

**2011**

**AMERICAN FISHERIES ACT**

**ANNUAL CATCHER VESSEL INTERCOOP REPORT**

**TO THE**

**NORTH PACIFIC FISHERY MANAGEMENT COUNCIL**

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## Section 1. Introduction

### 1.1 Purpose of the Catcher Vessel Intercooperative Report

The AFA Catcher Vessel Intercooperative Report is a summary of the eight catcher vessel cooperative reports required by the American Fisheries Act (AFA) regulations. While the individual coop reports track the annual activities of each cooperative at the vessel level, a summary of AFA catcher vessel harvests in the Bering Sea and Gulf of Alaska fisheries is useful as NMFS allocates the catcher vessel sideboard caps and PSC caps & triggers in the aggregate, not by individual cooperatives. The Catcher Vessel Intercooperative Report provides the North Pacific Fisheries Management Council, and the public, with a simple means of evaluating the AFA catcher vessel fleet's aggregate fishing performance under the AFA regulations. Additionally, this report provides information beyond the required regulatory elements of the individual coop reports to provide a broader understanding of catcher vessel cooperative activities.

### 1.2 The 2011 Catcher Vessel Intercooperative Agreement

The eight AFA catcher vessel cooperatives renewed the Intercooperative Agreement for 2011 with no significant changes from the 2010 Agreement. The Agreement continues to emphasize the commitment by all members towards reducing bycatch in each Bering Sea and Gulf of Alaska groundfish fishery in which they participate.

Primary elements of the Intercoop Agreement:

- 1) Allocation, monitoring, and compliance of the BSAI and GOA sideboard limits and PSC caps among the AFA catcher vessel cooperative members;
- 2) Allocation, monitoring, and compliance of BSAI pollock harvest inside the Steller sea lion conservation area;
- 3) Establishment of penalties for coops that exceed pollock and sideboard allocations;
- 4) Provides for the harvest of BSAI pacific cod by the "under 1700 mt" exempt vessels while complying with PSC limits;
- 5) Establishment and monitoring of sideboard species transfers between cooperatives;
- 6) Promotes compliance of the Council's recommended sideboard measures and PSC limits while allowing for the maximum harvest of AFA pollock and sideboard allocations; and
- 7) Promotes reduction of prohibited species catch (PSC) in the Bering Sea pollock fishery.

A copy of the 2011 Catcher Vessel Intercoop Agreement is found in Appendix I.

## 1.3 AFA Pollock and BSAI/GOA Sideboard Enforcement Actions

No coop enforcement or penalty actions regarding the over-harvest of AFA pollock, directly fished BSAI sideboard fishery caps, directly fished GOA sideboard caps, and BSAI & GOA PSC limits occurred in 2011.

## Section 2. Bering Sea Pollock Fishery

### 2.1 Allocations and Harvest

The 2011 Bering Sea pollock Total Allowable Catch (TAC) was initially set at 1,252,000 metric tons, with 10%, 125,200 mt, allocated to the CDQ pollock fishery and the remainder to both the incidental catch allowance (ICA), 33,804 mt, and the AFA directed pollock fisheries 1,092,996 mt. On March 1, 2011 the Regional Administrator determined that 14,400 mt of pollock initially allocated to the Aleutian Island subarea would not be harvested and moved 1,900 mt into the Bering Sea CDQ pollock fishery and 12,500 mt into the AFA Bering Sea pollock fishery.

The final Bering Sea pollock TAC provided the CDQ Groups with 127,200 mt and, after deducting the 33,804 mt ICA, the remaining 1,105,496 mt Directed Fishing Allowance (DFA) is allocated among the three AFA harvest sectors. The inshore sector received 50% of the DFA, 552,748 mt, the mothership sector received 10%, 110,550 mt, and the catcher/processor sector received 40%, 442,198 mt. Catcher vessels that historically delivered pollock to the c/p sector (High Seas Catchers' Coop) are allocated 8.5% of the c/p sector share, 37,587 mt.

There are a total of 111 AFA qualified catcher vessels at the start of the 2011 fishing season. The inshore sector has 98 qualified vessels of which all 98 were members of the 6 active inshore cooperatives in 2011. Two inshore vessels that participated in the Inshore Open Access Sector in 2010 are now members of inshore coops. The mothership sector has a total of 19 qualified catcher vessels; all are members of the Mothership Fleet Cooperative. Thirteen are "dual qualified" for both the mothership and inshore sector fisheries. Seven catcher vessels are qualified for the catcher/processor sector and make up the High Seas Catchers' Cooperative.

The following information on Table 2.1 provides data for the number of members in each catcher vessel cooperative; each coop's allocation percentage; each coop's pollock annual allocation; each coop's total directed pollock harvest; and the amount of pollock over or under the annual allocation.

**Table 2.1a**

Source: Annual Catcher Vessel Coop Reports & NMFS

<b>2011 AFA CATCHER VESSEL COOPERATIVES' ALLOCATIONS AND DIRECTED FISHING HARVESTS</b>					
<b>Cooperative</b>	<b>Number of Vessels in Coop</b>	<b>Annual Allocation Percentage</b>	<b>Annual Allocation</b>	<b>Harvest in Metric Tons</b>	<b>Over / (Under) Allocation</b>
<b>INSHORE CATCHER VESSEL COOPERATIVES</b>					
Akutan Catcher Vessel Assoc.	37	32.263%	178,332	172,220.00	(6,112.00)
Arctic Enterprise Assoc.	0	0.000%	0	0.00	0.00
Northern Victor Fleet Cooperative	14	9.378%	51,837	51,806.00	(31.00)
Peter Pan Fleet Cooperative	9	2.347%	12,974	11,782.00	(1,192.00)
Unalaska Fleet Cooperative	11	11.041%	61,027	59,750.00	(1,277.00)
UniSea Fleet Cooperative	16	26.483%	146,384	133,349.50	(13,034.50)
Westward Fleet Cooperative	11	18.488%	102,194	90,642.00	(11,552.00)
<b>Inshore Coop Totals</b>	<b>98</b>	<b>100.000%</b>	<b>552,748</b>	<b>519,550</b>	<b>(33,199)</b>
<b>OFFSHORE CATCHER VESSEL COOPERATIVES</b>					
Mothership Fleet Cooperative	19	10.0% of DFA	110,550	109,856	(694)
High Seas Catchers Cooperative	7	3.4% of DFA	37,587	Details of the HSCC pollock harvest are covered in the joint PCC and HSCC report	

## 2.2 BS Pollock Harvest by GOA Exempt Vessels

There are 16 GOA Sideboard Exempt qualified vessels. Under the terms of the Catcher Vessel Intercooperative Agreement GOA exempt vessels may not lease their annual Bering Sea pollock allocation and harvest GOA groundfish in excess of their individual catch history, 1995-1997, in those GOA fisheries. The Catcher Vessel ICA does,

however, allow for small amounts of GOA exempt vessel pollock to be harvested by others under typical “sweep up” harvesting conditions (amounts less than one trip).

All AFA GOA exempt vessels met the Bering Sea pollock harvest/leasing conditions in 2011 as demonstrated in the following Table 2.1b. Similar tables for 2010, 2009, and 2008 may be found in Appendix V.

**Table 2.1b**

Source: Annual Coop Reports and conversations with coop managers.

<b>2011 GOA Exempt Vessel Bering Sea Pollock Fishing</b>					
<b>GOA EXEMPT VESSEL</b>	<b>COOP</b>	<b>Pollock Allocation</b>	<b>Pollock Harvest</b>	<b>Uncaught Pollock</b>	<b>GOA Exempt Vessel Harvest Status</b>
CAPE KIWANDA	AKUTAN	1268	8538	0	N/A
EXCALIBUR II	AKUTAN	2991	2870	121	Did Not Transfer
HAZEL LORRAINE	AKUTAN	2147	795	1352	Did Not Transfer
LISA MELINDA	AKUTAN	1185	1222	0	N/A
MARCY J	AKUTAN	994	1013	0	N/A
PACIFIC RAM	AKUTAN	1124	1079	45	Did Not Transfer
PEGGY JO	AKUTAN	1835	1483	353	Did Not Exceed GOA History
COLLIER BRS.	N. VICTOR	681	1772	0	N/A
GOLD RUSH	N. VICTOR	2357	2177	180	Did Not Exceed GOA History
OCEAN HOPE 3	N. VICTOR	2305	0	2305	Did Not Fish GOA
ELIZABETH F	PETER PAN	2128	1787	341	Did Not Transfer
TOPAZ	PETER PAN	457	525	0	N/A
WALTER N	PETER PAN	2225	2104	121	Did Not Transfer
LESLIE LEE	UNALASKA	3029	2455	574	Did Not Transfer
MORNING STAR	UniSea	2924	0	2924	Did Not Fish GOA
HICKORY WIND	Westward	1591	1499	92	Okay for Sweep Up Fishing

## 2.3 Salmon Bycatch Reduction Measures

### CHINOOK SALMON

#### 1. Amendment 91 Incentive Plan Agreements

Beginning in 2011 new regulations for reducing Chinook bycatch in the Bering Sea pollock fisheries were implemented under Amendment 91. For the first time a Prohibited Species Catch (PSC) limit for the incidental catch of Chinook salmon by pollock fishers

was in place. Reaching the limit (a.k.a. hard cap) would close directed fishing for pollock. Under the provisions of Amendment 91 there are three levels of hard caps based on a vessel's willingness to participate in an Incentive Plan Agreement (IPA). The general intent of an IPA is to reduce Chinook bycatch at all levels of abundance encountered by a fishing fleet as opposed to a traditional hard cap management approach that only alters fishing behavior when there is a danger of reaching the hard cap.

Vessels and/or CDQ groups opting to participate in an IPA would be allotted their portion of a 60,000 Chinook limit. If no vessels or CDQ Groups chose to participate in an IPA each pollock sector would receive its share of a 47,591 hard cap. Vessels and/or CDQ Groups opting out of participating in an IPA when other vessels and/or CDQ had chosen to participate in an IPA would operate under a hard cap based on those vessels share of a 28,496 Chinook limit.

The regulatory conditions of Amendment 91 do not dictate what specific types of incentives an acceptable IPA must include, but rather the outcome the incentives chosen by an IPA group must provide. Pollock fleets must submit, for approval by NMFS, an IPA that meets the following criteria:

- Provide incentives at the individual vessel level
- Incentivize vessels to avoid Chinook bycatch at all levels of abundance in all years
- Reward vessels that successfully avoid Chinook and/or penalize vessels that fail to avoid Chinook
- Incentives must influence fishing decisions at levels below the hard cap
- Hold Bycatch to a performance standard of 47,591 in most years
- The IPA must describe how the IPA ensures each vessel will manage their bycatch to keep total bycatch below the sector level regulatory performance standard

NMFS received, and approved, IPA applications from each of the three AFA sectors; Inshore, Mothership, and C/P. For 2011 all CDQ Groups and AFA vessels participated in an IPA. AFA catcher vessels participated in all three IPAs; all inshore vessels were members of the Inshore Chinook Salmon Savings Incentive Plan Agreement, all Mothership catcher vessels were members of the Mothership Salmon Savings Incentive Plan, and all members of the High Seas Catchers Cooperative joined the Chinook Salmon Bycatch Reduction Plan and Agreement.

Each IPA is required to submit an annual report to the Council by April 1<sup>st</sup> of the following year under a set of reporting requirements provided in the Amendment 91 regulations. The following Table 2.2 provides the Chinook bycatch by catcher vessels in each IPA:

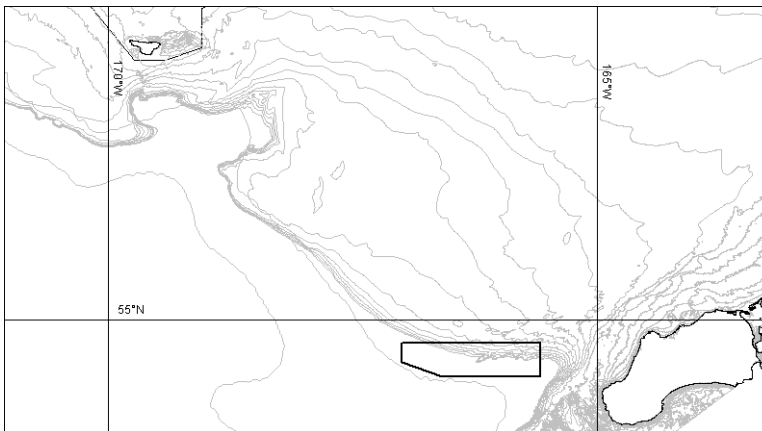
**Table 2.2**

Source: Annual IPA Reports

<b>2011 AFA Catcher Vessel Chinook Bycatch</b>	
IPA Group	2011 CV Chinook Bycatch
Inshore Chinook Salmon Savings Incentive Plan Agreement	<b>18,349</b>
Mothership Salmon Savings Incentive Plan	<b>2,426</b>
Chinook Salmon Bycatch Reduction Plan and Agreement (HSCC only)	<b>0</b> (No HSCC vessels fished pollock in 2011)

## 2. Chinook Conservation Closure Area

Beginning in 2008 all AFA coops entered into a fixed closure area agreement for reducing Chinook bycatch in the A season. Called the Chinook Conservation Area Agreement, it closes an area located in the southeastern Bering Sea to all pollock fishing during the A season. This area has been identified with a history of consistently high Chinook bycatch during the winter season. Below is a chart of the Chinook Conservation Closure Area. The full Agreement may be found in Appendix II.



## CHUM SALMON

### 1. Non-Chinook Salmon bycatch Management Agreement

In 2011 all nine AFA cooperatives and all CDQ Groups were members to the Salmon Bycatch Management Agreement. Also known as the Rolling Hot Spot (RHS) Intercooperative Agreement (ICA), the Agreement was re-written in 2010 for pollock



fishing beginning in 2011 due to implementation of Amendment 91 regulations (as previously described). Pre-Amendment 91, the RHS ICA reduced the bycatch of both Chinook and non-Chinook salmon (primarily chum salmon) via a series of closures that reduced fishing effort in areas with high salmon bycatch. With the implementation of Amendment 91 all Chinook elements of the original Amendment 84 regulations were removed, leaving the RHS ICA as only a chum salmon reduction program.

Consequently, on December 1, 2010 the industry submitted an “Amended and Restated” RHS Agreement for non-Chinook salmon to the Regional Administrator of the Alaska Region, NMFS for approval. On December 28, 2010 the industry received approval of the amended ICA. The Amended and Restated Non-Chinook ICA is found in Appendix III.

The Amendment 84 regulations provide an exemption to the regulatory Chum Salmon Savings Area (CSSA) for vessels that operate under an approved RHS ICA. As previously mentioned the RHS ICA utilizes a series of rolling hot spot closures which, twice weekly, identify areas being fished by the Bering Sea pollock fleet with the highest bycatch rates and initiates “Savings Closures” for those areas over a trigger amount. Each week individual coops, based on their member’s recent bycatch performance, are assigned to a “tier level”. Tier 1 for coops with the best bycatch performance, tier 2 for medium performance, and tier 3 for the lowest performance. A coop’s tier level determines the amount of fishing area restriction the coop will operate under for the following week. The agreement also incorporates an element of peer pressure on poor performing vessels via three types of “Dirty Twenty Lists” that are updated and published each week. These lists specifically name the vessels with the highest bycatch rates on: 1) a weekly, 2) a 2 week rolling average, and 3) a seasonal basis. Additionally, the agreement requires tow-by-tow bycatch reporting by all AFA pollock vessels. Sea State, Inc. has been contracted to gather the data, compile it into useful information, determine tier assignments and closure areas, and monitor closure compliance by the fishing vessels.

Results of chum salmon avoidance under the Amendment 84 Rolling Hot Spot program may be found in the required Amendment 84 annual report. Also required each year is a “third party audit”. The audit was conducted by ABR, Inc.; copies of both that audit and the Amendment 84 report are found in Appendix IV.

## 2. Additional 2011 Chum Salmon Avoidance Measures

The pollock fleet ran into chum bycatch very early in the 2011 B season and while there have been other instances of high June chum bycatch, chum bycatch had been low since the beginning of the current RHS ICA came into place. The June bycatch average for 2007-2010 is 2,750. The total B season chum bycatch average over the same time frame is 41,200. By the end of June, 2011 the fleet had taken 37,500 chums; a number similar to bycatch numbers in the very high chum bycatch years of 2005 and 2006. The June

chum salmon bycatch in 2005 was 20,300 and the June bycatch in 2006 was 51,000. Total B season bycatch for 2005 was 704,552 and 2006 was 309,630.

In response to the high chum numbers the industry immediately began meeting to find additional measures to reduce bycatch. In an effort to reduce chum bycatch the “Supplemental Chum Salmon Protection Agreement” was drafted and implemented as quickly as possible. Also adopted was a “Bering Sea Pollock Harvesters’ Chum Salmon RHS Program Policy Statement”.

#### 2011 Supplemental Chum Salmon Protection Agreement

The Agreement, specific to 2011, authorized Sea State to use an additional 1,000 square miles of possible closure are in the East Region as described in the RHS ICA through August 15<sup>th</sup>, or unless extended through additional agreement by the Coops. August 15<sup>th</sup> was chosen out of concerns that the additional closure area may have result in an increase of Chinook bycatch if left in place too late into the B season.

The Agreement also limited the weekly increase in the RHS ICA Base Rate to no more than 20%. The Base Rate controls both the areas eligible for RHS closure and the Tier level assignment for each of the Coops. Because the weekly Base Rate calculation is the result of a 3 week average bycatch rate, the 20% cap proved to be a very effective tool for controlling bycatch when chum bycatch is trending upwards.

#### Policy Statement

The Coops determined that the enforceable “black and white” elements spelled out in an bycatch reduction Agreement don’t always accomplish the complete desired outcome of the Agreement. Reducing bycatch requires both black and white rules and recognition that quite often there is a gray area that rules alone do not accomplish. Therefore the Coops also adopted the following policy statement for the fleet.

**The Coops agree that Tier 1 and Tier 2 vessels entering an RHS closed area should do so only if they believe, in good faith, that fishing in the area will result in low salmon bycatch despite the closure. Additionally, Tier 1 and Tier 2 vessels entering an RHS closed area, and any vessels entering into a previously RHS closed area with little or no recent bycatch information, will first conduct a test tow prior to beginning regular fishing practices in the area. The results of the test tow will be reported to either the vessel’s coop manager, other vessels in the vicinity, and/or Sea State. A test tow is defined as a tow with significantly less catch than typically caught in a full codend.**

## Section 3. Sideboard Fishery Management

The American Fisheries Act directed the North Pacific Fisheries Management Council (NPFMC) to provide regulations aimed at protecting non-AFA vessels participating in other groundfish and crab fisheries from adverse impacts that may occur due to the rationalization of Bering Sea pollock fishery. This mandate brought about the development of groundfish, crab, and prohibited species catch (PSC) sideboard limits by the NPFMC for the AFA fleet. Prior to the NPFMC Crab Rationalization Program, implemented in 2005, AFA catcher vessels eligible to participate in the Bristol Bay red king crab fishery were sideboarded to 10.96% of the general fishery guideline harvest level. However, under the Crab Rationalization program the AFA sideboards were lifted, the AFA fleet was issued quota shares, and participated in the program the same as the non-AFA crab fleet. Consequently the AFA coop reports no longer include details of their member's participation in the Bristol Bay red king crab fishery.

Vessels with less than 1,700 mt of historic catch in the BSAI pollock fishery and that meet minimum landing requirements in either the BSAI and/or GOA are granted exemptions to the BSAI cod fishery and/or GOA groundfish and PSC sideboards. Vessels in the Mothership cooperative also become exempt to BSAI cod sideboards after March 1. Exemptions to BSAI cod sideboards only apply to the directed fisheries; all AFA BSAI cod boats are subject to the PSC sideboard limits associated with the fishery.

NMFS restricts the non-exempt AFA catcher vessel fishing by an aggregate sideboard cap for each groundfish species category, and an associated PSC bycatch limit. In turn, the Intercoop Agreement manages the initial distribution, and re-distribution via intercoop transfers, of the aggregate sideboard caps and associated PSC among the nine catcher vessel coops based on their members catch history. In some cases the assigned caps are so small that, without the harvest management and monitoring provided by the Intercoop Agreement, NMFS would not open those fisheries to directed fishing by the AFA non-exempt catcher vessels. BSAI cod exempt vessels must meet PSC bycatch standards or face losing their exempt status (see section 3.a. and 3.b. of the Intercoop Agreement in Appendix 1.)

Tables covering the directed groundfish sideboard fisheries prosecuted by the AFA non-exempt vessels in 2011 are located in Appendix VI. These tables provide information on initial coop allocations of sideboard cap, the transfer of allocations between coops, the directed harvest by each coop, and the amount of sideboard cap that was remained unharvested by the AFA non-exempt fleet.

### 3.1 Groundfish Sideboards

The following tables 3.1a and 3.1b provide aggregate information regarding the allocation and harvest of BSAI and GOA sideboard species by AFA non-exempt catcher vessels. The tables report the aggregate harvest of each sideboard species taken as directed catch and as incidental catch in other directed fisheries.

**Table 3.1a** Harvest data supplied by Annual Coop Reports & Sea State, Inc.

<b>2011 BSAI AFA CATCHER VESSEL AGGREGATE GROUND FISH SIDEBOARD CATCH</b>				
Species	Fishery	Sideboard Limit	Aggregate Catch; Directed & Non-Direct	Over / (Under) Sideboard Limit
Pacific Cod	Jig Gear	0	0	0
	Hook & Line	0	0	0
	Pot Gear	5	0	(5)
	CV < 60' H&L or Pot	2	0	(2)
	Trawl Gear CV	28,659	21,441	(7,218)
Sablefish	BS Trawl	110	0	(110)
	AI Trawl	26	0	(26)
Atka Mackerel	Eastern AI&BS	58	935	877
	Central AI	1	1	0
	Western AI	0	0	0
Yellowfin Sole	BSAI	*n/a	n/a	n/a
Rock Sole	BSAI	2,588	2,398	(190)
Greenland Turbot	BS	192	2	(190)
	AI	27	0	(27)
Arrowtooth	BSAI	1,519	790	(729)
Kamchatka Flounder	BSAI	1,038	6	(1,032)
Alaska Plaice	BSAI	600	5	(595)
Other Flatfish	BSAI	112	320	208
Flathead Sole	BS	1,874	1,701	(173)
POP	BS	485	164	(321)
	Eastern AI	39	0	(39)
	Central AI	11	0	(11)
	Western AI	0	0	0
Northern rockfish	BSAI	34	11	(23)
Shortraker	BSAI	1	0	(1)
Rougheye	EBA/EAI	1	0	(1)
	CAI/WAI	1	0	(1)
Other Rockfish	BS	2	7	5
	AI	4	1	(3)
Squid	BSAI	138	110	(28)
Skates	BSAI	759	810	51
Sharks	BSAI	2	16	14
Octopuses	BSAI	7	6	(1)
Sculpins	BSAI	239	282	43

\*no YFS sideboard limit in 2011

**Table 3.1b**

Harvest data supplied by Annual Coop Reports &amp; Sea State, Inc.

<b>2011 GOA AFA CATCHER VESSEL AGGREGATE GROUND FISH SIDEBOARD CATCH</b>				
Species	Fishery	Sideboard Limit	Aggregate Catch; Directed & Non-Direct	Over / (Under) Sideboard Limit
Pollock	WYK	817	129	(688)
	SEO	3,231	0	(3,231)
	610 A,B,C,&D	16,346	1,550	(14,796)
	620 A,B,C,&D	4,361	1,841	(2,520)
	630 A,B,C,&D	4,104	878	(3,226)
Pacific Cod	WGOA Inshore A&B	2,799	504	(2,295)
	WGOA Offshore A&B	234	0	(234)
	CGAO Inshore A&B	2,503	528	(1,975)
	CGOA Offshore A&B	291	0	(291)
	EGOA Inshore (annual)	14	0	(14)
	EGOA Offshore (annual)	2	0	(2)
Deep-water Flatfish	WGOA	0	0	0
	CGOA	189	10	(179)
	EGOA	27	0	(27)
Rex Sole	WGOA	1	2	1
	CGOA	242	83	(159)
	EGOA	3	0	(3)
Flathead Sole	WGOA	7	12	5
	CGOA	107	62	(45)
	EGOA	2	0	(2)
Shallow-water Flatfish	WGOA	70	5	(65)
	CGOA	763	58	(705)
	EGOA	15	0	(15)
Arrowtooth Flounder	WGOA	17	42	25
	CGOA	840	644	(196)
	EGOA	1	0	(1)
Sablefish	WGOA Trawl	0	0	0
	CGOA Trawl	61	42	(19)
	EGOA Trawl	11	0	(11)
POP	WGOA	6	6	(0)
	CGOA	776	408	(368)
	EGOA	90	0	(90)
Shortraker	WGOA	0	0	0
	CGOA	7	4	(3)
	EGOA	5	0	(5)
Rougheye	WGOA	0	0	0
	CGOA	21	4	(17)
	EGOA	5	0	(5)
Other Rockfish	WGOA	1	0	(1)
	CGOA	86	0	(86)
	EGOA	0	0	0

**Table 3.1b continued**

<b>2010 GOA AFA CATCHER VESSEL AGGREGATE GROUND FISH SIDEBOARD CATCH</b>				
Northern Rockfish	WGOA	1	0	(1)
	CGOA	63	52	(11)
Pelagic Shelf Rockfish	WGOA	0	0	0
	CGOA	0	28	28
	EGOA	3	0	(3)
Thornyhead Rockfish	WGOA	12	0	(12)
	CGOA	18	8	(10)
	EGOA	20	0	(20)
Big Skates	WGOA	4	0	(4)
	CGOA	13	31	18
	EGOA	4	0	(4)
Longnose Skates	WGOA	1	0	(1)
	CGOA	13	7	(6)
	EGOA	5	0	(5)
Other Skates	Gulfwide	13	4	(9)
DSR	CGOA	1	0	(1)
Atka Mackerel	Gulfwide	62	0	(62)
Squids	Gulfwide	7	4	(3)
Sharks	Gulfwide	39	2	(37)
Octopuses	Gulfwide	6	0	(6)
Sculpins	Gulfwide	35	8	(27)

The aggregate sideboard harvest tables report overages in several species not directly fished by the AFA non-exempt vessels. The overages occurred in species taken as incidental catch in directed fisheries such as Bering Sea pollock and BSAI cod. While the coops have successfully managed the directed fisheries' sideboard limits, the incidental catch of species associated with those directed fisheries varies from season to season and from year to year. Because the sideboard limits are based on a three-year average it should be expected that the sideboard caps of species taken as incidental catch, rather than directed catch, would at times be exceeded. Additionally, rises in species abundance and changes in location may be different now than during the 3 year snapshot of the AFA sideboard years causing increases in the incidental catch of some species.

Finally, overages in the GOA rockfish species are the result of transfers allowed by the Rockfish Pilot Program. Further details are covered in that program's report.

### 3.2 PSC Catch

Tables 3.2a, 3.2b, and 3.2c cover prohibited species bycatch amounts taken by AFA catcher vessels participating in BSAI and GOA groundfish fisheries. Due to reductions in the halibut cap as a result of Amendment 80, the halibut sideboard exceeds the total halibut now available to non-Amendment 80 trawl fleets. Therefore the halibut sideboard cap no longer applies. However, the catcher vessel coops continue to allocate halibut PSC limits to each of the catcher vessel cooperatives in an effort to minimize halibut bycatch.

**Table 3.2a** Data supplied by SeaState and Annual Coop Reports

<b>2011 BSAI AFA CATCHER VESSEL AGGREGATE PSC SIDEBOARD CATCH</b>				
PSC Species	Target Fishery	Sideboard Limit	Aggregate PSC Mortality	Over / (Under) Sideboard Limit
Halibut - No longer a Sideboard limit; now fishery limit	Pacific Cod, Trawl	887	157	(730)
	Yellowfin Sole	101	0	(101)
	Pollock/A.Mack/O.Species	5	98	93
Red King Crab, Zone 1	All AFA CV BSAI Fisheries (except pollock)	52,600	0	(52,600)
C.Opilio, COBLZ	All AFA CV BSAI Fisheries (except pollock)	1,246,771	1,863	(1,244,908)
C.Bairdi, Zone 1	All AFA CV BSAI Fisheries (except pollock)	244,593	4,249	(240,344)
C.Bairdi, Zone 2	All AFA CV BSAI Fisheries (except pollock)	418,567	combined with zone 1 data	n/a

**Table 3.2b**

Data supplied by Sea State

<b>2011 GOA NON-EXEMPT AFA CATCHER VESSEL PSC SIDEBOARD CATCH</b>				
PSC Species	Target Fishery	Sideboard Limit	Aggregate PSC Catch	Over / (Under) Sideboard Limit
Halibut (mortality in metric tons)	Trawl, 1st Season Allowance			
	Shallow water Targets	153	13	(140)
	Deep water Targets	7	0	(7)
	Trawl, 2nd Season Allowance			
	Shallow water Targets	34	6	(34)
	Deep water Targets	21	3	(18)
	Trawl, 3rd Season Allowance			
	Shallow water Targets	68	0	(68)
	Deep water Targets	28	0	(28)
	Trawl, 4th Season Allowance			
	Shallow water Targets	51	16	(35)
	Deep water Targets	0	1	
	Trawl, 5th Season Allowance			
All Targets	62	4	(58)	

Shallow water Targets	Pollock, cod, shallow-water flatfish, flathead sole, atka mackerel, and "other species".
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Deep water Targets	Sablefish, rockfish, deep-water flatfish, rex sole, and arrowtooth flounder.
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**Table 3.2c**

Data supplied by AFA CV Reports

<b>2011 BSAI AFA CATCHER VESSEL HERRING BYCATCH</b>		
PSC Species	Target Fishery	Aggregate Bycatch
Herring	Pollock	305



## **Appendix I**

### 2011 AFA Catcher Vessel Intercooperative Agreement

## 2011 INTERCOOPERATIVE AGREEMENT

This 2011 INTERCOOPERATIVE AGREEMENT is entered into by and among HIGH SEAS CATCHERS COOPERATIVE (“High Seas”), MOTHERSHIP FLEET COOPERATIVE (“MFC”) and the “Inshore Coops”, i.e., AKUTAN CATCHER VESSEL ASSOCIATION, NORTHERN VICTOR FLEET COOPERATIVE, PETER PAN FLEET COOPERATIVE, UNALASKA FLEET COOPERATIVE, UNISEA FLEET COOPERATIVE and WESTWARD FLEET COOPERATIVE, all of which are Washington Fish Marketing Act corporations, as of \_\_\_\_\_, 2011, with respect to the following facts:

A. High Seas, MFC, and the Inshore Coops (together, the “Coops”) are composed of certain catcher vessels (the “Vessels”) eligible to harvest Bering Sea (“BS”) pollock under the American Fisheries Act (the “AFA”). High Seas and the MFC are composed of all of the catcher vessels eligible to harvest BS and AI pollock in the “catcher/processor” and “mothership” sectors of such fisheries, respectively. The Inshore Coops have each received an allocation of BS pollock in accordance with Section 210 of the AFA. The members of each of the Coops have allocated among themselves the pollock available to their respective Coop, and have agreed that an over-harvest of its allocation by any member shall subject such member to a penalty.

B. The North Pacific Fishery Management Council (the “Council”) has adopted “trigger amounts” of non-Chinook salmon and herring (the “Trigger Amounts”). Attainment of a Trigger Amount causes certain “savings areas” to be closed to trawling for pollock for certain periods of time. The Coops are also subject to limits on their incidental catch of Chinook salmon, halibut, and crab (the “PSC Limits”). Each Coop’s members have agreed to exercise their best efforts to conduct their fishing efforts such that their Coop operates within the Trigger Amounts and PSC Limits, and to comply with the related management measures.

C. Pursuant to Section 211(c) of the AFA, the Council has adopted certain measures to prevent the Vessels from exceeding in the aggregate their traditional harvest levels in certain fisheries other than BS pollock (the “Sideboards”). The members of each of the Coops have allocated the Sideboards limits among themselves, and have agreed that an over-harvest of a Sideboard limit by any member shall subject that member to a penalty.

D. The Coops are subject to certain time and area limits on their harvest of BS pollock in connection with Steller sea lion protection measures (the “RPAs”).

Now, therefore, the parties agree as follows:

1. Trigger Amount Management. The Coops agree to exercise all reasonable efforts to reduce their salmon and herring bycatch to the lowest commercially practical levels, and specifically agree to coordinate their members' fishing activities with the goal of achieving the lowest practicable bycatch rates. For purposes of this Section, Coop catch data produced by the Monitoring Agent (as identified in Section 6.a, below) in conformance with NMFS catch accounting and bycatch estimation procedures shall be presumed accurate.

a. Bycatch Reporting. Each Coop shall arrange to have each of their members' Vessels' bycatch data (to the fullest extent available, with tow-by-tow data being considered optimal) released directly from the NMFS Observer Program to the Monitoring Agent and the Intercoop Manager (as identified in Section 8, below). The Monitoring Agent and the Intercoop Manager are hereby authorized to release all such data in forms and to parties as they reasonably deem appropriate to promote bycatch reduction.

2. Sideboard Limits. Subject to applicable Sideboard exemptions (including the "1700 metric ton" BS/AI cod and Gulf of Alaska ("Gulf") groundfish Sideboard exemptions and the mothership sector BS/AI cod sideboard exemption), the Coops agree to limit their collective members' Vessels' aggregate annual harvest of each Sideboard species to the amount that the Coop members' Vessels' collective catch histories contribute to the annual Sideboard for such species, as calculated by the National Marine Fisheries Service ("NMFS") in accordance with 50 C.F.R. § 679.64(b). To give effect to this provision, each Coop shall (i) limit its non-exempt members' Vessels' aggregate annual harvest of each Sideboard species to the amount that such Vessels contribute to the aggregate annual Sideboard for such species; or (ii) in the case of two or more Coops entering into an intercooperative agreement under which the parties have agreed to limit their collective non-exempt members' Vessels' aggregate annual harvest of one or more Sideboard species to the amount that such Coops' members' Vessels' collective catch histories contribute to the annual Sideboard for such species, limit its members catch in compliance with such intercooperative agreement.

3. Sideboard Management. The Coops acknowledge and agree that coordinated Sideboard management is essential to insure compliance with the aggregate Sideboard limits established under the AFA. Therefore, the Coops agree to the procedures set forth in this Section 3. For purposes of this Section, Coop catch data produced by the Monitoring Agent in conformance with NMFS catch accounting and bycatch estimation procedures shall be presumed accurate. Vessels having made an observed trip may expedite the accounting of that trip's tow-by-tow data by directly submitting copies of the following NMFS forms, as filled out by the Observer, to the Monitoring Agent: Vessel Haul Form, Observer Haul Form, and Species Composition Form.

a. Sideboard and Sideboard-Related PSC Cap Allocation. The Monitoring Agent will annually allocate the BS/AI Pacific cod Sideboard (the "Cod

Sideboard”) in accordance with the terms and conditions of that certain Cod Allocation Agreement among the Coops dated as of June 1, 2000 (the “Cod Agreement”). The Monitoring Agent, in consultation with NMFS, will allocate all Sideboard species other than BS/AI Pacific cod and will allocate all PSC Caps (including those applicable to BS/AI Pacific cod) in accordance with this Section 3.a.

The Monitoring Agent will first reserve an amount of each such Sideboard species necessary to fund the bycatch needs of pollock and other directed groundfish fisheries in which the AFA catcher vessels participate. Then, the Monitoring Agent will initially allocate the BS, AI and Gulf non-exempt vessel Sideboard directed fishery allowances, exempt vessel Sideboard reserves and PSC Limits among the Coops as set forth herein. The allocations will be based on NMFS data and formulas to the extent feasible, and on the best available data otherwise. Each Coop agrees to exercise its best efforts to provide the Monitoring Agent with all catch data that the Monitoring Agent reasonably requests for purposes of calculating such allocations. Upon the Monitoring Agent having allocated the non-exempt and exempt vessel Sideboard allowances among the Coops, the Monitoring agent shall allocate the PSC Limits such that:

(i) each Coop shall receive PSC Limit allocations for each of the Sideboard fisheries in which its vessels operate without exemptions proportionate such Coop’s related Sideboard species allocations, provided that each Coop’s initial PSC Limit allocations related to non-exempt vessel BS/AI cod harvest shall be reduced by five percent (5%) to fund the “traditional time and area” buffer (the “Buffer”) provided to the exempt vessels pursuant to (ii), below; and

(ii) each Coop shall receive separate PSC Limit allocations for each of the fisheries in which one or more of its vessels operate on an exempt basis, proportionate to such vessels’ contribution to the related NMFS reserve, provided that each Coop’s initial “1700 mt” exempt vessel BS/AI cod PSC allocation shall be adjusted upward by a pro rata amount of the Buffer. In cases where an exempt vessel contributes less than 500 metric tons (“mt”) to the BS/AI cod exempt vessel reserve, the initial allocation of PSC relative to that vessel shall be based on a presumed contribution of 500 mt.

For purposes of this Section 3, the mothership sector catcher vessels shall be considered “non-exempt” prior to March 1, and their initial coop Sideboard and PSC Limit allocations shall be made accordingly. The mothership catcher vessels shall become “exempt” as of March 1, and thereupon shall become eligible for a reallocation of PSC pursuant to Subsection b., below, if as a coop group they have harvested their initial BS/AI cod Sideboard allocation without exceeding their initial allocation of PSC.

b. BS/AI and Gulf Cod PSC Reallocation. The Monitoring Agent will track the aggregate BS/AI and Gulf cod catch and halibut and crab bycatch of each Coop’s exempt vessels. Upon the Monitoring Agent determining that a Coop’s exempt vessels (as a group) have harvested their initial or subsequent allocation(s) of cod in the

BS/AI or Gulf cod fishery without exceeding the Coop's related allocation of exempt vessel PSC (as adjusted by intra or inter Coop transfers) (such Coop being a "Complying Coop"), the Monitoring Agent will reduce each Coop's (including the Complying Coop's) remaining allocation of cod-related PSC for such cod fishery (if any) pro rata, according to the proportion of its initial non-exempt allocation of such PSC vis-a-vis the other Coops, such that the sum of the reductions is the lesser of (i) the amount of PSC necessary for each exempt vessel in the Complying Coop to harvest an additional 300 mt of cod at the pre-Buffer non-exempt cod/PSC ratio, or (ii) the proportionate amounts of such PSC that the Monitoring Agent deems necessary for the Complying Coop's exempt vessels to operate at such ratio until such fishery is closed to catcher vessel trawling; provided that the sum of such reductions under (i) or (ii) above shall in no case exceed that amount of PSC calculated to harvest 1500 mt at the pre-Buffer non-exempt cod/PSC ratio. The Monitoring Agent will then increase the relevant Coop's exempt vessel cod-related PSC allocations for such fishery by the sum of such reductions. On the other hand, if a Coop's exempt vessels harvest their initial or subsequent cod-related PSC allocation for the BS/AI or Gulf cod fishery (as adjusted by inter or intra Coop transfers) before having harvested the Coop's cod allocations made available therewith, the Monitoring Agent will not increase such Coop's exempt vessel allocations, and such Coop shall require such vessels to cease their directed fishing in that cod fishery, notwithstanding their exemption. If the Monitoring Agent determines that a PSC reallocation under this Section has provided a Coop with PSC in excess of the amount necessary to fish until fishery closure, the Monitoring Agent will have the authority to release an amount of the surplus that the Monitoring Agent deems reasonable back to the contributing Coops.

c. BS/AI Cod Harvest Timing. To facilitate harvest of the full amount of the BS/AI cod Sideboard, each Coop agrees to manage its non-exempt vessels' BS/AI cod directed fishing harvest such that no more than sixty percent (60%) of the related initial PSC allocation is harvested prior to March 1.

d. Optimal PSC Utilization. Each Coop agrees to exercise its best efforts to manage its vessels such that their aggregate PSC catch (as determined by the Monitoring Agent in accordance with NMFS procedures) does not exceed the Coop's PSC Limit allocations, as adjusted by transfers with other Coops and pursuant to Subsection 3.b., above. Each Coop agrees to release to the Monitoring Agent on a timely basis for redistribution at no cost the PSC it determines is not necessary to harvest its Sideboard allocations.

e. Gulf of Alaska Groundfish Sideboard Exemption.

(i) The Coops acknowledge that the Council has stipulated that no Vessel shall be exempt from the Gulf of Alaska groundfish Sideboards in any year during which other vessels are permitted to lease any portion of such Vessel's BS or AI pollock allocations. The Coops acknowledge that the Council's stipulation was intended to prevent a Vessel from using its ability to transfer or license its Coop BS or AI pollock

allocation to increase its opportunity to harvest Gulf groundfish in excess of applicable Sideboards. The Coops agree to require that an exempt Vessel that actually exceeds an otherwise applicable Gulf groundfish Sideboard in 2011 shall not have transferred any amount of such Vessel's BS/AI pollock allocation for 2011 to another vessel such that the aggregate amount of such exempt Vessel's annual BS/AI pollock allocation is reduced by such transfer(s). The Coops agree that an exempt Vessel which actually exceeds a Gulf groundfish Sideboard and fails to comply with the BS/AI pollock transfer limitations of this Section shall be deemed to have over-harvested its Sideboard allocation, notwithstanding its exempt status, and shall be subject to the related over-harvest penalties per the enforcement provisions of its Coop's Membership Agreement and this Agreement. For purposes of this provision, a Vessel's pollock allocations shall be calculated net of the amount normally reserved for harvest by a Coop "sweep-up" Vessel for purposes of season and/or area harvest limit compliance.

(ii) The Coops agree that while AFA vessels exempt from Gulf of Alaska Sideboards are restricted as described in Section 3.e.(i), above, the Council, through Congressional direction, has implemented the Gulf of Alaska Rockfish Pilot Program (RPP) which recognized a different set of years to define each vessel's historic participation in the Gulf of Alaska rockfish fisheries than the AFA Sideboard years of 1995, 1996, and 1997. Therefore, for purposes of this section, an AFA Gulf exempt Vessel's rockfish Sideboard limits will be equal to their initial RPP allocations.

#### 4. Over-harvest Prevention Measures.

a. Harvest Limits. The Coops agree to exercise their best efforts to prevent any of their members from exceeding their pollock allocation and Sideboard limits. In cases where a member has done so, the Coops agree to exercise their best efforts to prevent such over-harvest from affecting non-members and/or resulting in a violation of fishery regulations. To that end, the Coops agree to facilitate pollock allocation and Sideboard limit transfers among members when practicable, agree to transfer PSC Limit apportionments among Coops when practicable, and to issue "stop fishing" orders as appropriate when such transfers are not practicable. The Coops also agree to encourage their members to mitigate the effects of inadvertent over-harvests by making directed fishing and PSC Limit allocations available to other Coop members on reasonable terms and conditions. However, other than as provided in Section 4.f.(ii), below, nothing in this Section 4 shall constitute an affirmative obligation on the part of any Coop or its members to transfer an allocation at the request of another Coop or other members.

b. Pollock Allocation and Sideboard Penalties. The Coops acknowledge that notwithstanding the provisions of Section 4.a, above, adopting and enforcing appropriate penalties is necessary to create over-harvest disincentives. The Inshore Coops therefore each agree to adopt the uniform penalty for an Inshore Coop member exceeding its BS, AI or Gulf pollock directed fishing allocation amount or area or season proportion of one hundred fifty percent (150%) of the total ex-vessel value of such over-harvest. For purposes of this Subsection 4.b and Subsection 4.c, below,

provision, ex-vessel value shall be deemed to be the ex-vessel price paid by the processor(s) to which the over-harvesting member delivered for the over-harvested species during the season(s) in which the over-harvest takes place, and shall include all consideration paid for the over-harvested allocation, including but not limited to all bonuses and post season adjustments. The Coops each agree to adopt the uniform penalty amount of One Thousand Dollars (\$1,000.00) per metric ton for over-harvests in the directed BS, AI and Gulf Pacific cod fisheries, and the amount of Three Hundred Dollars (\$300.00) per metric ton for over-harvests in all other BS, AI and Gulf directed groundfish fisheries. Over-harvests shall be determined on the basis of the best available data. Harvest reports developed by the Monitoring Agent shall be presumed accurate in the absence of demonstrable error.

c. PSC Limit Enforcement. Upon a Coop receiving written notice from the Monitoring Agent that it does not have an adequate PSC Limit allocation to support further fishing activity by its members' vessels, such Coop shall immediately cause its members' vessels to cease fishing in the relevant directed fisheries. The Coops hereby adopt as a uniform penalty for each landing following such notice that includes a PSC species harvested in excess of a Coop's PSC Limit allocation an amount equal to twice the ex-vessel value of all commercially harvestable species delivered in such landing. For purposes of this Subsection, Coop catch data produced by the Monitoring Agent in conformance with NMFS catch accounting and bycatch estimation procedures will be presumed accurate. The Coops agree to take all actions and execute all documents reasonably necessary to give effect to this provision.

d. Liquidated Damages. The Coops acknowledge that the financial impact associated with over-harvesting an allocation or exceeding a Sideboard limit or PSC Limit are difficult to estimate, and that penalty amounts are therefore intended to be a substitute in all cases for direct, indirect and consequential damages. Therefore, the Coops agree that the penalty amounts established under 4.b. and 4.c., above are liquidated damages, the payment of which (together with reasonable costs of collection) shall satisfy a member's obligation with respect to any harvest in excess of an allocation, Sideboard or applicable PSC Cap. The Coops hereby waive any and all claims to direct, indirect or consequential damages related to such over-harvest.

e. Rights of Action. Each Coop agrees that the members of all other Coops shall have rights to initiate penalty actions and to be paid overharvest forfeitures and related costs of collection equivalent to such Coop's own members' rights. Each Coop agrees to take all corporate action necessary to give effect to this provision.

f. Indemnification.

(i) Each Coop (an "Indemnifying Coop") hereby agrees to indemnify, defend and hold harmless all other Coops and their members (the "Indemnitees") against all third party claims, legal actions and proceedings of any type

whatsoever (the “Actions”), and against all third party damages, including but not limited to all liabilities, obligations, judgments, penalties, fines, forfeitures, costs of defense and reasonable attorneys’ fees (including fees incurred enforcing this indemnification) (together, the “Damages”) that the Indemnitees incur as a result of an overharvest of a pollock allocation, Sideboard species or PSC Limit by a member of the Indemnifying Coop.

(ii) For purposes of this provision, in cases where an over-harvest by a member is (a) not willful or repeated; (b) is capable of being corrected by other members (of the same or other Coops) restraining their harvest(s), and timely written notice is provided to such members’ Coop(s); and (c) for which the appropriate amount of liquidated damages is tendered by the originally over-harvesting member to a qualified third party escrow agent in readily available funds, the obligation of indemnification for third party claims related to the original over-harvest shall shift to the Coop(s) receiving notice and the tender of liquidated damages.

#### 5. Steller Sea Lion-Related Management Measures.

a. Non-Exempt Vessels. Other than as necessary to give effect to exemptions for which its members qualify, each Inshore Coop agrees to limit the aggregate annual pollock harvest of its members per season and per area (as determined in accordance with NMFS accounting procedures related to such harvests) to the percentage of the annual inshore pollock directed fishing allowance generally permitted to be harvested during such season and/or in such area.

b. SCA Exemption for Vessels Equal to or Less than 99’ in Overall Length. The Coops acknowledge that under the current Steller sea lion-related management measures, vessels equal to or less than 99 feet in length are eligible to harvest all of their BS pollock A season allocations inside the SCA. So long as this exemption remains in effect, the Coops agree that the Monitoring Agent in consultation with NMFS will calculate and reserve from the Coops’ aggregate pollock allocations an amount of quota inside the SCA adequate to fund the total seasonal directed harvest of all members’ Vessels equal to or less than 99 feet (the “99’ Reserve”). The Monitoring Agent will then allocate the 99’ Reserve among the Coops pro rata, according to the relative catch histories of their vessels under 99’. Each Coop shall in turn allocate its share of the 99’ Reserve among its members operating vessels under 99’ in length, prior to establishing the inside SCA allocations for its members’ Vessels over 99’ in length. The Coops agree to require that any license or transfer of pollock quota from a vessel equal to or less than 99’ to a vessel over 99’ shall be subject to generally applicable regulations concerning spatial and temporal distribution of catch, including but not limited to proportions which may be harvested inside the SCA, notwithstanding the exemption extended to vessels less than or equal to 99’.

#### 6. Data Reporting.



a. Appointment of Monitoring Agent. The Coops acknowledge that it will not be possible to obtain the benefits associated with cooperative harvesting activity unless catch data is reported on a timely basis to a centralized monitoring and reporting agent (the “Monitoring Agent”). The Coops agree to independently contract with Sea State, Inc. as their agent for that purpose.

b. Data Gathering. Each Coop agrees to take all commercially reasonable actions to obtain catch data and other information that may be necessary for effective fishery management from its members as soon as reasonably possible, and to provide such data to the Monitoring Agent as soon as reasonably possible after receiving such data. Data produced for the Coops by the Monitoring Agent shall be presumed accurate, which presumption shall only be rebuttable upon clearly demonstrating inaccuracy.

7. Vessel Pre-registration. The Coops acknowledge that it may be necessary for their members to provide advance notice of their intent to employ Vessels in certain fisheries, to provide NMFS and the Coops with the ability to project catch rates and amounts. Each Coop agrees to obtain such elections from its members and report them to the Monitoring Agent on a timely basis.

8. Intercooperative Management. The Coops acknowledge that resolving issues related to cooperative harvesting operations will be a continuing process. Each Coop agrees to appoint a person to represent it in intercooperative matters. The Coops further agree to retain United Catcher Boats (“UCB”) to provide ongoing intercooperative coordination services and an intercooperative manager (the “Intercoop Manager”) through December 31, 2011. The Coops agree such services shall not include representing the Coops or any of them in political or general policy matters, other than as authorized by all Coops in advance.

9. Term. This Agreement shall take effect upon execution by all of the Coops. This Agreement shall expire on November 30, 2011. The Coops agree to meet in good faith negotiations concerning modification of this Agreement and extension of its term not later than October 1, 2011, with the express intent of replacing or extending this Agreement prior to November 30, 2011.

10. Miscellaneous.

a. No amendment to this Agreement shall be effective against a party hereto unless in writing and duly executed by such party. The parties agree to amend this Agreement as reasonably necessary to comply with changes in law, and policies and regulations implementing the American Fisheries Act.

b. This Agreement shall be governed by and construed in accordance with applicable federal law and the laws of the State of Washington.

c. This Agreement may be executed in counterparts which, when taken together, shall have the same effect as a fully executed original. Delivery of a signed copy of this Agreement by telefacsimile shall have the same effect as delivering a signed original.

d. The parties agree to execute any documents necessary or convenient to give effect to intents and purposes of this Agreement.

e. All notices required to be given under this Agreement shall be deemed given five (5) days following deposit in certified first class U.S. mail, postage prepaid, with the correct address, or upon the first business day following confirmed telefacsimile transmission to the recipient. Each Coop agrees to provide the name, postal address, telefacsimile number and e-mail address (if any) of its representative for purposes of receiving notices under this Agreement within three (3) days of executing this Agreement.

f. In the event that any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deemed to be severed from this Agreement, and such holding shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

g. Each Coop agrees to use its best efforts to resolve any disputes arising under this Agreement through direct negotiations. Other than disputes related to overharvest of pollock, Sideboard limits or PSC Limits in connection with which one or more Coops or their members seek an injunction, a restraining order or some other form of equitable relief, all disputes not resolved through direct negotiation and/or dispute resolution will be submitted to arbitration in Seattle, Washington upon the request of any party to this Agreement. The party's written request will include the name of the arbitrator selected by the party requesting arbitration. The other party will have ten (10) days to provide written notice of the name of the arbitrator it has selected, if any. If the other party timely selects a second arbitrator, the two arbitrators will select a third arbitrator within ten (10) days. If the other party does not timely select the second arbitrator, there shall be only the one arbitrator. The single arbitrator or the three (3) arbitrators so selected will schedule the arbitration hearing as soon as possible thereafter. Every arbitrator, however chosen, must have no material ties to any Coop or Coop member. The decision of the arbitrator (or in the case of a three (3) arbitrator panel, the decision of the majority) will be final and binding. The arbitration will be conducted under the rules of (but not by) the American Arbitration Association. The parties will be entitled to limited discovery as determined by the arbitrator(s) in its or their sole discretion. The arbitrator(s) will also determine the "prevailing party" and that party will be entitled to its reasonable costs, fees and expenses, including attorneys' and arbitrator fees, incurred in the action by said party. In no event will arbitration be available pursuant to this paragraph after the date when commencement of such legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

## **Appendix II**

### Chinook Conservation Area Agreement

## CHINOOK SALMON CONSERVATION AREA AGREEMENT

This CHINOOK SALMON CONSERVATION AREA AGREEMENT is entered into by and among POLLOCK CONSERVATION COOPERATIVE (“PCC”), the HIGH SEAS CATCHERS COOPERATIVE (“High Seas”), MOTHERSHIP FLEET COOPERATIVE (“MFC”), the “Inshore Coops”, i.e., AKUTAN CATCHER VESSEL ASSOCIATION, ARCTIC ENTERPRISE ASSOCIATION, NORTHERN VICTOR FLEET COOPERATIVE, PETER PAN FLEET COOPERATIVE, UNALASKA FLEET COOPERATIVE, UNISEA FLEET COOPERATIVE and WESTWARD FLEET COOPERATIVE, and SEA STATE, INC. (“Sea State”) and UNITED CATCHER BOATS ASSOCIATION (“UCB”) as of \_\_\_\_\_, 2008. PCC, High Seas, MFC and the Inshore Coops are hereafter collectively referred to as the “Coops”. This Agreement is entered into with respect to the following facts:

### RECITALS

The Coops are parties to that certain Amended and Restated Bering Sea Pollock Fishery Rolling Hot Spot Closure Salmon Bycatch Management Agreement dated December 1, 2007 (the “Salmon Bycatch Agreement”). The Coops believe that the effectiveness of the Salmon Bycatch Agreement may be enhanced by closing a certain area of the Bering Sea to pollock fishing by Coop member vessels during the Bering Sea pollock “A” season unless and until a determination is made that salmon bycatch rates within such closed area are not problematic.

Now, therefore, the parties agree as follows:

### AGREEMENT

1. Purpose of Agreement. The purpose of this Agreement is to implement a Chinook salmon conservation area closure that enhances the effectiveness of the Salmon Bycatch Agreement. Each party to this Agreement agrees exercise all commercially reasonable efforts to achieve that purpose.

2. Monitoring and Management. The Coops shall retain Sea State to provide the data gathering, analysis, fleet monitoring and reporting services necessary to implement the Chinook salmon conservation area closure contemplated under this Agreement. The Coops shall retain UCB to provide day-to-day management of inter-cooperative matters related to the performance of this Agreement.

3. Definitions. All capitalized terms not otherwise defined in this Agreement shall have the meaning given to them in the Salmon Bycatch Agreement.

4. Chinook Salmon Conservation Area Closure. The area described on the attached Exhibit A (the “Chinook Conservation Area”) shall be closed to all pollock fishing by Coop member vessels, including but not limited to fishing for Community Development Quota pollock, from the opening of each Bering Sea pollock fishery “A” season until the earlier of (i) such time as Sea State authorizes pollock fishing to take place in the Chinook Conservation Area in accordance with this Agreement, and then only on the terms and conditions established by Sea State, or (ii) closure of the Bering Sea pollock fishery “A” season.

a. If Sea State determines in its sole discretion that it is reasonable to conduct test fishing within the Chinook Conservation Area, Sea State may establish a protocol under which Coop member vessels may conduct pollock fishing operations in such Area. The terms and conditions of such protocol shall have the same force and effect as the Chinook Conservation Area closure implemented under this Agreement, any violation of such terms shall constitute a breach of this Agreement, and the terms of Section 5, below shall apply to any violation of terms and conditions of such protocol.

b. If based on the results of test fishing activity within the Chinook Conservation Area Sea State determines in its sole discretion that Chinook salmon bycatch rates in the directed pollock fishery could be reduced by permitting pollock fishing to take place within the Chinook Conservation Area, Sea State may open the Chinook Conservation Area to pollock fishing, subject to the restrictions imposed under the Salmon Bycatch Agreement and any additional terms and conditions as Sea State may impose in its sole discretion.

5. Chinook Conservation Area Enforcement.

a. Sea State shall monitor the fishing activities of all Coops’ members’ vessels, and shall promptly report all apparent Chinook Conservation Area violations to all Coops. For purposes of this Agreement, “fishing” shall mean all activity of a vessel between the time of initial gear deployment and final gear retrieval. For purposes of this Section 5.a., “gear deployment” and “gear retrieval” shall have the meanings given them in 50 C.F.R. 679.2 or its successor, as the same may be amended from time to time. Initial gear deployment shall mean setting trawl gear with an empty codend, and final gear retrieval shall mean retrieving trawl gear to either pull a codend aboard the vessel or to deliver the codend to another vessel.

b. Upon receiving notice of an apparent violation from Sea State, the Board of Directors of the Coop to which the vessel belongs shall have one hundred and eighty (180) days to take action in connection with the apparent violation, and to provide a report of the action taken and a copy of the record supporting that action to all other Coops. When the Board of Directors of the Coop to which the vessel belongs provides

its report, or if the Coop Board of Directors fails to provide its report within such 180 day period, then Sea State and/or UCB shall distribute the Coop's report (if provided) and the record developed by Sea State in connection with the apparent violation to all other Coops, and each Coop shall have standing to pursue Chinook Conservation Area enforcement actions equivalent to such Coop's own rights with respect to its members.

c. The Coops hereby adopt a uniform assessment for a skipper's first annual violation of a Chinook Conservation Area closure of Ten Thousand Dollars (\$10,000.00), a uniform assessment for a skipper's second annual violation of a Chinook Conservation Area closure of Fifteen Thousand Dollars (\$15,000.00), and a uniform assessment of Twenty Thousand Dollars (\$20,000.00) for a skipper's third and subsequent annual violations. The Coops acknowledge that the damages resulting from violating a Chinook Conservation Area closure are difficult to estimate, and that the foregoing assessment amounts are therefore intended to be a substitute in all cases for direct, indirect and consequential damages. Therefore, the Coops agree that the assessment amounts established under this Subsection 5.c are liquidated damages, the payment of which (together with reasonable costs of collection) shall satisfy a Coop's and its members' obligations related to a Chinook Conservation Area closure violation. The Coops hereby waive any and all claims to direct, indirect or consequential damages related to such violation.

d. The Coops agree that any funds collected in connection with a violation of this agreement, in excess of those necessary to reimburse the prevailing party for its costs and attorneys fees, shall be used to support research concerning the stocks of origin of salmon taken incidentally in the Bering Sea pollock fishery.

e. For purposes of this Section 5, State and Federal landing reports, observer data, VMS tracking data, vessel log books and plotter data and Coop catch data produced by the Sea State in conformance with NMFS catch accounting and bycatch estimation procedures shall be presumed accurate and sufficient for determining whether a vessel violated a Chinook Conservation Area closure, absent a clear and compelling demonstration of manifest error. The Coops agree to take all actions and execute all documents necessary to give effect to this provision.

f. The Coops agree to require their members to obtain and maintain an operational VMS unit approved by Sea State on their vessels, provided that such units are available on a commercially reasonable basis. The Coops agree to cause their members to release their VMS tracking data to Sea State. Sea State agrees not to disclose any such information, other than as specifically authorized under this Agreement, as necessary to fulfill the intents and purposes of this Agreement, or with prior consent from the affected vessel owner. The Coops agree that the damages resulting from vessels operating in non-compliance with this subsection are difficult to estimate, and the Coops therefore hereby adopt a uniform assessment of One Thousand Dollars (\$1,000.00) per day for each consecutive day over thirty (30) consecutive days that a Coop member's vessel is

employed in the Fishery without an operational VMS unit approved by Sea State, provided such unit is available on a commercially reasonable basis.

6. Release and Waiver of All Claims Against Sea State and United Catcher Boats; Indemnification and Hold Harmless. The parties acknowledge that the effectiveness of this Agreement depends to a significant extent on Sea State's and UCB's discretion and judgment. The parties further acknowledge that if Sea State or UCB were potentially liable for simple negligence in connection with such actions, it would be necessary for Sea State and UCB to charge a substantially larger fee for the services they provide in connection with this Agreement, to offset that potential liability. It is therefore in the parties' interest to reduce Sea State's and UCB's potential liability under this Agreement. Therefore, the Coops hereby waive and release any and all claims against Sea State and UCB arising out of or relating to Sea State's or UCB's services in connection with this Agreement, other than those arising out of gross negligence or willful misconduct by Sea State or UCB. Further, the Coops jointly and severally agree to indemnify, defend and hold Sea State and UCB harmless against any third party claims asserted against Sea State or UCB arising out of or relating to Sea State's or UCB's services in connection with this Agreement, other than those arising out of gross negligence or willful misconduct by Sea State or UCB.

7. Coop Membership Agreement Amendments. To give effect to this Agreement, the Coops agree to cause each of their Membership Agreements to be amended to include the following provisions.

a. Each Coop member shall acknowledge that its vessel's operations are governed by this Agreement, and shall agree to comply with its terms.

b. Each Coop member shall authorize its Coop's Board of Directors to take all actions and execute all documents necessary to give effect to this Agreement.

c. Each Coop member shall authorize its Coop Board of Directors to enforce this Agreement, and each member shall authorize the other Coops to individually or collectively enforce this Agreement upon the passage of one hundred eighty (180) days from the date such Board receives notice from Sea State that a Coop member may have failed to comply with the Agreement.

d. Each Coop member shall release to Sea State its State and Federal landing reports, observer data, VMS tracking data, and vessel log books and plotter data for purposes of determining its compliance with this Agreement, and agrees that in the event Sea State concludes that its vessel may have violated a Chinook Conservation Area closure, Sea State may release such data as Sea State in its sole discretion determines appropriate to facilitate enforcement of this Agreement.

e. Each Coop member shall agree that the information contained in the records identified in d., above, shall be presumed accurate absent a clear and compelling demonstration of manifest error, and shall be presumed sufficient to determine its compliance with this Agreement.

f. Each Coop member shall agree that the damages resulting from violating a Chinook Conservation Area closure are difficult to estimate, and that the assessment amounts provided under this Agreement are therefore intended to be a substitute in all cases for direct, indirect and consequential damages. Each Coop member shall agree that its Coop Board of Directors may modify Chinook Conservation Area violation assessment amounts from time to time, as necessary to maintain an effective deterrent to Chinook Conservation Area violations. Each Coop member shall agree that each trawl tow during which the member's vessel fishes in a Chinook Conservation Area in violation of this Agreement shall constitute a separate violation for purposes of assessment calculation. Each Coop member shall agree that damages for violating this Agreement shall apply on a strict liability basis, regardless of a member's lack of knowledge of the violation or intent to violate the agreement. Each Coop member shall agree that actual damages for violating this Agreement would be difficult to calculate, and shall therefore agree to pay the assessment amounts established under this Agreement, as amended from time to time, as liquidated damages. Each Coop member shall agree to modify its skipper contracts to make its skipper(s) fully responsible for the assessments levied in connection with a breach of the agreement. Further, each Coop member shall agree that in the event a skipper fails to assume such assignment of liability, or in the event such assumption of liability is deemed invalid, the member shall be liable for the full amount of such assessment, and all related costs and attorneys' fees.

g. Each Coop member shall agree that in connection with any action taken to enforce this Agreement, the prevailing party shall be entitled to the costs and fees it incurs in connection with such action, including attorneys' fees.

h. Each Coop member shall agree that in addition to legal remedies, the Board of Directors of each cooperative shall be entitled to injunctive relief in connection with the second and subsequent violations of this Agreement.

i. Each Coop member shall agree to waive and release any and all claims against Sea State and UCB arising out of or relating to Sea State's or UCB's services in connection with this Agreement, other than those arising out of gross negligence or willful misconduct by Sea State or UCB.

8. Term. This Agreement shall take effect as of January 20, 2008. The initial term of this Agreement shall extend through November 1, 2008. The term of this Agreement shall be automatically extended for an additional year as of September 15 each year it remains in effect, i.e., as of September 15, 2008, the new expiration date of this Agreement shall be November 1, 2009, and so on. A party to this Agreement may terminate its status as a party by providing written notice to all other parties to this



Agreement to that effect, provided that the effective date of such party's termination shall be the expiration date of this Agreement in effect at the time the termination notice is delivered. For example, if a Coop provides termination notice on August 15, 2008, its termination shall not be effective until November 1, 2008. If a Coop provides termination notice on October 1, 2008, its termination shall not be effective until November 1, 2009. Notwithstanding any party's termination of its participation in this Agreement or the expiration of its term, the enforcement provisions of Section 5, above, shall survive with full force and effect.

9. Miscellaneous.

a. No amendment to this Agreement shall be effective against a party hereto unless in writing and duly executed by such party. The parties agree to amend this Agreement as reasonably necessary to conform with changes in law or circumstances.

b. This Agreement shall be governed by and construed in accordance with applicable federal law and the laws of the State of Washington.

c. This Agreement may be executed in counterparts which, when taken together, shall have the same effect as a fully executed original. Delivery of a signed copy of this Agreement by telefacsimile shall have the same effect as delivering a signed original.

d. The parties agree to execute any documents necessary or convenient to give effect to the intents and purposes of this Agreement.

e. All notices required to be given under this Agreement shall be deemed given five (5) days following deposit in certified first class U.S. mail, postage prepaid, with the correct address, or upon the first business day following confirmed telefacsimile or e-mail transmission to the recipient. Each party to this Agreement agrees to provide the name, postal address, telefacsimile number and e-mail address of its duly authorized representative(s) for purposes of receiving notices under this Agreement within three (3) days of executing this Agreement.

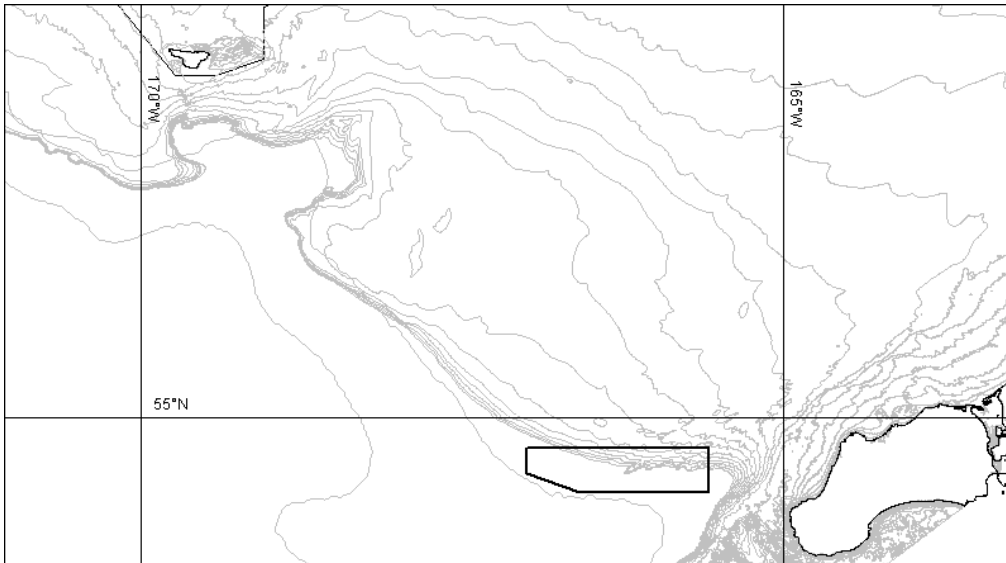
f. In the event that any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deemed to be severed from this Agreement, and such holding shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

g. Each Coop agrees to use its best efforts to resolve any disputes arising under this Agreement through direct negotiations. Breaches of this Agreement for which a party seeks a remedy other than injunctive relief that are not resolved through direct negotiation shall be submitted to arbitration in Seattle, Washington upon the request of any party to this Agreement. The party's written request will include the name

of the arbitrator selected by the party requesting arbitration. The other party will have ten (10) days to provide written notice of the name of the arbitrator it has selected, if any. If the other party timely selects a second arbitrator, the two arbitrators will select a third arbitrator within ten (10) days. If the other party does not timely select the second arbitrator, there shall be only the one arbitrator. The single arbitrator or the three (3) arbitrators so selected will schedule the arbitration hearing as soon as possible thereafter. Every arbitrator, however chosen, must have no material ties to any Coop or Coop member. The decision of the arbitrator (or in the case of a three (3) arbitrator panel, the decision of the majority) will be final and binding. The arbitration will be conducted under the rules of (but not by) the American Arbitration Association. The parties will be entitled to limited discovery as determined by the arbitrator(s) in its or their sole discretion. The arbitrator(s) will also determine the “prevailing party” and that party will be entitled to its reasonable costs, fees and expenses, including attorneys’ and arbitrator fees, incurred in the action by said party. In no event will arbitration be available pursuant to this paragraph after the date when commencement of such legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

Entered into as of the date first set forth above.

Exhibit A. Chinook Salmon Conservation Area



Corner Coordinates:

Latitude		Longitude	
54	40	165	35
54	40	166	35
54	45	167	0
54	52	167	0
54	52	165	35

## **Appendix III**

Amendment 84  
Rolling Hot Spot Closure Agreement  
For Non-Chinook Salmon Bycatch  
As Amended and Restated for 2011

AMENDED AND RESTATED  
BERING SEA POLLOCK FISHERY ROLLING HOT SPOT CLOSURE  
NON-CHINOOK SALMON BYCATCH MANAGEMENT AGREEMENT

This AMENDED AND RESTATED BERING SEA POLLOCK FISHERY ROLLING HOT SPOT CLOSURE NON-CHINOOK SALMON BYCATCH MANAGEMENT AGREEMENT is entered into by and among POLLOCK CONSERVATION COOPERATIVE (“PCC”), the HIGH SEAS CATCHERS COOPERATIVE (“High Seas”), MOTHERSHIP FLEET COOPERATIVE (“MFC”), the “Inshore Coops”, i.e., AKUTAN CATCHER VESSEL ASSOCIATION, NORTHERN VICTOR FLEET COOPERATIVE, PETER PAN FLEET COOPERATIVE, UNALASKA FLEET COOPERATIVE, UNISEA FLEET COOPERATIVE and WESTWARD FLEET COOPERATIVE, and the “CDQ Groups”, i.e., ALEUTIAN PRIBILOF ISLAND COMMUNITY DEVELOPMENT ASSOCIATION, BRISTOL BAY ECONOMIC DEVELOPMENT CORPORATION, CENTRAL BERING SEA FISHERMEN’S ASSOCIATION, COASTAL VILLAGES REGION FUND, NORTON SOUND ECONOMIC DEVELOPMENT CORPORATION and YUKON DELTA FISHERIES DEVELOPMENT ASSOCIATION, and SEA STATE, INC. (“Sea State”) and UNITED CATCHER BOATS ASSOCIATION (“UCB”) as of \_\_\_\_\_, 2010. PCC, High Seas, MFC, and the Inshore Coops are hereafter collectively referred to as the “Coops”.

This Agreement is entered into with respect to the following facts:

RECITALS

Western Alaskans have expressed conservation and allocation concerns regarding the incidental catch of non-Chinook salmon in the Bering Sea pollock fishery. While such bycatch is regulated by the North Pacific Fishery Management Council (the “Council”) and the National Marine Fisheries Service (“NMFS”), the Coops desire to address this issue by inter-cooperative agreement, out of respect for the concerns of Western Alaskans, to avoid unnecessary incidental catch of non-Chinook salmon and to obviate the need for regulatory salmon savings areas.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## AGREEMENT

1. Purpose of Agreement. This Amended and Restated Non-Chinook Salmon Bycatch Management Agreement amends and supersedes that certain Salmon Bycatch Management Agreement entered into among the parties set forth above as of December 1, 2007. The purpose of this Agreement is to implement a private, contractual inter-cooperative program to reduce non-Chinook salmon bycatch in the Bering Sea directed pollock fishery, inclusive of both the Community Development Quota (“CDQ”) and non-CDQ allocations (the “Fishery”). Each party to this Agreement agrees exercise all commercially reasonable efforts to achieve that purpose.

2. Monitoring and Management. The Coops shall retain Sea State to facilitate vessel bycatch avoidance behavior, information sharing, data gathering, analysis, and fleet monitoring necessary to implement the bycatch management program contemplated under this Agreement. The Coops shall retain United Catcher Boats (UCB) as the ICA representative. UCB will provide day-to-day management of inter-cooperative matters related to the performance of this Agreement.

3. Bycatch Management. The parties agree that because the bycatch of non-Chinook salmon is typically very low during the Fishery “A” season, the bycatch management of non-Chinook salmon by this Agreement will occur during the Fishery “B” season. Therefore, non-Chinook salmon bycatch in the Fishery “B” season shall be managed on an inter-cooperative basis as follows. Sea State shall use a bycatch rate (the “Base Rate”) as a trigger for identifying areas to be closed to pollock fishing by certain Coops (“Chum Salmon Savings Areas”), and as a basis for determining each Coop’s tier status, which in turn shall govern whether, and if so, when, each Coop’s members may harvest pollock inside of a Savings Area. During “B” seasons, Sea State shall monitor non-Chinook salmon bycatch, and may announce Chum Salmon Savings Areas for non-Chinook salmon, and Sea State shall assign each Coop a bycatch tier status. In addition, Sea State shall have the authority to declare up to two Chum Salmon Savings Areas in the Bering Sea region east of 168 degrees West longitude (the “East Region”) and up to two Chum Salmon Savings Areas in the Bering Sea/Aleutian Islands region west of 168 degrees West longitude (the “West Region”). The non-Chinook salmon Base Rate shall be adjusted during each “B” season in response to non-Chinook bycatch rates, to take into account fluctuations in non-Chinook salmon encounters.

a. Initial non-Chinook Base Rate. The initial “B” season non-Chinook salmon Base Rate shall be 0.19 non-Chinook salmon per metric ton of pollock.

b. Non-Chinook Base Rate In-Season Adjustment. Commencing on July 1 of each year that this Agreement is in effect, and on each Thursday through the duration of each “B” season thereafter, Sea State shall recalculate the “B” season non-Chinook salmon Base Rate. The recalculated Base Rate shall be the three week rolling average of the Fishery “B” season non-Chinook bycatch rate for the then-current year. The recalculated Base Rate shall be the governing non-Chinook salmon Base Rate for

purposes of each “Thursday Announcement” of a “Friday Closure” (as defined below) following recalculation.

c. Implementation of Salmon Savings Measures. Sea State shall use Fishery “B” season bycatch data from fishing activity after June 10 of each year to provide Coops with preliminary information regarding the location and concentration of non-Chinook salmon, and to determine initial Chum Salmon Savings Area closures and Coop Tier assignments (as defined below). Sea State shall implement Chum Salmon Savings Area closures as appropriate upon non-Chinook bycatch rates exceeding the Base Rate, and thereafter through the balance of each Fishery “B” season.

d. Cooperative Tier Assignments. Rate calculations for purposes of tier assignments shall be based on each Coop’s pollock catch in the Fishery for the prior two weeks (the denominator) and the aggregate amount of associated bycatch of non-Chinook salmon taken by its members (the numerator). For purposes of this Section, a Coop’s non-Chinook salmon bycatch amount shall be based on observer data.

- Coops with non-Chinook salmon bycatch rates of less than 75% of the applicable Base Rate shall be assigned to “Tier 1.”
- Coops with non-Chinook salmon bycatch rates equal to or greater than 75% of the applicable Base Rate but equal to or less than 125% of the Base Rate shall be assigned to “Tier 2”.
- Coops with non-Chinook salmon bycatch rates greater than 125% of the applicable Base Rate shall be assigned to “Tier 3”.

e. Bycatch Hot Zone Identification. When the Fishery “B” season is open to any of the inshore, catcher/processor or mothership components, on an ongoing basis Sea State shall calculate the non-Chinook bycatch rates for each Alaska Department of Fish and Game (“ADF&G”) statistical area for which Sea State receives a non-Chinook salmon bycatch report, and when feasible, for each lateral half of each such statistical area. Bycatch rates shall be recalculated and updated every four (4) or seven (7) days during the season, immediately proceeding the closure announcements described in Section 4.g., below, as Sea State determines appropriate given the quality of data available for the area. The non-Chinook bycatch rates shall be calculated on the basis of reports Sea State determines to be adequately accurate, including reliable tow-by-tow estimates from the fishing grounds. In every case, rates calculated on the basis of the actual number of salmon observed per tow shall be given priority over rates based on sampling and extrapolation.

f. Chum Salmon Savings Areas. On each Thursday and on each Monday following June 10, for the duration of the Fishery “B” season, Sea State shall, subject to the criteria set forth below, provide notice to the Coops identifying one or more areas

designated as “Chum Salmon Savings Areas”, within which pollock fishing shall be restricted on the basis of each Coop’s Tier status.

(i) Savings Area Designation Criteria. To qualify as a Chum Salmon Savings Area, (a) an amount of pollock that Sea State in its sole discretion determines to be substantial must have been taken in the Savings Area during the period on which its designation as a Savings Area is based, or the area must have been designated a Savings Area for the prior notification period and there must be evidence satisfactory to Sea State in its sole discretion that suggests that non-Chinook salmon bycatch rates in the area are not likely to have changed, and (b) the salmon bycatch rate in the area for the period on which its definition as a Chum Salmon Savings Area is based must exceed the Base Rate. For purposes of (a), above, Sea State shall consider a pollock harvest of two percent (2%) of the total amount of pollock harvested in the Fishery during the period on which a Chum Salmon Savings Area designation is based to be indicative of, but not dispositive of, whether a substantial amount of pollock has been harvested in an area.

(ii) Savings Area Boundaries and Limitations. Subject to the limits set forth in this Section, Savings Areas shall be defined by a series of latitude/longitude coordinates as Sea State determines appropriate to address salmon bycatch. Notwithstanding the foregoing, the following limits shall apply to designations of “B” season Savings Areas: (i) Chum Salmon Savings Area closures in the East Region may not exceed three thousand (3,000) square miles in total area during any single closure period; (ii) Chum Salmon Savings Areas in the West Region may not exceed one thousand (1,000) square miles in total area during any single closure period; (iii) there may be up to two (2) Savings Areas per Region per closure period.

g. Savings Area Closure Announcements. Fishery “B” season Savings Area closures announced on Thursdays (the “Thursday Announcement” of the “Friday Closures”) shall be effective from 6:00 pm the following Friday through 6:00 pm the following Tuesday, and Savings Area closures announced on Mondays (the “Monday Announcement” of “Tuesday Closures”) shall be effective from 6:00 pm the following Tuesday through 6:00 pm the following Friday. Upon a Chum Salmon Savings Area closure taking effect, fishing by Coop vessels participating in the Fishery shall be restricted pursuant to Subsection 4.i., below. Each Thursday Announcement shall include the following information: (i) season update on pollock harvest and non-Chinook salmon bycatch by pollock fishery sector and in total; (ii) each Coop’s updated rolling two week non-Chinook salmon bycatch rate, associated Tier status, and Savings Area closure dates, times and days; (iii) the coordinates describing each Chum Salmon Savings Area, and a map of the Area; (iv) non-Chinook salmon bycatch rates for each Alaska Department of Fish and Game statistical area in which there was directed pollock fishing during the previous week; and (v) updated vessel performance lists, as defined in 4.j., below. Each Monday Announcement shall include the information described in clauses (i), (iii), (iv), and a reminder to each Coop of its chum bycatch Tier status.

h. Savings Area Implementation. During the Fishery “B” seasons, Savings Area closures shall apply to Coop member vessels as follows. Chum Salmon Savings Areas announced as Friday Closures and as updated by Tuesday Closures shall be closed to fishing by Tier 3 Coop vessels for seven days. Chum Salmon Savings Areas announced as Friday Closures shall be closed to fishing by Tier 2 Coop vessels through 6:00 pm the following Tuesday. Tier 1 Coop vessels may fish in Chum Salmon Savings Areas closed to the Tier 2 and Tier 3 Coop vessels.

i. Vessel Performance Lists. On a weekly basis, Sea State shall provide salmon bycatch performance lists to the Coops calculated on the basis of non-Chinook bycatch.

i. A list of the 20 vessels with the highest non-Chinook bycatch rates for the previous 2 weeks in excess of the Base Rate.

ii. A list of the 20 vessels with the highest non-Chinook bycatch rates for the previous week in excess of the Base Rate.

j. Throughout the Fishery “B” season, Sea State shall provide salmon “hot spot” advisory notices concerning areas of high non-Chinook salmon bycatch that do not fall within Savings Area closures.

4. Data Gathering and Reporting. The Coops acknowledge that the effectiveness of the bycatch management program being implemented under this Agreement depends on rapidly gathering, analyzing and disseminating accurate data concerning non-Chinook salmon bycatch in the Fishery. The Coops therefore agree as follows.

a. Each Coop shall require its members to take all actions necessary to release their vessels’ NMFS observer reports and official landing records to Sea State as soon as commercially practicable after such documents are completed. Each Coop shall request its members’ vessels to exercise commercially reasonable efforts to report to Sea State within 24 hours the location of, estimated pollock tonnage of and estimated number of non-Chinook salmon in each trawl tow. PCC may satisfy its obligation under this section 6.a. by arranging to have its members’ vessels’ observer reports concerning non-Chinook salmon bycatch transmitted to Sea State. MFC and High Seas may satisfy their obligations under this Section by arranging to have the pollock amounts and non-Chinook salmon counts for their members’ vessels reported to Sea State by the observers on the processing vessels to which their members’ vessels deliver. The Inshore Coops shall arrange for their vessels to report the crew’s best estimate of the amount of pollock and the number of non-Chinook salmon in the tow when reporting its location. Each Inshore Coop shall develop its own methods and means to accurately calculate (when feasible) or estimate the amount of pollock and the number of salmon contained in each tow by its members’ vessels, and to rapidly and accurately report that information to Sea State.



b. Sea State shall from time to time announce a non-Chinook bycatch rate that shall trigger an incident reporting requirement. Each Coop shall require its members' vessels to notify their coop manager (if applicable), the intercooperative manager and, if feasible, Sea State as soon as possible of any tow with a non-Chinook salmon bycatch rate that the crew estimates to be equal to or greater than the incident reporting rate threshold.

5. Savings Area Closure Enforcement. Upon a Coop receiving a Savings Area closure notice which has the effect of closing one or more Savings Areas to fishing by its members' vessels under this Agreement, the Coop shall timely notify its members. Each Coop agrees to take enforcement action with respect to any violation of a Savings Area closure notice, and to collect the assessments set forth below in cases where a vessel is found to have violated a closure.

a. Sea State shall monitor the fishing activities of all Coops' members' vessels, and shall promptly report all apparent Savings Area violations to all Coops. For purposes of this Agreement, "fishing" shall mean all activity of a vessel between the time of initial gear deployment and final gear retrieval. For purposes of this Section 5.a., "gear deployment" and "gear retrieval" shall have the meanings given them in 50 C.F.R. 679.2 or its successor, as the same may be amended from time to time. Initial gear deployment shall mean setting trawl gear with an empty codend, and final gear retrieval shall mean retrieving trawl gear to either pull a codend aboard the vessel or to deliver the codend to another vessel.

b. Upon receiving notice of an apparent violation from Sea State, the Board of Directors of the Coop to which the vessel belongs shall have one hundred and eighty (180) days to take action in connection with the apparent violation, and to provide a report of the action taken and a copy of the record supporting that action to all other Coops. When the Board of Directors to which the vessel belongs provides its report, or if the Coop Board of Directors fails to provide its report within such 180 day period, then Sea State and/or UCB shall provide each other Coop, the CDQ Groups, the Association of Village Council Presidents ("AVCP"), Bering Sea Fishermen's Association ("BSFA"), Tanana Chiefs' Conference ("TCC") and Yukon River Drainage Fishermen's Association ("YRDFA") with the Coop's report (if provided) and the record developed by Sea State in connection with the apparent violation, and each of such parties shall have standing to pursue Savings Area closure enforcement actions equivalent to such Coop's own rights with respect to its members.

c. The Coops hereby adopt a uniform assessment for a skipper's first annual violation of a Savings Area closure of Ten Thousand Dollars (\$10,000.00), a uniform assessment for a skipper's second annual violation of a Savings Area closure of Fifteen Thousand Dollars (\$15,000.00), and a uniform assessment of Twenty Thousand Dollars (\$20,000.00) for a skipper's third and subsequent violations in a year. The Coops acknowledge that the damages resulting from violating a Savings Area closure are difficult to estimate, and that the foregoing assessment amounts are therefore intended to

be a substitute in all cases for direct, indirect and consequential damages. Therefore, the Coops agree that the assessment amounts established under this Subsection 5.c are liquidated damages, the payment of which (together with reasonable costs of collection) shall satisfy a Coop's and its members' obligations related to a Savings Area closure violation. The Coops hereby waive any and all claims to direct, indirect or consequential damages related to such violation.

d. The Coops agree that any funds collected in connection with a violation of this agreement, in excess of those necessary to reimburse the prevailing party for its costs and attorneys fees, shall be used to support research concerning salmon taken incidentally in the Fishery. The Coops agree to consult with the CDQ Groups, AVCP, BSFA, TCC and YRDFA regarding the most appropriate use of such funds.

e. For purposes of this Section 5, State and Federal landing reports, observer data, VMS tracking data, vessel log books and plotter data and Coop catch data produced by the Sea State in conformance with NMFS catch accounting and bycatch estimation procedures shall be presumed accurate and sufficient for determining whether a vessel violated a Savings Area closure, absent a clear and compelling demonstration of manifest error. The Coops agree to take all actions and execute all documents necessary to give effect to this provision.

f. The Coops agree to require their members to obtain and maintain an operational VMS unit approved by Sea State on their vessels, provided that such units are available on a commercially reasonable basis. The Coops agree to cause their members to release their VMS tracking data to Sea State. Sea State agrees not to disclose any such information, other than as specifically authorized under this Agreement, as necessary to fulfill the intents and purposes of this Agreement, or with prior consent from the affected vessel owner. The Coops agree that the damages resulting from vessels operating in non-compliance with this subsection are difficult to estimate, and the Coops therefore hereby adopt a uniform assessment of One Thousand Dollars (\$1,000.00) per day for each consecutive day over thirty (30) consecutive days that a Coop member's vessel is employed in the Fishery without an operational VMS unit approved by Sea State, provided such unit is available on a commercially reasonable basis.

6. Release and Waiver of All Claims Against SeaState and United Catcher Boats; Indemnification and Hold Harmless. The parties acknowledge that the effectiveness of this Agreement depends to a significant extent on Sea State's and UCB's discretion and judgment in designating and defining Savings Areas, determining each Coop's Tier status, monitoring compliance with Savings Area closures, and initiating and supporting enforcement actions under circumstances where a Coop member appears to have violated this Agreement. The parties further acknowledge that if Sea State or UCB were potentially liable for simple negligence in connection with such actions, it would be necessary for Sea State and UCB to charge a substantially larger fee for the services they provide in connection with this Agreement, to offset that potential liability. It is therefore in the parties' interest to reduce Sea State's and UCB's potential liability under this

Agreement. Therefore, the Coops and the CDQ Groups hereby waive and release any and all claims against Sea State and UCB arising out of or relating to Sea State's or UCB's services in connection with this Agreement, other than those arising out of gross negligence or willful misconduct by Sea State or UCB. Further, the Coops jointly and severally agree to indemnify, defend and hold Sea State and UCB harmless against any third party claims asserted against Sea State or UCB arising out of or relating to Sea State's or UCB's services in connection with this Agreement, other than those arising out of gross negligence or willful misconduct by Sea State or UCB.

7. ICA Representative contact information:

United Catcher Boats  
4005 20<sup>th</sup> Ave. West, Suite 116  
Seattle, WA 98199  
Phone: 206-282-2599  
Fax: 206-282-2414  
E-mail: penguin@ucba.org

8. Coop Membership Agreement Amendments. To give effect to this Agreement, the Coops agree to cause each of their Membership Agreements to include the following provisions.

a. Each member shall acknowledge that its vessel's operations are governed by this Agreement, and shall agree to comply with its terms.

b. Each member shall authorize its Coop's Board of Directors to take all actions and execute all documents necessary to give effect to this Agreement.

c. Each member shall authorize its Coop Board of Directors to enforce this Agreement, and if the Board fails to do so within one hundred eighty (180) days of receiving notice from Sea State that a cooperative member may have failed to comply with the Agreement, each member shall authorize each other Coop, each of the CDQ groups, AVCP, BSFA, TCC and YR DFA to individually or collectively enforce this Agreement.

d. Each member shall agree to maintain an operational VMS unit approved by Sea State on its vessel at all times that its vessel is participating in the Fishery, provided such VMS unit is available on a commercially reasonable basis, and shall agree to cause its vessel's VMS tracking data to be released to Sea State on a basis that permits Sea State to determine whether the member's vessel has operated in compliance with this Agreement. Each Coop member shall release to Sea State its State and Federal landing reports, observer data, VMS tracking data, and vessel log books and plotter data for purposes of determining its compliance with this Agreement, and agrees that in the event Sea State concludes that its vessel may have violated a hot spot closure, Sea State may release such data as Sea State in its sole discretion determines appropriate to facilitate enforcement of this Agreement.

e. Each member shall agree that the information contained in the records identified in d., above, shall be presumed accurate absent a clear and compelling demonstration of manifest error, and shall be presumed sufficient to determine its compliance with this Agreement.

f. Each member shall agree that the damages resulting from violating a Savings Area closure are difficult to estimate, and that the assessment amounts provided under this Agreement are therefore intended to be a substitute in all cases for direct, indirect and consequential damages. Each member shall agree that its Coop Board of Directors may modify Savings Area violation assessment amounts from time to time, as necessary to maintain an effective deterrent to Savings Area violations. Each member shall agree that each trawl tow during which the member's vessel fishes in a Savings Area in violation of this Agreement shall constitute a separate violation for purposes of assessment calculation. Each member shall agree that damages for violating this Agreement shall apply on a strict liability basis, regardless of a member's lack of knowledge of the violation or intent to violate the agreement. Each member shall agree that actual damages for violating this Agreement would be difficult to calculate, and shall therefore agree to pay the assessment amounts established under this Agreement, as amended from time to time, as liquidated damages. Each member agrees to modify its skipper contracts to make its skipper(s) fully responsible for the assessments levied in connection with a breach of the agreement. Further, each member agrees that in the event a skipper fails to assume such assignment of liability, or in the event such assumption of liability is deemed invalid, the member shall be liable for the full amount of such assessment, and all related costs and attorneys' fees.

g. Each member shall agree that in connection with any action taken to enforce this Agreement, the prevailing party shall be entitled to the costs and fees it incurs in connection with such action, including attorneys' fees.

h. Each member shall agree that in addition to legal remedies, the Board of Directors of each cooperative, each of the CDQ groups, BSFA and YRDFFA shall be entitled to injunctive relief in connection with the second and subsequent violations of this Agreement.

i. Each member shall agree to waive and release any and all claims against Sea State and UCB arising out of or relating to Sea State's or UCB's services in connection with this Agreement, other than those arising out of gross negligence or willful misconduct by Sea State or UCB.

j. Each member shall acknowledge that, notwithstanding the definition of "fishing" used in this Agreement (which is the consistent with the definition used by NMFS for logbook entries and observer reporting purposes), it is the Coops' policy that no member's vessel will be present in a Savings Area that is closed to fishing by such Coops' members' vessels unless and until such vessel's trawl doors have been fully

retrieved or stored. Further, each member shall agree that, absent extenuating circumstances, such member exercise its best efforts to comply with this policy.

9. Term. This Agreement shall take effect as of November 30, 2010. The initial term of this Agreement shall extend through November 1, 2013. The term of this Agreement shall be automatically extended for an additional year as of September 15 each year it remains in effect, i.e., as of September 15, 2011, the new expiration date of this Agreement shall be November 1, 2014, and so on. A party to this Agreement may terminate its status as a party by providing written notice to all other parties to this Agreement to that effect, provided that the effective date of such party's termination shall be the expiration date of this Agreement in effect at the time the termination notice is delivered. For example, if a Coop provides termination notice on August 15, 2011, its termination shall not be effective until November 1, 2013. If a Coop provides termination notice on October 1, 2011, its termination shall not be effective until November 1, 2014. Notwithstanding any party's termination of its participation in this Agreement or the expiration of its term, the enforcement provisions of Section 7, above, shall survive with full force and effect.

10. Breach and Termination of Exemption. Each Coop acknowledges that, as of the opening of the 2011 "B" season Fishery, NMFS is expected to issue an annual exemption to the regulatory salmon savings closures (the "Exemptions") to each Coop that is a party to and complies with this Agreement. Further, each Coop acknowledges that a Coop's material breach of this Agreement that is not timely cured shall result in forfeiture of such Coop's right to retain its Exemption. The following shall constitute material breaches of this Agreement:

(i) a Coop failing to take enforcement action within one hundred eighty (180) days of being notified by Sea State of an apparent violation of a Savings Area closure by one or more of its members, as provided in Section 5.b, above;

(ii) a Coop failing to collect and/or disburse an assessment in compliance with this Agreement within one hundred eighty (180) days of a determination that its member(s) violated a Savings Area closure, as provided in Sections 5.c and 5.d, above;

(iii) a Coop failing to collect and/or disburse an assessment in compliance with this Agreement within one hundred eighty (180) days of a determination that a member of the Coop failed to maintain an available, operational VMS unit approved by Sea State on its vessel as provided in Section 5.f of this Agreement and/or failed to cause such vessel(s) to release their VMS tracking data to Sea State as provided in Section 5.f of this Agreement.

In the event of a material breach of this Agreement by a Coop that is not cured within thirty (30) days of such Coop's authorized representative receiving written notice of such breach from one or more other Coop(s), a CDQ Group, AVCP, BSFA, TCC or YR DFA, any one of such parties may demand that the breaching Coop tender its Exemption to

NMFS, and such Coop shall do so within ten (10) days. If a Coop fails to timely tender its Exemption, any of such parties may seek injunctive relief requiring such Coop to tender its Exemption.

11. Annual Compliance Audit. The Coops shall annually retain an entity that is not a party to this Agreement (the "Compliance Auditor") to review and prepare a report concerning Sea State's performance of its monitoring and notification obligations under this Agreement and actions taken by the Coops in response to all notifications from Sea State to the Coops regarding potential violations of this Agreement. All parties to this Agreement will be provided an opportunity to participate in selecting the non-party Compliance Auditor. Sea State and the Coops shall cooperate fully with the Compliance Auditor, and shall provide any information the Compliance Auditor requires to complete its review and report. If the Compliance Auditor identifies a failure to comply with this Agreement as part of its review, the Compliance Auditor shall notify all parties to this Agreement of the failure to comply, shall distribute to all parties to this Agreement the information used to identify the failure to comply, and shall provide notice of any such failures in the Compliance Auditor's final report.

12. Miscellaneous.

a. No amendment to this Agreement shall be effective against a party hereto unless in writing and duly executed by such party. The parties agree to amend this Agreement as reasonably necessary to conform with changes in law or circumstances.

b. This Agreement shall be governed by and construed in accordance with applicable federal law and the laws of the State of Washington.

c. This Agreement may be executed in counterparts which, when taken together, shall have the same effect as a fully executed original. Delivery of a signed copy of this Agreement by telefacsimile shall have the same effect as delivering a signed original.

d. The parties agree to execute any documents necessary or convenient to give effect to the intents and purposes of this Agreement.

e. All notices required to be given under this Agreement shall be deemed given five (5) days following deposit in certified first class U.S. mail, postage prepaid, with the correct address, or upon the first business day following confirmed telefacsimile or e-mail transmission to the recipient. Each party to this Agreement agrees to provide the name, postal address, telefacsimile number and e-mail address of its duly authorized representative(s) for purposes of receiving notices under this Agreement within three (3) days of executing this Agreement.

f. In the event that any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deemed to be severed from this Agreement, and

such holding shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

g. Each Coop agrees to use its best efforts to resolve any disputes arising under this Agreement through direct negotiations. Breaches of this Agreement for which a party seeks a remedy other than injunctive relief that are not resolved through direct negotiation shall be submitted to arbitration in Seattle, Washington upon the request of any party to this Agreement. The party's written request will include the name of the arbitrator selected by the party requesting arbitration. The other party will have ten (10) days to provide written notice of the name of the arbitrator it has selected, if any. If the other party timely selects a second arbitrator, the two arbitrators will select a third arbitrator within ten (10) days. If the other party does not timely select the second arbitrator, there shall be only the one arbitrator. The single arbitrator or the three (3) arbitrators so selected will schedule the arbitration hearing as soon as possible thereafter. Every arbitrator, however chosen, must have no material ties to any Coop or Coop member. The decision of the arbitrator (or in the case of a three (3) arbitrator panel, the decision of the majority) will be final and binding. The arbitration will be conducted under the rules of (but not by) the American Arbitration Association. The parties will be entitled to limited discovery as determined by the arbitrator(s) in its or their sole discretion. The arbitrator(s) will also determine the "prevailing party" and that party will be entitled to its reasonable costs, fees and expenses, including attorneys' and arbitrator fees, incurred in the action by said party. In no event will arbitration be available pursuant to this paragraph after the date when commencement of such legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

## **Appendix IV**

### 2011 Amendment 84 Annual Report



Report to the North Pacific Fishery Management Council  
on the 2011  
Bering Sea Pollock Intercooperative Salmon Avoidance  
Agreement

Karl Haflinger, Sea State Inc. - Intercoop Monitor  
John Gruver, AFA Catcher Vessel Intercooperative Manager

This report is to the North Pacific Fishery Management Council and covers the Bering Sea and Aleutian Islands Management Area (BSAI) Pollock Intercoop Salmon Avoidance Agreement (“ICA”). During the course of the B season fishery, the pollock Intercoop closed 67 areas to fishing based on high bycatch rates of chum salmon experienced by vessels working in the area. Maps of the closures are shown in Appendix 1.

Under the terms of the ICA, applicants are to submit to the Council a report analyzing:

1. Estimated number of salmon avoided as demonstrated by the movement of fishing effort away from salmon hot-spots.
2. A compliance/enforcement report that will include the results of an external audit designed to evaluate the accuracy of the approach used by Sea State to monitor compliance with the agreement, and a report on the effectiveness of enforcement measures stipulated under the ICA in cases of non-compliance. Examination of a randomly selected subset of vessel/days representing 10% of the catch during each season will be used as the basis of the audit.

**Number of non-Chinook salmon taken during the fishery:**

For the sake of comparison we have included catch and bycatch amounts running back to 1993. These data are compiled from plant landing information for catcher vessels

delivering to shoreside processors, and observer data for mothership catcher vessels and catcher-processors. The “other salmon” category includes all non-chinook salmon. Observer data for both offshore and shoreside deliveries show that only very small numbers of salmon other than chum in this category (for example, 152 unidentified, 31 pinks, and 5 silvers for the 2006B season EFP).

*Table 1. Catch and bycatch of pollock and salmon in the directed pollock fishery by season and for full years, 2000 – 2011.*

Year	B season pollock*	B season other salmon bycatch
1993	740,569	242,473
1994	718,582	89,117
1995	647,865	17,625
1996	633,639	77,028
1997	546,988	64,504
1998	539,432	60,040
1999	511,211	44,261
2000	631,755	57,228
2001	813,022	50,948
2002	866,034	83,033
2003	876,784	170,688
2004	858,799	427,234
2005	878,618	637,957
2006	874,435	276,779
2007	775,261	82,641
2008	572,384	14,453
2009	469,128	38,040
2010	471,983	13,585
2011	681,480	191,517

\* For the years 1993-1999, total groundfish from P and B targets, available on files from NMFS site (below), were used instead of pollock.

*Estimates of salmon bycatch for 1993-1999 are for all P and B trawl target fisheries, including CDQ, and are available on the NOAA Fisheries, Ak Region web site. (<http://www.fakr.noaa.gov/sustainablefisheries/catchstats.htm>)*

## Evaluation of salmon savings.

The evaluation of the number of salmon saved by the IC program is based on tracking vessels that fished in a closed area before it closed, and then comparing their subsequent bycatch to see if it was lower than expected if the area had not closed. Put more simply, we perform a before-and-after comparison of the bycatch observed and expected from the vessels that triggered the closure. The procedure is as follows:

1. Extract all observer data for haul locations falling inside a closure area, for a 5 day period preceding the closure. For shoreside catcher vessels, aggregate the hauls that have the same “start fishing date” so that hauls with the same bycatch rate are not artificially repeated. As an example, if 2 hauls from the same catcher vessel trip show up in the closed area, they will have the same bycatch rate because observers pro-rate bycatch evenly across all hauls. Consider them a single observation with a value equal to the sum of the two hauls’ pollock and salmon.
2. Consider all of independent offshore sector (C/P and mothership) hauls, and combined “trip-level” hauls to be estimates of the bycatch ratio  $R_i = \sum y_i / \sum x_i$ , where  $y$  are counts of chinook or chum salmon, and  $x$  is the pollock catch from individual hauls (offshore sector) or grouped, same-trip hauls (shoreside), and  $i$  indicates a separate closure.
3. Extract the same haul or “grouped” haul information, for the same vessels, for the duration of the closure (either 3 or 4 days). Their associated bycatch is available from either observer or plant delivery information. Compute their expected bycatch had they been able to stay and fish inside the now-closed area, by summing the pollock catch of all vessels in this category, and multiplying this summed pollock catch by the matching bycatch ration,  $R_i$  above.
4. Compute the standard error of this estimated  $Y$  (overall salmon bycatch if vessels had stayed in the area and fished with bycatch rate  $R$ ) treating  $R$  as a ratio estimator (Snedecor and Cochran, Statistical Methods, 8<sup>th</sup> Edition, p 452).

# Avoidance results from the 2011 Intercoop Agreement

Locations of the 2011 closures are shown in Figure 1.

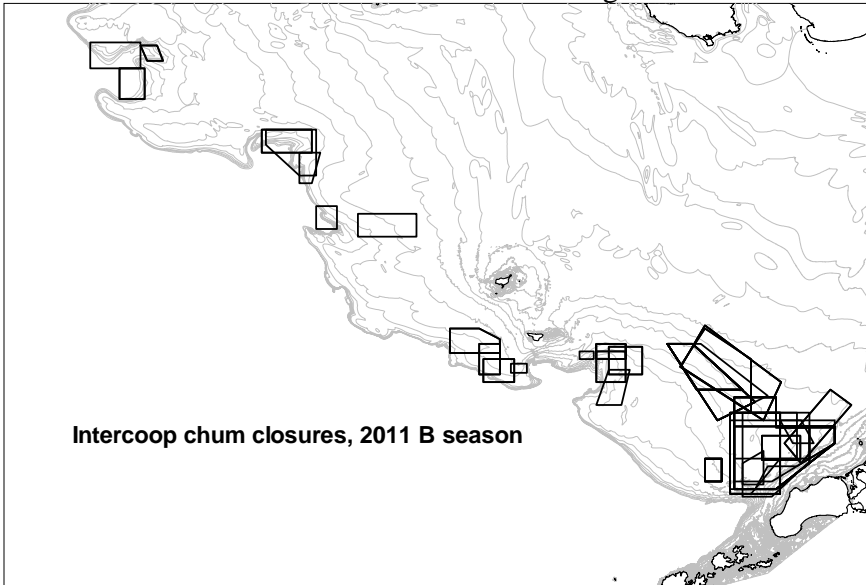


Figure 1. 2011 IC chum closures

Table 2 summarizes the results for both chum and chinook savings resulting from these closures (Appendix Tables A1a-c show the underlying data, by closure, with associated standard errors). An estimated 86,338 mt of observed groundfish was associated with boats that fished inside areas before they were closed. These same vessels caught an estimated 146,846 mt of groundfish in the five day interval following the respective closure. An estimated 79,657 fewer chum were taken outside the closures than would have been expected had the same amount of pollock been taken inside the closures, based on the comparison of rates inside and outside closure areas. Chinook reductions were minimal: 76 chinook fewer taken than the estimated 1,154 that would have been caught at within-closure rates. These bycatch reductions represent a 63% decrease in expected chum bycatch, and a 7% decrease in expected chinook bycatch.

Table 2. Chum salmon closure effectiveness

Closure statistic	Bycatch species	
	Chinook	Chum
Pollock catch (inside, before closures)	86,338	86,338
Pollock catch (outside, after closures)	146,846	146,846
Actual bycatch (outside closures)	1,078	46,939
Expected bycatch (at pre-closure rate)	1,154	126,596
Savings	76	79,657
% reduction	7%	63%

A comparison with results from chum closures from previous years is shown in Table 3. The “After-closure pollock” column shows the total tonnage of pollock harvested by vessels that fished inside closures in the 5-day interval before they closed. This amount of pollock can be viewed as having been moved from inside the closure area to outside due to the closures. The 2011 amount (146,846 mt) is larger as an absolute amount, and much larger as a percentage of the B season harvest, than we have seen in any other year since the program began. The number is higher than in any previous year partly because the ICA approved under the original Amendment 84 regulations was intended to protect both Chinook and chum salmon, with Chinook bycatch reduction being the higher priority. Therefore, chum RHS closures were discontinued once Chinook RHS closures were triggered. The implementation of Amendment 91 removed all Chinook elements of the original Amendment 84 regulations, thereby eliminating the replacement of chum RHS closures for those protecting Chinook salmon. Consequently the number of chum RHS closures, and therefore the associated pollock catch moved as a result of these closures, has increased in 2011.

*Table 3. Comparison of the effects of chum closures across years.*

Year	After-closure pollock	% of harvest affected	Chinook savings	Chinook % reduction	Chum savings	Chum % reduction
2006	23,049	3%	-97	-21%	65,299	64%
2007	107,646	14%	2007	56%	75,970	82%
2008	3,448	1%	53	82%	768	73%
2009	5,701	1%	52	50%	6,270	76%
2010	12,537	3%	61	85%	1,808	84%
2011	146,846	22%	73	7%	79,657	63%

### **Compliance/ Enforcement**

Ten apparent violations were referred to coops on November 2, 2011. The coops to which these vessels belong have until May 28, 2012 to meet and decide on the validity of these apparent violations.

An audit of Sea State compliance monitoring has again been awarded to ABR Inc of Fairbanks, Alaska. ABR reviewed 10% of the coop fishing records and associated VMS information. The draft report for this audit states that:

“We found that our verdicts agreed with Sea State’s determination in all cases. Our 10% subsample did not identify any errors in Sea State’s original determinations, and we did not further investigate locations outside of our subsample”

### Appendix 1. Before-and-after closure fishing comparisons, by closure.

Date	"Before" closure pollock	"After" closure pollock	"After" closure chinook	Estimated chinook catch without closure	Chinook reduction (estimate-actual)	Std Err chinook estimate	"After" closure chum catch	Estimated chum catch without closure	Chum reduction (estimate-actual)	Std Err chum estimate	Number of samples prior to closure	Number of samples after closure
06/17/11	5,600	10,392	19	7	-11	1.7	6,309	9,803	3,494	492.2	37	41
06/21/11	22,103	10,576	10	18	8	2.3	3,452	6,833	3,381	392.6	138	45
06/24/11	3,207	5,600	3	9	6	1.5	1,805	3,294	1,489	271.2	31	24
06/28/11	326	2,035	1	6	5	1.0	1,599	2,170	571	103.8	7	7
07/01/11	1,249	1,352	0	2	2	0.2	114	1,813	1,699	36.8	23	4
07/05/11	403	1,499	1	6	5	1.1	250	2,352	2,102	169.2	8	8
07/05/11	670	3,619	0	0	0	0.0	120	3,556	3,436	79.1	11	4
07/08/11	3,003	3,506	3	9	6	2.4	2,405	5,252	2,847	737.2	20	18
07/12/11	746	2,178	5	0	-5	0.0	383	4,696	4,313	700.9	9	10
07/15/11	1,283	1,832	0	4	4	2.2	1,677	1,856	180	336.6	11	13
07/15/11	4,674	12,428	8	8	-1	1.0	2,436	6,147	3,710	209.0	56	36
07/19/11	382	77	0	0	0	0.0	883	329	-555	295.1	5	2
07/22/11	4,420	5,352	17	2	-15	1.0	751	2,190	1,438	247.8	32	29
07/22/11	5,519	13,104	10	2	-8	0.2	1,140	1,522	382	45.7	57	13
07/26/11	908	2,211	16	3	-13	0.6	158	397	239	21.5	12	9
07/26/11	720	5,150	19	0	-19	0.0	2,229	1,894	-335	182.9	7	6
07/29/11	420	1,176	11	14	3	3.3	327	288	-39	26.9	6	6
07/29/11	4,220	9,747	4	9	5	0.6	1,094	10,787	9,693	270.7	47	9
08/02/11	24	22	0	1	0		53	10	-44		1	1
08/02/11	30	152	1	1	0		17	6	-11		1	2
08/05/11	666	3,517	4	0	-4	0.0	630	2,624	1,994	312.0	8	6
08/09/11	2,889	4,420	7	14	7	2.4	1,980	7,465	5,485	934.5	32	28
08/12/11	3,276	6,977	53	7	-46	1.8	2,927	3,250	324	268.6	31	35
08/12/11	886	5,597	10	13	3	0.7	188	8,240	8,052	317.1	19	9
08/16/11	2,572	3,996	28	1	-28	0.2	1,026	2,021	995	61.7	48	16
08/19/11	5,220	4,419	56	22	-34	2.6	1,403	3,168	1,765	200.0	65	34
08/23/11	277	536	4	6	2	1.0	23	353	330	37.8	7	6
08/26/11	1,614	4,089	36	53	17	4.4	2,394	2,224	-170	119.3	28	19
08/30/11	1,985	3,235	49	10	-39	1.1	1,116	4,976	3,860	489.5	25	13
09/02/11	653	2,933	33	80	47	3.6	188	7,018	6,830	133.1	15	5
09/06/11	197	150	5	0	-5	0.0	87	590	502	44.4	2	1
09/09/11	86	294	27	1	-26		152	1,040	889		1	2
09/13/11	56	69	19	2	-18	1.5	34	89	55	2.9	2	2
09/16/11	1,861	1,679	234	231	-3	29.0	1,241	1,683	442	179.7	25	18
09/16/11	399	1,327	41	80	39	3.2	138	239	101	10.9	7	2
09/20/11	241	719	114	165	52	6.9	151	709	557	69.2	5	5
09/20/11	689	229	2	1	-1	0.6	979	485	-494	125.9	15	4
09/27/11	830	1,263	2	50	48	1.8	37	5,306	5,269	252.3	24	6
09/30/11	94	1,325	63	56	-7	3.2	214	1,815	1,601	24.4	4	4
09/30/11	582	775	8	5	-3	0.7	24	1,157	1,133	115.4	10	3
10/04/11	196	2,509	30	141	111	5.3	793	1,949	1,156	30.6	4	4
10/07/11	174	1,521	43	96	53	5.5	253	1,029	776	18.4	3	3
10/11/11	23	346	4	0	-4		38	90	52		1	1
10/11/11	860	1,929	49	4	-45	0.6	77	2,475	2,398	129.7	11	5
10/14/11	60	397	3	0	-3		17	173	156		1	1
10/21/11	43	588	24	14	-10	0.7	3,628	1,235	-2,393	24.7	2	2
	86,338	146,846	1,078	1,154	76		46,939	126,596	79,657			

## Appendix 2: Dirty 20 list appearances

Number of times each vessel was on a 2011 chum weekly dirty 20 list

Vessel	N times on list	Vessel	N times on list	Vessel	N times on list
AJ	0	Golden Alaska	0	PACIFIC CHALLENGER - MS	4
Alaska Ocean	3	GOLDEN DAWN	5	PACIFIC EXPLORER	3
ALASKA ROSE	3	GOLDEN PISCES	1	PACIFIC FURY	6
ALASKAN COMMAND	8	GREAT PACIFIC	4	Pacific Glacier	0
ALDEBARAN	3	GUN-MAR	5	PACIFIC KNIGHT	0
ALEUTIAN CHALLENGER	1	HALF MOON BAY	0	PACIFIC MONARCH	0
ALSEA	5	HAZEL LORRAINE	0	PACIFIC PRINCE	5
ALYESKA	0	HICKORY WIND	1	PACIFIC RAM	0
AMERICAN BEAUTY - INSHORE	2	Highland Light	0	PACIFIC VIKING	6
AMERICAN BEAUTY - MS	1	INTREPID EXPLORER	0	PAPADO II	0
AMERICAN CHALLENGER	0	Island Enterprise	4	PEGASUS	3
American Challenger	0	Katie Ann	0	PEGGY JO	0
American Dynasty	3	Kodiak Enterprise	4	PERSEVERANCE	0
AMERICAN EAGLE	4	LESLIE LEE	1	POSEIDON	2
American Enterprise	0	LISA MELINDA	0	PREDATOR	1
American Triumph	1	MAJESTY	0	PROGRESS	4
ANITA J	3	MARCY J	1	PROVIDIAN	0
ARCTIC EXPLORER	9	MARGARET LYN	0	RAVEN	0
Arctic Fjord	1	MAR-GUN	0	ROYAL AMERICAN	4
Arctic Storm	0	MARK I	7	ROYAL ATLANTIC	2
ARCTIC WIND	6	MESSIAH	0	SEA STORM	0
ARCTURUS	7	MISS BERDIE	0	Sea Storm	0
ARGOSY	4	MISTY DAWN	3	SEA WOLF	1
AURIGA	3	MORNING STAR	6	SEADAWN	6
AURORA	4	MS AMY	0	Seattle Enterprise	2
BERING ROSE	6	MUIR MILACH	0	SEEKER	2
BLUE FOX	4	Muir Milach	0	SOVEREIGNTY	6
BRISTOL EXPLORER	5	NEAHKAHNE	0	Starbound	3
CAITLIN ANN	5	Neahkahnie	0	STARFISH	6
CALIFORNIA HORIZON	3	NORDIC EXPLORER	0	STARLITE	3
CAPE KIWANDA	2	NORDIC FURY - INSHORE	1	STARWARD	4
CHELSEA K	7	NORDIC FURY - MS	5	STORM PETREL	1
COLLIER BROTHERS	6	NORDIC STAR	6	SUNSET BAY	0
COLUMBIA	3	Northern Eagle	2	TOPAZ	0
COMMODORE	2	Northern Glacier	0	TRACY ANNE	0
DEFENDER	5	Northern Hawk	2	Tracy Anne	0
DESTINATION	3	Northern Jaeger	3	TRAVELER - INSHORE	0
DOMINATOR	3	NORTHERN PATRIOT	9	TRAVELER - MS	3
DONA MARTITA	0	NORTHWEST EXPLORER	0	US Enterprise	0
ELIZABETH F	1	OCEAN EXPLORER	2	VANGUARD - INSHORE	0
Endurance	0	OCEAN HARVESTER	0	VANGUARD - MS	2
EXCALIBUR II	2	Ocean Harvester	0	VESTERAALLEN	7
Excellence	0	OCEAN HOPE 3	0	VIKING	8
EXODUS	0	OCEAN LEADER - INSHORE	1	VIKING EXPLORER	6
FIERCE ALLEGIANCE	3	OCEAN LEADER - MS	5	WALTER N	2
FORUM STAR	0	Ocean Phoenix	0	WESTERN DAWN - INSHORE	1
Forum Star	0	Ocean Rover	2	WESTERN DAWN - MS	1
GLADIATOR	2	OCEANIC	5	WESTWARD I	3
GOLD RUSH	1	PACIFIC CHALLENGER - INSHORE	0		

## **Appendix V**

### **GOA Exempt Vessel Pollock 2008, 2009, & 2010**



**Table 2.1b(2010)**

Source: Annual Coop Reports and conversations with coop managers.

<b>2010 GOA Exempt Vessel Bering Sea Pollock Fishing</b>					
<b>GOA EXEMPT VESSEL</b>	<b>COOP</b>	<b>Pollock Allocation</b>	<b>Pollock Harvest</b>	<b>Uncaught Pollock</b>	<b>GOA Exempt Vessel Harvest Status</b>
CAPE KIWANDA	AKUTAN	811	814	0	N/A
EXCALIBUR II	AKUTAN	1913	1895	17	Did Not Transfer
HAZEL LORRAINE	AKUTAN	1373	1530	0	N/A
LISA MELINDA	AKUTAN	758	346	412	Did Not Transfer
MARCY J	AKUTAN	636	568	68	Did Not Transfer
PACIFIC RAM	AKUTAN	719	269	450	Did Not Transfer
PEGGY JO	AKUTAN	1174	843	330	Did Not Exceed GOA History
COLLIER BRS.	N. VICTOR	432	402	30	Did Not Transfer
GOLD RUSH	N. VICTOR	1498	1688	0	N/A
OCEAN HOPE 3	N. VICTOR	1465	0	1465	Did Not Fish GOA
ELIZABETH F	PETER PAN	1351	1129	222	Did Not Transfer
MORNING STAR	PETER PAN	1931	0.4	1931	Did Not Fish GOA
TOPAZ	PETER PAN	290	0	290	Did Not Transfer
WALTER N	PETER PAN	1412	1404	8	Did Not Transfer
HICKORY WIND	WESTWARD	1018	1009	9	Okay for Sweep Up Fishing
LESLIE LEE	Open Access in 2010				

**Table 2.1b(2009)**

Source: Annual Coop Reports and conversations with coop managers.

<b>2009 GOA Exempt Vessel Bering Sea Pollock Fishing</b>					
<b>GOA EXEMPT VESSEL</b>	<b>COOP</b>	<b>Pollock Allocation</b>	<b>Pollock Harvest</b>	<b>Uncaught Pollock</b>	<b>GOA Exempt Vessel Harvest Status</b>
CAPE KIWANDA	AKUTAN	808	627	181	Did Not Transfer
EXCALIBUR II	AKUTAN	1,906	2,148	0	N/A
HAZEL LORRAINE	AKUTAN	1,368	1,200	168	Did Not Transfer
LESLIE LEE	AKUTAN	1,906	2,019	0	N/A
LISA MELINDA	AKUTAN	755	756	0	N/A
MARCY J	AKUTAN	633	950	0	N/A
PACIFIC RAM	AKUTAN	716	705	11	Did Not Transfer
PEGGY JO	AKUTAN	1,169	534	635	Did Not Exceed GOA History
COLLIER BRS.	N. VICTOR	434	0	434	Did Not Transfer
GOLD RUSH	N. VICTOR	1,501	1,583	0	N/A
ELIZABETH F	PETER PAN	1,352	1,088	264	Did Not Transfer
MORNING STAR	PETER PAN	1,934	0	1,934	Did Not Fish GOA
TOPAZ	PETER PAN	291	0	291	Did Not Transfer
WALTER N	PETER PAN	1,414	1,414	0	N/A
HICKORY WIND	WESTWARD	1,010	1,006	4	Did Not Transfer
OCEAN HOPE 3	WESTWARD	1,712	1,243	468	Did Not Transfer

**Table 2.1b(2008)**

Source: Annual Coop Reports and conversations with coop managers.

<b>2008 GOA Exempt Vessel Bering Sea Pollock Fishing</b>					
<b>GOA EXEMPT VESSEL</b>	<b>COOP</b>	<b>Pollock Allocation</b>	<b>Pollock Harvest</b>	<b>Uncaught Pollock</b>	<b>GOA Exempt Vessel Harvest Status</b>
CAPE KIWANDA	AKUTAN	997	888	109	Did Not Transfer
HAZEL LORRAINE	AKUTAN	1688	973	715	Did Not Transfer
LESLIE LEE	AKUTAN	2353	2802	0	N/A
LISA MELINDA	AKUTAN	932	890	42	Did Not Transfer
MARCY J	AKUTAN	782	816	0	N/A
PACIFIC RAM	AKUTAN	884	399	485	Did Not Transfer
PEGGY JO	AKUTAN	1443	54	1389	Did Not Exceed GOA History
COLLIER BRS.	N. VICTOR	533	0	533	Did Not Transfer
EXCALIBUR II	N. VICTOR	2352	2367	0	N/A
GOLD RUSH	N. VICTOR	1847	1800	47	Okay for Sweep Up Fishing
ELIZABETH F	PETER PAN	1660	1132	528	Did Not Transfer
MORNING STAR	PETER PAN	2373	0	1587	Did Not Fish GOA
TOPAZ	PETER PAN	357	0	357	Did Not Transfer
WALTER N	PETER PAN	1735	1565	170	Did Not Transfer
HICKORY WIND	WESTWARD	1246	1243	3	Did Not Transfer
OCEAN HOPE 3	WESTWARD	2111	1329	782	Did Not Transfer

## **Appendix VI**

Coop Sideboard Caps, Transfers, and Harvest in

Directed Sideboard Fisheries

Prosecuted in 2011

**Table 1. 2011 BSAI PACIFIC COD - Directed Catch**

Sideboard cap minus bycatch requirements: 36,729

Coop	Coop Sideboard Percentage	Coop Allocation	Sideboard Cap Transfers	Final Sideboard Allocation (mt)	Directed Catch	Remaining Sideboard Allocation
Akutan Catcher Vessel Assoc.	29.76%	10,931	-660	10,271	1,383	8,888
High Seas Catchers Cooperative	10.57%	3,882	1,670	5,552	4,176	1,376
Mothership Fleet Cooperative	14.99%	5,506	-154	5,351	1,086	4,265
Northern Victor Cooperative	15.18%	5,575	44	5,620	5,347	273
Peter Pan Fleet Cooperative	1.55%	569		569	0	569
Unalaska Fleet Cooperative	8.08%	2,968	-900	2,068	0	2,068
UniSea Fleet Cooperative	11.95%	4,389		4,389	1,645	2,744
Westward Fleet Cooperative	7.93%	2,913		2,913	860	2,053
Intercoop Totals	100%	36,733	0	36,733	0	22,236

**Table 2. AREA 610 POLLOCK**

AFA CV Sideboard Cap (metric tons): 16,346

Coop	Coop Sideboard Percentage	Sideboard Allocation (mt)	Sideboard Cap Transfers	Final Sideboard Allocation (mt)	Directed Catch	Remaining Sideboard Allocation
Akutan Catcher Vessel Assoc.	36.50%	5,966		5966		5,966
High Seas Catchers Cooperative	0.31%	51		51		51
Mothership Fleet Cooperative	0.91%	149		149		149
Northern Victor Cooperative	6.90%	1,128	347	1475	1471	4
Peter Pan Fleet Cooperative	0.76%	124		124		124
Unalaska Fleet Cooperative	16.60%	2,713	-347	2366		2,366
UniSea Fleet Cooperative	16.60%	2,713		2713		2,713
Westward Fleet Cooperative	21.40%	3,498		3498		3,498
Intercoop Totals	100%	16,343	0.00	16,343	1,471	14,872

**Table 3. AREA 620 POLLOCK**

AFA CV Sideboard Cap (metric tons): 4,361

Coop	Coop Sideboard Percentage	Sideboard Allocation (mt)	Sideboard Cap Transfers	Final Sideboard Allocation (mt)	Directed Catch	Remaining Sideboard Allocation
Akutan Catcher Vessel Assoc.	60.52%	2,639	-127	2512	647	1,865
High Seas Catchers Cooperative	1.80%	78	-78	0		0
Mothership Fleet Cooperative	0.21%	9		9		9
Northern Victor Cooperative	18.39%	802	-25	777		777
Peter Pan Fleet Cooperative	0.03%	1		1		1
Unalaska Fleet Cooperative	10.55%	460	598	1058	1054	4
UniSea Fleet Cooperative	0.00%	0		0		0
Westward Fleet Cooperative	8.49%	370	-368	2		2
Intercoop Totals	100%	4,361	0.00	4,361	1,701	2,660

**Table 4. AREA 630 POLLOCK**

AFA CV Sideboard Cap (metric tons): 4,104

Coop	Coop Sideboard Percentage	Sideboard Allocation (mt)	Sideboard Cap Transfers	Final Sideboard Allocation (mt)	Directed Catch	Remaining Sideboard Allocation
Akutan Catcher Vessel Assoc.	52.67%	2,162		2,162		2,162
High Seas Catchers Cooperative	3.99%	164		164		164
Mothership Fleet Cooperative	8.54%	350		350		350
Northern Victor Cooperative	11.46%	470	-272	198		198
Peter Pan Fleet Cooperative	6.18%	254		254		254
Unalaska Fleet Cooperative	12.31%	505	340	845	824	21
UniSea Fleet Cooperative	1.41%	58		58		58
Westward Fleet Cooperative	3.43%	141	-68	73		73
Intercoop Totals	100%	4,104	0	4,104	824	3,280

**Table 5. AREA 640 POLLOCK**

Annual AFA CV Sideboard Cap (metric tons): 817

Coop	Coop Sideboard Percentage	Initial Sideboard Allocation (mt)	Sideboard Cap Transfers	Final Sideboard Allocation (mt)	Directed Catch	Remaining Sideboard Allocation
Akutan Catcher Vessel Assoc.	7.18%	59		59	0	59
High Seas Catchers Cooperative	0.07%	1		1	0	1
Mothership Fleet Cooperative	0.00%	0		0	0	0
Northern Victor Cooperative	12.76%	104		104	0	104
Peter Pan Fleet Cooperative	0.00%	0		0	0	0
Unalaska Fleet Cooperative	0.00%	0	443	443	129	314
UniSea Fleet Cooperative	54.23%	443	-443	0	0	0
Westward Fleet Cooperative	25.76%	210		210	0	210
<b>Intercoop Totals</b>	<b>100%</b>	<b>817</b>	<b>0</b>	<b>817</b>	<b>129</b>	<b>688</b>

**Table 6. WESTERN GULF COD**

Annual CV Sideboard Cap (metric tons): 2,799

Coop	Coop Sideboard Percentage	Sideboard Allocation (mt)	Sideboard Cap Transfers	Final Sideboard Allocation (mt)	Directed Catch	Remaining Sideboard Allocation
Akutan CV Assoc.	41.92%	1,173		1,173		1,173
HSCC	9.92%	278		278		278
Mothership Coop	5.35%	150	-90	60		60
N. Victor Coop	11.09%	310		310		310
Peter Pan Fleet Coop	7.57%	212	361	573	480	93
Unalaska Fleet Coop	8.16%	228	-138	90		90
UniSea Fleet Coop	8.08%	226		226		226
Westward Fleet Coop	7.93%	222	-133	89		89
<b>Intercoop Totals</b>	<b>100.02%</b>	<b>2,800</b>	<b>0</b>	<b>2,800</b>	<b>480</b>	<b>2,320</b>

**Table 7. CENTRAL GULF COD**

Sideboard Cap (metric tons): 2,603

Coop	Coop Sideboard Percentage	Sideboard Allocation (mt)	Sideboard Cap Transfers	Final Sideboard Allocation (mt)	Directed Catch	Remaining Sideboard Allocation
Akutan Catcher Vessel Assoc.	50.23%	1,307		1,307	195	1,112
High Seas Catchers Cooperative	7.00%	182		182		182
Mothership Fleet Cooperative	10.01%	261		261		261
Northern Victor Cooperative	5.29%	138		138		138
Peter Pan Fleet Cooperative	8.09%	211		211		211
Unalaska Fleet Cooperative	10.79%	281		281	69	212
UniSea Fleet Cooperative	0.00%	0		0		0
Westward Fleet Cooperative	8.59%	224		224		224
Intercoop Totals	100%	2,603	0	2,603	264	2,339

**Table 8. CENTRAL GULF ARROWTOOTH**

AFA CV Sideboard Cap (metric tons): 840

Coop	Coop Sideboard Percentage	Initial Sideboard Allocation (mt)	Sideboard Cap Transfers	Final Sideboard Allocation (mt)	Directed Catch	Remaining Sideboard Allocation
Akutan Catcher Vessel Assoc.	12.56%	106		106		106
High Seas Catchers Cooperative	2.06%	17		17		17
Mothership Fleet Cooperative	0.03%	0		0		0
Northern Victor Cooperative	0.00%	0		0		0
Peter Pan Fleet Cooperative	5.46%	46		46		46
Unalaska Fleet Cooperative	74.49%	626		626	619	7
UniSea Fleet Cooperative	0.00%	0		0		0
Westward Fleet Cooperative	5.40%	45		45		45
Intercoop Totals	100%	840	0	840	619	221



**Table 9. CENTRAL GULF REX  
SOLE**

AFA CV Sideboard Cap (metric tons): 242

Coop	Coop Sideboard Percentage	Initial Sideboard Allocation (mt)	Sideboard Cap Transfers	Final Sideboard Allocation (mt)	Directed Catch	Remaining Sideboard Allocation
Akutan Catcher Vessel Assoc.	12.56%	30		30		30
High Seas Catchers Cooperative	2.06%	5		5		5
Mothership Fleet Cooperative	0.03%	0		0		0
Northern Victor Cooperative	0.00%	0		0		0
Peter Pan Fleet Cooperative	5.46%	13		13		13
Unalaska Fleet Cooperative	74.49%	180		180	44	136
UniSea Fleet Cooperative	0.00%	0		0		0
Westward Fleet Cooperative	5.40%	13		13		13
Intercoop Totals	100%	242	0	242	44	198