

1 SECTOR OPERATIONS PLAN AND AGREEMENT

2 This NORTHEAST FISHERY SECTOR OPERATIONS PLAN AND AGREEMENT (this "Agreement") is entered
3 into as of **February 18, 2015** (the "Effective Date"), by and among III Northeast Fishery Sector, Inc.
4 ("NEFS III") and each of the Sector members identified on the attached **Exhibit C**.

5 **Recitals**

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

12 B. The parties to this Agreement wish to form a self-selecting voluntary sector under Amendment 16
13 and to do so are voluntarily entering into this Agreement for **Fishing Year 2015 (May 1, 2015-April**
14 **30, 2016) and Fishing Year 2016 (May 1, 2016-April 30, 2017)**.

15 **Agreement**

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

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

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

1 Section 12 below, and the disciplinary expulsion provisions of Section 13 below, Sector membership
2 shall expire at the conclusion of each fishing year, unless renewed by the Board in accordance with the
3 Sector’s Bylaws and this Agreement. The Sector’s members (the “Members”), such Members’ “Limited
4 Access Multispecies Permit” (LA MS) as identified by its “Moratorium Rights Identifier” (MRI), and the
5 vessels that will harvest the Sector’s Amendment 16 allocations are identified on the attached **Exhibit C**,
6 which may be amended from time to time in accordance with this Agreement and the Sector’s Bylaws.

7 2.1. Rule of Three Requirement: Amendment 16 to the NE multispecies FMP
8 defines a sector as a group of three or more persons, none of whom have an ownership interest in the
9 other two persons in the sector. This criterion has been fulfilled for FY 2015 with permit # 220221 under
10 the distinct ownership of Flying Finns Inc., permit # 149318 under the distinct ownership of Heidi &
11 Heather Fisheries Inc., and permit # 144413 under the distinct ownership of Santapaola Fisheries.
12 Documentation of fulfillment of this criterion for FY 2016 will be located in **Exhibit I** of this Agreement
13 and will be furnished by the Sector in accordance with NMFS guidance and schedule pertaining to bi-
14 annual operation plan submission.

15 3. Member and Vessel Permits. The attached **Exhibit D** is provided in accordance with
16 the requirements of Amendment 16 that all state and federal permits held by Members or assigned to
17 Members’ vessels be disclosed in each sector’s annual operations plan. Documentation of fulfillment of
18 this criterion for FY 2016 will be located in **Exhibit I** of this Agreement and will be furnished by the
19 Sector in accordance with NMFS guidance and schedule pertaining to bi-annual operation plan
20 submission.

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

27 5. Distribution of Sector ACE. Each Member acknowledges that the Sector’s ACE is
28 composed of allocations for each species of Northeast multispecies groundfish allocated by Amendment
29 16 (each such species being an “Allocated Species”), and any subsequent Framework or Amendment.
30 Subject to the terms and conditions of this Agreement, each Member shall be entitled to harvest or

1 transfer an amount of the Sector’s ACE, as adjusted by the Sector for retainages including but not
2 limited to the Reserve, for each Allocated Species proportionate to the amount of ACE for such species
3 that the Sector receives as a result of such Member’s membership in the Sector. The amount of Sector
4 ACE a Member may harvest or transfer, as adjusted by transfers and Sector retainages including but not
5 limited to the Reserve, made in accordance with this Agreement, is referred to hereafter as a Member’s
6 “Harvest Share.” Each Member may harvest or transfer its Harvest Share only under the terms and
7 conditions of this Agreement and in compliance with the restrictions imposed by the Manager (as
8 defined below), the Enforcement Committee (as defined below) and the Board in accordance with this
9 Agreement. Any other attempted harvest or transfer of a Member’s Harvest Share shall be a breach of
10 this Agreement.

11 6. Sector Manager and Registered Agent. The Board shall from time to time appoint a
12 person to act as the Sector’s authorized agent in all NMFS and New England Fishery Management
13 Council matters (the “Manager”), and a person to serve as the registered agent for receiving service of
14 process on behalf of the Sector (the “Registered Agent”). The procedures for appointing the Manager
15 and the Registered Agent shall be as provided in the Sector’s Bylaws, as the same may be amended from
16 time to time. The Manager and the Registered Agent may be the same person. The Manager shall be
17 responsible for preparing and filing all reports required of the Sector under Amendment 16 and the
18 related implementing regulations. Richard Burgess will serve as the registered agent for receiving service
19 of process on behalf of the Sector. The Sector will notify NMFS prior to May 1, 2015 who will be acting
20 as their Manager for FY 2015. Documentation of fulfillment of this criterion for FY 2016 will be located
21 in Exhibit I of this Agreement and will be furnished by the Sector in accordance with NMFS guidance and
22 schedule pertaining to bi-annual operation plan submission.

23 6.1. Communication with Sector. The Manager is the primary point of contact
24 for all communications on behalf of the Sector and all communications regarding NEFS III should be
25 directed accordingly. In addition to the Sector Manager, Elizabeth Etrie or the acting program director
26 of Northeast Sector Service Network is authorized to act on behalf of the Sector. At the time in which
27 this Agreement is entered into, the Board of Directors are as follows:

- 28 President: Richard Burgess
29 Vice President: William Muniz
30 Treasurer: Ed Smith
31 Clerk: Scott Swicker

1 Directors: Jim Santapaola, John Montgomery, William Brown,

2 In the event that the Board of Directors is modified, the Sector will notify NMFS of such modifications.
3 Additionally, a list of current Board members can also be located at the following link.

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

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

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

24 7.2. Harvest Share Use. Only Members that notify the Manager in writing on or
25 before April, 30, 2015, (the "Notification Date"), and on or before any succeeding Notification Dates
26 established by the Board for FY 2015 and FY 2016 thereafter of their intention to harvest Sector ACE
27 ("**Active Members**") may harvest Sector ACE. Each Member's notice that such Member intends to
28 harvest Sector ACE shall identify the vessels which will be used for such harvest. **Non-Active Members**
29 shall not harvest Sector ACE, including without limitation, their own Harvest Share. No **Active Member**
30 shall harvest an amount of Sector ACE in excess of their Harvest Share. Harvest of each **Active**

1 **Member's** Harvest Share shall be subject to all NMFS and other management regulations generally
2 applicable to the Sector's ACE (including but not limited to seasonal apportionments and area harvest
3 restrictions) on a discreet, individual basis; i.e., no greater percentage of each Member's Harvest Share
4 may be harvested in any season or area than the percentage of the related Sector ACE allocation
5 permitted to be harvested in such season or area. The Manager may impose and enforce additional
6 restrictions on each **Active Member's** harvest of Sector ACE authorized by this Agreement or adopted by
7 the Board.

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

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

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

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

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

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

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

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

28 7.5. Re-direction of Effort. During FY 2013, NEFS III vessels switched fishing
29 efforts into the following fisheries:

- 30 • Fishery: Tuna (Gear: Hand Gear)

- 1 • Fishery: Lobster (Gear: Trap)
- 2 • Fishery: Dogfish (Gear: Gillnet)
- 3 • Fishery: Skate (Gear: Gillnet)

4
5 During the first quarter of FY 2014, NEFS III vessels switched effort into the following fisheries:

- 6
- 7 • Fishery: Tuna (Gear: Hand Gear)
- 8 • Fishery: Lobster (Gear: Trap)
- 9 • Fishery: Skate (Gear: Gillnet)

10
11 During FY 2015 & FY 2016, NEFS III anticipates a similar redirection of effort to the fisheries listed above,

12 7.6. Sector Vessel Interactions with Allocated Species in Non-Amendment 16
13 Fisheries. NMFS will account for Member harvests of Allocated Species as harvests of the Sector’s ACE,
14 regardless of whether such harvests are made during directed groundfish fishing trips or during other
15 fishing trips, unless the Allocated Species harvest is managed under another management plan or as a
16 sub-component annual catch limit (“ACL”) of Amendment 16 Allocated Species. Each **Active Member**
17 shall report every fishing trip by such Member to the Manager prior to sailing, for determination
18 whether the related Allocated Species harvest must be accounted for to NMFS as harvest of the Sector’s
19 ACE.

20 7.7. Consolidation and Redistribution of ACE: Scientific recommendations and
21 new Magnuson requirements will influence the level of consolidation that will take place in the
22 groundfish fishery. The Sector members intend to utilize sector management to mitigate excessive
23 consolidation that may occur in the effort controlled system where overall management measures are
24 based upon the weakest stocks. In FY 2014, 35% of the permits enrolled in the NEFS III for FYs 2015 and
25 2016 are attached to vessels actively fishing for NE multispecies. For FYs 2015 and 16, NEFS III has 71
26 permits currently enrolled. Of those permits 31 are anticipated to actively fish for NE multispecies in FYs
27 2015 and 2016. While these numbers may change, NEFS III expects that, compared to FY 2014, there
28 would be a net consolidation beyond what previously occurred among the NEFS III as the share of ACE
29 contributed by member permits is fished by fewer active vessels than in FY 2014. It can be anticipated
30 that fewer active fishing vessels would result in job losses for fishing crews and the associated negative
31 impacts could spread to fishing communities and industries reliant on commercial fishing. While fishers
32 who remain in the fishery may experience a positive benefit, there would be fewer active fishers in the
33 NE multispecies fishery.

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

16 All confidential Sector data may be released to the Sector Manager, and/or designated sector
17 employee(s), the Program Director of the Northeast Sector Service Network, and the FishTrax
18 Programmer. This statement applies to all confidential data for a two-year time period encompassing
19 FYs 2015 and 2016.

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

1 10. Breach and Remedies for Breach. The benefits associated with Sector membership
2 will only accrue to the Members if each of them strictly complies with this Agreement. Each Member
3 will make significant operational and financial commitments based on this Agreement, and any
4 Member’s failure to fulfill any of its obligations under this Agreement could have significant adverse
5 consequences for some or all other Members. Any failure by a Member to fulfill any of its obligations
6 under this Agreement shall constitute a breach of this Agreement. Each Member shall be bound by the
7 procedures set forth in this Section for determining whether a Member has breached this Agreement.
8 The Sector shall be entitled to the remedies set forth in this Section if a Member is determined by the
9 Sector to have breached this Agreement. Each Member shall take all actions and execute all documents
10 the Manager deems necessary or convenient to give effect to the provisions of this Section.

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

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

29 10.3. Liquidated Damages Base Value and Multiplier Adoption. Not less than
30 sixty (60) days prior to each annual Season Opening Date, the Manager shall establish the market value
31 of an unprocessed pound of each Allocated Species (each such value being a “Base Value”), and transmit

1 such Base Values to the Enforcement Committee. In establishing such Base Values, the Manager may
2 take into account both the direct costs and the opportunity costs associated with an over-harvest of the
3 relevant species. Not less than thirty (30) days prior to each annual Season Opening Date, the
4 Enforcement Committee, in consultation with the Manager, shall adopt Base Values and Base Value
5 multipliers, and the liquidated damages amounts for breaches of this Agreement other than over-
6 harvest of a Member's Harvest Share, which shall be based on the Enforcement Committee's estimate
7 of the losses that the Sector and its Members could be expected to suffer as a result of such breaches.
8 Because the damages suffered by one or more other Sector Members as the result of a Member
9 harvesting an amount of Sector ACE in excess of its Harvest Share are likely to substantially exceed the
10 market value of the excess harvest, the Base Value multipliers shall not be less than three (3). Upon the
11 Enforcement Committee's adoption of Base Values and Base Value multipliers, such Base Values and
12 Base Value multipliers will be the basis for calculation of damages for unreconciled Harvest Share
13 overages.

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

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

28 10.6. Liquidated Damages Security. The Board may require that a Member that
29 has two (2) or more NMFS fishing regulation violations, or which has breached this Agreement or
30 another sector's operations plan on two (2) or more occasions, post a bond or obtain a letter of credit
31 securing such Member's payment and performance obligations under this Agreement in such amounts

1 as the Board deems appropriate, or may require such Member to personally guaranty, and/or have
2 other Members or third parties personally guaranty, such Member's payment and performance
3 obligations under this Agreement.

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

21 10.8. Member Appeals. A Member receiving notice of an alleged breach and
22 proposed liquidated damages shall have five (5) days from the date that the Member receives the notice
23 to request an appeal hearing before the Enforcement Committee. If a Member fails to request a hearing
24 within such 5-day appeal period, the Member's right of appeal shall expire, the Member shall be
25 deemed to have breached this Agreement in accordance with the Manager's determination, and the
26 Member shall be obligated to pay the related liquidated damages. If a Member timely requests an
27 appeal hearing, the Manager shall consult with the Enforcement Committee and schedule an
28 Enforcement Committee meeting for that purpose. The Enforcement Committee shall make reasonable
29 efforts to schedule the meeting at a time and place such that the Member requesting the appeal is able
30 to attend, and shall provide the Member with at least thirty (30) days advance written notice of the time
31 and place of the meeting. At such meeting, the Enforcement Committee shall provide the Manager with

1 an opportunity to present evidence of the apparent breach, and shall provide the Member in apparent
2 breach with a reasonable opportunity to rebut such evidence. Per Section 9, above, the catch and
3 delivery data produced by the Manager shall be presumed accurate, and, absent manifest error, each
4 Member's obligations under this Agreement and all related documents may be enforced to their fullest
5 extent on the basis of such data. If the Enforcement Committee determines that a Member breached
6 this Agreement, the Sector shall have the right to collect from such Member the liquidated damages
7 amount provided for such breach under this Agreement.

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

21 10.10. Liquidated Damages Collection and Related Expenses. If a Member fails to
22 resolve a breach of this Agreement through voluntary compliance measures approved by the
23 Enforcement Committee and performed by such Member on a timely basis, the Member in breach shall
24 pay the liquidated damages amount assessed by the Sector within ten (10) days of the end of the
25 voluntary compliance period described in Section 10.9, above. Liquidated damages amounts not paid
26 when due shall accrue interest at a rate of interest equal to the prime rate of interest announced by
27 Bank of America, or such other bank as the Board may select from time to time, as of the last day of the
28 voluntary compliance period plus twelve percent (12%). If a Member fails to pay the liquidated
29 damages amount assessed by the Enforcement Committee with interest within thirty (30) days of the
30 end of the voluntary compliance period described in Section 10.9, above, the Sector may pursue legal
31 action to collect the liquidated damages. In addition, in connection with Member breaches resulting

1 from an over-harvest of a Member's Harvest Share, the Sector (acting through the Enforcement
2 Committee) may take possession of an amount of the Member in breach's Harvest Share for the
3 overharvested species for the year in which the contract breach occurred and, if necessary, in
4 subsequent years, in a total amount equal to three (3) times the amount of such over-harvest, provided
5 that the amount of a Member's liability to the Sector for over-harvest shall be reduced proportionately
6 to the extent that the Sector does so. In addition to liquidated damages, the Sector shall be entitled to
7 all fees, costs and expenses, including attorney's fees, actually incurred by the Sector in connection with
8 any action to collect liquidated damages from a Member in breach of this Agreement, whether or not
9 the Sector prevails in such action.

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

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

27 11. Joint Liability and Indemnification. Each Member acknowledges that the Sector's
28 Members may be held jointly liable for ACE overages, discarding of legal-sized fish and misreporting of
29 catch landings or discards. Further, each Member acknowledges that should a hard total allowable
30 catch ("TAC") allocated to the Sector be exceeded in a given fishing year, the Sector's allocation will be
31 reduced by the overage in the following fishing year, and the Sector, each vessel participating in the

1 Sector and each vessel operator and/or vessel owner participating in the Sector may be charged, as a
2 result of said overages, jointly and severally for civil penalties and permit sanctions pursuant to 15 C.F.R.
3 Part 904, and that if the Sector exceeds its TAC in more than one (1) fishing year, the Sector's ACE may
4 be permanently reduced or the Sector's authorization to operate may be withdrawn.

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

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

23 Subject to the provisions of this Section 12 regarding withdrawal prior to the Effective Date, above, a
24 Member that is eligible to terminate such Member's Sector membership may do so only by providing
25 written notice to that effect to all other Members on or before April 30, 2015 or such date as the Board
26 may from time to time establish for that purpose (the "Termination Date") each fishing year. A Member
27 that fails to provide such notice by the Termination Date shall be deemed to have automatically
28 renewed its Sector membership for the following year, and all other Members shall be entitled to act in
29 reliance on such renewal accordingly. If any Member provides a membership termination notice by the
30 Termination Date, each of the other Members shall have ten (10) days from the date they receive such

1 notice to terminate their membership as well, notwithstanding the Termination Date notice deadline.
2 Termination of membership in the Sector shall be effective as of the final day of the current fishing year.

3 If a Member is in breach of this Agreement or has outstanding Sector payment or performance
4 obligations as of the Termination Date, unless the Board takes action to terminate such Member's
5 membership, such Member's membership shall be deemed renewed for the following year,
6 notwithstanding any notice of withdrawal such Member may give, and the Sector shall have the
7 authority to file an application for a Sector allocation including such Member as a Member of the Sector.
8 Each Member hereby grants the Sector a power-of-attorney, coupled with an interest, for such
9 purposes, and authorizes each of the Sector's officers to take any and all actions and execute any and all
10 documents necessary or convenient to give effect to this provision.

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

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

1 14. Stop Fishing Order; Injunctive Relief. Sector members may be held jointly and
2 severally liable if (a) a Sector exceeds its ACE, (b) a Sector member discards legal-sized fish, or (c) a
3 Sector member misreports landings or discards. If a Sector exceeds its ACE in a given fishing year, the
4 Sector's allocation may be reduced by the overage in the following fishing year, and the Sector, each
5 vessel, and vessel operator and/or vessel owner participating in the Sector may be jointly and severally
6 liable for civil penalties and permit sanctions pursuant to 15 C.F.R. Part 904 in connection with such
7 overage. In addition, if a Sector exceeds its ACE in more than one (1) fishing year, NMFS may
8 permanently reduce the Sector's ACE or withdraw the Sector's authorization to operate.

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

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

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

1 14.2. If any vessel(s) harvesting a Members' Harvest Share does not immediately
2 comply with a Stop Fishing Order in accordance with its terms, the Sector may exercise remedies of self
3 help and take any and all other action as the Sector determines necessary to enforce the Stop Fishing
4 Order and this Agreement, including injunctive relief. In seeking injunctive relief, the Sector Manager's
5 burden of proof (if any) shall be satisfied by A. (production of a copy of the Stop Fishing Order) and B.
6 (evidence that the vessel continued to fish thereafter).

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

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

21 15.1. The Transferee shall be deemed a **Non-Active Member** of the Sector, with
22 no rights to harvest any Sector ACE, including but not limited to the ACE allocated to the Sector in
23 connection with the assets acquired under the Permit Offer. A Transferee wishing to acquire **Active**
24 **Member** status during the fishing year in which the permit transfer occurred must submit a written
25 request to the Board for consideration. The Board will have the authority to approve, conditionally
26 approve or deny such request.

27 16. Release and Waiver of All Claims against Sector Manager; Indemnification and Hold
28 Harmless. Each Member acknowledges that the effectiveness of this Agreement depends on the
29 Manager exercising reasonable independent business judgment in good faith in reviewing and approving
30 or disapproving Members' fishing plans, monitoring harvest of the Sector's ACE, and enforcing the terms

1 and conditions of this Agreement. Each Member hereby waives and releases any and all claims against
2 the Manager arising out of or relating to Manager's performance under this Agreement, other than
3 those arising solely from the gross negligence or willful misconduct by the Manager, as conclusively
4 determined by a court of final and competent jurisdiction. The Sector and the Members agree to jointly
5 and severally indemnify, defend and hold the Manager harmless from and against any third party claims,
6 damages, fines, penalties and liabilities of any kind whatsoever asserted against the Manager in
7 connection with the Manager's performance under this Agreement, other than those arising out of gross
8 negligence or willful misconduct by the Manager.

9 17. Sector Membership Fees. At least thirty (30) days prior to the Effective Date, and at
10 least thirty (30) days prior to each annual Termination Date thereafter, the Board shall notify the
11 Members in writing of the amount of Sector membership fees that the Board has adopted for the
12 upcoming year of Sector operations.

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

20 The party's written request for arbitration shall include the name of the arbitrator selected by the party
21 requesting arbitration. The respondent party shall have ten (10) days to provide written notice of the
22 name of the arbitrator it has selected, if any. If the other party timely selects a second arbitrator, the
23 two arbitrators will jointly select a third arbitrator within ten (10) days. If the other party does not
24 timely select the second arbitrator, there shall be only the one arbitrator. The single arbitrator or the
25 three (3) arbitrators so selected will schedule the arbitration hearing as soon as possible thereafter. Any
26 arbitrator must have no material ties to the Sector or any Member. The decision of the arbitrator (or in
27 the case of a three (3) arbitrator panel, the decision of the majority) will be final and binding. The
28 arbitration will be conducted under the rules of (but not by) the American Arbitration Association. The
29 parties will be entitled to limited discovery as determined by the arbitrator(s) in his, her or their sole
30 discretion. All costs of arbitration shall be borne by the party requesting the same. Each party shall bear
31 its own costs of preparation and presentation, unless, in the case of the Sector, the Board determines to

1 assess such costs to the applicable Member, which costs shall be immediately due and payable. In no
2 event will arbitration be available pursuant to this paragraph after the date when commencement of
3 such legal or equitable proceedings based on such claim, dispute, or other matter in question would be
4 barred by an applicable statute of limitations.

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

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

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

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

1 **EXHIBIT A: HARVESTING RULES FOR FY 2015 and FY 2016**

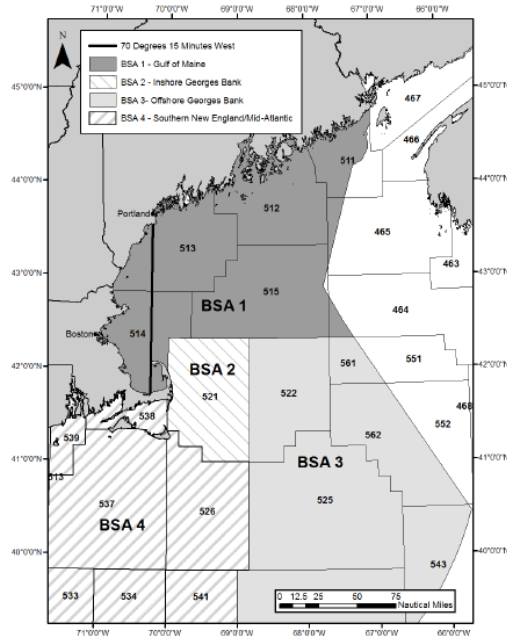
2 *The Members and the Participating Vessels of III Northeast Fishery Sector, Inc., agree to be legally bound*
3 *to follow the Harvesting Rules for the Fishing Year 2015 (May 1, 2015 to April 30, 2016) & Fishing Year*
4 *2016 (May 1, 2016 to April 30, 2017) as described herein, in accordance with all provisions of the Sectors*
5 *Operations Plans and Agreement (herein "Agreement"), notwithstanding those rules and regulations*
6 *applicable to the common pool Multispecies vessels. Members and the Participating Vessels of NEFS III*
7 *will fish primarily in the Gulf of Maine, though fishing may also occur to a lesser extent in Inshore*
8 *Georges Bank, Offshore Georges Bank, Southern New England/Mid Atlantic (SNE/MA).*

9 **1. ANNUAL CATCH ENTITLEMENT:** The members agree that they will not collectively harvest more
10 than the Sector ACE, as adjusted by transfers, for any allocated groundfish stocks. Furthermore, the
11 members agree that once an annual ACE is reached no member will fish commercially with any
12 fishing gear capable of catching any of the allocated groundfish stocks or other species managed
13 under plan within the applicable area(s): except in those situations where a member is participating
14 in an exempted fishery, or if a plan submitted by the Sector under §648.87(b)(2)(xiv) in this
15 document has been approved by NMFS. The Sector members may resume fishing activities if
16 additional ACE is secured through inter-sector ACE transfer. The Annual Catch Entitlement, allocated
17 by NMFS to NEFS III for FY 2015 & FY 2016 will be available in the Northeast Multispecies Fisheries
18 Sector Operations Plans and Contracts and Allocation of Northeast Multispecies Annual Catch
19 Entitlement Final Rule as published by NMFS.

20 **2. QUOTA MANAGEMENT:** Sector vessels, the dealers to which they are delivering fish and monitors
21 will use a PC based software for collecting data, reporting catch, landings and discards, and
22 reporting catch area information for logbook and stock attribution purposes. The Sector will utilize a
23 quota release program that sets forth overall sector quota (ACE) release targets by species and
24 individual member Harvest Share targets as they relate to the Sector targets. Interim and annual
25 targets will be considered in the development of the Sector's Fishing Plan. The Sector Manager will
26 monitor the trajectories to interim and annual targets for the Sectors ACE's as well as for the
27 individual members Harvest Shares. The Sector expects to utilize ACE Transfers to balance the
28 Sector's ACE during the fishing year to prevent exceeding Sector ACE and to assist Members Harvest
29 Share management.

30 **3. RESERVE:** For each stock held by the Sector, the quota release program will utilize an initial target
31 trajectory that is not to exceed 90% of the current quota held by the Sector as adjusted by ACE
32 transfers. The remaining 10% is the minimum aggregate total of the Reserve which will be set aside
33 prior to Harvest Share distribution to Members. The Sector, through their Board, may modify the
34 RESERVE holdback percentages for any or all stocks held by the Sector to prevent under or over
35 harvest of the Sector's ACE. Specifications in this section for FY 2016 will be documented in **Exhibit I**
36 in accordance with NMFS guidance and schedule pertaining to bi-annual operation plan
37 submissions.

- 1 **4. SLOWING CATCH:** The quota release program will incorporate a list of thresholds for both Sector
2 ACE and member Harvest Shares, for the purposes of alerting the Sector Manager and members.
3 Thresholds to “Slow Catch”, “Initiate Trading” and “Cease Fishing” will be incorporated into the
4 Sector quota monitoring system. Members Harvest Shares are net from the Reserve. Therefore,
5 Harvest Shares trajectories will be set to the Harvest Share. Once 90 % of any Sector ACE is
6 attained, slowing mechanisms such as tiered landing limits that apply differential counting of quota
7 or service fees to each tier in excess of agreed landing limits may be utilized. When such slowing
8 mechanisms are triggered or at any time during the fishing year, the Board may direct the Sector
9 Manager to seek additional ACE through an ACE transfer with other sectors.
- 10 **5. FULL RETENTION OF LEGAL SIZED FISH:** All legal sized fish of allocated stocks harvested during the
11 fishing operations must be retained and counted against the Sector’s ACE allocation, unless
12 otherwise exempted.
- 13 **6. DAYS AT SEA:** Each participating permit and participating vessel will be allocated Days-At-Sea (DAS)
14 by the Regional Administrator. Sector Member permits will not be subject to the DAS reduction in
15 Amendment 16 for common pool vessels. Members will be required to use a DAS, as specified in
16 controlling FMPs, when conducting fishing operations that are not exempted from DAS usage, for
17 example, when fishing under a monkfish DAS.
- 18
- 19 **7. STOCK AREA DECLARATION:** Prior to leaving port, sector vessels will declare one or more than one
20 of the four Broad Stock Areas (BSA) as identified in Amendment 16 and relating implementing
21 regulations.
- 22 **7.1 Inshore Gulf of Maine Declaration:** For the purpose of providing the Sector and its
23 Manager with a greater understanding of the fishing patterns conducted by their
24 members, the following reporting requirements have been crafted and adopted by the
25 Sector in collaboration with all Northeast Groundfish Sectors in the region. These
26 provisions afford Sectors an administrative tool to track fishing activity west of the 70:15.
27 The implementation of the following requirements is conditioned on the adoption by all
28 Northeast Groundfish Sectors in their FY 2015 & 2016 Operations Plans. In the event this
29 provision is not adopted by all Northeast Groundfish Sectors the specifications below will
30 not be implemented by this Sector.
- 31 **7.1.1** For the purpose of Section 7.1 of the Harvesting Rules, the portion of BSA 1 west
32 of 70:15 to the shoreline north to the Maine Coast and South to Cape Cod would
33 be defined as **Inshore GOM.**



1
2 **7.1.2** When an Observer/Monitor is onboard. The Sector Vessel may declare and fish
3 in all Broad Stock Areas, including the portion of BSA 1 defined as the Inshore
4 GOM defined in this section.

5 **7.1.3** When an Observer/Monitor is NOT onboard:

- 6 **A.** If the Sector Vessels intends to fish West of the 70:15 in the area described in
7 Section 7.1.1 of these Harvesting Rules as the Inshore GOM, at any time
8 during a trip, the vessel must declare BSA 1 only and the Sector Vessel may
9 not conduct any fishing activity outside of the area defined as BSA 1 for the
10 entire trip.
- 11 **B.** If the Member Vessel declares more than one Broad Stock Area on a trip, the
12 vessel is prohibited from conducting fishing activity west of the 70:15 in the
13 area described in Section 7.1.1 of **Exhibit A:** Harvesting Rules as the inshore
14 GOM.
- 15 **C.** The Member Vessel must indicate acknowledgement of this restriction by
16 transmitting a Trip Start Hail, through their VMS unit or third party software,
17 in accordance with process established by the Sector Manager and Board of
18 Directors.

19
20 **7.1.4** III, Northeast Fishery Sector Board of Directors reserves the right to remove
21 and/or modify this Inshore GOM Declaration provision at any time during the
22 2015-2016 Fishing Year.

23 **7.1.5** Continuation of H.R. §7.1 in FY 2016 will be documented accordingly in **Exhibit I**
24

- 1 **8. TRIP HAIL:** Sector vessels will comply with any Hail requirements established by the Sector and/or
2 Agency.
- 3 **8.1 METHOD OF TRANSMISSION HAILS:** The sector vessels will be transmitting HAILS (Trip
4 Start and Trip End) electronically via the email messaging component of their VMS units.
5 All data necessary to the requirements will be sent in compressed formats to minimize
6 characters and maximize message capacity directly to the Sector’s Server which will
7 collect, store, convert and relay all data elements necessary to meet various requirements.
8 The Sector will relay required HAILS (Trip State and Trip End) to NMFS, immediately upon
9 receipt. In the event that the primary system is unavailable, Sector Vessels will utilize a
10 backup system, including but not limited to, direct cell phone or radio transmission
11 between the vessel and NMFS OR a relay through the Sector Manager.
- 12 **8.2 TRIP START HAIL:** If required when using a Sector Exemption or notified by the Sector
13 Manager that a Trip Start Hail must be completed such hail shall be made prior to leaving
14 port on a trip in which the catch of allocated stocks will count against the Sectors ACE i.e. a
15 sector trip, each Active Vessel must notify their Sector Manager that the vessel is
16 departing on a sector trip by completing a Trip Start Hail. The Trip Start Hail (“TSH”) must
17 include:
- 18 **8.2.1** Operator’s Permit Number
 - 19 **8.2.2** Vessel Trip Report (VTR) serial number
 - 20 **8.2.3** Whether an Observer (NEFOP) or At-Sea Monitor (ASM) is onboard
 - 21 **8.2.4** Usage of specific sector exemptions which require identification in the TSH
 - 22 **8.2.5** Usage of specific sector plan provisions which require identification in the TSH
 - 23 **8.2.6** Landing Port City
 - 24 **8.2.7** Landing State (abbreviation)
 - 25 **8.2.8** Estimated time and date of arrival in port
 - 26 **8.2.9** Estimated time and date of offloading (required **only** for trips less than 6 hours in
27 duration **or** if fishing within 6 hours of the offload port)
 - 28 **8.2.10** Any comments as directed by the Sector Manager or NMFS Regional
29 Administrator
- 30
- 31 **8.3 TSH FOR TRIPS LESS THAN SIX HOURS OR OCCURRING WITHIN SIX HOURS OF PORT:** For
32 trips less than six hours in length or occurring within six hours of port, the estimated time
33 of arrival to port, offload location and estimated offload time will be provided in the Trip
34 Start Hail (TSH). The Trip End Hail (TEH) will be sent upon completion of the last tow with
35 required updated information. An alternative timing for the TEH may be implemented
36 during FY 2015 or 2016 if agreed upon by the Sector, and NMFS.
- 37 **8.4 TRIP END HAIL:** The trip-end hail report must be submitted at least 6 hours in advance of
38 landing for all trips at least 6 hours in duration or occurring more than 6 hours from port,
39 i.e. trips less than 6 hours in length or occurring within 6 hours of port, the trip end hail
40 will be sent upon completion of the last tow or haul. An alternative timing for the trip end

1 hail may be implemented during FY 2015 or 2016 if agreed upon by the sector, the
2 monitoring provider, and NMFS. The trip end hail must include the following:

3 **8.4.1** Operator's Permit Number

4 **8.4.2** Vessel Trip Report (VTR) serial number

5 **8.4.3** First landing port city

6 **8.4.4** First landing State (abbreviation)

7 **8.4.5** Dealer/Offload Location

8 **8.4.6** Estimated time and date of arrival

9 **8.4.7** Estimated time and date of offload

10 **8.4.8** Second offload port city

11 **8.4.9** Second offload State (Abbreviation)

12 **8.4.10** Total Groundfish Kept in pounds

13 **8.4.11** Total non-Groundfish kept in pounds

14 **8.4.12** Any comments as directed by the Sector Manager or NMFS Regional
15 Administrator

16
17 **9. VESSELS FISHING MULTIPLE STOCK AREAS:** If a vessel declares into multiple stock areas the vessel
18 will complete a catch report each time the vessel changes areas.

19
20 **10. FISHING IN US/CA AREAS:** When fishing in the US/CA area, a sector vessel that fishes in more than
21 one US/CA area or more than one of the four stock areas will complete a catch report each time the
22 vessel changes areas. Sector vessels will track their Eastern US/CA sub-ACE for Cod and Haddock
23 separately while fishing in the Eastern Area. Sector vessels may fish in all US/CA areas as well as
24 Open areas in the same trip. In addition to VMS declaration requirements, the vessel will declare
25 the stock areas (of the Four A16 reporting areas) intended to be fished prior to starting a trip.

26
27 **11. CLOSED AREAS:** Participating vessels may fish in closed areas to the extent authorized by NMFS.

28
29 **12. CATCH REPORTS:** All Active Member vessels fishing groundfish will be required to submit complete
30 catch records to the Sector Manager electronically via VMS email or other electronic means prior to
31 entering port to end a trip. Catch reports will include, at a minimum, all data elements of a fully
32 compliant VTR logbook record/s. The Sector Manager may modify, at his/her discretion, the
33 frequency of reporting transmissions to meet programmatic needs, such as, but not limited to,
34 participation in a SAP, or internal quota management requirements. In the event a Member vessel is
35 unable to submit his catch records electronically, the Member, will have no more than twenty-four
36 (24) hours to provide such reports to the Sector Manager, upon completion of vessel offload.

37
38 **13. VESSEL LOGBOOKS (VTRs/e-VTR):** All sector members will comply with applicable reporting
39 requirements including submission of Vessel Trip Reports (VTRs). If Electronic Vessel Trip Reports (e-

Exhibit A

1 VTRs) are approved by the Regional Administrator, Sector Members will submit e-VTRs in the format
2 required by NERO. Sector Members will execute all documents necessary to meet legal
3 requirements for the purpose of facilitating e-VTR service.
4

5 **14. WEEKLY/DAILY REPORTS:** The Sector Manager, or his/her designated representative, will submit
6 weekly or daily Sector Reports of all landings and discards by sector vessels, to NMFS. The Sector
7 will submit required reports, using the format and procedures prescribed by NMFS. The reports
8 required by NMFS are the *Sector Manager ACE Status Report*, *Sector Manager Detailed Report*, and
9 *Sector Manager Trip Issue Report* as codified in §648.87(b)(1)(vi)(B). Specifically, the *Sector Manager*
10 *Detailed Report* provides information down to the sub-trip level about each sector trip for a given
11 week, regardless of completeness of the data. The information includes stock, gear, mesh
12 categories, landing amounts, discards and total catch. The *Sector Manager Trip Issue Report*
13 provides information about the sector trips for a given week that have enforcement or other issues.
14 The *Trip Issue Report* allows the sector to briefly describe to NMFS any enforcement or reporting
15 compliance issues, violations of the Sectors operations plan and regulation, and general problems
16 with monitoring or sector operations during the reporting period. One *Trip Issue Report* is
17 submitted per reporting period. The *Sector Manager ACE Status Report* documents the ACE status
18 calculations, which allows NMFS to cross check totals as stipulated in Amendment 16. In the event
19 that the Sector triggers daily reporting for a specific allocated stock, the *Sector Manager Daily ACE*
20 *Status will* provide the mean for a sector manager to report their Sectors ACE status calculations on
21 a daily basis if the “trigger point” i.e. thresholds specified in 14.1 have been reached during the
22 current Fishing Year. These reports are cumulative in nature from the start of the fishing year until
23 the current reporting week and are adjusted retroactively as data becomes available or issues
24 documented in JIRA are resolved. JIRA is an issue tracking application implemented by NMFS, which
25 should be used to report all data quality issues to the appropriate people for research and
26 correction process.
27

28 **14.1 REPORTING THRESHOLDS THAT TRIGGER DAILY REPORTING:** The reporting frequency for
29 the sector manager’s ACE Status Report will be increased to daily when 90% of any of the
30 sector’s ACEs is reached. The Sector Manager, or a designated representative, must notify
31 NMFS immediately by email if the threshold that triggers daily reporting has been
32 reached. During the period when a sector has reached or exceeded 90% of any of its ACEs,
33 daily ACE Status and Detailed Reports must be submitted only on a day when a member
34 vessel lands, or when the sector engages in an ACE transfer of a stock that is exceeding the
35 90% threshold.
36

37 An alternative threshold for triggering daily reporting may be implemented during FY 2015
38 or FY 2016 if agreed upon by the sector and NMFS.
39

1 **14.2 ENFORCEMENT ISSUES:** The Members acknowledge that the Sector Manager must include
2 any enforcement or reporting compliance issues, including violations of Operations Plan
3 (excluding those sections identified as administrative provisions in this document as
4 identified in **Exhibit F**); violations of regulations, or general problems with monitoring or
5 sectors operations in their *Trip Issue Report* which is submitted to NMFS weekly.
6

7 **15. ANNUAL REPORT:** Within sixty (60) days of the end of the fishing year the Sector Manager will
8 submit an annual report to NMFS that summarizes: fishing activities of Members, including harvest
9 levels of all species by sector vessels (landings and discards by gear types); enforcement actions; and
10 any other relevant information required to evaluate the performance of the Sector. The actual date
11 of submission will be specified by NMFS, which has been previously based in part on completeness
12 of various data sets including but not limited to final reconciliation of ACE usage and availability of
13 final fishing year data generated by NMFS. In addition, the Annual Report will report the number of
14 sector vessels that fished for regulated groundfish and their permit numbers (when such disclosure
15 does not violate protection of confidentiality); number of vessels that fished for other species;
16 method used to estimate discards; landing port used by sector vessels while landing groundfish; and
17 any other additional information requested by the Regional Administrator for inclusion in the
18 Annual Report. The Sector will submit required reports using the format and procedures prescribed
19 by NMFS.
20

21 **16. STOCK ATTRIBUTION:** The Sector Manager will utilize landings information from each trip and apply
22 logbook area information to calculate stock attribution ratios for all applicable species.
23

24 **17. DISCARD RATES AND IN-SEASON DISCARD ESTIMATES:** The Sector manager (or his/her designated
25 representative) will derive stock specific discards for each trip. If the trip is observed by either an at-
26 sea monitor or a Northeast Fisheries Observer Program (NEFOP) observer, discards will be derived
27 based on data collected during that trip and will account for all hauls (observed and unobserved) on
28 that trip. If the trip is not observed, discards will be derived using the NMFS-provided discard rate
29 resulting from the NMFS method to estimate 'in-season' discard rates, which may not include data
30 from research trips or sector trips using certain exemptions.
31

32 **18. RESERVED FOR FUTURE USE:**
33

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

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

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

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

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

- 21.1** All Groundfish DAS requirements, including days-at-sea (DAS) reductions, differential groundfish DAS counting, the 3/15 rule for gillnets, and 24-hour DAS counting. NE multispecies (DAS) requirements to persecute other fisheries as specified in §§ 648.92 and 648.32, such as monkfish and skate continue to apply.
- 21.2** Trip limits on NE multispecies stocks, except Atlantic Halibut, windowpane flounder, ocean pout and Atlantic wolfish.
- 21.3** Seasonal Closed Areas (currently Georges Bank seasonal closure in May)
- 21.4** Additional mortality controls adopted by Amendment 16, including additional seasonal or year-round closures, gear requirements, DAS reductions, differential DAS counting, and/or restricted gear areas.
- 21.5** Vessels are exempt from GOM Cod Protection Closures IV (October) and V (March), but must comply with GOM Cod Protection Closures I (May), II (June), and III (November, December, and January).
- 21.6** The 6.5” minimum mesh size restriction for trawl gear specified at § 648.80(a)(4)(i) when using a haddock separator or Ruhle trawl within the GB Regulated Mesh Area (RMA), provided the vessel uses a codend with at least 6” minimum mesh size.
- 21.7** From all or a portion of ASM coverage if the vessel is fishing on a monkfish DAS with extra-large mesh gillnets (10-inch or greater mesh) **exclusively** in Southern New England.

In addition to the Universal Exemptions granted to all Sectors, as referenced above and in §4.0 of this Agreement, **Members agree to abide by the following obligations as specified and authorized in their LOA, in order to utilize these Sector Specific Exemptions. Furthermore,**

1 **Members acknowledge that specific details pertaining to certain exemptions, indicated with a**
2 ***, are located in Exhibit B as required by NMFS:**

- 3
- 4 **21.8** 120 Day Block Requirement Out of the Fishery for Day Gillnet Vessels:
- 5 **21.9** 20 Day Spawning Block:
- 6 **21.10** Prohibition on a vessel hauling another Vessel's gillnet gear
- 7 **21.11** Limitation on the Number of Gillnets that may be hauled on GB when Fishing Under a
8 Groundfish/Monkfish DAS:
- 9 **21.12** Limitation on the Number of Hooks that may be Fished:
- 10 **21.13** DAS Leasing Program Length and Horsepower Restrictions
- 11 **21.14** Prohibition on Discarding
- 12 **21.15** Daily catch reporting by Sector Managers for Sector vessels that fish in the CA I Hook
13 Gear Haddock SAP
- 14 **21.16** Prohibition on Fishing Inside and Outside the CA I Hook Gear Haddock SAP while on the
15 same trip
- 16 **21.17** Prohibition on a Vessel Hauling Another Vessel's Hook Gear
- 17 **21.18** Requirement to declare intent to fish in the Eastern US/CA SAP and CA II YT/Haddock
18 SAP from the dock
- 19 **21.19** Gear Requirements in the Eastern US/CA Management Area
- 20 **21.20** Seasonal Restrictions for the Eastern US/CA Haddock Sap
- 21 **21.21** Seasonal Restrictions for the CA II YT/Haddock SAP
- 22 **21.22** Sampling Exemption
- 23 **21.23** Prohibition on Groundfish Trips in the Nantucket Lightship Closed Area*
- 24 **21.24** Prohibition on Combining Small mesh Exempted Fishery and Sector Trips*
- 25 **21.25** Limits on the Number of Gillnet for Day Gillnet Vessels when fishing in the GB, SNE, MA
26 Regulated Mesh Area. Vessels utilizing this exemption in these areas are restricted to a
27 100-gillnet limit (of which no more than 50 can be roundfish gillnets). This exemption is
28 not available for use in the GOM RMA.*
- 29 **21.26** 6.5-Inch Minimum Mesh Size Requirement to Allow 5.5-inch or greater Mesh for
30 Targeted Redfish Trips*

31

32 **Additional Provision(s)**

- 33
- 34 **21.27** Prohibition on Hauling another vessel's trap Gear*
- 35
- 36

37 **22. MONITORING.** The Sector will participate in the Northeast Fisheries Observer Program (NEFOP) and
38 the NMFS funded at-sea monitoring (ASM) program while they operate, in accordance with the
39 NMFS designed ASM Program as documented in Exhibit J. The Sector will transition to its approved
40 industry funded ASM program, as documented within this section, when NMFS funding for ASM

1 ends, pursuant to an independent contract between the Sector and a NMFS approved provider. The
2 ASM coverage will have vessel and trip selection coordinated through NMFS and will use approved
3 at-sea monitors. The Sector Manager will maintain a database of all catch data, including but not
4 limited to VTR, dealer, monitor and observer data. NMFS will provide the Sector with data from
5 NEFOP and the ASM program.

6 Where appropriate, documentation of fulfillment of this criterion for FY 2016 will be located in
7 **Exhibit I** of this Agreement and will be furnished by the Sector in accordance with NMFS guidance
8 and schedule pertaining to bi-annual operation plan submission.

9 **22.1 USE OF MONITORING SERVICES.** The Members acknowledge that for the Sector to
10 function efficiently, it is essential that the Active Members conduct their fishing operations
11 such that at-sea monitoring service costs are kept as low as commercially practical amount.
12 The Active Members therefore agree to provide accurate landing time projections, to make
13 landings expeditiously, and to choose landing locations based in part on the efficiency and
14 responsiveness of the buyer receiving catch harvested under the Sector's ACE. Active
15 Members who fail to comply with the provision of this Section may be assessed the excess
16 cost of monitoring resulting from their failure to do so. Furthermore, the Sector BOD may
17 opt from time to time to modify provisions such as authorized landing ports in order to
18 ensure that the cost associated with these required programs do not become cost
19 prohibitive.

20 **22.2 COVERAGE RATES:** NEFS III will deploy at-sea monitors in a way to achieve coverage of
21 ##% of trips that is random and representative of the fishing activities of the sector. **The**
22 **coverage rate for FY 2015 has not been specified by NMFS at the time of this submission.**
23 A monitored trip must be a sector trip, including those taken in which a NE multispecies
24 day-at-sea is used to target other species such as monkfish or skates, unless exempted by
25 NMFS.

26 **22.3 ADDITIONAL COVERAGE:** In addition to ensuring that the coverage rates specified by
27 NMFS are met by the ASM program the Sector may from time to time opt to have
28 additional coverage in order to fully utilize specific approved exemptions or to address
29 specific needs of the Sector.

30 **22.4 AT-SEA MONITORING PROVIDER:** The Sector will contract with one or more of the
31 companies approved by NMFS to provide At-Sea Monitoring and will notify NMFS of its
32 selection no later than May 1, 2015 via electronic mail or written mail. If a vendor in which
33 the Sector has a contractual arrangement with is decertified during the fishing year, the
34 Sector will negotiate a new contractual arrangement with another certified vendor(s) and
35 notify NMFS of these new agreements.

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

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

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

11 **24.1** In the event the Sectors proposed ASM Program is denied by NMFS the Sector will used
 12 the NOAA Fisheries designed ASM program as specified in Exhibit J.
 13

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

15 **26. OFFLOADING PORTS:** The following list represents those ports where sector vessels are authorized
 16 to offload. Additionally, sector vessels are authorized to land fish to trucks within these same
 17 locations.
 18

Primary Port(s) of Landing	Secondary Port(s) of Landing
<u>Massachusetts</u> : Gloucester, New Bedford <u>Connecticut</u> : New London	<u>Massachusetts</u> : New Bedford, Marblehead, Newburyport, Beverly, Rockport, Scituate <u>Rhode Island</u> : Point Judith, Newport, <u>New York</u> : Montauk

1

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

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

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

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

23 **28.3 PAPER VTR:** Members acknowledge that they are bound to all applicable reporting
 24 requirements. Sector vessels shall continue using paper VTRs for FY 2015 & 2016, as
 25 required by regulations. However, electronic vessel trip reporting (e-VTR) systems for
 26 transmission and submission of required VTR reports have been authorized by the
 27 Regional Administrator using a phased implementation process. The Sector and its
 28 Members may utilize e-VTR in accordance with the phased implementation process.

1 **28.4 ADDITIONAL EXEMPTIONS:** Members note that NMFS is generating one Environmental
2 Assessment for all sectors seeking authorization for Fishing Year 2015 & 2016, and that
3 NMFS communication has stated that if an exemption is approved for one Sector, all other
4 authorized Sectors can be similarly approved for that specific exemption based on the
5 terms and conditions of the originally requesting sector. In light of this understanding,
6 NEFS III will request authorization for such exemptions it deems beneficial for its
7 operations, prior to the publication of the final authorizing rule.

8 **28.4.1**Furthermore, NMFS has indicated that Sectors will be afforded the opportunity
9 to request additional exemptions for the 2nd year of operations i.e. FY 2016 in
10 accordance with a supplemental schedule to be established by NMFS.

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

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

2
3
4 **Nantucket Lightship Closed Area**

5
6 This exemption allows sector vessels to access portions of the Nantucket Lightship Closed Area to
7 provide additional opportunities to target monkfish, dogfish, and skates.

8 Any vessel that intends to access the Western or Eastern Nantucket Lightship Closed Areas must declare
9 a closed area trip through the VMS trip start hail by checking the box next to “Closed Area Trip” under
10 sector exemptions. Trip Start Hails must be submitted prior to departure. The sector must follow any
11 additional trip declaration or reporting requirements that NMFS implements during the fishing year.

12 Under this exemption, a trawl vessel may fish in the Western Exemption Area with any legal trawl gear
13 allowed in the large-mesh groundfish fishery. A trawl vessel fishing in the Eastern Exemption Area must
14 use a haddock separator trawl (as specified in 50 C.F.R. § 648.85(a)(3)(iii)(A)), a Ruhle trawl (as specified
15 in 50 C.F.R. § 648.85 (b)(6)(iv)(J)(1)), or a rope separator trawl (as specified in 50 C.F.R. § 648.84(e)).
16 Flounder trawl nets (as specified in 50 C.F.R. § 648.85(a)(3)(iii)(B)) are prohibited in the Eastern
17 Exemption Area. A vessel using hook gear is permitted in both areas. A vessel using gillnet gear must
18 use 10-inch (25.4-cm), or larger, diamond mesh in both areas. A vessel using gillnet gear must also use
19 pingers when fishing in the Western Exemption Area from December 1 – May 31, because this area lies
20 within the existing Southern New England Management Area of the Harbor Porpoise Take Reduction
21 Plan.

22
23 The Western and Eastern Nantucket Lightship Exemption Areas are defined by lines connecting the
24 points listed below in the order stated.

25
26 **Western Nantucket Lightship Exemption Area**

27

Point	N. Lat.	W. Long.
A	40°50'	70°20'
B	40°50'	70°00'
C	40°20'	70°00'
D	40°20'	70°20'
E	40°50'	70°20'

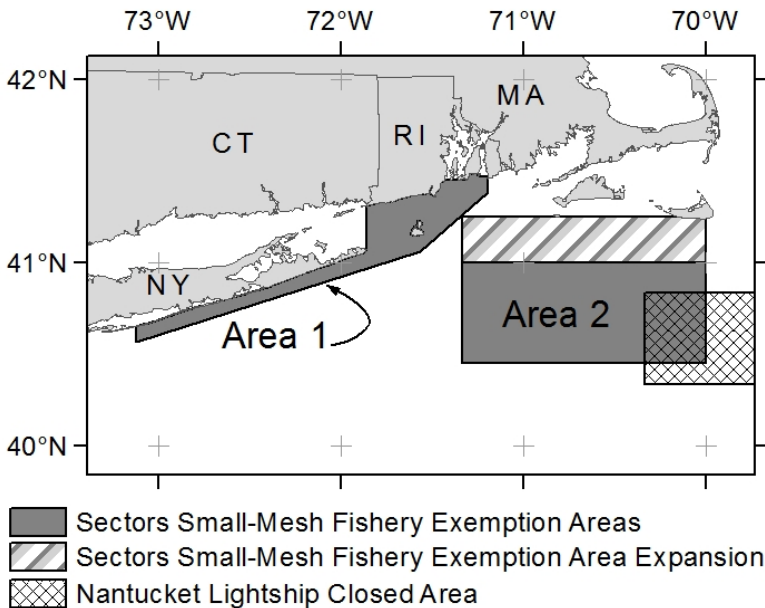
28
29 **Eastern Nantucket Lightship Exemption Area**

30

Point	N. Lat.	W. Long.
A	40°50'	69°30'
B	40°50'	69°00'
C	40°20'	69°00'
D	40°20'	69°30'
E	40°50'	69°30'

Prohibition on combining small-mesh exempted fishery and sector trips

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



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

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

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

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

3
4 Sector Small-Mesh Fishery Exemption Area 2 is bound by the following coordinates connected in the
5 order listed by straight lines. Sector vessels cannot fish the small-mesh portion of their trip using this
6 exemption in the Nantucket Lighthouse Closed Area where the two areas overlap.

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

7
8 The modified small mesh gear must contain either:

- 9
- 10 • A drop chain sweep with a minimum drop of 12 inches (30.48 cm) in length, with a 24-inch
 - 11 headrope setback; or
 - 12 • a large mesh belly panel with a minimum mesh size of 32 inches (81.28 cm), with the meshes
 - 13 hung on the half (a hanging ratio of 2:1); or
 - 14 • an excluder grate secured forward of the codend with an outlet hole forward of the grate with
 - 15 bar spacing of no more than 1.97 inches (5.00 cm) wide.

16
17 In order to use this exemption, the following additional conditions and restrictions apply:

18
19 1) Prior to leaving the dock, the vessel must declare a small mesh trip through the VMS trip start hail by
20 checking the box next to “Other Exemption (when directed by NMFS)” under sector exemptions.

21
22 2) A vessel declaring this exemption must render its small mesh gear not available for immediate use, as
23 defined by 50 C.F.R. § 648.2, when using large-mesh gear during the first portion of the trip.

24
25 3) Upon completing the large-mesh portion of the trip, the vessel must submit a Multispecies Catch
26 Report via VMS with a good faith estimate of all catch on board and send a VMS message using the
27 following instructions:

28
29 A. Send a VMS message to: nmfs.ole.ne@noaa.gov.

30
31 B. In the subject line, type “Small Mesh Exemption Trip”

32
33 C. In the body of the email type the vessel name and permit number

34
35 The date-time stamp of the message indicates to Enforcement that the vessel is now in the second
36 portion of the trip and is prohibited from redeploying its large-mesh gear.

37
38 4) Following submission of the VMS message, the vessel may deploy its modified small mesh gear in the
39 areas described above and is prohibited from fishing outside of the small mesh exemption areas. All
40 other applicable regulations apply to this portion of the trip.

1
2 5) The vessel must comply with the remaining requirements of a sector trip, including the submission of
3 VTRs, a trip end hail, and a final Multispecies Catch Report.

4
5 6) A vessel fishing with this exemption must retain and land all legal-sized groundfish on both the
6 regulated mesh and small mesh portions of the trip.

7
8 **Limits on the number of sink gillnets for Day gillnet vessels in GB, SNE, and MA RMAs**

9
10 Day gillnet vessels using this exemption in these areas may fish up to 150 roundfish or flatfish nets, but
11 may not exceed 150 nets total. Vessels must tag both roundfish gillnets and flatfish gillnets with one tag
12 per net.

13
14 This exemption does not apply in the GOM RMA. Day gillnet vessels in the GOM RMA are restricted to
15 100 gillnets (of which no more than 50 can be roundfish gillnets). Roundfish gillnets must be tagged
16 with two tags per net, while flatfish gillnets can be marked with one tag per net.

17
18 **6.5-Inch Minimum Mesh Size Requirement to Allow 5.5-inch or greater Mesh for Targeted Redfish**
19 **Trips:**

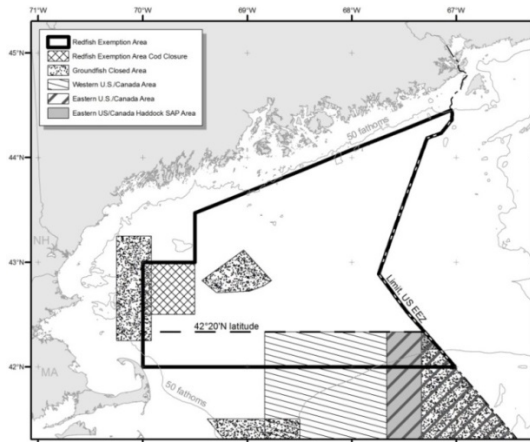
20 This exemption allows a sector vessel to fish for Acadian redfish in the designated Redfish Exemption
21 Area, described below, using nets with codend mesh no smaller than 5.5 inches. When fishing inside the
22 Redfish Exemption Area all other restrictions applicable to trawl nets still apply. In order to use this
23 exemption, a vessel must strictly adhere to the following conditions and restrictions:

24
25 1. The vessel must declare its trip in PTNS under standard requirements, there is no additional at-sea
26 monitoring coverage required above the target coverage level for the sectors (i.e., ~24% in fishing year
27 2015).

28
29 2. Prior to leaving the dock, the vessel must declare its intent to use the redfish exemption on the trip
30 through the VMS trip start hail by checking the box "Redfish Trip" under sector exemptions.

31
32 3. The vessel must submit a Multispecies Catch Report through its VMS system, each day for the **entire**
33 **trip**, including Parts 1 and 2 of the trip as described below, even if the vessel has declared the
34 exemption, but does not target redfish. The vessel must submit Multispecies Catch Reports through
35 VMS in 24-hr intervals for each day of the fishing trip. The report must be submitted by 0900 hr (9:00
36 a.m.) on the date following the date the fish were caught. The report must provide a good faith estimate
37 of the amount each regulated species caught on each day of the trip.

38
39 4. In accordance with the restriction stated herein, the vessel may use a codend with 5.5-inch mesh and
40 greater within the Redfish Exemption Area. The northern boundary ensures that the exemption is used
41 in deeper water (i.e., greater than 50 fathoms). Vessels cannot use the exemption in the "cod closure"
42 (block 131) during February and March.



1
2 The Redfish Exemption Area is bounded on the east by the U.S.-Canada Maritime Boundary, and
3 bounded on the north, west, and south by the following coordinates, connected by straight lines in the
4 order listed:

5

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

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

8
9 Due to concerns about GOM cod, block 131 is closed for February and March. The area is bounded on
10 the east, north, west, and south by the following coordinates, connected by straight lines in the order
11 listed:

12

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

13
14 5. During a Redfish Exemption Trip, any codend that is only authorized on a Redfish Exemption Trip must
15 be stowed below deck and can only be retrieved after completing the requirements identified in
16 paragraph 8 below.

1 Part 1 of Redfish Exemption Trip

2
3 6. When a vessel declares a “Redfish Trip” via VMS, it may fish outside the Redfish Exemption Area
4 during Part 1 of the Redfish Exemption Trip in accordance with otherwise applicable regulations and
5 sector exemptions. However, fishing outside of the Redfish Exemption Area first is optional. A vessel
6 may choose to immediately transit to the Redfish Exemption Area and begin fishing.

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

9
10 Part 2 of Redfish Exemption Trip: Switching Codends

11
12 8. When the vessel plans to target redfish, it must travel to the Redfish Exemption Area. Once the
13 vessel is in the Redfish Exemption Area, it must declare that it is switching to a 5.5-inch mesh codend (or
14 larger) by sending a VMS message via email to: nmfs.ole.ne@noaa.gov. The VMS email message must
15 include the following information:

16
17 A. In the subject line, type “Redfish Exemption Trip”

18
19 B. In the body of the email report your vessel name and permit number

20
21 The vessel must also send a Multispecies Catch Report via VMS immediately before switching codends.
22 This report is in addition to the daily Multispecies Catch Reports that are required when utilizing this
23 exemption. The Multispecies Catch Report a vessel must send before switching codends must provide a
24 good faith estimate of all fish caught by the vessel that day between 12:01 AM and the time of the
25 report. After the vessel is in the Redfish Exemption Area and submits the required email and catch
26 report, it may retrieve the 5.5-inch mesh codend from below deck and begin using it. The vessel may
27 use a 5.5-inch mesh codend (or greater) for the remainder of the trip in Redfish Exemption Area.

28
29 9. Once a vessel sends the VMS email message to OLE, it is prohibited from fishing outside the Redfish
30 Exemption Area.

31
32 10. The vessel must submit a final Multispecies Catch Report, in addition to other required Multispecies
33 Catch Reports, and a Trip End Hail via VMS once it stops fishing and begins its return to port.

34
35 Summary Of All Redfish Exemption Trip Reporting Requirements

- 36
37 1. Submit a trip start hail declaring a redfish trip
38 2. Submit VTRs when switching chart area, gear, and/or mesh size.
39 3. Submit daily catch reports of all kept fish by 9 AM the following day.
40 4. Send an email to OLE prior to retrieving the 5.5 inch codend from below deck after entering the
41 Redfish Exemption Area and a catch report of all kept fish since 12:01 AM of that day.
42 5. Submit a final catch report and Trip End Hail at the end of the trip.

43
44 Monitoring Catch Thresholds

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

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10 **Prohibition on Hauling another vessel's trap gear**

11 Vessels participating in the NEFS III may haul another sector vessel's groundfish trap gear, provided that
12 each vessel adheres to the gear marking requirements specified at § 648.84(a). Gear must be tagged by
13 each vessel that intends to haul the gear.

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Exhibit C:

Sector Membership Fishing Year 2015 (May 1, 2015 to April 30, 2016)

SECTOR MEMBERS: The following table identifies The NEFS III Member

Sector Member	Federal Permit #	MRI #
Catherine F Lobster Co. Inc	148401	8
Santapaola Fisheries Inc.	144413	14
JAS Fisheries Inc.	220015	40
Flying Finns Inc.	220221	56
Scotia Boat Too, LLC		117
Edward E. Smith		131
A & J Fisheries Inc		157
Philip A. Powell		168
Edward E. Smith		173
BG brown		175
Thomas Lupo	231622	204
Thomas Hill	231770	207
New Shell Lobsters Inc	233139	214
Gannet Inc	150593	223
Heidi and Heather Fisheries, LLC	146819	228
Richard E. Burgess	150286	240
Richard E. Burgess	150008	320
White Wave, LLC	242738	337
Heidi and Heather Fisheries, LLC	149318	367
Homarus Americanus Inc		372
Philip A. Powell		381
Philip A. Powell		443
Melon Fisheries Inc	250887	446
Homarus Americanus Inc		459
Philip A. Powell		525
A & J Fisheries Inc	138579	575
Wood Fisheries Inc		1251
Gloucester Fishing Community Preservation Fund		1288

Sector Member	Federal Permit #	MRI #
Philip A. Powell	148668	1433
JAS Fisheries Inc.	231826	1439
Island Queen Fishing Corp.		1456
Richard E. Burgess	150217	1482
Heidi L Burgess		1531
Michael T. Frontiero	121155	1534
William Skrobacz	123717	1574
F/V Allison Carol	115856	1639
Chadwick Fish Lobster LLC		1647
Douglas L. Germain	121338	1652
Homarus Americanus Inc	240355	1701
Island Queen Fishing Corp.		1749
JAS Fisheries Inc.	230139	1766
F/V Sasquatch, Inc	127576	1770
Richard E. Burgess	149719	1807
Island Queen Fishing Corp.		1843
Ashley & Anthony Fisheries Inc		1859
Santapaola Fisheries Inc.	110688	1921
Scotia Boat Too, LLC		1960
F/V Carol Ann	220748	1997
Philip A. Powell		2011
A & J Fisheries Inc		2014
Janel Leigh Inc.	241144	2019
Scott O Swicker		2032
White Wave, LLC	232312	2051
Sundance Fisheries	149334	2055
David Jewell	212924	2088
A & J Fisheries Inc		2127
Matthew G. Cooney	118832	2165
Wood Fisheries Inc	223397	2176
Richard E. Burgess	150275	2177
Catherine F Lobster Co. Inc	240441	2195
Arthur H Sawyer Jr	124061	2320
Michael T. Frontiero		2327
John Greenleaf	115998	2370

Sector Member	Federal Permit #	MRI #
Edward E. Smith		2804
Island Queen Fishing Corp.	211652	2391
Robert J Edwards	221275	3524
Brian Higgins	223677	3636
Edward E. Smith		3787
Chadwick Fish Lobster LLC	114880	4300
Island Queen Fishing Corp.		3354
Tom Lupo		47802
Catherine F Lobster Co. Inc		47905

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

3

Vessel Name	Doc/Reg #
Amanda & Andy II	MS 4137 AM
Chandelle	552300
Jennie C	932696
Karoline Marie	948801
Aaron and Alexa	1047510
f/v skiff	ms8134ba
Lori B	MS4473AX
Hannah Story	969495
Ryan Zachary	MS 6051 AH
SS Melon III	916348
Claudia Marie	MS7008AY
Foxy Lady	MS8827AC
Dunlin	MS4116AG
Toots	MS 5051 Am
Labor in Vain	MS 9810 RG
Kenneth J. Duncan	596338
Amanda Leigh	542840
Amanda & Andy III	MS9953AY
Carol Ann	618869
Janel Leigh	911574

Exhibit C

Vessel Name	Doc/Reg #
Sharon E	1021018
Little Mako	MS1051DD
Miss Meredith	MS1969MC
Catherine F	611538
Miss Carla	MS 0009 As
David & Jenna 2	568403
Catherine M	649353
Toby Ann	1188119
Native Son	MS2844Y
LILY	1064382
FAIRWIND	554592

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1 **EXHIBIT D**

2 **Sector Member and Vessel Permits Amendment 16 Disclosure Requirements Fishing Year 2015 (May**
3 **1, 2015 to April 30, 2016)**

4
5 Sector Members have enrolled all eligible Limited Access Multispecies Permits into a Sector, except for
6 the following:

Owner/Entity	Vessel Permit No	Sector Enrolled In:
Gloucester Fishing Community Preservation Fund, Inc	151165	NEFS 2
Gloucester Fishing Community Preservation Fund, Inc	150722	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	151157	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150568	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	151247	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150600	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150592	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	151247	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150560	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150926	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150590	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150513	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150479	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150621	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150582	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150550	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150781	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	241218	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150914	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150762	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150929	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150791	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150784	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150802	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150546	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150527	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150659	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150532	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150827	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150600	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150539	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150592	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150512	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150531	NEFS 4

Owner/Entity	Vessel Permit No	Sector Enrolled In:
Gloucester Fishing Community Preservation Fund, Inc	150553	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150589	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150669	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150789	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150544	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150514	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150523	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150789	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150564	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150551	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	151157	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	151254	NEFS 4
Gloucester Fishing Community Preservation Fund, Inc	150781	NEFS 4
A & J Fisheries	240896	NEFS 2
Richard E. Burgess	CPH	NEFS 1

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Additional Information on state & federal permits associated with Sector Vessels and Sector Members:

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Sector Member	Federal Permit #	Federal Permits	State Permits
Catherine F Lobster Co. Inc		Bluefish, Spiny Dogfish, Herring, Monkfish E , NE Multi, Skate, Squid, Mackerel	
Santapaola Fisheries Inc.	144413	Bluefish, Herring, Spiny Dogfish, Lobster non trap & 1, Monkfish C, NE Multi, Skate, Squid, Mackerel, Tilefish	
JAS Fisheries Inc.	220015	Bluefish, Spiny Dogfish, Monkfish E, Herring, NE Multi, Scallop, Mackerel	None
Flying Finns Inc.	220221	Bluefish, Spiny Dogfish, Summer Flounder, Herring, Lobster, Monkfish D, NE Multi, Quahog, Red Crab, Clam, Skate, Squid, Tilefish, Mackerel	Offshore Lobster
Scotia Boat Too, LLC		Bluefish, Spiny Dogfish, Summer Flounder, Herring, Lobster 1, Monkfish D, NE Multi, Quahog, Red Crab, Clam, Skate, Squid, Butterfish, Mackerel, Tilefish	Offshore Lobster Non-Trap
Edward E. Smith		CPH	None
A & J Fisheries Inc		Bluefish, Spiny Dogfish, Herring, Lobster non trap & 1, Monkfish D, NE Multi, Quahog, Clam, Skate, Mackerel	Offshore Lobster Non-Trap
Philip A. Powell		Bluefish, Spiny Dogfish, Summer Flounder, Herring, Lobster 1, A2 & AOC, Monkfish C, NE Multi, Quahog, Clam, Skate, Mackerel, Tilefish	
Edward E. Smith		Bluefish, Spiny Dogfish, Herring, Lobster non trap & 1, Monkfish E, NE Multi, Skate	
William G. Brown V	150358	Bluefish, Spiny Dogfish, Monkfish E, NE Multi, Red Crab, Skate, Squid, Tilefish, Mackerel	
Thomas Lupo	231622	Bluefish, Spiny Dogfish, Lobster A1, Monkfish E, NE Multi, Mackerel	Coastal Lobster

Sector Member	Federal Permit #	Federal Permits	State Permits
Thomas Hill	231770	Bluefish, Spiny Dogfish, Herring, Lobster A1, Monkfish C, NE Multi, Clam, Skate	Offshore Lobster, Coastal Lobster, Finfish Landing Permit
New Shell Lobsters Inc	233139	Bluefish, Spiny Dogfish, Lobster 1 & A1, Monkfish E, NE Multi, Skate, Squid	Coastal Lobster
Gannet Inc	150593	Bluefish, Spiny Dogfish, Herring, Lobster non trap & 1, Monkfish D, Skate, NE Multi, Squid/Butterfish, Mackerel, Tilefish	
Heidi and Heather Fisheries, LLC	146819	Bluefish, Spiny Dogfish, Herring, American Lobster 1, Monkfish C, NE Multispecies, Ocean Quahog, Red Crab, Surf Clam, Skate, Squid/Butterfish, Atlantic Mackerel, Tilefish	
Richard E. Burgess	150286	Bluefish, Spiny Dogfish, Herring, Lobster 1, A1, A2 & A6, Monkfish E, NE Multi, Red Crab, Skate, Squid, Mackerel, Tilefish	
Richard E. Burgess	150008	Bluefish, Spiny Dogfish, Herring, Lobster 1, Monkfish D, NE Multi, Red Crab, Skate, Squid, Tilefish, Mackerel	
White Wave, LLC	242738	Bluefish, Spiny Dogfish, Summer Flounder, Herring, Lobster 1, A1, AOC, Monkfish D, NE Multi, Squid, Quahog, Clam, Skate, Tilefish	Boat 0-59 Ft
Heidi and Heather Fisheries, LLC	149318	Bluefish, Spiny Dogfish, Herring, Lobster 1, Monkfish D, NE Multi, Quahog, Clam, Skate, Squid, Tilefish, Mackerel	Offshore Lobster, Coastal Lobster
Homarus Americanus Inc		Bluefish, Spiny Dogfish, Herring, Scallop, Lobster non-trap, 1, Monkfish C, NE Multi, Skate, Squid, Mackerel	Coastal Lobster

Sector Member	Federal Permit #	Federal Permits	State Permits
Philip A. Powell		Bluefish, Black Sea Bass, Spiny Dogfish, Herring, Lobster 1, Monkfish E, NE Multi, Scup, Red Crab, Skate, Tilefish, Squid/Butterfish	
Philip A. Powell		Bluefish, Spiny Dogfish, Lobster 1 & A1, Monkfish E, NE Multi, Skate	
Melon Fisheries Inc	250887	Bluefish, Spiny Dogfish, Summer Flounder, Herring, Scallop, Lobster 1 & A1, Monkfish C, NE Multi, Clam, Skate, Squid/Butterfish, Mackerel, Tilefish	Coastal Lobster
Homarus Americanus Inc		Bluefish, Dogfish, Herring, Lobster non trap, 1, Outer Cape, Monkfish E, Multi, Skate, Squid/Butterfish, Mackerel	
Philip A. Powell		Bluefish, Dogfish, Monk C, Skate, NE Multi, Squid	
A & J Fisheries Inc	138579	Bluefish, Spiny Dogfish, Herring, Lobster non trap & 1, Monkfish D, NE Multi, Quahog, Clam, Skate, Squid/Butterfish, Tilefish	Coastal Lobster
Wood Fisheries Inc		Bluefish, Monkfish E, NE Multi, Squid, Mackerel, Tilefish	
Gloucester Fishing Community Preservation Fund		Bluefish, Spiny Dogfish, Herring, Monk E, NE Multi, Skate	
Philip A. Powell	148668	Bluefish, Dogfish, Lobster 1, A1 & AOC, Monkfish D, NE Multi, Quahog, Clam, Skate, Squid, Mackerel, Tilefish	Coastal Lobster
JAS Fisheries Inc.	231826	Bluefish, Spiny Dogfish, Herring, Lobster non trap & 1, Monkfish E, NE Multi, Skate, Squid/Butterfish, Mackerel	Coastal Lobster
Island Queen Fishing Corp.		Lobster 1 & A1, NE Multi	
Richard E. Burgess	150217	Bluefish, Spiny Dogfish, Herring, Lobster 1, Monkfish D, NE Multi, Red Crab, Skate, Tilefish	
Heidi L Burgess		Bluefish, Spiny Dogfish, Herring, Lobster non trap, Monkfish D, NE Multi, Red Crab, Skate, Squid/Butterfish, Mackerel, Tilefish	

Sector Member	Federal Permit #	Federal Permits	State Permits
Michael T. Frontiero	121155	Bluefish, Spiny Dogfish, NE Multi, Lobster A1, Monkfish E, Skate, Squid	Coastal Lobster
William Skrobacz	123717	Bluefish, Spiny Dogfish, Herring, Lobster 1 & A1, Monkfish D, NE Multi, Red Crab, Skate, Squid, Tilefish, Mackerel	Offshore Lobster
F/V Allison Carol	115856	Bluefish, Spiny Dogfish, Summer Flounder, Lobster A1, Monkfish D, NE Multi, Squid, Mackerel	Coastal Lobster
Chadwick Fish Lobster LLC		Bluefish, Spiny Dog, Herring, Lobster 1, Monkfish E, NE Multi, Red Crab, Skate, Squid/Butterfish, Mackerel, Tilefish	
Douglas L. Germain	121338	Bluefish, Spiny Dogfish, Herring, Lobster 1, Monkfish E, NE Multi, Skate	Coastal Lobster
Homarus Americanus Inc	240355	Bluefish, Spiny Dogfish, Herring, Scallop, Lobster non-trap, 1, Monkfish C, NE Multi, Quahog, Clam, Squid/Butterfish, Mackerel	Coastal Lobster
Island Queen Fishing Corp.		Bluefish, Spiny Dogfish, Herring, Lobster 1 & A1, Monkfish E, NE Multi, Squid, Mackerel	
JAS Fisheries Inc.	230139	Bluefish, Spiny Dogfish, Herring, Lobster non-trap & 1, Monkfish D, Skate, Squid/Butterfish, Tilefish, Mackerel	Rod & Reel, Offshore Lobster
F/V Sasquatch, Inc	127576	Bluefish, Spiny Dogfish, Lobster 1, Monkfish D, NE Multi, Skate, Squid, Mackerel	Offshore Lobster
Richard E. Burgess	149719	Bluefish, Spiny Dogfish, Herring, Lobster 1 & A1, Monkfish D, NE Multi, Skate, Squid, Mackerel	
Island Queen Fishing Corp.		Bluefish, Black Sea Bass, Spiny Dogfish, Herring, Monkfish E, NE Multi, Red Crab, Scup, Skate, Tilefish, Mackerel, Squid	

Sector Member	Federal Permit #	Federal Permits	State Permits
Ashley & Anthony Fisheries Inc		Bluefish, Spiny Dogfish, Herring, Lobster 1, A1, AOC & A2, Monkfish C, NE Multi, Red Crab, Scup, Skate, Squid, Tilefish	Offshore Lobster Non-Trap
Santapaola Fisheries Inc.	110688	Bluefish, Herring, Spiny Dogfish, Lobster non trap & 1, Monkfish E, NE Multi, Skate, Squid/Butterfish, Mackerel	Offshore Lobster, Northern Shrimp
Scotia Boat Too, LLC		Bluefish, Dogfish, Lobster 1 & A1, Monkfish D, NE Multi, Quahog, Red Crab, Clam, Skate, Squid, Tilefish, Mackerel	Offshore Lobster
F/V Carol Ann	220748	Bluefish, Spiny Dogfish, Lobster A1, NE Multi, Skate, Squid, Mackerel	Coastal Lobster
Philip A. Powell		Bluefish, Spiny Dogfish, Herring, Lobster 1, A1 & AOC, Monkfish E, NE Multi, Red Crab, Skate, Squid, Mackerel, Tilefish	
A & J Fisheries Inc		Bluefish, Dogfish, Herring, Scallop, Monkfish D, NE Multi, Red Crab, Skate, Squid/Butterfish, Mackerel, Tilefish	Seasonal Lobster, Coastal Lobster, Boat 0-59 Ft
Janel Leigh Inc.	241144	Bluefish, Spiny Dogfish, Herring, Lobster A1, NE Multi, Tilefish	Coastal Lobster
Scott O Swicker		Lobster, NE Multi, Quahog, Clam	None
White Wave, LLC	232312	Bluefish, Spiny Dogfish, Lobster 1, A1, A2 & AOC, Monkfish C, NE Multi, Scup, Skate, Squid, Mackerel	None
Sundance Fisheries	149334	Bluefish, Spiny Dogfish, Herring, Lobster non trap & 1, Monkfish D, NE Multi, Skate, Tilefish	Coastal Lobster, Boat 0-59 Ft
David Jewell	212924	Bluefish, Spiny Dogfish, Lobster A1, Monkfish E, NE Multi, Mackerel, Quahog, Clam	Coastal Lobster

Sector Member	Federal Permit #	Federal Permits	State Permits
A & J Fisheries Inc		Bluefish, Black Sea Bass, Spiny Dogfish, Herring, Scallop, Lobster non trap, 1, 2, & Outer Cape, Monkfish D, NE Multi, Skate, Scup, Tilefish, Squid/Butterfish, Mackerel	Coastal Lobster
Matthew G. Cooney	118832	Bluefish, Spiny Dogfish, NE Multi, Skate	Coastal Lobster
Wood Fisheries Inc	223397	Bluefish, Spiny Dogfish, Herring, Monkfish E, NE Multi, Quahog, Clam, Skate, Crab, Tilefish	Offshore Lobster
Richard E. Burgess	150275	Bluefish, Spiny Dogfish, Herring, Lobster 1 & A1, Monkfish E, NE Multi, Red Crab, Skate, Squid, Mackerel, Tilefish	
Catherine F Lobster Co. Inc	240441	Bluefish, Spiny Dogfish, Herring, Scallop, Lobster 1 & A1, Monkfish D, NE Multi, Skate, Squid, Mackerel	Coastal Lobster, Boat 0-59 Ft
Arthur H Sawyer Jr	124061	Bluefish, Spiny Dogfish, Herring, Lobster, Monkfish E, NE Multi, Skate, Atlantic Mackerel	Coastal Lobster
Michael T. Frontiero		Bluefish, Black Sea Bass, Spiny Dogfish, Herring, Monkfish E, NE Multi, Red Crab, Skate, Tilefish, Mackerel, Squid	None
John Greenleaf	115998	Bluefish, Black Sea Bass, Spiny Dogfish, Summer Flounder, Herring, Scallop, Monkfish E, NE Multi, Skate, Squid/Butterfish, Mackerel	Boat 0-59 Ft
Edward E. Smith		Bluefish, Spiny Dogfish, Herring, Monkfish E, NE Multi, Skate, Mackerel	
Island Queen Fishing Corp.	211652	Bluefish, Spiny Dogfish, Herring, Monkfish E, NE Multi, Red Crab, Skate, Squid, Tilefish, Mackerel	
Robert J Edwards	221275	Bluefish, Black Sea Bass, Summer Flounder, Herring, Lobster 1, Monkfish E, NE Multi, Quahog, Red Crab, Scup, Clam, Squid, Mackerel, Tilefish, Butterfish	None
Brian Higgins	223677	Bluefish, Spiny Dogfish, Herring, Lobster 1, NE Multi, Skate, HMS	Coastal Lobster

Sector Member	Federal Permit #	Federal Permits	State Permits
Edward E. Smith		Spiny Dogfish, Lobster A1, Monkfish E, NE Multi, Skate	
Chadwick Fish Lobster LLC	114880	Bluefish, Herring, Lobster non trap, 1, outercape, Monkfish E, NE Multi, Red Crab, Skate, Squid/Butterfish, Mackerel, Tilefish	Offshore Lobster, Offshore Lobster Non-Trap
Thomas Lupo		Bluefish, Lobster 1 & A1, NE Multi, Squid, Mackerel	
Catherine F Lobster Co. Inc		Bluefish, Spiny Dog, Herring, Monk E, NE Multi (HA), Skate, Squid, Mackerel	

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EXHIBIT E

NEFS III Penalty Schedule			
VIOLATION REGARDING REPORTING, DOCUMENTATION REQUIREMENTS:			
VIOLATION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
All violations including but not limited to: providing false statements or supporting documentation on applications or reports to the Sector; late reporting or non-reporting; unreasonable interference with onboard data collectors; failing to participate in Sector Catch Monitoring Programs; (technical and minor violations may result in a letter of warning).	Written Warning or up to \$5000.00	Written Warning and up to \$7,500.00.	Written Warning and up to \$10,000.00 and/or stop fishing order.
VIOLATION REGARDING EXEMPTION PERMIT REQUIREMENTS			
All violations including but not limited to: failure to comply with a permit condition/restriction/letter of authorization issued to Sector Vessels by the Regional Administrator; or failure to comply with VMS/DAS requirements. (Technical and minor violations may result in a letter of warning).	Written Warning or up to \$10,000.00	Written Warning and \$10,000.00-\$50,000.00.	Written Warning and up to \$100,000.00 and/or stop fishing order.
VIOLATION REGARDING TIME/AREA/GEAR RESTRICTIONS			
All violations including but not limited to: exemption areas, closed fisheries, closed season, restricted gear/management areas. (Technical and minor violations may result in a letter of warning).	Written Warning or up to \$20,000.00	Written Warning and \$20,000.00-\$50,000.00.	Written Warning and up to \$100,000.00 and/or expulsion.
VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK			
All violations including but not limited to a violation of a stop fishing order, fishing in a closed area, transfer of fish from non-sector vessel to a sector vessel, transfer of fish from sector vessel to a non-sector vessel; subverting the reporting requirements or any other action so egregious that it would severely jeopardize the Sectors existing and future authorization(s).	Written Warning and up to \$50,000.00 or stop fishing order.	Stop fishing order or Expulsion.	Expulsion.

1 **Exhibit F:**

2 **Administrative Provisions Addendum:**

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

7 **SECTOR OPERATIONS PLAN AND AGREEMENT**

8 1. Sector Name.

9 2. Sector Eligibility and Membership.

10 4. Sector Allocation and Exemptions.

11 5. Distribution of Sector ACE.

12 6. Sector Manager and Registered Agent.

13 6.1 Communication with Sector.

14 7. Consolidation Plan.

15 7.1 Harvest Share Reserve.

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

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

24 7.3 Harvest Share Transfer.

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

6 7.5 Re-direction of Effort.

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

8 7.7 Consolidation and Redistribution of ACE:

9 8. Release of Catch Data.

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

13 10. Breach and Remedies for Breach.

14 10.1 Liquidated Damages Schedule and Schedule Amendments.

15 10.2 Enforcement Committee.

16 10.3 Liquidated Damages Base Value and Multiplier Adoption.

17 10.4 Liquidated Damages Calculation.

18 10.5 Notice to Vessel Masters; Assumption of Liability.

19 10.6 Liquidated Damages Security.

20 10.7 Manager Action in Response to Apparent Breach.

21 10.8 Member Appeals.

22 10.9 Voluntary Compliance.

23 10.11 Consequential Damages for Gross Negligence or Willful Misconduct.

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

10

11

EXHIBIT A - HARVESTING RULES

12

2. QUOTA MANAGEMENT:

13

3. RESERVE:

14

4. SLOWING CATCH:

15

7.1 INSHORE GULF OF MAINE DECLARATION

16

12. CATCH REPORTS:

17

18. RESERVED FOR FUTURE USE:

18

19. DATA MANAGEMENT:

19

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

20

21

22

22.1 USE OF MONITORING SERVICES:

23

22.3 ADDITIONAL COVERAGE

24

23. AT SEA MONITORING PROGRAM GOALS AND OBJECTIVES

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

1 Exhibit G: EXPLANATORY ADDENDUM

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

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

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

1

Exhibit H: INFORMATIONAL ADDENDUM

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

4

Sector Communications Contacts					Mailing Address			
Name	Title	Responsibility	Email	Phone	Street 1	City	State	Zip
John Montgomery	Manager	Day-to-Day Sector Operations	nfsiii@gmail.com	9784918004	10 Witham St	Gloucester		
Elizabeth Etrie	Program Director, Northeast Sector Service Network	Data Management i.e. questions regarding software systems utilized by Sector for Weekly Report Computation	Libby.Etrie@gmail.com	(978) 491-1848	85 Eastern Ave. Suite 104	Gloucester	MA	01930
John Montgomery	Manager	Reporting i.e. vessel reporting requirements involving sector trips.	nfsiii@gmail.com	9784918004	10 Witham St	Gloucester		
Jackie Odell	Executive Director, Northeast Seafood Coalition	Policy	jackie_odell@yahoo.com	(978) 283-9992	4 Parker Street, Flr 2	Gloucester	MA	01930
John Montgomery OR Owner of F/V	Manager OR Owner of F/V	Sector Specific Research; Fishing Vessel specific research is vessel specific, contact vessel	nfsiii@gmail.com	9784918004	10 Witham St	Gloucester		
John Montgomery	Manager	Sector Specific Outreach	nfsiii@gmail.com	9784918004	10 Witham St	Gloucester		

1

EXHIBIT I: FY 2016 (MAY 1, 2016-APRIL 30, 2017) Operations Plan Updates

2

[To be completed in accordance with NMFS schedule for year two, FY 2016 (May 1, 2016 – April 30,

3

2017) of the Sectors Bi-Annual Operations Plan and Agreement]

1 **Exhibit J: ASM Provisions**

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

7 **1.1 RANDOMIZED SELECTION OF COVERAGE PROCESS:** The Sector and ASM provider
8 acknowledge that NMFS will continue to operate the Pre-trip Notification System (PTNS)
9 to make selection for NEFOP (NMFS funded program) and ASM (Industry funded program).
10 The Sector will work with their ASM Provider(s) to insure that the selection process that is
11 fair and equitable, distributed in a statistically random manner and representative of the
12 fishing activities and operations of all vessels within the Sector throughout the fishing
13 year.

14 **1.2 DATA COLLECTION & AT-SEA MONITORS:** The Service Provider must ensure that all At-Sea
15 Monitors are trained and equipped in accordance with NEFSC/NMFS standards. At-Sea
16 Monitors (“ASM”) primary responsibility is to collect accurate actual weights on the
17 discard portion of the catch, as well as accounting for all catch (kept and discarded) on
18 each tow/haul. Data collected by the ASM will be used to quantify the discards that occur
19 on that trip. This data will also be used to estimate the discards that occur by sector vessel
20 trips that were not selected to take an ASM. The ASM will be responsible for describing
21 various aspects of the gear(s) and recording the catch composition and corresponding
22 weights on a haul by haul basis. The specific data fields to be observed and methods
23 used to collect the data are detailed in the training and published in an At-Sea Monitoring
24 Manual by NMFS. Any additional data collection requests or procedures not directly
25 related to the purpose of this program i.e. catch verification and discard information must
26 be agreed upon by the Sector and the Provider(s) prior to implementation. All data must
27 be reported electronically in a standard acceptable form from the At-Sea Monitor to the
28 Sector and NMFS within 48 hours of completion of the trip. The Sector notes that for FY
29 2015, NMFS via the NEFSC will be reviewing data submitted by ASM for quality assurance
30 and will be computing and producing both the assumed discard rates and observed
31 discard data for the Sector to use in its reports as accessible on SIMMs. In addition to the
32 specific data fields and data collection methods specified by the NMFS at-Sea Monitoring
33 Manual and training; the Sector may from time to time working with their contracted
34 Service Provider request additional data be collected, which would be approved by NMFS
35 as required. This data if collected will be transmitted to the Sector within 48 hours upon
36 completion of the trip in a manner agreed upon between the Sector and their Service
37 Provider.
38

39 **1.3 VESSEL OPERATIONS:**

40 **1.3.1 PRE-TRIP NOTIFICATION:** Sector Vessels will continue to comply with the 48
41 hour pre-trip notification System (PTNS) for deployment of NEFOP Observers and
42 at-sea monitors. Acceptable notification methods are internet, phone or email. The
43 Sector’s identified ASM Provider(s) shall be provided with a full list of all pre-trip
44 notifications
45

1 **1.4 AT-SEA MONITOR SELECTION PROCESS:** A determination will be made **immediately** after
2 completing a Pre-Trip Notification whether the trip in question has been preliminarily
3 selected for a NEFOP Observer. As explained by Northeast Fishery Observer Program Staff,
4 the PTNS immediately determines whether a trip has been preliminarily selected for NEFOP
5 coverage. If a trip is preliminarily selected, NEFOP Providers have twelve hours to
6 determine whether they can deploy a NEFOP observer. Therefore, if the PTNS immediately
7 determines that the trip is not preliminarily selected for a NEFOP Observer, the PTNS
8 notification and all corresponding details will **immediately** be forwarded to the Sectors
9 ASM Provider(s). If the trip in question is preliminarily selected for a NEFOP Observer, the
10 NEFOP Program protocol will be followed and the Vessel will be notified in accordance to
11 the process of this program. Additionally, the ASM Provider(s) will be notified **immediately**
12 of this preliminary selection for NEFOP coverage and a waiver from ASM will be provided.
13

14 **1.4.1 NOTIFICATION OF SELECTION/WAIVER FROM ASM:**

15 A. Trips Not Selected for Coverage:

- 16
- 17 i. Trip Boats: A Vessel that has completed their pre-trip notification for
18 trips which will be 48 hours or longer will be notified **immediately** upon
19 completing their pre-trip notification, if not preliminarily selected for a
20 NEFOP Observer, whether the trip has been preliminarily selected for an
21 At-Sea Monitor. If the trip has been selected for an ASM the Vessel will
22 work with the Provider(s) on all details pertaining to the trip and may
23 set sail at any time as long as an ASM is onboard or a subsequent waiver
24 has been granted. If the trip has not been preliminarily selected for an
25 ASM the vessel may set sail at any time up to the estimated departure
26 date and time provided in their pre-trip notification.
27
- 28 ii. Day-Boats: Vessels that have completed their pre-trip notification for
29 trips less than 48 hours, with potential sale dates up to 9 days in
30 advance will be notified 24 hours in advance of sailing if a NEFOP or At-
31 Sea Monitor will be onboard. Upon notification that neither a NEFOP
32 nor At-Sea Monitor will be assigned, the vessel may set sail at any time
33 up to the estimated departure time provided in their pre-trip
34 notification for the trip occurring within 24 hours of notification.
35

36 B. Trips Selected for Coverage: If a vessel is selected for coverage, they will be
37 notified by either a NEFOP service provider or their Sectors ASM Provider no
38 later than 24 hours of receiving notification.
39

- 40 i. NEFOP: NEFOP Observers take precedence over all other monitors. If
41 the trip is selected for a NEFOP observer, the vessel shall follow all
42 NEFOP protocols and requirements.
43
- 44 ii. At-Sea Monitoring: If the trip is selected for coverage under the ASM
45 Program, Vessels shall follow all appropriate Sector ASM Program
46 protocols and processes as outlined in this section. Sector Vessels

1 selected for ASM coverage are not allowed to set sail until the ASM
2 arrives and is onboard or a waiver is granted by the ASM Provider(s).

- 3
- 4 iii. Delays: If a vessel must delay a multi-day trip sail date, and has been
5 selected for an ASM, the vessel must notify their ASM Provider(s) &
6 Sector Manager immediately. Trips greater than 48 hours, may delay
7 their sail date/time up to 48 hours from the estimated sail date and
8 time provided in their Pre-Trip notification, provided that an ASM is still
9 available to sail on that trip or a waiver is granted.
- 10
- 11 iv. Cancellations: If a Sector Vessel is selected for ASM Coverage and must
12 cancel their trip, the Vessel will be automatically selected for ASM
13 Coverage on their next notified trip, or the next time an ASM is available
14 for coverage.
- 15
- 16 v. Notification of Delays or Cancellations: The Sectors ASM Provider(s) will
17 notify the PTNS coordinator & the Sector Manager of any trip delays,
18 cancellations, or waivers within 24 hours via email within 24 hours of
19 such notification.
- 20
- 21 vi. Cancellations of Trips where an ASM is already present at Port of Sail: In
22 the event a Sector Vessel which was selected for ASM cancels the trip
23 and the ASM is already at the specified location ready to sail the ASM
24 may board another Vessel in this Sector, regardless of Waivers already
25 provided, that is departing from the port on a Sector trip. The ASM will
26 notify its employer immediately, and the Service Provider will notify the
27 PTNS Coordinator and Sector Manager of the change in vessel coverage.
- 28
- 29

30 **1.5 AT-SEA MONITORING OPERATIONAL STANDARDS:**

31 **1.5.1 Safety Requirements:** Prior to setting sail the Operator of the Sector Vessel shall
32 detail and identify any vessel safety operating procedures and other important
33 information to the assigned ASM. The Sector Member acknowledges that an ASM
34 must complete a pre-trip vessel safety checklist as provided by NMFS prior to
35 leaving port. An ASM cannot be deployed on a vessel that has failed to review the
36 safety issues, and such vessel is prohibited from leaving port without the ASM on
37 board (unless a waiver is granted). For the safety of the vessels captain, crew and
38 the ASM; the ASM will not be allowed on deck any time that gear is being deployed.

39

40 The Sector and its Members note that each ASM must be provided with all the
41 equipment specified by the NEFOP. It is the responsibility of the individual ASM and
42 its employer to ensure that all equipment is in good working order and brought to
43 the vessel at the agreed upon time prior to sailing.

44 **1.6 WAIVERS:**

45 **1.6.1 Late At-Sea Monitor:** In the event that an ASM fails to arrive at the scheduled sail

1 time and/or place; the Vessel Captain must call their Providers Program Manager,
2 prior to setting sail. The Providers Program Manager will verify that proper trip
3 information was reported. Additionally, the Program Manager may issue a verbal
4 waiver to the Captain relieving the vessel of its ASM obligation for the trip in
5 question. Immediately upon issuing a verbal waiver the Program Manager must
6 notify the Sector Manager, PTNS Coordinator and the Vessel (if requested) in
7 writing that the trip was granted a waiver due to a later ASM.

8 **1.6.2 Late NEFOP Observer:** In the event that a NEFOP Observer fails to arrive at the
9 scheduled sail time and/or place; the Vessel my contact the PTNS Coordinator to
10 obtain a waiver prior to sailing.
11

12 **1.7 ELECTRONIC MONITORING** The Sector reserves the right to modify/update their At-Sea
13 Monitoring Program in the event that Electronic Monitoring (EM) is approved by the
14 Agency during the fishing year upon the discretion of the Sectors Board of Directors. Upon
15 approval by the Agency and subsequently the Sectors Board of Directors, EM may be
16 adopted by some or all Sector Vessels in accordance with EM standards.

17 **2.0 NOAA FISHERIES DESIGNED ASM PROGRAM:**

18 **C.1. BACKGROUND OVERVIEW**

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

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

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

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

- 1 • Recover protected species
- 2 • Rebuild and maintain sustainable fisheries.

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

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

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

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

31 Every sector should equally be covered at 25% (17% by At-Sea Monitors and 8% by NEFOP
32 observers). The coverage rates apply to the seaday level. At-Sea Monitors will be systematically
33 assigned by NMFS to a vessel to ensure the coverage is fair and even. Several types of fishing gear may
34 be used: longline, trawl, and gillnet. A monitored trip must be a trip where landings of groundfish occur
35 (a “groundfish”, “skate” or “monkfish” trip as defined in Amendment 16). Coverage levels will be in
36 terms of number of seadays. At-Sea Monitoring standards will be consistent with the final regulations
37 implemented under Amendment 16, unless further specified by NMFS. As described in the rule,

1 Northeast Fisheries Observer Program (ASM) observers take precedence over At-Sea Monitors for vessel
2 placement when deployments overlap.

3 C.2. AT-SEA MONITOR PROGRAM OBJECTIVES

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

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

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

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

30 C.3. SCOPE AND OUTCOMES

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

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

38 C.3.1. Policies and Regulations

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

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

24
25 C.4. PERFORMANCE WORK STATEMENT

26 The contractor shall meet all requirements of the SOW.

27 C.4.1. Management Requirements

28 C.4.1.1. Project Management

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

38 C.4.1.2. Project Manager

39 The contractor shall assign a Project Manager to be the focal point for communications between NMFS
40 and the contractor. The assigned Project Manager shall be designated as Key Personnel for this contract

1 (per Section H.7). Ensure that all key personnel attend any refresher trainings for At-Sea Monitors. For
2 a specific job description see Section J, Attachment 2, Labor Category Classifications and Job
3 Descriptions.

4 C.4.1.3. Coordinators

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

10 C.4.1.4. Management Reporting and Coordination

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

15 C.4.1.5. Performance Measures

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

17 C.4.2. Operational Requirements

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

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

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

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

32 C.4.2.2. Eligibility Requirements

33 C.4.2.2.1. Educational Qualifications

34 Collecting marine fisheries data during fishing activities requires speed and accuracy. At-Sea Monitors
35 must possess the minimum educational and experience requirements and specific psychological and

1 physical qualities cited in the Minimum At-Sea Monitor Qualifications for educational requirements
2 (Section J, Attachment 3, NMFS At-Sea Monitor Eligibility Requirements).

3 C.4.2.2.2. Non-Conflict of Interest

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

5 C.4.2.2.3. Physical/Medical Condition

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

7 C.4.2.2.4. Communication Skills

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

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

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

13 C.4.2.2.6. Statement of No Criminal Conviction

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

15 C.4.2.2.7. CPR and First Aid Requirements

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

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

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

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

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

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

- 1 ii. Observer/At-Sea Monitors shall collect data on fishing effort, location, retained catch and
2 discarded catch for each gear deployment that occurs while the observer/At-Sea Monitor is aboard the
3 vessel. The At-Sea Monitor Sampling Manual describes data collection protocols for gear deployment
4 that the observer/At-Sea Monitor sees as well as those not observed.
- 5 iii. Observer/At-Sea Monitors shall collect length samples from segments of the catch.
6 Observer/At-Sea Monitor protocols, priorities, and data/sample collection procedures are detailed in
7 the At-Sea Monitor Manual.
- 8 iv. Observer/At-Sea Monitors shall collect information on any incidentally captured sea turtles,
9 including, but not limited to, location of take, biopsies, measurements, photos, and any other
10 information. Observer/At-Sea Monitors shall also collect information on any marine mammals or other
11 protected species interactions. When protected species are caught, the primary responsibility of the
12 observer/At-Sea Monitor shall be to handle and release the protected species.
- 13 v. Observers shall participate in all training, briefings and debriefings as required by the COTR.
14 Observer/At-Sea Monitors shall participate in port orientations, if offered by NMFS and requested by
15 the COTR (Section B – Supplies or Services and Prices/Costs Training CLIN 0003, 1003, and CLIN 2003.
16 Debriefing of the observer/At-Sea Monitor ensures that the data are complete and as accurate as
17 possible before computer audits are run. Debriefing also provides immediate feedback to the
18 observer/At-Sea Monitor in the field and errors can be corrected immediately. Debriefings shall occur
19 on a regular basis and as frequently as possible either by email, phone or in person. Debriefings shall
20 consist of but are not limited to:
- 21 1) Reviewing sampling methods and answering observer/At-Sea Monitor questions;
22 2) Reviewing preliminary data;
23 3) Correcting any data errors;
24 4) Reviewing any other past errors or changes in sampling techniques or recorded on forms;
25 5) Reviewing any logistical problems or concerns encountered by the observer/At-Sea Monitor;
26 and
27 6) Testing observer/At-Sea Monitor ability to adhere to sampling protocols
28 7) Checking gear calibration
29 8) Providing the observer/At-Sea Monitor with any updates on modifications to sampling
30 procedures or other program information.
- 31 vi. Observer/At-Sea Monitors who encounter captains or vessels' owners operating in fisheries
32 requiring mandatory observer/At-Sea Monitor coverage that refuses to accept the observer/At-Sea
33 Monitor on their vessel for deployments shall provide documentation of the refusal to NMFS. This
34 documentation shall be provided via e-mail or hard copy to the Branch Chief of the Fisheries Sampling
35 Branch on the day of the event. This documentation shall be of sufficient substance and detail to be
36 usable for NMFS enforcement actions. Narrative shall be provided to completely answer the following
37 guideline questions: who, what, when, and where. This shall be reported on the Incident Report Form
38 (Section J, Attachment 8, Incident Report Form).
- 39 vii. Observer/At-Sea Monitors may be asked to perform various program support tasks (industry
40 outreach activities, industry meetings, observer/At-Sea Monitor training sessions, port orientations,
41 reconnaissance, other research project needs, etc.). Each observer/At-Sea Monitor should attend at
42 least one (1) Fishery Council Meeting each year in their assigned area. The contractor shall invoice NMFS
43 separately for these hourly costs in Section B Supplies or Services and Prices/Costs Hourly Rate

1 observer/At-Sea Monitor CLINS 0004, 1004 and 2004, and travel costs in Section B Supplies or Services
2 and Prices/Costs Travel CLINS 0002, 1002, and 2002.

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

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

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

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

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

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

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

17 C.4.2.3.1. Data Deliverables

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

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

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

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

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

1 C.4.2.3.2. At-Sea Monitor Communication

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

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

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

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

22 C.4.3. At-Sea Monitor Support Services

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

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

27 C.4.3.2. Training and Debriefings

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

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

37 At-Sea Monitor candidates shall undergo an initial 2-week certification training session with NMFS. A
38 series of tests will be administered during this training that candidates must pass prior to certification.

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

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

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

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

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

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

30
31 The contractor shall submit to NMFS, at least 7 calendar days before the beginning of the training, the
32 following information as referenced in Section F.5.12:

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

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

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

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

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

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

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

39 Key personnel will be expected to attend any other periodic NMFS required trainings related to the ASM
40 program that could impact At-Sea Monitor protocols, such as program manual update trainings or
41 changes to the Pre-Trip Notification System. One key personnel is required per all trainings, however,
42 NMFS encourages all available staff attend periodic trainings that relate to changes in the ASM program

1 or sampling protocols for their own education. A key personnel is required to attend two days per week
2 of each training and all the days of refresher training.

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

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

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

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

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

27 The contractor shall make At-Sea Monitors available to NMFS (Enforcement and FSB staff) for the
28 purposes of routine debriefings, requested meetings regarding data quality issues, investigating
29 circumstances of alleged refusals by vessels to take an At-Sea Monitor or other violations of the
30 Magnuson-Stevens Fishery Conservation Act (MSA), Marine Mammal Protection Act (MMPA), or the
31 Endangered Species Act (ESA) recorded by the At-Sea Monitor in the course of his/her duties (Section B
32 Supplies or Services and Prices/Costs Training CLINS 0003, 1003 and 2003) and hourly wages associated
33 with the training (Section B Supplies or Services and Prices/Costs Hourly Rate At-Sea Monitor CLINS
34 0004, 1004 and 2004). All At-Sea Monitors shall call their editor/debriefer prior to making a trip in a
35 fishery or program covered for the first time.

36 C.4.3.3. Data Quality Control

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

39 The overall goal of quality control is to ensure the effectiveness and efficiency of collection efforts as
40 well as the quality of data collected. Data quality is of utmost importance. As such the contractor shall

1 ensure the highest quality in data collected by its At-Sea Monitors. NMFS will provide a data quality
2 rating of At-Sea Monitors to the provider on a bi-annual basis (Section J, Attachment 19, Data Quality
3 Rating). The contractor shall use the data quality rating of At-Sea Monitors in their Quality Assurance
4 Plan (F.5.3).

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

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

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

17 C.4.3.5. Travel and Lodging

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

22 Travel costs are reimbursable and are intended to include costs associated with At-Sea Monitor travel to
23 and from vessels and to and from the port if the At-Sea Monitor travels greater than fifty (50) miles, one
24 way, from their primary port (Section B Supplies or Services and Prices/Costs CLINS 0002, 1002, and
25 2002.

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

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

33 C.4.3.6. Vessel Selection

34 The contractor shall strictly adhere to all sampling design requirements specified for the Northeast
35 Fisheries At-Sea Monitor Program (ASM). NMFS will provide the contractor with a set of specific
36 guidelines regarding vessel selection and placement considerations by various fisheries. The contractor
37 shall make contact with vessels selected either by NMFS to arrange for At-Sea Monitor coverage and
38 deployment scheduling as necessary. When the contractor/At-Sea Monitor makes initial contact with
39 the vessel, the contractor/At-Sea Monitor shall verify with the captain that he has sufficient life raft

1 capacity for an additional person (At-Sea Monitor). If not, the contractor shall immediately attempt to
2 have one of the NMFS issued valise life rafts available for the At-Sea Monitor for that trip. If one is not
3 available, and the captain still intends to sail without the At-Sea Monitor, an SDR shall be issued to the
4 captain of the vessel (Section J, Attachment 22, Safety Deficiency Report). The contractor shall assign
5 At-Sea Monitors to vessels without regard to preference expressed by vessel owners or operators with
6 respect to At-Sea Monitor race, gender, age, religion, or sexual orientation nor shall the contractor
7 consider At-Sea Monitor's expressed preference. The contractor shall not assign At-Sea Monitors who
8 are showing symptoms of illness or who may be contagious. In the event that an At-Sea Monitor falls
9 severely ill or injured at sea, and the vessel must prematurely cease fishing to return the At-Sea Monitor
10 to port, the contractor shall propose a plan on how to work out a fair reimbursement for the vessel's
11 fuel expenses.

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

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

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

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

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

1 Cost Reimbursement is authorized for At-Sea Monitors for the time associated with a “cancellation” in
2 instances where trips are cancelled at the dock or when an at-sea monitor is en route to the vessel and
3 cancellations occurs. The maximum amount of time for a cancellation is up to 2.5 hours. Travel to and
4 from the site and per diem are not included unless conditions in C.4.3.5 are met. Any costs billed for a
5 “Cancellation” will be billed against CLINS 0004, 1004 and 2004. A travel voucher (Section J, Attachment
6 21, At-Sea Monitor Travel Voucher) is required for proper reimbursement.

7 C.4.3.7. Safety Requirements

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

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

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

25 C.4.3.8. Communication

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

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

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

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

39 C.4.3.9. Notification of Potential Infractions

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

11 C.4.3.10. Vessel Operations and Working Conditions

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

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

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

29 C.4.3.11. Data Quality

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

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

35 The contractor shall interact with vessels which have carried At-Sea Monitors. They shall interview the
36 captain; using NMFS issued workbooks with a pre-determined set of questions (Section J, Attachment
37 25, Captain Interview Questions), and determine if the At-Sea Monitor performed his/her job in a
38 professional manner and carried out all required tasks. Unless otherwise instructed by NMFS, a random
39 selection of 10% of each At-Sea Monitor's trips each quarter will have follow-up interviews. Format

1 questions will be provided by NMFS. Trip Interview Reports will be provided to NMFS electronically
2 within two working days of the interview as referenced in Section F.5.16. The contractor shall report, in
3 writing to the COTR, all complaints made by the industry regarding At-Sea Monitor activities, as well as
4 any At-Sea Monitor injuries aboard vessels or on docks to NMFS.

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

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

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

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

25 C.4.3.13. Contractor Standards of Conduct

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

30 C.4.3.14. At-Sea Monitor Termination Documentation

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

36 C.4.3.15. Emergency Action Plan

37 The contractor shall institute an Emergency Action Plan that documents what they will do in the case of
38 an emergency. The purpose of an Emergency Action Plan is to facilitate and organize employer and
39 employee actions during workplace emergencies. Well developed emergency plans and proper

1 employee training (such that employees understand their roles and responsibilities within the plan) will
2 result in fewer and less severe employee injuries. The contractor shall provide NMFS with a copy of
3 their Emergency Action plan as referenced in Section F.5.27.

4 C.4.3.16. Quality Assurance Plan

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

10 C.5. PERFORMANCE MONITORING

11 C.5.1. Quality Assurance Surveillance Plan

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

13 C.6. SECURITY RISK LEVEL DESIGNATIONS

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

15 LABOR CATEGORY SECURITY RISK

16 Program Manager Low

17 Coordinator Low

18 Observer I, II, III Low

19 Investigation Packages

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

- 24 • 0 – 30 days = Security Worksheet, Finger Print Cards (FD 258 Cards)
- 25 • 31 – 179 days = Security Worksheet, SAC Form (OFI Form 86C), Finger Print Cards (FD 258 Cards)
- 26 • 180 or greater days = EQIP Package
 - 27 o Security Worksheet
 - 28 o Electronic Questionnaire (filled out after applicant has been placed in EQIP)
 - 29 o EQIP Signature pages (generated after applicant has completed Questionnaire in EQIP)
 - 30 o Declaration for Federal Employment (Optional Form 306)
 - 31 o Finger Print Cards (FD 258 Cards)

- 1 o Fair Credit Reporting Form (filled out based on position sensitivity)
- 2 Foreign National (FN) Information (must be submitted along with Investigation Packages)
- 3 Foreign Nationals is anyone who is a non-U.S. citizen or non-green card holder (aka permanent resident
- 4 card). Foreign Nationals fall into two categories: Visitors or Guests. Visitors are personnel onsite for up
- 5 to 3 days; or whom will be attending a conference, workshop, or training (which can go up to 5 days).
- 6 Guests are personnel who will be onsite over 3 days and who do not fall into the 5 day category listed
- 7 above. All Foreign National Visitor/Guests information must be submitted through the Foreign National
- 8 Registration System (FNRS) by NMFS.
- 9 C.7. CLAUSES INCORPORATED BY REFERENCE
- 10 C.7.1. CAR 1352.237-71 SECURITY PROCESSING REQUIREMENTS—LOW RISK CONTRACTS (APR
- 11 2010)(Reference 48 CFR 1337.110-70)(c))
- 12 C.7.2. CAR 1352.237-73 FOREIGN NATIONAL VISITOR AND GUEST ACCESS TO DEPARTMENTAL
- 13 RESOURCES (APR 2010) (Reference 48 CFR 1337.110-70)(e))

