

**GB Cod Fixed Gear Sector  
Fishing Year 2023 & 2024  
Operations Plan and Agreement**

*Submitted May 1, 2023*

This OPERATIONS PLAN AND AGREEMENT (this “Agreement”) is entered into as of this 1<sup>st</sup> day of May 2023 by and among the permit owners listed on the signature pages hereto and any other permit owners that are admitted pursuant to the terms of this Agreement (each, a “Member” and, collectively, the “Members”).

**RECITALS**

**WHEREAS**, under Amendment 13 to the Northeast Multispecies Fishery Management Plan (such amendment shall hereinafter be referred to as “Amendment 13” and the plan shall be referred to as the “Plan”), and the regulations promulgated thereunder, a self-selecting co-operative, or “sector,” of fishermen is authorized to submit to the New England Fishery Management Council (the “Council”) a proposal for the allocation of catch or effort of a regulated groundfish species to such sector;

**WHEREAS**, on April 17, 2007, the Members formed a fishery sector through GB Cod Fixed Gear Sector Inc. (the “Sector”), for the purposes of establishing a legally responsible entity (i) to obtain an Annual Catch Entitlement (“ACE”) of Georges Bank (“GB”) cod from the NOAA Fisheries (“NMFS”), as authorized by Framework Adjustment 42, and to sub-allocate such ACE among the Members and/or their permits and vessels, (ii) to participate in Special Access Programs (“SAPs”) or other programs in closed areas to the extent that such SAPs or other programs are available to the Sector, and (iii) to take such actions as may be necessary to ensure that the Sector, its Members and their vessels conduct groundfish harvesting activities in compliance with the Plan, Amendment 13, the Magnuson-Stevens Fishery Conservation and Management Act (the “Act”), Framework Adjustment 42, and applicable regulations promulgated by NMFS;

**WHEREAS**, in connection with the formation of the Sector, the Members entered into that certain Operations Plan and Agreement, dated November 22, 2006 (the “Original Agreement”);

**WHEREAS**, on April 9, 2010, Amendment 16 to the Northeast Multispecies Fishery Management Plan (“Amendment 16”) authorized new sectors, the allocation of other groundfish stocks to all sectors, and additional exemptions from fishery management regulations; and

**WHEREAS**, the Members desire to amend and restate the Original Agreement to make certain adjustments thereto and to the Members’ obligations thereunder,

1 in order to incorporate changes promulgated by Amendment 16 and subsequent  
2 NMFS policies, and to account for the circumstances of the 2023 and 2024  
3 Fishing Years (“FY(s)”).  
4

5 **NOW, THEREFORE**, in consideration of the mutual agreements, covenants,  
6 rights and obligations set forth in this Agreement, the benefits to be derived  
7 therefrom and other good and valuable consideration, the receipt and sufficiency  
8 of which are hereby acknowledged, the parties hereto, intending to be legally  
9 bound hereby, agree as follows:  
10

## 11 12 **Article I. Representations and Warranties of the Members.** 13

14 As of the date hereof, each of the Members represents and warrants to the other  
15 Members and the Sector that:  
16

### 17 Section 1.01. **Sector Qualification.**

18 To be eligible and recognized, a sector must include three or more persons, none  
19 of whom have ownership interests in at least two other persons' vessels in the  
20 sector. Having an ownership interest in a permit/vessel includes, but is not  
21 limited to, persons or entities who are shareholders, officers, or partners, in a  
22 corporation owning a permit/vessel; who are partners to a permit/vessel owner;  
23 or who, in any way, partly own a permit/vessel. Other factors that may indicate  
24 ownership interest include whether a permit/vessel owner derives any financial  
25 benefit, or exercises any control over, another permit/vessel. NMFS interprets  
26 permit ownership as including permits in Confirmation of Permit History  
27 (“CPH”). The Sector's compliance with the ownership provision is included in  
28 Exhibit E.  
29

### 30 Section 1.02. **Eligibility.**

31 To be eligible for participation in the Sector each Member must have been issued  
32 a valid limited access multispecies permit with or without documented landings  
33 of regulated species between May 1, 1996, and April 30, 2007, which are the  
34 1996 through 2006 fishing years (such period of time shall hereinafter be  
35 referred to as the “Qualifying Period”). Those Sector permits that committed to  
36 either the Sector or the GB Cod Hook Sector by March 1, 2008 for the 2010 FY  
37 will qualify with landings of GB cod during FY 1996-FY 2001; all other Sector  
38 permits will qualify under the previously-described Qualifying Period. Each such  
39 permit which the Member intends to enroll in the Sector is listed below such  
40 Member’s name on the signature pages and Exhibit B hereto (each, a “Permit”).  
41 Notwithstanding the list of Participating Vessels set forth on the signature pages  
42 hereto, for purposes of this Agreement, “Participating Vessel” shall mean the  
43 vessel to which a Member’s Permit applies at any given time.  
44

### 45 46 Section 1.03. **Organization and Authority.**

Each Member (i) to the extent that it is an entity, is duly organized, validly existing and in good standing in its state of organization and (ii) has all authority, corporate or otherwise, to enter into this Agreement on its own behalf and on behalf of the Participating Vessels that it represents. This Agreement constitutes a legally valid and binding obligation of each Member, enforceable against such Member in accordance with its terms. Each of the Members represents that its Participating Vessel(s) and Permit(s) have no sanctions or other restrictions against them that would prevent such Participating Vessels and Permits from enrolling in the Sector and/or complying with the terms of this Agreement.

## **Article II. Membership.**

### **Section 2.01. Voluntary Membership.**

Participation in the Sector is completely voluntary among the Members, their Permits and the related Participating Vessels.

### **Section 2.02. Scope of Membership Obligations.**

The obligations of the Members set forth in this Agreement shall only apply to the Permits and Participating Vessels and not to any other permits or vessels owned by the Members that are not enrolled in the Sector pursuant to the terms hereof to the extent that such Permits or Participating Vessels are fishing commercially (i) with gear that is capable of harvesting regulated multispecies managed under the Plan. Notwithstanding the foregoing, each Member is required to provide the Manager with the information requested in Exhibit D, including but not limited to a list of all federal and state permits assigned to participating vessels. Sector Members, from time to time, may be permitted to participate in SAPs or any other pilot program, or to access any closures as authorized by NMFS. It may be necessary to expand the scope of the membership obligations hereunder, in order to ensure that the Sector and its Members are in compliance with the rules and regulations. Therefore, the Members hereby agree to execute any amendments or supplements to this Agreement, which may reasonably be requested by the Sector or the Sector Manager in order to comply with the rules and regulations, including, without limitation, any amendments or supplements that expand the scope of the membership obligations hereunder to apply to vessels and/or permits that are not enrolled in the Sector.

### **Section 2.03. Length of Commitment.**

Each Member hereby agrees to cause each of its Permits and any related Participating Vessels to remain enrolled in the Sector for the entire fishing year following the date on which such Member enrolled in the Sector (the "Commitment Period"); provided, however, that if NMFS shall not approve the Sector's Operations Plan and Agreement, as the same may be amended, for any fishing year during a Member's Commitment Period, then the obligation of such Member under this Section 2.03 shall terminate on the last day of the last fishing

1 year for which the Sector's Operation Plan and Agreement shall have received  
2 approval from NMFS. Each Member further agrees that if its Permit leaves the  
3 Sector for any reason during the Commitment Period, (i) such Member shall be  
4 subject to penalties as described on the Schedule of Penalties (as hereinafter  
5 defined) and (ii) such Member, its Permit, any permit in which the Member has  
6 a business interest, and the related Participating Vessel shall be ineligible to  
7 participate in the Sector for a period of five (5) years following the date of such  
8 departure from the Sector. This provision should be considered exclusive to the  
9 administration of the Sector and would therefore not be subject to NMFS  
10 enforcement.

11  
12 Each Member acknowledges and agrees that 50 CFR 648.87 requires that each  
13 of its Permits and the related Participating Vessels must remain in the Sector for  
14 the entire fishing year in which such Permits and/or Participating Vessels are  
15 enrolled in the Sector, and that each Member's Participating Vessels may not  
16 fish outside the Sector under a multispecies DAS program during any fishing  
17 year in which its Permits and/or Participating Vessels are enrolled in the Sector.  
18 Notwithstanding the foregoing requirements, a Member that executes this  
19 Agreement prior to the time the final Annual Catch Entitlement ("ACE") is  
20 provided to the Sector by NMFS, may terminate the Agreement without penalty  
21 within fourteen (14) days of the initial ACE has been promulgated by NMFS  
22 and/or the Council unless otherwise prohibited by Sector policy. This provision  
23 should be considered exclusive to the administration of the Sector and would  
24 therefore not be subject to NMFS enforcement.

25  
26 Section 2.04.        **New Members.**

27 The owner of a permit that is eligible under the criteria set forth in Section 1.01  
28 and 1.02 hereto, but that is not enrolled as a Member (and/or whose permit is  
29 not so enrolled) may apply to the Board (as hereinafter defined) for membership  
30 in the Sector. Such application shall be made in writing and shall include  
31 evidence of eligibility. The Board shall, in its reasonable discretion, determine  
32 whether the applicant shall be admitted as a Member of the Sector and/or its  
33 permit included as a Permit. Notwithstanding the foregoing, no such admission  
34 shall be effective until such new Member has agreed in writing to be bound by,  
35 and to cause its Permit and/or Participating Vessel to comply with, the terms of  
36 this Agreement, and until the provisions of this Agreement shall have been  
37 amended or modified to reflect such additional Member, Permit and/or  
38 Participating Vessel. This provision should be considered exclusive to the  
39 administration of the Sector and would therefore not be subject to NMFS  
40 enforcement.

41  
42 Section 2.05.        **Permit Transfers.**

43 Each Member agrees that so long as it is a party to this Agreement, such Member  
44 (i) shall not have the authority to sell, lease or transfer the ownership of its Permit  
45 to a party that is not or does not agree in writing to be bound by this Agreement  
46 for the remainder of the fishing year in which such sale, lease or transfer is to

1 occur, (ii) shall not transfer, lease or assign any DAS allocated to its Permit by  
2 NMFS to any permit not enrolled in an approved sector, and (iii) shall comply  
3 with the right of first refusal provisions of Section 2.06 hereof prior to the  
4 consummation of any proposed sale, lease or transfer permitted hereunder. To  
5 the extent that a Member sells, leases or transfers its Permit to a non-sector  
6 individual or entity outside the sector (a "Transferee") in compliance with the  
7 foregoing sentence, then (a) such Transferee shall only be permitted to  
8 participate in the Sector for the remainder of the fishing year in which the  
9 transfer occurred (the "Transfer Year") and (b) prior to the commencement of the  
10 fishing year immediately following the Transfer Year, the Transferee must apply  
11 for admission to the Sector pursuant to the provisions of Section 2.04 hereof in  
12 order to be admitted to the Sector as a Member. For the avoidance of all doubt,  
13 for the purposes of calculating a Member's Commitment Period under Section  
14 2.03 hereof, no portion of a Transfer Year shall be included in such calculation.

15  
16 **Section 2.06. Right of First Refusal – Permanent Permit Transfer.**

17 In the event that any Member (a "Transferring Member") at any time proposes to  
18 sell, transfer or lease (a "Transfer") its Permit to any proposed Transferee who  
19 shall make a good faith, bona fide written offer therefore (a "Bona Fide Offer"),  
20 then the Transferring Member shall first deliver to the Sector a written notice  
21 ("First Refusal Notice") that the Transferring Member proposes to make such  
22 Transfer, which First Refusal Notice shall (i) state the identity of the prospective  
23 Transferee, (ii) state the amount of consideration for the Permit and the material  
24 terms and conditions upon which the proposed Transfer is to be made (the date  
25 on which the Sector receives the First Refusal Notice being the "First Refusal  
26 Notice Date"), (iii) represent that the Bona Fide Offer is an actual bona fide offer,  
27 and (iv) include a copy of any written proposal, letter of intent or other agreement  
28 relating to the Bona Fide Offer. The Sector shall have a period of 5 business  
29 days following the First Refusal Notice Date (the "Election Period") in which to  
30 elect to purchase or lease the Permit at the price and subject to the same material  
31 terms and conditions set forth in the First Refusal Notice. The Sector shall  
32 exercise its right to purchase or lease such Permit by delivering a written notice  
33 ("Election Notice") to the Transferring Member within the Election Period. In the  
34 event that the Sector desires to purchase the Permit, then the parties shall  
35 schedule a closing for the payment for, and the delivery of, the Permit, which  
36 shall be no later than 90 calendar days after the First Refusal Notice Date. The  
37 Transferring Member agrees to enter into and deliver an agreement for the benefit  
38 of the Sector, containing standard and customary representations, warranties,  
39 covenants and indemnities by the Transferring Member for the benefit of the  
40 Sector. If the Sector has not elected to purchase the Permit within the Election  
41 Period, then the Transferring Member is free to Transfer the Permit to the  
42 Transferee; provided that such Transfer is on the terms and conditions specified  
43 in the First Refusal Notice. If the proposed Transfer is not consummated within  
44 90 calendar days following the termination of the Election Period, the  
45 Transferring Member may not Transfer the Permit without complying again with  
46 all the provisions of Section 2.05 and this Section 2.06. This provision should

1 be considered exclusive to the administration of the Sector and would therefore  
2 not be subject to NMFS enforcement.

3  
4 Section 2.07.      **Membership Dues.**

5 The Sector shall, to the extent necessary for the payment of the costs and  
6 expenses associated with the administration and management of the Sector  
7 (including but not limited to the payment of the Manager's salary and payment  
8 of outstanding loans and debts), require the payment by the Members of annual  
9 membership dues and/or poundage fees. Such annual membership dues  
10 and/or poundage fees shall be fixed by resolution of the Board prior to the  
11 commencement of the applicable fishing year or at such other time as the Board  
12 may deem necessary or appropriate. This provision should be considered  
13 exclusive to the administration of the Sector and would therefore not be subject  
14 to NMFS enforcement.

15  
16 Section 2.08.      **Disclosure Agreement.**

17 Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery Conservation  
18 and Management Act, 16 U.S.C. § 1881a(b)(1)(F), the undersigned hereby  
19 authorizes the release to the Manager, or designated sector employee(s), of the  
20 GB Cod Fixed Gear Sector of information that may be or is considered to be  
21 confidential or privileged by the Magnuson-Stevens Act or other federal law  
22 regarding the catch of various species of fish associated with the limited access  
23 Northeast multispecies permit with the Moratorium Right Identifiers (MRIs)  
24 enrolled in the Sector submitted to NOAA Fisheries that the undersigned has  
25 authority to access. This information includes data required to be submitted or  
26 collected by NOAA Fisheries, on an individual MRI and/or aggregated scale,  
27 including but not limited to days-at-sea allocation and usage, vessel trip reports,  
28 dealer reports, Northeast Fisheries Observer Program data, catch and landings  
29 history data for all species harvested by the vessel/MRI (both current and  
30 historic), Sector at-sea or electric monitoring data, protected species  
31 takes/interactions, enforcement data, vessel baseline data (length, horsepower,  
32 etc), VMS information, and all other information associated with the vessel, MRI  
33 #, and/or permit records. In addition, this information includes data for species  
34 not managed under the multispecies FMP.

35  
36 The undersigned also hereby authorizes the release of information to the sector's  
37 electronic monitoring provider(s) that may be considered to be confidential or  
38 privileged by the Magnuson-Stevens Act or other federal law associated with the  
39 limited access Northeast multispecies permit with the Moratorium Right  
40 Identifiers (MRIs) enrolled in the sector's electronic monitoring program.  
41 Specifically, NOAA Fisheries is authorized to release vessel trip report data  
42 associated with the vessel, such as vessel name; vessel permit number; sail  
43 date/time; land date/time; Trip ID number; number of hauls; number of sub-  
44 trips; and other trip-related data for the purpose of facilitating trip tracking and  
45 management as required by contract and regulation.

1 All confidential Sector data may be released to the Sector Manager, or designated  
2 sector employee(s). This statement applies to all confidential data for a two-year  
3 time period encompassing FYs 2023 and 2024.

### 4 5 **Article III. ADMINISTRATION**

#### 6 7 Section 3.01. **Sector Manager.**

8 The Board of Directors (the “Board”) of the Sector shall appoint a manager of the  
9 Sector (the “Manager”), which Manager shall have the authority to manage the  
10 day-to-day business of the Sector and to act as its designated agent for service  
11 of process. The Sector plans to maintain Amy Morris as Manager for FYs 2023  
12 and 2024.

#### 13 14 Section 3.02. **Manager Authority.**

15 The Manager shall have the authority (i) to monitor the activities of the Members  
16 and the Participating Vessels and to take such other actions as may be necessary  
17 to ensure compliance by the Members and their Permits and Participating  
18 Vessels with this Agreement and other Sector requirements as may be adopted  
19 under the terms of this Agreement or the Sector’s Bylaws, as well as applicable  
20 laws, rules and regulations, and (ii) subject to the authority of the Board or a  
21 committee delegated thereby pursuant to Section 3.03 of this Agreement, the  
22 Sector’s Bylaws or any other agreement relating to the Sector’s internal  
23 governance, to enforce this Agreement, including specifically, without limitation,  
24 the authority to impose penalties set forth in the Schedule of Penalties (as  
25 hereinafter defined). The Manager shall also act as the liaison between NMFS  
26 and the Sector.

#### 27 28 Section 3.03. **Infractions Committee.**

29 The Board shall appoint an Infractions Committee (the “Committee”) to ensure  
30 fair, consistent and appropriate enforcement of this Agreement, the Harvesting  
31 Rules, the DAS (as hereinafter defined) requirements set forth on Exhibit C  
32 hereto, the Plan, the Framework Adjustment and other Sector requirements as  
33 may be adopted under the terms of this Agreement or the Sector’s Bylaws. The  
34 Committee shall be comprised of five (5) Members of the Sector. Board members  
35 shall not be eligible for appointment to the Committee. The Committee shall  
36 prepare and recommend to the Board for its approval a schedule of penalties,  
37 which shall be similar in form to Exhibit A hereto (the “Schedule of Penalties”),  
38 for any unauthorized fishing activities (whether under applicable laws, rules and  
39 regulations or otherwise) and for violations of this Agreement, the Harvesting  
40 Rules, the DAS (as hereinafter defined) requirements set forth on Exhibit C  
41 hereto, the Plan, the Framework Adjustment and other Sector requirements as  
42 may be adopted under the terms of this Agreement or the Sector’s Bylaws. The  
43 Board shall review and approve any Schedule of Penalties prepared and  
44 recommended by the Committee prior to the commencement of the fishing year  
45 for which such Schedule of Penalties has been prepared. If such a decision is  
46 not made prior to the start of the fishing year, the previous year’s Schedule of

1 Penalties will remain in place. In addition, the Committee, on its own or at the  
2 request of a Manager or Member pursuant to Section 3.04 hereof, shall have the  
3 authority to take any number of enforcement measures against the Members for  
4 the non-payment of membership dues and/or poundage fees. Such enforcement  
5 measures may include requesting expulsion of the violating Member under  
6 Section 7.02 and issuing a “stop fishing” order against such Member.

7  
8 Section 3.04.      **Procedures for Investigations.**

9 In addition to the Manager’s authority to impose penalties under the Schedule  
10 of Penalties pursuant to Section 3.02 hereof, the Manager may, on his own, and  
11 shall, at the request of a Member, request that the Committee conduct an  
12 investigation of possible infractions of the Agreement, the Harvesting Rules, the  
13 Plan, the Framework Adjustment or other Sector requirements as may be  
14 adopted under the terms of this Agreement or the Sector’s Bylaws, by calling a  
15 meeting of the Committee and presenting it with the information that is the basis  
16 for the Manager’s or Member’s opinion that an infraction occurred. The  
17 Committee shall operate as a “blind” committee, such that the identity of the  
18 Member, Permit and/or Participating Vessel under consideration shall only be  
19 known to the Manager. The Committee shall assign a number of its members,  
20 which constitutes no more than 50% of the Committee, and the Manager, to  
21 investigate the matter further and to recommend action, if any, to the full  
22 Committee. Such Committee member assignments shall be rotated. If, upon  
23 the conclusion of such investigation, the Committee determines by an affirmative  
24 vote of a majority (51%) of its members that a violation of this Agreement, the  
25 Harvesting Rules, the Plan, the Framework Adjustment or other Sector  
26 requirements (as may be adopted under the terms of this Agreement or the  
27 Sector’s Bylaws) has occurred, it may, and is hereby given the authority to (in  
28 addition to the imposition of any penalties prescribed in the Schedule of  
29 Penalties), invoke sanctions, ranging from letters of warning to reductions in  
30 allocation of days-at-sea allotted (“DAS”) to the Member, its Permits and its  
31 Participating Vessels by the Sector, allocation seizures, or issue stop fishing  
32 orders. The Committee shall exercise all reasonable efforts to ensure that  
33 penalties and settlements are commensurate with the nature and extent of the  
34 violation, are designed to further the purposes of the Plan, the Framework  
35 Adjustment, Amendment 13 and Amendment 16, and are uniform with those  
36 reached in similar circumstances. All appeals from such Committee action shall  
37 be taken in accordance with Section 7.04 hereof. Each of the Members agrees  
38 to cooperate fully with the Manager and the Committee in such investigations  
39 and procedures (including cooperation with any requests for information or data  
40 that may be made by the Manager or the Committee).

41  
42 Section 3.05.      **Sector Reporting Requirements.**

43 Within 60 days of the end of the fishing year or at a time determined by NMFS,  
44 the Manager shall prepare and submit to the Council and NMFS an annual year-  
45 end report on the fishing activities of its Members, including the number of  
46 Sector vessels that fished for regulated groundfish, the permit and MRI numbers



1 of those vessels, the number of vessels that fished for other species, the method  
2 used to estimate in-season discard rates as provided by NMFS, the landing ports  
3 used by Sector vessels while landing regulated groundfish, the harvest levels of  
4 all regulated groundfish species by Sector vessels (landings and discards by gear  
5 type), any enforcement actions taken against the Members, their Permits or  
6 Participating Vessels, and any other information requested by the Regional  
7 Administrator.

8  
9 In addition to the annual report, the Manager or his designee shall, on a weekly,  
10 or daily, basis, transmit to NMFS the following reports:

11  
12 Sector Manager ACE Status Report: The ACE Status Report provides the means  
13 for sector managers to report their ACE status calculations. This allows NMFS  
14 to cross-check totals, as stipulated in Amendment 16. Additionally, the Sector  
15 Manager Daily ACE Status Report provides the means for sector managers to  
16 report their ACE status calculations on a daily basis if the “trigger point”  
17 (threshold) has been reached in the current fishing year (see below).

18  
19 Sector Manager Detail Report: The Sector Manager Detail Report provides  
20 information down to the sub-trip level about each sector trip for a given week,  
21 regardless of the completeness of the data. The information includes stock, gear,  
22 mesh categories, landing amounts, discards, and total catch.

23  
24 Sector Manager Trip Issue Report: The Sector Manager Trip Issue Report  
25 provides information about sector trips for a given week that have enforcement  
26 or other issues. Weekly Sector Manager Trip Issue Reports must include any  
27 enforcement or reporting compliance issues, including violations of operations plans  
28 (exclusive of defined administrative provisions), violations of regulations, or general  
29 problems with monitoring or sector operations during the reporting period. The  
30 Sector Manager Trip Issue Report allows the sector to briefly describe to NMFS  
31 any enforcement or reporting compliance issues, violations of sector operations  
32 plan and regulations, and general problems with monitoring or sector operations  
33 during the reporting period. The sector manager submits one Issue Report per  
34 reporting period.

35  
36 The NMFS JIRA issue tracking application will be used to report all data quality  
37 issues to the appropriate personnel for research and correction activities.  
38 Provided the issues are directed to the appropriate personnel in a timely manner  
39 and that claimed corrections are actually completed to the satisfaction of the  
40 Sector; JIRA may allow issues to be well-monitored throughout the correction  
41 process.

42  
43 Such administrative provisions include but are not limited to internal Sector  
44 reporting and financial requirements, and general violations of internal Sector  
45 agreements/policies.

46  
47 The reporting frequency for the Sector Manager’s ACE Status Report will be

increased to daily when 90% of any of the Sector's ACEs is reached. The Sector Manager, or a designated representative, must notify NMFS immediately by email if the threshold that triggers daily reporting has been reached. During the period when a sector has reached or exceeded 90% of any of its ACEs, a daily ACE Status Report must be submitted only on a day when a member vessel lands, or when the sector engages in an ACE transfer of a stock that is exceeding the 90% threshold. An alternative threshold for triggering daily reporting may be implemented if agreed upon by the Sector and NMFS. The Sector Manager, or a designated representative, must notify NMFS immediately by email if 100% of any ACE is achieved or exceeded. In the event that any of the Sector's ACEs are reached, the Sector Manager will issue a "stop fishing" order against all Members for the appropriate Broad Stock Area until such time as more ACE can be acquired.

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

More detailed information on the requirements for the weekly reports can be found in the publication Fishing Year 2021 Sector Report Guide (Revision 12.0.0) available online at <https://www.fisheries.noaa.gov/new-england-mid-atlantic/commercial-fishing/fishing-year-2022-sectors>.

**Section 3.06. Inshore Gulf of Maine (GOM) Declaration Program.**

Contingent upon implementation and enforcement of this provision by 100% of the additional approved sectors in FYs 2031 and 2024, Members agree to the following:

1. For the purpose of this declaration, the portion of Broad Stock Area (BSA) 1 West of 70:15 to the shoreline north to the Maine Coast and South to Cape Cod would be defined as "Inshore GOM."
2. When an observer/monitor is onboard:
  - The Members may declare and fish in all Broad Stock Areas (BSAs), including the portion of BSA1 defined as the Inshore GOM defined in this section, and fishing activity may occur in any declared BSA.
3. When an observer/monitor is not onboard:
  - If the Members intend to fish West of the 70:15 in the area described above as the Inshore GOM, at any time during the trip, the Member must declare BSA 1 only, and the Member may not conduct any fishing activity outside of the area defined as BSA 1 for the entire trip.
  - If the Member declares more than one BSA on the trip, the Member is prohibited from conducting fishing activity West of the 70:15 in the area described above as the Inshore GOM and the Member must indicate acknowledgement of this restriction by transmitting a Trip Start Hail, through their VMS unit or third party software, and check the "b. Inshore Gulf of Maine" from the list of Sector Ops Plan Provisions in the Trip Start Hail.

1  
2 **Article IV. ANNUAL CATCH ENTITLEMENT / QUOTA MONITORING.**  
3

4 Section 4.01.      **Sector Allocation.**

5 The Sector will be allocated an ACE of all allocated regulated groundfish stocks  
6 pursuant to Amendment 16. Such allocation shall include stocks that are  
7 managed under the terms of the US/CA Resource Management Understanding  
8 (“EUSCA”), as applicable. For those permits that committed to the Sector as of  
9 March 1, 2008, the proportional Sector ACE will be calculated based on landings  
10 of GB cod during the period FY 1996-FY 2001, divided by the total landings of  
11 GB cod during that period. For all other Sector permits, the proportional ACE  
12 will be calculated based on the landings of GB cod during the period FY 1996-  
13 FY 2006, divided by the total landings of GB cod during that period but  
14 proportionately reduced by the amount of the permits that received PSCs based  
15 on landings of GB cod during the period FY 1996-FY 2001. Sector ACE for  
16 additional groundfish stocks (i.e. not GB cod) allocated by Amendment 16 will  
17 be based on the landings history of each permit during the time period FY 1996-  
18 FY 2006.  
19

20 Section 4.02.      **Annual Distribution.**

21 Each Member hereby acknowledges and agrees that the ACE of all stocks, as  
22 authorized by Amendment 16, the Framework Adjustment and NMFS to the  
23 Sector, shall be harvested in accordance with the Harvesting Rules, which are  
24 set forth as Exhibit C hereto. Each Member agrees to, and agrees to cause its  
25 Participating Vessels to, exercise all commercially reasonable efforts to (i) assist  
26 in harvesting an amount of regulated groundfish stocks allocated by Amendment  
27 16 equal to, but not greater than, the ACE for each stock, as further set forth on  
28 Exhibit C, unless additional ACE can be acquired, and (ii) to comply with all of  
29 the other Sector requirements set forth on Exhibit A and Exhibit C hereto. If at  
30 any time during the fishing year the Board determines that the ACE may not be  
31 fully harvested, the Board shall, subject to the provisions of Section 4.02,  
32 redistribute the ACE, through weekly quota targets or otherwise, to ensure that  
33 the ACE is fully harvested. In addition, to the extent that the ACE is adjusted  
34 upward or downward after the commencement of any fishing year, whether by  
35 the authority of NMFS, by framework adjustment or by other regulatory action,  
36 the Board shall have the authority to redistribute the adjusted ACE through  
37 DAS, weekly quotas or otherwise, to ensure that the adjusted ACE is properly  
38 harvested by the Members.  
39

40 Prior to the commencement of the FY, the Board shall make an initial  
41 distribution of the Sector’s ACE to Members based on the Members’ fishing  
42 history. After the initial allocation of individual ACE is made, and at any time  
43 during the fishing year, Members are free to pool, transfer, or lease any ACE  
44 attributed to their Permit(s) to any other Member subject to advance approval of  
45 Manager. Such requests shall be made in writing to the Manager in a timely  
46 manner. This provision should be considered exclusive to the administration of

1 the Sector and would therefore not be subject to NMFS enforcement.

2  
3 Members with or without ownership interests in multiple Permits may  
4 consolidate individual ACE to harvest from a single or fewer vessels. Such  
5 consolidation shall be approved by the Manager prior to validation, and requests  
6 shall be made to the Manager in a timely manner. ACE from Vessels designated  
7 as "Lease Only" may be leased by Vessels designated as "Active Commercial  
8 Groundfish." Vessels that plan to target species other than allocated groundfish  
9 (i.e. Spiny Dogfish, Winter Skate) may redistribute ACE to those Vessels that  
10 plan to target allocated groundfish, while maintaining enough ACE to cover  
11 actual and assumed non-target interactions.

12  
13 In FY2022, approximately 15% of the permits enrolled in the Fixed Gear Sector  
14 for FYs 2023 and 2024 are attached to vessels actively fishing for NE  
15 multispecies. For FYs 2023 and 2024, the Fixed Gear Sector has 62 permits  
16 currently enrolled. Of those permits 18 are anticipated to actively fish for NE  
17 groundfish in FYs 2023 and 2024. While these numbers may change, the Fixed  
18 Gear Sector expects that, compared to FY 2022, there would be little to no change  
19 from the consolidation that previously occurred among Members during FY2022.  
20 The member permits that are not attached to active NE multispecies vessels in  
21 FYs 2023 and 2024 are the same permits that did not fish in FY 2022. In most  
22 cases, a Member who owns multiple permits fished the ACE of all those permits  
23 on fewer hulls and will continue to fish the ACE contributed by all those permits  
24 on fewer hulls, resulting in little additional consolidation.

25  
26 Section 4.03.      **Reserve.**

27 Each Member agrees that the Board may, in its sole discretion, establish a  
28 reserve for each allocated stock in order to ensure that the Sector remains in  
29 compliance with its ACE limits; provided, however, that such reserves shall not  
30 exceed twenty (20) percent of any ACE. The amount of the reserve may be  
31 deducted at the beginning of the fishing year from each Member's permit on a  
32 pro rata basis once ACE has been distributed to the Members. This provision  
33 should be considered exclusive to the administration of the Sector and would  
34 therefore not be subject to NMFS enforcement.

35  
36 Section 4.04.      **Release of Reserve.**

37 If the Board, subsequent to an establishment of a reserve pursuant to Section  
38 4.03 hereof, determines that the ACE, as adjusted pursuant to Section 4.03, will  
39 be fully harvested by the Participating Vessels, the Board shall, at its discretion,  
40 release and authorize the harvesting of the reserve so as not to exceed the ACE  
41 for any species unless additional ACE can be acquired. This provision should  
42 be considered exclusive to the administration of the Sector and would therefore  
43 not be subject to NMFS enforcement.

44  
45 Section 4.05.      **ACE Transfer.**

Members acknowledge that ACE transfer from the Sector to another sector will only be carried out in a manner authorized by NMFS and in accordance with this Agreement. If a Member seeks to transfer ACE attributed to its permit to another sector, that Member shall submit an ACE transfer request to the Manager at least seven (7) days in advance of the desired transfer date. Transfer requests to be completed sooner than seven (7) days may be accepted by the Manager and approved on a case-by-case basis. Such transfer request must receive approval of the Board and will only be transmitted to NMFS after such Board approval. An ACE transfer from the Sector will only be finalized after NMFS approval and all parties are notified. Any ACE transfer must adhere to any internal transfer policies, including but not limited to a Right of First Refusal policy, as approved by the Board. This provision should be considered exclusive to the administration of the Sector and would therefore not be subject to NMFS enforcement.

Section 4.06.       **ACE Carryover.**

If the Sector expects to have unused ACE at the end of the fishing year, an amount not to exceed ten (10) percent of the original Sector ACE may be carried forward into the next fishing year, unless otherwise determined by NMFS. Prior to such a carryover, the Board shall determine whether unused ACE is needed to cover existing or potential ACE overages.

Section 4.07.       **ACE Overage.**

The Sector is responsible for preventing ACE overages during the fishing year. The Sector must cease all fishing operations in the appropriate broad stock area when the Sector achieves or exceeds any ACE. The Sector may acquire additional ACE to resume fishing in that stock area and to avoid an ACE deduction for the following fishing year. NMFS may find Members and the Sector jointly and severally liable for, among other violations, any ACE overage and may assess penalties accordingly. If ACE is exceeded, the overage shall be deducted from the following year's ACE.

An ACE overage is defined as the catches by Sector vessels that exceed the ACE possessed by the Sector after considering all ACE transfers that take place for the current FY (including those that occur up to 2 weeks into the following FY, as allowed by the NMFS ACE transfer provisions).

The Member is responsible for preventing individual ACE overages during the fishing year. The Member must cease all fishing operations in the appropriate stock area when the Member achieves or exceeds any ACE, unless otherwise determined by the Board. The Member may acquire additional ACE to resume fishing in that stock area and to avoid an ACE deduction for the following fishing year. If any Member exceeds its allocation of ACE, it may be subject to penalties in accordance with Exhibit A and may have its future allocation reduced by an amount equal to the overage or more. This provision should be considered exclusive to the administration of the Sector and would therefore not be subject

1 to NMFS enforcement.

2  
3 If a Member that causes the Sector to exceed any ACE leaves the Sector the  
4 following year, any reduction in the Sector's ACE or reduction in DAS will follow  
5 that Member's permits that left the Sector in the form of DAS reductions if the  
6 Member joins the Common Pool, or pound-for-pound ACE reduction in a new  
7 sector. Additional penalties may also be invoked by the Board in accordance  
8 with Exhibit A.

9  
10 NMFS will withhold 20 percent of each ACE at the beginning of the fishing year  
11 for a period of 61 days to allow time to process any year-end transfers of ACE  
12 and to determine whether any reductions in ACE are necessary due to overage  
13 in the previous year, unless otherwise determined by NMFS.

14  
15 Section 4.08.      **Available ACE.**

16 For a Member to be able to fish commercially with any gear capable of harvesting  
17 regulated groundfish species, both the Member and the Sector must have  
18 available ACE. Alternately, the Member may draft an internal ACE trade  
19 agreement with another Member to "cover" harvested ACE. This provision  
20 should be considered exclusive to the administration of the Sector and would  
21 therefore not be subject to NMFS enforcement.

22  
23 Further, ACE must be available to account for interactions with allocated  
24 regulated groundfish stocks in non-target fisheries in which groundfish catch  
25 applies to the Sector's ACEs, including directed monkfish and skate trips, which  
26 are likely to be taken by Members. All monitoring and reporting requirements  
27 will be maintained in non-target fisheries to account for available ACE.

28  
29 Section 4.09.      **Discards.**

30 Discard Rates and In-Season Discard Estimates: The Sector manager (or his/her  
31 designated representative) will derive stock specific discards for each trip. As  
32 specified by NMFS the methodology for calculating discards will vary by  
33 monitoring type.

34  
35 **For vessels enrolled in an ASM program:**

36 If the trip is observed by either an at-sea monitor or a Northeast Fisheries  
37 Observer Program (NEFOP) observer, discards will be derived based on data  
38 collected during that trip and will account for all hauls (observed and  
39 unobserved) on that trip. For unobserved trips taken by vessels enrolled in an  
40 ASM program, discards will be derived using the NOAA Fisheries-provided  
41 discard rate resulting from the NOAA Fisheries method to estimate 'in-season'  
42 discard rates, which may not include data from research trips or sector trips  
43 using certain exemptions.

44  
45 **For vessels enrolled in a maximized retention EM program:**

1 If the trip is observed by a Northeast Fisheries Observer Program (NEFOP)  
2 observer, discards will be derived based on data collected during that trip and  
3 will account for all hauls (observed and unobserved) on that trip. For trips taken  
4 by vessels enrolled in a maximized retention EM program without a NEFOP  
5 observer onboard, discards will be derived using the NOAA Fisheries-provided  
6 discard rate resulting from the NOAA Fisheries method to estimate 'in-season'  
7 discard rates, which may not include data from research trips or sector trips  
8 using certain exemptions. In-season discard rates for allocated groundfish  
9 stocks will be set to zero at the start of the fishing year, consistent with  
10 maximized retention EM requirements. In-season discard rates for unallocated  
11 groundfish stocks will be based on NEFOP data for the fishery.

12  
13 **For vessels enrolled in an audit model EM program:**

14 If the trip is observed by a Northeast Fisheries Observer Program (NEFOP)  
15 observer, discards will be derived based on data collected during that trip and  
16 will account for all hauls (observed and unobserved) on that trip. If the trip is  
17 observed using electronic monitoring, discards will be derived based on data  
18 collected during that trip to account for observed hauls only. For unobserved  
19 trips or hauls taken by vessels in an audit model EM program, discards will be  
20 derived using the vessel's self-reported discards as adjusted based on the vessel's  
21 historical reporting accuracy.

22  
23 **Article V. VESSEL OPERATIONS AND EXEMPTIONS / GEAR**  
24 **REQUIREMENTS.**

25  
26 Section 5.01. **Proof of Sector Membership.**

27 Each Member agrees that its Participating Vessels shall maintain on-board at all  
28 times a Letter of Authorization from NMFS verifying such Participating Vessels'  
29 participation in the Sector, contact information for the Manager, and a copy of  
30 the Operations Plan and Agreement in effect for the current fishing year, except  
31 when such Participating Vessels are fishing as charter/party vessels. Upon  
32 approval, each sector vessel will be issued a Letter of Authorization (LOA)  
33 specifying the exemptions granted. Vessels must comply with all requirements  
34 stipulated in the LOA and all applicable Federal regulations and laws not  
35 specifically exempted in the LOA.

36  
37 Section 5.02. **Gear Restrictions.**

38 Each Member agrees that its Participating Vessels shall not fish for regulated  
39 groundfish species with any gear other than rod-and-reel/(jigs), demersal  
40 longline, handgear, sink gillnets, or otter trawl.

41  
42 Section 5.03. **Stock Areas.**

43 Each Member agrees that it shall not fish commercially with gear that is capable  
44 of harvesting regulated groundfish species unless the Member has available ACE  
45 for all stocks for the area being fished or such an agreement as mentioned above.  
46 To the extent that ACE availability allows, Sector members would fish within the

entire range of the Northeast Multispecies Complex – the Gulf of Maine Regulated Mesh Area (RMA), the Georges Bank RMA, and the Southern New England RMA. Primary fishing effort would occur in the Georges Bank RMA, with secondary effort occurring in the Gulf of Maine RMA and Southern New England RMA.

**Section 5.04. Operators.**

Each Member agrees to ensure that any operators of its Participating Vessels fully comply with the obligations and restrictions set forth in this Agreement as they may be modified from time to time by the Board. Each Member further agrees to accept responsibility hereunder for the actions of any such operators that result in a violation of this Agreement. This provision should be considered exclusive to the administration of the Sector and would therefore not be subject to NMFS enforcement.

**Section 5.05. Designated Landing Ports.**

To enable the Members and the Manager to monitor, observe and verify catches, each Member agrees that each of its Participating Vessels will offload catch in the following designated ports:

- CHATHAM (Aunt Lydia's Cove, Stage Harbor)
- HARWICHPORT (Saquatucket, Allen's Harbor, Wychmere Harbor)
- HYANNIS
- BASS RIVER
- GLOUCESTER
- NEW BEDFORD
- DENNIS (Sesuit Harbor)
- OTHER BARNSTABLE
- BARNSTABLE
- VINEYARD HAVEN
- YARMOUTH
- BREWSTER
- MENEMSHA
- NANTUCKET
- PROVINCETOWN
- COTUIT
- OSTERVILLE
- WELLFLEET
- ORLEANS

**Section 5.06. Landing Port Exceptions.**

Landings in ports, remote or otherwise, other than those listed in Section 5.05 hereof are permitted on a temporary, case-by-case basis, for the purpose of promoting safety at sea and protecting vessel and crew. Should a Member need to enter port somewhere other than a designated landing port, the Member shall contact the Manager through email or phone as soon as it is safe to do so. The Manager shall notify NOAA fisheries via email of all landing port exceptions,



1 which would include but would not be limited to the number of landing port  
2 exemptions granted to a vessel more than one time per month and the  
3 anticipated timeframe for which landing port exemptions are to be granted if that  
4 timeframe is greater than two days, including until further notice.

5  
6 Section 5.07.      **Observed Offloading.**

7 Each Member agrees that, in order to enhance the monitoring and enforcement  
8 of the provisions in this Agreement, the Manager may request that an observer  
9 be present during offloading operations. If such a request is made, each Member  
10 agrees not to permit its Participating Vessel(s) to offload retained catch until the  
11 Manager or his designee is present. In such instance, a contract will be executed  
12 and arrangements will be made between a provider and the sector, independent  
13 from existing NEFOP observer and ASM and electronic monitoring programs.

14  
15 Section 5.08.      **Advanced Notice of Offloading.**

16 Multispecies Hail Ends are required to be sent for every groundfish trip sailed.  
17 Vessels shall notify the Manager and/or NMFS Office of Law Enforcement (“OLE”)  
18 through the vessel’s Vessel Monitoring System (“VMS”) or other means at least 6  
19 hours prior to landing for trips greater than 6 hours in length. All users will send  
20 a trip end hail at least 6 hours before landing and prior to crossing the VMS  
21 demarcation line. For trips less than 6 hours in length or occurring within 6  
22 hours of port, the trip end hail will be sent immediately upon completion of the  
23 last tow or hauling of gear. In addition, the estimated time of arrival to port will  
24 be provided in the trip start hail, if required. The trip end hail will be sent upon  
25 completion of the last tow or haul with required updated information. An  
26 alternative timing for the trip end hail may be implemented if agreed upon by the  
27 Sector and NOAA fisheries.

28  
29 Section 5.09.      **Redirection of Effort.**

30 The Members acknowledge that redirection of fishing effort onto stocks not  
31 managed under the Plan may occur as a result of insufficient ACE for a directed  
32 fishery on regulated groundfish species, and/or additional opportunities to  
33 target an abundance of non-regulated-groundfish species. Any redirection of  
34 effort into other fisheries where non-specified gear is used will be closely  
35 monitored throughout the year and reported in the Annual Report. Through the  
36 reporting requirements contained in this Agreement, the Manager will monitor  
37 any redirection of effort that may occur and include that information in the  
38 Manager's reports to NMFS. Members that violate this provision will be subject  
39 to penalties in accordance with Exhibit A.

40  
41 During FY 2021, Fixed Gear Sector vessels switched fishing efforts in the  
42 following fisheries:

- 43  
44        • Monkfish (extra-large mesh sink gillnets)  
45        • Winter Skates (extra-large mesh sink gillnets)  
46        • Spiny dogfish (large mesh sink gillnets and demersal longline)

During the first quarter of FY 2022, Fixed Gear Sector vessels switched fishing efforts in the following fisheries:

- Monkfish (extra-large mesh sink gillnets)
- Winter Skates (extra-large mesh sink gillnets)
- Spiny dogfish (large mesh sink gillnets and demersal longline)

During FYs 2023 and 2024, the Fixed Gear Sector anticipates similar redirection of effort to fisheries listed above.

This redirection of effort has been generally attributed to substantially decreased abundance and access to traditional groundfish resources, along with increased abundance and access to the above-mentioned non-regulated-groundfish resources.

**Section 5.10      Exemptions.**

All sectors will be universally exempt from the following regulated groundfish management measures approved in Amendment 16:

1. Exemption from trip limits on stocks for which a sector receives an allocation, except for the following:
  - a. Halibut: Trip limit would continue to be one fish per trip;
  - b. No vessel, whether in the Common Pool or in any sector, will be allowed to possess any windowpane flounder (both stocks), ocean pout, or wolffish on board at any time. When caught, these species must be discarded.
2. Exemption from the Gulf of Maine Cod Protection Closures IV and V.
3. Exemption from groundfish DAS requirements other than those required to comply with effort controls in other fisheries.
4. Exemption from the requirement to use 6.5-inch mesh in the codend in haddock separator trawl/Ruhle trawl when targeting haddock in the Georges Bank Regulated Mesh Area to use 6-inch mesh in the codend.
5. Exemption from the 6.5-inch minimum mesh size restriction for trawl gear codends when fishing under the provisions of the Redfish Exemption Program defined in § 648.85(e)(1), provided the vessel uses a codend with at least 5.5-inch minimum mesh size.

The Sector will further be exempt from the following regulated groundfish management measures:

- 1 120-Day Block Requirement Out of the Fishery for Day Gillnet Vessels.
- 2 20-Day Spawning Block
- 3 Limitation on the Number of Gillnets for Day Gillnet Vessels Outside the Gulf of Maine

1  
2 4 Prohibition on a Vessel Hauling Another Vessel's Gillnet Gear

3 This exemption is used when a mechanical issue causes a vessel to be  
4 unable to retrieve gear but because gear has to be taken off another vessel  
5 in order to retrieve gear, this exemption is very infrequently used.  
6

7 5 Limitation on the Number of Gillnets That May Be Hauled on GB When  
8 Fishing Under a Groundfish/Monkfish DAS  
9

10 6 Limitation on the Number of Hooks that May Be Fished  
11

12 7 Length and Horsepower Restrictions of the DAS Leasing Program  
13

14 8 Prohibition on discarding  
15

16 9 Trawl Gear Requirements in the U.S./Canada Management Area  
17

18 10 Prohibition on a vessel hauling another vessel's hook gear

19 This exemption was not used this year although the sector wishes to keep  
20 the exemption in case of need in the future.  
21

22 11 Requirement to Declare Intent to Fish in the Eastern U.S./Canada Haddock  
23 SAP and the CA II Yellowtail Flounder/Haddock SAP Prior to Leaving the  
24 Dock  
25

26 12 Seasonal Restrictions for the Eastern U.S./Canada Haddock SAP  
27

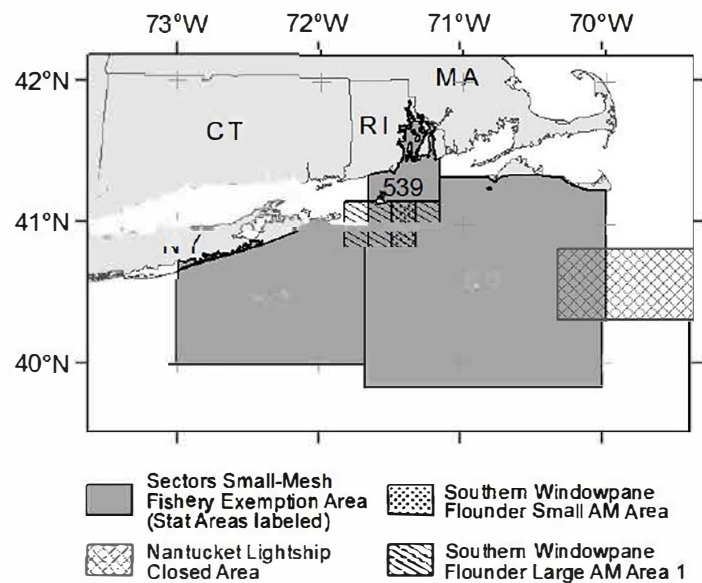
28 13 Seasonal Restrictions for the CA II Yellowtail Flounder/Haddock SAP  
29

30 14 Sampling Exemption  
31

32 15 Prohibition on combining small-mesh exempted fishery and sector trips  
33

34 The exemption applies to sector trips only and is intended to allow a vessel  
35 to catch small-mesh species after targeting groundfish. Under this  
36 exemption, a sector vessel must fish with trawl nets that meet current  
37 regulatory requirements and sector exemptions during the first part of the  
38 trip, but may switch to modified small-mesh gear for the second portion of  
39 the trip. The small-mesh portion of the trip must be fished in the Sector  
40 Small-Mesh Fishery Exemption Area, described below, and must use the  
41 modified small-mesh gear described below. A vessel may land whiting,  
42 longfin squid, mackerel, herring and other species permitted for retention in  
43 small-mesh exempted fisheries, provided the vessel still meets the  
44 requirements of those fisheries. For more information on small-mesh  
45 fishery exemptions and permitted species  
46 see: [https://www.fisheries.noaa.gov/new-england-mid-atlantic/  
commercial-fishing/southern-new-england-exemption-area](https://www.fisheries.noaa.gov/new-england-mid-atlantic/commercial-fishing/southern-new-england-exemption-area).

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



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

P O I N T	W L O N G I T U D E	N L A T I T U D E	N O T E
A	70° 00'	41° 14.45'	(1)
B	70° 00'	39° 50'	
C	71° 40'	39° 50'	
D	71° 40'	40° 00'	
E	73° 00'	40° 00'	
F	73° 00'	40° 44.9'	(2)(3)
G	72° 1.8'	41° 00'	(3)(4)
H	71° 40'	41° 00'	
I	71° 40'	41° 21'	(5)(6)
J	71° 10'	41° 28.3'	(6)(7)
K	71° 10'	41° 20'	

<b>L</b>	70° 49.5'	41° 20'	(8)( 9)
<b>M</b>	70° 26.96'	41° 21.05'	(9)( 10)
<b>N</b>	70° 18.82'	41° 20.14'	(11 ) (1 2)
<b>O</b>	70° 18.30'	41° 19.76'	(12 ) (1 3)
<b>P</b>	70° 16.65'	41° 18.73'	(14 ) (1 5)
<b>Q</b>	70° 15.31'	41° 17.32'	(15 ) (1 6)
<b>R</b>	70° 14'	41° 17'	(17 ) (1 8)
<b>A</b>	70° 00'	41° 14.45'	(18 ) (1)

(1) Point A represents the intersection of 70°00'W longitude and the south coast of Nantucket, MA

(2) Point F represents the intersection of 73°00'W longitude and the south coast of mainland Long Island, NY

(3) From Point F to Point G along the south coast of mainland Long Island, New York (inclusive of bays)

(4) Point G represents the intersection of 41°00'N latitude and the southeast coast of Long Island, NY

(5) Point I represents the intersection of 71°40'W longitude and the coast of Rhode Island

(6) From Point I to J along the coast of Rhode Island, inclusive of Narraganset Bay

(7) Point J represents the intersection of 71°10'W longitude and the coast of Rhode Island

(8) Point L represents the intersection of 41°20'N latitude and the west coast of Martha's Vineyard, MA

(9) From Point L to Point M along the south coast of Martha's Vineyard

(10) Point M represents Wasque Point, Martha's Vineyard, MA

(11) Point N represents the west coast of Muskeget Island, Nantucket, MA

(12) From Point N to Point O along the southwest coast of Muskeget Island, Nantucket, MA

(13) Point O represents the south coast of Muskeget Island, Nantucket, MA

(14) Point P represents the northwest coast of Tuckernuck Island, Nantucket, MA

(15) From Point P to Point Q along the southwest coast of Tuckernuck Island, Nantucket, MA  
(16) Point Q represents Smith Point on the southwest coast of Tuckernuck Island, Nantucket, MA  
(17) Point R represents Esther Island, Nantucket, MA  
(18) From Point R back to Point A along the south coast of Nantucket, MA

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

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

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

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

16 Exemption from Requirement to fish exclusively with 10-inch, or larger, mesh

gillnets to target dogfish on groundfish trips excluded from At-Sea Monitoring (ASM) coverage

Sector trips fishing with extra-large mesh gillnets (10 inches or greater) exclusively in the Southern New England/Mid-Atlantic and Inshore GB Broad Stock Areas are not subject to ASM. This exemption allows a sector vessel on these non-ASM sector groundfish trips to also target dogfish using 6.5-inch mesh gillnet gear within the footprint and season of either the Nantucket Shoals Dogfish Exemption Area (June 1 through October 15), the Eastern Area of the Cape Cod Spiny Dogfish Exemption Area (June 1 through December 31), or the Southern New England Dogfish Gillnet Exemption Area (May 1 through October 31). The vessel must submit a vessel trip report (VTR) to document catch on the extra-large mesh portion of the trip, and a separate VTR for the portion of the trip in which the vessel deploys 6.5-inch mesh gillnet gear within the footprint and season of the existing dogfish exempted areas. The following requirements apply:

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

1. The vessel must declare its trip in the Pre-Trip Notification System consistent with current requirements.
2. The vessel must declare its trip in the Vessel Monitoring System (VMS) consistent with current requirements, including the intention to use gillnet gear and fish entirely within the SNE/MA and/or Inshore GB BSAs.
3. Prior to leaving the dock, the vessel must also send a Multispecies Trip Start Hail through the VMS and check the box next to "Extra Large Mesh Gillnet in SNE and/or IGB option" under sector exemptions.
4. The vessel may only fish with gillnets with a mesh size of 10 inches or greater during the first portion of the trip, and must complete a VTR for that portion of the trip before deploying 6.5 inch mesh gillnet gear.
5. Upon completing the extra-large mesh portion of the trip, the vessel must submit a Multispecies Catch Report via VMS with a good faith estimate of all catch on board and with Step 5 completed.
6. The date-time stamp of the Multispecies Catch Report indicates to Enforcement that the vessel is now in the second portion of the trip and is prohibited from redeploying its large-mesh gear.
7. Following submission of the Multispecies Catch Report, the vessel may deploy 6.5-inch mesh gillnet gear exclusively within the footprint and season of the existing dogfish exempted areas (listed above).



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

5  
6 9. A vessel fishing with this exemption must retain and land all legal-sized  
7 groundfish on both the extra-large mesh and large mesh portions of the trip.  
8

9 18 VMS requirement for Handgear A vessels fishing in a single broad stock area  
10 (BSA)

11  
12 All vessels on a sector trip must carry an operational VMS unit. This  
13 exemption allows Handgear A permitted vessels to fish in a single BSA on a  
14 sector trip without carrying a VMS. This exemption does not waive  
15 requirements to carry or report using a VMS unit when fishing in multiple  
16 BSA's, in the U.S/Canada Management Areas, or under any other  
17 requirements associated with using other sector exemptions or participating  
18 in Special Access Programs.

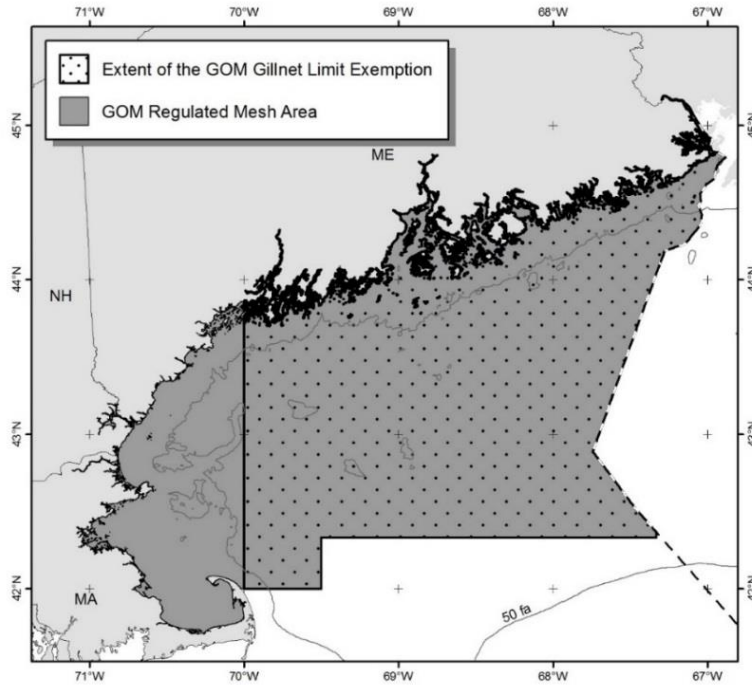
19  
20 In order to use this exemption, the following conditions and restrictions  
21 apply:

- 22  
23 1. The vessel must declare its trip into the Pre-Trip Notification System at least  
24 48 hours before sailing, and carry an observer or at-sea monitor (ASM) if  
25 selected, consistent with current requirements.  
26  
27 2. The vessel must declare a trip start, prior to sailing, using the Interactive  
28 Voice System (IVR).  
29  
30 3. Upon completion of fishing, or at the earliest opportunity prior to returning  
31 to port, the vessel must declare a trip end using IVR. The vessel may not  
32 land regulated species prior to declaring its trip end in IVR.  
33  
34 4. Prior to landing the vessel must complete a Vessel Trip Report (VTR).  
35

36 19 Day gillnet limit in the Gulf of Maine  
37

38 Day gillnet vessels may fish above the limit of 100 gillnets [specified in §  
39 648.80 (a)(3)(iv)(B)(2)], up to 150 nets total. Any nets above the existing 100-  
40 net limit must have a minimum mesh size of 10.0 inches (25.4 cm) and must  
41 be fished east of 70 degrees West longitude. Vessels are limited to no more  
42 than 50 roundfish (stand up) gillnets. Vessels must comply with the net  
43 tagging requirements at § 648.80(a)(3)(iv)(B)(4), which requires roundfish  
44 gillnets to be tagged with two tags per net, while flatfish gillnets may be  
45 marked with one tag per net; all gillnets fished must be tagged.





**Section 5.11. SAPs and Other Special Management Programs.**

Sector Members may participate in SAPs or any other pilot/EFP/LOA program, or special management programs as authorized by NOAA fisheries as long as the Sector has available ACE.

**Article VI. CATCH MONITORING AND VERIFICATION (AT-SEA); CERTAIN OTHER MEMBERSHIP REQUIREMENTS.**

**Section 6.01. Sector Hails/Reporting.**

Each Participating Vessel must notify the Manager, his designated representative, and/or an approved Monitoring Vendor via email, other electronic means, or other means if necessary prior to departing from port on a commercial fishing trip when commercial fishing with gear capable of harvesting regulated groundfish unless otherwise exempted. Such notification shall include vessel name, permit number, and any other information as determined by the Manager. In accordance with and defined by Amendment 16, all Sector vessels will also be required to make a declaration to NMFS via VMS prior to departing port identifying whether they intend to fish in one broad reporting area or multiple reporting areas. Vessels that fish in multiple areas will be required to provide additional daily reports to NMFS as required by Amendment 16. Each Participating Vessel must notify the Manager, his designated representative, and/or an approved Monitoring Vendor via email, other electronic means, or other means if necessary in accordance with Section 5.08 hereof with species-

specific landings, and any other information as requested by NMFS.

**Section 6.02. Participating Vessel Catch Reports.**

To enable each Member and the Sector to monitor the Members' compliance with this Agreement, each Member agrees to report each of its Participating Vessels' entire catch on a landing-by-landing basis, by providing the Manager with a copy of the official Vessel Trip Report, Electronic Vessel Trip Report ("EVTR"), or other reporting document authorized by NMFS within 24 hours, or as soon as possible thereafter, of offloading retained catch or prior to departing on a subsequent trip, whichever occurs first, in the form and manner prescribed by the Manager. The Members agree that these records shall be maintained by the Manager. The Manager shall, upon the request of any Member or NMFS, provide such Member or NMFS with the Sector's aggregate catch information that is generated from such records.

**Section 6.03. Dealer Reporting.**

Each Member agrees to (i) sell the catch of its Participating Vessels only to a dealer licensed under the Plan by NMFS and (ii) cause any such dealer to provide the Manager with a copy of the official dealer weigh out slip, access to an electronic copy of these data on a weekly basis, and a paper copy of the pack-out slip within 24 hours, or as soon as possible thereafter, of offloading retained catch unless otherwise noted by the Manager (This provision should be considered exclusive to the administration of the Sector and would therefore not be subject to NMFS enforcement). Each Member further acknowledges and agrees that (a) it is responsible for ensuring timely dealer reporting in accordance with the provisions of this Section 6.03 and (b) failure of the dealer to deliver timely reports for a Member's Participating Vessel in accordance with this Section 6.03 shall be deemed a breach of this Agreement by such Member. It is the responsibility of the Member to ensure that a dealer is licensed and Member shall provide evidence of such licensure to Manager upon request.

**Section 6.04. Catch Verification.**

The Manager shall, and each Member shall ensure that the Manager does compare, verify and validate each Participating Vessel's catch records with the dealer reports for such Participating Vessel on a continuing and frequent basis if the Members maintain compliance with Section 6.02 and 6.03 if requested by the Members. If the Member or Manager identifies a discrepancy between these or any other available catch verification data, both parties shall seek to resolve the discrepancy. If the Manager is unable to satisfactorily reconcile the catch records, he shall notify the Committee of the discrepancy for its consideration and resolution. Each Member further agrees to cooperate fully with any requests for information or data that are made by the Manager or the Committee in an effort to resolve such discrepancy in a timely manner.

**Section 6.05. Monitoring Vendors.**

The Fixed Gear Sector will contract with one or more of the companies approved

1 by NOAA Fisheries to provide monitoring services and will notify NOAA Fisheries  
2 of its selection no later than March 1, 2023. NMFS shall notify the Manager  
3 which Monitoring Vendors have been certified. If a Monitoring Vendor loses  
4 certification in the course of the fishing year, NMFS will immediately alert the  
5 Manager; the Sector will subsequently establish a contract with another  
6 approved vendor from the vendor list and notify NMFS of this decision.  
7 Standards for Monitoring Vendors can be found in Exhibit H.

8  
9 The following Monitoring Vendor has been selected for administering the Sector's  
10 ASM and EM Programs in FYs 2023 and 2024:

11  
12 **The following Monitoring Vendors have been selected for administering**  
13 **the Sector's ASM & EM Program in FYs 2023 and 2024:**

14  
15 **Primary ASM Provider:**  
16 **Fathom Research, LLC**

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 **Primary Contact:** [REDACTED]

22  
23 **Secondary ASM Provider:**  
24 **East West Technical Services, LLC**

25 [REDACTED]

26 [REDACTED]

27 [REDACTED]

28 **Primary Contact:** [REDACTED]

29  
30 **EM Service Provider:**  
31 **Teem Fish Monitoring Inc.**

32 [REDACTED]

33 [REDACTED]

34 [REDACTED]

35 **Primary Contact:** [REDACTED]

36  
37 **Section 6.06. Dockside Monitoring Program.**

38 The Sector will not be required to implement a Dockside Monitoring (DSM)  
39 Program ("DMP") in FYs 2023-2024. Should a sector vessel decide to switch  
40 monitoring programs and participate in MREM, for Fishing Year 2023, NOAA  
Fisheries intends to administer a dockside monitoring (DSM) program in support  
of vessels using maximized retention EM to meet monitoring requirements.

**Section 6.07. At-Sea Monitoring and Electronic Monitoring Programs.**

1 The Fixed Gear Sector will participate in the Northeast Fisheries Observer  
2 Program (NEFOP) and NMFS industry-funded ASM and EM programs, pursuant  
3 to independent contracts between the Sector and NMFS approved providers.  
4 Vessels will notify for sector trips using the PTNS system and may be selected  
5 for coverage to meet ASM and EM requirements. The Sector manager will  
6 maintain a database of all catch data, including but not limited to VTR, dealer,  
7 monitor, and observer data. NMFS will provide the Sector with data from NEFOP,  
8 the ASM program, and the Electronic Monitoring program. The Fixed Gear Sector  
9 will use PTNS to deploy NEFOP observers, at-sea monitors, and/or electronic  
10 monitoring trips in a way to achieve coverage at the target percentage of trips  
11 that is random and representative of fishing activities of the sector.

12  
13 The Fixed Gear Sector will use the NOAA fisheries-designed ASM and Audit  
14 Model EM programs for FYs 2023 and 2024. The sector has approved MREM as  
15 a monitoring program as an option should a vessel want to participate.

16  
17 Section 6.08.      **Fixed Gear Sector Monitoring Program.**

18 In addition to the foregoing catch verification protocols, there may be established  
19 an Internal Sector Monitoring Program whereby data collection personnel and/or  
20 video monitoring equipment may be deployed onboard Participating Vessels to  
21 monitor such vessels' catch and/or to collect data relevant to evaluating the  
22 performance of the Sector as determined by the Manager. The Manager shall  
23 publish guidance describing Program requirements in advance of the fishing  
24 year, and may revise it as necessary throughout the year. Thereafter, the  
25 Manager shall have sole discretion to deploy data collectors or video monitoring  
26 equipment onboard a Participating Vessel. Each Member agrees to participate  
27 in the design and implementation of the Internal Sector Monitoring Program.  
28 Each Member further agrees to make every reasonable effort to ensure that data  
29 collectors and/or video monitoring equipment are able to perform their  
30 monitoring duties. Members agree to address any issues and/or concerns  
31 directly to the Manager in a timely and responsible manner. Any refusal to  
32 participate in the Internal Sector Monitoring Program and/or unreasonable  
33 interference with onboard data collectors will be referred to the Infractions  
34 Committee for investigation and appropriate enforcement action. This provision  
35 should be considered exclusive to the administration of the Sector and would  
36 therefore not be subject to NMFS enforcement.

37  
38 In accordance with the Magnuson-Stevens Act (16 U.S.C. 1801 et seq.), and 50  
39 CFR 600.745, the Sector is requesting exemptions from the following regulations  
40 for sampling purposes only: Minimum fish size restrictions; fish possession  
41 limits; species quota closures; prohibited fish species, not including species  
42 protected under the Endangered Species Act; and gear-specific fish possession  
43 restrictions. All fish that do not comply with applicable fishing regulations must  
44 be discarded as soon as practicable following data collection, and shall not enter  
45 port or be landed. Of importance to this section, primary data to be collected  
46 includes but is not limited to length and weight of regulated groundfish stocks

for the purpose of conducting such analyses as discards, discard rates, length-weight regressions, and other similar analyses.

## **Article VII. ENFORCEMENT.**

### Section 7.01.      **Agreement Enforcement.**

Each Member agrees that the Sector, by or through its representatives, and/or any other Member may enforce this Agreement on behalf of the Sector and/or its Members. Each Member agrees to take all actions and to execute all documents necessary or convenient to give effect to the enforcement procedures contemplated by this Agreement, the Harvesting Rules, and any Schedule of Penalties.

### Section 7.02.      **Liability.**

Members acknowledge and agree that the Sector itself is a legal entity – 501(c)(5) corporation - and, therefore, may be held liable for violations of the law, applicable regulations, and this Agreement committed by its members. Each Member participating in the Sector must comply with all applicable requirements and conditions of this Agreement and their LOA(s). It shall be unlawful and subject to enforcement by NOAA fisheries for the Sector or any Members to violate any such conditions and requirements unless they are identified as exclusive to the administration of the Sector. Those conditions and requirements that are considered to be exclusive to the administration of the Sector are contained in the following sections:

- 1.03 – Organization and Authority
- 2.01 – Voluntary Membership
- 2.02 – Scope of Membership Obligations
- 2.03 – Length of Commitment
- 2.04 – New Members
- 2.05 – Permit Transfers
- 2.06 – Right of First Refusal
- 2.07 – Membership Dues
- 2.08 – Disclosure Agreement
- 3.01 – Sector Manager
- 3.02 – Manager Authority
- 3.03 – Infractions Committee
- 3.04 – Procedures for Investigations
- 3.06 – Inshore GOM Declaration Program
- 4.01 – Sector Allocation
- 4.02 – Annual Distribution
- 4.03 – Reserve
- 4.04 – Release of Reserve
- 4.05 – ACE Transfer
- 5.04 – Operators
- 5.07 – Observed Offloading

- 5.09 – Redirection of Effort
- 6.02 – Participating Vessel Catch Reports
- 6.03 – Dealer Reporting
- 6.04 – Catch Verification
- 6.08 – Fixed Gear Sector Monitoring Program
- Article VII in its entirety (Enforcement)
- Article VIII in its entirety (Expulsion of Members)
- Article IX in its entirety (Term/Termination)
- Article X in its entirety (Misc.)

**Section 7.03. Restrictions on Fishing Activity.**

The Members acknowledge that a violation of this Agreement or applicable fishery regulations by one or more Members (or the Members' Permits, Participating Vessels or Participating Vessels' operators, if any) including misreporting of catch (landings or discards), discarding of legal-sized fish, and ACE overages could subject the Sector and its Members to joint and several liability to NMFS for fishing violations (including ACE overages, discarding of legal sized fish, and misreporting of catch (landings and discards)). The Members further acknowledge and agree that monetary and/or allocation seizure penalties could be inadequate recourse under such circumstances. Therefore, the Members acknowledge and agree that each of them will (and will cause their Permits, Participating Vessels and Participating Vessels' operators, if any, to) comply with a "stop fishing" order from the Sector, which shall be issued by the Board, the Manager or the Committee, and each of the Members further agrees that if any Member (or its Permits, its Participating Vessels or the Participating Vessels' operators) fails to comply with such order, the Sector shall have the authority to obtain an injunction, restraining order or other equivalent form of equitable relief to give effect to such "stop fishing" order.

**Section 7.04. Penalties for Violations.**

Any penalties that are imposed upon a Member by the Sector, Manager, or Committee pursuant to the terms of this Agreement shall be in addition to, and not in lieu of, any other potential state or federal penalty that may be imposed upon such Member.

**Section 7.05. Appeal from Infractions Committee Decision.**

If the Committee (i) has determined, pursuant to the procedures set forth in Section 3.04 hereof, that a Member has violated this Agreement or (ii) makes any other determination with respect to a Member under this Agreement (including, specifically, without limitation Section 4.07 hereof), such violating Member shall have five (5) business days following the date of the Committee's determination to request reconsideration of the enforcement or other action and/or propose an alternative form of penalty. Such request shall be made in writing and shall be addressed to the Board. The Board may, in its sole discretion, grant or deny any request for reconsideration and may, in its sole discretion, approve or disapprove any alternative form of penalty; provided, that the Board shall exercise all

reasonable efforts to ensure that penalties and settlements are commensurate with the nature and extent of the violation, are designed to further the purposes of the Plan, Amendment 16, the Framework Adjustment and Amendment 13 and are uniform with those reached in similar circumstances.

**Section 7.06. Penalties and Attorneys' Fees.**

Penalties for any violations of this Agreement shall, to the extent addressed in the Schedule of Penalties, be limited to the amounts set forth on the Schedule of Penalties plus all costs, fees and expenses, including attorney's fees, incurred by the Sector or, in a case in which the Sector does not take enforcement action, by the Members bringing such action, in enforcing the provisions of this Agreement. To the extent the Schedule of Penalties addresses such matter, the Members and the Sector hereby waive any claims to actual, direct, or indirect damages, and instead agree that payment of the amounts set forth on the Schedule of Penalties and costs of enforcement shall be their sole remedy for breaches of this Agreement. In connection with any legal proceeding related to this Agreement, the non-prevailing party shall pay the prevailing party's reasonable costs and attorney's fees associated with the proceeding.

**Section 7.07. Application of Penalties, Fines and Damages.**

All penalties, fines and/or other damages paid to the Sector shall, first, be applied to the cost of enforcement of such violations and, second, any remaining amounts shall be applied to the costs and expenses of the administration, management and preservation of the Sector. Any funds remaining after the application of the foregoing sentence shall be used to further research into efficient and responsible management of groundfish stocks for the benefit of the resource and those that harvest the resource. The Board shall have sole discretion to redistribute ACE seized for penalties.

**Section 7.08. Dispute Procedures.**

Notwithstanding the provisions of Section 7.01 hereof, prior to instituting any litigation or other dispute resolution, the parties shall follow any applicable procedures set forth in this Agreement, including specifically Sections 3.04, 6.04 and 7.02, for the resolution of such dispute. Any appeals taken with respect to any dispute that arises in connection with this Agreement shall be taken in the federal district court in Boston, Massachusetts or, if said court(s) does not have jurisdiction, in such courts in the Commonwealth of Massachusetts that do have jurisdiction.

**Section 7.09. Specific Performance.**

In furtherance and not limitation of Section 7.02 hereof, each of the Members and the Sector shall have the right to have any provision of this Agreement specifically enforced, through injunction, restraining order or other form of equitable relief.

**Section 7.10. Indemnification.**

Each party that violates this Agreement (the “Indemnitor”) hereby severally agrees to indemnify, defend and hold harmless the other parties hereto (each, an “Indemnatee”) in respect of their respective Losses; provided, that such Losses result or arise from a third party claim or governmental proceeding brought against or involving the Indemnatee, which is based on or relates to such Indemnitor’s (or its Permits’, its Participating Vessels’ or such Participating Vessels operators’, if different from such Indemnitor) (i) violation of applicable laws, rules or federal fishery regulations or (ii) breach of any covenant, agreement or obligation contained in this Agreement, the Harvesting Rules or other Sector requirements as may be adopted under the terms of this Agreement or the Sector’s Bylaws. The indemnification obligations of the parties hereto shall be several and not joint and several. For the purposes of this Section 7.09, “Losses” shall mean any and all claims, liabilities, obligations, judgments, liens, injunctions, charges, orders, decrees, rulings, damages, dues, assessments, taxes, losses, fines, penalties, expenses, fees, costs, amounts paid in settlement (including reasonable attorneys’ and witness fees and disbursements in connection with investigating, defending or settling any action or threatened action) arising out of any claim, complaint, demand, cause of action, action, suit or other proceeding asserted or initiated or otherwise existing. The obligations under this Section 7.09 shall survive the termination of this Agreement and the expulsion of any Member pursuant to Article VII.

## **Article VIII. EXPULSION OF MEMBERS.**

### **Section 8.01. Cause.**

The Members agree that any Member, its Permits and/or its Participating Vessels may be expelled from the Sector if (i) the actions of such Member and/or its Participating Vessels (or the Participating Vessels’ operators) seriously undermine and threaten the existence of the Sector, (ii) the actions of such Member and/or its Participating Vessels (or the Participating Vessels’ operators) have exposed other Members of the Sector to monetary penalties and/or legal actions, (iii) such Member has been convicted of a serious crime, or (iv) such Member has not paid its membership dues and/or poundage fees as required by Section 2.07.

### **Section 8.02. Procedure.**

Any Member, the Committee or the Manager may submit to the Board a request to have a Member, its Permits and/or its Participating Vessels expelled from the Sector (the “Expulsion Request”). Such Expulsion Request shall be in writing and shall include an explanation of the basis for expulsion. The Board shall vote on such Expulsion Request within fourteen (14) days of receipt of such Expulsion Request. The affirmative vote of three-fourths (75%) of the members of the Board shall be required in order to expel a Member, its Permits and/or its Participating



Vessels. Expulsion shall be effective immediately upon the receipt of the requisite vote by the Board. As required by 50 CFR Part 648.87 or any substitute or successor provision, a Member, its Permits and/or its Participating Vessels expelled during any fishing year may not fish outside of the Sector under a groundfish DAS program, participate in another groundfish sector, or lease or transfer any DAS or ACE assigned to that Member's Permits or Participating Vessels during the remainder of such fishing year. Upon expulsion of any Member, its Permits and/or its Participating Vessels, the Manager shall immediately notify NMFS via certified mail and email that the Member's Permits and/or Participating Vessels are no longer included in the Sector.

#### **Article IX. TERM/TERMINATION.**

This Agreement takes effect upon the approval hereof by the Regional Administrator in accordance with 50 CFR Part 648.87 and terminates on the last day of the 2024 FY (which occurs on April 30, 2024) (the "Term"). The Term of this Agreement may be extended by the written consent of the Members. Such written consent to extend the Term of this Agreement shall be given twenty (20) calendar days in advance of the date by which the Sector's Operations Plan and Agreement for the upcoming fishing year must be submitted to NMFS. Notwithstanding the foregoing, if NMFS shall not approve the Sector's Operations Plan and Agreement, as the same may be amended, for any fishing year during the Term or any extension thereof, then this Agreement shall terminate on the last day of the last fishing year for which the Sector's Operations Plan and Agreement shall have received approval from NMFS.

#### **Article X. MISCELLANEOUS.**

##### **Section 10.01. Entire Agreement.**

This Agreement, including the Exhibits hereto, the Schedule of Penalties and any other documents incorporated by reference herein, constitutes the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof.

##### **Section 10.02. Succession and Assignment.**

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

1  
2 Section 10.03.      **Counterparts.**

3 This Agreement may be executed in one or more counterparts, each of which  
4 shall be deemed an original but all of which together shall constitute one and  
5 the same instrument.  
6

7 Section 10.04.      **Notices.**

8 All notices, requests, demands, consents, claims and other communications  
9 hereunder shall be deemed duly given (i) one business day following the date  
10 sent when sent by overnight delivery, (ii) five business days following the date  
11 mailed when mailed by registered or certified mail return receipt requested and  
12 postage prepaid, (iii) upon delivery confirmation when sent by facsimile, and (iv)  
13 upon verifying the “sent” status of an email, at the contact information provided  
14 by each such Member to, and maintained by, the Manager.  
15

16 Section 10.05.      **Governing Law.**

17 This Agreement shall be governed by and construed in accordance with federal  
18 fisheries laws and, to the extent that federal fisheries laws do not apply, with the  
19 domestic laws of the Commonwealth of Massachusetts without giving effect to  
20 any choice of law provision or rules (whether of Massachusetts or any other  
21 jurisdiction) that would cause the application of the laws of any jurisdiction other  
22 than the Commonwealth of Massachusetts.  
23

24 Section 10.06.      **Change in Law.**

25 If and to the extent that any laws or regulations that govern any aspect of this  
26 Agreement shall change, so as to make any aspect to this Agreement  
27 unenforceable, then the parties agree to make such modifications to this  
28 Agreement as may be reasonably necessary for this Agreement to accommodate  
29 any such legal or regulatory changes, without materially changing the overall  
30 benefits or consideration expected hereunder by the parties.  
31

32 Section 10.07.      **Consent to Jurisdiction and Venue.**

33 Subject to and without limiting the dispute resolution procedures set forth in  
34 Article VI, each of the Members consent to the exclusive jurisdiction and venue  
35 of the federal district court in Boston, Massachusetts or, if said court does not  
36 have jurisdiction, in such courts in the Commonwealth of Massachusetts that  
37 do have jurisdiction, for adjudication of any suit, claim, action or other  
38 proceeding at law or in equity relating to this Agreement. Each of the Members  
39 accepts, generally and unconditionally, the exclusive jurisdiction and venue of  
40 the aforesaid courts and waives any objection as to venue, and any defense of  
41 *forum non conveniens*.  
42

43 Section 10.08.      **Amendments and Waivers.**

44 No amendment of any provision of this Agreement shall be valid unless the same  
45 shall be in writing and signed by each of the Members.  
46

1 Section 10.09.     **Severability.**

2 Any term or provision of this Agreement that is held invalid or unenforceable in  
3 any situation shall not affect the validity or enforceability of the remaining terms  
4 and provisions hereof or the validity or enforceability of the offending term or  
5 provision in any other situation.  
6

7 Section 10.10.     **Expenses.**

8 Except as otherwise provided herein, each of the members shall bear its own  
9 costs and expenses (including legal and accounting fees and expenses) incurred  
10 in connection with this Agreement.  
11

12 Section 10.11.     **Incorporation of Exhibits and Other Documents.**

13 The Exhibits and Schedule of Penalties identified in this Agreement are  
14 incorporated herein by reference and made a part hereof.  
15  
16  
17  
18  
19  
20  
21  
22

## EXHIBIT A

GB Cod Fixed Gear Sector Penalty Schedule			
Violation	FIRST	SECOND	THIRD
<b>VIOLATIONS REGARDING PERMITS, REPORTING, DOCUMENTATION, VESSEL OPERATIONS AND EXEMPTIONS</b>			
All Violations including but not limited to: providing false statements or supporting documentation on applications or reports to the Sector; late or non-reporting; failure to comply with a permit condition/ restriction/ letter of authorization or exemption issued by the Sector; providing false statements; failure to participate in the Sector Catch Monitoring Program (ie NMFS ASM program, FGS electronic monitoring programs); unreasonably interfering with onboard data collectors; or failing to comply with VMS/DAS requirements (technical and minor violations may result in a letter of warning).	Up to \$5,000 and/or seizure of up to 10% of a Member's ACE (and/or stop fishing order)	\$5,000-\$15,000 and/or seizure of up to 30% of a Member's ACE (and/or stop fishing order)	\$20,000 or more, and/or seizure of up to 40% of a Member's ACE (and/or stop fishing order)
<b>VIOLATIONS REGARDING TIME AND AREA RESTRICTIONS</b>			
All violations including, but not limited to: exemption areas, closed fisheries, closed seasons, restricted gear/management areas and Days at Sea or ACE violations.	Up to \$50,000 and/or seizure of up to 50% of a Member's ACE (stop fishing order for 30 days)	\$50,000-\$100,000 and/or seizure of up to 100% of a Member's ACE (unable to fish for the remainder of the fishing year)	Expulsion
<b>VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK</b>			
All violations including but not limited to a violation of a stop order, fishing in a closed area, transfer of fish from a non-sector vessel to a sector vessel, transferring fish to a non-Sector vessel (including a non-Sector vessel owned or operated by a Permit holder), subverting the reporting requirements (misappropriating landings) or any other action which could cause the Authorized Georges Bank Cod Fixed Gear Sector Allocation to be in violation of its agreement.	Up to \$50,000 and/or seizure of up to 10% of a Member's ACE (loss of fishing rights for 365 days)	Expulsion	

<b>VIOLATIONS REGARDING MEMBERSHIP COMMITMENT</b>			
Violation of 50 CFR 648.48 or failing to remain in the Sector for the Commitment Period (i.e., breach of Section 2.03 of the Agreement).	\$10,000 and/or seizure of up to 20% of a Member's ACE	N/A	N/A

1

**EXHIBIT B****GB Cod Fixed Gear Sector Roster**

<b>CURRENT OWNER NAME</b>	<b>MRI #</b>	<b>PERMIT #</b>	<b>PERMIT NAME</b>
THE NATURE CONSERVANCY	27	150563	CAPE ISLAND
TYE F VECCHIONE	30	150988	SKIFF
ROBERT J ELDRIDGE JR	84	220839	UNICORN
THEODORE LIGENZA	99	221764	RIENA MARIE
JOHN OUR	119	232108	MISS FITZ
GREGORY WALINSKI	148	232096	ALICIA ANN
JAMES YOUNG	151	230322	POOH BAH
GREGORY CONNORS	167	151403	2010 BEACON
JOANNE-A III INC	183	230926	JOANNE A III
SHAWN SULLIVAN	194	231435	BACK OFF
BENJAMIN MORGAN	195	151314	LOBSTER MOBSTER
PILLORY FISHERIES INC	224	150237	1971 SEA CRAFT 20
GREGORY CONNORS	256	149575	REBECCA AND EMILY
SAMUEL LINNELL	260	149963	GREAT PUMPKIN
TYE VECCHIONE	262	149525	BADA BING
MARK LISKA	285	241576	SEA DANCER
JARED BENNETT	331	151539	WHITE CAP
JAN MARGESON	395	149963	GREAT PUMPKIN
HARMONY FISHERIES INC	418	121162	LADY IRENE
DAVID MURDOCH	1191	146765	JACK TAR
HAMILTON FISHERIES LLC	1316	149278	STRANGLE HOLD
GLEN LEGEYT	1435	150652	MORGAN I
KURT MARTIN	1467	250463	JOHANNA
THEODORE LIGENZA	1521	135641	WATER HORSE
JOHN OUR	1545	149986	22 HILINER
THOMAS SZADO	1562	233853	PERFECT CATCH
JOHN OUR	1609	150361	1979 YOUNG
SUNSET HILL FISHERIES LLC	1620	250571	EDWARD & JOSEPH
GREGORY CONNORS	1634	146922	CONSTANCE SEA
JAMES F NASH	1685	222231	MAGIC
ERIC HESSE	1708	242648	TENACIOUS II
SCOTT MACALLISTER	1852	150611	CAROL MARIE
JAMES NASH	1883	149261	ANN MARIE
HIGHLAND FISHERIES INC	1894	320944	ERNEST AND MICHAEL
ZACHARY BENNETT	1906	152078	WHITE CAP
TIMOTHY LINNELL	1923	122157	PERRYS PRIDE II
LOST AT SEA LLC	1942	233892	MISS EVELYN
GREGORY J CONNORS	1951	223588	LAST STAND
RAYMOND RANSOM	1958	223581	LYNDSY LIZ
JAKOB & MEGAN FISHERIES LLC	2001	222737	JAKOB & MEGAN
PEGGY B II INC	2006	213029	PEGGY B II

GERALD MISZKIN	2008	116103	OUIJA
WADE BEHLMAN	2020	222022	JENNIFER DAN
THEODORE LIGENZA	2050	221794	SURF BREAKER
JOHN LINNELL	2218	222175	LORI B
NICHOLAS OTOOLE	2248	130772	ZACHARY T
JOHN LINNELL	2284	118724	RACHEL T
GREGORY CONNORS	2297	150597	1992 SYLVAN SKIFF
GREGORY J CONNORS	2623	146672	SEA HOOK
KURT MARTIN	2992	234028	TIME BANDIT
KENNETH ELDREDGE	3174	150691	LOLO
NICHOLAS O'TOOLE	3176	150861	THREE REASONS
THOMAS LUCE	3449	211160	SEA WIN
CHRISTOPHER RIPA	3542	221581	IRISH LADY
WALLACE BICKNELL	3595	222365	MISS MELODYE
MARK HURLEY	3669	230935	SEABORNE
MICHAEL TERRENZI	3684	231241	KELLY J
LESLIE SHWOM	3688	233177	ROSEY S
ROBERT ELDRIDGE	4202	220839	UNICORN
CCCFA	48923	151352	TONY K
JOSEPH GEARY	49047	148763	BLUE HERRON

1  
2  
3  
4  
5

1 **EXHIBIT C**

2  
3 **HARVESTING RULES**

4 **Fishing Years 2023 and 2024**

5 **GB Cod Fixed Gear Sector**

6  
7 The Members and the Participating Vessels of the Sector agree to be legally  
8 bound to follow the Harvesting Rules for the 2023 and 2024 Fishing Years as  
9 described herein, notwithstanding those rules and regulations applicable to  
10 Common Pool groundfish vessels.

11  
12 **QUOTA MONITORING**

13  
14 **1. Annual Catch Entitlement (ACE):**

15 The Members agree that they would not collectively harvest more ACE than  
16 allocated to the Sector, and once the ACE is reached for any stock, no Member  
17 would fish commercially with any fishing gear capable of harvesting regulated  
18 groundfish species in the area for which there is no ACE. ACE transfer would  
19 be allowed within and between sectors, to the extent authorized by Amendment  
20 16. Carryover of up to 10 percent of any sector's initial ACE would be allowed  
21 for the purposes of accounting for inadvertent overages. Once an ACE in a  
22 particular stock area is reached, no member would fish commercially with any  
23 fishing gear capable of catching species managed under the Plan in that stock  
24 area until additional ACE can be acquired. The Annual Catch Entitlement,  
25 allocated by NMFS to the sector for FY 2023 and 2024 will be available in the  
26 Northeast Multispecies Fisheries Sector Operations Plans and Contracts and  
27 Allocation of Northeast Multispecies Annual Catch Entitlement Final Rule as  
28 published by NOAA Fisheries.

29  
30 **2. Target Quotas:**

31 The Manager may impose weekly or trip target quotas to slow down harvest rates.  
32 If such target quotas are imposed, Sector Members agree to adjust their fishing  
33 operations to avoid exceeding these quotas.

34  
35 **3. Trip Limits for Non-ACE Stocks:**

36 Sector Members would be subject to all possession and trip limits for those  
37 stocks for which the Sector is not allocated ACE.

38  
39 **ADMINISTRATIVE**

40  
41 **4. Days-At-Sea ("DAS"):**

42 Each participating Permit and Participating Vessel would be allocated DAS by  
43 the Regional Administrator, as set forth in Exhibit C to the Agreement. This DAS  
44 allocation would be considered the Sector's DAS allocation to individual  
45 Members. Members may be required to use an "A" DAS when conducting fishing  
46 operations.



1  
2 **5. DAS Pooling:**

3 Participating Vessels and/or Permits may redistribute or pool DAS to other  
4 Participating Vessels and/or Permits, provided that both parties have given prior  
5 written consent to such redistribution or pooling. A Participating Vessel and/or  
6 Permit may not transfer or lease DAS to or from any non-Sector vessel and/or  
7 permit during the fishing year in which the Participating Vessel and/or Permit  
8 is enrolled in the Sector, unless such leasing or transferring is authorized by an  
9 amendment to the Plan or by the Regional Administrator.

10  
11 **GEAR REQUIREMENTS**

12  
13 **6. Gear Restrictions:**

14 Unless otherwise permitted under this Agreement (see Section 5.02 and 5.11),  
15 no Participating Vessel may fish for regulated groundfish species with any gear  
16 other than rod-and-reel/jigs, demersal longline, handgear, sink gillnets, or otter  
17 trawl. All Participating Vessels are subject to the same gear restrictions on  
18 marking, tagging, and mesh size applicable to common pool vessels using the  
19 same type of gear. In addition, when fishing with demersal longlines all hooks  
20 must be 12/0 circle hooks. A “circle hook” is defined as a hook with the point  
21 turned back towards the shank and the barbed end of the hook is displaced  
22 (offset) relative to the parallel plane of the eyed-end, or shank of the hook when  
23 laid on its side.

## **EXHIBIT D**

### **Sector Information - EA**

All permits, groundfish or otherwise, owned by Sector members, are included in the following list.

<b>Summary of Fixed Gear Sector and Operations Plan for Fishing Year 2023-2024</b>		
	<b>Sector Parameters</b>	<b>Description</b>
1	Primary Fishing Locations (Broad Stock Areas)	Inshore Georges Bank (GB), Offshore Georges Bank Southern New England/Mid-Atlantic (SNE/MA), Gulf of Maine (GOM)
2	Gear	Trawl: 2 (11%) Gillnet: 13 (72%) Hook Gear: 3 (17%) Pot/trap: 0 (0%)
3	Primary homeports and landing ports	<ul style="list-style-type: none"><li>• CHATHAM, MA (Aunt Lydia's Cove, Stage Harbor)</li><li>• HARWICHPORT, MA (Saquatucket, Allen's Harbor, Wychmere Harbor)</li><li>• HYANNIS, MA</li><li>• GLOUCESTER, MA</li><li>• NEW BEDFORD, MA</li></ul>
4	Secondary homeports and landing ports	<ul style="list-style-type: none"><li>• BASS RIVER, MA</li><li>• DENNIS, MA (Sesuit Harbor)</li><li>• BARNSTABLE, MA</li><li>• VINEYARD HAVEN, MA</li><li>• YARMOUTH, MA</li><li>• PLYMOUTH, MA</li><li>• SANDWICH, MA</li><li>• SCITUATE, MA</li><li>• WOODS HOLE, MA</li><li>• PORTLAND, ME</li><li>• BREWSTER, MA</li><li>• MENEMSHA, MA</li><li>• NANTUCKET, MA</li><li>• PROVINCETOWN, MA</li><li>• COTUIT, MA</li><li>• OSTERVILLE, MA</li><li>• WELLFLEET, MA</li><li>• ORLEANS, MA</li></ul>
5	Number of participants ( <b>Due no later than 28 days [4 weeks] after PSC letters are issued to vessel owners.</b> )	Total Permits Enrolled in Sector: 61 Number of Active Vessels <sup>a</sup> : 18
Note: <sup>a</sup> Active vessels are those enrolled in this sector that intend to land groundfish.		

## **EXHIBIT E**

### **Ownership Documentation**

#### ***Sector Qualification.***

Amendment 16 to the NE multispecies FMP defines a sector as a group of three or more persons, none of whom have an ownership interest in the other two persons in the sector. This criterion has been fulfilled for the Fixed Gear Sector with:

Permit Number 149261 (F/V Ann Marie) under the distinct ownership of JAMES F NASH.

Permit Number 220839 (F/V Unicorn) under the distinct ownership of ROBERT J ELDRIDGE JR.

Permit Number 146922 (F/V Constance Sea) under the distinct ownership of GREGORY J CONNORS.

## **EXHIBIT F**

### **GB Cod Fixed Gear Sector Board of Directors**

#### ***Board of Directors Membership***

The following GB Cod Fixed Gear Sector Members comprise the current (as of May 1, 2023) Board of Directors:

<b>2023 Board of Directors</b>
Jason Amaru
Jared Bennett
Gregory Connors
Scott MacAllister
Eric Hesse
Timothy Linnell
Nicholas O'Toole Josiah Dodge

As of the date of this document submission (May 1, 2023), the additional contact able to act on behalf of the Sector is the President of the Sector's Board of Directors:

Name: Gregory Connors  
Mobile: [REDACTED]  
Email: [REDACTED]  
Address: [REDACTED]

## **EXHIBIT G**

### **GB Cod Fixed Gear Sector Points of Contact**

#### ***Points of Contact***

The following individuals associated with the GB Cod Fixed Gear Sector may be contacted for the following responsibilities:

██████████ Communications Contacts		
Name	Amy Morris	Gregory Connors
Title	Sector Manager	Sector President
Responsibility	Day-toDay Sector Operations; Reporting; Data Managemenet	General Management
Email	██████████	██████████
Phone	██████████	██████████
Mailing Address	██████████	██████████

## **EXHIBIT H Monitoring Provisions**

*All language in Exhibit H was taken directly from NMFS SECTOR OPERATIONS PLAN GUIDE FY2023*

*The following is a description of the contract NMFS made with at-sea monitoring providers to implement NMFS ASM program. This contract included provisions above and beyond the regulatory requirements.*

### **The Northeast Fisheries At-Sea Monitor Program**

National Marine Fisheries Service, Northeast Fisheries Science Center

#### **BACKGROUND OVERVIEW**

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

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

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

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

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

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

- Recover protected species
- Rebuild and maintain sustainable fisheries.

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

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

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

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

Every sector should equally be covered at 15% (10% by At-Sea Monitors and 5% by NEFOP observers). The coverage rates apply to the trip level. The coverage rates apply to the trip level. At-Sea Monitors will be systematically assigned by NMFS to a vessel to ensure the coverage is fair and even. Several types of fishing gear may be used: longline, trawl, and gillnet. A monitored trip must be a trip

where landings of groundfish occur (a “groundfish”, “skate” or “monkfish” trip as defined in Amendment 16). At-Sea Monitoring standards will be consistent with the final regulations implemented under Amendment 16, unless further specified by NMFS. As described in the rule, Northeast Fisheries Observer Program (ASM) observers take precedence over At-Sea Monitors for vessel placement when deployments overlap.

#### AT-SEA MONITOR PROGRAM OBJECTIVES

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

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

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

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



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

## SCOPE AND OUTCOMES

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

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

## Policies and Regulations

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

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

## PERFORMANCE WORK STATEMENT

The contractor shall meet all requirements of the SOW.

## Management Requirements

### Project Management

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

### Project Manager

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

### Coordinators

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

### Management Reporting and Coordination

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

### Performance Measures

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

## Operational Requirements

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

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

## At-Sea Monitor Recruitment and Retention Requirements

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

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

## Eligibility Requirements

### Educational Qualifications

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

### Non-Conflict of Interest

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

### Physical/Medical Condition

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

### Communication Skills

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

## Citizenship or Ability to Work Legally in the United States

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

## Statement of No Criminal Conviction

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

## CPR and First Aid Requirements

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

## At-Sea Monitor Standards of Conduct

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

## Observer/At-Sea Monitor Duties and Data Collection Requirements

- 1) General Observer Duties and Data Collection Requirements – Fishery Observer I, II, and III
  - a) Observers/At-Sea Monitors shall collect scientific, management, compliance, and other data at sea through interviews of vessel captains and crew; observations of fishing operations; sampling catch; measuring selected portions of the catch and fishing gear; and collecting samples. Observer/At-Sea Monitor coverage is mandated by a number of statutes and is an integral part of the regulations. These authorities empower the observer/At-Sea Monitor to perform certain functions aboard vessels as well as afford protection to the observer/At-Sea Monitor against interference and intimidation in the course of performing his/her duties.
  - b) Observer/At-Sea Monitors shall collect data on fishing effort, location, retained catch and discarded catch for each gear deployment that occurs while the observer/At-Sea Monitor is aboard the vessel. The At-Sea Monitor Sampling Manual describes data collection protocols for gear deployment that the observer/At-Sea Monitor sees as well as those not observed.
  - c) Observer/At-Sea Monitors shall collect length samples from segments of the catch. Observer/At-Sea Monitor protocols, priorities, and data/sample collection procedures are detailed in the At-Sea Monitor Manual.

- d) Observer/At-Sea Monitors shall collect information on any incidentally captured sea turtles, including, but not limited to, location of take, biopsies, measurements, photos, and any other information. Observer/At-Sea Monitors shall also collect information on any marine mammals or other protected species interactions. When protected species are caught, the primary responsibility of the observer/At-Sea Monitor shall be to handle and release the protected species.
- e) Observers shall participate in all training, briefings and debriefings as required by the COTR. Observer/At-Sea Monitors shall participate in port orientations, if offered by NMFS and requested by the COTR (Section B – Supplies or Services and Prices/Costs Training CLIN 0003, 1003, and CLIN 2003. Debriefing of the observer/At-Sea Monitor ensures that the data are complete and as accurate as possible before computer audits are run. Debriefing also provides immediate feedback to the observer/At-Sea Monitor in the field and errors can be corrected immediately. Debriefings shall occur on a regular basis and as frequently as possible either by email, phone or in person. Debriefings shall consist of but are not limited to:
  - i) Reviewing sampling methods and answering Observer/At-Sea Monitor questions;
  - ii) Reviewing preliminary data;
  - iii) Correcting any data errors;
  - iii) Reviewing any other past errors or changes in sampling techniques or recorded on forms;
  - iv) Reviewing any logistical problems or concerns encountered by the observer/At-Sea Monitor; and
  - v) Testing observer/At-Sea Monitor ability to adhere to sampling protocol
  - vi) Checking gear calibration
  - vii) Providing the observer/At-Sea Monitor with any updates on modifications to sampling procedures or other program information.
- f) Observer/At-Sea Monitors who encounter captains or vessels' owners operating in fisheries requiring mandatory observer/At-Sea Monitor coverage that refuses to accept the observer/At-Sea Monitor on their vessel for deployments shall provide documentation of the refusal to NMFS. This documentation shall be provided via e-mail or hard copy to the Branch Chief of the Fisheries Sampling Branch on the day of the event. This documentation shall be of sufficient substance and detail to be usable for NMFS enforcement actions. Narrative shall be provided to completely answer the following guideline questions: who, what, when, and where. This shall be reported on the Incident Report Form (Section J, Attachment 8, Incident Report Form).
- g) Observer/At-Sea Monitors shall send in the whole animal or take a photo of all species encountered the Species ID Verification Program quarterly to NMFS (Section J, Attachment 9, Species Verification Program). Failure to

do so may result in an observer/At-Sea Monitor's change in status (i.e., pre-probation, probation, and decertification).

- 2) Fishery Observer/At-Sea Monitor I – Performance Requirements and Labor Category Definition - The Fishery observer/At-Sea Monitor I shall meet and perform all the General Requirements specified in C.4.3.2a and the following:
  - a) Performs routine tasks associated with recurring and continuing work according to prescribed or established procedural standards and technical methods assigned.
  - b) Assures that tasks are completed, data developed, methods used in securing and verifying data are technically accurate and in compliance with instructions and established procedures.
  - c) Makes estimates of amounts and species composition of fish caught, retained and discarded, using at a minimum, simple, single stage sampling techniques and dichotomous keys.
  - d) According to established standards and detailed procedures, records data on appropriate forms and logs, some of which may be electronic.
  - e) Maintains field equipment and supplies.
  - f) Collects scientific, management, compliance information, and make observations of fishing operations.
  - g) Use and complete a pre-boarding vessel safety checklist.
  - h) Measures selected portions of catch including incidentally caught marine mammals, sea birds and sea turtles.
  - i) Uses calculator and/or PC for calculations and recording data.
  - j) Obtains, enters and transfers data electronically.
  - k) Obtains and records information on gear characteristics of fishing gear types while working either on board vessels, on an alternative platform, or at a shore-based facility.
  - l) Uses interpersonal and communication skills to contact fishermen and schedule observer/At-Sea Monitor sampling trips.
  - m) Observes and documents compliance with fishery regulations, and write affidavits as required.
- 3) Fishery Observer/At-Sea Monitor II - The Fishery observer/At-Sea Monitor II shall meet and perform all the General Requirements specified in C.4.3.2a, perform all duties of Fishery observer/At-Sea Monitor I and the following additional duties:
  - a) Independently executes duties, while learning when and how to resolve exceptions and special problems.
  - b) Estimate amounts and species composition of fish caught, retained and discarded, utilizing knowledge of various statistically valid sampling methods and dichotomous keys.
  - c) Measure selected portions of catch including incidentally caught marine mammals, sea birds and sea turtles.
  - d) Uses calculator and/or PC for calculations and recording data.

- 4) Fishery Observer/At-Sea Monitor III - The Fishery Observer/At-Sea Monitor III shall meet and perform all the General Requirements specified in C.4.3.2a, perform all duties of Fishery observer/At-Sea Monitor II and the following additional duties:
- a) May act as field coordinator of lower graded fishery observer/At-Sea Monitors.
  - b) Demonstrates extensive familiarity of methods, procedures and management to ensure proper day-to-day operations.
  - c) Shifts from one type of responsible technical assignment to other types, which are different in terms of equipment used, of data used, and uses to which data will be put.
  - d) Makes estimates of amounts and species composition of fish caught, retained and discarded, utilizing knowledge of various statistically valid sampling, sub-sampling methods and dichotomous keys.
  - e) According to established standards and detailed procedures, records data on appropriate forms and logs, some of which may be electronic and provide recommendations for updates.
  - f) Oversees the maintenance of field equipment and supplies.
  - g) Collect scientific, management, compliance information, observations of fishing operations, measure selected portions of catch including incidentally caught marine mammals, sea birds and sea turtles.

#### Data Deliverables

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

- 5) Delivery of paper log data shall be received within 5 calendar days (120 hours) of the vessel landing as referenced in Section F.5.5.
- 2) Delivery of electronic data shall be received within 2 calendar days (48 hours) of the vessel landing as referenced in Section F.5.6.
- 3) Delivery of biological specimens (whole fish samples) shall be received within 5 calendar days (120 hours) of the vessel landing as referenced in Section F.5.7.

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

reimbursed under the travel provision section herein (Section B Supplies or Services and Prices/Costs Travel CLINS 0002, 1002 and 2002).

#### At-Sea Monitor Communication

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

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

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

#### At-Sea Monitor Support Services

##### Logistic and Operation Support for At-Sea Monitor Deployment

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

##### Training and Debriefings

Attachment 34, HR Bulletin 103, provides policy and guidance on training for non-government employees. At least 95% of new At-Sea Monitor recruits are expected to pass the required training course (Section J, Attachment 12, ASM



Training Standards) and the required physical examination (Section J, Attachment 5, Physical Standards & Acknowledgement of Risk).

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

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

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

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

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

- an updated list of candidates

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

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

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

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

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

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

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

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

NMFS regularly providing updates on the status of the trip (Section J, Attachment 16, Trip Trainer Certification Program).

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

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

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

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

At-Sea Monitors shall be expected to remain as active At-Sea Monitors or serve in other capacities directly related to the Northeast Fisheries At-Sea Monitor Program (e.g. program management) for at least one (1) year after training. The contractor shall reimburse the Government for training expenses for any At-Sea Monitors terminating their At-Sea Monitor employment with the contractor within one (1) year of completing the NMFS training. This will be done by issuing a credit for the next training session. For example, if three (3) At-Sea Monitors leave the program prior to completing one (1) year of employment, at the next training, three (3) individuals' training costs (Section B Supplies or Services and Prices/Costs Training CLINS 0003, 1003, and 2003) and hourly wages associated with the training (Section B Supplies or Services and Prices/Costs

Hourly Rate At-Sea Monitor CLINS 0004, 1004 and 2004) will not be billed to the Government.

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

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

#### Data Quality Control

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

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

#### At-Sea Monitor Equipment, Operation and Maintenance

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

The gear and equipment, purchased and charged to the Government in the performance of the contract becomes Government property at the end of the contract. Equipment and gear should be inspected and repaired in accordance with manufacturers specification as needed and at a minimum of once per year.

Newly acquired gear must be of the same quality as the originally provided Government gear. At-Sea Monitor gear and contractor's tracking and maintenance of such gear is subject to periodic audit by the Government. The Government retains the right to modify gear specifications and requirements to meet research collection needs.

#### Travel and Lodging

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

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

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

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

#### Vessel Selection

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

symptoms of illness or who may be contagious. In the event that an At-Sea Monitor falls severely ill or injured at sea, and the vessel must prematurely cease fishing to return the At-Sea Monitor to port, the contractor shall propose a plan on how to work out a fair reimbursement for the vessel's fuel expenses.

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

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

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

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

Cost Reimbursement is authorized for At-Sea Monitors for the time associated with a "cancellation" in instances where trips are cancelled at the dock or when an at-sea monitor is en-route to the vessel and cancellations occurs. The maximum amount of time for a cancellation is up to 2.5 hours. Travel to and

from the site and per diem are not included unless conditions in C.4.3.5 are met. Any costs billed for a "Cancellation" will be billed against CLINS 0004, 1004 and 2004. A travel voucher (Section J, Attachment 21, At-Sea Monitor Travel Voucher) is required for proper reimbursement.

### Safety Requirements

Vessels must be in compliance with the At-Sea Monitor Health and Safety Regulations before an At-Sea Monitor is deployed (<https://www.federalregister.gov/documents/2007/11/01/E7-21550/magnuson-stevens-act-provisions-general-provisions-for-domestic-fisheries-observer-health-and-safety>). Vessels must pass the Pre-Trip Vessel Safety Checklist (Section J, Attachment 23) that will be performed by the At-Sea Monitor with the assistance of the captain or designee prior to deployment. If the vessel fails to pass the Pre-Trip Vessel Safety Checklist, the At-Sea Monitor shall not sail on the vessel and shall complete Safety Deficiency Report (Section J, Attachment 22, Safety Deficiency Report), which shall be provided to the captain and NMFS.

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

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

(Section J, Attachment 23) to NMFS.

### Communication

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

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

The contractor shall provide NMFS with all written documents/memos that are sent their At-Sea Monitors within 24 hours of when the document/memo is sent as referenced in Section F.5.25. 63

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

#### Notification of Potential Infractions

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

#### Vessel Operations and Working Conditions

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

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

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



## Data Quality

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

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

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

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

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

## Contractor Standards of Conduct

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

## At-Sea Monitor Termination Documentation

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

used to determine trends and assist in improving retention of qualified At-Sea Monitors as referenced in Section F.5.20.

#### Emergency Action Plan

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

#### Quality Assurance Plan

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

### PERFORMANCE MONITORING

#### Quality Assurance Surveillance Plan

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

### SECURITY RISK LEVEL DESIGNATIONS

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

- Program Manager  
SECURITY RISK = Low
- Coordinator  
SECURITY RISK = Low
- Observer I, II, III  
SECURITY RISK = Low

## Investigation Packages

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

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

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

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

## CLAUSES INCORPORATED BY REFERENCE

CAR 1352.237-71 SECURITY PROCESSING REQUIREMENTS—LOW RISK CONTRACTS (APR 2010)

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

CAR 1352.237-73 FOREIGN NATIONAL VISITOR AND GUEST ACCESS TO DEPARTMENTAL RESOURCES (APR 2010)

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

## Electronic Monitoring Program Standards

### *EM Program Duration*

- A vessel must opt into an EM program for an entire fishing year, with the following exceptions:
  - A sector may allow a vessel a single opportunity to opt in/out of EM at any time during a fishing year. A sector must have both an approved ASM and EM plan included in its operations plan to offer its member vessels this flexibility if the vessel intends to continue fishing during the remainder of the fishing year. A vessel that opts in/out of EM mid-year should expect a transition period to accommodate changes to PTNS and other data systems, during which time it may continue fishing under its current monitoring program.
  - VMPs are approved by gear type. A vessel enrolled in an EM program is expected to acquire an approved VMP for all groundfish gear types used by the vessel. A vessel owner or operator that chooses to switch gear types (e.g., gillnet to trawl) mid-year must work with their service provider to reconfigure the EM system if necessary, and develop and submit a revised VMP for approval. Depending on the extent of the changes and assuming the vessel's sector also has an ASM contract, the vessel may be temporarily categorized as an ASM vessel until the VMP authorizing the use of the new gear type is approved. Trips taken by the vessel during this time would be assigned an ASM. If the vessel's sector does not hold an ASM contract, the vessel would not be authorized to fish until the revised VMP is approved.

### *EM Requirements*

- The EM system must be operational on every sector EM trip taken by a vessel. A vessel may not fish a sector EM trip without an operational EM system onboard, unless:
  - **Issued a waiver by NMFS:** In the event that a vessel's EM system is not operational as required, the vessel operator should troubleshoot the issue as described in the vessel's VMP. If the vessel operator and/or EM service provider staff are unable to resolve the issue, they must notify NMFS and request a waiver through PTNS. Waivers will be granted at NEFSC's discretion.
  - **Assigned an ASM:** A vessel enrolled in an EM program that intends to fish with a gear type that it does not have an approved VMP for will be assigned an ASM. If the vessel's sector does not hold an ASM contract, the vessel would not be authorized to fish until the revised VMP is approved.
- The EM system must be operational for the entire duration of the trip.
- Vessels must conduct a system check prior to departing on a sector trip. Instructions for completing a system check, and guidance for troubleshooting issues, should be included in the vessel's VMP.
- No person may tamper with, disconnect, or destroy any part of the EM system, associated equipment, or data recorded by the EM system.

### ***Vessel Operator Requirements***

- A vessel using EM may still be selected for NEFOP or NEFOP Limited coverage and must carry a NEFOP or NEFOP Limited observer if selected. The NEFOP program is necessary to collect biological data and satisfy Standardized Bycatch Reporting Methodology, Marine Mammal Protection Act, and Endangered Species Act requirements. The EM system must be operational and the vessel operator and crew must comply with catch handling protocols when carrying a NEFOP or NEFOP Limited observer.
- The EM system, associated equipment, vessel trips reports, VMP, and other records must be available for inspection upon request by NOAA Fisheries staff.
- A vessel operator must ensure the EM system is fully operational during a sector trip, including:
  - Maintaining power to the EM system at all times for the duration of the trip.
  - Ensuring the EM system is operating, recording, and retaining the recording for the duration of every trip.
  - Maintaining clear and unobstructed camera views at all times.
  - Ensuring lighting is sufficient in all circumstances to illuminate catch so that catch and discards are visible and may be identified and quantified as required.
- A vessel operator and crew must comply with the NMFS-approved VMP at all times.
- A vessel owner or operator must submit all EM data for all EM sector trips to the EM provider in accordance with program requirements (e.g., method and timing):
  - a. Each trip's EM data must be submitted to the EM service provider within 7 calendar days following completion of the trip.
- Vessels using maximized retention electronic monitoring must retain all fish from each allocated regulated species, regardless of length.

### ***Vessel Monitoring Plan Requirements***

- A vessel electing to use EM as part of the sector's EM program may work with the sector's approved provider to develop a vessel- and gear-specific VMP for NMFS approval. If a vessel intends to fish with EM on May 1, the VMP must be submitted to NMFS for approval a minimum of 30 calendar days in advance of the fishing year. Otherwise, the VMP must be submitted to NMFS for approval a minimum of 10 business days prior to a vessel's intended start date.
- A vessel must have a NMFS-approved VMP to use EM for a given gear type on a sector trip. At a minimum, the VMP must incorporate these EM Program Standards by reference, and the following sections (below). Further details on the required information can be found in the VMP guidance template in the [Resources Available to Sectors](#) section:
  - General vessel information, including gear type;
  - List of contacts;
  - EM system components and specifications;
  - Vessel reporting requirements;
  - Vessel operator responsibilities;
    - System operations and maintenance;
    - Catch handling requirements; and

- Dockside monitoring requirements (if applicable);
    - EM system malfunction protocols; and
    - Troubleshooting guide.
- A copy of the approved VMP must be on board the vessel and accessible at all times.
- The captain and crew of a vessel must abide by catch handling protocols, and all other requirements of the VMP, at all times on a sector trip. The captain and crew of a vessel must sort catch and process any discards within the view of the cameras in a manner consistent with the VMP.
- Substantial modifications to the VMP must be approved by NOAA Fisheries prior to fishing. A vessel that intends to modify its fishing practices mid-year and requires VMP modifications must allow for a transition period to accommodate VMP review and approval by NOAA Fisheries.

***Dockside Monitoring Requirements (Applicable to maximized retention EM vessels only)***

- Vessels using maximized retention electronic monitoring must participate in either an independent third party dockside monitoring program approved by NMFS, or the dockside monitoring program operated by NMFS, as instructed by NMFS.
- The vessel operator must notify the DSM program of its intention to sail prior to beginning a sector EM trip. The notification schedule (e.g., upon sailing or in advance) and method (i.e., text, VMS) will depend on the nature of the vessel's activity (e.g., day boat vs trip boat vessels) and will be described in the vessel's VMP.
- The vessel operator or dealer must provide an offload time to the DSM program in advance of landing. The advance notice of landing and offload schedule will be dependent on the nature of the vessel's activity (e.g., day boat vs trip boat vessels) and will be defined in the vessel's VMP. The standard advance notice is as follows:
  - 4 hours for day boat vessels.
  - 48 hours for trip boat vessels.
    - For trip boat vessels, the vessel operator or dealer will provide the DSM program with a hail weight for the total catch of allocated groundfish 24 hours prior to offload.
- The vessel operator, crew, and dealer must offload all allocated groundfish in the presence of the DSM. The vessel operator and crew may not begin offloading unless a DSM is present or they have received a waiver from the DSM program.
  - In the event that a DSM is not available to observe an offload, the vessel operator may request a waiver by contacting the DSM coordinator. Waivers may be granted at the NEFSC's discretion.
- All fish below the minimum size must be offloaded before other fish that meet the minimum size and must be provided to the dockside monitor at the sampling station.
- The vessel operator and crew must retain all allocated groundfish categorized as LUMF and sort it separately from any sublegal catch to facilitate data collection by a dockside monitor.
- The vessel operator and crew, or dealer personnel, must separate sublegal allocated groundfish catch by species. The vessel operator and crew may NOT combine sublegal and terminal legal-sized market category catch for any species.

- The vessel operator must allow the DSM access to the fish hold immediately following the offload in order to confirm all allocated groundfish were offloaded. A vessel representative must observe/accompany the DSM during the hold inspection. The vessel representative must provide support for the DSM to safely embark and disembark the vessel (e.g., ladders/steps/assistance etc.).
- The primary dealer is required to retain all sublegal allocated groundfish catch in order to be weighed and sampled by the DSM.
- Dealers are required to clearly mark all containers containing sublegal catch to facilitate tracking, and are required to provide settlement documents to the DSM program for any allocated groundfish forwarded to secondary dealers.
- Dealers must report landings of all fish, including those below the minimum size.
- Dealers are required to provide DSMs with access to facilities equivalent to what is provided to the dealer's staff, including: A safe sampling station, with shelter from weather, for DSMs to conduct their duties and process catch; access to bathrooms; and access to facilities for washing equipment with fresh water.
- Dealers must provide settlement documents to the DSM program

## **Resources Available to Sectors**

### API Specifications

Guide to Catch Accounting (located in Fishing Year 2021 Sector Report Guide v 12.0.0)

Vessel Monitoring Plan Document Management Application (VMAN)

Vessel Monitoring Plan Development and Guidance for EM Programs

Video Review Guidance Document

## **EM Program Roles and Responsibilities**

Below is a description of the rules and requirements applicable to a sector EM program.

### ***Sector Responsibilities***

- A sector that wishes to use EM to meet monitoring requirements for any of its member vessels must contract with a NMFS-approved EM service provider.
- For fishing year 2022, NMFS will administer a DSM program to support maximized retention EM vessels. In future years, a sector that wishes to use maximized retention EM to meet monitoring requirements will be required to contract with a NMFS-approved DSM service provider.
- If a sector opts to include both an ASM program and an EM program(s) in its sector operations plan, then it must submit a list detailing which member vessels will be enrolled in each program in advance of the fishing year.
  - In the event that a member vessel wishes to switch programs mid-year, the sector must notify NMFS of the change in writing.

### ***Vessel Owner/Operator Responsibilities***

- A vessel must have an operational EM system in order to fish in an EM program. In order to facilitate this, a vessel owner/operator may need to provide an EM service provider with vessel access to provide the following services:
  - Support development of the VMP;
  - Install the EM system and associated equipment;
  - Train the vessel owner/operator on EM system use; and
  - Provide technical support and field services as needed.
- A vessel must complete one burn-in trip after equipment installation, and before enrollment in the sector's EM program, that demonstrates the vessel's EM system is fully operational (i.e., the system is working properly, camera views are adequate, and the captain and crew are familiar with and capable of complying with the catch handling requirements). A vessel may need to complete additional burn-in trips to sufficiently demonstrate the EM system is fully operational. Additional information on burn-in trips is available in the VMP Development and Guidance document.
  - Burn-in trips may also be required for annual renewals or for certain VMP system modifications.
- A vessel must adhere to EM program requirements and follow catch handling protocols as described in the VMP at all times on EM sector trips. Noncompliance with EM program requirements (e.g., catch handling inconsistent with the VMP) may affect a vessel's eligibility to participate in the EM program.

### ***Additional Monitoring and Reporting Requirements***

- A vessel enrolled in an EM program must notify its intent to sail in the PTNS at least 48 hours prior to departure, consistent with existing requirements.
- A vessel enrolled in an EM program must carry a NEFOP or NEFOP Limited observer when selected for coverage, consistent with existing requirements.



- A vessel enrolled in an EM program must submit VTRs electronically (eVTR). The eVTRs must include an estimated total weight of each discarded groundfish species, consistent with existing requirements.

### **At-Sea Requirements**

- The vessel operator and crew onboard a vessel enrolled in an EM program must maintain cameras' operability and functioning throughout the trip to ensure visibility (e.g., power, cleanliness).
- The vessel operator and crew onboard a vessel enrolled in an EM program must follow catch handling requirements as described in the VMP, including but not limited to discarding all species at designated discard control points on the vessel. Additionally:
  - Vessels participating in the audit model EM must process all groundfish discards using methods approved and outlined in the VMP (e.g., place groundfish discards on a measuring strip in view of cameras prior to discarding).
  - Vessels participating in maximized retention EM must retain all allocated groundfish categorized as LUMF and sort it separately from sublegal catch to facilitate data collection by a dockside monitor.
- The owner or operator of a vessel enrolled in the EM program must submit:
  - The eVTR for the trip to GARFO in a manner consistent with existing VTR requirements; and
  - All EM data for the trip to the EM service provider within 7 calendar days following completion of the trip.

### **EM Service Provider Responsibilities**

- An EM Service Provider contracted by a sector is responsible for developing a VMP(s) for that sector's member vessel(s) enrolled in the EM program, in collaboration with the owner(s)/operator(s). VMPs should be submitted to NMFS for approval using VMAN.
- An EM service provider is responsible for providing field and technical support services. This includes managing EM systems, installation, maintenance, hard drive retrieval (if applicable), and technical support. Field and technical support services should be available 24 hours a day/7 days a week.
- An EM service provider must submit an application to NMFS to be approved as an EM service provider. NMFS will solicit applications annually. Further details on the application process can be found at § 648.11(h)(3).
- Video reviewer training is conducted by NMFS personnel. Interest in (or requests for) training must include a justification of need and a firm commitment to a number of seats. The minimum size for a training class is 8 and the maximum class size is 24 (total candidates). NMFS may waive the class size depending on program needs. Training will include reviewers employed by multiple vendors. Refresher training is conducted when data logs or protocols change. Video reviewer training is infrequent; however attendance is mandatory.
- An EM service provider must provide of the following information pertaining to EM video reviewer candidates to NOAA Fisheries 30 working days before the beginning of the training:
  - A list of the individuals attending;

- A copy of each person's resume;
- Reference checks (name of individual providing the reference, association with the video reviewer, contact information (phone number, email), and information about the EM reviewer's past performance);
- Security checks must be initiated (NOAA Fisheries will provide Form 65-7 Request for Security Assurance);
- A copy of each candidate's transcripts; and
- Supporting documentation to verify candidates.
- An EM service provider must provide a notification of new video review hires to NOAA Fisheries two weeks prior to the contractor/employee(s) projected start date for US Citizens. The notification requirement for all Foreign Nationals is a minimum of 30 days. The following information must be provided for each contractor/employee: Full name, phone number, and electronic mail address. NOAA Fisheries understands that a new hire list may change frequently before the start of training; however, a final list of candidates must be provided to NOAA Fisheries one week prior to the start of training. NMFS retains the right to reject any EM video reviewer proposed by the EM service provider if his or her qualifications or do not meet the standards or their work has been performed at an unsatisfactory level on previous projects, or if their behavior on other projects has been disruptive.
- EM video reviewer candidates must meet standards required by NOAA Fisheries consistent with EM regulations:
  - A high school diploma or legal equivalent.
  - All video review candidates employed by an EM service provider must undergo a training session with NMFS and be tested prior to certification (see § 648.87(b)(4)(iv)). Video review candidates must meet all training standards and maintain these standards as certified video reviewers. Candidates must demonstrate their ability to collect accurate data, including the aptitude to accurately identify fish species by successfully completing and maintaining the Species Identification Verification Program requirements as specified by NMFS. Video reviewers may be required to attend refresher training sessions, at the discretion of NMFS, to maintain certification(s).
  - All video review staff employed by an EM service provider must follow NEFSC-established video review protocols. A link to complete documentation of the video review protocols can be found in the Resources Available to Sectors section.
  - EM provider staff must not have been decertified as an at-sea monitor, or an observer, due to problems with data quality or standards of conduct, in any NOAA Fisheries observer program. An EM provider staff's references of previous employment as NOAA Fisheries approved at-sea monitors or observers shall be verified by the EM provider to satisfy this requirement.
  - Absence of fisheries-related convictions, based upon a thorough background check;
  - Independence from fishing-related parties including, but not limited to, vessels, dealers, shipping companies, sectors, sector managers, advocacy groups, or research institutions to prevent conflicts of interest. This means EM provider staff may not have direct financial interest, other than the provision of monitoring services, in the fishery, including, but not limited to:

- Any ownership, mortgage holder, or other secured interest in a vessel or processor involved in the catching, taking, harvesting or processing of fish;
  - Any business selling supplies or services to any vessel or processor in the fishery; and
  - Any business purchasing raw or processed products from any vessel or processor in the fishery.
- To ensure data quality and completion of the EM reviewer training and certification process, following completion of training, an EM video reviewer's first three reviews and the resulting data shall be immediately reviewed, edited and approved after each trip by NOAA Fisheries prior to any further trip reviews by that EM reviewer. During the EM reviewer's first three deployments their data must be received, edited, and the EM reviewer must be "cleared" by NMFS to review on their next trip. This notification will be sent via e-mail to the EM provider. The EM reviewer may not review additional trips until the e-mail notification has been sent by NMFS. If the data quality is considered acceptable, the EM reviewer would become certified. NMFS may require additional training trips (beyond three) if the data quality is not considered acceptable enough for certification. If the data quality is not considered acceptable at any point during the initial reviews the EM reviewer would not be certified by NMFS.
- An EM video reviewer's ability to work will be based on his or her certification, which involves continual data quality assessments and recertification. If an EM reviewer does not adhere to NMFS protocols or meet standards they may be placed on pre-probation, probation or decertified, as described in the NMFS policy statement regarding certification (Section J, Attachment 26, ASM At-Sea Monitor Performance Monitoring, Review, Probation and Decertification).
- An EM service provider must use NOAA Fisheries data systems in the management of EM data, including but not limited to:
  - An EM service provider must submit all required data elements for a trip (i.e., groundfish discards and other information) as described in the Video Reviewer Guidance document via an EM Detail File.
  - An EM service provider must submit EM Detail Files to NOAA Fishery Monitoring via the NEMIS API. Data must be formatted according to the API specifications. The API documentation describes the data file format, the data structure, and all annotation codes required for data submission to the API. The API documentation is provided in a commonly used standardized format;
  - An EM service provider must use the NOAA Fishery Monitoring Web Portal to manage EM data, including but not limited to tracking: Trips, video review status, video review staff certifications, and more;
  - An EM service provider must use NOAA's VMP software, VMAN, for VMP submittals, approvals, and updates; and
  - An EM service provider must sign a non-disclosure agreement to access government databases and systems.
- An EM service provider must ensure all EM data is collected and transmitted in a manner that ensures data integrity and protects confidential business information.
  - An EM service provider must securely store EM data for a period of time as specified by NMFS' policy directive. An EM service provider must retain and store the raw EM

data, reports, and other vessel EM trip records for a period of 12 months after catch data is finalized for the fishing year. NMFS will notify providers of the catch data finalization date for each year, typically occurring in July of the following year. EM data must be stored securely, whether on hard drives, local servers, or via cloud storage services. EM data must be released to NMFS personnel and authorized officers, or as otherwise authorized by the owner of the vessel.

- An EM service provider must provide NMFS, and its authorized officers and designees, access to all EM data immediately upon request.
- An EM service provider must provide NMFS with all software necessary for accessing, viewing, and interpreting the data generated by the EM system, including submitting the agency's secondary review data to the API and maintenance releases to correct errors in the software or enhance software functionality.
  - An EM service provider's software must support a "dual user" system that allows NMFS to complete and submit secondary reviews to the API.
  - An EM service provider's software must allow for the export or download of EM data in order for the agency to make a copy if necessary.
  - An EM service provider must provide a software training for NOAA Fisheries staff.
- An EM service provider must provide the following to NMFS upon request:
  - Assistance in EM system operations, diagnosing/resolving technical issues, and recovering lost or corrupted data;
  - Responses to inquiries related to data summaries, analyses, reports, and operational issues;
  - Access to video reviewers for debriefing sessions;
  - Technical and expert information, if EM data are admitted as evidence in a court of law. All technical aspects of a NOAA Fisheries-approved EM system may be analyzed in court for, inter alia, testing procedures, error rates, peer review, technical processes, and general industry acceptance. To substantiate the EM system data and address issues raised in litigation, an EM service provider must provide information, including but not limited to:
    - If the technologies have previously been subject to such scrutiny in a court of law, a brief summary of the litigation and any court findings on the reliability of the technology.
  - A copy of any contract between the EM service provider and sectors requiring EM services;
  - EM data and other records specified in the regulations at § 648.11(l)(ii).
- An EM service provider must provide feedback to vessels following a trip on the vessel operator and crew's catch handling and camera maintenance. The EM service provider must also provide a copy to NMFS upon request.
- An EM service provider must notify NMFS via an incident report submitted in the NOAA Fishery Monitoring Web Portal within 24 hours after the EM service provider becomes aware of any of the following:
  - Any information, allegations, or reports regarding possible harassment of EM program staff (e.g., video reviewers, technicians, dockside monitors);

- Any information, allegations, or reports regarding possible EM system tampering;
- Any information, allegations, or reports regarding EM service provider staff conflicts of interest; and
- Any other information pertaining to noncompliance with program requirements, as specified by NMFS.
- Performance issues may affect a provider’s eligibility for approval as an EM service provider and/or individual EM video reviewer certifications.

7th:

### ***NMFS Responsibilities***

NMFS is responsible for the following:

- VMP review and approval.
- Review and approval of EM service provider applications.
- Data and formatting standards of EM programs.
- EM data collection training for service provider staff.
- Selecting trips for the service provider to review.
- Data quality, assurance, and integrity of EM data. This includes data validation and audits, conducting a secondary review on a subset of trips to monitor the EM service provider’s performance, and providing feedback to the EM service provider.
- Providing feedback on vessel reporting via the sector manager regarding reviewed trips. Feedback forms will be distributed on a weekly basis via Kiteworks.
- Video and data storage when it takes possession of a copy of EM data as an agency record.
- For the audit model program, NMFS is also responsible for:
  - a. Conducting the audit, whereby the eVTR submitted by the vessel operator is compared to the EM Detail File submitted by the EM service provider.
- For the maximized retention program, NMFS is also responsible for:
  - a. Administering an agency-run DSM program in support of a maximized retention EM program (Fishing years 2022 and 2023 only).

8th:

## **NOAA Fisheries Audit Model EM Program**

### ***Program Goal***

The goal of the audit model EM program is to use cameras to validate the groundfish discards reported on a vessel’s eVTR for use in catch accounting.

### ***Description of the Audit-Model Process***

Under this model, the vessel operator and crew adhere to catch handling protocols for all sector EM trips (based on whether the vessel has an approved VMP for a given gear type). The vessel operator and crew hold groundfish discards on a measuring board and under a camera prior to discarding, and discard other species in view of cameras at designated discard control points. The vessel operator estimates the total weight of groundfish discards on an eVTR, and submits the video footage to the EM service provider. The EM service provider reviews trips selected for audit

and develops an independent estimate of groundfish discards for the trip. The EM data is compared to the eVTR for the purposes of catch accounting.

- During each sector EM trip taken by a vessel, the EM system records all fishing activity onboard the vessel. The vessel captain and crew sort, measure, and discard fish within view of the cameras and in accordance with catch handling protocols.
- The captain and crew must adhere to the following catch handling requirements:
  - Legal-size groundfish must be kept and sublegal-size groundfish must be discarded, consistent with regulations;
  - Sublegal-size and unallocated groundfish must be sorted by species and measured (e.g., on a measuring board) within view of cameras prior to being returned to the sea. A more complete description of measuring protocols is included in the VMP guidance template. VMP measuring protocols may vary by vessel.
    - Groundfish flounders must be placed on a measuring strip on both the dorsal and ventral sides to ensure proper identification. If flatfish are grouped by species and measures, only the first five fish should be measured on both sides for identification;
    - When discarding wolffish, the vessel operator or crew member may opt not to measure the fish if doing so would present a safety risk; and
    - If the vessel encounters a high volume of discards, the captain and crew may employ:
      - A subsampling methodology. If there are more than 20 discards of a given species (e.g., haddock), the vessel operator and crew may measure 20 fish at random and discard the rest one at a time so as to allow the video reviewer to count the total number of fish; or
      - A volumetric estimate methodology, if approved by NMFS. NMFS is currently working with EM vessels to develop volumetric protocols.
  - LUMF may be discarded, if authorized by the vessel's sector LOA. LUMF should be displayed in view of the measuring camera prior to discarding. The estimated weight of LUMF (i.e., present weight, not estimated whole weight) should be reported by the vessel operator on the eVTR.
  - Non-groundfish species should be discarded at designated discard control points, consistent with the vessel's VMP.
- The vessel operator must estimate the total weight of discarded groundfish on the eVTR. The operator must create a new eVTR sub-trip each time the vessel changes statistical area, gear category, or mesh size.
- NMFS selects sector trips for audit when it receives the eVTR for a trip. Trips will be randomly selected and each trip has the same probability of being selected for audit. The video review rate for fishing year 2023 will be announced at a later date
- The sampling unit selected for audit will be a complete trip.
- A list of trips selected for audit are loaded into the NOAA Fishery Monitoring [Web Portal](#) on a weekly basis. EM service providers must access the primary selection list via the [Web Portal](#).
- The EM service provider must complete the primary video review, which includes:

- Review of all raw sensor and image data to confirm completeness of trip;
- Review of sensor data to annotate start and end times, start and end locations, and identify the number of hauls;
- Review hauls to annotate catch and generate the EM Detail File according to specifications; and
- Submit the EM Detail File to the NEMIS API.
- The EM service provider should complete the primary video review and submit the EM Detail Report within 10 business days of the trip selection.
- NMFS will compare the EM Detail File submitted by the EM service provider to the eVTR submitted by the vessel using the following business rules:
  - Minimum requirements for use in catch accounting:
    - Sub-trip is fully observed;
    - Number of efforts match; and
    - Less than 10 percent of annotated catch is unidentified (“fish, nk”).
  - If the minimum requirements are met, the groundfish discards reported on the EM Detail File and the eVTR will be compared to support NMFS’s delta model. If the minimum requirements are not met, an alternative data source (i.e., adjusted VTR, discard rate) is used to account for the trip’s groundfish discards.
- NMFS will use the delta model for catch accounting. The delta model is a vessel- and species-specific estimation of the precision and accuracy of a vessel’s self-reported discards. The delta model is used to adjust the vessel’s self-reported discards to account for over- or under-reporting of discard estimates. Additional guidance on discard catch accounting for EM audit model vessels is located in the Sector Report Guide: Appendix D (Link in the Resources Available to Sectors section) and a summary is included below:
  - For trips that are not selected for review, the vessel’s self-reported discards, as adjusted by the delta model, will be used for catch accounting;
  - For trips that are selected for review and meet the minimum requirements described above, the discards reported by the service provider in the EM Detail File are used for catch accounting.
  - For trips that are selected for review and do not meet the minimum requirements described above, the vessel’s self-reported discards, as adjusted by the delta model, will be used for catch accounting. In instances of chronic poor performance that prevents adequate monitoring, a vessel may be assigned a discard rate.
- After completion of the audit, a feedback report summarizing the results of the audit will be generated and distributed to the vessel via the sector manager. Reports will be distributed on a weekly basis.

## **NOAA Fisheries Maximized Retention EM Program**

Under this model, the vessel operator and crew are required to retain and land all catch of allocated groundfish, including fish below the minimum size that they would otherwise be required to discard, on all sector EM trips. Unallocated groundfish and non-groundfish species must be handled in accordance with standard commercial fishing operations. Any allowable discards must occur at designated discard control points described in the vessel’s VMP. EM data from the trip

will be reviewed by the EM service provider to verify that the vessel operator and crew complied with the catch retention requirements. A DSM will meet the vessel at port upon its return from each trip to observe the offload and collect information on the catch.

### ***Program Goal***

The goal of the maximized retention EM program is to verify compliance with catch retention requirements and collect information on allocated groundfish discards shoreside that would normally be collected at sea.

### ***Description of the Maximized Retention Process***

- During each sector EM trip taken by a vessel, the EM system records all fishing activity onboard the vessel. The vessel operator and crew sort fish and make any allowable discards within view of the cameras in accordance with the catch handling protocols described in the vessel's VMP.
- The vessel operator and crew must adhere to the following catch handling requirements:
  - Retain and land all catch of allocated groundfish, including any sublegal-size catch;
  - Discard unallocated groundfish stocks (i.e., windowpane flounder, ocean pout, wolffish, Atlantic halibut) at designated discard control points;
  - Handle all other species in accordance with standard commercial fishing operations, including adhering to possession limits for halibut (i.e., one fish per trip) and non-groundfish species; and
  - Retain allocated groundfish categorized as LUMF. All LUMF must be kept and landed. LUMF must be sorted separately from sublegal-size groundfish catch.
- The vessel operator and crew must adhere to the following reporting requirements:
  - Communicate with the DSM to facilitate the data collection process at the end of each trip. This includes:
    - The vessel operator must notify the DSM program of its intention to sail prior to beginning a sector EM trip. The notification schedule (e.g., upon sailing or in advance) and method (i.e., text, VMS) will depend on the nature of the vessel's activity (e.g., day boat vs trip boat vessels) and will be described in the vessel's VMP.
    - The vessel operator or dealer must provide an offload time to the DSM program in advance of landing. The advance notice of landing and offload schedule will be dependent on the nature of the vessel's activity (e.g., day boat vs trip boat vessels) and will be defined in the vessel's VMP. The standard advance notice is as follows:
      - 4 hours for day boat vessels.
      - 48 hours for trip boat vessels.
        - For trip boat vessels, the vessel operator or dealer will provide the DSM program with a hail weight for the total catch of allocated groundfish 24 hours prior to offload.
  - The vessel operator must report any discard events on the eVTR, consistent with standard eVTR reporting requirements.



- The vessel operator and crew and the offloading dealer of a maximized retention vessel must accommodate the DSM program:
  - The vessel operator, crew, and dealer must offload all allocated groundfish in the presence of the DSM. The vessel operator and crew may not begin offloading unless a DSM is present or they have received a waiver from the DSM program.
    - In the event that a DSM is not available to observe an offload, the vessel operator may request a waiver by contacting the DSM coordinator. Waivers may be granted at the NEFSC's discretion.
  - The vessel operator must allow the DSM access to the fish hold immediately following the offload in order to confirm all allocated groundfish were offloaded. A vessel representative must observe/accompany the DSM during the hold inspection. The vessel representative must provide support for the DSM to safely embark and disembark the vessel (e.g., ladders/steps/assistance etc.).
  - The vessel operator and crew or dealer personnel must separate sublegal allocated groundfish catch by species. The vessel operator and crew may NOT combine sublegal and terminal legal-sized market category catch for any species.
  - The vessel operator and crew must retain all allocated groundfish categorized as LUMF and sort it separately from any sublegal catch to facilitate data collection by a dockside monitor.
  - In the event of a truck offload, sublegal catch must be loaded into totes, sealed and tagged for inspection by DSM. Totes will be tagged on camera and opened by DSM at inspection site to prevent tampering.
  - In the event of multiple offloads, the vessel operator and crew must arrange for a DSM to be present at each one.
- Dealers must allow dockside monitors access to their premises, scales, and any fish received from vessels participating in the maximized retention electronic monitoring program.
- Dealers must facilitate dockside monitoring for vessels participating in a maximized retention electronic monitoring program, including:
  - Provide a safe sampling station, including shelter from weather, for dockside monitors to conduct their duties and process catch, that is equivalent to the accommodations provided to the dealer's staff.
  - Allow dockside monitors access to bathrooms equivalent to the accommodations provided to the dealer's staff.
  - Allow dockside monitors access to any facilities for washing equipment with fresh water that are provided to the dealer's staff.
- Dealers must process fish for vessels participating in a maximized retention electronic monitoring program consistent with the following requirements:
  - Offload all fish below the minimum size, report fish below the minimum size by species, and provide the dockside monitor access to those at the safe sampling station.
  - Sort by species all unmarketable fish from other fish, when identifiable to species.
  - Clearly identify, mark, or label all containers with fish below the minimum size as containing undersized fish, the fishing vessel from which they were offloaded, and the date of offloading.

- Report all fish below the minimum size, and all unmarketable fish, as instructed by NMFS.
- Selection of maximized retention trips for review:
  - Sector EM trips are selected for review when NMFS receives the eVTR for a trip. Trips will be randomly selected and each trip has the same probability of being selected for review. The video review rate for fishing year 2023 will be announced at a later date.
  - The sampling unit selected for review will be a complete trip.
  - A list of trips selected for review are loaded into the NOAA Fishery Monitoring Web Portal on a weekly basis. EM service providers may access the trip selection list via the Web Portal.
  - The EM service provider completes the primary video review, which includes:
    - Review of all raw sensor and image data to confirm completeness of trip;
    - Review of sensor data to annotate start/end times and locations, and identify number of hauls;
    - Review hauls to annotate any discard events and generate the EM Detail File according to the specifications in the Video Review Guidance document; and
    - Submit the EM Detail File to the NEMIS API.
  - The EM service provider should complete the primary video review and submit the EM Detail Report within 10 business days of the trip selection.
- NMFS will use the same catch accounting methodology used for ASM vessels to account for discards for the maximized retention EM program (i.e., observed trips and discard rates):
  - Trips observed by a NEFOP observer will be charged ACE based on actual discards, if any are recorded by the observer; and
  - Trips that are not observed by a NEFOP observer will receive:
    - A discard rate of zero for allocated groundfish stocks; and
    - A non-zero discard rate based on NEFOP data for unallocated groundfish stocks.
  - The maximized retention EM program will be assigned a separate discard rate strata from ASM vessels.
- NMFS will use dealer data to account for all landed catch with regards to catch accounting, including sublegal-sized catch.
- DSM data will be compared to dealer data to verify that dealers are accurately reporting sublegal catch.