29 any and all claims against the sector manager arising out of or relating to sector manager’s
- 30 performance under this agreement, other than those arising solely from the gross negligence or
- 31 willful misconduct by the sector manager, as conclusively determined by a court of final and
- 32 competent jurisdiction. The sector and the members agree to jointly and severally indemnify,
- 33 defend and hold the sector manager harmless from and against any third party claims, damages,
- 34 fines, penalties and liabilities of any kind whatsoever asserted against the sector manager in
- 35 connection with the sector manager’s performance under this agreement, other than those arising
- 36 out of gross negligence or willful misconduct by the sector manager.

- 37
- 38 3. **Enforcement Issues:** The sector member acknowledges that enforcement issues must be
- 39 included in weekly reporting to NOAA. Weekly Sector Manager Trip Issue Reports must include
- 40 any enforcement or reporting compliance issues, including violations of operations plans
- 41 (exclusive of defined administrative provisions), violations of regulations, or general problems
- 42 with monitoring or sector operations during the reporting period.

- 43
- 44 4. **Breach and Remedies for Breach:** The benefits associated with sector membership will
- 45 only accrue to the members if each of them strictly complies with this agreement. Each member

1 will make significant operational and financial commitments based on this agreement, and any
2 member's failure to fulfill any of its obligations under this agreement could have significant
3 adverse consequences for some or all other members. Any failure by a member to fulfill any of
4 its obligations under this agreement shall constitute a breach of this agreement. Each member
5 shall be bound by the procedures set forth in this section for determining whether a member has
6 breached this agreement. The sector shall be entitled to the remedies set forth in this section if a
7 member is determined by the sector to have breached this agreement. Each member shall take all
8 actions and execute all documents the sector manager deems necessary or convenient to give
9 effect to the provisions of this section.

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- 11 5. Notice to Vessel Masters; Assumption of Liability: Each vessel harvesting a member's
12 harvest share, or participating in a fishery that may require utilization of a member's harvest
13 share, will be under the day-to-day command of the vessel's master who will to a significant
14 degree have control over whether the vessel is operated in compliance with this agreement. Each
15 member shall ensure that the master(s) of the vessel(s) harvesting such member's harvest share
16 are aware of the terms and conditions of this agreement governing the harvest of such member's
17 harvest share, including without limitation the Harvesting Rules, and shall have confirmed their
18 agreement to abide by such terms in writing. Each member assumes all liability under this
19 agreement arising out of or related to the actions of the master(s) operating such member's
20 vessel(s).
- 21
- 22 6. Liquidated Damages Schedule and Schedule Amendments: The loss, costs and damages
23 which may be damages which may be suffered or incurred by members as the result of any
24 member harvesting sector ACE in excess of the amount such member is authorized to harvest
25 under this agreement, or otherwise breaching this agreement, will be difficult to calculate. The
26 loss, costs and damages the members and the sector could suffer as the result of a member
27 harvesting more sector ACE than its harvest share, or otherwise breaching this agreement, are
28 likely to substantially exceed the market value of the excess harvest. Consequently, the sector
29 may impose and assess upon any breaching member the liquidated damages amounts as
30 established under Section 7 below.
- 31
- 32 7. Liquidated Damages Calculation: The liquidated damages amount for each pound by
33 which a member's harvest of an allocated species exceeds such member's harvest share for such
34 species shall be the average inter-sector lease market listing price from two months previous
35 multiplied by a multiplier of three or more as determined by the Enforcement Committee. The
36 liquidated damages amounts for breaches of this agreement, other than overharvest of a member's
37 harvest share shall be provided in Exhibit D.
- 38
- 39 8. Liquidated Damages Security: The Board may require that a member that has two or more
40 NOAA fishing regulation violations, or which has breached this agreement or another sector's
41 operations plan on two or more occasions, post a bond or obtain a letter of credit securing such
42 member's payment and performance obligations under this agreement in such amounts as the
43 Board deems appropriate, or may require such member to personally guaranty, and/or have other
44 members or third parties personally guaranty, such member's payment and performance
45 obligations under this agreement.
- 46

1 9. Sector Manager Actions in Response to Apparent Breach: The sector manager shall
2 monitor the members' compliance with the terms and conditions of this agreement. If the sector
3 manager becomes aware of an apparent breach of this agreement by a member, the sector
4 manager shall investigate the matter, and if the sector manager concludes that a member has
5 breached this agreement, the sector manager shall notify such member of the apparent breach and
6 (if such breach is reasonably susceptible of cure) provide such member with an opportunity to
7 cure the breach. If such member fails to demonstrate to the sector manager, in the sector
8 manager's sole and absolute discretion, that no breach occurred, or to cure the breach within the
9 time period directed by the sector manager, taking into account the magnitude of the breach and
10 the potential consequences of the breach for the sector and the other members, the sector manager
11 shall notify the member in writing that the sector manager is referring the alleged breach to the
12 Enforcement Committee, and shall notify the Enforcement Committee in writing of the alleged
13 breach and the proposed liquidated damages. If during the investigation, notice and cure period
14 described above, the sector manager concludes it is necessary for the protection of the interests
15 of the sector and its members, the sector manager may issue a "Stop Fishing Order" (Section 16)
16 to the member in apparent breach, and if such member fails to cause the vessels harvesting its
17 harvest share to immediately stop fishing, the sector manager may take any action he/she deems
18 necessary including without limitation, self-help or court action which may include the seeking
19 of injunctive relief.
20

21 10. Enforcement Committee: The Board will act as the Enforcement Committee with the
22 exception of any board members that may be in apparent breach of this agreement. The
23 Enforcement Committee shall assist the sector manager in setting and updating the liquidated
24 damages amounts for breaches of this agreement. And shall hear and decide members' appeals of
25 the sector manager's contract breach determinations and liquidated damages assessments.
26

27 11. Members Appeals: A member receiving notice of an alleged breach and proposed liquidated
28 damages shall have five days from the date that the member receives notice to request an appeal
29 hearing before the Enforcement Committee. If a member fails to request a hearing within such
30 five day appeal period, the member's right of appeal shall expire, the member shall be deemed to
31 have breached this agreement in accordance with the sector manager's determination, and the
32 member shall be obligated to pay the related liquidated damages. If a member timely requests an
33 appeal hearing, the sector manager shall consult with the Enforcement Committee and schedule
34 an Enforcement Committee meeting for that purpose. The Enforcement Committee shall make
35 reasonable efforts to schedule the meeting at a time and place such that the member requesting
36 the appeal is able to attend, and shall provide the member with at least thirty days advance written
37 notice of the time and place of the meeting. At such meeting, the Enforcement Committee shall
38 provide the sector manager with an opportunity to present evidence of the apparent breach, and
39 shall provide the member in apparent breach with a reasonable opportunity to rebut such
40 evidence. All data produced by the sector manager shall be presumed accurate, and, absent
41 manifest error, each member's obligations under this agreement and all related documents may be
42 enforced to their fullest extent on the basis of such data. If the Enforcement Committee
43 determines that a member breached this agreement, the sector shall have the right to collect from
44 such member the liquidated damages amount provided for such breach under this agreement.
45

46 12. Voluntary Compliance: In connection with breaches of this agreement for which a member is
47 liable to the sector or other sector members for liquidated damages, the sector shall provide the

1 breaching member fifteen days prior notice of its intent to exercise its rights of collection, during
2 which period the member may propose an alternative method of compensating the sector and
3 other sector members for the damages suffered as the result of such member's breach. The
4 Enforcement Committee may approve or disapprove any alternative form of compensation in its
5 sole discretion, provided that if the breach at issue is an overharvest of a member's harvest share,
6 there shall be no liquidated damages imposed if the member in breach obtains sufficient harvest
7 share from other members to offset the overharvest, and tenders conclusive evidence to that effect
8 to the Enforcement Committee. Such member shall nevertheless remain liable for the costs and
9 fees incurred by the sector in connection with the alleged breach, and the sector shall be entitled
10 to collect such costs and fees if such member fails to pay the same within ten days of receiving
11 the sector's demand for payment.
12

13 13. Liquidated Damages Collection and Related Expenses: If a members fails to resolve a breach of
14 this agreement through voluntary compliance measures approved by the Enforcement Committee
15 and performed by such member on a timely basis, the member in breach shall pay the liquidated
16 damages amount assessed by the sector within ten days of the end of the voluntary compliance
17 period described above. Liquidated damages amounts not paid when due shall accrue interest at a
18 rate of interest equal to the prime rate of interest announced by Bank of America, or such other
19 bank as the Board may select from time to time, as of the last day of the voluntary compliance
20 period plus twelve percent (12%). If a member fails to pay the liquidated damages amount
21 assessed by the Enforcement Committee with interest within thirty days of the end of the
22 voluntary compliance period described above, the sector may pursue legal action to collect the
23 liquidated damages. In addition, in connection with member breaches resulting from an
24 overharvest of a member's harvest share, the sector (acting through the Enforcement Committee)
25 may take possession of an amount of the member in breach's harvest share for the overharvested
26 species for the year in which the contract breach occurred and, if necessary, in subsequent years,
27 in a total amount equal to three times the amount of such overharvest, provided that the amount of
28 a member's liability to the sector for overharvest shall be reduced proportionately to the extent
29 that the sector does so. In addition to liquidated damages, the sector shall be entitled to all fees,
30 costs and expenses, including attorney's fees, actually incurred by the sector in connection with
31 any action to collect liquidated damages from a member in breach of this agreement, whether or
32 not the sector prevails in such action.
33

34 14. Consequential Damages for Gross Negligence or Willful Misconduct: In addition to the
35 liquidated damages imposed by the Enforcement Committee, each member shall be liable for
36 consequential damages in connection with a breach of this agreement resulting from the
37 member's gross negligence or willful misconduct. Each active member shall be liable for the
38 consequential damages arising out of or related to the gross negligence or willful misconduct of
39 the captain operating such active member's vessel(s).
40

41 15. Distribution of Damages: Where a member's breach causes one or more other members to
42 harvest less than their harvest share, damages awarded to the sector under this provision shall first
43 be distributed *pro rata* among the members whose harvest was reduced, with each member
44 receiving a fraction of such funds, the numerator of which is the amount by which such member's
45 catch was less than such member's allocation or apportionment, and the denominator of which is
46 the sum of the aggregate amount of by which all members' allocations or apportionments were
47 reduced as a result of the breach, up to the amount of loss suffered by each such member as the

1 result of the breach. Any damages awarded to the sector in excess of those distributed to other
2 members under this section, and any damages awarded in connection with a breach which does
3 not cause any other member's allocation or apportionment to be reduced, shall be retained by the
4 sector and applied to the costs of sector operations.
5

- 6 16. Stop Fishing Order, Injunctive Relief: Sector members may be held jointly and severally liable
7 if (a) a sector exceeds its ACE, (b) a sector member discards legal-sized fish, or (c) a sector
8 member misreports landings or discards. If a sector exceeds its ACE in a given fishing year, the
9 sector's allocation may be reduced by the overage in the following fishing year, and the sector,
10 each vessel, and vessel operator and/or vessel owner participating in the sector may be jointly and
11 severally liable for civil penalties and permit sanctions pursuant to 15 C.F.R. Part 904 in
12 connection with such overage. In addition, if a Sector exceeds its ACE in more than one fishing
13 year, NOAA may permanently reduce the Sector's ACE or withdraw the sector's authorization to
14 operate.
15

16 The sector will exceed its ACE only if one or more members overharvest their harvest share. A
17 member's overharvest of its harvest share would be a breach of this agreement for which a
18 member would be liable for damages. Because each incident of sector ACE overharvest would
19 constitute a separate violation of the Amendment 16 regulations, and because each such incident
20 would be treated as a prior violation by NOAA for purposes of determining appropriate fines,
21 penalties and forfeitures in connection with a subsequent violation, the damages suffered by the
22 sector as a result of an overharvest by one or more members that resulted in the sector
23 overharvesting its ACE would be consequential and irreparable.
24

25 In consideration of these circumstances, and in consideration for the sector waiving its right to
26 require each member to obtain a security bond or pledge collateral to secure its obligation to the
27 sector to limit its harvest of sector ACE to such member's harvest share, which consideration
28 each member agrees it has received and is sufficient, the members hereby agree as follows.
29

- 30 a. The sector, acting through the sector manager, has the authority to issue to any member
31 that the sector manager determines is in breach a Stop Fishing Order, and upon such
32 issuance, such member shall immediately cause all vessels harvesting its harvest share to
33 cease doing so, and such member shall not permit the vessels harvesting its harvest share
34 to resume doing so unless and until the sector manager rescinds the Stop Fishing Order.
35 Each member hereby releases the sector, all other members and the sector manager from
36 any and all liability of any nature whatsoever, including but not limited to both
37 contractual and tort liability, for any direct or indirect, incidental or consequential losses
38 or damages that a member may suffer as a result of complying with a Stop Fishing Order.
39
- 40 b. If any vessel(s) harvesting a member's harvest share does not immediately comply with a
41 Stop Fishing Order in accordance with its terms, the sector may exercise remedies of self-
42 help and take any and all other action as the sector determines necessary to enforce the
43 Stop Fishing Order and this agreement, including injunctive relief. In seeking injunctive
44 relief, the sector manager's burden of proof (if any) shall be satisfied by:
45
- 46 i. Production of a copy of the Stop Fishing Order; and
47

1 ii. Evidence that the vessel continued to fish thereafter
2

3 The member shall be liable to the sector for all losses, costs, damages, fees and expenses incurred
4 by the sector in connection with enforcement, including but not limited to, the costs of obtaining
5 any bond the sector may be required to post, whether or not the sector prevails.
6

7 17. Expulsion: A member may be expelled from the sector at any time for:
8

- 9 a. A knowing, willful breach of this agreement;
10
11 b. Any alleged breach of this agreement that is either not appealed pursuant to Section 11 or
12 is upheld by the Enforcement Committee after being appealed, and which such member
13 fails to cure through voluntary compliance approved by the Enforcement Committee
14 pursuant to Section 12, or by paying liquidated damages in accordance with Section 13;
15
16 c. Perpetrating a fishery regulation violation that exposes sector members to joint liability
17 for such violation.
18

19 A member shall be immediately and automatically expelled from the sector if such member
20 ceases to be eligible to participate in the sector or if such member engages in conduct that
21 exposes the sector or other sector members to antitrust or unfair trade practice liability. As of the
22 date of expulsion, the expelled member shall lose all rights to harvest any portion of the sector's
23 ACE unless the expelled member is re-admitted. Expulsion shall not relieve a member of the
24 obligation to pay fees that were levied prior to the date of expulsion, or to pay liquidated damages
25 and costs and fees related to an action or omission by the expelled member that preceded the date
26 of expulsion. The sector shall notify NOAA immediately upon a sector member's expulsion; by
27 electronic mail, followed by posted mail.
28

29 18. Binding Arbitration: Each member and the sector agree to exercise their best good faith
30 commercially reasonable efforts to resolve any disputes arising under this agreement through
31 direct negotiations. Breaches of this agreement which are not resolved through direct negotiation
32 shall be submitted to binding arbitration upon the request of any party at interest. Any person
33 nominated as an arbitrator hereunder by any person shall be a person of mature, sound and
34 reasonable business judgment and experience and either have (a) held a federal fishing master
35 license for at least ten years, or (b) been an attorney at law practicing in the area of fisheries for at
36 least ten years.

37 The party's written request for arbitration shall include the name of the arbitrator selected by the
38 party requesting arbitration. The respondent party shall have ten days to provide written notice of
39 the name of the arbitrator it has selected, if any. If the other party timely selects a second
40 arbitrator, the two arbitrators will jointly select a third arbitrator within ten days. If the other
41 party does not timely select the second arbitrator, there shall be only the one arbitrator. The
42 single arbitrator or the three arbitrators so selected will schedule the arbitration hearing as soon as
43 possible thereafter. Any arbitrator must have no material ties to the sector or any member. The
44 decision of the arbitrator (or in the case of a three arbitrator panel, the decision of the majority)
45 will be final and binding. The arbitration will be conducted under the rules of (but not by) the
46 American Arbitration Association. The parties will be entitled to limited discovery as determined
47 by the arbitrator(s) in his, her or their sole discretion. All costs of arbitration shall be borne by

1 the party requesting the same. Each party shall bear its own costs of preparation and presentation,
2 unless, in the case of the sector, the Board determines to assess such costs to the applicable
3 member, which costs shall be immediately due and payable. In no event will arbitration be
4 available pursuant to this paragraph after the date when commencement of such legal or equitable
5 proceedings based on such claim, dispute, or other matter in question would be barred by an
6 applicable statute of limitations.

7
8 The final decision of the arbitrators shall not be subject to review or appeal by any other person,
9 including any court, with the exception of NOAA in its oversight role for the purposes of
10 statutory and regulatory compliance and consistency. Any right to any such appeal is hereby
11 irrevocably waived and relinquished. Such final decision shall bind the parties and shall not
12 require any further action of enforcement or collection once docketed with the records of the
13 sector. In breach by any member of performance thereof, the sector manager may *sua sponte* and
14 without any notice or hearing issues a Stop Fishing Order or an Order of Expulsion respecting
15 such member in breach.

16
17 The Sector shall, without limiting the foregoing rights and procedure, also have the right to
18 enforce any decision against any member in breach by an action for specific performance,
19 declaratory relief, *lis pendens* or any other action in a court of law having jurisdiction of the
20 parties, it being understood and agreed that the Federal court for the District of Massachusetts and
21 the Massachusetts Superior Court for the County where the registered office of the sector is
22 located shall be deemed to have such jurisdiction.

23

1 **Exhibit A: Sector Membership for FY 2019 (May 1, 2019 – April 30, 2020)**

2

3 1. Sector Members: The following table identifies all Sector 5 members.

4

<u>MRI #</u>	<u>Permit #</u>	<u>Vessel Name</u>
340	250164	Kelsi and Morgan
357	CPH	Zodiac
365	CPH	Seafarer II
394	151069	Proud Mary
409	148642	Sweet Misery
428	151492	Elizabeth & Katherine
504	250243	Eaglet II
529	310473	Linda Marie
551	CPH	Estrela Domar
562	320139	Ocean State
573	320205	Donald T
599	310991	Virginia Marise
636	320550	Atlantic Queen
649	320645	Stephanie Bryan
761	330782	Determination
830	330388	Braedon Michael
902	330567	Black Sheep
1085	410327	Heather Lynn
1471	152457	no name
1507	310378	Rianda S.
1554	151203	Kary Ann
1780	250582	Windsong
1813	152014	Alisha J
2046	150542	Providence

5

6

7 2. Active Sector Members: The following table identifies Sector 5 vessels that are

8 authorized to harvest sector ACE as of May 1, 2019.

9

<u>MRI #</u>	<u>Permit #</u>	<u>Vessel Name</u>
340	250164	Kelsi and Morgan
394	151069	Proud Mary
409	148642	Sweet Misery
428	151492	Elizabeth & Katherine
529	310473	Linda Marie
562	320139	Ocean State
573	320205	Donald T
599	310991	Virginia Marise

636	320550	Atlantic Queen
649	320645	Stephanie Bryan
761	330782	Determination
830	330388	Braedon Michael
902	330567	Black Sheep
1085	410327	Heather Lynn
1507	310378	Rianda S.
1554	151203	Kary Ann
1780	250582	Windsong
1813	152014	Alisha J
2046	150542	Providence

1

2

1 **Exhibit B: Sector Member and Vessel Permits for FY 2019 (May 1, 2019 – April 30, 2020)**

2

MRI	Vessel Permit Number	Vessel Name	Fed Permits	State Permits
340	250164	Kelsi & Morgan	bluefish, spiny dogfish, summer flounder, herring - OA, scallop - LAGC-Inc, American lobster non-trap, monkfish D, NE multispecies, ocean quahog, scup, surf clam, skate, longfin squid tier 1, butterflyfish, tilefish - CI	MA, CT, NY, RI
357	CPH	Zodiac	bluefish, black sea bass, spiny dogfish, summer flounder, herring - OA PL, American lobster non-trap, monkfish E, NE multispecies, red crab - OA, scup, skate, longfin squid/butterfish, squid/butterfish Inc, Atlantic mackerel, tilefish - CI	
365	CPH	Seafarer II	bluefish, spiny dogfish, summer flounder, herring - OA PL, American lobster non-trap, monkfish E, NE multispecies, scup, skate, longfin squid/butterfish, squid/butterfish Inc, Atlantic mackerel, tilefish - CI	
394	151069	Proud Mary	bluefish, black sea bass, spiny dogfish, summer flounder, herring - LA Inc, scallop - LAGC-Inc, American lobster non-trap, monkfish D, NE multispecies, red crab - OA, scup, skate, longfiin squid tier 1, butterflyfish, Atlantic mackerel tier 2, tilefish - CI	RI multi purpose
409	148642	Sweet Misery	bluefish, black sea bass, spiny dogfish, summer flounder, herring - OA PL, American lobster non-trap, American lobster trap Area 2, monkfish D, NE multispecies, ocean quahog, red crab - OA, scup, surf clam, skate, longfin squid tier 1, squid/butterfish Inc, Atlantic mackerel, butterflyfish. tilefish - CI	
428	151492	Elizabeth & Katherine	bluefish, black sea bass, spiny dogfish, summer flounder, herring - LA Inc, scallop - LAGC-IFQ, American lobster non-trap, monkfish D, NE multispecies, ocean quahog, red crab - OA, scup, surf clam, skate, longfin squid tier 1, butterflyfish, Atlantic mackerel tier 3, tilefish - CI	
504	250243	Eaglet II	bluefish, black sea bass, spiny dogfish, summer flounder, herring - OA PL, scallop - LAGC-IFQ, American lobster non-trap, monkfish C, NE multispecies, ocean quahog, red crab - OA, scup, surf clam, skate, longfin squid tier 1, squid/butterfish Inc, Atlantic mackerel, butterflyfish, tilefish - CI	
529	310473	Linda Marie	bluefish, black sea bass, spiny dogfish, summer flounder, herring - LA Areas 2 & 3, herring - LA Inc, American lobster non-trap, monkfish E, NE multispecies, ocean quahog, scup, surf clam, skate, longfin squid tier 1, squid/butterfish Inc, Atlantic mackerel, butterflyfish, tilefish - CI	RI mults
551	CPH	Crestliner Skiff	bluefish, black sea bass, spiny dogfish, summer flounder, herring - OA PL, American lobster non-trap, monkfish D, NE multispecies, red crab - OA, scup, skate, longfin squid/butterfish, Atlantic mackerel, tilefish - CI	
562	320139	Ocean State	bluefish, black sea bass, spiny dogfish, summer flounder, herring - LA Areas 2 & 3, herring - LA Inc, scallop - LAGC-Inc, American lobster non-trap, monkfish E, NE multispecies, red crab - OA, scup, skate, longfin squid tier 1, butterflyfish, Atlantic mackerel tier 3, tilefish - CI	

573	320205	Donald T	bluefish, black sea bass, spiny dogfish, summer flounder, herring - OA PL, American lobster non-trap, American lobster trap Area 6, monkfish E, NE multispecies, red crab - OA, scup, skate, longfin squid tier 1, Atlantic mackerel, butterfish, tilefish - CI	
599	310991	Virginia Marise	bluefish, black sea bass, spiny dogfish, summer flounder, herring - LA Inc, scallop - LAGC-Inc, American lobster non-trap, monkfish D, NE multispecies, ocean quahog, red crab - OA, scup, surf clam, skate, longfin squid tier 1, Atlantic mackerel, butterfish, tilefish - CI	RI multi purpose
636	320550	Atlantic Queen	bluefish, black sea bass, spiny dogfish, summer flounder, herring - LA Inc, American lobster non-trap, monkfish F, NE multispecies, red crab - OA, scup, skate, longfin squid tier 1, Atlantic mackerel, butterfish, tilefish - CI	NY, MA, RI
649	320645	Stephanie & Bryan	bluefish, black sea bass, spiny dogfish, summer flounder, herring - OA, scallop - LAGC-IFQ, American lobster non-trap, monkfish D, NE multispecies, ocean quahog, red crab - OA, scup, surf clam, skate, longfin squid tier 1, squid/butterfish Inc, Atlantic mackerel, butterfish, tilefish - CI	MA, NY, RI, VA
761	330782	Determination	bluefish, black sea bass, spiny dogfish, summer flounder, herring - OA, herring - Area 2 & 3 PL, scallop - LAGC-Inc, American lobster non-trap, monkfish D, NE multispecies, ocean quahog, scup, skate, longfin squid tier 1, squid/butterfish Inc, butterfish, Atlantic mackerel tier 2, tilefish - CI	NC, VA, MA, RI
830	330388	Braedon Micheal	bluefish, black sea bass, spiny dogfish, summer flounder, herring - OA PL, scallop - LAGC-IFQ, American lobster non-trap, monkfish D, NE multispecies, ocean quahog, red crab - OA, scup, surf clam, skate, longfin squid tier 1, butterfish, Atlantic mackerel tier 3, tilefish - CI	
902	330567	Black Sheep	bluefish, black sea bass, summer flounder, herring - OA PL, scallop - LAGC-Inc, American lobster non-trap, monkfish D, NE multispecies, ocean quahog, red crab - OA, scup, surf clam, longfin squid tier 1, squid/butterfish Inc, Atlantic mackerel, butterfish, tilefish - CI	RI mults, MA fluke & scup
1085	410327	Heather Lynn	bluefish, black sea bass, spiny dogfish, summer flounder, Incidental HMS Squid Trawl, herring - LA All Areas, scallop - LAGC-Inc, American lobster - non trap, monkfish C, NE multispecies, red crab - OA, scup, skate, longfin squid tier 1, Atlantic mackerel, Illex squid, butterfish, tilefish - CI	
1471	152457	no name	black sea bass, summer flounder, American lobster non-trap, NE multispecies, scup, longfin squid tier 1, butterfish	
1507	310378	Rianda S	bluefish, bluefish CP, black sea bass, black sea bass CP, spiny dogfish, summer flounder, summerflounder CP, Inc HMS squid trawl, herring - LA Inc, scallop - LAGC-Inc, American lobster non-trap, American lobster trap Area 6, monkfish D, NE multispecies, ocean quahog, red crab - OA, scup, scup CP, skate, longfin squid tier 1, squid/mackerel/butterfish CP, Illex squid, butterfish, Atlantic mackerel tier 3, tilefish - CI, tilefish CP	NY, RI, CT, NJ
1554	151203	Kary Ann	bluefish, black sea bass, spiny dogfish, summer flounder, herring - OA PL, scallop - LAGC-IFQ, American lobster non-trap, monkfish E, NE multispecies, ocean quahog, red crab - OA, scup, surf clam, skate, longfin squid tier 1, Atlantic mackerel, butterfish, tilefish - CI	NY Food Fish

1780	250582	Windsong	bluefish, black sea bass, spiny dogfish, summer flounder, herring - OA PL, scallop - LAGC-IFQ, American lobster non-trap, monkfish E, NE multispecies, red crab - OA, scup, skate, longfin squid tier 1, Atlantic mackerel, butterfish, tilefish - CI	NY Food Fish
1813	152014	Alisha J	bluefish, black sea bass, spiny dogfish, summer flounder, herring - OA PL, scallop - LAGC-IFQ, monkfish E, NE multispecies, scup, skate, longfin squid tier 1, butterfish, tilefish - CI	NY
2046	150542	Providence	bluefish, black sea bass, spiny dogfish, summer flounder, herring - OA, scallop - LAGC-IFQ, American lobster non-trap, monkfish E, NE multispecies, red crab - OA, scup, skate, longfin squid tier 1, squid/butterfish Inc, Atlantic mackerel, butterfish, tilefish - CI	NY

1

1 **Exhibit C: Harvesting Rules for FY 2019 and FY 2020**

2

3 The members and their participating vessels of V Northeast Fishery Sector Inc. agree to be legally bound
4 to follow the Harvesting Rules for Fishing year 2019 (May 1, 2019 to April 30, 2020) and Fishing Year
5 2020 (May 1, 2020 to April 30, 2021) as described herein.

- 6 1. Sector Annual Catch Entitlement: The members agree that they will not collectively
7 harvest more than the Sector ACE, as adjusted by transfers, in-season adjustments and
8 conversions, for any allocated groundfish stock. Furthermore, the members agree that once an
9 annual ACE for a particular stock is reached, no members will fish commercially on any sector
10 ACE accountable trips in the stock area of the 100 % utilized stock. Sector members may resume
11 fishing activities only if additional ACE is secured through an inter-sector ACE transfer. The
12 sector ACE allocated by NOAA to Sector 5 in FY 2019 is identified in the table below:

Stock	Sector ACE:
GB Cod East	2,000
GB Cod West	14,594
GOM Cod	5
GB Winter Flounder	7,445
GOM Winter Flounder	91
SNE/MA Winter Flounder	137,488
GB Haddock East	269,696
GB Haddock West	688,193
GOM Haddock	656
White Hake	5,691
American Plaice	13,984
Pollock	35,058
Redfish	3,505
Witch Flounder	10,555
CC/GOM Yellowtail Flounder	1,800
GB yellowtail Flounder	2,380
SNE/MA Yellowtail Flounder	14,188

13

- 14 2. Days-At-Sea: Each participating permit and participating vessel will be allocated Days-At-Sea
15 (DAS) by the Regional Administrator. Sector member permits will not be subject to the DAS
16 reduction in Amendment 16 for common pool vessels. Members will be required to use a DAS,
17 as specified in controlling Fishery Management Plans, only when conducting fishing operations
18 that are not exempted from DAS usage.
19
- 20 3. Harvest Share Usage: Only active members of the sector are authorized to harvest sector ACE
21 on vessels identified by the active members. No active member shall harvest an amount of the
22 sector ACE in excess of their harvest share. Non-active members shall not harvest any sector
23 ACE, including their own harvest share

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4. Full Retention of Legal Sized Fish: All legal sized fish of allocated stocks harvested on sector trips must be retained and counted against the sector’s ACE allocation, unless otherwise exempted.
5. Fishing Activity Location: Sector 5 sector members and their participating vessels will fish primarily in the Southern New England/ Mid-Atlantic Broad Stock Area (BSA), though fishing may occur to a lesser extent in the Georges Bank BSAs (inshore & offshore).
6. Closed Areas: No sector fishing activity will occur in any groundfish closed areas, habitat management areas or any other areas designated by NOAA as not open to commercial fishing by specific gear types. Access to any of these areas must be authorized by NOAA.
7. Exemptions: Sector 5 is requesting the following exemptions for sector operations in FY 2019:
 - a. Universal Exemptions:
 - 1.Exemption from groundfish DAS requirements, including DAS reductions, differential groundfish DAS counting, the 3/15 rule for gillnets, and 24-hour DAS counting.
 - 2.Exemption from trip limits on stocks for which a sector receives an allocation, except for the following:
 - Halibut: Trip limit would continue to be one fish per trip;
 - No vessel, whether in the Common Pool or in any sector, would be allowed to possess any windowpane flounder (both stocks), ocean pout, or wolffish on board at any time. When caught, these species must be discarded.
 - 3.Exemption from any additional mortality controls adopted by Amendment 16, including additional seasonal or year-round closures, gear requirements, DAS reductions, differential DAS counting, and/or restricted gear areas.
 - 4.The Gulf of Maine Cod Protection Closures IV and V.
 - 5.Exemption from the requirement to use 6.5-inch mesh in the codend in haddock separator trawl/Ruhle trawl when targeting haddock in the Georges Bank Regulated Mesh Area to use 6-inch mesh in the codend.
 - 6.Exemption from all or a portion of ASM coverage, if the vessel is fishing with extra-large mesh gillnets (10-inch or greater mesh) exclusively in Inshore GB or SNE.
 - b. Sector Specific Exemptions:
 1. 120-Day Block Requirement Out of the Fishery for Day Gillnet Vessels
 2. 20-Day Spawning Block
 3. *Not Requested*
 4. *Not Requested*
 5. *Not Requested*
 6. *Not Requested*
 7. *Not Requested*
 8. DAS Leasing Program Length and Horsepower Restrictions
 9. *Not Requested*

- 1 10. *Not Requested*
- 2 11. *Not Requested*
- 3 12. *Not Requested*
- 4 13. *Not Requested*
- 5 14. *Not Requested*
- 6 15. *Not Requested*
- 7 16. Prohibition on Combining Small Mesh Exempted Fishery and Sector
- 8 Trip (See Exhibit C for more details)
- 9 17. *Not Requested*
- 10 18. *Not Requested*
- 11 19. *Not Requested*
- 12

13 c. Additional Exemptions: During the fishing year, the sector may request any of the other
14 pre-approved sector specific exemptions if needed.

15

16 8. Proof of Sector Membership: Upon approval, each sector vessel will be issued a Letter of
17 Authorization (LOA) specifying the exemptions granted. Vessels must comply with all
18 requirements stipulated in the LOA and all applicable Federal regulations and laws not
19 specifically exempted in the LOA.

20 Furthermore, members agree that its sector vessels shall maintain the LOA and a copy of the
21 Sector Operations Plan and Agreement on board at all times while fish on a sector trip.

22 9. Monitoring Contractor: The sector has contracted with Fathom Resources, LLC to provide at-sea
23 monitoring services for FY 2019. The sector manager and the service provider will work in
24 conjunction to ensure adequate ASM coverage achieves the NOAA mandated target coverage
25 level as defined in the At-Sea Monitoring Provisions section of this agreement.

26

27 10. Notifications:

28

29 a. Pre-Trip Notification: All members will provide notification to the NOAA Northeast
30 Fisheries Observer Program their intent to fish on a multispecies sector trip to determine
31 whether “NEFOP”, “ASM” or “NO/WAIVER” coverage is required for the trip. This
32 notification must be made a full 48 hours in advance of the trip and can be made via one
33 of three ways:

- 34 1. Internet through the PTNS System Website: <http://fish.nefsc.noaa.gov/PTNS>
- 35 2. Email: nefsc.ptns@noaa.gov
- 36 3. Phone call: 1-855-FISHES1 (1-855-347-4371)

37

38 b. VMS Declaration: All members will use an NOAA authorized Vessel Monitoring
39 System (VMS) to declare their intent to fish on a sector trip. If fishing inside of the
40 demarcation line, members will use the IVR call-in system to declare their intent to fish
41 on a sector trip.

42

43 c. Trip Hails: Sector vessels will comply with any trip hail requirements established by
44 the sector and/or NOAA. The primary source from submitting all trip hails will be
45 through the vessel’s VMS. In the event that the primary source is unavailable, sector

1 vessels will use either direct cell phone communication or radio transmission between the
2 vessel and NOAA.
3

4 1. **Trip Start Hail:** Prior to leaving port on a trip in which a **Trip Start Hail**
5 is required, the vessel will submit a **Trip Start Hail** that includes:

- 6 • Operator's Permit Number
- 7 • Vessel Trip Report Serial Number
- 8 • Whether an Observer (NEFOP) or At-Sea Monitor (ASM) is onboard
- 9 • Usage of sector specific exemptions which require identification in the
10 **Trip Start Hail**
- 11 • Usage of sector specific provisions which require identification in the
12 **Trip Start Hail**
- 13 • Landing Port City
- 14 • Landing State (abbreviation)
- 15 • Estimated time and date of arrival in port
- 16 • Estimated time and date of offloading (**REQUIRED ONLY** for trips less
17 than six hours in duration or if fishing within six hours of the offloading
18 port)
- 19 • Any comments as directed by the sector manager or NOAA

20
21 2. **Trip Start Hail for short duration trips or trips occurring within six hours of**
22 **port:** For trips less than six hours in length or occurring within six hours of
23 port, the estimated time of arrival to must be provided in a **Trip Start Hail**. The
24 **Trip End Hail** will be sent upon completion of the last tow with required
25 updated information. An alternative timing for the **Trip End Hail** may be
26 implemented if agreed upon by the sector and NOAA Fisheries.
27

28 3. **Trip End Hail:** The **Trip End Hail** report must be submitted at least six hours
29 in advance of landing for all sector trips at least six hours in duration or occurring
30 more than six hours from port. For shorter trips, the **Trip End Hail** reports must
31 be submitted upon completion of the last tow/haul. The **Trip End Hail** will
32 include:
33

- 34 • Operator's Permit Number
- 35 • Vessel Trip Report Serial Number
- 36 • First Landing Port City
- 37 • First Landing State (abbreviation)
- 38 • Dealer/Offload Location
- 39 • Estimated time and date of arrival in port
- 40 • Estimated time and date of offloading
- 41 • Second Offload Port City
- 42 • Second Offload State (abbreviation)
- 43 • Total Groundfish Kept in pounds
- 44 • Total Non-Groundfish Kept in pounds
- 45 • Any comments as directed by the sector manager or NOAA

46

1 11. Reporting Requirements

- 2
- 3 a. Vessel Logbooks: All sector members will comply with applicable reporting
- 4 requirements including submission of Vessel Trip Reports using either paper Vessel Trip
- 5 Reports (VTRs) or electronic Vessel Trip Reports (eVTRs). At a minimum, vessel trip
- 6 activity will be submitted at the sub-trip level, meaning a new trip report will be
- 7 generated and submitted when fishing effort is completed in another statistical area
- 8 and/or the fishing gear deployed is of another mesh size.
- 9
- 10 b. VTR/eVTR Submissions: All VTRs and eVTRs must be submitted to NOAA by
- 11 the following Tuesday of the landing date. **ADDITIONALLY**, all VTRs and eVTRs
- 12 must be submitted to the sector manager within 48 hours of landing by the means
- 13 established by the sector manager.
- 14
- 15 c. Multispecies Catch Reports: Multispecies Catch reports must be submitted ONLY
- 16 when a sector vessel declares into multiple Broad Stock Areas or the Eastern US/Canada
- 17 area, or fishing under sector specific exemptions or options with catch reporting
- 18 requirements. A sector vessel that declare their intent to fish in a **single** BSA does not
- 19 have to submit a Multispecies Catch Report.
- 20

21 12. Inshore Gulf of Maine Declaration: A portion of Broad Stock Area 1 (BSA1) will be defined

22 as the Inshore GOM Area as follows: west of 70° 15' longitude to the shoreline north to the

23 Maine coast and south to Cape Cod.

24

25 a. Observer/Monitor Onboard: The vessel may declare and execute its intent to fish

26 inside the portion of BSA1 designated the Inshore GOM Area, as well as any other area.

27

28 b. Observer/Monitor NOT Onboard: The vessel may select one of the following

29 options:

30

31 1.If the vessel wishes to fish in the Inshore GOM Area, the vessel must declare and

32 execute its intent to fish inside BSA1 exclusively for the trip. The vessel cannot

33 conduct fishing activities any other BSA.

34

35 2.If the vessel wishes to fish in more than one BSA, the vessel is prohibited from

36 fishing in the Inshore GOM Area of BSA1. The vessel must also submit a Trip

37 Start Hail as an acknowledgement of this restriction by checking the Inshore Gulf

38 of Maine” from the list of sector specific provisions.

39

40 13. Offloading Ports: The following is list represents those ports where sector vessels are

41 authorized to offload. Additionally, sector vessels are authorized to land fish to trucks within

42 these same locations.

43

44

Primary Ports of Landing	Secondary Ports of Landing
<u>Rhode Island:</u> Point Judith <u>New York:</u> Montauk, Shinnecock	<u>Rhode Island:</u> Newport, Block Island <u>Connecticut:</u> Stonington <u>Massachusetts:</u> New Bedford

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14. Safe Harbor Protocol: To promote safety at sea, the sector sets forth the following protocols for variance from the landing ports listed. If for reasons beyond a vessel operators control such as severe weather, mechanical failures, compromised hull integrity, instances of pump failures and danger of sinking, crew injury or life threatening illness and any other emergency situations that may arise, a sector vessel may enter a port other than those listed as “Landing Ports” to ensure the safety of the vessel and its crew. In the event that a sector vessel must utilize this safe harbor protocol, they must notify the sector manager and NMFS OLE of when and where they had to seek safe harbor within six hours of entering port.

1 **Exhibit C: Additional Details Regarding Sector Specific Approved Sector Exemptions**

2

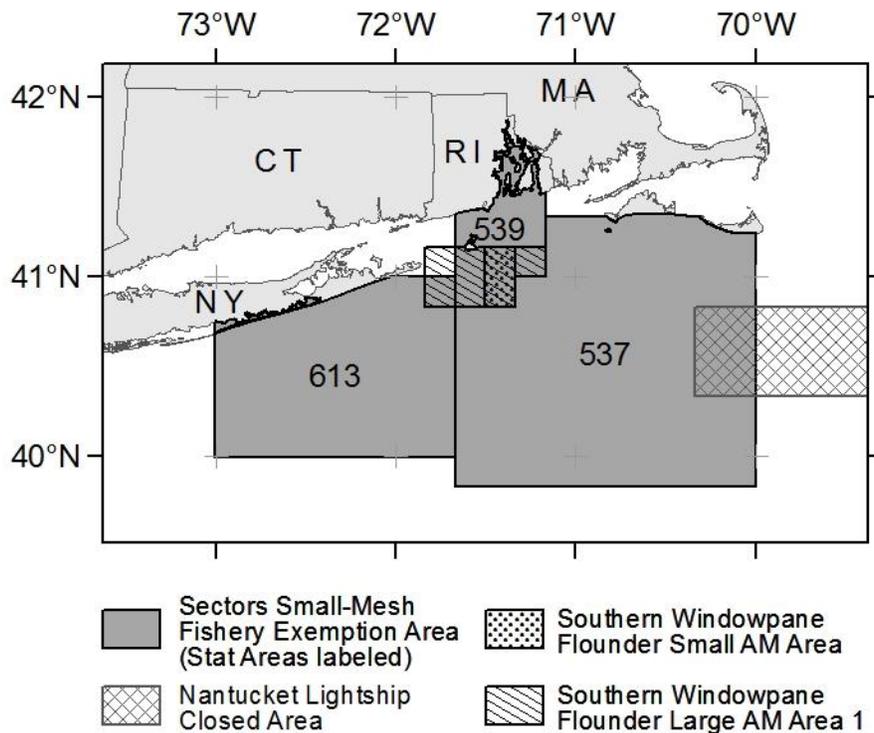
3 Prohibition on combining small-mesh exempted fishery and sector trips

4

5 The exemption applies to sector trips only and is intended to allow a vessel to catch small-mesh species
6 after targeting groundfish. Under this exemption, a sector vessel must fish with trawl nets that meet
7 current regulatory requirements and sector exemptions during the first part of the trip, but may switch to
8 modified small-mesh gear for the second portion of the trip. The small-mesh portion of the trip must be
9 fished in the Sector Small-Mesh Fishery Exemption Area, described below, and must use the modified
10 small-mesh gear described below. A vessel may land whiting, longfin squid, mackerel, herring and other
11 species permitted for retention in small-mesh exempted fisheries, provided the vessel still meets the
12 requirements of those fisheries. For more information on small-mesh fishery exemptions and permitted
13 species see:

14 https://www.greateratlantic.fisheries.noaa.gov/regis/infodocs/small_mesh_exemptions.pdf

15 Vessels may not fish the small-mesh portion of their trip using this exemption in the Southern
16 Windowpane Accountability Measure Areas, where they overlap with the exemption area.



17

1 As shown above, the Sector Small-Mesh Fishery Exemption Area is comprised of Statistical Areas 537,
 2 539, and 613, and is defined as the waters bounded by the following points, connected in the order listed
 3 by rhumb lines, except where otherwise noted:

POINT	W LONGITUDE	N LATITUDE	NOTE
A	70° 00'	41° 14.45'	(1)
B	70° 00'	39° 50'	
C	71° 40'	39° 50'	
D	71° 40'	40° 00'	
E	73° 00'	40° 00'	
F	73° 00'	40° 44.9'	(2)(3)
G	72° 1.8'	41° 00'	(3)(4)
H	71° 40'	41° 00'	
I	71° 40'	41° 21'	(5)(6)
J	71° 10'	41° 28.3'	(6)(7)
K	71° 10'	41° 20'	
L	70° 49.5'	41° 20'	(8)(9)
M	70° 26.96'	41° 21.05'	(9)(10)
N	70° 18.82'	41° 20.14'	(11)(12)
O	70° 18.30'	41° 19.76'	(12)(13)
P	70° 16.65'	41° 18.73'	(14)(15)
Q	70° 15.31'	41° 17.32'	(15)(16)
R	70° 14'	41° 17'	(17)(18)
A	70° 00'	41° 14.45'	(18)(1)

- 4
- 5 (1) Point A represents the intersection of 70°00'W longitude and the south coast of Nantucket, MA
 6 (2) Point F represents the intersection of 73°00'W longitude and the south coast of mainland Long Island,
 7 NY
 8 (3) From Point F to Point G along the south coast of mainland Long Island, New York (inclusive of bays)
 9 (4) Point G represents the intersection of 41°00'N latitude and the southeast coast of Long Island, NY
 10 (5) Point I represents the intersection of 71°40'W longitude and the coast of Rhode Island
 11 (6) From Point I to J along the coast of Rhode Island, inclusive of Narraganset Bay
 12 (7) Point J represents the intersection of 71°10'W longitude and the coast of Rhode Island
 13 (8) Point L represents the intersection of 41°20'N latitude and the west coast of Martha's Vineyard, MA
 14 (9) From Point L to Point M along the south coast of Martha's Vineyard
 15 (10) Point M represents Wasque Point, Martha's Vineyard, MA
 16 (11) Point N represents the west coast of Muskeget Island, Nantucket, MA
 17 (12) From Point N to Point O along the southwest coast of Muskeget Island, Nantucket, MA
 18 (13) Point O represents the south coast of Muskeget Island, Nantucket, MA
 19 (14) Point P represents the northwest coast of Tuckernuck Island, Nantucket, MA
 20 (15) From Point P to Point Q along the southwest coast of Tuckernuck Island, Nantucket, MA
 21 (16) Point Q represents Smith Point on the southwest coast of Tuckernuck Island, Nantucket, MA
 22 (17) Point R represents Esther Island, Nantucket, MA
 23 (18) From Point R back to Point A along the south coast of Nantucket, MA
 24

25 **The modified small mesh gear must contain either:**

- 1 • A drop chain sweep with a minimum drop of 12 inches (30.48 cm) in length, with a 24 inch
2 headrope setback; or
3
- 4 • A large mesh belly panel with a minimum mesh size of 32 inches (81.28 cm), with the meshes
5 hung on the half (hanging ration of 2:1); or
6
- 7 • An excluder grate secured forward of the codend with an outlet hole forward of the grate with bar
8 spacing no more than 1.97 inches (5.00 cm) wide.

9

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

- 11 1. Prior to leaving the dock, the vessel must declare a small-mesh trip through the VMS trip start
12 hail by checking the box next to “Other Exemption (when directed by NMFS)” under sector
13 exemptions.
14
- 15 2. A vessel declaring this exemption must render its small-mesh gear not available for immediate
16 use, as defined by 50 C.F.R. § 648.2, when using large-mesh gear during the first portion of the
17 trip.
18
- 19 3. Upon completing the large-mesh portion of the trip, the vessel must submit a Multispecies Catch
20 Report via VMS with a good faith estimate of all catch on board and indicate that it intends to
21 fish with smaller mesh (i.e. with Step 5 completed).
22
- 23 4. The date-time stamp of the Multispecies Catch Report indicates to Enforcement that the vessel is
24 now in the second portion of the trip and is prohibited from redeploying its large-mesh gear.
25
- 26 5. Following submission of the Multispecies Catch Report, the vessel may deploy its modified small
27 mesh gear in the area described above and is prohibited from fishing outside the small mesh
28 exemption area. All other applicable regulations apply to this portion of the trip.
29
- 30 6. No fishing may occur under this exemption in areas the Southern Windowpane Flounder
31 Accountability Measure Areas, regardless of whether or not the accountability measures have
32 been triggered.
33
- 34 7. The vessel must comply with the remaining requirements of a sector trip, including the
35 submission of VTRs, a trip end hail, and a final Multispecies Catch report.
36
- 37 8. A vessel fishing with this exemption must retain and land all legal-sized groundfish on both the
38 regulated mesh and small-mesh portions of the trip.
39

1 **Exhibit D: Sector 5 Penalty Schedule**

2

Sector 5 Penalty Schedule			
	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
VIOLATION REGARDING REPORTING, DOCUMENTATION REQUIREMENTS:			
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 <u>or</u> up to \$5000.00	Written Warning <u>and</u> up to \$7,500.00.	Written Warning <u>and</u> up to \$10,000.00 <u>and/or</u> stop fishing order.
VIOLATION REGARDING EXEMPTION PERMIT REQUIREMENTS			
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 <u>or</u> up to \$10,000.00	Written Warning <u>and</u> \$10,000.00-\$50,000.00.	Written Warning <u>and</u> up to \$100,000.00 <u>and/or</u> stop fishing order.
VIOLATION REGARDING TIME/AREA/GEAR RESTRICTIONS			
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 <u>or</u> up to \$20,000.00	Written Warning <u>and</u> \$20,000.00-\$50,000.00.	Written Warning <u>and</u> up to \$100,000.00 <u>and/or</u> expulsion.
VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK			
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 <u>and</u> up to \$50,000.00 <u>or</u> stop fishing order.	Stop fishing order <u>or</u> Expulsion.	Expulsion.
VIOLATIONS SPECIFIC TO THE ONBOARD MONITORING PROGRAM			
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 Show activity failing to pre-trip through PTNS;	Verbal Warning & Full Payment of ASM Cost associated with activity	Written Warning & Full Payment of ASM Cost associated with activity.	Double Payment of ASM Costs associated with Activity

NEFOP and 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 <u>\$1,000.00 fine</u>	Written Warning and <u>\$5,000.00 fine</u>	Stop Fishing Order and <u>\$10,000.00 fine</u>
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

2

1 **Exhibit E: NOAA Fisheries ASM Standards and Description**

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3

The Northeast Fisheries At-Sea Monitor Program

4

National Marine Fisheries Service, Northeast Fisheries Science Center

5

C.1 BACKGROUND OVERVIEW

6

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

13

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

20

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

25

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

33

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

35

- Protect and restore ocean, coastal, and Great Lakes resources

36

- Recover protected species

37

- Rebuild and maintain sustainable fisheries.

38

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

39

40

1st: Increased number of coastal and marine ecosystems maintained at a healthy and sustainable level

41

42

2nd: Increased social and economic value of the marine environment and resources (e.g., seafood, recreation, and tourism)

43

44

3rd: Increased number of acres and stream-miles restored for coastal and ocean species

45

46

4th: Increased number of protected species in a stable condition or in an upward trend

47

48

5th: Increased number of managed species that are at optimum levels

1 6th: Improved ecological conditions in coastal and ocean protected areas
2

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

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

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

38 C.2 AT-SEA MONITOR PROGRAM OBJECTIVES

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

50 At-Sea Monitors are the only independent data source for some types of at-sea
51 information such as bycatch composition and mortality, and marine mammal, sea
52 bird and sea turtle interactions. Although vessel self-reporting is often
53 utilized, only limited data collection demands can reasonably be placed on

1 the captain and crew. In addition, the reliability of self-reported
2 information is a concern for scientists and policy makers, who use the data
3 to make fishery management decisions for the purpose of maintaining the
4 nation's marine resources.

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

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

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

23 C.3 SCOPE AND OUTCOMES

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

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

33 C.3.1 Policies and Regulations

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

- 42 • Magnuson-Stevens Fishery, Management, and Conservation Act (MSA)
- 43 • Marine Mammal Protection Act (MMPA)
- 44 • Endangered Species Act (ESA)
- 45 • Data Quality Control Act (P.L. 106-514)
- 46 • Information Technology Security Policy
- 47 • Fisheries Management Plans (FMP)
- 48 • Biological Opinions (BO)
- 49 • Take Reduction Team (TRT)
- 50 • NOAA Safety Standards

- 1 • Fair Labor Standards Act (FLSA)
- 2 • Service Contract Act (SCA)
- 3 • Department of Labor Wage Determinations
- 4 • Applicable Federal and State labor laws
- 5 • At-Sea Monitor Health and Safety regulations
- 6 • Federal, state, and local safety regulations
- 7 • Merchant Marine Act (Jones Act) and General Maritime Law
- 8 • U.S. Longshore and Harbor Worker's Compensation Act

9 C.4 PERFORMANCE WORK STATEMENT

10 The contractor shall meet all requirements of the SOW.

11 C.4.1 Management Requirements

12 C.4.1.1 Project Management

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

24 C.4.1.2 Project Manager

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

31 C.4.1.3 Coordinators

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

39 C.4.1.4 Management Reporting and Coordination

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

1 C.4.1.5 Performance Measures

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

3 C.4.2 Operational Requirements

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

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

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

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

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

23 C.4.2.2 Eligibility Requirements

24 C.4.2.2.1 Educational Qualifications

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

30 C.4.2.2.2 Non-Conflict of Interest

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

32 C.4.2.2.3 Physical/Medical Condition

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

34 C.4.2.2.4 Communication Skills

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

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

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

1 C.4.2.2.6 Statement of No Criminal Conviction

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

3 C.4.2.2.7 CPR and First Aid Requirements

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

10 C.4.2.2.8 At-Sea Monitor Standards of Conduct

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

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

17 1) General Observer Duties and Data Collection Requirements - Fishery
18 Observer I, II, and III

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

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

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

39 d) Observer/At-Sea Monitors shall collect information on any incidentally
40 captured sea turtles, including, but not limited to, location of take,
41 biopsies, measurements, photos, and any other information. Observer/At-
42 Sea Monitors shall also collect information on any marine mammals or
43 other protected species interactions. When protected species are
44 caught, the primary responsibility of the observer/At-Sea Monitor shall
45 be to handle and release the protected species.

46 e) Observers shall participate in all training, briefings and debriefings
47 as required by the COTR. Observer/At-Sea Monitors shall participate in
48 port orientations, if offered by NMFS and requested by the COTR
49 (Section B - Supplies or Services and Prices/Costs Training CLIN 0003,
50 1003, and CLIN 2003. Debriefing of the observer/At-Sea Monitor ensures
51 that the data are complete and as accurate as possible before computer

1 audits are run. Debriefing also provides immediate feedback to the
2 observer/At-Sea Monitor in the field and errors can be corrected
3 immediately. Debriefings shall occur on a regular basis and as
4 frequently as possible either by email, phone or in person. Debriefings
5 shall consist of but are not limited to:

- 6 i) Reviewing sampling methods and answering Observer/At-Sea Monitor
7 questions;
- 8 ii) Reviewing preliminary data;
- 9 iii) Correcting any data errors;
- 10 iii) Reviewing any other past errors or changes in sampling techniques
11 or recorded on forms;
- 12 iv) Reviewing any logistical problems or concerns encountered by the
13 observer/At-Sea Monitor; and
- 14 v) Testing observer/At-Sea Monitor ability to adhere to sampling
15 protocol
- 16 vi) Checking gear calibration
- 17 vii) Providing the observer/At-Sea Monitor with any updates on
18 modifications to sampling procedures or other program
19 information.

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

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

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

- 40 a) Performs routine tasks associated with recurring and continuing work
41 according to prescribed or established procedural standards and
42 technical methods assigned.
- 43 b) Assures that tasks are completed, data developed, methods used in
44 securing and verifying data are technically accurate and in compliance
45 with instructions and established procedures.
- 46 c) Makes estimates of amounts and species composition of fish caught,
47 retained and discarded, using at a minimum, simple, single stage
48 sampling techniques and dichotomous keys.
- 49 d) According to established standards and detailed procedures, records
50 data on appropriate forms and logs, some of which may be electronic.
- 51 e) Maintains field equipment and supplies.
- 52 f) Collects scientific, management, compliance information, and make
53 observations of fishing operations.
- 54 g) Use and complete a pre-boarding vessel safety checklist.

- 1 h) Measures selected portions of catch including incidentally caught
- 2 marine mammals, sea birds and sea turtles.
- 3 i) Uses calculator and/or PC for calculations and recording data.
- 4 j) Obtains, enters and transfers data electronically.
- 5 k) Obtains and records information on gear characteristics of fishing gear
- 6 types while working either on board vessels, on an alternative
- 7 platform, or at a shore-based facility.
- 8 l) Uses interpersonal and communication skills to contact fishermen and
- 9 schedule observer/At-Sea Monitor sampling trips.
- 10 m) Observes and documents compliance with fishery regulations, and write
- 11 affidavits as required.
- 12 3) Fishery Observer/At-Sea Monitor II - The Fishery observer/At-Sea Monitor
- 13 II shall meet and perform all the General Requirements specified in
- 14 C.4.3.2a, perform all duties of Fishery observer/At-Sea Monitor I and the
- 15 following additional duties:
- 16 a) Independently executes duties, while learning when and how to resolve
- 17 exceptions and special problems.
- 18 b) Estimate amounts and species composition of fish caught, retained and
- 19 discarded, utilizing knowledge of various statistically valid sampling
- 20 methods and dichotomous keys.
- 21 c) Measure selected portions of catch including incidentally caught marine
- 22 mammals, sea birds and sea turtles.
- 23 d) Uses calculator and/or PC for calculations and recording data.
- 24 4) Fishery Observer/At-Sea Monitor III - The Fishery Observer/At-Sea Monitor
- 25 III shall meet and perform all the General Requirements specified in
- 26 C.4.3.2a, perform all duties of Fishery observer/At-Sea Monitor II and the
- 27 following additional duties:
- 28 a) May act as field coordinator of lower graded fishery observer/At-Sea
- 29 Monitors.
- 30 b) Demonstrates extensive familiarity of methods, procedures and
- 31 management to ensure proper day-to-day operations.
- 32 c) Shifts from one type of responsible technical assignment to other
- 33 types, which are different in terms of equipment used, of data used,
- 34 and uses to which data will be put.
- 35 d) Makes estimates of amounts and species composition of fish caught,
- 36 retained and discarded, utilizing knowledge of various statistically
- 37 valid sampling, sub-sampling methods and dichotomous keys.
- 38 e) According to established standards and detailed procedures, records
- 39 data on appropriate forms and logs, some of which may be electronic and
- 40 provide recommendations for updates.
- 41 f) Oversees the maintenance of field equipment and supplies.
- 42 g) Collect scientific, management, compliance information, observations of
- 43 fishing operations, and measure selected portions of catch including
- 44 incidentally caught marine mammals, sea birds and sea turtles.

45 C.4.2.3.1 Data Deliverables

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

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

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

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

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

17 C.4.2.3.2 At-Sea Monitor Communication

18 At-Sea Monitors shall maintain regular contact with their assigned NMFS
19 editor/debriefer. All At-Sea Monitors shall call their editor/debriefer prior
20 to making a trip in a fishery or program covered for the first time or as
21 requested. At-Sea Monitors shall return phone calls or reply to email
22 questions as soon as realistically possible (i.e., before departing on a
23 multi-day trip). NMFS can request that an in-person meeting occur with an At-
24 Sea Monitor at any time. These meetings will take priority over
25 accomplishment of the sea day schedule. All travel costs associated with
26 required in person debriefings, exit interviews and meetings with NMFS will
27 be reimbursed under the travel provision section herein (Section B Supplies
28 or Services and Prices/Costs Travel CLINS 0002, 1002 and 2002) and the At-Sea
29 Monitor hourly rate will be reimbursed under the hourly rate provision
30 section herein (Section B Supplies or Services and Prices/Costs Hourly Rate
31 At-Sea Monitor CLINS 0004, 1004 and 2004). NMFS staff will provide written
32 memo updates to the contractor regarding any new or changed sampling
33 protocols, data collection procedures, or other collection or reporting
34 procedures. The contractor shall make certain that At-Sea Monitors comply
35 with changes, as applicable.

36 Require that any At-Sea Monitor who leaves the program come into the At-Sea
37 Monitor Training Center complete all exit procedures including an in-house
38 exit interview with NMFS (Section J, Attachment 11, Exit Procedures) within
39 30 days from landing from their last trip.

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

45 C.4.3 At-Sea Monitor Support Services

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

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

1 C.4.3.2 Training and Debriefings

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

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

13 At-Sea Monitor candidates shall undergo an initial 2-week certification
14 training session with NMFS. A series of tests will be administered during
15 this training that candidates must pass prior to certification. Candidates must
16 demonstrate their potential to collect accurate field data, and react to
17 unfamiliar situations at sea in a professional manner. NMFS personnel as well
18 as specialists in other areas such as vessel safety shall conduct training.
19 Refresher training sessions will be conducted when data logs or protocols
20 change, at the discretion of the COTR, or when there has been over six months
21 service interruption for the At-Sea Monitor. At-Sea Monitors shall be
22 required to attend an annual refresher course for data collection, species
23 identification, and vessel safety. In order for the At-Sea Monitor to
24 maintain a current certification they must successfully complete the
25 recertification training. Three trainings are scheduled for each year
26 (planned trainings will be posted on the FSB website). The contractor shall
27 provide NMFS with at least 45 calendar days prior notice when a training
28 session is needed and identify any foreign nationals that may be attending
29 training (it takes a minimum of 30 working days for foreign national
30 clearance) as referenced in Section F.5.9. For extenuating circumstances,
31 additional trainings may be scheduled at the Government's discretion.
32 Attendance by key personnel at training is required for at least two days
33 each week of training.

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

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

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

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

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

- 4 • Final list of candidates attending upcoming training session
- 5 • CPR and First AID Certificate

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

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

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

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

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

44 At-Sea Monitor trip trainers taking their training assignment trips with NMFS
45 personnel may bill the cost of a seaday under CLINS 0003, 1003 and 2003. When
46 two At-Sea Monitors are on a vessel for the days a certified At-Sea Monitor
47 trip trainer is accompanying a new At-Sea Monitor then the new At-Sea Monitor
48 should be billed under CLINS 0001, 1001 and 2001. The certified trainer would
49 be billed as a seaday under CLINS 0003, 1003 and 2003. NMFS determines the
50 number of trainers needed based on how many At-Sea Monitors are currently
51 working, what the demand for new At-Sea Monitors is, and what the projected
52 training schedule looks like. NMFS currently has 12 certified At-Sea Monitor
53 trip trainers and would expect to maintain that level. At-Sea Monitors

1 certified as trip trainers must be geographically representative of the ports
2 ASM At-Sea Monitors cover to accommodate all new trainees.

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

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

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

21 At-Sea Monitors shall be expected to remain as active At-Sea Monitors or
22 serve in other capacities directly related to the Northeast Fisheries At-Sea
23 Monitor Program (e.g. program management) for at least one (1) year after
24 training. The contractor shall reimburse the Government for training expenses
25 for any At-Sea Monitors terminating their At-Sea Monitor employment with the
26 contractor within one (1) year of completing the NMFS training. This will be
27 done by issuing a credit for the next training session. For example, if three
28 (3) At-Sea Monitors leave the program prior to completing one (1) year of
29 employment, at the next training, three (3) individuals' training costs
30 (Section B Supplies or Services and Prices/Costs Training CLINS 0003, 1003,
31 and 2003) and hourly wages associated with the training (Section B Supplies
32 or Services and Prices/Costs Hourly Rate At-Sea Monitor CLINS 0004, 1004 and
33 2004) will not be billed to the Government.

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

37 NMFS may request an At-Sea Monitor be accompanied by a NMFS staff member on a
38 future trip. The contractor shall assist with the setting up these shadow
39 trips (Section J, Attachment 18, Shadow Trip Program). The contractor shall
40 make At-Sea Monitors available to NMFS (Enforcement and FSB staff) for the
41 purposes of routine debriefings, requested meetings regarding data quality
42 issues, investigating circumstances of alleged refusals by vessels to take an
43 At-Sea Monitor or other violations of the Magnuson-Stevens Fishery
44 Conservation Act (MSA), Marine Mammal Protection Act (MMPA), or the
45 Endangered Species Act (ESA) recorded by the At-Sea Monitor in the course of
46 his/her duties (Section B Supplies or Services and Prices/Costs Training
47 CLINS 0003, 1003 and 2003) and hourly wages associated with the training
48 (Section B Supplies or Services and Prices/Costs Hourly Rate At-Sea Monitor
49 CLINS 0004, 1004 and 2004). All At-Sea Monitors shall call their
50 editor/debriefer prior to making a trip in a fishery or program covered for
51 the first time.

1 C.4.3.3 Data Quality Control

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

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

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

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

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

28 C.4.3.5 Travel and Lodging

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

34 Travel costs are reimbursable and are intended to include costs associated
35 with At-Sea Monitor travel to and from vessels and to and from the port if
36 the At-Sea Monitor travels greater than fifty (50) miles, one way, from their
37 primary port (Section B Supplies or Services and Prices/Costs CLINS 0002,
38 1002, and 2002.

39 Coordinator and support staff travel (related to At-Sea Monitor deployment)
40 to and from vessels and to and from the port are reimbursable if travel meets
41 Government Travel Regulations and At-Sea Monitor travel costs under CLINS
42 0002, 1002, and 2002. The contractor shall submit a travel voucher (Section
43 J, Attachment 21, At-Sea Monitor Travel Voucher) clearly documenting all
44 travel logistics and associated costs to the COTR.

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

1 C.4.3.6 Vessel Selection

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

25 Various regulated fisheries have a requirement for a vessel's representative
26 to notify the ASM prior to making each fishing trip. Notification is required
27 prior to the planned departure in a specific time frame, e.g., forty-eight
28 (48). The vessel is then randomly assigned, by NMFS, an At-Sea Monitor or
29 issued a waiver, relieving them of the requirement to carry an At-Sea Monitor
30 for that specific trip. The contractor shall provide personnel or an
31 automated answering service to handle notifications twenty four (24) hours a
32 day, seven (7) days a week, for certain fisheries. Depending on regulations
33 enacted by the NMFS, the notification requirement may require e-mails,
34 telephone calls, or inputting into a website from the vessel's
35 representative. The Groundfish fishery is required to notify NMFS, NMFS is
36 responsible for the selection and informs the vessel and the contractor of
37 trip details.

38 For the groundfish fishery (notifies NMFS when they are sailing), the
39 contractor will be notified of trip selection via the website. The contractor
40 may accept or decline trips within twenty four (24) hours. If a trip is
41 accepted by a contractor, the contractor would make contact with the vessel
42 for trip logistics. The COTR shall be notified all circumstances in which At-
43 Sea Monitors were late or missed a scheduled trip for all fisheries as
44 referenced in Section F.5.13.

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

51 Cost Reimbursement is authorized for At-Sea Monitors for the time associated
52 with a "no show". The maximum amount of time for a no show is up to 2.5
53 hours. The At-Sea Monitor must arrive 30 minutes prior to the scheduled
54 departure time and remain at the designated area for up 2 hours following the

1 scheduled departure time. Travel to and from the site and per diem are not
2 included unless conditions in C.4.3.5 are met. Any costs billed for a "no
3 show" will be billed against CLINS 0004, 1004 and 2004. There will be no
4 reimbursement for situations in which it is the At-Sea Monitor's fault for
5 missing the trip or no attempt was made to communicate with the captain prior
6 to taking the trip. A travel voucher (Section J, Attachment 21, At-Sea
7 Monitor Travel Voucher) is required for proper reimbursement.

8 Cost Reimbursement is authorized for At-Sea Monitors for the time associated
9 with a "cancellation" in instances where trips are cancelled at the dock or
10 when an at-sea monitor is en-route to the vessel and cancellations occurs.
11 The maximum amount of time for a cancellation is up to 2.5 hours. Travel to
12 and from the site and per diem are not included unless conditions in C.4.3.5
13 are met. Any costs billed for a "Cancellation" will be billed against CLINS
14 0004, 1004 and 2004. A travel voucher (Section J, Attachment 21, At-Sea
15 Monitor Travel Voucher) is required for proper reimbursement.

16 C.4.3.7 Safety Requirements

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

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

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

39 C.4.3.8 Communication

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

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

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

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

8 C.4.3.9 Notification of Potential Infractions

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

22 C.4.3.10 Vessel Operations and Working Conditions

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

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

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

46 C.4.3.11 Data Quality

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

- 49 • Failure to deliver data from an observed sea day includes:

- 1 • All data must be delivered at the required time frame, as specified by
2 NMFS.
3 • Data must not be fraudulent or of such poor quality as to be unusable
4 (i.e. if determined to be fraudulent or unusable within 90 days of receipt
5 of the data).

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

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

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

27 C.4.3.12 Contractor Standards of Conduct

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

33 C.4.3.13 At-Sea Monitor Termination Documentation

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

40 C.4.3.14 Emergency Action Plan

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

1 C.4.3.15 Quality Assurance Plan

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

9 C.5 PERFORMANCE MONITORING

10 C.5.1 Quality Assurance Surveillance Plan

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

13 C.6 SECURITY RISK LEVEL DESIGNATIONS

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

- 16 • Program Manager
17 SECURITY RISK = Low
- 18 • Coordinator
19 SECURITY RISK = Low
- 20 • Observer I, II, III
21 SECURITY RISK = Low
22

23 Investigation Packages

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

- 30 • 0 - 30 days = Security Worksheet, Finger Print Cards (FD 258 Cards)
- 31 • 31 - 179 days = Security Worksheet, SAC Form (OFI Form 86C), Finger Print
32 Cards (FD 258 Cards)
- 33 • 180 or greater days = EQIP Package
 - 34 ○ Security Worksheet
 - 35 ○ Electronic Questionnaire (filled out after applicant has been placed in
36 EQIP)
 - 37 ○ EQIP Signature pages (generated after applicant has completed
38 Questionnaire in EQIP)
 - 39 ○ Declaration for Federal Employment (Optional Form 306)
 - 40 ○ Finger Print Cards (FD 258 Cards)
 - 41 ○ Fair Credit Reporting Form (filled out based on position sensitivity)

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

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

11 C.7 CLAUSES INCORPORATED BY REFERENCE

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

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

15 C.7.2 CAR 1352.237-73 FOREIGN NATIONAL VISITOR AND GUEST ACCESS TO
16 DEPARTMENTAL RESOURCES (APR 2010)

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

18

19

1 **Exhibit F: Administrative Enforcement**

2

3 The following sections of the sector operations plan are exclusive to administration of the sector.

4 **General Provisions**

5 1. Sector Name

6 3. No Collective Marketing

7 4. Communication with Sector

8 5. Sector Manager and Registered Agent

9 6. Sector Eligibility

10 7. Sector Membership

11 8. Membership Termination

12 9. Membership Status

13 11. Sector Membership Fees

14 12. Sector Allocation

15 13. Sector Reserve

16 14. Distribution of ACE

17 15. Harvest Share Transfer

18 16. Permit Transfers

19 17. Harvesting Rules

20 18. Catch Monitoring and Reporting

21 22. ACE Threshold Program

22 23. Confidentiality Data Statement

23 24. Consolidation of ACE

24 25. Redirection of Effort

25 26. Amendment and Incorporation by Reference

26 **At-Sea Monitoring Provisions**

27 3. ASM Program

28 4. Electronic Monitoring Provision

29 **Enforcement Provisions**

30 1. Joint and Several Liability and Indemnification

1	2. Release and Waiver of All Claims Against Sector Manger; Indemnification and Hold Harmless
2	4. Breach and Remedies for Breach
3	5. Notice to Vessel Masters; Assumption of Liability
4	6. Liquidated Damages Schedule and Schedule Amendments
5	7. Liquidated Damages Calculation
6	8. Liquidated Damages Security
7	9. Sector Manager Actions in Response to Apparent Breach
8	10. Enforcement Committee
9	11. Members Appeal
10	12. Voluntary Compliance
11	13. Liquidated Damages Collection and Related Expenses
12	14. Consequential Damages for Gross Negligence or Willful Misconduct
13	15. Distribution of Damages
14	18. Binding Arbitration
15	Exhibit C: Harvesting Rules
16	3. Harvest Share Usage
17	5. Fishing Activity Location
18	9. Monitoring Contractor
19	12. Inshore Gulf of Maine Declaration
20	14. Safe Harbor Protocol
21	

1 **Exhibit G: Sector Contact Information**

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"> • Day-to-Day Sector Operations • Data Management & Reporting • Reporting i.e. vessel reporting requirements involving sector trips. • Sector Specific Outreach • Sector Specific Research 	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Owner of F/V	Owner of F/V	Fishing Vessel specific research is vessel specific, contact vessel						

2