

V Northeast Fishery Sector Inc.  
Fishing Year 2023 & 2024  
Operations Plan and Agreement  
SUBMITTED: May 1, 2023

**Recitals**

- A. Pursuant to Amendment 16 to the Northeast Multispecies Fishery Management Plan (FMP) and implementing regulations promulgated by NOAA Fisheries (NOAA), a group of limited access multispecies permit holders may form a self-selecting cooperative or sector for fisheries management. As a condition of forming a sector, these permit holders do so enter into a binding sector operations plan and agreement that contains the required elements.
- B. The signers to this agreement wish to form a sector under Amendment 16 for Fishing Year 2023 (May 1, 2023 – April 30, 2024) **and** Fishing Year 2024 (May 1, 2024 – April 30, 2025).
- C. Membership in the sector is voluntary and the commitment is for the entire fishing year.
- D. Each member may harvest or transfer its harvest share only under the terms and conditions of this agreement and in compliance with the restrictions imposed by the sector manager and the sector Board of Directors in accordance with this agreement. Any other attempted harvest or transfer of a member's harvest share shall be a breach of this agreement

Now therefore, for and in consideration of the agreements, covenants, rights and obligations set forth herein and the mutual benefits anticipated by the members under this agreement, the receipt and sufficiency of which is hereby acknowledged, the members and the sector hereby agree as follows effective May 1, 2023:

**GENERAL PROVISIONS**

1. Sector Name: The organization under this agreement shall be called V Northeast Fishery Sector Inc. (NEFS 5). This is a non-profit organization that was incorporated in Massachusetts on May 26, 2009 and therefore may be held liable for violations committed by its members.
2. Rule of Three Requirement: Amendment 16 to the NE Multispecies FMP defines a sector as a group of three or more persons, none of whom have an ownership interest in the other two persons in the sector. This criterion has been fulfilled for FY 2023 with:
- permit # 151069 under the distinct ownership of Goldenwood Fisheries, Inc.
  - permit # 310991 under the distinct ownership of CR Fisheries, Inc.
  - permit # 320550 under the distinct ownership of Atlantic Queen, Inc.

Documentation of fulfillment of this criterion for FY 2024 will be furnished by the sector in accordance with NOAA guidance and scheduling pertaining FY 2024 operations plan submission.

- 1  
2 3. No Collective Marketing: The members acknowledge that the sector has not been formed  
3 or qualified as a collective marketing association. The members therefore agree that nothing in  
4 this agreement shall be construed as permitting or obligating members to collaborate regarding  
5 processing, marketing or sales of the product produced from the catch harvested under their  
6 harvest share. Each member shall conduct all sales of such catch in competition with the other  
7 members.  
8
- 9 4. Communication with Sector: The sector manager will be the primary point of contact for all  
10 communications on behalf of the sector. In addition, Rodman Sykes, NEFS 5 President, is  
11 authorized to act on behalf of the sector. At the time in which this agreement is entered into, the  
12 Board of Directors (Board) are as follows:  
13
- 14 Robert Westcott                  Howard Follett                  Rodman Sykes  
15
- 16 5. Sector Manager and Registered Agent: The sector manager for the duration of this agreement  
17 will be Daniel Salerno. See Exhibit G for contact information. The registered agent is Registered  
18 Agents Inc. located at [REDACTED].  
19
- 20 6. Sector Eligibility: To be eligible to be a member of the sector, a person must hold a Limited  
21 Access Northeast Multispecies permit and meet all other sector eligibility requirements as  
22 established by the sector's Board. Any person wishing to become a sector member must submit  
23 an application and signed contract in a timely manner prior to the annual deadline by which sector  
24 contracts are submitted to NOAA Fisheries. All members will be notified in advance of the  
25 specific date when applications and contracts are due.  
26
- 27 7. Sector Membership: Sector membership shall be effective upon admission of a member by the  
28 Board and the acceptance of an executed sector membership agreement. Subject to the automatic  
29 renewal provisions of Section 8 below, and the Enforcement Provisions of this agreement, sector  
30 membership shall expire at the conclusion of this agreement. Sector members, their permits as  
31 identified by the Moratorium Rights Identifier (MRI) and their associated vessels (where  
32 appropriate) are identified in Exhibit A. Documentation of sector members, permits/MRIs and  
33 vessels for FY 2024 will be furnished by the sector in accordance with NOAA guidance and  
34 scheduling pertaining FY 2024 operations plan submission.  
35
- 36 8. Membership Termination: No sector member may terminate their membership in the sector  
37 other than in accordance with this section. A member that has agreed to join the sector may  
38 withdraw from the sector prior to the start of the fishing year (May 1) by providing notification to  
39 the sector manager their intent to withdraw by the Termination Date (April 28, 2023 for FY 2023  
40 and April 28, 2024, for FY 2024). A member that fails to provide such notice by the Termination  
41 Date shall be deemed to have automatically renewed its sector membership for the following  
42 fishing year.  
43

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

actions and execute any and all documents necessary or convenient to give effect to this provision.

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

9. Membership Status: Sector members must notify the sector manager their intent to harvest sector allocation and this notice shall identify which vessel will be used to harvest allocation. Those who do so will be considered ACTIVE sector members. Sector members that will harvest the sector's allocation are identified in Exhibit A. Documentation of sector members who will harvest sector allocation, permits/MRIs and vessels for FY 2024 will be furnished by the sector in accordance with NOAA guidance and scheduling pertaining FY 2024 operations plan submission. NON-ACTIVE sector members shall not harvest any sector ACE including their own allocated harvest share. Additionally, NON-ACTIVE sector members will:

- Not participate in any ACE accountable fisheries,
- Participate in the ACE transfer market as only a transferor (with limited exceptions that only pertain to inter-sector ACE transfers that are "fish for fish" deals).
- Not have access to information other than their own individual harvest share amounts.
- Not have the Right of First Offer on sector harvest shares and related allocations.
- Have the ability to become active during the fishing year by requesting active status and receiving permission to become active from the Board.

10. Sector Member and Vessel Permits: In accordance with the requirements of Amendment 16, Exhibit B documents all state and federal permits attached to each sector vessel and/or the members. Documentation of sector member and vessel permits for FY 2024 will be furnished by the sector in accordance with NOAA guidance and scheduling pertaining FY 2024 operations plan submission.

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

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

1 MRIs enrolled in the sector as consistent with Amendment 16 and as set forth in Exhibit C. Each  
2 member shall take all actions and execute all documents necessary to obtain the sector's ACE.  
3

- 4 13. Sector Reserve: Prior to the beginning of each fishing year, the sector manager in  
5 conjunction with the Board will determine the amount of sector ACE by stock to be held back  
6 from the membership as a reserve. The individual stock reserves will be either a straight  
7 poundage amount or a percentage of the total sector ACE and can be modified by the Board  
8 during the fishing year to prevent under or over harvest of the sector's ACE. At a minimum, 5 %  
9 will be initially put into reserve for those stocks that do not have a carryover component (Georges  
10 Bank East cod & haddock and Georges Bank yellowtail flounder). Reserve ACE cannot be  
11 harvested, leased or traded without prior Board approval. If minimal to no reserve is adopted by  
12 the Board, all members are encouraged to set aside a portion of their individual harvest share as a  
13 voluntary reserve.  
14

- 15 14. Distribution of ACE: Each member acknowledges that the sector's ACE is composed of  
16 allocations for each northeast multispecies groundfish allocated by Amendment 16 and any  
17 subsequent Framework or Amendment. All members will receive a harvest share of sector ACE  
18 for all allocated stocks. This harvest share will be comprised of 100 % of their individual ACE  
19 based on the PSC associated with all MRIs owned minus any Board adopted and/or voluntary  
20 reserve. In addition, any individual overages from the previous fishing year will be deducted  
21 from the member's harvest share.  
22

- 23 15. Harvest Share Transfers: All members may transfer some or all of their harvest share in a  
24 manner authorized by NOAA and in accordance with this agreement for the remaining term of  
25 the fishing year. Only the sector manager or his designee has the authority to cause transfer of  
26 harvest share between members or between the sector and another sector.  
27

- 28 • Intra-Sector Transfer: All members may transfer some or all of their harvest share only  
29 to one or more active members of the sector. Transfers will become finalized once the  
30 details of the transfer (stock, amount & compensation) are confirmed by all parties to the  
31 sector manager.  
32
- 33 • Inter-Sector Transfer: All members may transfer some or all of their harvest share to  
34 one or more other approved sectors subject the following procedures:  
35
  - 36 i. A member must reach an agreement on all transfer terms (sector, stock, amount  
37 & compensation) with the member of the receiving sector. All terms must be  
38 forwarded to the sector manager to be confirmed with the receiving sector's  
39 manager.  
40
  - 41 ii. If both sector managers confirm the transaction is valid, the sector manager will  
42 initiate the Right of First Offer (ROFO). This process entails the sector manager  
43 providing written notice of the transaction with all appropriate terms of the  
44 transaction (sector, stock, amount & compensation) via electronic mail to all  
45 active members of the sector. The active members will have 120 hours (5 days)  
46 from the date and time of the ROFO notice to accept all terms and conditions of  
47 the transaction.  
48
  - 49 iii. An active member that elects to accept the ROFO shall notify the sector manager  
50 of their intentions to accept the offer within the 120 hour (5 day) period. If more

1 than one active member elects to accept the ROFO, all active members doing so  
2 shall each receive an equal portion of the transaction and will be responsible for  
3 their share of the compensation. Upon completion of the ROFO period, the  
4 transfer will be finalized by the sector manager.

- 5  
6 iv. If after the 120 hour (5 day) period has expired with no internal acceptance of the  
7 ROFO, the sector manager will then proceed with the transfer as outlined by the  
8 terms of the ROFO to the other sector via NOAA's Sector Information  
9 Management Module (SIMM).

10  
11 The Board reserves the authority to modify or waive the harvest share transfer rules on a case by  
12 case basis if petitioned by any sector members involved in the harvest share transfer.

- 13  
14 16. Permit Transfers: A member may transfer their permit/MRI to another party in accordance  
15 with this agreement. For the purposes of this section, transferring a fifty percent or greater  
16 interest in a permit/MRI or in the entity that holds the permit/MRI shall constitute a permit  
17 transfer. All sector permit transfers shall be conducted in the following manner:

- 18  
19 • Permit Transfer to Active Sector Member: If the receiving party of the permit  
20 transfer is an active sector member, no sector restrictions apply to said transfer.  
21 However, a written copy of all terms and conditions of the transfer must be provided to  
22 the sector manager.

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

- 31  
32 • Permit Transfers to Non-Active Members: If the receiving party of the permit  
33 transfer is a non-active sector member, then the permit transfer is subject to the following  
34 procedure:  
35  
36 i. The sector manager will initiate the Right of First Refusal (ROFR). This process  
37 entails the sector manager providing written notice of the permit transfer via  
38 electronic mail to all active members of the sector. The notice will include a  
39 copy of the completed P&S, a listing of all federal permits associated with the  
40 MRI, the PSC by stock for all allocated groundfish associated with the MRI as  
41 well as the current fishing year's groundfish allocations. The active members  
42 will have 15 days from the date of the ROFR notice to accept all terms and  
43 conditions of the permit transfer.  
44  
45 ii. An active member that elects to do accept the ROFR shall notify the sector  
46 manager and the seller of the permit of their intentions to accept the offer within  
47 the 15 day period. If more than one active member elects to accept the ROFR,  
48 the active member who responds first in time shall have the right to acquire the

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

- iii. If after the 15 day period has expired with no active members exercising their ROFR, then the permit transfer may commence as outlined in the P&S. The receiving member will still be considered a non-active member and must request active status from the Board if they wish to use this permit in sector ACE accountable trips.

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

- i. The sector manager will initiate the Right of First Refusal (ROFR). This process entails the sector manager providing written notice of the permit transfer via electronic mail to all members (active and non-active) of the sector. The notice will include a copy of the completed P&S, a listing of all federal permits associated with the MRI, the PSC by stock for all allocated groundfish associated with the MRI as well as the current fishing year's groundfish allocations. All sector members will have 15 days from the date of the ROFR notice to accept all terms and conditions of the permit transfer.
- ii. A sector member that elects to do accept the ROFR shall notify the sector manager and the seller of the permit of their intentions to accept the offer within the 15 day period. If more than one member elects to accept the ROFR, the sector member who responds first in time shall have the right to acquire the assets that are subject to the permit offer, on all terms and conditions set forth in the P&S. An active member's acceptance of the ROFR shall supersede a non-active member's acceptance of the ROFR.
- iii. If after the 15 day period has expired with no sector members exercising their ROFR, then the permit transfer may commence as outlined in the P&S. The receiving member will be considered a non-active member and must request active status from the Board if they wish to use this permit in sector ACE accountable trips.

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

- 17. Harvesting Rules: Each active member shall conduct their fishing operation in strict compliance with the Harvesting Rules set forth in Exhibit C. The sector manager will monitor sector members' activity to ensure the sector remains in compliance with Amendment 16 and other related regulations. Members acknowledge that the sector manager in conjunction with the Board may modify or adopt additional requirements or restrictions on harvest of the sector's ACE in order to ensure effective utilization and management of the sector's ACE. Any and all changes to the Harvesting Rules will be transmitted to the sector membership via electronic mail.
- 18. Catch Monitoring and Reporting: Each active member shall comply with all catch monitoring and reporting requirements established by the sector manager, which may include but are not limited to maintaining and submitting accurate catch reports, carrying fishery observers and/or at-sea monitors, installing and operating electronic vessel catch reporting and monitoring

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

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

20. Allocated Groundfish Discard Accounting: The sector manager (or his/her designated representative) will derive stock specific discards for each trip. The methodology for calculating discards will vary by monitoring type.

- For vessels enrolled in an ASM program:
  - If the trip is observed by either an at-sea monitor or a Northeast Fisheries Observer Program (NEFOP) observer, discards will be derived based on data collected during that trip and will account for all hauls (observed and unobserved) on that trip.
  - For unobserved trips taken by vessels enrolled in an ASM program, discards will be derived using the NOAA Fisheries-provided discard rate resulting from the NOAA Fisheries method to estimate 'in-season' discard rates, which may not include data from research trips or sector trips using certain exemptions.
- For vessels enrolled in a maximized retention EM program:
  - If the trip is observed by a Northeast Fisheries Observer Program (NEFOP) observer, discards will be derived based on data collected during that trip and will account for all hauls (observed and unobserved) on that trip.
  - For trips taken by vessels enrolled in a maximized retention EM program without a NEFOP observer aboard, discards will be derived using the NOAA Fisheries-provided discard rate resulting from the NOAA Fisheries method to estimate 'in-season' discard rates, which may not include data from research trips or sector trips using certain exemptions. In-season discard rates for allocated groundfish stocks will be set to zero at the start of the fishing year, consistent with maximized retention EM requirements. In-season discard rates for unallocated groundfish stocks will be based on NEFOP data for the fishery.
- For vessels enrolled in an audit model EM program.
  - If the trip is observed by a Northeast Fisheries Observer Program (NEFOP) observer, discards will be derived based on data collected during that trip and will account for all hauls (observed and unobserved) on that trip.
  - If the trip is observed using electronic monitoring, discards will be derived based on data collected during that trip to account for observed hauls only.
  - For unobserved trips or hauls taken by vessels in an audit model EM program, discards will be derived using the vessel's self-reported discards as adjusted based on the vessel's historical reporting accuracy.

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

2  
3 • Weekly Reporting:

4  
5 i. Sector Manager Detail Report: A report that provides catch at the sub-trip level  
6 for all sector trips completed through the most recent “Week End Date”. It will  
7 include vessel permit numbers, trip identifier numbers, gear type and mesh  
8 category, stock, landings, discards (observed or calculated) and total catch. This  
9 report is cumulative in nature from the start of the fishing year and is adjusted  
10 retroactively as additional data elements become available.

11  
12 ii. Sector Manager Trip Issue Report: A report that provides brief information  
13 on any enforcement or compliance issues that arise that are contrary to this  
14 agreement as well as actions taken to remedy the issue. This report is cumulative  
15 in nature from the start of the fishing year.

16  
17 iii. Sector Manager ACE Status Report: A report that provides the most accurate  
18 ACE usage for all allocated stocks. This report will take into account changes in  
19 total ACE available by including any carryover ACE (both maximum and De  
20 Minimis), in-season adjustments, ACE transfers both into and out of the sector as  
21 well as east to west ACE conversions for appropriate stocks. This report is  
22 cumulative in nature from the start of the fishing year.

23  
24 • Daily Reporting: The reporting frequency for the sector manager’s ACE Status  
25 Report will be increased to daily when 90 % of any of the sector’s ACE is reached. The  
26 sector manager, or a designated representative, must notify NOAA Fisheries immediately  
27 by electronic mail if the threshold that triggers daily reporting has been reached. During  
28 the period when a sector has reached or exceeded 90 % of any of its ACE, a daily ACE  
29 Status Report must be submitted only on a day when a member vessel lands, or when the  
30 sector engages in an ACE transfer of a stock that is exceeding the 90 % threshold. This  
31 report will only account for those stocks that are at 90 % or more of usage. Daily  
32 reporting will discontinue when transfer or conversion activity decreases the usage level  
33 below 90 %.

34  
35 • Annual Reporting: The sector manager will submit an annual report to NOAA that  
36 summarizes fishing activities of the sector and its members on both sector and non-sector  
37 trips. This report will include PSC and initial ACE totals, harvest levels of all species  
38 (landings and discards) by gear type, detailed inter and intra sector trading information,  
39 enforcement actions taken during the fishing year, regulatory exemption usage as well as  
40 any other relevant information required to evaluate the performance of the sector. The  
41 actual date of submission will be specified by NOAA.

42  
43 • Issue Tracking: The sector manager will report all data quality questions and  
44 issues to the appropriate NOAA personnel for corrections through the JIRA issue  
45 tracking application implemented by NOAA.

46  
47 22. ACE Threshold Program: The sector manager, in conjunction with the Board, will develop  
48 an internal ACE threshold program. This program would incorporate individual harvest share  
49 thresholds by stock that alert the sector manager and the member that actions may need to be



taken to avoid exceeding one's harvest share. These actions may include but are not limited to "Decreasing Fishing Effort", "Initiate ACE Leasing/Trading" and/or "Stop Fishing".

23. Confidentiality Data Statement: 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 authorizes the release to the manager of V Northeast Fishery Sector Inc. of information that may be or is considered to be confidential or privileged by the Magnuson-Stevens Act or other federal law regarding the catch of various species of fish associated with the limited access Northeast multispecies permit with the Moratorium Rights Identifiers (MRIs) enrolled in the sector submitted to NOAA Fisheries that the undersigned has authority to access. This information includes data required to be submitted or collected by NOAA Fisheries, including but not limited to days-at-sea allocation and usage, vessel trip reports, dealer reports, Northeast Fishery Observer Program data, catch and landings history data, at-sea or electronic monitoring data, VMS information, and all other information associated with the vessel, MRI #, and/or permit records. This confidential data statement applies to the length of this agreement which covers FY 2023 (May 1, 2023 – April 30, 2024) and FY 2024 (May 1, 2024 – April 30, 2025).

24. Consolidation of ACE: In FY 2022, 45 % of the permits enrolled in NEFS 5 for FYs 2023 and 2024 are attached to vessels actively fishing for NE multispecies. For FYs 2023 and 2024, NEFS 5 has 20 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, NEFS 5 expects that compared to FY 2022, there would be no change from the consolidation that previously occurred among the members in 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 all 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 no additional consolidation.

25. Redirection of Effort: During FY 2021, NEFS 5 vessels switched fishing efforts into the following fisheries:

- Striped Bass – LM sink gillnets
- Menhaden – purse seine
- Atlantic Herring – midwater & bottom trawl
- Skate (bait) – trawl
- Squid, Mackerel & Butterfish – trawl
- Scup, Black Sea Bass, Summer flounder - trawl
- Small Mesh NE Multispecies – trawl
- Atlantic Sea Scallop – trawl

During the first quarter of FY 2022, NEFS 5 vessels switched fishing efforts into the following fisheries:

- Skate (bait) – trawl
- Atlantic Sea Scallop – trawl
- Squid, Mackerel and Butterfish – trawl
- Scup, Black Sea Bass, Summer flounder - trawl
- Small Mesh NE Multispecies – trawl

During FYs 2023 and 2024, NEFS 5 anticipates similar redirection of effort to the fisheries listed above.

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

**MONITORING PROVISIONS**

1. ASM and/or EM Contracting: NEFS 5 will contract one or more of the companies approved by NOAA Fisheries to provide monitoring services and will notify NOAA Fisheries of its selection no later than March 1, 2023.
2. Coverage Rate: NEFS 5 will use PTNS to deploy NEFOP observers, at-sea monitors, and/or electronic monitoring in a way to achieve coverage at the target percentage of trips that is random and representative of fishing activities of the sector.
3. ASM and/or EM Program: NEFS 5 will use the NOAA Fisheries designed ASM and/or Audit Model EM program. NOAA Fisheries ASM Standards and Description of the NMFS ASM Program and EM Standards and Description of the NMFS EM program can be found in Exhibit E.

## **ENFORCEMENT PROVISIONS**

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

In consideration of the foregoing, each active member agrees to indemnify, defend and hold the sector and all other members harmless from and against all liabilities, claims, fines, penalties and forfeitures of any nature whatsoever arising out of or related to any breach of this agreement related to such active member's harvest of sector ACE, and each member agrees to indemnify, defend and hold the sector and the other members harmless from and against all liabilities, claims, fines, penalties and forfeitures of any nature whatsoever arising out of or related to such member's breach of this agreement. Each member's indemnification obligation under this section is separate from and in addition to each member's liquidated damages and consequential damages obligations defined below. Each member authorizes the Board to require that a member's obligations under this section be secured by a surety.

2. **Release and Waiver of All Claims Against Sector Manager; Indemnification and Hold Harmless:** Each member acknowledges that the effectiveness of this agreement depends on the sector manager exercising reasonable independent business judgment in good faith in reviewing and approving or disapproving members' fishing plans, monitoring harvest of the sector's ACE, and enforcing the terms and conditions of this agreement. Each member hereby waives and releases any and all claims against the sector manager arising out of or relating to sector manager's performance under this agreement, other than those arising solely from the gross negligence or willful misconduct by the sector manager, as conclusively determined by a court of final and competent jurisdiction. The sector and the members agree to jointly and severally indemnify, defend and hold the sector manager harmless from and against any third party claims, damages, fines, penalties and liabilities of any kind whatsoever asserted against the sector manager in connection with the sector manager's performance under this agreement, other than those arising out of gross negligence or willful misconduct by the sector manager.
3. **Enforcement Issues:** The sector member acknowledges that enforcement issues must be included in weekly reporting to NOAA. Weekly Sector Manager Trip Issue Reports will provide summaries of any enforcement or reporting compliance issues, including violations of operations plans (exclusive of defined administrative provisions), violations of regulations, or general problems with monitoring or sector operations during the reporting period. Additionally, separate Sector Incident Reports will be submitted when necessary that will further document compliance/enforcement concerns, sector enforcement issues, enforcement actions and incident/non-compliance reports.

- 1  
2 4. Breach and Remedies for Breach: The benefits associated with sector membership will  
3 only accrue to the members if each of them strictly complies with this agreement. Each member  
4 will make significant operational and financial commitments based on this agreement, and any  
5 member's failure to fulfill any of its obligations under this agreement could have significant  
6 adverse consequences for some or all other members. Any failure by a member to fulfill any of  
7 its obligations under this agreement shall constitute a breach of this agreement. Each member  
8 shall be bound by the procedures set forth in this section for determining whether a member has  
9 breached this agreement. The sector shall be entitled to the remedies set forth in this section if a  
10 member is determined by the sector to have breached this agreement. Each member shall take all  
11 actions and execute all documents the sector manager deems necessary or convenient to give  
12 effect to the provisions of this section.  
13
- 14 5. Notice to Vessel Masters; Assumption of Liability: Each vessel harvesting a member's  
15 harvest share, or participating in a fishery that may require utilization of a member's harvest  
16 share, will be under the day-to-day command of the vessel's master who will to a significant  
17 degree have control over whether the vessel is operated in compliance with this agreement. Each  
18 member shall ensure that the master(s) of the vessel(s) harvesting such member's harvest share  
19 are aware of the terms and conditions of this agreement governing the harvest of such member's  
20 harvest share, including without limitation the Harvesting Rules, and shall have confirmed their  
21 agreement to abide by such terms in writing. Each member assumes all liability under this  
22 agreement arising out of or related to the actions of the master(s) operating such member's  
23 vessel(s).  
24
- 25 6. Liquidated Damages Schedule and Schedule Amendments: The loss, costs and damages  
26 which may be damages which may be suffered or incurred by members as the result of any  
27 member harvesting sector ACE in excess of the amount such member is authorized to harvest  
28 under this agreement, or otherwise breaching this agreement, will be difficult to calculate. The  
29 loss, costs and damages the members and the sector could suffer as the result of a member  
30 harvesting more sector ACE than its harvest share, or otherwise breaching this agreement, are  
31 likely to substantially exceed the market value of the excess harvest. Consequently, the sector  
32 may impose and assess upon any breaching member the liquidated damages amounts as  
33 established under Section 7 below.  
34
- 35 7. Liquidated Damages Calculation: The liquidated damages amount for each pound by  
36 which a member's harvest of an allocated species exceeds such member's harvest share for such  
37 species shall be the average inter-sector lease market listing price from two months previous  
38 multiplied by a multiplier of three or more as determined by the Enforcement Committee. The  
39 liquidated damages amounts for breaches of this agreement, other than overharvest of a member's  
40 harvest share shall be provided in Exhibit D.  
41
- 42 8. Liquidated Damages Security: The Board may require that a member that has two or more  
43 NOAA fishing regulation violations, or which has breached this agreement or another sector's  
44 operations plan on two or more occasions, post a bond or obtain a letter of credit securing such  
45 member's payment and performance obligations under this agreement in such amounts as the  
46 Board deems appropriate, or may require such member to personally guaranty, and/or have other

members or third parties personally guaranty, such member's payment and performance obligations under this agreement.

9. Sector Manager Actions in Response to Apparent Breach: The sector manager shall monitor the members' compliance with the terms and conditions of this agreement. If the sector manager becomes aware of an apparent breach of this agreement by a member, the sector manager shall investigate the matter, and if the sector manager concludes that a member has breached this agreement, the sector manager shall notify such member of the apparent breach and (if such breach is reasonably susceptible of cure) provide such member with an opportunity to cure the breach. If such member fails to demonstrate to the sector manager, in the sector manager's sole and absolute discretion, that no breach occurred, or to cure the breach within the time period directed by the sector manager, taking into account the magnitude of the breach and the potential consequences of the breach for the sector and the other members, the sector manager shall notify the member in writing that the sector manager is referring the alleged breach to the Enforcement Committee, and shall notify the Enforcement Committee in writing of the alleged breach and the proposed liquidated damages. If during the investigation, notice and cure period described above, the sector manager concludes it is necessary for the protection of the interests of the sector and its members, the sector manager may issue a "Stop Fishing Order" (Section 16) to the member in apparent breach, and if such member fails to cause the vessels harvesting its harvest share to immediately stop fishing, the sector manager may take any action he/she deems necessary including without limitation, self-help or court action which may include the seeking of injunctive relief.
10. Enforcement Committee: The Board will act as the Enforcement Committee with the exception of any board members that may be in apparent breach of this agreement. The Enforcement Committee shall assist the sector manager in setting and updating the liquidated damages amounts for breaches of this agreement. And shall hear and decide members' appeals of the sector manager's contract breach determinations and liquidated damages assessments.
11. Members Appeals: A member receiving notice of an alleged breach and proposed liquidated damages shall have five days from the date that the member receives notice to request an appeal hearing before the Enforcement Committee. If a member fails to request a hearing within such five day appeal period, the member's right of appeal shall expire, the member shall be deemed to have breached this agreement in accordance with the sector manager's determination, and the member shall be obligated to pay the related liquidated damages. If a member timely requests an appeal hearing, the sector manager shall consult with the Enforcement Committee and schedule an Enforcement Committee meeting for that purpose. The Enforcement Committee shall make reasonable efforts to schedule the meeting at a time and place such that the member requesting the appeal is able to attend, and shall provide the member with at least thirty days advance written notice of the time and place of the meeting. At such meeting, the Enforcement Committee shall provide the sector manager with an opportunity to present evidence of the apparent breach, and shall provide the member in apparent breach with a reasonable opportunity to rebut such evidence. All data produced by the sector manager shall be presumed accurate, and, absent manifest error, each member's obligations under this agreement and all related documents may be enforced to their fullest extent on the basis of such data. If the Enforcement Committee determines that a member breached this agreement, the sector shall have the right to collect from such member the liquidated damages amount provided for such breach under this agreement.

1  
2 12. Voluntary Compliance: In connection with breaches of this agreement for which a member is  
3 liable to the sector or other sector members for liquidated damages, the sector shall provide the  
4 breaching member fifteen days prior notice of its intent to exercise its rights of collection, during  
5 which period the member may propose an alternative method of compensating the sector and  
6 other sector members for the damages suffered as the result of such member's breach. The  
7 Enforcement Committee may approve or disapprove any alternative form of compensation in its  
8 sole discretion, provided that if the breach at issue is an overharvest of a member's harvest share,  
9 there shall be no liquidated damages imposed if the member in breach obtains sufficient harvest  
10 share from other members to offset the overharvest, and tenders conclusive evidence to that effect  
11 to the Enforcement Committee. Such member shall nevertheless remain liable for the costs and  
12 fees incurred by the sector in connection with the alleged breach, and the sector shall be entitled  
13 to collect such costs and fees if such member fails to pay the same within ten days of receiving  
14 the sector's demand for payment.  
15

16 13. Liquidated Damages Collection and Related Expenses: If a members fails to resolve a breach of  
17 this agreement through voluntary compliance measures approved by the Enforcement Committee  
18 and performed by such member on a timely basis, the member in breach shall pay the liquidated  
19 damages amount assessed by the sector within ten days of the end of the voluntary compliance  
20 period described above. Liquidated damages amounts not paid when due shall accrue interest at a  
21 rate of interest equal to the prime rate of interest announced by Bank of America, or such other  
22 bank as the Board may select from time to time, as of the last day of the voluntary compliance  
23 period plus twelve percent (12%). If a member fails to pay the liquidated damages amount  
24 assessed by the Enforcement Committee with interest within thirty days of the end of the  
25 voluntary compliance period described above, the sector may pursue legal action to collect the  
26 liquidated damages. In addition, in connection with member breaches resulting from an  
27 overharvest of a member's harvest share, the sector (acting through the Enforcement Committee)  
28 may take possession of an amount of the member in breach's harvest share for the overharvested  
29 species for the year in which the contract breach occurred and, if necessary, in subsequent years,  
30 in a total amount equal to three times the amount of such overharvest, provided that the amount of  
31 a member's liability to the sector for overharvest shall be reduced proportionately to the extent  
32 that the sector does so. In addition to liquidated damages, the sector shall be entitled to all fees,  
33 costs and expenses, including attorney's fees, actually incurred by the sector in connection with  
34 any action to collect liquidated damages from a member in breach of this agreement, whether or  
35 not the sector prevails in such action.  
36

37 14. Consequential Damages for Gross Negligence or Willful Misconduct: In addition to the  
38 liquidated damages imposed by the Enforcement Committee, each member shall be liable for  
39 consequential damages in connection with a breach of this agreement resulting from the  
40 member's gross negligence or willful misconduct. Each active member shall be liable for the  
41 consequential damages arising out of or related to the gross negligence or willful misconduct of  
42 the captain operating such active member's vessel(s).  
43

44 15. Distribution of Damages: Where a member's breach causes one or more other members to  
45 harvest less than their harvest share, damages awarded to the sector under this provision shall first  
46 be distributed *pro rata* among the members whose harvest was reduced, with each member  
47 receiving a fraction of such funds, the numerator of which is the amount by which such member's

1 catch was less than such member's allocation or apportionment, and the denominator of which is  
2 the sum of the aggregate amount of by which all members' allocations or apportionments were  
3 reduced as a result of the breach, up to the amount of loss suffered by each such member as the  
4 result of the breach. Any damages awarded to the sector in excess of those distributed to other  
5 members under this section, and any damages awarded in connection with a breach which does  
6 not cause any other member's allocation or apportionment to be reduced, shall be retained by the  
7 sector and applied to the costs of sector operations.  
8

- 9 16. Stop Fishing Order, Injunctive Relief: Sector members may be held jointly and severally liable  
10 if (a) a sector exceeds its ACE, (b) a sector member discards legal-sized fish, or (c) a sector  
11 member misreports landings or discards. If a sector exceeds its ACE in a given fishing year, the  
12 sector's allocation may be reduced by the overage in the following fishing year, and the sector,  
13 each vessel, and vessel operator and/or vessel owner participating in the sector may be jointly and  
14 severally liable for civil penalties and permit sanctions pursuant to 15 C.F.R. Part 904 in  
15 connection with such overage. In addition, if a Sector exceeds its ACE in more than one fishing  
16 year, NOAA may permanently reduce the Sector's ACE or withdraw the sector's authorization to  
17 operate.  
18

19 The sector will exceed its ACE only if one or more members overharvest their harvest share. A  
20 member's overharvest of its harvest share would be a breach of this agreement for which a  
21 member would be liable for damages. Because each incident of sector ACE overharvest would  
22 constitute a separate violation of the Amendment 16 regulations, and because each such incident  
23 would be treated as a prior violation by NOAA for purposes of determining appropriate fines,  
24 penalties and forfeitures in connection with a subsequent violation, the damages suffered by the  
25 sector as a result of an overharvest by one or more members that resulted in the sector  
26 overharvesting its ACE would be consequential and irreparable.  
27

28 In consideration of these circumstances, and in consideration for the sector waiving its right to  
29 require each member to obtain a security bond or pledge collateral to secure its obligation to the  
30 sector to limit its harvest of sector ACE to such member's harvest share, which consideration  
31 each member agrees it has received and is sufficient, the members hereby agree as follows.  
32

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



1  
2 i. Production of a copy of the Stop Fishing Order; and  
3

4 ii. Evidence that the vessel continued to fish thereafter  
5

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

10 17. Expulsion: A member may be expelled from the sector at any time for:  
11

12 a. A knowing, willful breach of this agreement;  
13

14 b. Any alleged breach of this agreement that is either not appealed pursuant to Section 11 or  
15 is upheld by the Enforcement Committee after being appealed, and which such member  
16 fails to cure through voluntary compliance approved by the Enforcement Committee  
17 pursuant to Section 12, or by paying liquidated damages in accordance with Section 13;  
18

19 c. Perpetrating a fishery regulation violation that exposes sector members to joint liability  
20 for such violation.  
21

22 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  
24 exposes the sector or other sector members to antitrust or unfair trade practice liability. As of the  
25 date of expulsion, the expelled member shall lose all rights to harvest any portion of the sector's  
26 ACE unless the expelled member is re-admitted. Expulsion shall not relieve a member of the  
27 obligation to pay fees that were levied prior to the date of expulsion, or to pay liquidated damages  
28 and costs and fees related to an action or omission by the expelled member that preceded the date  
29 of expulsion. The sector shall notify NOAA immediately upon a sector member's expulsion; by  
30 electronic mail, followed by posted mail.  
31

32 18. Binding Arbitration: Each member and the sector agree to exercise their best good faith  
33 commercially reasonable efforts to resolve any disputes arising under this agreement through  
34 direct negotiations. Breaches of this agreement which are not resolved through direct negotiation  
35 shall be submitted to binding arbitration upon the request of any party at interest. Any person  
36 nominated as an arbitrator hereunder by any person shall be a person of mature, sound and  
37 reasonable business judgment and experience and either have (a) held a federal fishing master  
38 license for at least ten years, or (b) been an attorney at law practicing in the area of fisheries for at  
39 least ten years.  
40

41 The party's written request for arbitration shall include the name of the arbitrator selected by the  
42 party requesting arbitration. The respondent party shall have ten days to provide written notice of  
43 the name of the arbitrator it has selected, if any. If the other party timely selects a second  
44 arbitrator, the two arbitrators will jointly select a third arbitrator within ten days. If the other  
45 party does not timely select the second arbitrator, there shall be only the one arbitrator. The  
46 single arbitrator or the three arbitrators so selected will schedule the arbitration hearing as soon as  
47 possible thereafter. Any arbitrator must have no material ties to the sector or any member. The

1 decision of the arbitrator (or in the case of a three arbitrator panel, the decision of the majority)  
2 will be final and binding. The arbitration will be conducted under the rules of (but not by) the  
3 American Arbitration Association. The parties will be entitled to limited discovery as determined  
4 by the arbitrator(s) in his, her or their sole discretion. All costs of arbitration shall be borne by  
5 the party requesting the same. Each party shall bear its own costs of preparation and presentation,  
6 unless, in the case of the sector, the Board determines to assess such costs to the applicable  
7 member, which costs shall be immediately due and payable. In no event will arbitration be  
8 available pursuant to this paragraph after the date when commencement of such legal or equitable  
9 proceedings based on such claim, dispute, or other matter in question would be barred by an  
10 applicable statute of limitations.

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

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

1     **Exhibit A:     Sector Membership for FY 2023 (May 1, 2023 – April 30, 2024)**

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

340	250164	Kelsi and Morgan
357	151516	Zodiac (CPH)
365	151045	Seafarer II (CPH)
394	151069	Proud Mary
404	310718	North Sea
428	151492	Elizabeth & Katherine
529	310473	Linda Marie
562	320139	Ocean State
573	330920	Noah Andrew
599	310991	Virginia Marise
636	320550	Atlantic Queen
1085	410327	Heather Lynn
1277	214901	Waynes World (CPH)
1507	310378	Rianda S.
1554	151203	Kary Ann
1780	250582	Windsong
1813	152014	Alisha J
2046	150542	Providence

3  
4           2.   Active Sector Members:           The following table identifies NEFS 5 vessels that are authorized  
5           to harvest sector ACE as of May 1, 2023.  
6

340	250164	Kelsi and Morgan
394	151069	Proud Mary
404	310718	North Sea
428	151492	Elizabeth & Katherine
529	310473	Linda Marie
562	320139	Ocean State
573	330920	Noah Andrew
599	310991	Virginia Marise
636	320550	Atlantic Queen
1085	410327	Heather Lynn
1507	310378	Rianda S.
1554	151203	Kary Ann
1780	250582	Windsong
1813	152014	Alisha J
2046	150542	Providence

1 **Exhibit B: Sector Member and Vessel Permits for FY 2023 (May 1, 2023 – April 30,**  
2 **2024)**  
3

MRI	Vessel Permit Number	Vessel Name	Fed Permits	State Permits
340	250164	Kelsi & Morgan	bluefish, spiny dogfish, summer flounder, herring - OA, scallop - LAGC-Inc, American lobster non-trap, monkfish D, NE multispecies, ocean quahog, scup, surf clam, skate, longfin squid tier 1, butterfish, tilefish - CI	MA, CT, NY, RI
357	CPH	Zodiac	bluefish, black sea bass, spiny dogfish, summer flounder, herring - OA PL, American lobster non-trap, monkfish E, NE multispecies, red crab - OA, scup, skate, longfin squid/butterfish, squid/butterfish Inc, Atlantic mackerel, tilefish - CI	
365	CPH	Seafarer II	bluefish, spiny dogfish, summer flounder, herring - OA PL, American lobster non-trap, monkfish E, NE multispecies, scup, skate, longfin squid/butterfish, squid/butterfish Inc, Atlantic mackerel, tilefish - CI	
394	151069	Proud Mary	bluefish, black sea bass, spiny dogfish, summer flounder, herring - LA Inc, scallop - LAGC-Inc, American lobster non-trap, monkfish D, NE multispecies, red crab - OA, scup, skate, longfin squid tier 1, butterfish, Atlantic mackerel tier 2, tilefish - CI	RI multi purpose
404	310718	North Sea	bluefish, black sea bass, spiny dogfish, summer flounder, herring-OA-PL, scallop-LAGC-IFQ, American lobster non-trap, monkfish E, NE multispecies, ocean quahog, red crab-OA, scup, surf clam, skate, longfin squid tier 1, squid/butterfish Inc, Atlantic mackerel, butterfish, tilefish - CI	NY
428	151492	Elizabeth & Katherine	bluefish, black sea bass, spiny dogfish, summer flounder, herring - LA Inc, scallop - LAGC-IFQ, American lobster non-trap, monkfish D, NE multispecies, ocean quahog, red crab - OA, scup, surf clam, skate, longfin squid tier 1, butterfish, Atlantic mackerel tier 3, tilefish - CI	
529	310473	Linda Marie	bluefish, black sea bass, spiny dogfish, summer flounder, herring - LA Areas 2 & 3, herring - LA Inc, American lobster non-trap, monkfish E, NE multispecies, ocean quahog, scup, surf clam, skate, longfin squid tier 1, squid/butterfish Inc, Atlantic mackerel, butterfish, tilefish - CI	RI mults
562	320139	Ocean State	bluefish, black sea bass, spiny dogfish, summer flounder, herring - LA Areas 2 & 3, herring - LA Inc, scallop - LAGC-Inc, American lobster non-trap, monkfish E, NE multispecies, red crab - OA, scup, skate, longfin squid tier 1, butterfish, Atlantic mackerel tier 3, tilefish - CI	
573	330920	Noah Andrew	bluefish, black sea bass, spiny dogfish, summer flounder, herring - OA PL, American lobster non-trap, American lobster trap Area 6, monkfish E, NE multispecies, red crab - OA, scup, skate, longfin squid tier 1, Atlantic mackerel, butterfish, tilefish - CI	

599	310991	Virginia Marise	bluefish, black sea bass, spiny dogfish, summer flounder, herring - LA Inc, scallop - LAGC-Inc, American lobster non-trap, monkfish D, NE multispecies, ocean quahog, red crab - OA, scup, surf clam, skate, longfin squid tier 1, Atlantic mackerel, butterfish, tilefish - CI	RI multi purpose
636	320550	Atlantic Queen	bluefish, black sea bass, spiny dogfish, summer flounder, herring - LA Inc, American lobster non-trap, monkfish F, NE multispecies, red crab - OA, scup, skate, longfin squid tier 1, Atlantic mackerel, butterfish, tilefish - CI	NY, MA, RI
1085	410327	Heather Lynn	bluefish, black sea bass, spiny dogfish, summer flounder, Incidental HMS Squid Trawl, herring - LA All Areas, scallop - LAGC-Inc, American lobster - non trap, monkfish C, NE multispecies, red crab - OA, scup, skate, longfin squid tier 1, Atlantic mackerel, Illex squid, butterfish, tilefish - CI	
1277	CPH	Wanyes World	NE multispecies - hook gear	
1507	310378	Rianda S	bluefish, bluefish CP, black sea bass, black sea bass CP, spiny dogfish, summer flounder, summerflounder CP, Inc HMS squid trawl, herring - LA Inc, scallop - LAGC-Inc, American lobster non-trap, American lobster trap Area 6, monkfish D, NE multispecies, ocean quahog, red crab - OA, scup, scup CP, skate, longfin squid tier 1, squid/mackerel/butterfish CP, Illex squid, butterfish, Atlantic mackerel tier 3, tilefish - CI, tilefish CP	NY, RI, CT, NJ
1554	151203	Kary Ann	bluefish, black sea bass, spiny dogfish, summer flounder, herring - OA PL, scallop - LAGC-IFQ, American lobster non-trap, monkfish E, NE multispecies, ocean quahog, red crab - OA, scup, surf clam, skate, longfin squid tier 1, Atlantic mackerel, butterfish, tilefish - CI	NY Food Fish
1780	250582	Windsong	bluefish, black sea bass, spiny dogfish, summer flounder, herring - OA PL, scallop - LAGC-IFQ, American lobster non-trap, monkfish E, NE multispecies, red crab - OA, scup, skate, longfin squid tier 1, Atlantic mackerel, butterfish, tilefish - CI	NY Food Fish
1813	152014	Alisha J	bluefish, black sea bass, spiny dogfish, summer flounder, herring - OA PL, scallop - LAGC-IFQ, monkfish E, NE multispecies, scup, skate, longfin squid tier 1, butterfish, tilefish - CI	NY
2046	150542	Providence	bluefish, black sea bass, spiny dogfish, summer flounder, herring - OA, scallop - LAGC-IFQ, American lobster non-trap, monkfish E, NE multispecies, red crab - OA, scup, skate, longfin squid tier 1, squid/butterfish Inc, Atlantic mackerel, butterfish, tilefish - CI	NY

1

2

**Exhibit C: Harvesting Rules for FY 2023 and FY 2024**

The members and their participating vessels of V Northeast Fishery Sector Inc. agree to be legally bound to follow the Harvesting Rules for Fishing Year 2023 (May 1, 2023 to April 30, 2024) and Fishing Year 2024 (May 1, 2024 to April 30, 2025) as described herein.

1. **Sector Annual Catch Entitlement:** The members agree that they will not collectively harvest more than the Sector ACE, as adjusted by transfers, in-season adjustments and conversions, for any allocated groundfish stock. Furthermore, the members agree that once an annual ACE for a particular stock is reached, no members will fish commercially on any sector ACE accountable trips in the stock area of the 100 % utilized stock. Sector members may resume fishing activities only if additional ACE is secured through an inter-sector ACE transfer. The sector ACE allocated by NOAA to NEFS 5 in FY 2023 is identified in the table below:

Stock	Sector ACE:
GB Cod East	1401
GB Cod West	2489
GOM Cod	2016
GB Winter Flounder	11551
GOM Winter Flounder	11316
SNE/MA Winter Flounder	97339
GB Haddock East	23236
GB Haddock West	146139
GOM Haddock	2820
White Hake	2656
American Plaice	36560
Pollock	21689
Redfish	2669
Witch Flounder	12760
CC/GOM Yellowtail Flounder	20097
GB yellowtail Flounder	1795
SNE/MA Yellowtail Flounder	11624

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

- 1  
2 4. Full Retention of Legal Sized Fish: All legal sized fish of allocated stocks harvested on  
3 sector trips must be retained and counted against the sector's ACE allocation, unless otherwise  
4 exempted.  
5
- 6 5. Fishing Activity Location: NEFS 5 sector members and their participating vessels will fish  
7 primarily in the Southern New England/ Mid-Atlantic Broad Stock Area (BSA), though fishing  
8 may occur to a lesser extent in the Georges Bank BSAs (inshore & offshore).  
9
- 10 6. Closed Areas: No sector fishing activity will occur in any groundfish closed areas, habitat  
11 management areas or any other areas designated by NOAA as not open to commercial fishing by  
12 specific gear types. Access to any of these areas must be authorized by NOAA.  
13
- 14 7. Exemptions: NEFS 5 is requesting the following exemptions for sector operations in FY 2023:  
15
- 16 a. Universal Exemptions:  
17 1.Exemption from trip limits on stocks for which a sector receives an allocation,  
18 except for the following:  
19 • Halibut: Trip limit would continue to be one fish per trip;  
20 • No vessel, whether in the Common Pool or in any sector, would be  
21 allowed to possess any windowpane flounder (both stocks), ocean pout,  
22 or wolffish on board at any time. When caught, these species must be  
23 discarded.  
24 2.Exemption from the Gulf of Maine Cod Protection Closures IV and V.  
25 3.Exemption from groundfish DAS requirements other than those required to  
26 comply with effort controls in other fisheries.  
27 4.Exemption from the requirement to use 6.5-inch mesh in the codend in haddock  
28 separator trawl/Ruhle trawl when targeting haddock in the Georges Bank  
29 Regulated Mesh Area to use 6-inch mesh in the codend.  
30 5.Exemption from minimum codend mesh size restrictions for trawl gear when  
31 fishing in compliance with the provisions of the Redfish Exemption Program.  
32
- 33 b. Sector Specific Exemptions:  
34 1. 120-Day Block Requirement Out of the Fishery for Day Gillnet Vessels  
35 2. 20-Day Spawning Block  
36 3. Limitations on the Number of Gillnets for Day Gillnet Vessels Outside  
37 of the Gulf of Maine  
38 4. *Not Requested*  
39 5. *Not Requested*  
40 6. *Not Requested*  
41 7. *Not Requested*  
42 8. Length and Horsepower Restrictions of the DAS Leasing Program  
43 9. *Not Requested*  
44 10. *Not Requested*  
45 11. *Not Requested*  
46 12. *Not Requested*  
47 13. *Not Requested*

14. *Not Requested*
15. *Not Requested*
16. *Revoked*
17. Prohibition on Combining Small Mesh Exempted Fishery and Sector Trip (See Exhibit C for more details)
18. Exemption from Requirement to Fish Exclusively with 10-inch, or Larger, mesh gillnets when Targeting Dogfish on Groundfish Trips Excluded from At-Sea Monitoring (ASM) Coverage
19. *Not Requested*

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

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

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

9. Monitoring Contractor: The sector has contracted with A.I.S., Inc. to provide at-sea monitoring services for FY 2023. The sector manager and the service provider will work in conjunction to ensure adequate ASM coverage achieves the NOAA mandated target coverage level as defined in the At-Sea Monitoring Provisions section of this agreement. The sector has contracted with A.I.S., Inc. and Teem Fish Monitoring, Inc. to provide audit model Electronic Monitoring services for FY 2023.

10. Notifications:

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

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

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

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



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

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

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

2. **Trip End Hail:** The **Trip End Hail** report must be submitted at least six hours in advance of landing for all sector trips at least six hours in duration or occurring more than six hours from port. The **Trip End Hail** will include:

- Operator's Permit Number
- Vessel Trip Report Serial Number
- First Landing Port City
- First Landing State (abbreviation)
- Dealer/Offload Location
- Estimated time and date of arrival in port
- Estimated time and date of offloading
- Second Offload Port City
- Second Offload State (abbreviation)
- Total Groundfish Kept in pounds
- Total Non-Groundfish Kept in pounds
- Any comments as directed by the sector manager or NOAA

3. **Trip End Hail for short duration trips or trips occurring within six hours of port:** All users will send a **Trip End Hail** at least six hours before landing and prior to crossing the VMS demarcation line. For trips less than six hours in length or occurring within six hours of port, the **Trip End Hail** will be sent immediately upon completion of the last tow or hauling of the gear. An alternative timing for the **Trip End Hail** may be implemented if agreed upon by the sector and NOAA Fisheries.

## 11. Reporting Requirements

- a. Vessel Logbooks: All sector members will comply with applicable reporting requirements including submission of electronic Vessel Trip Reports (eVTRs). At a minimum, vessel trip activity will be submitted at the sub-trip level, meaning a new trip report will be generated and submitted when fishing effort is completed in another statistical area and/or the fishing gear deployed is of another mesh size.
- b. eVTR Submissions: All eVTRs must be submitted to NOAA within 48 hours of the landing date.
- c. Multispecies Catch Reports: Multispecies Catch reports must be submitted ONLY when a sector vessel declares into multiple Broad Stock Areas or the Eastern US/Canada area, or fishing under sector specific exemptions or options with catch reporting requirements. A sector vessel that fishes in a single BSA does not have to submit a full Multispecies Catch Report.

12. Inshore Gulf of Maine Declaration: A portion of Broad Stock Area 1 (BSA1) will be defined as the Inshore GOM Area as follows: west of 70° 15' longitude to the shoreline north to the Maine coast and south to Cape Cod.

a. Observer/Monitor Onboard: The vessel may declare and execute its intent to fish inside the portion of BSA1 designated the Inshore GOM Area, as well as any other area.

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

1. If the vessel wishes to fish in the Inshore GOM Area, the vessel must declare and execute its intent to fish inside BSA1 exclusively for the trip. The vessel cannot conduct fishing activities any other BSA.

2. If the vessel wishes to fish in more than one BSA, the vessel is prohibited from fishing in the Inshore GOM Area of BSA1. The vessel must also submit a Trip Start Hail as an acknowledgement of this restriction by checking the Inshore Gulf of Maine" from the list of sector specific provisions.

13. Offloading Ports: The following is list represents those ports where sector vessels are authorized to offload. Additionally, sector vessels are authorized to land fish to trucks within these same locations.

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

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

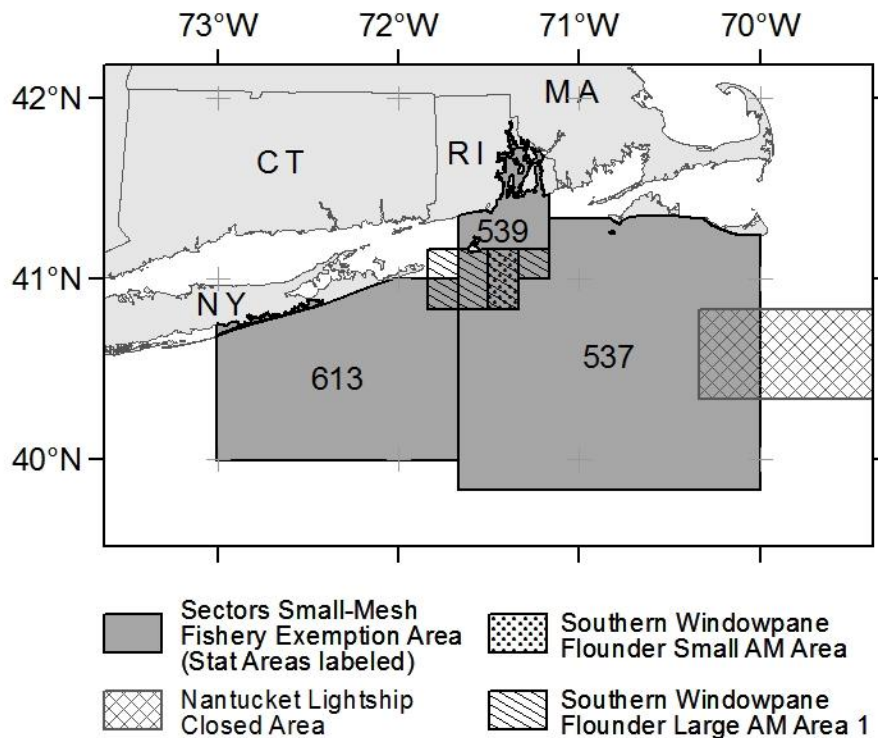
**Exhibit C: Additional Details Regarding Sector Specific Approved Sector Exemptions**

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

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

<https://www.fisheries.noaa.gov/new-england-mid-atlantic/commercial-fishing/southern-new-england-exemption-area>

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



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

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

- 4
- 5 (1) Point A represents the intersection of 70°00'W longitude and the south coast of Nantucket, MA  
 6 (2) Point F represents the intersection of 73°00'W longitude and the south coast of mainland Long Island,  
 7 NY  
 8 (3) From Point F to Point G along the south coast of mainland Long Island, New York (inclusive of bays)  
 9 (4) Point G represents the intersection of 41°00'N latitude and the southeast coast of Long Island, NY  
 10 (5) Point I represents the intersection of 71°40'W longitude and the coast of Rhode Island  
 11 (6) From Point I to J along the coast of Rhode Island, inclusive of Narraganset Bay  
 12 (7) Point J represents the intersection of 71°10'W longitude and the coast of Rhode Island  
 13 (8) Point L represents the intersection of 41°20'N latitude and the west coast of Martha's Vineyard, MA  
 14 (9) From Point L to Point M along the south coast of Martha's Vineyard  
 15 (10) Point M represents Wasque Point, Martha's Vineyard, MA  
 16 (11) Point N represents the west coast of Muskeget Island, Nantucket, MA  
 17 (12) From Point N to Point O along the southwest coast of Muskeget Island, Nantucket, MA  
 18 (13) Point O represents the south coast of Muskeget Island, Nantucket, MA  
 19 (14) Point P represents the northwest coast of Tuckernuck Island, Nantucket, MA  
 20 (15) From Point P to Point Q along the southwest coast of Tuckernuck Island, Nantucket, MA  
 21 (16) Point Q represents Smith Point on the southwest coast of Tuckernuck Island, Nantucket, MA  
 22 (17) Point R represents Esther Island, Nantucket, MA  
 23 (18) From Point R back to Point A along the south coast of Nantucket, MA  
 24  
 25  
 26

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

- A drop chain sweep with a minimum drop of 12 inches (30.48 cm) in length, with a 24 inch headrope setback; or
- A large mesh belly panel with a minimum mesh size of 32 inches (81.28 cm), with the meshes hung on the half (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.

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

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

**Exemption from Requirement to Fish Exclusively with 10-inch, or Larger, mesh gillnets when Targeting Dogfish on Groundfish Trips Excluded from At-Sea Monitoring (ASM) Coverage**

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

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

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

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

2

NEFS 5 Penalty Schedule			
	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
<b>VIOLATION REGARDING REPORTING, DOCUMENTATION REQUIREMENTS:</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; (technical and minor violations may result in a letter of warning).	Written Warning <u>or</u> up to \$5000.00	Written Warning <u>and</u> up to \$7,500.00.	Written Warning <u>and</u> up to \$10,000.00 <u>and/or</u> stop fishing order.
<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 <u>or</u> up to \$10,000.00	Written Warning <u>and</u> \$10,000.00-\$50,000.00.	Written Warning <u>and</u> up to \$100,000.00 <u>and/or</u> stop fishing order.
<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 <u>or</u> up to \$20,000.00	Written Warning <u>and</u> \$20,000.00-\$50,000.00.	Written Warning <u>and</u> up to \$100,000.00 <u>and/or</u> expulsion.
<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 <u>and</u> up to \$50,000.00 <u>or</u> stop fishing order.	Stop fishing order <u>or</u> Expulsion.	Expulsion.
<b>VIOLATIONS SPECIFIC TO THE ONBOARD MONITORING PROGRAM</b>			
All violations including but not limited to a violation by Member/Vessel that fails to comply with the ASM cancellation policy established by the Sector with the ASM Provider(s); subverting vessel selection with No Call/No Show activity; failing to pre-trip through PTNS	Verbal Warning <u>and/or</u> Full Payment of ASM Cost associated with activity	Written Warning <u>and/or</u> Full Payment of ASM Cost associated with activity.	Double Payment of ASM Costs associated with Activity



NEFOP and ASM Refusals	Verbal Warning <b><u>and/or \$1,000.00</u></b> <u>fine</u>	Written Warning <b><u>and/or</u></b> <u>\$5,000.00 fine</u>	Stop Fishing Order <b><u>and</u></b> <u>\$10,000.00</u> <u>fine</u>
All violations including but not limited to: unreasonable interference with onboard data collectors; failing to participate in Sector Catch Monitoring Programs; failing to comply with Electronic Monitoring Vessel Monitoring Plan (technical and minor violations may result in a letter of warning).	Verbal Warning <b><u>and/or \$1,000.00</u></b> <u>fine</u>	Written Warning <b><u>and/or</u></b> <u>\$5,000.00 fine</u>	Stop Fishing Order <b><u>and</u></b> <u>\$10,000.00</u> <u>fine</u>
All violations associated with failure to pay ASM fee in a timely manner as invoiced by Sector.	Verbal <b><u>and/or</u></b> written warning	Written Warning & Full Payment of ASM Cost plus fine of 25% of outstanding ASM Cost	Stop Fishing Order until Full Payment of ASM Cost plus fine of 50% of outstanding ASM Cost is received in Full

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2

## Exhibit E: NOAA Fisheries ASM Standards and Description

### The Northeast Fisheries At-Sea Monitor Program

National Marine Fisheries Service, Northeast Fisheries Science Center

#### BACKGROUND OVERVIEW

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

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

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

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

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

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

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

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

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

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

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

Every sector should equally be covered. 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.

#### AT-SEA MONITOR PROGRAM OBJECTIVES

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

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

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

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

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

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

#### 23 SCOPE AND OUTCOMES

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

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

#### 33 C.3.1 Policies and Regulations

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

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

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

#### PERFORMANCE WORK STATEMENT

The contractor shall meet all requirements of the SOW.

#### C.4.1 Management Requirements

##### Project Management

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

##### Project Manager

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

##### Coordinators

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

##### Management Reporting and Coordination

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

1       Performance Measures

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

3       C.4.2 Operational Requirements

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

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

12       At-Sea Monitor Recruitment and Retention Requirements

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

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

23       Eligibility Requirements

24       Educational Qualifications

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

30       Non-Conflict of Interest

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

32       Physical/Medical Condition

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

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34       Communication Skills

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

37       Citizenship or Ability to Work Legally in the United States

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

1 Statement of No Criminal Conviction

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

3 CPR and First Aid Requirements

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

10 At-Sea Monitor Standards of Conduct

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

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

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

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

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

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

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

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

- audits are run. Debriefing also provides immediate feedback to the observer/At-Sea Monitor in the field and errors can be corrected immediately. Debriefings shall occur on a regular basis and as frequently as possible either by email, phone or in person. Debriefings shall consist of but are not limited to:
- i) Reviewing sampling methods and answering Observer/At-Sea Monitor questions;
  - ii) Reviewing preliminary data;
  - iii) Correcting any data errors;
  - iii) Reviewing any other past errors or changes in sampling techniques or recorded on forms;
  - iv) Reviewing any logistical problems or concerns encountered by the observer/At-Sea Monitor; and
  - v) Testing observer/At-Sea Monitor ability to adhere to sampling protocol
  - vi) Checking gear calibration
  - vii) Providing the observer/At-Sea Monitor with any updates on modifications to sampling procedures or other program information.
- f) Observer/At-Sea Monitors who encounter captains or vessels' owners operating in fisheries requiring mandatory observer/At-Sea Monitor coverage that refuses to accept the observer/At-Sea Monitor on their vessel for deployments shall provide documentation of the refusal to NMFS. This documentation shall be provided via e-mail or hard copy to the Branch Chief of the Fisheries Sampling Branch on the day of the event. This documentation shall be of sufficient substance and detail to be usable for NMFS enforcement actions. Narrative shall be provided to completely answer the following guideline questions: who, what, when, and where. This shall be reported on the Incident Report Form (Section J, Attachment 8, Incident Report Form).
- g) Observer/At-Sea Monitors shall send in the whole animal or take a photo of all species encountered the Species ID Verification Program quarterly to NMFS (Section J, Attachment 9, Species Verification Program). Failure to do so may result in an observer/At-Sea Monitor's change in status (i.e., pre-probation, probation, and decertification).
- 2) Fishery Observer/At-Sea Monitor I - Performance Requirements and Labor Category Definition - The Fishery observer/At-Sea Monitor I shall meet and perform all the General Requirements specified in C.4.3.2a and the following:
- a) Performs routine tasks associated with recurring and continuing work according to prescribed or established procedural standards and technical methods assigned.
  - b) Assures that tasks are completed, data developed, methods used in securing and verifying data are technically accurate and in compliance with instructions and established procedures.
  - c) Makes estimates of amounts and species composition of fish caught, retained and discarded, using at a minimum, simple, single stage sampling techniques and dichotomous keys.
  - d) According to established standards and detailed procedures, records data on appropriate forms and logs, some of which may be electronic.
  - e) Maintains field equipment and supplies.
  - f) Collects scientific, management, compliance information, and make observations of fishing operations.
  - g) Use and complete a pre-boarding vessel safety checklist.



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

#### Data Deliverables

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

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

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

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

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

#### At-Sea Monitor Communication

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

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

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

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

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

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

## Training and Debriefings

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1       Data Quality Control

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

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

12      At-Sea Monitor Equipment, Operation and Maintenance

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

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

28      Travel and Lodging

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

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

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

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

## Vessel Selection

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

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

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

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

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

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

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

#### 16 Safety Requirements

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

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

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

#### 39 Communication

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

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



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

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

#### 8 Notification of Potential Infractions

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

#### 22 Vessel Operations and Working Conditions

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

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

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

#### 46 Data Quality

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

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

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

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

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

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

#### 27 Contractor Standards of Conduct

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

#### 33 At-Sea Monitor Termination Documentation

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

#### 40 Emergency Action Plan

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

1       Quality Assurance Plan

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

9       PERFORMANCE MONITORING

10      C.5.1 Quality Assurance Surveillance Plan

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

13      SECURITY RISK LEVEL DESIGNATIONS

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

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

23                                      Investigation Packages

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

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

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

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

#### CLAUSES INCORPORATED BY REFERENCE

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

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

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

Reference 48 CFR 1337.110-70) (e))

#### EM Program Standards

##### EM Program Duration

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

## 1 EM Requirements

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

## 22 Vessel Operator Requirements

- 23 • A vessel using EM may still be selected for NEFOP or NEFOP Limited  
24 coverage and must carry a NEFOP or NEFOP Limited observer if selected. The  
25 NEFOP program is necessary to collect biological data and satisfy  
26 Standardized Bycatch Reporting Methodology, Marine Mammal Protection Act,  
27 and Endangered Species Act requirements. The EM system must be operational  
28 and the vessel operator and crew must comply with catch handling protocols  
29 when carrying a NEFOP or NEFOP Limited observer.
- 30 • The EM system, associated equipment, vessel trips reports, VMP, and other  
31 records must be available for inspection upon request by NOAA Fisheries  
32 staff.
- 33 • A vessel operator must ensure the EM system is fully operational during a  
34 sector trip, including:
  - 35 ○ Maintaining power to the EM system at all times for the duration of the  
36 trip.
  - 37 ○ Ensuring the EM system is operating, recording, and retaining the  
38 recording for the duration of every trip.
  - 39 ○ Maintaining clear and unobstructed camera views at all times.
  - 40 ○ Ensuring lighting is sufficient in all circumstances to illuminate  
41 catch so that catch and discards are visible and may be identified and  
42 quantified as required.
- 43 • A vessel operator and crew must comply with the NMFS-approved VMP at all  
44 times.
- 45 • A vessel owner or operator must submit all EM data for all EM sector trips  
46 to the EM provider in accordance with program requirements (e.g., method  
47 and timing):
  - 48 ○ Each trip's EM data must be submitted to the EM service provider within  
49 7 calendar days following completion of the trip.

- Vessels using maximized retention electronic monitoring must retain all fish from each allocated regulated species, regardless of length.

### Vessel Monitoring Plan Requirements

- A vessel electing to use EM as part of the sector's EM program may work with the sector's approved provider to develop a vessel- and gear-specific VMP for NMFS approval. If a vessel intends to fish with EM on May 1, the VMP must be submitted to NMFS for approval a minimum of 30 calendar days in advance of the fishing year. Otherwise, the VMP must be submitted to NMFS for approval a minimum of 10 business days prior to a vessel's intended start date.
- A vessel must have a NMFS-approved VMP to use EM for a given gear type on a sector trip. At a minimum, the VMP must incorporate these EM Program Standards by reference, and the following sections (below). Further details on the required information can be found in the VMP guidance template:
  - General vessel information, including gear type;
  - List of contacts;
  - EM system components and specifications;
  - Vessel reporting requirements;
  - Vessel operator responsibilities;
  - System operations and maintenance;
  - Catch handling requirements; and
  - Dockside monitoring requirements (if applicable);
  - EM system malfunction protocols; and
  - Troubleshooting guide.
- A copy of the approved VMP must be on board the vessel and accessible at all times.
- The captain and crew of a vessel must abide by catch handling protocols, and all other requirements of the VMP, at all times on a sector trip. The captain and crew of a vessel must sort catch and process any discards within the view of the cameras in a manner consistent with the VMP.
- Substantial modifications to the VMP must be approved by NOAA Fisheries prior to fishing. A vessel that intends to modify its fishing practices mid-year and requires VMP modifications must allow for a transition period to accommodate VMP review and approval by NOAA Fisheries.

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

- Vessels using maximized retention electronic monitoring must participate in either an independent third party dockside monitoring program approved by NMFS, or the dockside monitoring program operated by NMFS, as instructed by NMFS.
- The vessel operator must notify the DSM program of its intention to sail prior to beginning a sector EM trip. The notification schedule (e.g., upon sailing or in advance) and method (i.e., text, VMS) will depend on the nature of the vessel's activity (e.g., day boat vs trip boat vessels) and will be described in the vessel's VMP.
- The vessel operator or dealer must provide an offload time to the DSM program in advance of landing. The advance notice of landing and offload schedule will be dependent on the nature of the vessel's activity (e.g.,

1 day boat vs trip boat vessels) and will be defined in the vessel's VMP.  
2 The standard advance notice is as follows:

- 3 ○ 4 hours for day boat vessels.
- 4 ○ 48 hours for trip boat vessels.

- 5 • For trip boat vessels, the vessel operator or dealer will provide  
6 the DSM program with a hail weight for the total catch of allocated  
7 groundfish 24 hours prior to offload.

- 8 • The vessel operator, crew, and dealer must offload all allocated  
9 groundfish in the presence of the DSM. The vessel operator and crew may  
10 not begin offloading unless a DSM is present or they have received a  
11 waiver from the DSM program.
  - 12 ○ In the event that a DSM is not available to observe an offload, the  
13 vessel operator may request a waiver by contacting the DSM coordinator.  
14 Waivers may be granted at the NEFSC's discretion.

- 15 • All fish below the minimum size must be offloaded before other fish that  
16 meet the minimum size and must be provided to the dockside monitor at the  
17 sampling station.
- 18 • The vessel operator and crew must retain all allocated groundfish  
19 categorized as LUMF and sort it separately from any sublegal catch to  
20 facilitate data collection by a dockside monitor.
- 21 • The vessel operator and crew, or dealer personnel, must separate sublegal  
22 allocated groundfish catch by species. The vessel operator and crew may  
23 NOT combine sublegal and terminal legal-sized market category catch for  
24 any species.
- 25 • The vessel operator must allow the DSM access to the fish hold immediately  
26 following the offload in order to confirm all allocated groundfish were  
27 offloaded. A vessel representative must observe/accompany the DSM during  
28 the hold inspection. The vessel representative must provide support for  
29 the DSM to safely embark and disembark the vessel (e.g.,  
30 ladders/steps/assistance etc.).
- 31 • The primary dealer is required to retain all sublegal allocated groundfish  
32 catch in order to be weighed and sampled by the DSM.
- 33 • Dealers are required to clearly mark all containers containing sublegal  
34 catch to facilitate tracking, and are required to provide settlement  
35 documents to the DSM program for any allocated groundfish forwarded to  
36 secondary dealers.
- 37 • Dealers must report landings of all fish, including those below the  
38 minimum size.
- 39 • Dealers are required to provide DSMs with access to facilities equivalent  
40 to what is provided to the dealer's staff, including: A safe sampling  
41 station, with shelter from weather, for DSMs to conduct their duties and  
42 process catch; access to bathrooms; and access to facilities for washing  
43 equipment with fresh water.
- 44 • Dealers must provide settlement documents to the DSM program

## EM Program Roles and Responsibilities

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

### Sector Responsibilities

- A sector that wishes to use EM to meet monitoring requirements for any of its member vessels must contract with a NMFS-approved EM service provider.
- For fishing year 2023, NMFS will administer a DSM program to support maximized retention EM vessels. In future years, a sector that wishes to use maximized retention EM to meet monitoring requirements will be required to contract with a NMFS-approved DSM service provider.
- If a sector opts to include both an ASM program and an EM program(s) in its sector operations plan, then it must submit a list detailing which member vessels will be enrolled in each program in advance of the fishing year.
  - In the event that a member vessel wishes to switch programs mid-year, the sector must notify NMFS of the change in writing.

### Vessel Owner/Operator Responsibilities

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

### Additional Monitoring and Reporting Requirements

- A vessel enrolled in an EM program must notify its intent to sail in the PTNS at least 48 hours prior to departure, consistent with existing requirements.



- A vessel enrolled in an EM program must carry a NEFOP or NEFOP Limited observer when selected for coverage, consistent with existing requirements.
- A vessel enrolled in an EM program must submit VTRs electronically (eVTR). The eVTRs must include an estimated total weight of each discarded groundfish species, consistent with existing requirements.

#### At-Sea Requirements

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

#### EM Service Provider Responsibilities

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

- 1 • An EM service provider must provide of the following information  
2 pertaining to EM video reviewer candidates to NOAA Fisheries 30 working  
3 days before the beginning of the training:
  - 4 ○ A list of the individuals attending;
  - 5 ○ A copy of each person's resume;
  - 6 ○ Reference checks (name of individual providing the reference,  
7 association with the video reviewer, contact information (phone number,  
8 email), and information about the EM reviewer's past performance);
  - 9 ○ Security checks must be initiated (NOAA Fisheries will provide Form  
10 65-7 Request for Security Assurance);
  - 11 ○ A copy of each candidate's transcripts; and
  - 12 ○ Supporting documentation to verify candidates.
- 13 • An EM service provider must provide a notification of new video review  
14 hires to NOAA Fisheries two weeks prior to the contractor/employee(s)  
15 projected start date for US Citizens. The notification requirement for all  
16 Foreign Nationals is a minimum of 30 days. The following information must  
17 be provided for each contractor/employee: Full name, phone number, and  
18 electronic mail address. NOAA Fisheries understands that a new hire list  
19 may change frequently before the start of training; however, a final list  
20 of candidates must be provided to NOAA Fisheries one week prior to the  
21 start of training. NMFS retains the right to reject any EM video reviewer  
22 proposed by the EM service provider if his or her qualifications or do not  
23 meet the standards or their work has been performed at an unsatisfactory  
24 level on previous projects, or if their behavior on other projects has  
25 been disruptive.
- 26 • EM video reviewer candidates must meet standards required by NOAA  
27 Fisheries consistent with EM regulations:
  - 28 ○ A high school diploma or legal equivalent.
  - 29 ○ All video review candidates employed by an EM service provider must  
30 undergo a training session with NMFS and be tested prior to  
31 certification (see § 648.87(b)(4)(iv)). Video review candidates must  
32 meet all training standards and maintain these standards as certified  
33 video reviewers. Candidates must demonstrate their ability to collect  
34 accurate data, including the aptitude to accurately identify fish  
35 species by successfully completing and maintaining the Species  
36 Identification Verification Program requirements as specified by NMFS.  
37 Video reviewers may be required to attend refresher training sessions,  
38 at the discretion of NMFS, to maintain certification(s).
  - 39 ○ All video review staff employed by an EM service provider must follow  
40 NEFSC-established video review protocols. Documentation of the video  
41 review protocols is available.
  - 42 ○ EM provider staff must not have been decertified as an at-sea monitor,  
43 or an observer, due to problems with data quality or standards of  
44 conduct, in any NOAA Fisheries observer program. An EM provider staff's  
45 references of previous employment as NOAA Fisheries approved at-sea  
46 monitors or observers shall be verified by the EM provider to satisfy  
47 this requirement.
  - 48 ○ Absence of fisheries-related convictions, based upon a thorough  
49 background check;
  - 50 ○ Independence from fishing-related parties including, but not limited  
51 to, vessels, dealers, shipping companies, sectors, sector managers,  
52 advocacy groups, or research institutions to prevent conflicts of  
53 interest. This means EM provider staff may not have direct financial  
54 interest, other than the provision of monitoring services, in the  
55 fishery, including, but not limited to:

- Any ownership, mortgage holder, or other secured interest in a vessel or processor involved in the catching, taking, harvesting or processing of fish;
  - Any business selling supplies or services to any vessel or processor in the fishery; and
  - Any business purchasing raw or processed products from any vessel or processor in the fishery.
- To ensure data quality and completion of the EM reviewer training and certification process, following completion of training, an EM video reviewer's first three reviews and the resulting data shall be immediately reviewed, edited and approved after each trip by NOAA Fisheries prior to any further trip reviews by that EM reviewer. During the EM reviewer's first three deployments their data must be received, edited, and the EM reviewer must be "cleared" by NMFS to review on their next trip. This notification will be sent via e-mail to the EM provider. The EM reviewer may not review additional trips until the e-mail notification has been sent by NMFS. If the data quality is considered acceptable, the EM reviewer would become certified. NMFS may require additional training trips (beyond three) if the data quality is not considered acceptable enough for certification. If the data quality is not considered acceptable at any point during the initial reviews the EM reviewer would not be certified by NMFS.
  - An EM video reviewer's ability to work will be based on his or her certification, which involves continual data quality assessments and recertification. If an EM reviewer does not adhere to NMFS protocols or meet standards they may be placed on pre-probation, probation or decertified, as described in the NMFS policy statement regarding certification (Section J, Attachment 26, ASM At-Sea Monitor Performance Monitoring, Review, Probation and Decertification).
  - An EM service provider must use NOAA Fisheries data systems in the management of EM data, including but not limited to:
    - An EM service provider must submit all required data elements for a trip (i.e., groundfish discards and other information) as described in the Video Reviewer Guidance document via an EM Detail File.
    - An EM service provider must submit EM Detail Files to NOAA Fishery Monitoring via the NEMIS API. Data must be formatted according to the API specifications. The API documentation describes the data file format, the data structure, and all annotation codes required for data submission to the API. The API documentation is provided in a commonly used standardized format;
    - An EM service provider must use the NOAA Fishery Monitoring Web Portal to manage EM data, including but not limited to tracking: Trips, video review status, video review staff certifications, and more;
    - An EM service provider must use NOAA's VMP software, VMAN, for VMP submittals, approvals, and updates; and
    - An EM service provider must sign a non-disclosure agreement to access government databases and systems.
  - An EM service provider must ensure all EM data is collected and transmitted in a manner that ensures data integrity and protects confidential business information.
    - An EM service provider must securely store EM data for a period of time as specified by NMFS' policy directive. An EM service provider must retain and store the raw EM data, reports, and other vessel EM trip records for a period of 12 months after catch data is finalized for the

1 fishing year. NMFS will notify providers of the catch data finalization  
2 date for each year, typically occurring in July of the following year.  
3 EM data must be stored securely, whether on hard drives, local servers,  
4 or via cloud storage services. EM data must be released to NMFS  
5 personnel and authorized officers, or as otherwise authorized by the  
6 owner of the vessel.

- 7 • An EM service provider must provide NMFS, and its authorized officers and  
8 designees, access to all EM data immediately upon request.
- 9 • An EM service provider must provide NMFS with all software necessary for  
10 accessing, viewing, and interpreting the data generated by the EM system,  
11 including submitting the agency's secondary review data to the API and  
12 maintenance releases to correct errors in the software or enhance software  
13 functionality.
  - 14 ○ An EM service provider's software must support a "dual user" system  
15 that allows NMFS to complete and submit secondary reviews to the API.
  - 16 ○ An EM service provider's software must allow for the export or download  
17 of EM data in order for the agency to make a copy if necessary.
  - 18 ○ An EM service provider must provide a software training for NOAA  
19 Fisheries staff.
- 20 • An EM service provider must provide the following to NMFS upon request:
  - 21 ○ Assistance in EM system operations, diagnosing/resolving technical  
22 issues, and recovering lost or corrupted data;
  - 23 ○ Responses to inquiries related to data summaries, analyses, reports,  
24 and operational issues;
  - 25 ○ Access to video reviewers for debriefing sessions;
  - 26 ○ Technical and expert information, if EM data are admitted as evidence  
27 in a court of law. All technical aspects of a NOAA Fisheries-approved EM  
28 system may be analyzed in court for, inter alia, testing procedures,  
29 error rates, peer review, technical processes, and general industry  
30 acceptance. To substantiate the EM system data and address issues  
31 raised in litigation, an EM service provider must provide information,  
32 including but not limited to:
    - 33 • If the technologies have previously been subject to such scrutiny in  
34 a court of law, a brief summary of the litigation and any court  
35 findings on the reliability of the technology.
    - 36 ○ A copy of any contract between the EM service provider and sectors  
37 requiring EM services;
    - 38 ○ EM data and other records specified in the regulations at §  
39 648.11(1)(ii).
- 40 • An EM service provider must provide feedback to vessels following a trip  
41 on the vessel operator and crew's catch handling and camera maintenance.  
42 The EM service provider must also provide a copy to NMFS upon request.
- 43 • An EM service provider must notify NMFS via an incident report submitted  
44 in the NOAA Fishery Monitoring Web Portal within 24 hours after the EM  
45 service provider becomes aware of any of the following:
  - 46 ○ Any information, allegations, or reports regarding possible harassment  
47 of EM program staff (e.g., video reviewers, technicians, dockside  
48 monitors);
  - 49 ○ Any information, allegations, or reports regarding possible EM system  
50 tampering;
  - 51 ○ Any information, allegations, or reports regarding EM service provider  
52 staff conflicts of interest; and

- Any other information pertaining to noncompliance with program requirements, as specified by NMFS.
- Performance issues may affect a provider's eligibility for approval as an EM service provider and/or individual EM video reviewer certifications.

## NMFS Responsibilities

NMFS is responsible for the following:

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

## NOAA Fisheries Audit Model EM Program

### *Program Goal*

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

### Audit Model EM Program Description

Attached is a description of the Audit Model EM program. A sector utilizing the Audit Model EM program must append the following language to their sector operations plan.

#### Description of the Audit-Model Process

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

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

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

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

1   **Exhibit F:       Administrative Enforcement**

2

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

4   **General Provisions**

5   1. Sector Name

6   3. No Collective Marketing

7   4. Communication with Sector

8   5. Sector Manager and Registered Agent

9   6. Sector Eligibility

10   7. Sector Membership

11   8. Membership Termination

12   9. Membership Status

13   11. Sector Membership Fees

14   12. Sector Allocation

15   13. Sector Reserve

16   14. Distribution of ACE

17   15. Harvest Share Transfer

18   16. Permit Transfers

19   17. Harvesting Rules

20   18. Catch Monitoring and Reporting

21   22. ACE Threshold Program

22   23. Confidentiality Data Statement

23   24. Consolidation of ACE

24   25. Redirection of Effort

25   26. Amendment and Incorporation by Reference

26   **At-Sea Monitoring Provisions**

27   3. ASM Program

28   4. Electronic Monitoring Provision

29   **Enforcement Provisions**

30   1. Joint and Several Liability and Indemnification



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

1 **Exhibit G: Sector Contact Information**

Sector Communications Contacts					Mailing Address			
Name	Title	Responsibility	Email	Phone	Street 1	City	State	Zip
Daniel Salerno	Sector Manager	<ul style="list-style-type: none"> <li>Day-to-Day Sector Operations</li> <li>Data Management &amp; Reporting</li> <li>Reporting i.e. vessel reporting requirements involving sector trips.</li> <li>Sector Specific Outreach</li> <li>Sector Specific Research</li> </ul>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Owner of F/V	Owner of F/V	Fishing Vessel specific research is vessel specific, contact vessel						

2