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1 SECTOR OPERATIONS PLAN AND AGREEMENT

2 This NORTHEAST FISHERY SECTOR OPERATIONS PLAN AND AGREEMENT (this “Agreement”) is entered  
3 into as of **May 1, 2023**(the “Effective Date”), by and among XII Northeast Fishery Sector, Inc. (“NEFS  
4 XII”) and each of the Sector members identified on the attached **Exhibit C**.

5 **Recitals**

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

12 B. The parties to this Agreement wish to form a self-selecting voluntary sector under Amendment 16  
13 and to do so are voluntarily entering into this Agreement for **Fishing Year 2023 (May 1, 2023-April**  
14 **30, 2024) and Fishing Year 2024 (May 1, 2024-April 30, 2025)**.

15 **Agreement**

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

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

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

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

6                   2.1. Rule of Three Requirement: Amendment 16 to the NE multispecies FMP  
7 defines a sector as a group of three or more persons, none of whom have an ownership interest in the  
8 other two persons in the sector. This criterion has been fulfilled for FY 2023 with permit # 250541  
9 under the distinct ownership of Tom Bell, permit # 250525 under the distinct ownership of Philip Lynch,  
10 and permit # 149951 under the distinct ownership of Motor Vessel Yankee Rose Inc. . Documentation  
11 of fulfillment of this criterion for FY 2024 will be located in **Exhibit I** of this Agreement and will be  
12 furnished by the Sector in accordance with NMFS guidance and schedule pertaining to bi-annual  
13 operation plan submission.

14                   3. Member and Vessel Permits. The attached **Exhibit D** is provided in accordance with  
15 the requirements of Amendment 16 that all state and federal permits held by Members or assigned to  
16 Members’ vessels be disclosed in each sector’s annual operations plan. Documentation of fulfillment of  
17 this criterion for FY 2024 will be located in **Exhibit I** of this Agreement and will be furnished by the  
18 Sector in accordance with NMFS guidance and schedule pertaining to bi-annual operation plan  
19 submission.

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

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

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

10           6. Sector Manager and Registered Agent. The Board shall from time to time appoint a  
11 person to act as the Sector’s authorized agent in all NMFS and New England Fishery Management  
12 Council matters (the “Manager”), and a person to serve as the registered agent for receiving service of  
13 process on behalf of the Sector (the “Registered Agent”). The procedures for appointing the Manager  
14 and the Registered Agent shall be as provided in the Sector’s Bylaws, as the same may be amended from  
15 time to time. The Manager and the Registered Agent may be the same person. The Manager shall be  
16 responsible for preparing and filing all reports required of the Sector under Amendment 16 and the  
17 related implementing regulations. William Duffy will serve as the registered agent for receiving service  
18 of process on behalf of the Sector. The Sector will notify NMFS prior to May 1, 2023 who will be acting  
19 as their Manager for FY 2023. Documentation of fulfillment of this criterion for FY 2024 will be located  
20 in Exhibit I of this Agreement and will be furnished by the Sector in accordance with NMFS guidance and  
21 schedule pertaining to bi-annual operation plan submission.

22           6.1. Communication with Sector. The Manager is the primary point of contact  
23 for all communications on behalf of the Sector and all communications regarding NEFS XII should be  
24 directed accordingly. In addition to the Sector Manager, Elizabeth Etrie or the acting program director  
25 of Northeast Sector Service Network is authorized to act on behalf of the Sector. At the time in which  
26 this Agreement is entered into, the Board of Directors are as follows:

- 27                           President: Kevin Norton
- 28                           Vice President: Philip Lynch
- 29                           Treasurer: Frank Mirarchi
- 30                           Clerk: Tom Bell

1 Directors: Kevin Norton, Philip Lynch, Frank Mirarchi, Tom Bell, Marc  
2 Gustafson, Joseph Norton, Ronald Gustafson

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

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

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

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

25 7.2. Harvest Share Use. Only Members that notify the Manager in writing on or  
26 before April 15, 2023 (the "Notification Date"), and on or before any succeeding Notification Dates  
27 established by the Board for FY 2023 and FY 2024 thereafter of their intention to harvest Sector ACE  
28 ("**Active Members**") may harvest Sector ACE. Each Member's notice that such Member intends to  
29 harvest Sector ACE shall identify the vessels which will be used for such harvest. **Non-Active Members**  
30 shall not harvest Sector ACE, including without limitation, their own Harvest Share. No **Active Member**

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

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

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

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

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

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

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

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

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

28 7.5. Re-direction of Effort. During FY 2021, NEFS XII vessels switched fishing  
29 efforts into the following fisheries:

- 30 • Fishery: Fluke Gear: Trawl

- Fishery: Squid Gear: Trawl

During the first quarter of FY 2022, NEFS XII vessels switched effort into the following fisheries:

- Fishery: Tuna Gear Rod & Reel
- Fishery: Lobster Gear: Traps

During FY 2023 & FY 2024, NEFS XII anticipates a similar redirection of effort to the fisheries listed above,

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

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

#### 7.7. Consolidation and Redistribution of ACE: Scientific recommendations and

new Magnuson requirements will influence the level of consolidation that will take place in the groundfish fishery. The Sector members intend to utilize sector management to mitigate excessive consolidation that may occur in the effort controlled system where overall management measures are based upon the weakest stocks. In FY 2022, 48% of the permits enrolled in the NEFS XII for FYs 2023 and 2024 are attached to vessels actively fishing for NE multispecies. For FYs 2023 and 2024, the NEFS XII sector has 21 permits currently enrolled. Of those permits 10 are anticipated to actively fish for NE multispecies in FYs 2023 and 2024. While these numbers may change, the NEFS XII sector expects that, compared to FY 2022, there would be no change from the consolidation that previously occurred among the members during FY 2022. The member permits that are not attached to active NE multispecies vessels in FYs 2023 and 2024 are the same permits that did not fish in FY 2022. In most cases, a member who owns multiple permits fished the ACE (or DAS if in the common pool) of all those permits on fewer hulls and will now continue to fish the ACE contributed by all those permits on fewer hulls, resulting in little additional consolidation.

#### 8. Release of Catch Data. Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens

Fishery Conservation and Management Act, 16 U.S.C. §1881a(b)(1)(F), the undersigned hereby

1 authorizes the release to the Manager of XII Northeast Fishery Sector, Inc.; Program Director of  
2 Northeast Sector Service Network, and the FishTrax Programmer, of information that may be or is  
3 considered to be confidential or privileged by the Magnuson-Stevens Act or other federal law regarding  
4 the catch of various species of fish associated with the limited access Northeast multispecies permit with  
5 the Moratorium Right Identifiers (MRIs) enrolled in the sector submitted to the National Marine  
6 Fisheries Service that the undersigned has authority to access. This information includes data required  
7 to be submitted or collected by NMFS, including but not limited to days-at-sea allocation and usage,  
8 vessel trip reports, dealer reports, Northeast Fishery Observer Program data, information collected for  
9 conservation and management purposes, catch and landings history data, at-sea or electronic  
10 monitoring data, VMS information, and all other information associated with the vessel, MRI #, and/or  
11 permit records.

12 9. Further, in the event the Sector contracts with one or more electronic monitoring  
13 providers the undersigned also hereby authorizes the release of information to the sector's electronic  
14 monitoring provider(s) that may be considered to be confidential or privileged by the Magnuson-Stevens  
15 Act or other federal law associated with the limited access Northeast multispecies permit with the  
16 Moratorium Right Identifiers (MRIs) enrolled in the sector's electronic monitoring program. Specifically,  
17 NOAA Fisheries is authorized to release vessel trip report data associated with the vessel, such as vessel  
18 name; vessel permit number; sail date/time; land date/time; Trip ID number; number of hauls; number  
19 of sub-trips; and other trip-related data for the purpose of facilitating trip tracking and management as  
20 required by contract and regulation. Catch Monitoring and Reporting. Each **Active Member** shall  
21 comply with all catch monitoring and reporting requirements established by the Manager, which may  
22 include but are not limited to maintaining and filing copies of accurate catch logs, carrying fishery  
23 observers, installing and operating electronic vessel and catch monitoring equipment, delivering fish  
24 only at pre-approved landing stations at pre-approved times, and completing and filing accurate delivery  
25 reports on a timely basis. Without limiting the foregoing, each **Active Member** shall submit on a timely  
26 basis all catch information as required by and necessary for the Manager to complete and file the  
27 Sector's weekly reports. Each **Active Member's** harvest of Sector ACE shall be calculated and tabulated  
28 in accordance with the catch accounting measures established by NMFS with respect to the Sector's  
29 ACE. Absent manifest error, the catch and delivery information produced by the Manager shall be  
30 presumed accurate, and absent manifest error, each Member's obligations under this Agreement and all  
31 related documents may be enforced to their fullest extent on the basis of such information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 Subject to the provisions of this Section 12 regarding withdrawal prior to the Effective Date, above, a  
24 Member that is eligible to terminate such Member's Sector membership may do so only by providing  
25 written notice to that effect to all other Members on or before April 15, 2023 or such date as the Board  
26 may from time to time establish for that purpose (the "Termination Date") each fishing year. A Member  
27 that fails to provide such notice by the Termination Date shall be deemed to have automatically  
28 renewed its Sector membership for the following year, and all other Members shall be entitled to act in  
29 reliance on such renewal accordingly. If any Member provides a membership termination notice by the  
30 Termination Date, each of the other Members shall have ten (10) days from the date they receive such

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

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

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

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

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

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

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

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

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

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

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

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

28                   16. Release and Waiver of All Claims against Sector Manager; Indemnification and Hold  
29 Harmless. Each Member acknowledges that the effectiveness of this Agreement depends on the  
30 Manager exercising reasonable independent business judgment in good faith in reviewing and approving

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

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

14           18. Binding Arbitration. Each Member and the Sector agree to exercise their best good  
15 faith commercially reasonable efforts to resolve any disputes arising under this Agreement through  
16 direct negotiations. Breaches of this Agreement which are not resolved through direct negotiation shall  
17 first be submitted to a mediation which shall be conducted by one mutually agreeable member of the  
18 Sector Board of Directors, NESSN Board of Directors or by some other mutually agreeable independent  
19 person. If the parties cannot agree on a mediator, the NESSN Board will appoint a mediator. The  
20 mediation must take place within two weeks of the written request for mediation, unless otherwise  
21 agreed upon by both parties. If mediation is unsuccessful, the parties shall submit to binding arbitration  
22 by any party. The parties shall choose a mutually agreeable single arbitrator. If the parties cannot agree  
23 upon an arbitrator, they shall present the names of three potential arbitrators to the previously agreed  
24 upon mediator and that mediator shall select one of those nominees to serve as an independent  
25 arbitrator. When making that determination, the mediator shall ensure that the person serving as an  
26 arbitrator hereunder shall be a person of mature, sound and reasonable business judgment and  
27 experience and consideration shall be given to whether (or not) the proposed arbitrator  
28 has meaningful experience in the fishing industry, either (a) having held a federal fishing  
29 master license or (b) experience as an attorney at law or accountant practicing in the area of fisheries  
30 for at least ten (10) years. The party's written request for arbitration shall include a basic statement of  
31 the issue to be arbitrated, along with all supporting documentation, and an invitation to the

1 other party to discuss potential arbitrators. The Responding party shall briefly respond to the  
2 issues raised in the request or arbitration, assert any applicable defenses, include all supporting  
3 documentation and shall thereafter confer about proposed arbitrators. If the parties cannot  
4 agree upon an arbitrator, they shall select a date (within one week of the discussion) to submit  
5 the names of their three potential arbitrators to the mediator for his/her consideration. Any  
6 arbitrator must have no material ties to the parties, the Sector or any Member of the Sector. The  
7 decision of the arbitrator will be final and binding. The arbitration will be conducted under the  
8 arbitration rules of the Federal Arbitration Act unless the parties agree to another set of arbitration  
9 rules. The parties will be entitled to limited discovery as determined by the arbitrator(s) in his, her  
10 or their sole discretion. All costs of arbitration, including but not limited to the all fees and costs payable  
11 to the arbitrator shall be borne by the party requesting the arbitration. Each party shall bear its own  
12 costs of preparation and presentation, unless, in the case of the Sector as a party, the Board reasonably  
13 determines to assess such costs to the applicable Member, which costs shall be immediately due and  
14 payable. In no event will arbitration be available pursuant to this paragraph after the date when  
15 commencement of such legal or equitable proceedings based on such claim, dispute or other matter in  
16 question would be barred by an applicable statute of limitations. In actions between Members where  
17 the parties agree that the Sector is a necessary party, the parties shall share the Sector's arbitration  
18 costs, including arbitrator's fees and costs of presentation. Where one party alone asserts that the  
19 Sector is a necessary party, that party shall bear the Sector's arbitration costs. Nothing herein shall  
20 prevent the arbitrator(s) from assessing or apportioning all arbitration costs and fees against or between  
21 parties, where a party's claims are frivolous, brought in bad faith or merely to cause delay, or as justice  
22 requires.

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

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

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**EXHIBIT A: HARVESTING RULES FOR FY 2021 and FY 2024**

*The Members and the Participating Vessels of XII Northeast Fishery Sector, Inc., agree to be legally bound to follow the Harvesting Rules for the Fishing Year 2023 (May 1, 2023 to April 30, 2024) & Fishing Year 2024 (May 1, 2024 to April 30, 2025) as described herein, in accordance with all provisions of the Sectors Operations Plans and Agreement (herein "Agreement"), notwithstanding those rules and regulations applicable to the common pool Multispecies vessels. Members and the Participating Vessels of NEFS XII will fish in primarily in the Gulf of Maine, Inshore Georges Bank, Offshore Georges Bank, Southern New England/Mid Atlantic (SNE/MA).*

1. **ANNUAL CATCH ENTITLEMENT:** The members agree that they will not collectively harvest more than the Sector ACE, as adjusted by transfers, for any allocated groundfish stocks. Furthermore, the members agree that once an annual ACE is reached no member will fish commercially with any fishing gear capable of catching any of the allocated groundfish stocks or other species managed under plan within the applicable area(s): except in those situations where a member is participating in an exempted fishery, or if a plan submitted by the Sector under §648.87(b)(2)(xiv) in this document has been approved by NMFS. The Sector members may resume fishing activities if additional ACE is secured through inter-sector ACE transfer. The Annual Catch Entitlement, allocated by NMFS to NEFS XII for FY 2023 is identified in the table below:

Stock	Sector ACE:
GB Cod	
GB Cod East	
GB Cod West	
GOM Cod	
GB Haddock	
GB Haddock East	
GB Haddock West	
GOM Haddock	
GB Yellowtail Flounder	
SNE/MA Yellowtail Flounder	
CC/GOM Yellowtail Flounder	
Plaice	
Witch Flounder	
GB Winter Flounder	
GOM Winter Flounder	
SNE/MA Winter Flounder	
Redfish	
White Hake	
Pollock	

18

- 1 The Annual Catch Entitlement, allocated by NMFS to NEFS XII for FY 2024 will be identified in **Exhibit I** of  
2 this Agreement in accordance with NMFS guidance and schedule pertaining to bi-annual operation plan  
3 submission.
- 4 **2. QUOTA MANAGEMENT:** Sector vessels, the dealers to which they are delivering fish and monitors  
5 will use a PC based software for collecting data, reporting catch, landings and discards, and  
6 reporting catch area information for logbook and stock attribution purposes. The Sector will utilize a  
7 quota release program that sets forth overall sector quota (ACE) release targets by species and  
8 individual member Harvest Share targets as they relate to the Sector targets. Interim and annual  
9 targets will be considered in the development of the Sector’s Fishing Plan. The Sector Manager will  
10 monitor the trajectories to interim and annual targets for the Sectors ACE’s as well as for the  
11 individual members Harvest Shares. The Sector expects to utilize ACE Transfers to balance the  
12 Sector’s ACE during the fishing year to prevent exceeding Sector ACE and to assist Members Harvest  
13 Share management.
- 14 **3. RESERVE:** For each stock held by the Sector, the quota release program will utilize an initial target  
15 trajectory that is not to exceed 90% of the current quota held by the Sector as adjusted by ACE  
16 transfers. The remaining 10% is the minimum aggregate total of the Reserve which will be set aside  
17 prior to Harvest Share distribution to Members. The Sector, through their Board, may modify the  
18 RESERVE holdback percentages for any or all stocks held by the Sector to prevent under or over  
19 harvest of the Sector’s ACE. Specifications in this section for FY 2024 will be documented in **Exhibit I**  
20 in accordance with NMFS guidance and schedule pertaining to bi-annual operation plan  
21 submissions.
- 22 **4. SLOWING CATCH:** The quota release program will incorporate a list of thresholds for both Sector  
23 ACE and member Harvest Shares, for the purposes of alerting the Sector Manager and members.  
24 Thresholds to “Slow Catch”, “Initiate Trading” and “Cease Fishing” will be incorporated into the  
25 Sector quota monitoring system. Members Harvest Shares are net from the Reserve. Therefore,  
26 Harvest Shares trajectories will be set to the Harvest Share. Once 95% of any Sector ACE is  
27 attained, slowing mechanisms such as tiered landing limits that apply differential counting of quota  
28 or service fees to each tier in excess of agreed landing limits may be utilized. When such slowing  
29 mechanisms are triggered or at any time during the fishing year, the Board may direct the Sector  
30 Manager to seek additional ACE through an ACE transfer with other sectors.
- 31 **5. FULL RETENTION OF LEGAL SIZED FISH:** All legal sized fish of allocated stocks harvested during the  
32 fishing operations must be retained and counted against the Sector’s ACE allocation, unless  
33 otherwise exempted.
- 34 **6. DAYS AT SEA:** Each participating permit and participating vessel will be allocated Days-At-Sea (DAS)  
35 by the Regional Administrator. Sector Member permits will not be subject to the DAS reduction in  
36 Amendment 16 for common pool vessels. Members will be required to use a DAS, as specified in

1 controlling FMPs, when conducting fishing operations that are not exempted from DAS usage, for  
2 example, when fishing under a monkfish DAS.

- 3  
4 **7. STOCK AREA DECLARATION:** Prior to leaving port, sector vessels will declare one or more than one  
5 of the four Broad Stock Areas (BSA) as identified in Amendment 16 and relating implementing  
6 regulations.

7 **7.1 Inshore Gulf of Maine Declaration:** For the purpose of providing the Sector and its  
8 Manager with a greater understanding of the fishing patterns conducted by their  
9 members, the following reporting requirements have been crafted and adopted by the  
10 Sector in collaboration with all Northeast Groundfish Sectors in the region. These  
11 provisions afford Sectors an administrative tool to track fishing activity west of the 70:15.  
12 The implementation of the following requirements is conditioned on the adoption by all  
13 Northeast Groundfish Sectors in their FY 2023 & 2024 Operations Plans. In the event this  
14 provision is not adopted by all Northeast Groundfish Sectors the specifications below will  
15 not be implemented by this Sector.

16 **7.1.1** For the purpose of Section 7.1 of the Harvesting Rules, the portion of BSA 1  
17 west of 70:15 to the shoreline north to the Maine Coast and South to Cape  
18 Cod would be defined as **Inshore GOM**.

19 **7.1.2 When an Observer/Monitor is onboard.** The Sector Vessel may declare and  
20 fish in all Broad Stock Areas, including the portion of BSA 1 defined as the  
21 Inshore GOM defined in this section.

22 **7.1.3 When an Observer/Monitor is NOT onboard:**

- 23 **A.** If the Sector Vessels intends to fish West of the 70:15 in the area described in  
24 Section 7.1.1 of these Harvesting Rules as the Inshore GOM, at any time  
25 during a trip, the vessel must declare BSA 1 only and the Sector Vessel may  
26 not conduct any fishing activity outside of the area defined as BSA 1 for the  
27 entire trip.
- 28 **B.** If the vessel declares more than one Broad Stock Area on a trip, the vessel is  
29 prohibited from conducting fishing activity west of the 70:15 in the area  
30 described in Section 7.1.1 of **Exhibit A:** Harvesting Rules as the inshore GOM.
- 31 **C.** If the Member declares more than one BSA on the trip, the Member is  
32 prohibited from conducting fishing activity West of the 70:15 in the area  
33 described above as the Inshore GOM.
- 34 **D.** The Member must indicate acknowledgement of this restriction by  
35 transmitting a Trip Start Hail, through their VMS unit or third party software,  
36 and check the “b. Inshore Gulf of Maine” from the list of Sector Ops Plan  
37 Provisions in the Trip Start Hail.

1                   **7.1.4** XII, Northeast Fishery Sector Board of Directors reserves the right to remove  
2                   and/or modify this Inshore GOM Declaration provision at any time during  
3                   the 2023-2024 Fishing Year.

4                   **7.1.5** Continuation of H.R. §7.1 in FY 2024 will be documented accordingly in  
5                   **Exhibit I**  
6

7 **8. TRIP HAIL:** Sector vessels will comply with any Hail requirements established by the Sector and/or  
8 Agency.

9       **8.1 METHOD OF TRANSMISSION HAILS:** The sector vessels will be transmitting HAILS (Trip  
10 Start and Trip End) electronically via the email messaging component of their VMS units.  
11 All data necessary to the requirements will be sent in compressed formats to minimize  
12 characters and maximize message capacity directly to the Sector’s Server which will  
13 collect, store, convert and relay all data elements necessary to meet various requirements.  
14 The Sector will relay required HAILS (Trip State and Trip End) to NMFS, immediately upon  
15 receipt. In the event that the primary system is unavailable, Sector Vessels will utilize a  
16 backup system, including but not limited to, direct cell phone or radio transmission  
17 between the vessel and NMFS OR a relay through the Sector Manager.

18       **8.2 TRIP START HAIL:** Prior to leaving port on a trip in which the catch of allocated stocks will  
19 count against the Sectors ACE i.e. a sector trip, each Active Vessel must notify their Sector  
20 Manager that the vessel is departing on a sector trip by completing a Trip Start Hail. The  
21 Trip Start Hail (“TSH”) must include:

22                   **8.2.1** Operator’s Permit Number

23                   **8.2.2** Vessel Trip Report (VTR) serial number

24                   **8.2.3** Whether an Observer (NEFOP) or At-Sea Monitor (ASM) is onboard

25                   **8.2.4** Usage of specific sector exemptions which require identification in the TSH

26                   **8.2.5** Usage of specific sector plan provisions which require identification in the  
27 TSH

28                   **8.2.6** Landing Port City

29                   **8.2.7** Landing State (abbreviation)

30                   **8.2.8** Estimated time and date of arrival in port

31                   **8.2.9** Estimated time and date of offloading (required **only** for trips less than 6  
32 hours in duration **or** if fishing within 6 hours of the offload port)

33                   **8.2.10** Any comments as directed by the Sector Manager or NMFS Regional  
34 Administrator  
35

36       **8.3 TSH FOR TRIPS LESS THAN SIX HOURS OR OCCURRING WITHIN SIX HOURS OF PORT:** For  
37 trips less than six hours in length or occurring within six hours of port, the estimated time  
38 of arrival to port, offload location and estimated offload time will be provided in the Trip  
39 Start Hail (TSH). The Trip End Hail (TEH) will be sent upon completion of the last tow with

1 required updated information. An alternative timing for the TEH may be implemented  
2 during FY 2023 or 2024 if agreed upon by the Sector, and NMFS.

3 **8.4 TSH FOR TRIPS LESS THAN SIX HOURS OR OCCURRING WITHIN SIX HOURS OF PORT:** For  
4 trips less than six hours in length or occurring within six hours of port, the estimated time  
5 of arrival to port, offload location and estimated offload time will be provided in the Trip  
6 Start Hail (TSH). The Trip End Hail (TEH) will be sent upon completion of the last tow with  
7 required updated information. An alternative timing for the TEH may be implemented  
8 during FY 2023 or 2024 if agreed upon by the Sector, and NMFS.

9 **8.5 TRIP END HAIL:** The trip-end hail report must be submitted at least 6 hours in advance of  
10 landing for all trips at least 6 hours in duration or occurring more than 6 hours from port.  
11 For shorter trips, the trip-end hail reports must be submitted within sufficient in  
12 consultation with NMFS Office of Law Enforcement. An alternative timing for the trip end  
13 hail may be implemented during FY 2023 or 2024 if agreed upon by the sector, the  
14 monitoring provider, and NMFS. The trip end hail must include the following:

15 **8.5.1** Operator's Permit Number

16 **8.5.2** Vessel Trip Report (VTR) serial number

17 **8.5.3** First landing port city

18 **8.5.4** First landing State (abbreviation)

19 **8.5.5** Dealer/Offload Location

20 **8.5.6** Estimated time and date of arrival

21 **8.5.7** Estimated time and date of offload

22 **8.5.8** Second offload port city

23 **8.5.9** Second offload State (Abbreviation)

24 **8.5.10** Total Groundfish Kept in pounds

25 **8.5.11** Total non-Groundfish kept in pounds

26 **8.5.12** Any comments as directed by the Sector Manager or NMFS Regional  
27 Administrator

28  
29 **9. VESSELS FISHING MULTIPLE STOCK AREAS:** If a vessel declares into multiple stock areas the vessel  
30 will complete a catch report each time the vessel changes areas.

31  
32 **10. FISHING IN US/CA AREAS:** When fishing in the US/CA area, a sector vessel that fishes in more than  
33 one US/CA area or more than one of the four stock areas will complete a catch report each time the  
34 vessel changes areas. Sector vessels will track their Eastern US/CA sub-ACE for Cod and Haddock  
35 separately while fishing in the Eastern Area. Sector vessels may fish in all US/CA areas as well as  
36 Open areas in the same trip. In addition to VMS declaration requirements, the vessel will declare  
37 the stock areas (of the Four A16 reporting areas) intended to be fished prior to starting a trip.

38  
39 **11. CLOSED AREAS:** Participating vessels may fish in closed areas to the extent authorized by NMFS.  
40

1       **11.1    CLOSED AREA II GEAR SHARING AGREEMENT:**    For the purpose of minimizing gear  
2 conflicts in CA II with members of the offshore lobster fleet the following gentlemen's  
3 agreement remains effective for all Sector Members. Specifically,

4               **11.1.1** Parties to the Agreement will be:

- 5                   A. All sector trawl vessels with access to CAII
- 6                   B. All offshore lobster vessels dishing with traps in CA II

7               **11.1.2** From June 15 to October 31

- 8                   A. 41 30 north to the Southern boundary of the Triangle will be no trawling  
9                   by Sector Vessels.
- 10                  B. 41 30 South, status quo / shared by mobile gear and fixed gear
- 11                  C. Triangle, status quo / shared by \*Selective mobile gear\* and fixed gear  
12                  fishermen

13              **11.1.3** From November 1 to June 15

- 14                  A. 41 30 North to the Southern boundary of the Triangle will be no Lobster  
15                  gear set or stored in the area.
- 16                  B. 41 30 South, status quo / shared by mobile gear and fixed gear
- 17                  C. Triangle, status quo / shared by \*Selective mobile gear\* and fixed gear  
18                  fishermen

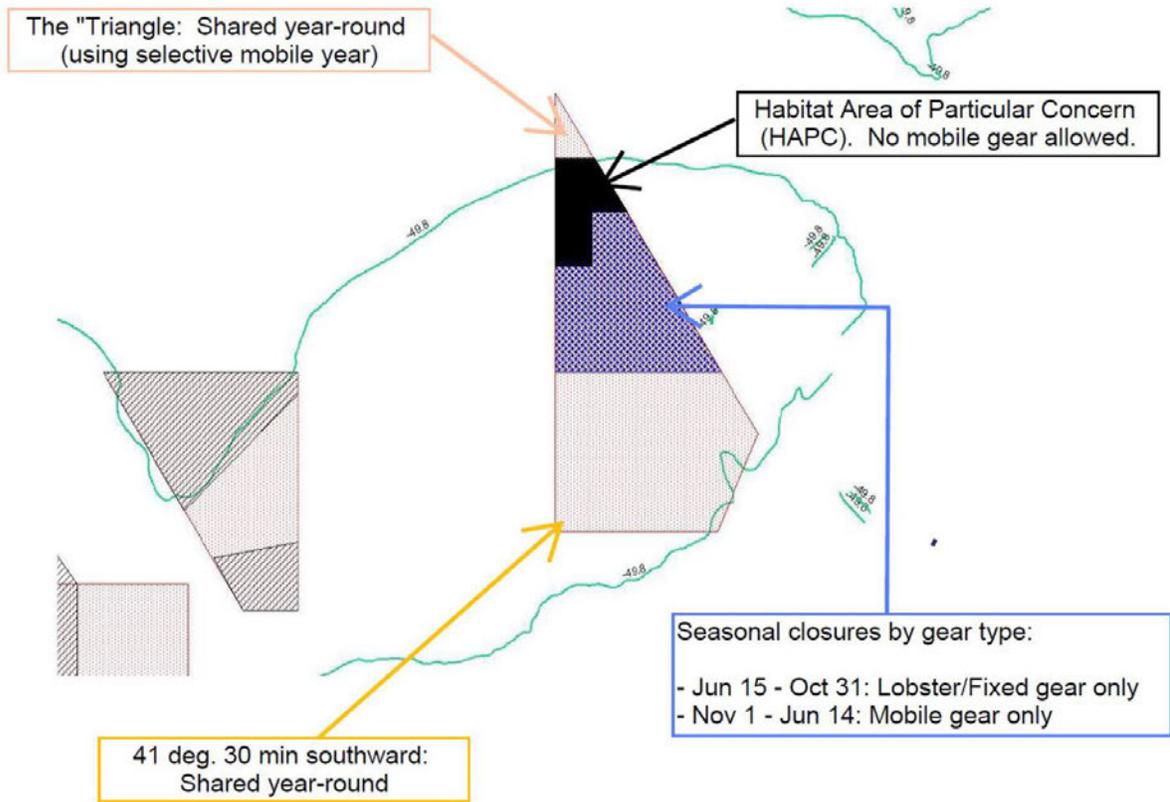
19              **11.1.4** Offshore Lobster Fishermen will be responsible for communicating, to the  
20 best of their ability, with all Area 3 fixed gear lobster fishermen, including  
21 those entering CAII, throughout the entire year to ensure that all vessels  
22 abide by the agreement. All Area 3 fixed gear lobster permit holders will be  
23 notified by certified mail or email, and copies of said notification will be  
24 provided to the qualifying sectors. All fixed gear lobster fishermen setting  
25 gear within CAII will be signatories to this agreement.

26              **11.1.5** Lobster fishermen agree to remove all gear from the water by midnight  
27 October 31st from the CAII area North of 41 30 to the Southern Boundary of  
28 the Triangle (except the HAPC area) and no lobster gear will be set in the  
29 area until June 15th. Any gear set or stored in this area from November 1st  
30 through June 15th would be considered derelict gear. In the case where an  
31 act of God may prevent the removal of fixed gear by October 31, the  
32 situation will be communicated immediately to qualifying sectors and gear  
33 removal will commence immediately upon the situation being resolved.

34              **11.1.6** All parties will work out the details of communication and education  
35 regarding the terms and consequences of the agreement or breach of the  
36 agreement.  
37

38 \*Selective Mobile Gear is described as: "that which is currently required within an SAP.  
39

# Sector/Lobster Closed Area II Sharing Agreement



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

**13. ELECTRONIC VESSEL TRIP REPORTS (e-VTR):** All sector members will comply with applicable reporting requirements including submission of electronic Vessel Trip Reports (eVTRs).

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

24  
25 **14.1 REPORTING THRESHOLDS THAT TRIGGER DAILY REPORTING:** The reporting frequency for  
26 the sector manager’s ACE Status Report will be increased to daily when 90% of any of the  
27 sector’s ACEs is reached. The Sector Manager, or a designated representative, must notify  
28 NMFS immediately by email if the threshold that triggers daily reporting has been  
29 reached. During the period when a sector has reached or exceeded 90% of any of its ACEs,  
30 daily ACE Status and Detailed Reports must be submitted only on a day when a member  
31 vessel lands, or when the sector engages in an ACE transfer of a stock that is exceeding the  
32 90% threshold.

33  
34 An alternative threshold for triggering daily reporting may be implemented during FY 2023  
35 or FY 2024 if agreed upon by the sector and NMFS.

36  
37 **14.2 ENFORCEMENT ISSUES:** The Members acknowledge that the Sector Manager *must* include  
38 any enforcement or reporting compliance issues, including violations of Operations Plan  
39 (excluding those sections identified as administrative provisions in this document as

1 identified in **Exhibit F**); violations of regulations, or general problems with monitoring or  
2 sectors operations in their *Trip Issue Report* which is submitted to NMFS weekly.  
3

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

17  
18 **16. STOCK ATTRIBUTION:** The Sector Manager will utilize landings information from each trip and apply  
19 logbook area information to calculate stock attribution ratios for all applicable species.  
20

21 **17. DISCARD RATES AND IN-SEASON DISCARD ESTIMATES:** The Sector manager (or his/her designated  
22 representative) will derive stock specific discards for each trip. As specified by NMFS the  
23 methodology for calculating discards will vary by monitoring type.  
24

25 **17.1 For vessels enrolled in an ASM program:** If the trip is observed by either an at-sea monitor  
26 or a Northeast Fisheries Observer Program (NEFOP) observer, discards will be derived based on  
27 data collected during that trip and will account for all hauls (observed and unobserved) on that  
28 trip. For unobserved trips taken by vessels enrolled in an ASM program, discards will be derived  
29 using the NOAA Fisheries-provided discard rate resulting from the NOAA Fisheries method to  
30 estimate 'in-season' discard rates, which may not include data from research trips or sector trips  
31 using certain exemptions.

32 **17.2 For vessels enrolled in a maximized retention EM program:** If the trip is observed by a  
33 Northeast Fisheries Observer Program (NEFOP) observer, discards will be derived based on data  
34 collected during that trip and will account for all hauls (observed and unobserved) on that trip.  
35 For trips taken by vessels enrolled in a maximized retention EM program without a NEFOP  
36 observer onboard, discards will be derived using the NOAA Fisheries-provided discard rate  
37 resulting from the NOAA Fisheries method to estimate 'in-season' discard rates, which may not  
38 include data from research trips or sector trips using certain exemptions. In-season discard rates  
39 for allocated groundfish stocks will be set to zero at the start of the fishing year, consistent with

1 maximized retention EM requirements. In-season discard rates for unallocated groundfish  
2 stocks will be based on NEFOP data for the fishery.

3 **17.3 For vessels enrolled in an audit model EM program:** If the trip is observed by a Northeast  
4 Fisheries Observer Program (NEFOP) observer, discards will be derived based on data collected  
5 during that trip and will account for all hauls (observed and unobserved) on that trip. If the trip  
6 is observed using electronic monitoring, discards will be derived based on data collected during  
7 that trip to account for observed hauls only. For unobserved trips or hauls taken by vessels in an  
8 audit model EM program, discards will be derived using the vessel's self-reported discards as  
9 adjusted based on the vessel's historical reporting accuracy.

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

12  
13 **19. DATA MANAGEMENT:** The sector vessels will be transmitting catch data electronically via the email  
14 messaging component of their VMS units. All data necessary for sector ACE management, including  
15 all elements of VTR logbook and daily / weekly reporting requirements will be sent in compressed  
16 formats to minimize characters and maximize message capacity. Notwithstanding reporting  
17 requirements that cannot be altered by a sectors operations plan, the **Sector's server** will be  
18 capable of collecting, storing, converting and relay all data elements necessary to meet all reporting  
19 requirements in the formats required by the recipients  
20

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

25  
26 **20. PROOF OF SECTOR MEMBERSHIP:** Upon approval of the Sector, each sector vessel will be issued a  
27 Letter of Authorization ("LOA"), which will specify the exemptions that have been approved for the  
28 Sector. Each Member agrees that its sector vessels ***must*** comply with all requirements stipulated in  
29 the LOA and all applicable federal regulations and laws not specifically exempted in the LOA.

30  
31 Furthermore, Member agrees that its sector vessels shall maintain the LOA, and a copy of the  
32 Sector Agreement and Harvesting Rules on-board at all times while fishing on a 'sector-trip'.  
33

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

36 **21.1** Exemption from trip limits on stocks for which a sector receives an allocation, except for  
37 the following:

38 **21.1.1** Halibut: Trip Limit continues to be one fish per trip

- 1                   **21.1.2** No vessels is allowed to possess any windowpaone flounder, ocean pout or  
2                   wolfish onboard at any time. When caught these species must be discarded.
- 3           **21.2** Exemption from the Gulf of Maine Cod Protection Closures IV and V.
- 4           **21.3** Exemption from groundfish DAS requirements other than those required to comply with  
5           effort controls in other fisheries.
- 6           **21.4** Exemption from the requirement to use 6.5 inch mesh in the codend in haddock  
7           separator trawl/Ruhle trawl when targeting haddock in the Georges Bank Regulated  
8           Mesh Area to use 6 inch mesh in the codend.
- 9           **21.5** Exemption from the minimum codend mesh size restrictions for trawl gear when fishing  
10           in compliance with provisions of the Redfish Exemption Program.

11

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

- 17
- 18           **21.6** 120-Day Block Requirement Out of the Fishery for Day Gillnet Vessels:
- 19           **21.7** 20 Day Spawning Block:
- 20           **21.8** Limitation on the Number of Gillnets for Day Gillnet Vessels Outside of the Gulf of Maine
- 21           **21.9** Exemption from the Day Gillnet Limit in the Gulf of Maine
- 22           **21.10** Prohibition on a vessel’s hauling another Vessel’s gillnet gear
- 23           **21.11** Limitation on the Number of Gillnets that may be hauled on GB when Fishing Under a  
24           Groundfish/Monkfish DAS:
- 25           **21.12** Limitation on the Number of Hooks that may be Fished:
- 26           **21.13** DAS Leasing Program Length and Horsepower Restrictions
- 27           **21.14** Prohibition on Discarding
- 28           **21.15** Trawl Gear Requirements in the Eastern US/CA Management Area
- 29           **21.16** Prohibition on a Vessel hauling another vessels hook gear
- 30           **21.17** Requirement to declare intent to fish in the Eastern US/CA SAP and CA II YT/Haddock  
31           SAP from the dock
- 32           **21.18** Seasonal Restrictions for the Eastern US/CA Haddock Sap
- 33           **21.19** Seasonal Restrictions for the CA II YT/Haddock SAP
- 34           **21.20** Prohibition on Combining Small Mesh Exempted Fishery and Sector Trips\*
- 35           **21.21** Requirement to Fish Exclusively with 10 inch or larger mesh gillnets when targeting  
36           Dogfish on Groundfish Trips Excluded from ASM Coverage.
- 37           **21.22** Exemption from VMS Requirement for Handgear A Vessels fishing in one single BSA.

38

39

40

1 **22. MONITORING.** The Sector is proposing their preferred At-Sea Monitoring (ASM) Program for  
2 consideration by NMFS. It is the Sectors hope that the Agency will work collaboratively with the  
3 Sector over the fall and winter to resolve any and all concerns the Agency may have with this  
4 program. In the event that the Sectors designed ASM program is not approved by NMFS the Sector  
5 will use the NMFS designed ASM Program as documented in **Exhibit J**. Where appropriate,  
6 documentation of fulfillment of this criterion for FY 2024 will be located in **Exhibit I** of this  
7 Agreement and will be furnished by the Sector in accordance with NMFS guidance and schedule  
8 pertaining to bi-annual operation plan submission.

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

20 **22.2 COVERAGE RATES:** NEFS XII will deploy at-sea monitors in a way to achieve coverage of  
21 ##% of trips that is random and representative of the fishing activities of the sector. **The**  
22 **coverage rate for FY 2023 has not been specified by NMFS at the time of this submission.**  
23 A monitored trip must be a sector trip, including those taken in which a NE multispecies  
24 day-at-sea is used to target other species such as monkfish or skates, unless exempted by  
25 NMFS.

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

30 **22.4 AT-SEA MONITORING AND/OR ELECTRONIC MONITORING PROVIDER:** The Sector will  
31 contract with one or more of the companies approved by NMFS to provide At-Sea  
32 Monitoring and/or Electronic Monitoring and will notify NMFS of its selection no later than  
33 March 1, 2023 via electronic mail or written mail. If a vendor in which the Sector has a  
34 contractual arrangement with is decertified during the fishing year, the Sector will  
35 negotiate a new contractual arrangement with another certified vendor(s) and notify NMFS  
36 of these new agreements.

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

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

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

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

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

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

Primary Port(s) of Landing	Secondary Port(s) of Landing
Massachusetts: Scituate Rhode Island : Point Judith	Massachusetts: Boston, Gloucester, Menemsha

1

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

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

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

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

23 **28.3 ADDITIONAL EXEMPTIONS:** Members note that NMFS is generating one Environmental  
24 Assessment for all sectors seeking authorization for Fishing Year 2023 & 2024, and that  
25 NMFS communication has stated that if an exemption is approved for one Sector, all other  
26 authorized Sectors can be similarly approved for that specific exemption based on the  
27 terms and conditions of the originally requesting sector. In light of this understanding,  
28 NEFS XII will request authorization for such exemptions it deems beneficial for its  
29 operations, prior to the publication of the final authorizing rule.

1                   **28.3.1** Furthermore, NMFS has indicated that Sectors will be afforded the opportunity  
2                   to request additional exemptions for the 2<sup>nd</sup> year of operations i.e. FY 2024 in  
3                   accordance with a supplemental schedule to be established by NMFS.

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

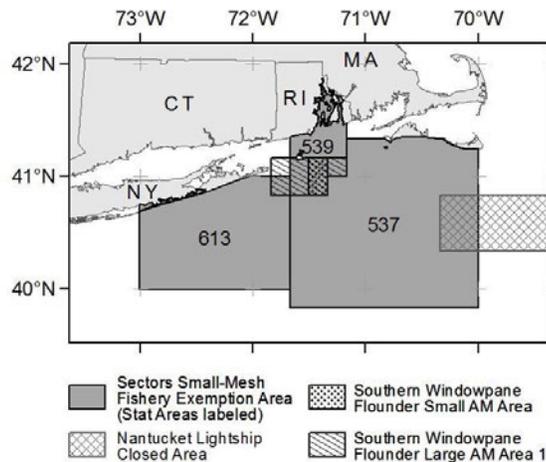
12  
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1 **Exhibit B: Additional Details Regarding Specific Approved Sector Exemptions**

2  
3  
4 **Prohibition on combining small-mesh exempted fishery and sector trips:**

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

17  
18 Vessels may not fish the small-mesh portion of their trip using this exemption in the Southern  
19 Windowpane Accountability Measure Areas, where they overlap with the exemption area.



20  
21 As shown above, the Sector Small-Mesh Fishery Exemption Area is comprised of Statistical Areas 537,  
22 539, and 613, and is defined as the waters bounded by the following points, connected in the order  
23 listed by rhumb lines, except where otherwise noted:

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

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

23

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

24

25

26

- 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 (hanging ration of 2:1); or
- An excluder grate secured forward of the codend with an outlet hole forward of the grate with bar spacing no more than 1.97 inches (5.00 cm) wide.

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

Exhibit B

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

#### 21 Prohibition On a Vessel Hauling Another Vessel's Hook Gear

22 Current regulations prohibit one vessel from hauling another vessel's hook gear (§  
23 648.14(k)(6)(ii)(B)). The regulations were developed to facilitate the enforcement of existing  
24 hook regulations that were created as effort and mortality controls, and no provisions exist  
25 in  
26 the regulations allowing for multiple vessels to haul the same gear. The increased flexibility  
27 afforded by this exemption may increase efficiency. An exemption from the prohibition on a  
28 vessel hauling another vessel's hook gear was approved. This exemption will allow  
29 fishermen from within the same sector to haul each other's hook gear. The exemption from  
30 hook limits and implementation of ACE as a mortality control make it unnecessary to  
31 prevent  
32 a vessel from hauling another vessel's gear as an effort control. Consistent with the  
33 exemption approved for community gillnets, all vessels utilizing community hook gear will  
34 be jointly liable for any violations associated with that gear. This joint liability would assist  
35 in the enforcement of regulations. Additionally, each member intending to haul the same  
36 gear  
37 will be required to mark the gear, consistent with §§ 648.14(k)(6)(ii)(B) and  
38 648.84(a) regulated mesh and small-mesh portions of the trip.

#### 39 40 41 Prohibition on a Vessel Hauling Another Vessel's Gillnet Gear

42 This exemption allows one vessel to hauling another vessel's gillnet gear (§§  
43 648.14(k)(6)(ii)(A) and 648.84). These sectors argued that the regulations pertaining to  
44 gear-  
45 marking controls, setting, and hauling responsibilities are no longer necessary, because the  
46 sector would be confined to an ACE for each stock, and that "community" fixed gear would  
47 allow vessel owners greater flexibility. In addition, the sectors argued that shared fixed-gear

1 fishing effort could potentially reduce the amount of gillnet gear in the water and minimize  
2 the use of gear to “hold” additional bottom ground. Sectors specify in their operations plans  
3 that all vessels participating in community fixed gear will be held jointly liable for any  
4 violations associated with that gear. An LOA issued to the sector vessels that qualify for this  
5 exemption will specify the tagging provisions to ensure it is an enforceable provision.

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**Exhibit C:**

**Sector Membership Fishing Year 2023 (May 1, 2023 to April 30, 2024)**

SECTOR MEMBERS: The following table identifies The NEFS XII Members:

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

PER_NUM	Permit Holder
151834	CRAIG KEEFE
230228	KEVIN SHEA
251005	PHILIP M LYNCH
250525	PHILIP M. LYNCH
240033	PHILIP M.LYNCH
150948	PHILIP M. LYNCH
150433	GREGORY W. COOK
151622	RONALD GUSTAFSON
250468	RONALD GUSTAFSON
310360	KEVIN F NORTON
152196	KEVIN F. NORTON
150514	KEVIN F. NORTON
250541	THOMAS BELL
150538	THOMAS BELL
152126	THOMAS BELL
125743	BRAINERD AMES
310453	RONALD GUSTAFSON

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**EXHIBIT D**

**Sector Member and Vessel Permits Amendment 16 Disclosure Requirements Fishing Year 2023 (May 1, 2023 to April 30, 2024)**

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

OR Details To be provided with TBD Roster Submission

MRI	PER_NUM	SECTOR ID	SECTOR_NAME	Active_Flag	Permit Holder	VES_NAME	STRT1	City_ST_Zip	Permit Holder on May 1st	Permit Holder Change?
135	230228	11	NEFS 12	ACTIVE	KEVIN SHEA	ENDEAVOR	2 RICHFIELD ROAD EXT	SCITUATE, MA 02066	KEVIN SHEA	FALSE
391	310453	11	NEFS 12	ACTIVE	Gustafson Fisheries	Gabriella Rose	40 RICHFIELD ROAD	SCITUATE, MA 02066	RONALD GUSTAFSON	FALSE
211	240033	11	NEFS 12	ACTIVE	PHILIP M LYNCH	MONA ELIZABETH	PO BOX 205	SCITUATE, MA 02066	PHILIP M LYNCH	FALSE
2166	150948	11	NEFS 12	ACTIVE	PHILIP M. LYNCH	KATHY ELIZABETH	P.O. BOX 205	SCITUATE, MA 02066	PHILIP M. LYNCH	FALSE
380	310360	11	NEFS 12	ACTIVE	MOTOR VESSEL YANKEE ROSE INC	MISS EMILY	8 Sandgay RD	SCITUATE, MA 02066	MOTOR VESSEL YANKEE ROSE INC	FALSE
398	250468	11	NEFS 12	ACTIVE	RONALD GUSTAFSON	CHERYL ANN	40 RICHFIELD ROAD	SCITUATE, MA 02066	RONALD GUSTAFSON	FALSE
482	150538	11	NEFS 12	ACTIVE	THOMAS BELL	FIVE GIRLS	22 RIDGE HILL ROAD	SCITUATE, MA 02066	THOMAS BELL	FALSE
491	149951	11	NEFS 12		BOAT KATHLEEN A MIRARCHI INC	BARBARA L PETERS (HR)	67 CREELMAN DRIVE	SCITUATE, MA 02066	BOAT KATHLEEN A MIRARCHI INC	FALSE
1262	232093	11	NEFS 12		ROBERT ROCHE	SARAH C	56 SALISBURY STREET	HULL, MA 02045	ROBERT ROCHE	FALSE
1444	250541	11	NEFS 12	ACTIVE	THOMAS BELL	MICHAEL BRANDON	22 RIDGE HILL ROAD	SCITUATE, MA 02066	THOMAS BELL	FALSE
1512	151834	11	NEFS 12	ACTIVE	CRAIG KEEFE	Danielle Jean	25 6TH AVE.	SCITUATE, MA 02066	CRAIG R. KEEFE	FALSE
1669	125743	11	NEFS 12	ACTIVE	AMES FISHERIES INC	BRENNA ASHLEY	23 NORWELL AVENUE	SCITUATE, MA 02066	AMES FISHERIES INC	FALSE
213	150433	11	NEFS 12	ACTIVE	Gregory Cook	Christina Marie	50 Clapp Rd	SCITUATE, MA 02066	Gregory Cook	FALSE
1851	250525	11	NEFS 12	ACTIVE	PHILIP LYNCH	MARY ELIZABETH	PO BOX 205	SCITUATE, MA 02066	PHILIP LYNCH	FALSE
216	251005	11	NEFS 12	ACTIVE	PHILIP LYNCH	PAULA LYN	PO BOX 205	SCITUATE, MA 02066	PHILIP LYNCH	FALSE
2189	128572	11	NEFS 12	ACTIVE	MotorVesselMiss Emily Fisheries	SILVER ROSE	8 Sandgay Rd	SCITUATE, MA 02066	Kevin Norton	FALSE
47900	152126	11	NEFS 12	ACTIVE	THOMAS BELL	Ashley G	22 RIDGE HILL ROAD	SCITUATE, MA 02066	THOMAS BELL	FALSE
190	151622	11	NEFS 12	ACTIVE	Gustafson Fisheries	Gabriella Rose	40 RICHFIELD ROAD	SCITUATE, MA 02066	RONALD GUSTAFSON	FALSE
347	150514	11	NEFS 12	ACTIVE	MOTOR VESSEL YANKEE ROSE INC	St peter	8 Sandgay RD	SCITUATE, MA 02066	Kevin Norton	FALSE

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

X		COMM.	OPEN ACCESS/POS S. LIMIT	CAT. D	INDIV. DAS		OPEN ACCESS/INCIDENT. BYCATCH	LAGC INCIDENT	X	COMM.	INCIDENT			COMM/INCIDENT.
X				INCIDENT. CAT. E	INDIV. DAS				X	COMM.	INCIDENT.			

TIER 3	COMM. MORIT.	COMM.	AREA 2 & 3 POSS. LIMIT	CAT. C	INDIV. DAS	X	OPEN ACCESS/INCIDENT. BYCATCH	LAGC/NGO M	COMM. MORIT.	X	COMM.	INCIDENT.		X	COMM./INCIDENT.	
X		COMM.	OPEN ACCESS/POS S. LIMIT	INCIDENT. CAT. F	INDIV. DAS	X	OPEN ACCESS/INCIDENT. BYCATCH	LAGC/NGO M		X	COMM.	INCIDENT.	COMM. MORIT.	X	COMM./INCIDENT.	X
X		COMM.	OPEN ACCESS/POS S. LIMIT	INCIDENT. CAT. E	INDIV. DAS	X	OPEN ACCESS/INCIDENT. BYCATCH	LAGC/NGO M		X	COMM.	INCIDENT.	COMM. MORIT.	X	COMM./INCIDENT.	X
X		COMM.	OPEN ACCESS/POS S. LIMIT	LA/HANDGE AR			OPEN ACCESS/INCIDENT. BYCATCH			X	COMM.	INCIDENT.			COMM./INCIDENT.	

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

Permit Holder Change?	DOG FISH	FLUKE	FED. REPORTING VESSEL	LOBSTER	SCUP	SEA BASS	SEA SCALLOP SHUCKING	STRIPED BASS	SURFACE GILLNET	GILLNET	CAP SQUID	SEA HERRING	SHELLFISH	MENHADEN	NORTHERN SHRIMP	SEA URCHIN DIVER	SEA URCHIN DREDGE	INSHORE NET	SW GROUND FISH	PAPER REPORTING	RI MULTS	
																						RI
FALSE	MA	MA	MA		MA	MA		MA					MA									
Yes	MA		MA	MA	MA	MA					MA	MA	MA									
FALSE	MA		MA				MA															
FALSE		MA			MA	MA	MA						MA		MA	MA	MA					
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FALSE	MA		MA				MA						MA									
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Yes	MA	MA	MA	MA							MA	MA										
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**EXHIBIT E: Penalty Schedule**

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

<p>ASM cancellation policy established by the Sector with the ASM Provider(s); sailing without an waiver on Audit EM trips; subverting vessel selection with No Call/No Show Activity; ASM refusal; failure to comply with Individual Vessel Monitoring Plan including but not limited to discarding fish at agreed upon site locations.</p>	<p>payment of any associated costs.</p>	<p>Double the payment of any associated costs.</p>	<p>Vessel for one month.</p>
<p>All violations including by not limited to: unreasonable interference with onboard data collectors (NEFOP, ASM, EM); obscuring cameras physically or by failure to clean, Failing to participate in Sector Catch Monitoring Programs (note: technical and minor violations associated with sector catch monitoring programs may result in a letter of warning)</p>	<p>Written Warning and payment of any associated costs. The Captain and the Owner must meet with Enforcement Board to discuss said violation.</p>	<p>Written final warning. Double the payment of any associated costs. The Captain and the Owner must meet with the Enforcement Board to discuss said violation.</p>	<p>Stop Fishing Order for the Vessel for the remainder of the year.</p>
<p>All violations associated with failure to pay ASM and/or EM fee in a timely manner as invoiced by the Sector.</p>	<p>Written request for payment from the Board of Directors.</p>	<p>Written request for payment from the Enforcement Board and a 5% surcharge will be added to the total owed.</p>	<p>Confiscate sufficient quota from the member to cover outstanding balance including any surcharges.</p>

1 **Exhibit F:Administrative Provisions Addendum:**

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

6 **SECTOR OPERATIONS PLAN AND AGREEMENT**

7 1. Sector Name.

8 2. Sector Eligibility and Membership.

9 4. Sector Allocation and Exemptions.

10 5. Distribution of Sector ACE.

11 6. Sector Manager and Registered Agent.

12 6.1 Communication with Sector.

13 7. Consolidation Plan.

14 7.1 Harvest Share Reserve.

15 7.2 Harvest Share Use. Section 7.2 is administrative except to the extent that it applies to the  
16 Sector managers ability to impose and utilize legal means to recover Liquefied damages as  
17 authorized in section §10.10 of this agreement, in which case NMFS enforcement procedures  
18 may apply.

19 7.2.1 Non-Active Members. Section 7.2.1 is administrative except to the extent that it  
20 applies to the Sector managers' ability to impose and utilize legal means to recover damages as  
21 authorized in section §10.10 of this agreement, in which case NMFS enforcement procedures  
22 may apply.

23 7.3 Harvest Share Transfer.

24 7.4 Harvesting Rules and Fishing Plan. Section 7.4 is administrative except to the extent that it  
25 applies to Harvesting Rules Sections 1, 5, 6, 8, 11, 16, and 17, which are enforceable and  
26 therefore not considered administrative under this section. This section is also administrative

- 1           except to the extent that it applies to Harvesting Rules Section 7 Stock Area Declaration. Sub-  
2           Section 7.1 is administrative in nature.
- 3           7.5 Re-direction of Effort.
- 4           7.6 Sector Vessel Interactions with Allocated Species in Non-Amendment 16 Fisheries.
- 5           7.7 Consolidation and Redistribution of ACE:
- 6   8. Release of Catch Data.
- 7   9. Catch Monitoring and Reporting. Section 9 is administrative except to the extent that it applies to  
8   Harvesting Rules Sections 13, 14, and 15, which are enforceable and therefore not considered  
9   administrative under this section.
- 10 10. Breach and Remedies for Breach.
- 11       10.1 Liquidated Damages Schedule and Schedule Amendments.
- 12       10.2 Enforcement Committee.
- 13       10.3 Liquidated Damages Base Value and Multiplier Adoption.
- 14       10.4 Liquidated Damages Calculation.
- 15       10.5 Notice to Vessel Masters; Assumption of Liability.
- 16       10.6 Liquidated Damages Security.
- 17       10.7 Manager Action in Response to Apparent Breach.
- 18       10.8 Member Appeals.
- 19       10.9 Voluntary Compliance.
- 20       10.11 Consequential Damages for Gross Negligence or Willful Misconduct.
- 21       10.12 Distribution of Damages.
- 22 11. Joint Liability and Indemnification.

- 1 12. Membership Termination
- 2 15. Permit Transfer/Sale: Except, in the event a court or arbitration panel issues an order directing
- 3 parties to stop any ongoing processing of a permit transfer. In such a case NOAA is requested to comply
- 4 with said order and suspend any permit transfer work until the dispute is fully resolved.
- 5 16. Release and Waiver of All Claims against Sector Manager; Indemnification and Hold Harmless.
- 6 17. Sector Membership Fees.
- 7 18. Binding Arbitration.
- 8 19. No Collective Marketing.
- 9 20. Amendment and Incorporation by Reference.

10

11 EXHIBIT A - HARVESTING RULES

- 12 2. QUOTA MANAGEMENT:
- 13 3. RESERVE:
- 14 4. SLOWING CATCH:
- 15 7.1 INSHORE GULF OF MAINE DECLARATION
- 16 11.1 CLOSED AREA II GEAR SHARING AGREEMENT
- 17 12. CATCH REPORTS:
- 18 18. RESERVED FOR FUTURE USE:
- 19 19. DATA MANAGEMENT:
- 20 22. MONITORING: In the event that ASM is funded by NMFS, any additional coverage funded by the
- 21 Sector, above that which is funded and managed by NMFS, will be administrative, except in those
- 22 specific situations where NMFS enforcement would apply.
- 23 22.1 USE OF MONITORING SERVICES:
- 24 22.3 ADDITIONAL COVERAGE

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

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

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

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

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**Exhibit H: INFORMATIONAL ADDENDUM**

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

Sector Communications Contacts					Mailing Address			
Name	Title	Responsibility	Email	Phone	Street 1	City	State	Zip
Paula Lynch	Sector Manager	<ul style="list-style-type: none"> <li>Day-to-Day Sector Operations</li> <li>Reporting i.e. vessel reporting requirements involving sector trips.</li> <li>Sector Specific Outreach</li> <li>Sector Specific Research;</li> <li>Fishing Vessel specific research is vessel specific, contact vessel</li> </ul>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Elizabeth Etrie	Program Director, Northeast Sector Service Network	Data Management i.e. questions regarding software systems utilized by Sector for Weekly Report Computation	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Jackie Odell	Executive Director, Northeast Seafood Coalition	Policy	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Owner of F/V	Owner of F/V	Sector Specific Research; Fishing Vessel specific research is vessel specific, contact vessel						

- 1                    **EXHIBIT I: FY 2024 (MAY 1, 2022-APRIL 30, 2024) Operations Plan Updates**
- 2                    [To be completed in accordance with NMFS schedule for year two, FY 2024 (May 1, 2024 – April
- 3                    30, 2024) of the Sectors Bi-Annual Operations Plan and Agreement]

1 **Exhibit J: ASM Provisions**

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

7 **1.1 RANDOMIZED SELECTION OF COVERAGE PROCESS:** The Sector will use the PTNS  
8 system developed by NMFS for ASM selection per NMFS mandate.

9 **1.2 DATA COLLECTION & AT-SEA MONITORS:** The Service Provider must ensure that  
10 all At-Sea Monitors are trained and equipped in accordance with NEFSC/NMFS  
11 standards. At-Sea Monitors (“ASM”) primary responsibility is to collect accurate  
12 actual weights on the discard portion of the catch, as well as accounting for all  
13 catch (kept and discarded) on each tow/haul. Data collected by the ASM will be  
14 used to quantify the discards that occur on that trip. This data will also be used to  
15 estimate the discards that occur by sector vessel trips that were not selected to  
16 take an ASM. The ASM will be responsible for describing various aspects of the  
17 gear(s) and recording the catch compensation and corresponding weights on a  
18 haul by haul basis. The specific data fields to be observed and methods used to  
19 collect the data are detailed in the training and published in an At-Sea Monitoring  
20 Manual by NMFS. Any additional data collection requests or procedures not  
21 directly related to the purpose of this program i.e. catch verification and discard  
22 information must be agreed upon by the Sector and the Provider(s) prior to  
23 implementation. All data must be reported electronically in a standard acceptable  
24 form from the At-Sea Monitor to the Sector and NMFS within 48 hours of  
25 completion of the trip. The Sector notes that for FY 2023, NMFS via the NEFSC will  
26 be reviewing data submitted by ASM for quality assurance and will be computing  
27 and producing both the assumed discard rates and observed discard data for the  
28 Sector to use in its reports as accessible on SIMMs.

29  
30 **1.3 VESSEL OPERATIONS:**

31 **1.3.1 PRE-TRIP NOTIFICATION:** Sector Vessels will continue to comply with the  
32 48 hour pre-trip notification System (PTNS) for deployment of NEFOP  
33 Observers. Acceptable notification methods are internet, phone or email.  
34 The Sector’s identified ASM Provider(s) shall be provided with a full list of  
35 all pre-trip notifications  
36

37 **1.4 AT-SEA MONITOR SELECTION PROCESS:** A determination will be made after completing  
38 a Pre-Trip Notification whether the trip in question has been preliminarily selected  
39 for a NEFOP Observer or ASM Monitor.  
40

41 **1.4.1 NOTIFICATION OF SELECTION/WAIVER FROM ASM:**

42 A. **Trips Not Selected for Coverage:**

43  
44 i. **Trip Boats:** A Vessel that has completed their pre-trip  
45 notification for trips which will be 48 hours or longer will be

1 notified upon completing their pre-trip notification, if not  
2 preliminarily selected for a NEFOP Observer, whether the trip  
3 has been preliminarily selected for an At-Sea Monitor. If the  
4 trip has been selected for an ASM the Vessel will work with the  
5 Provider(s) on all details pertaining to the trip and may set sail  
6 at any time as long as an ASM is onboard or a subsequent  
7 waiver has been granted. If the trip has not been preliminarily  
8 selected for an ASM the vessel may set sail at any time up to the  
9 estimated departure date and time provided in their pre-trip  
10 notification.

11  
12 ii. Day-Boats: Vessels that have completed their pre-trip  
13 notification for trips less than 48 hours, with potential sale  
14 dates up to 9 days in advance will be notified 24 hours in  
15 advance of sailing if a NEFOP or At-Sea Monitor will be onboard.  
16 Upon notification that neither a NEFOP nor At-Sea Monitor will  
17 be assigned, the vessel may set sail at any time up to the  
18 estimated departure time provided in their pre-trip notification  
19 for the trip occurring within 24 hours of notification.

20  
21 B. Trips Selected for Coverage: If a vessel is selected for coverage, they  
22 will be notified by either a NEFOP service provider or their Sectors ASM  
23 Provider no later than 24 hours of receiving notification.

24  
25 i. NEFOP: NEFOP Observers take precedence over all other  
26 monitors. If the trip is selected for a NEFOP observer, the vessel  
27 shall follow all NEFOP protocols and requirements.

28  
29 ii. At-Sea Monitoring: If the trip is selected for coverage under the  
30 ASM Program, Vessels shall follow all appropriate Sector ASM  
31 Program protocols and processes as outlined in this section.  
32 Sector Vessels selected for ASM coverage are not allowed to set  
33 sail until the ASM arrives and is onboard or a waiver is granted  
34 by the ASM Provider(s).

35  
36 iii. Delays: If a vessel must delay a multi-day trip sail date, and has  
37 been selected for an ASM, the vessel must notify their ASM  
38 Provider(s) & Sector Manager immediately. Trips greater than  
39 48 hours, may delay their sail date/time up to 48 hours from the  
40 estimated sail date and time provided in their Pre-Trip  
41 notification, provided that an ASM is still available to sail on that  
42 trip or a waiver is granted.

43  
44 iv. Cancellations: If a Sector Vessel is selected for ASM Coverage  
45 and must cancel their trip, the Vessel will be automatically  
46 selected for ASM Coverage on their next notified trip, or the

1 next time an ASM is available for coverage.  
2

3 v. Notification of Delays or Cancellations: The Sectors ASM  
4 Provider(s) will notify the PTNS coordinator & the Sector  
5 Manager of any trip delays, cancellations, or waivers within 24  
6 hours via email within 24 hours of such notification.  
7

8 vi. Cancellations of Trips where an ASM is already present at Port  
9 of Sail: In the event a Sector Vessel which was selected for ASM  
10 cancels the trip and the ASM is already at the specified location  
11 ready to sail the ASM may board another Vessel in this Sector,  
12 regardless of Waivers already provided, that is departing from  
13 the port on a Sector trip. The ASM will notify its employer  
14 immediately, and the Service Provider will notify the PTNS  
15 Coordinator and Sector Manager of the change in vessel  
16 coverage.  
17

## 18 **1.5 AT-SEA MONITORING OPERATIONAL STANDARDS:**

19 **1.5.1 Safety Requirements:** Prior to setting sail the Operator of the Sector  
20 Vessel shall detail and identify any vessel safety operating procedures and  
21 other important information to the assigned ASM. The Sector Member  
22 acknowledges that an ASM must complete a pre-trip vessel safety checklist  
23 as provided by NMFS prior to leaving port. An ASM cannot be deployed on  
24 a vessel that has failed to review the safety issues, and such vessel is  
25 prohibited from leaving port without the ASM on board (unless a waiver is  
26 granted). For the safety of the vessels captain, crew and the ASM; the ASM  
27 will not be allowed on deck any time that gear is being deployed.  
28  
29

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

## 35 **1.6 WAIVERS:**

36 **1.6.1 Late At-Sea Monitor:** In the event that an ASM fails to arrive at the  
37 scheduled sail time and/or place; the Vessel Captain must call their  
38 Providers Program Manager, prior to setting sail. The Providers Program  
39 Manager will verify that proper trip information was reported. Additionally,  
40 the Program Manager may issue a verbal waiver to the Captain relieving the  
41 vessel of its ASM obligation for the trip in question. Immediately upon  
42 issuing a verbal waiver the Program Manager must notify the Sector  
43 Manager, PTNS Coordinator and the Vessel (if requested) in writing that the  
44 trip was granted a waiver due to a later ASM.

45 **1.6.2 Late NEFOP Observer:** In the event that a NEFOP Observer fails to arrive

1 at the scheduled sail time and/or place; the Vessel may contact the PTNS  
2 Coordinator to obtain a waiver prior to sailing.  
3

4 **1.7 ELECTRONIC MONITORING** The Sector reserves the right to modify/update their At-Sea  
5 Monitoring Program in the event that Electronic Monitoring (EM) is approved by  
6 the Agency during the fishing year upon the discretion of the Sector's Board of  
7 Directors. Upon approval by the Agency and subsequently the Sector's Board of  
8 Directors, EM may be adopted by some or all Sector Vessels in accordance with EM  
9 standards.

10 **2.0 NOAA FISHERIES DESIGNED ASM PROGRAM:**

11 C.1. BACKGROUND OVERVIEW

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

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

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

- 35 • Protect and restore ocean, coastal, and Great Lakes resources
- 36 • Recover protected species
- 37 • Rebuild and maintain sustainable fisheries.

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

- 1) Increased number of coastal and marine ecosystems maintained at a healthy and sustainable level
- 2) Increased social and economic value of the marine environment and resources (e.g., seafood, recreation, and tourism)
- 3) Increased number of acres and stream-miles restored for coastal and ocean species
- 4) Increased number of protected species in a stable condition or in an upward trend
- 5) Increased number of managed species that are at optimum levels
- 6) 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. 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 23, unless further specified by NMFS. As described in the rule, Northeast Fisheries Observer Program (NEFOP) observers take precedence over At-Sea Monitors for vessel placement when deployments overlap.

## C.2. 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

1 actions that may impact coastal and ocean ecosystems. Data are the foundation of scientific  
2 advice, which provides information to management to support decision-making. A more  
3 consistent flow of high quality, credible information is required to improve decision-making. To  
4 collect the quantity and quality of data necessary, NMFS intends to improve its capacity to  
5 conduct surveys and to conduct research and studies for better understanding of ecosystems.  
6 These efforts rely on extensive collaboration with fisheries participants and other stakeholders  
7 in the living marine resource decision process.

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

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

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

### 27 C.3. SCOPE AND OUTCOMES

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

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

#### 36 C.3.1. Policies and Regulations

37 In addition to the Federal Acquisition Regulation (FAR) clauses referred to and listed herein of  
38 this Request for Proposal (RFP), the contractor shall comply with the Federal Regulations, Acts,  
39 Executive Orders, Special Publications, Guidelines, NOAA Directives and Policies and standards  
40 listed below. This listing is not all-inclusive and is not intended to relieve the contractor of its

1 responsibilities for identification of applicable statutes, regulations and procedures and  
2 compliance therewith, when performing work under this SOW.

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

20  
21 C.4. PERFORMANCE WORK STATEMENT

22 The contractor shall meet all requirements of the SOW.

23 C.4.1. Management Requirements

24 C.4.1.1. Project Management

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

34 C.4.1.2. Project Manager

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

40 C.4.1.3. Coordinators

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

#### 7 C.4.1.4. Management Reporting and Coordination

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

#### 13 C.4.1.5. Performance Measures

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

#### 15 C.4.2. Operational Requirements

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

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

#### 23 C.4.2.1. At-Sea Monitor Recruitment and Retention Requirements

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

#### 32 C.4.2.2. Eligibility Requirements

##### 33 C.4.2.2.1. Educational Qualifications

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

1 C.4.2.2.2. Non-Conflict of Interest

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

3 C.4.2.2.3. Physical/Medical Condition

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

5 C.4.2.2.4. Communication Skills

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

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

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

11 C.4.2.2.6. Statement of No Criminal Conviction

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

13 C.4.2.2.7. CPR and First Aid Requirements

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

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

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

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

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

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

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

1 orientations, reconnaissance, other research project needs, etc.). Each observer/At-Sea Monitor  
2 should attend at least one (1) Fishery Council Meeting each year in their assigned area. The  
3 contractor shall invoice NMFS separately for these hourly costs in Section B Supplies or Services  
4 and Prices/Costs Hourly Rate observer/At-Sea Monitor CLINS 0004, 1004 and 2004, and travel  
5 costs in Section B Supplies or Services and Prices/Costs Travel CLINS 0002, 1002, and 2002.

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

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

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

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

- 39 1. Independently executes duties, while learning when and how to resolve exceptions and  
40 special problems.
- 41 2. Estimate amounts and species composition of fish caught, retained and discarded,  
42 utilizing knowledge of various statistically valid sampling methods and dichotomous keys.

- 1 3. Measure selected portions of catch including incidentally caught marine mammals, sea  
2 birds and sea turtles.
- 3 4. Uses calculator and/or PC for calculations and recording data.
- 4 (d) Fishery Observer/At-Sea Monitor III - The Fishery Observer/At-Sea Monitor III shall meet  
5 and perform all the General Requirements specified in C.4.3.2a, perform all duties of Fishery  
6 observer/At-Sea Monitor II and the following additional duties:
  - 7 1. May act as field coordinator of lower graded fishery observer/At-Sea Monitors.
  - 8 2. Demonstrates extensive familiarity of methods, procedures and management to ensure  
9 proper day-to-day operations.
  - 10 3. Shifts from one type of responsible technical assignment to other types, which are  
11 different in terms of equipment used, of data used, and uses to which data will be put.
  - 12 4. Makes estimates of amounts and species composition of fish caught, retained and  
13 discarded, utilizing knowledge of various statistically valid sampling, sub-sampling methods and  
14 dichotomous keys.
  - 15 5. According to established standards and detailed procedures, records data on  
16 appropriate forms and logs, some of which may be electronic and provide recommendations for  
17 updates.
  - 18 6. Oversees the maintenance of field equipment and supplies.
  - 19 7. Collect scientific, management, compliance information, observations of fishing  
20 operations, measure selected portions of catch including incidentally caught marine mammals,  
21 sea birds and sea turtles.

#### 22 C.4.2.3.1. Data Deliverables

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

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

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

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

33 At-Sea Monitors shall send any written data and biological specimens directly to NMFS. The  
34 Government will provide shipping and supplies. At-Sea Monitors shall assure that biological  
35 samples or whole animals requiring freezing are received by the nearest NMFS freezer facility

1 within twenty-four (24) hours of vessel landing. NMFS has freezers located in major fishing  
2 ports (Section J, Attachment 10, Freezer Locations). The transfer or transport of the frozen  
3 samples or animals must be received by NMFS (At-Sea Monitor Training Center) within 5  
4 calendar days of the trip landing, unless a delay is authorized by the COTR. Costs for travel  
5 associated with transport of biological samples will be reimbursed under the travel provision  
6 section herein (Section B Supplies or Services and Prices/Costs Travel CLINS 0002, 1002 and  
7 2002).

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

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

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

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

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

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

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

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

##### 35 C.4.3.2. Training and Debriefings

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

1 Training costs are reimbursable and are intended to include all costs associated with At-Sea  
2 Monitor training (both initial training and refresher trainings), including, but not limited to,  
3 salary during the training period, per diem (meals & reimbursements and lodging),  
4 miscellaneous equipment for use during training (as authorized or requested by the  
5 Government – Section B Supplies or Services and Prices/Costs Training CLINS 0003, 1003 and  
6 2003).

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

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

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

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

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

- 35 • an updated list of candidates
- 36 • a medical report for each candidate substantiating the individual's medical qualifications  
37 for the job

1 • online security clearance electronic forms must be initiated by candidates (Section J,  
2 Attachment 13, Security Background Instructions)

3

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

- 6 • final list of candidates attending upcoming training session
- 7 • CPR and First AID Certificate

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

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

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

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

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

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

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

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

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

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

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

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

1 The contractor shall make At-Sea Monitors available to NMFS (Enforcement and FSB staff) for  
2 the purposes of routine debriefings, requested meetings regarding data quality issues,  
3 investigating circumstances of alleged refusals by vessels to take an At-Sea Monitor or other  
4 violations of the Magnuson-Stevens Fishery Conservation Act (MSA), Marine Mammal  
5 Protection Act (MMPA), or the Endangered Species Act (ESA) recorded by the At-Sea Monitor in  
6 the course of his/her duties (Section B Supplies or Services and Prices/Costs Training CLINS 0003,  
7 1003 and 2003) and hourly wages associated with the training (Section B Supplies or Services  
8 and Prices/Costs Hourly Rate At-Sea Monitor CLINS 0004, 1004 and 2004). All At-Sea Monitors  
9 shall call their editor/debriefer prior to making a trip in a fishery or program covered for the first  
10 time.

#### 11 C.4.3.3. Data Quality Control

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

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

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

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

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

#### 33 C.4.3.5. Travel and Lodging

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

38 Travel costs are reimbursable and are intended to include costs associated with At-Sea Monitor  
39 travel to and from vessels and to and from the port if the At-Sea Monitor travels greater than

1 fifty (50) miles, one way, from their primary port (Section B Supplies or Services and Prices/Costs  
2 CLINS 0002, 1002, and 2002.

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

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

#### 11 C.4.3.6. Vessel Selection

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

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

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

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

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

18 Cost Reimbursement is authorized for At-Sea Monitors for the time associated with a "no  
19 show". The maximum amount of time for a no show is up to 2.5 hours. The At-Sea Monitor  
20 must arrive 30 minutes prior to the scheduled departure time and remain at the designated area  
21 for up 2 hours following the scheduled departure time. Travel to and from the site and per diem  
22 are not included unless conditions in C.4.3.5 are met. Any costs billed for a "no show" will be  
23 billed against CLINS 0004, 1004 and 2004. There will be no reimbursement for situations in  
24 which it is the At-Sea Monitor's fault for missing the trip or no attempt was made to  
25 communicate with the captain prior to taking the trip. A travel voucher (Section J, Attachment  
26 21, At-Sea Monitor Travel Voucher) is required for proper reimbursement.

27 Cost Reimbursement is authorized for At-Sea Monitors for the time associated with a  
28 "cancellation" in instances where trips are cancelled at the dock or when an at-sea monitor is en  
29 route to the vessel and cancellations occurs. The maximum amount of time for a cancellation is  
30 up to 2.5 hours. Travel to and from the site and per diem are not included unless conditions in  
31 C.4.3.5 are met. Any costs billed for a "Cancellation" will be billed against CLINS 0004, 1004 and  
32 2004. A travel voucher (Section J, Attachment 21, At-Sea Monitor Travel Voucher) is required  
33 for proper reimbursement.

#### 34 C.4.3.7. Safety Requirements

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

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

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

#### 11 C.4.3.8. Communication

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

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

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

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

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

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

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

38 Fishing vessels routinely operate out of ports from New York to Maine (Section J, Attachment  
39 24, Location of ASM Trips in 2010). Trips can range from 1-14 days in duration. The vessels

1 operate in ocean waters, 3-200 miles offshore in all weather conditions. Vessels are generally  
2 30-150 feet in length. Crew members and At-Sea Monitors live and sleep in cramped quarters,  
3 often in damp conditions and share common facilities. On some vessels, the crew does not  
4 speak English. At-Sea Monitors must be willing to travel occasionally to cover locations other  
5 than their primary ports.

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

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

#### 19 C.4.3.11. Data Quality

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

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

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

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

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

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

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

17 C.4.3.13. Contractor Standards of Conduct

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

22 C.4.3.14. At-Sea Monitor Termination Documentation

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

28 C.4.3.15. Emergency Action Plan

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

36 C.4.3.16. Quality Assurance Plan

37 The contractor shall develop and submit to NMFS a contractor Quality Assurance Plan, as  
38 referenced in Section F.5.3, which details how the contractor will ensure effectiveness and  
39 efficiency of collection efforts as well as the quality of data collected by its At-Sea Monitors. The

1 contractor shall further establish, implement, and maintain a Quality Assurance Management  
2 program to ensure consistent quality of all work products and services performed under this  
3 contract.

#### 4 C.5. PERFORMANCE MONITORING

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

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

#### 8 C.6. SECURITY RISK LEVEL DESIGNATIONS

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

10 LABOR CATEGORY SECURITY RISK

11 Program Manager Low

12 Coordinator Low

13 Observer I, II, III Low

14 Investigation Packages

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

- 20 • 0 – 30 days = Security Worksheet, Finger Print Cards (FD 258 Cards)
- 21 • 31 – 179 days = Security Worksheet, SAC Form (OFI Form 86C), Finger Print Cards (FD  
22 258 Cards)
- 23 • 180 or greater days = EQIP Package
  - 24 o Security Worksheet
  - 25 o Electronic Questionnaire (filled out after applicant has been placed in EQIP)
  - 26 o EQIP Signature pages (generated after applicant has completed Questionnaire in EQIP)
  - 27 o Declaration for Federal Employment (Optional Form 306)
  - 28 o Finger Print Cards (FD 258 Cards)
  - 29 o Fair Credit Reporting Form (filled out based on position sensitivity)
- 30 Foreign National (FN) Information (must be submitted along with Investigation Packages)

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

8 C.7. CLAUSES INCORPORATED BY REFERENCE

9 C.7.1. CAR 1352.237-71 SECURITY PROCESSING REQUIREMENTS—LOW RISK CONTRACTS (APR  
10 2010)(Reference 48 CFR 1337.110-70)(c))

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

1 **Exhibit K: Electronic Monitoring Provisions**

2 **EM Program Roles and Responsibilities**

3 **Member Seeking approval to participate in Sectors EM program:**

4 Upon request by the member the **NEFS** XII Board of Directors will determine whether they will  
5 authorize a vessel to participate in the Sectors EM program for FY 20221.

- 6 a. **NEFS** XII will submit a list of vessels authorized to participate in the Sectors EM  
7 program to NMFS prior to the start of the fishing year.
- 8 b. In the event that a vessel is authorized mid-fishing year, **NEFS** XII will notify NMFS in  
9 writing of the addition.
- 10 c. In the event that a vessel is removed from the Audit EM program, **NEFS** XII will  
11 notify NMFS in writing.

12 **Sector Responsibilities**

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

24 **Vessel Owner/Operator Responsibilities**

- 25 • A vessel must have an operational EM system in order to fish in an EM program. In order to  
26 facilitate this, a vessel owner/operator may need to provide an EM service provider with  
27 vessel access to provide the following services:
- 28 ○ Support development of the VMP;
- 29 ○ Install the EM system and associated equipment;
- 30 ○ Train the vessel owner/operator on EM system use; and
- 31 ○ Provide technical support and field services as needed.
- 32 • A vessel must complete one burn-in trip after equipment installation, and before enrollment  
33 in the sector's EM program, that demonstrates the vessel's EM system is fully operational  
34 (i.e., the system is working properly, camera views are adequate, and the captain and crew  
35 are familiar with and capable of complying with the catch handling requirements). A vessel  
36 may need to complete additional burn-in trips to sufficiently demonstrate the EM system is  
37 fully operational. Additional information on burn-in trips is available in the VMP  
38 Development and Guidance document.

- 1           ○ Burn-in trips may also be required for annual renewals or for certain VMP system  
2           modifications.
- 3       • A vessel must adhere to EM program requirements and follow catch handling protocols as  
4       described in the VMP at all times on EM sector trips. Noncompliance with EM program  
5       requirements (e.g., catch handling inconsistent with the VMP) may affect a vessel's eligibility  
6       to participate in the EM program.

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

- 8       • A vessel enrolled in an EM program must notify its intent to sail in the PTNS at least 48  
9       hours prior to departure, consistent with existing requirements.
- 10      • A vessel enrolled in an EM program must carry a NEFOP or NEFOP Limited observer  
11      when selected for coverage, consistent with existing requirements.
- 12      • A vessel enrolled in an EM program must submit VTRs electronically (eVTR). The eVTRs  
13      must include an estimated total weight of each discarded groundfish species, consistent  
14      with existing requirements.

### 15      **At-Sea Requirements**

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

### 33      **EM Service Provider Responsibilities**

- 34      • An EM Service Provider contracted by a sector is responsible for developing a VMP(s) for  
35      that sector's member vessel(s) enrolled in the EM program, in collaboration with the  
36      owner(s)/operator(s). VMPs should be submitted to NMFS for approval using VMAN.
- 37      • An EM service provider is responsible for providing field and technical support services. This  
38      includes managing EM systems, installation, maintenance, hard drive retrieval (if  
39      applicable), and technical support. Field and technical support services should be available  
40      24 hours a day/7 days a week.

- 1 • An EM service provider must submit an application to NMFS to be approved as an EM  
2 service provider. NMFS will solicit applications annually. Further details on the application  
3 process can be found at § 648.87(b)(4).
- 4 • An EM service provider must provide evidence of adequate insurance (copies of which shall  
5 be provided to the vessel owner, operator, or vessel manager, when requested) to cover  
6 injury, liability, and accidental death to cover EM provider staff who provide services to  
7 vessels; vessel owner; and service provider. Based on prior insurance coverage levels it has  
8 approved, NMFS has determined such insurance to be adequate if it meets at least the  
9 following provisions and conditions:
  - 10 ○ Sufficient commercial general liability insurance and workers compensation  
11 insurance to cover the EM provider staff who provide services to vessels, vessel  
12 owners, and the EM provider; and
  - 13 ○ A current insurance certificate.
- 14 • Video reviewer training is conducted by NMFS personnel. Interest in (or requests for)  
15 training must include a justification of need and a firm commitment to a number of seats.  
16 The minimum size for a training class is 8 and the maximum class size is 16 (total  
17 candidates). NMFS may waive the class size depending on program needs. Training will  
18 include reviewers employed by multiple vendors. Refresher training is conducted when data  
19 logs or protocols change. Video reviewer training is infrequent; however attendance is  
20 mandatory.
- 21 • An EM service provider must provide of the following information pertaining to EM video  
22 reviewer candidates to NOAA Fisheries 30 working days before the beginning of the training:
  - 23 ○ A list of the individuals attending;
  - 24 ○ A copy of each person's resume;
  - 25 ○ Reference checks (name of individual providing the reference, association with the  
26 video reviewer, contact information (phone number, email), and information about  
27 the EM reviewer's past performance);
  - 28 ○ Security checks must be initiated (NOAA Fisheries will provide Form 65-7 Request  
29 for Security Assurance);
  - 30 ○ A copy of each candidate's transcripts; and
  - 31 ○ Supporting documentation to verify candidates.
- 32 • An EM service provider must provide a notification of new video review hires to NOAA  
33 Fisheries two weeks prior to the contractor/employee(s) projected start date for US Citizens.  
34 The notification requirement for all Foreign Nationals is a minimum of 30 days. The  
35 following information must be provided for each contractor/employee: Full name, phone  
36 number, and electronic mail address. NOAA Fisheries understands that a new hire list may  
37 change frequently before the start of training; however, a final list of candidates must be  
38 provided to NOAA Fisheries one week prior to the start of training. NMFS retains the right  
39 to reject any EM video reviewer proposed by the EM service provider if his or her  
40 qualifications or do not meet the standards or their work has been performed at an  
41 unsatisfactory level on previous projects, or if their behavior on other projects has been  
42 disruptive.
- 43 • EM video reviewer candidates must meet standards required by NOAA Fisheries consistent  
44 with EM regulations:

- 1 ○ A high school diploma or legal equivalent.
- 2 ○ All video review candidates employed by an EM service provider must undergo a
- 3 training session with NMFS and be tested prior to certification (see §
- 4 [648.87\(b\)\(4\)\(iv\)](#)). Video review candidates must meet all training standards and
- 5 maintain these standards as certified video reviewers. Candidates must
- 6 demonstrate their ability to collect accurate data, including the aptitude to
- 7 accurately identify fish species by successfully completing and maintaining the
- 8 Species Identification Verification Program requirements as specified by NMFS.
- 9 Video reviewers may be required to attend refresher training sessions, at the
- 10 discretion of NMFS, to maintain certification(s).
- 11 ○ All video review staff employed by an EM service provider must follow NEFSC-
- 12 established video review protocols. A link to complete documentation of the video
- 13 review protocols can be found in the [Resources Available to Sectors](#) section.
- 14 ○ EM provider staff must not have been decertified as an at-sea monitor, or an
- 15 observer, due to problems with data quality or standards of conduct, in any NOAA
- 16 Fisheries observer program. An EM provider staff's references of previous
- 17 employment as NOAA Fisheries approved at-sea monitors or observers shall be
- 18 verified by the EM provider to satisfy this requirement.
- 19 ○ Absence of fisheries-related convictions, based upon a thorough background
- 20 check;
- 21 ○ Independence from fishing-related parties including, but not limited to, vessels,
- 22 dealers, shipping companies, sectors, sector managers, advocacy groups, or
- 23 research institutions to prevent conflicts of interest. This means EM provider staff
- 24 may not have direct financial interest, other than the provision of monitoring
- 25 services, in the fishery, including, but not limited to:
  - 26 ■ Any ownership, mortgage holder, or other secured interest in a vessel or
  - 27 processor involved in the catching, taking, harvesting or processing of fish;
  - 28 ■ Any business selling supplies or services to any vessel or processor in the
  - 29 fishery; and
  - 30 ■ Any business purchasing raw or processed products from any vessel or
- 31 ● To ensure data quality and completion of the EM reviewer training and certification process,
- 32 following completion of training, an EM video reviewer's first three reviews and the
- 33 resulting data shall be immediately reviewed, edited and approved after each trip by NOAA
- 34 Fisheries prior to any further trip reviews by that EM reviewer. During the EM reviewer's
- 35 first three deployments their data must be received, edited, and the EM reviewer must be
- 36 "cleared" by NMFS to review on their next trip. This notification will be sent via e-mail to the
- 37 EM provider. The EM reviewer may not review additional trips until the e-mail notification
- 38 has been sent by NMFS. If the data quality is considered acceptable, the EM reviewer would
- 39 become certified. NMFS may require additional training trips (beyond three) if the data
- 40 quality is not considered acceptable enough for certification. If the data quality is not
- 41 considered acceptable at any point during the initial reviews the EM reviewer would not
- 42 be certified by NMFS.
- 43 ● An EM video reviewer's ability to work will be based on his or her certification, which
- 44 involves continual data quality assessments and recertification. If an EM reviewer does not
- 45 adhere to NMFS protocols or meet standards they may be placed on pre-probation,

1 probation or decertified, as described in the NMFS policy statement regarding certification  
2 (Section J, Attachment 26, ASM At-Sea Monitor Performance Monitoring, Review, Probation  
3 and Decertification).

- 4 • An EM service provider must use NOAA Fisheries data systems in the management of EM  
5 data, including but not limited to:
  - 6 ○ An EM service provider must submit all required data elements for a trip (i.e.,  
7 groundfish discards and other information) as described in the Video Reviewer  
8 Guidance document via an EM Detail File.
  - 9 ○ An EM service provider must submit EM Detail Files to NOAA Fishery Monitoring via  
10 the NEMIS API. Data must be formatted according to the API specifications. The API  
11 documentation describes the data file format, the data structure, and all annotation  
12 codes required for data submission to the API. The API documentation is provided in  
13 a commonly used standardized format;
  - 14 ○ An EM service provider must use the NOAA Fishery Monitoring Web Portal to  
15 manage EM data, including but not limited to tracking: Trips, video review status,  
16 video review staff certifications, and more;
  - 17 ○ An EM service provider must use NOAA’s VMP software, VMAN, for VMP submittals,  
18 approvals, and updates; and
  - 19 ○ An EM service provider must sign a non-disclosure agreement to access government  
20 databases and systems.
- 21 • An EM service provider must ensure all EM data is collected and transmitted in a manner  
22 that ensures data integrity and protects confidential business information.
  - 23 ○ An EM service provider must securely store EM data for a period of time as specified  
24 by NMFS’ policy directive. An EM service provider must retain and store the raw EM  
25 data, reports, and other vessel EM trip records for a period of 12 months after catch  
26 data is finalized for the fishing year. NMFS will notify providers of the catch data  
27 finalization date for each year, typically occurring in July of the following year. EM  
28 data must be stored securely, whether on hard drives, local servers, or via cloud  
29 storage services. EM data must be released to NMFS personnel and authorized  
30 officers, or as otherwise authorized by the owner of the vessel.
- 31 • An EM service provider must provide NMFS, and its authorized officers and designees,  
32 access to all EM data immediately upon request.
- 33 • An EM service provider must provide NMFS with all software necessary for accessing,  
34 viewing, and interpreting the data generated by the EM system, including submitting the  
35 agency’s secondary review data to the API and maintenance releases to correct errors in the  
36 software or enhance software functionality.
  - 37 ○ An EM service provider’s software must support a “dual user” system that allows  
38 NMFS to complete and submit secondary reviews to the API.
  - 39 ○ An EM service provider’s software must allow for the export or download of EM  
40 data in order for the agency to make a copy if necessary.
  - 41 ○ An EM service provider must provide a software training for NOAA Fisheries staff.
- 42 • An EM service provider must provide the following to NMFS upon request:
  - 43 ○ Assistance in EM system operations, diagnosing/resolving technical issues, and  
44 recovering lost or corrupted data;

- 1           ○ Responses to inquiries related to data summaries, analyses, reports, and
- 2           operational issues;
- 3           ○ Access to video reviewers for debriefing sessions;
- 4           ○ Technical and expert information, if EM data are admitted as evidence in a court of
- 5           law. All technical aspects of a NOAA Fisheries-approved EM system may be
- 6           analyzed in court for, inter alia, testing procedures, error rates, peer review,
- 7           technical processes, and general industry acceptance. To substantiate the EM
- 8           system data and address issues raised in litigation, an EM service provider must
- 9           provide information, including but not limited to:
  - 10           ▪ If the technologies have previously been subject to such scrutiny in a court
  - 11           of law, a brief summary of the litigation and any court findings on the
  - 12           reliability of the technology.
- 13           ○ A copy of any contract between the EM service provider and sectors requiring EM
- 14           services;
- 15           ○ EM data and other records specified in the regulations.
- 16       • An EM service provider must provide feedback to vessels following a trip on the vessel
- 17       operator and crew's catch handling and camera maintenance. The EM service provider
- 18       must also provide a copy to NMFS upon request.
- 19       • An EM service provider must notify NMFS via an incident report submitted in the NOAA
- 20       Fishery Monitoring Web Portal within 24 hours after the EM service provider becomes
- 21       aware of any of the following:
  - 22           ○ Any information, allegations, or reports regarding possible harassment of EM
  - 23           program staff (e.g., video reviewers, technicians, dockside monitors);
  - 24           ○ Any information, allegations, or reports regarding possible EM system tampering;
  - 25           ○ Any information, allegations, or reports regarding EM service provider staff conflicts
  - 26           of interest; and
  - 27           ○ Any other information pertaining to noncompliance with program requirements, as
  - 28           specified by NMFS.
- 29       • Performance issues may affect a provider's eligibility for approval as an EM service provider
- 30       and/or individual EM video reviewer certifications.
- 31

## 32 **NMFS Responsibilities**

33 NMFS is responsible for the following:

- 34       • VMP review and approval.
- 35       • Review and approval of EM service provider applications.
- 36       • Data and formatting standards of EM programs.
- 37       • EM data collection training for service provider staff.
- 38       • Selecting trips for the service provider to review.
- 39       • Data quality, assurance, and integrity of EM data. This includes data validation and audits,
- 40       conducting a secondary review on a subset of trips to monitor the EM service provider's
- 41       performance, and providing feedback to the EM service provider.

- 1 • Providing feedback on vessel reporting via the sector manager regarding reviewed trips.  
2 Feedback forms will be distributed on a weekly basis via Kiteworks.
- 3 • Video and data storage when it takes possession of a copy of EM data as an agency record.
- 4 • For the audit model program, NMFS is also responsible for:
  - 5 a. Conducting the audit, whereby the eVTR submitted by the vessel operator is  
6 compared to the EM Detail File submitted by the EM service provider.
- 7 • For the maximized retention program, NMFS is also responsible for:
  - 8 a. Administering an agency-run DSM program in support of a maximized retention EM  
9 program (Fishing year 2022 only).

10

## 11 **AUDIT ELECTRONIC MONITORING:**

12

### 13 Program Goal

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

16 Description of the Audit Model Process: Under this model, the vessel operator and crew adhere  
17 to catch handling protocols for all sector EM trips (based on whether the vessel has an approved  
18 VMP for a given gear type). The vessel operator and crew hold groundfish discards on a  
19 measuring board and under a camera prior to discarding, and discard other species in view of  
20 cameras at designated discard control points. The vessel operators estimates the total weight of  
21 groundfish discards on an eVTR and submits the video footage to the EM service provider. The  
22 EM Service provider reviews trips selected for audit and develops an independent estimate of  
23 groundfish discards for the trip. The EM data is compared to the eVTR for the purposes of catch  
24 accounting.

### 25 Description of the Audit-Model Process

26 Under this model, the vessel operator and crew adhere to catch handling protocols for all sector  
27 EM trips (based on whether the vessel has an approved VMP for a given gear type). The vessel  
28 operator and crew hold groundfish discards on a measuring board and under a camera prior to  
29 discarding, and discard other species in view of cameras at designated discard control points.  
30 The vessel operator estimates the total weight of groundfish discards on an eVTR, and submits  
31 the video footage to the EM service provider. The EM service provider reviews trips selected for  
32 audit and develops an independent estimate of groundfish discards for the trip. The EM data is  
33 compared to the eVTR for the purposes of catch accounting.

- 34 • During each sector EM trip taken by a vessel, the EM system records all fishing activity  
35 onboard the vessel. The vessel captain and crew sort, measure, and discard fish within view  
36 of the cameras and in accordance with catch handling protocols.
- 37 • The captain and crew must adhere to the following catch handling requirements:
  - 38 ○ Legal-size groundfish must be kept and sublegal-size groundfish must be discarded,  
39 consistent with regulations;

- 1           ○ Sublegal-size and unallocated groundfish must be sorted by species and measured
- 2           (e.g., on a measuring board) within view of cameras prior to being returned to the
- 3           sea. A more complete description of measuring protocols is included in the VMP
- 4           guidance template. VMP measuring protocols may vary by vessel.
- 5           ▪ Groundfish flounders must be placed on a measuring strip on both the
- 6           dorsal and ventral sides to ensure proper identification. If flatfish are
- 7           grouped by species and measures, only the first five fish should be
- 8           measured on both sides for identification;
- 9           ▪ When discarding wolffish, the vessel operator or crew member may opt not
- 10          to measure the fish if doing so would present a safety risk; and
- 11          ▪ If the vessel encounters a high volume of discards, the captain and crew
- 12          may employ:
  - 13           • A subsampling methodology. If there are more than 20 discards of a
  - 14           given species (e.g., haddock), the vessel operator and crew may
  - 15           measure 20 fish at random and discard the rest one at a time so as
  - 16           to allow the video reviewer to count the total number of fish; or
  - 17           • A volumetric estimate methodology, if approved by NMFS. NMFS is
  - 18           currently working with EM vessels to develop volumetric protocols.
- 19          ○ LUMF may be discarded, if authorized by the vessel's sector LOA. LUMF should be
- 20          displayed in view of the measuring camera prior to discarding. The estimated
- 21          weight of LUMF (i.e., present weight, not estimated whole weight) should be
- 22          reported by the vessel operator on the eVTR.
- 23          ○ Non-groundfish species should be discarded at designated discard control points,
- 24          consistent with the vessel's VMP.
- 25          • The vessel operator must estimate the total weight of discarded groundfish on the eVTR.
- 26          The operator must create a new eVTR sub-trip each time the vessel changes statistical area,
- 27          gear category, or mesh size.
- 28          • NMFS selects sector trips for audit when it receives the eVTR for a trip. Trips will be
- 29          randomly selected and each trip has the same probability of being selected for audit. The
- 30          fishing year 2022 rate of audit will be announced in fall 2021.
- 31          • The sampling unit selected for audit will be a complete trip.
- 32          • A list of trips selected for audit are loaded into the NOAA Fishery Monitoring Web Portal on
- 33          a weekly basis. EM service providers must access the primary selection list via the Web
- 34          Portal.
- 35          • The EM service provider must complete the primary video review, which includes:
  - 36           ○ Review of all raw sensor and image data to confirm completeness of trip;
  - 37           ○ Review of sensor data to annotate start and end times, start and end locations, and
  - 38           identify the number of hauls;
  - 39           ○ Review hauls to annotate catch and generate the EM Detail File according to
  - 40           specifications; and
  - 41           ○ Submit the EM Detail File to the NEMIS API.
- 42          • The EM service provider should complete the primary video review and submit the EM
- 43          Detail Report within 10 business days of the trip selection.
- 44          • NMFS will compare the EM Detail File submitted by the EM service provider to the eVTR
- 45          submitted by the vessel using the following business rules:

- 1 ○ Minimum requirements for use in catch accounting:
  - 2 ■ Sub-trip is fully observed;
  - 3 ■ Number of efforts match; and
  - 4 ■ Less than 10 percent of annotated catch is unidentified (“fish, nk”).
- 5 ○ If the minimum requirements are met, the groundfish discards reported on the EM
- 6 Detail File and the eVTR will be compared to support NMFS’s delta model. If the
- 7 minimum requirements are not met, an alternative data source (i.e., adjusted VTR,
- 8 discard rate) is used to account for the trip’s groundfish discards.
- 9 ● NMFS will use the delta model for catch accounting. The delta model is a vessel- and
- 10 species-specific estimation of the precision and accuracy of a vessel’s self-reported discards.
- 11 The delta model is used to adjust the vessel’s self-reported discards to account for over- or
- 12 under-reporting of discard estimates. Additional guidance on discard catch accounting for
- 13 EM audit model vessels is located in the Sector Report Guide: Appendix D (Link in the
- 14 Resources Available to Sectors section) and a summary is included below:
  - 15 ○ For trips that are not selected for review, the vessel’s self-reported discards, as
  - 16 adjusted by the delta model, will be used for catch accounting;
  - 17 ○ For trips that are selected for review and meet the minimum requirements
  - 18 described above, the discards reported by the service provider in the EM Detail File
  - 19 are used for catch accounting.
  - 20 ○ For trips that are selected for review and do not meet the minimum requirements
  - 21 described above, the vessel’s self-reported discards, as adjusted by the delta model,
  - 22 will be used for catch accounting. In instances of chronic poor performance that
  - 23 prevents adequate monitoring, a vessel may be assigned a discard rate.
- 24 ● After completion of the audit, a feedback report summarizing the results of the audit will be
- 25 generated and distributed to the vessel via the sector manager. Reports will be distributed
- 26 on a weekly basis.

27

#### 28 Audit EM Program Duration

- 29 ● A vessel must opt into an Audit EM program for the entirety of the fishing year. However,
- 30 the Sector may allow a vessel a single opportunity to opt in/out of EM, in the event the
- 31 vessel determines that EM is or is not suitable for its business operations. The Sector will
- 32 contract with both an Audit EM and ASM company for FY 2022 to preserve this flexibility. A
- 33 vessel that opts in/out of EM midyear must allow for a transition period to accommodate
- 34 changes to PTNS and other data systems, during which time it must continue fishing under
- 35 its current monitoring program.
- 36 ● Vessel Monitoring Plans (VMPs) are approved by gear type. A vessel enrolled in Audit EM is
- 37 expected to acquire an approved VMP for all groundfish gear types the vessel may deploy
- 38 during the course of the fishing year. A vessel owner or operator that chooses to switch
- 39 gear types i.e. gillnet to trawl mid-year must work with the Sectors EM service provider to
- 40 reconfigure the EM system if necessary, and develop and submit a revised VMP for
- 41 approval. Depending on the extend of the changes, the Vessel with Sector approval be
- 42 temporarily categorized as an ASM vessel until the VMP authorizing the use of the new gear
- 43 type is approved. Trips taken by the vessel during this time would be assigned an ASM.

1

2 Audit EM Requirements

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

20

21 Vessel Operator Requirements

- 22 • A vessel using Audit EM may still be selected for NEFOP or NEFOP Limited coverage and  
23 must carry a NEFOP or NEFOP Limited observer if selected. The NEFOP program is necessary  
24 to collect biological data and satisfy Standardized Bycatch Reporting Methodology, Marine  
25 Mammal Protection Act, and Endangered Species Act requirements. The EM system must  
26 be operational and the vessel operator and crew must comply with catch handling protocols  
27 when carrying a NEFOP or NEFOP Limited observer.
- 28 • The EM system, associated equipment, vessel trips reports, VMP, and other records must be  
29 available for inspection upon request by NOAA Fisheries staff.
- 30 • A vessel operator must ensure the EM system is fully operational during a sector trip,  
31 including:
- 32 ○ Maintaining power to the EM system at all times for the duration of the trip.
  - 33 ○ Ensuring the EM system has adequate memory and/or spare hard drives to record  
34 the entire fishing trip.
  - 35 ○ Ensuring the system is functioning; camera views are unobstructed and clear in  
36 quality; and catch and discards may be viewed, identified, and quantified as  
37 necessary.
- 38 • A vessel operator and crew must comply with the NMFS-approved VMP at all times.
- 39 • A vessel owner or operator must submit all Audit data for all Audit Sector Trips to the EM  
40 provider in accordance with program requirements (e.g., method and timing):
- 41 a. Day Boats: The video footage of a trip must be submitted to the EM service  
42 provider within 7 calendar days following completion of the trip.

- 1           b. Trip Boats: The video footage of a trip must be submitted to the EM service  
2           provider within 7 calendar days following completion of the trip; however, if Vessel  
3           will be setting sail within 7 calendar days of landing video footage must be  
4           submitted prior to departure of next trip.

5           Vessel Monitoring Plan Requirements

- 6           • A vessel owner/operator must work with the EM service provider to develop a vesselspecific  
7           vessel monitoring plan (VMP) based on the vessel’s fishing activities. The VMP must be  
8           submitted to NOAA Fisheries for approval in advance of the fishing year. Any Sector  
9           Member wishing to participate in the Sectors Audit EM program must first receive approval  
10          from the Sector. NMFS requires a minimum of 30 calendar days in advance of the start of  
11          the fishing year for vessels wishing to deploy Audit EM on May 1<sup>st</sup> therefore Members are  
12          responsible for seeking permission and completing work towards the VMP in accordance  
13          with this timing. During the fishing year, the VMP must be submitted to NMFS for approval  
14          a minimum of 10 business days prior to a vessels intended start date.
- 15          • A vessel must have a NOAA Fisheries-approved VMP to use Audit EM for a given gear type  
16          on a sector trip. At a minimum, the VMP must incorporate these EM Program Standards by  
17          reference, and the following sections (below). Further details on the required information  
18          can be found in the VMP guidance template:
- 19           o General vessel information including:
  - 20           o Gear types ;
  - 21           o List of contacts;
  - 22           o EM system components and specifications;
  - 23           o Vessel reporting requirements;
  - 24           o Vessel operator responsibilities;
  - 25           o           ▪ System operations and maintenance; and
  - 26           o           ▪ Catch handling requirements.
  - 27           o EM system malfunction protocols; and
  - 28           o Troubleshooting guide.
- 29          • A copy of the approved VMP must be on board the vessel and accessible at all times.
- 30          • The captain and crew of a vessel must abide by catch handling protocols, and all other  
31          requirements of the VMP, at all times on a sector trip. The captain and crew of a vessel must  
32          sort catch and process any discards within the view of the cameras and in a manner  
33          consistent with the VMP.
- 34          • Substantial modifications to the VMP must be approved by NOAA Fisheries prior to fishing.  
35          A vessel that intends to modify its fishing practices mid-year and requires VMP  
36          modifications must allow for a transition period to accommodate VMP review and approval  
37          by NOAA Fisheries.

40          Effective upon approval of Amendment 23 to the Northeast Multispecies Fishery Management  
41          Plan by NMFS, the Maximized Retention Electronic Monitoring model would become a tool for  
42          sector vessels to meet groundfish sector monitoring requirements in fishing year 2022.