

1 **SUSTAINABLE HARVEST SECTOR II**

2 **MEMBERSHIP CONTRACT**

3 **Fishing Years 2023-2024**

4 *Revised April 2023*

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9
10 **ARTICLE I – Definition of the Parties**

11
12 This document shall serve as the membership contract between each signatory member
13 and the Sustainable Harvest Sector 2 (SHS2). It is paired with the Sector Operations
14 Plan, and all terms in the Operations Plan are binding to the Members who sign this
15 contract. This contract is not complete unless accompanied by the Sector Operations
16 Plan.

17
18 **Section 1.1 Member’s Organization and Authority**

19
20 Each Member asserts that, as an entity, it is duly organized, validly existing and in good
21 standing in its state of organization and has all authority, corporate or otherwise, to enter
22 into this Agreement on its own behalf and on behalf of the Participating Vessels and
23 Permits that it represents.

24
25 This Agreement constitutes a legally valid and binding obligation of each Member,
26 enforceable against such Member in accordance with both its terms and those of the
27 Sector Operations Plan as approved by the National Marine Fisheries Service.

28
29 Each of the Members represent that its Participating Vessel(s) and Permit(s) have no
30 sanctions or other restrictions against them that would prevent such Participating Vessels
31 and Permits from enrolling in the Sector and/or complying with the terms of this
32 Agreement.

33
34 **Section 1.2 Sector Organization and Authority**

35
36 The Sustainable Harvest Sector 2, hereafter ‘Sector’ or ‘SHS2’, is a legal entity
37 incorporated in the State of Maine, as such, it may be held liable for the violations
38 committed by its members.

39
40 The SHS2 was approved as one of several sectors operating in the Northeast Multispecies
41 Fishery under the terms of the federally authorized fishery management plan (FMP or
42 Plan) for 2016 and by submitting this contract and accompanying Operations Plan is
43 requesting approval for operating in fishing years 2023 and 2024 as SHS2.

ARTICLE 2 – Membership

Section 2.1 Eligibility

To qualify for becoming a member of the Sector, each member has been issued a limited access multispecies permit which has a ‘potential sector contribution’ (PSC) associated with it. The PSC is based on the permit’s landings history for FY 1996 through 2006 under Amendment 16, and represents the permit’s contribution to the sector’s Annual Catch Entitlement (ACE). However, some limited access multispecies permits were previously part of either the Georges Bank (GB) Cod Hook Sector or the GB Cod Fixed Gear Sector. The PSC for GB cod for those permits is based on the permit’s landings history from FY 1996 – FY 2001 (May 1, 1996 through April 30, 2002 (the 1996-2001 fishing years).

For purposes of this Agreement, “Participating Vessel” shall mean the vessel to which a Member’s Permit is attached at any given time.

Section 2.2 Length of Member Commitment

Each Member hereby agrees that each of its Permits will remain enrolled in the Sector for the entire fishing year following the date on which such Member enrolled in the Sector (the “Commitment Period”); provided, however, that if NMFS shall not approve the Sector’s Operations Plan and Agreement, as the same may be amended, for any fishing year during a Member’s Commitment Period, then the obligation of such Member shall terminate on the last day of the last fishing year for which the Sector’s Operation Plan and Agreement shall have received approval from NMFS.

Section 2.4 Proof of 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. The LOA with a copy of the approved Operations Plan for 2023 and 2024 must be carried on board the vessel at all times in the Sector Manual. The LOA shall serve as Proof of Sector Membership and shall be made available to any NMFS or enforcement officials upon request.

Section 2.5 Member Obligations Apply Only to Participating Vessels

The obligations of the Members set forth in this Agreement shall only apply to the Permits and Participating Vessels (and not to any other permits or vessels owned by the Members that are not enrolled in this Sector pursuant to the terms hereof) to the extent that such Permits or Participating Vessels are fishing commercially with gear that is capable of harvesting multispecies species managed under the Northeast Multispecies Fishery Management Plan.

Each Member agrees to ensure that all operators and crew of its Participating Vessels fully comply with the obligations set forth in this Agreement. Each Member further agrees to accept full responsibility for the actions of any such operators that result in a violation of this Agreement.

Section 2.6 Additional Member Obligations

NMFS requires that the Operations Plan governing the sector include a list of all state and federal permits held by the members along with an indication of whether those permits are enrolled in another state or federally authorized sector. Members agree to provide the Manager with a comprehensive list of their state and federal permits prior to December 1 2022.

Additionally, the Operations Plan must include information regarding the activity level in the sector of Participating Vessel, that is, whether each participating vessel will be active on Sector trips or not. Members agree to provide the Manager with their best estimation of whether each Participating Vessel will actively fish on Sector trips during the upcoming fishing year prior to March 1 2023.

Members are required to furnish the Sector Manager with the MRI, federal permit number, PSC and allocation of each multispecies stock for each permit they are enrolling in the Sector.

Section 2.7 Sector and Member Reporting Requirements

The Sector Manager is required to aggregate all participating vessel catch information from participating vessels' sector trips and report weekly to the National Marine Fisheries Service (NMFS), up until a certain threshold is reached, at which time reporting to NMFS will be required on a daily basis. The reporting frequency for the sector manager's ACE Status Report will be increased to daily when 90% of any of the sector's ACEs is reached. The Sector Manager, or a designated representative, must notify NMFS immediately by email if the threshold that triggers daily reporting has been reached. During the period when a sector has reached or exceeded 90% of any of its ACEs, daily ACE Status Reports must be submitted only on a day when a member vessel lands, or when the sector engages in an ACE transfer of a stock that is exceeding the 90% threshold. An alternative threshold for triggering daily reporting may be implemented during FY 2023 or 2024 if agreed upon by the sector and NMFS. Additionally, the Sector is required to submit an Annual Report of all landings of all species caught by sector vessels for the entire fishing year by a date set by the NMFS.

Weekly reports to NMFS may include a section notifying NMFS of outstanding catch records. Any resolutions and / or ongoing internal sector investigations may be noted as required.

1 The Manager will develop and submit reports to NMFS by gathering and aggregating
2 data from all available data sources, including but not limited to:

- 3 1. Vessel Trip Reports (VTRs);
- 4 2. Dealers, (including paper dealer receipts from each offload transmitted to the
5 Manager within 24 hours of the vessel offloading, as well as dealer reports posted
6 on the NMFS sector information management web portal);
- 7 3. Discards and assumed discard rates (as calculated by NMFS based on the
8 Northeast Fishery Observer Program (NEFOP) and At-Sea Monitoring); and
- 9 4. Any other data sources as they are available.

10
11 To enable each Member and the Sector to monitor the Members' compliance with this
12 Agreement, each Member agrees to report each of its Participating Vessels' entire catch
13 from sector trips (including discards) by pounds, by species, and by broad groundfish
14 stock area to the Sector Manager so the Manager can determine which stock of a species
15 has been caught.

16
17 All members agree that they are responsible for providing all catch information from all
18 sector trips to the Manager within 24 hours of the Participating Vessels' unloading. The
19 minimum information that must be provided to the Sector Manager includes a complete
20 and legible VTR and dealer weigh-out receipt(s). Members and vessel operators may be
21 subject to investigation and/ or penalty, including a Stop Fishing Order, if they do not
22 meet the 24 hour deadline for submitting catch information. Such information may be
23 transmitted electronically or by fax or other means as determined by the Manager as long
24 as it is transmitted within 24 hours of each landing.

25
26 The Manager shall maintain all catch records and shall, upon the request of any Member,
27 provide the Member with the Sector's aggregate catch information that is generated from
28 such records. Sector vessels which do not fish on sector trips agree that the Sector
29 Manager will use VTR and dealer data as submitted to NMFS to compile the annual
30 report.

31
32 Each member acknowledges and agrees that, in addition to reporting to the sector
33 manager, all participating vessels are responsible for complying with all permitting
34 requirements, recordkeeping, catch reporting, and VMS requirements described in the
35 federal regulations for the fishery (50 CFR part 648).

36
37 Each Member further acknowledges and agrees that it is responsible for ensuring timely
38 reporting in accordance with the provisions of this Section and failure to deliver the
39 reports for a Member's Participating Vessel in accordance with this Section shall be
40 deemed a breach of this Agreement by such Member.

41 42 **Section 2.8 Enforcement and Penalties**

43
44 Investigation, enforcement procedures as well as penalties and terms for expulsion are
45 explained in detail in the Sector Operations Plan as required by NMFS and are hereby
46 incorporated by reference.

1 **Section 2.9 Joint and Several Liabilities**

2
3 Sector members acknowledge and agree that they and the sector may be held jointly and
4 severally liable if they or their hired captain or crew

- 5 1. discard legal sized fish for which the sector has an allocation; and/or
6 2. misreport catch; and/or
7 3. cause the sector to exceed its Annual Catch Entitlement (ACE) for any allocated
8 stock (an overage) as specified in Federal regulations.

9
10 **Section 2.10 Member Duty to Report Potential Violations**

11
12 If a sector Member learns of a possible violation of federal fishery regulations, including
13 contested violations, which occur on the Member's vessel while engaged on a sector trip
14 (including any mandatory pre- and post-trip actions related to the trip), the Member will
15 report the incident to the sector manager.

16
17 If a Member learns of a violation of, or failure to meet, vessel safety regulations which
18 prevent an observer from deploying on a trip selected for NEFOP or ASM coverage, the
19 Member will report the incident to the sector manager.

20
21 **Section 2.11 Agreement That Sector Services May Be Suspended For Failure To**
22 **Pay Past Due Debt**

23
24 Sector members agree that the Sector may suspend a Member's services for failure to pay
25 past due debt, including but not limited to ACE trading privileges, voting privileges,
26 funding of observed trip costs, sector reporting to the member, and sector consultative
27 services. Suspensions may be implemented by the Sector Manager, but must then be
28 ratified by vote of the Sector Board within 10 days of implementation.

29
30 **Section 2.12 Agreement That Ace May Be Used Collateral For Past Due Debt**

31
32 Sector members agree that any fraction of the Sector's ACE assigned to the Member's
33 account may be reclaimed by the Sector to pay the Member's past due debt to the Sector.
34 Any reclamation must be approved beforehand by vote of the Sector Board.

35
36 **Section 2.13 Authority Of Sector Board To Make Procedural Changes To**
37 **Membership Agreement And Operations Plan**

38
39 Sector members agree that the Sector Board is authorized to make procedural and non-
40 substantive changes to the sector Membership Agreement and Operations Plan without
41 prior consultation with the membership. Members will be informed of changes within 10
42 days of enactment.

43
44 Procedural and non-substantive changes are intended to clarify a rule, but not material
45 modify it. Examples include but are not limited to correcting typos, removing duplicative
46 text, adding clarifying text, and reordering sections of the Agreement and Plan.

1 **ARTICLE 3 – SECTOR ADMINISTRATION**

2
3 **Section 3.1 Board**

4
5 The Sector shall be governed by a Board of Directors which shall be elected according to
6 the Bylaws.

7
8 **Section 3.2 Sector Manager**

9
10 The Board of Directors (the “Board”) of the Sector shall appoint a manager of the Sector
11 (the “Manager”), which Manager shall have the authority to manage the day-to-day
12 business of the Sector and submit all sector reports as required by NMFS.

13
14 **Section 3.3 Sector Manager Authority**

15
16 Members agree and acknowledge that the Sector Manager shall have the authority
17 to monitor the fishing, fish offload, and fish sale activities of the Members and all
18 Participating Vessels and to take such other actions as may be necessary, to ensure
19 compliance by the Members, their Permits and Participating Vessels with this Agreement
20 and all other Sector requirements as may be adopted under the terms of this Agreement,
21 the Sector Operations Plan, the Sector’s Bylaws, Sector Board Policy and all other
22 applicable laws, rules and regulations.

23
24 Such actions to enforce this Agreement, subject to the authority of the Board or a
25 committee delegated thereby, the Sector’s Bylaws or any other agreement relating to the
26 Sector’s internal governance, including specifically, without limitation, the authority to
27 impose penalties set forth in the Schedule of Penalties as well as Stop Fishing Orders
28 which may be enforced by NMFS Office of Law Enforcement.

29
30 The Manager shall also act as the liaison between NMFS and the Sector and shall assist
31 Members in their dealings with NMFS if so requested.

32
33 **Section 3.4 Membership Dues**

34
35 The Board shall, to the extent necessary for the payment of the costs and expenses
36 associated with the administration and management of the Sector (including the payment
37 of the Manager’s salary), require the payment by the Members of annual membership
38 dues and/or poundage fees. Such annual membership dues and/or poundage fees shall be
39 fixed by resolution of the Board prior to the commencement of the applicable fishing year
40 or at such other time as the Board may deem necessary or appropriate.

ARTICLE 4 - Transfer of Permit, Allocation or Portion of Allocation

Right of First Refusal restrictions described in this Article on the sale, transfer, and lease of a member's Permit and/or any part of its Share do not apply to transactions conducted exclusively between SHS1, SHS2, and SHS3.

Section 4.1 Individual Permit Transfers

Each Member agrees that so long as it is a party to this Agreement, such Member shall not have the authority to sell, lease or transfer the ownership of its Permit or the right to harvest any portion or all of the Permit's individual harvest share (share) to a party that is not bound by the Agreements binding members of Sustainable Harvest Sectors I (SHS1), II (SHS2), and III (SHS3) for the remainder of the fishing year in which such sale, lease or transfer is to occur,

1. shall not transfer, lease or assign any DAS allocated to its Permit by NMFS to any permit that is not enrolled in a sector and
2. shall comply with the right of first refusal provisions hereof prior to the consummation of any proposed sale, lease or transfer permitted hereunder.

Section 4.2 Individual Share Transfers

Each member agrees that so long as it is party to this agreement, such member may choose to lease their individual share of the sector's allocation to another sector, for the duration of the current fishing year provided that all sector members shall have to opportunity to match such written offer as described under section 4.3 'Right of First Refusal'.

Section 4.3 Right of First Refusal

In the event that any Member (a "Selling Member") at any time proposes to sell, transfer or lease (a "Sale") its Permit and/or any part of its Share to any proposed Buyer from outside the SHS1, SHS2, and the SHS3 who shall make a good faith, bona fide written offer, then the Selling Member shall first deliver to all active members (as defined in the Bylaws) of SHS1, SHS2, and SHS3 written notice ("First Refusal Notice") that the Selling Member proposes to make such Sale, transfer, or lease which First Refusal Notice shall state the identity of the prospective Buyer, state the amount of consideration for the Permit or any part of its share and the material terms and conditions upon which the proposed Sale, transfer or lease is to be made (the date on which the Sector receives the First Refusal Notice being the "First Refusal Notice Date"), represent that the Bona Fide Offer is an actual Bona Fide Offer, and include a copy of any written proposal, letter of intent or other agreement relating to the Bona Fide Offer.

The active members of SHS1, SHS2, and SHS3 shall have a period of five (5) calendar days following the First Refusal Notice Date (the "Election Period") in which to elect to

1 purchase or lease the Permit or any part of the Permit's share at the price and subject to
2 the same material terms and conditions set forth in the First Refusal Notice.

3
4 The active members of SHS1, SHS2, and SHS3 shall exercise the right to purchase or
5 lease such Permit or share by delivering a written notice ("Election Notice") to the Sector
6 Manager within the Election Period. In the event that a Sector Member desires to
7 purchase the Permit or share, then the parties shall schedule a closing for the payment for,
8 and the delivery of, the Permit or share, which shall be no later than 45 calendar days
9 after the First Refusal Notice Date.

10
11 If a active member of SHS1, SHS2, and SHS3 has not elected to purchase the Permit
12 within the Election Period, then the Selling Member is free to sell the Permit or share to
13 the Buyer; provided that such sale is on the terms and conditions specified in the First
14 Refusal Notice.

1 **ARTICLE V - Concluding Contract Language**

2
3 In Witness whereof, the undersigned has enrolled the listed permits in the SHS2 and
4 executed the Agreement known as the SHS2 Operations Plan for the 2023 and 2024
5 fishing years.

6
7 The undersigned reserves the right to withdraw from this agreement by written notice to
8 the Board of the Sustainable Harvest Sector 2, provided such notice is received by the
9 sector manager in writing no later than April 30, 2023.

10
11 Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery Conservation and
12 Management Act, 16 U.S.C. § 1881a(b)(1)(F), the undersigned hereby authorizes the
13 release to the Manager, or designated sector employee(s), of the SHS2, of information
14 that may be or is considered to be confidential or privileged by the Magnuson-Stevens
15 Act or other federal law regarding the catch of various species of fish associated with the
16 limited access Northeast multispecies permit with the Moratorium Right Identifiers
17 (MRIs) enrolled in the Sector submitted to NOAA Fisheries that the undersigned has
18 authority to access. This information includes data required to be submitted or collected
19 by NOAA Fisheries, on an individual MRI and/or aggregated scale, including but not
20 limited to days-at-sea allocation and usage, vessel trip reports, dealer reports, Northeast
21 Federal Observer Program data, catch and landings history data for all species harvested
22 by the vessel/MRI, at-sea or electronic monitoring data, protected species
23 takes/interactions, enforcement data, vessel baseline data (length, horsepower, etc.), VMS
24 information, and all other information associated with the vessel, MRI #, and/or permit
25 records. In addition, this information includes data for species not managed under the
26 multispecies FMP.

27
28 All confidential Sector data may be released to the Sector Manager, or designated sector
29 employee(s). This statement applies to all confidential data for a two-year time period
30 encompassing FYs 2023 and 2024.

31
32 This information shall be used exclusively by the sector for matters pertaining to sector
33 management, including record retention requirements. Such information may not be
34 released by the sector to another entity. When information released to the sector by the
35 National Marine Fisheries Service is no longer needed for sector management, it shall be
36 destroyed or returned by the sector manager to the undersigned at his or her election.
37 When the undersigned ceases to be a member of the sector, this authorization shall be
38 deemed null and void.

**THE SUSTAINABLE HARVEST SECTOR II
SECTOR OPERATIONS PLAN FOR FISHING YEAR 2023**

The undersigned has executed the Agreements known as the Sustainable Harvest Sector II Operations Plan and the Sustainable Harvest Sector Membership Agreement for the fishing year 2023, as of the date written below.

Permit #	Moratorium Right ID	Permit Name

Name _____

Capacity (owner, president, etc) _____

Signature _____

Date _____

**SUSTAINABLE HARVEST SECTOR II
OPERATIONS PLAN
FYs 2023-2024**

Date Amended: April 2023

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1. GENERAL PROVISIONS

1.1. Membership

The Sustainable Harvest Sector II (SHS2) is a voluntary business association comprised primarily of Northeast multispecies permit holders who have agreed to participate in and abide by the SHS2 Operations Plan and Membership Agreement for Fishing Years 2023 and 2024.

The owner of a permit that is eligible to join a sector but is not enrolled as a Member (and/or whose permit is not so enrolled), may apply. The Board or the Membership shall, at its sole discretion, determine whether the applicant shall be admitted as a Member of the Sector and/or its Permit enrolled as a Permit.

Notwithstanding the foregoing, no such admission shall be effective until the new Member has paid the annual entry fee as set by the Board of Directors and has agreed in writing to be bound by, and to cause its Permit and Participating Vessel to comply with the terms of this Agreement, and until the provisions of this Agreement shall have been amended or modified to reflect such additional Member, Permit and/or Participating Vessel.

1.2. Management and Points of Contact

Name	Title	Responsibility	Email	Phone	Street Address	City	State	Zip
Hank Soule	Manager	All sector operations plus all FMP and industry issues						
Maggie Raymond	Secretary	All FMP and industry issues						

The SHS2's Manager shall be the designated agent for service of process:

Hank Soule

The following individuals are authorized to act on behalf of the SHS2:

Frank Patania

1
2 The SHS2's designated sector representative is:

3
4 Maggie Raymond
5 [REDACTED]
6 [REDACTED]
7

8 The SHS2's Board of Directors is attached as Appendix 2.
9

10 **1.3. Incorporation as a Legal Entity**

11
12 The SHS2 is a legal entity incorporated in the state of Maine, and may be held liable for
13 the violations committed by its members.
14

15 **1.4. Definition of Sector as Three Entities**

16
17 The NE multispecies Fishery Management Plan (FMP) defined a sector as a group of
18 three or more persons, none of whom have an ownership interest in the other two persons
19 in the sector. This criterion has been fulfilled with permit number 149593 under the
20 distinct ownership of Mark Freeman; permit number 310980 under the distinct ownership
21 of Lilly Rose Fisheries LLC, and permit number 330188 under the distinct ownership of
22 Oceanside Marine LLC.
23
24

2. HARVESTING RULES

2.1. ACE Management

2.1.1. ACE and Annual Distribution

Each Member agrees that the ACE of multispecies authorized by NMFS to the Sector (the “ACE”) shall be harvested in accordance with the Harvesting Rules, which are set forth below. Individual sector members will be allocated a portion of the Sector’s total allocation based on the proportion of each stock that they contribute to the Sector’s initial ACE.

2.1.2. Reserve

Each Member agrees that a reserve in the amount of 5% of each stock within the initial ACE may be established to ensure that the Sector remains in compliance with its ACE limit. Such reserve may be withheld from each member’s allocations.

2.1.3. Distribution of Reserve

If the Board determines that as of April 1, the ACE in the Reserve has not been fully harvested by the Participating Vessels, the Board may release and authorize the harvesting of the reserve by the Members, their Permits and their Participating Vessels. Alternatively, the Board may decide to carry that reserve forward to the next fishing year.

2.1.4. Additional Measures to Prevent ACE Overages

The Board reserves the right to prohibit fishing activities by Members if it determines that those activities undermine or compromise the Sector Plan and the Sector or otherwise conflict with the standards and ethics described in the bylaws and guiding principles.

The Board may direct the Sector Manager to lease or trade for additional ACE of any stocks of concern.

The Board may impose additional restrictions as needed to slow down the pace of fishing.

The Sector Manager may issue (and ask NMFS to enforce) a ‘Stop Fishing Order’ to (a) any member vessels that has fished more than 95% of its individual allocation for any stock until additional allocation for that stock has been acquired or the member has agreed to not fish in that stock area for the rest of the fishing year, or (b) any member vessels that are in violation of any terms of the sector operations plan or membership agreement.

The Sector may require additional catch monitoring, beyond that already required in this Plan or the federal Fishery Management Plan, to ensure accurate accounting of sector

1 catch. Additional monitoring may be required for any sector trip conducted by member
2 vessels or individual operators. Examples of additional monitoring include but are not
3 limited to: dockside monitoring, increased at-sea monitoring, enhanced position
4 monitoring, increased catch reporting, or other methods. The cost of additional catch
5 monitoring may be required to be paid by the sector member subject to additional
6 monitoring.

7
8 Additional catch monitoring processes and costs will be recommended by the Sector
9 Manager, and require approval of the sector's Infractions Committee prior to
10 implementation. The member may appeal the Committee's decision via procedures
11 described in Sections 5.11 and 5.12 of the Plan.
12

13 2.1.5. ACE Transfers

14
15 The Sector Manager will track and conduct all ACE transfers between members and with
16 other sectors.
17

18 **2.2. Monitoring**

19 2.2.1. Monitoring

20
21 All participating vessels will send a legible copy of the VTR and the dealer's weigh-out
22 receipt to the Sector Manager within 24 hours of the end of every trip.
23

24 All participating vessels will transmit the Trip Start and Trip End Hail to NMFS. All
25 vessels will transmit Daily VMS Catch Reports as required by the NMFS.
26

27 All participating vessels will participate fully in the Northeast Fishery Observer Program,
28 the At Sea Monitoring Program, and/or an electronic monitoring program as required by
29 the Sector and the NMFS.
30

31 2.2.2. Electronic Monitoring Program

32 Vessel Operations

33 Sector vessels may use electronic monitoring (EM) systems (i.e. cameras, gear sensors,
34 video recording equipment) in lieu of human at-sea monitors (ASM) to meet federal
35 ASM requirements. These vessels may be authorized to use EM only under a valid
36 Exempted Fishing Permit (EFP) issued by NOAA Fisheries or a NMFS-approved EM
37 program. Vessels fishing under the EFP must abide by all operational and reporting
38 requirements and conditions outlined in the EFP and the vessel's Vessel Monitoring
39 Plan.
40

41 Selection of Coverage

42 Sector vessels using EM are required to declare their intent to take a sector trip using
43 the Pre- Trip Notification System (PTNS), consistent with standard notification
44

1 protocols. PTNS selection and notification procedures for Northeast Fishery Observer
2 Program (NEFOP) coverage under EM remains the same. Vessels fishing under this
3 EFP or a NMFS-approved EM program, are not exempt from the requirement to carry
4 a NEFOP observer when selected for coverage.

5 6 Service Providers

7 The sector has selected the following Electronic Monitoring Service Providers to
8 provide EM services to participating vessels:

9 10 Teem Fish Monitoring Inc.

11 [REDACTED]
12 [REDACTED]
13 Primary Contact: [REDACTED]
14

15 New England Marine Monitoring

16 [REDACTED],
17 [REDACTED]
18 Primary Contact: [REDACTED]
19

20 AIS Observers

21 [REDACTED]
22 [REDACTED]
23 Primary Contact: [REDACTED]
24

25 2.2.3. Sector Reporting to NMFS

26
27 The Sector will report weekly to NMFS as required using data collected from vessels,
28 VTRs, dealer reports, observer reports and any other data available.

29
30 The reporting frequency for the sector manager's ACE Status Report will be increased to
31 daily when 90% of any of the sector's ACEs is reached. The Sector Manager, or a
32 designated representative, must notify NMFS immediately by email if the threshold that
33 triggers daily reporting has been reached. During the period when a sector has reached or
34 exceeded 90% of any of its ACEs, daily ACE Status Reports must be submitted only on a day
35 when a member vessel lands, or when the sector engages in an ACE transfer of a stock that is
36 exceeding the 90% threshold. An alternative threshold for increasing reporting frequency
37 may be implemented during FYs 2023 and 2024 if agreed upon by the sector and NMFS.

38
39 The Sector will submit required reports using the format and procedures prescribed by
40 NMFS.

41
42 Weekly reports must include any enforcement or reporting compliance issues, including
43 violations of Operations Plans (exclusive of defined administrative provisions), violations
44 of regulations, or general problems with monitoring or sector operations during the
45 reporting period.

1 2.2.4. Plan for notifying NMFS once an ACE threshold has been reached

2
3 NMFS will be notified by email as soon as the sector manager determines a threshold has
4 been reached.
5

6 2.2.5. Data Reconciliation

7
8 The SHS2 will reconcile the data from vessels, VTRs, dealer reports, and observer
9 reports on an ongoing basis to track the sector's ACE..

10 2.2.6. Discards

11
12 The Sector manager (or his/her designated representative) will derive stock specific
13 discards for each trip. The methodology for calculating discards will vary by monitoring
14 type.
15

16 For vessels enrolled in an ASM program:

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

26 For vessels enrolled in a maximized retention EM program:

27 If the trip is observed by a Northeast Fisheries Observer Program (NEFOP)
28 observer, discards will be derived based on data collected during that trip and
29 will account for all hauls (observed and unobserved) on that trip. For trips taken
30 by vessels enrolled in a maximized retention EM program without a NEFOP
31 observer onboard, discards will be derived using the NOAA Fisheries-provided
32 discard rate resulting from the NOAA Fisheries method to estimate 'in-season'
33 discard rates, which may not include data from research trips or sector trips
34 using certain exemptions.
35

36 For vessels enrolled in an audit model EM program:

37 If the trip is observed by a Northeast Fisheries Observer Program (NEFOP)
38 observer, discards will be derived based on data collected during that trip and
39 will account for all hauls (observed and unobserved) on that trip. If the trip is
40 observed using electronic monitoring, discards will be derived based on data
41 collected during that trip to account for observed hauls only. For unobserved
42 trips or hauls taken by vessels in an audit model EM program, discards will be
43 derived using the vessel's self-reported discards as adjusted based on the vessel's
44 historical reporting accuracy.
45

1 2.2.7. Annual Report

2
3 The SHS2 will report on the Sector’s performance after the end of the fishing year as
4 required by NMFS.

5 2.2.8. Data Management

6
7 The SHS2 will maintain the necessary databases to track and maintain all relevant catch
8 data, including VTR, dealer reports, observer data, and at-sea monitoring data, as
9 required.

10 2.2.9. At-Sea Monitoring

11 The SHS2 will participate in the Northeast Fisheries Observer Program (NEFOP) and the
12 NMFS and/or industry-funded at-sea monitoring (ASM) program while they operate.
13 This ASM coverage will have vessel and trip selection coordinated through NMFS and
14 will use approved at-sea providers and monitors. The Sector manager will maintain a
15 database of all catch data, including but not limited to VTR, dealer, monitor, and observer
16 data. NMFS will provide the Sector with data from NEFOP and the ASM program.

17 The SHS2 will contract one or more of the companies approved by NOAA Fisheries to
18 provide monitoring services and will notify NOAA Fisheries of its selection no later than
19 March 1, 2023.

20 The SHS2 will use PTNS to deploy NEFOP observers and at-sea monitors in a way to
21 achieve coverage at the target percentage of trips that is random and representative of
22 fishing activities of the sector.

23 The SHS2 will use the NOAA Fisheries-designated ASM and/or EM program.

24 2.2.9.1. Failure to Comply with At-Sea or EM Monitoring Requirements

25 If the sector is informed of a potential violation of any regulations that govern the
26 NEFOP, At-Sea Monitoring, or electronic monitoring programs (including but not
27 limited to: vessels failing to provide adequate notification prior to departing, failing
28 to take an observer or activate an electronic monitoring system, incidents of At-Sea
29 Monitor observer interference, harassment, intimidation, or obstruction), the sector
30 manager will conduct an investigation of the alleged violation. The written
31 investigative report will be provided to the sector member and to the NMFS.

32
33 If a violation places the sector's ability to comply with requirements of the ASM
34 program in jeopardy, the member will be subject to the penalties described under
35 VIOLATIONS REGARDING OBSERVER REQUIREMENTS in Section 5.15.

36 2.2.10. Vessel Hails

37
38 All members agree to hail ‘Trip Start’ and ‘Trip End’ to NMFS via an approved method.

Vessels will hail Trip Start prior to leaving port via VMS. The Trip Start Hail will include at least the following:

- Operator's Permit Number
- Vessel Trip Report (VTR) serial number
- Whether an Observer or At-Sea Monitor (ASM) is on-board
- Usage of specific sector exemptions
- Usage of specific operations plan provisions
- Landing Port City
- Landing state (abbreviation)
- Estimated time and date of arrival in port
- Estimated time and date of offloading (required only for trips <6 hours or if fishing within 6 hours of offload port)
- Comments (required as directed by sector manager or Regional Administrator).

Vessels will send the Trip End hail via VMS to NMFS at least six hours in advance of landing. The Trip End Hail will include the following:

- Operator's permit number
- Vessel Trip Report (VTR) serial number
- First landing port city
- First landing state (abbreviation)
- Dealer/offload Location
- Estimated time and date of arrival
- Estimated time and date of offload
- Second offload port city (if any)
- Second landing state (if any) (abbreviation)
- Estimated time and date of offload
- Total groundfish retained in pounds
- Total non-groundfish retained in pounds
- Comments (required as directed by sector manager or Regional Administrator)

.
For trips less than six hours in length or occurring within six hours of port, the estimated time of arrival to port and time of offload will be provided in the Trip Start Hail. The Trip End Hail will be sent upon completion of the last tow (or haul) with all required updated information. An alternative timing for the trip end hail may be implemented if agreed upon by the sector and NOAA Fisheries.

2.2.11. Codfish Catch Monitoring Program

Sector Members agree to abide by the following fishing restrictions to control catch of cod. In the event a cod allocation is increased, the NMFS implements other cod effort control restrictions, or for other cause, these restrictions may be canceled by the Sector.

- Minimum allocation of 250 pounds of cod for any vessel to start a sector trip in the cod stock's applicable stock area. Exceptions may be granted by the Sector Board.
- Daily cod hotspot report as defined by the sector manager.

2.2.12. Designated Landing Ports

Members shall agree to offload catch from sector trips in the following ports.

Boston, MA
Gloucester, MA
Newburyport MA
New Bedford, MA
Provincetown, MA
Hyannis, MA
Chatham, MA
Scituate, MA
Point Judith, RI
Portland, ME
Biddeford Pool, ME
Sebasco Harbor, ME
Cundy's Harbor, ME
Rockland, ME
Portsmouth, NH
Rye, NH
Newport, RI
Chincoteague VA
Tenant's Harbor ME

2.2.13. Remote Ports

Portsmouth State Pier, Portsmouth NH
Port Authority, Portsmouth, NH
Woods Hole, MA
Sebasco Harbor, ME
Bar Harbor, ME: Bar Harbor Town Dock
Southwest Harbor ME: Southwest Harbor Town Dock
Portland ME: Bait Lady Take-out, Scola's Take out, Maine Wharf, Widgery Wharf
Gloucester MA: Jodrey Pier, Pier 7 Take-out
Provincetown, MA: Provincetown Town Pier
Davisville RI: Davisville Pier
Point Judith, RI
Montauk, NY
Tenant's Harbor ME
Monhegan Island, ME

2.2.14. Safe Harbor Protocol

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

2.3. Administrative

2.3.1. Fishing in US/CA Areas

Sector participating vessels may fish in the both the Eastern and Western US/Canada Areas. When reporting their catch to the Sector Manager, the operators of all Sector member vessels will specify the volume of catch and discards from each area.

Members electing to enter the Eastern US/CA area are required to comply with the observer notification reporting and VMS reporting requirements for that area.

2.3.2. Hot Spot Reporting

Each member agrees they may be required to report to the Sector Manager any and all areas of high bycatch as determined by the Sector, including undersized regulated species, areas of spawning fish, and/or any stock for which the Sector or the Member is approaching their threshold.

Upon receiving a hot spot report, the Sector Manager may alert other member vessels to stay away from those particular areas.

2.3.3. Proof of Sector Membership

Sector Vessels will carry on board at all times a Letter of Authorization (LOA) from the Regional Administrator and a copy of this Operations Plan as proof of their membership in the sector. Vessels must comply with all applicable Federal regulations and laws not specifically exempted in the LOA.

2.4. Gear Restrictions

The Sector Board may institute spatial or temporal gear restrictions to slow down the catch rate of certain allocated stocks.

2.5. Confidential 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 the Sector 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 Right Identifiers (MRIs) enrolled in the sector submitted to the National Marine Fisheries Service in compliance with 50 CFR 648.7 and §648.87 that the undersigned has authority to access. This information includes data required to be submitted to or collected by NMFS, 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 monitoring data, VMS information, and all other information associated with the vessel, MRI #, and/or permit records.

Any person identified in Section 1.2 of this Operations Plan may access confidential sector data. This confidential data statement applies for FYs 2023 and (optionally) 2024.

2.6. Exemption Requests

2.6.1. Previously Approved Sector Exemptions and Justifications

1. 120-Day Block Requirement Out of the Fishery for Day Gillnet Vessels.
2. 20-day Spawning Block
3. Limitation on the Number of Gillnets for Day Gillnet Vessels Outside the Gulf of Maine
4. Exemption from the Day Gillnet Limit on the Gulf of Maine
5. Prohibition on a Vessel Hauling Another Vessel's Gillnet Gear

Rationale: In the event a member's vessel breaks down and is unable to return to sea, this would allow a different member to retrieve the gear and stop it from catching fish.

6. Limitation on the Number of Gillnets That May Be Hauled on GB When Fishing Under a Groundfish/Monkfish DAS
7. Limitation on the Number of Hooks that May Be Fished
8. Length and Horsepower Restrictions of the DAS Leasing Program
9. Prohibition on discarding
10. Trawl Gear Requirements in the U.S./Canada Management Area
11. Prohibition on a vessel hauling another vessel's hook gear

Rationale: In the event a member's vessel breaks down and is unable to return to sea, this would allow a different member to retrieve the gear and stop it from catching fish.

12. Requirement to Declare Intent to Fish in the Eastern U.S./Canada Haddock SAP and the CA II Yellowtail Flounder/Haddock SAP Prior to Leaving the Dock
13. Seasonal Restriction for the Eastern U.S./Canada Haddock SAP
14. Seasonal Restriction for the CA II Yellowtail Flounder/Haddock SAP
15. Sampling Exemption

Vessels in the Sustainable Harvest Sectors are engaged in research programs such as the Maximized Retention Electronic Monitoring project that require them to retain undersized groundfish. Another research project may allow access to otherwise closed areas. Both projects at times may carry observers.

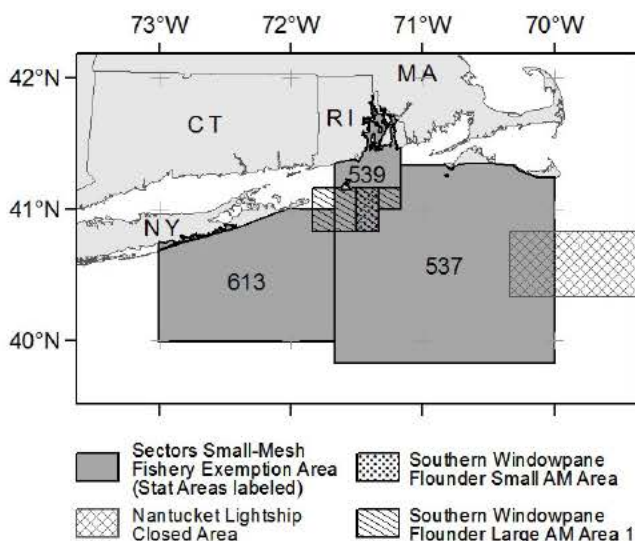
16. Redfish Exemption [Revoked effective July 27, 2021]

17. 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 Southern Windowpane Accountability Measure Areas, where they overlap with the exemption area.



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

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)

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

- 1 (2) Point F represents the intersection of 73°00'W longitude and the south coast of
2 mainland Long Island, NY
3 (3) From Point F to Point G along the south coast of mainland Long Island, New
4 York (inclusive of bays)
5 (4) Point G represents the intersection of 41°00'N latitude and the southeast coast
6 of Long Island, NY
7 (5) Point I represents the intersection of 71°40'W longitude and the coast of
8 Rhode Island
9 (6) From Point I to J along the coast of Rhode Island, inclusive of Narraganset
10 Bay
11 (7) Point J represents the intersection of 71°10'W longitude and the coast of
12 Rhode Island
13 (8) Point L represents the intersection of 41°20'N latitude and the west coast of
14 Martha's Vineyard, MA
15 (9) From Point L to Point M along the south coast of Martha's Vineyard
16 (10) Point M represents Wasque Point, Martha's Vineyard, MA
17 (11) Point N represents the west coast of Muskeget Island, Nantucket, MA
18 (12) From Point N to Point O along the southwest coast of Muskeget Island,
19 Nantucket, MA
20 (13) Point O represents the south coast of Muskeget Island, Nantucket, MA
21 (14) Point P represents the northwest coast of Tuckernuck Island, Nantucket, MA
22 (15) From Point P to Point Q along the southwest coast of Tuckernuck Island,
23 Nantucket, MA
24 (16) Point Q represents Smith Point on the southwest coast of Tuckernuck Island,
25 Nantucket, MA
26 (17) Point R represents Esther Island, Nantucket, MA
27 (18) From Point R back to Point A along the south coast of Nantucket, MA
28

29 **The modified small mesh gear must contain either:**
30

- 31
 - A drop chain sweep with a minimum drop of 12 inches (30.48 cm) in length,
32 with a 24-inch headrope setback; or
 - a large mesh belly panel with a minimum mesh size of 32 inches (81.28 cm),
33 with the meshes hung on the half (a hanging ratio of 2:1); or
 - an excluder grate secured forward of the codend with an outlet hole forward
34 of the grate with bar spacing of no more than 1.97 inches (5.00 cm) wide.
35
36
37

38 **In order to use this exemption, the following additional conditions and**
39 **restrictions apply:**
40

- 41
 1. Prior to leaving the dock, the vessel must declare a small-mesh trip through the
42 VMS trip start hail by checking the box next to "Other Exemption (when directed
43 by NMFS)" under sector exemptions.
 - 44 2. A vessel declaring this exemption must render its small-mesh gear not available
45 for immediate use, as defined by 50 C.F.R. § 648.2, when using large-mesh gear
46 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 areas described above and is prohibited from fishing outside of the small mesh exemption area. All other applicable regulations apply to this portion of the trip.
 6. No fishing may occur under this exemption in areas overlapping the Southern Windowpane Flounder Accountability Measure Areas, regardless of whether or not accountability measures have been triggered.
 7. The vessel must comply with the remaining requirements of a sector trip, including the submission of VTRs, a trip end hail, and a final Multispecies Catch Report.
 8. A vessel fishing with this exemption must retain and land all legal-sized groundfish on both the regulated mesh and small-mesh portions of the trip.
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. Exemption from VMS Requirements for Handgear A vessels fishing in a single BSA.

2.6.2. Exemption from Sector Operations Plan Provisions

Members may petition the sector Board for exemptions to sections of the operations plan which are exclusive to administration of the sector, as defined under Section 5.14. If a petition is approved by the Board, the sector will notify the NMFS of the approved exemption.

2.6.3. Universal exemptions

Following are the universal exemptions

1. Exemption from trip limits on stocks for which a sector receives an allocation, except for the following:
 - a. Halibut: Trip limit would continue to be one fish per trip;
 - b. No vessel, whether in the Common Pool or in any sector, will be allowed to possess any windowpane flounder (both stocks), ocean pout, or wolffish on board at any time. When caught, these species must be discarded.
2. Exemption from the Gulf of Maine Cod Protection Closures IV and V.

3. Exemption from groundfish DAS requirements other than those required to comply with effort controls in other fisheries.
4. Exemption from the requirement to use 6.5-inch mesh in the codend in haddock separator trawl/Ruhle trawl when targeting haddock in the Georges Bank Regulated Mesh Area to use 6-inch mesh in the codend.
5. Exemption from the minimum codend mesh size restrictions for trawl gear when fishing in compliance with the provisions of the Redfish Exemption Program.

2.7. Inshore Gulf of Maine Cod Declaration Plan

A portion of Broad Stock Area 1 (BSA1) will be defined as an **Inshore GOM Zone** as follows: West of 70°15' longitude to the shoreline north to the Maine coast, westward, and south to Cape Cod.

If the trip CARRIES an observer or monitor (including electronic monitoring), 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.

If the trip DOES NOT carry an observer or monitor (including electronic monitoring), the vessel selects from these options:

1. If the vessel wishes to fish in the Inshore GOM Zone, the vessel must declare and execute its intent to fish inside BSA1 exclusively for the trip. It can't cross into the Georges Bank areas.
2. If the vessel wishes to fish outside of BSA1 (the Gulf of Maine) on a trip, it is prohibited from fishing in the Inshore GOM Zone.

Declarations will be made to the sector manager via the Trip Start Hail. If the Member declares more than one BSA on the trip, the Member is prohibited from conducting fishing activity West of the 70°15' in the area described above as the Inshore GOM and the Member must indicate acknowledgement of this restriction by transmitting a Trip Start Hail, through their VMS unit or third party software, and check the "Inshore Gulf of Maine" from the list of Sector Ops Plan Provisions in the Trip Start Hail.

3. REPORTING

3.1. Issue Tracking

The JIRA issue tracking application will be used to report all data quality issues to the appropriate personnel for research and correction activities.

3.2. Reporting to NMFS

The sector manager will submit a weekly, or daily, report (§ 648.87(b)(1)(vi)(B)) to NMFS that includes the:

- Sector Manager Detail Report: This provides information down to the sub-trip level about each sector trip for a given week, regardless of the completeness of the data. The information includes stock, gear, mesh categories, landing amounts, discards, and total catch.
- Sector Manager Trip Issue Report: This provides information about sector trips for a given week that have enforcement or other issues. The sector manager submits one Issue Report per reporting period.
- One of the following:
 - *Sector Manager ACE Status Report*: This provides the means for sector managers to report their ACE status calculations. This allows NMFS to cross-check totals, as stipulated in Amendment 16.
 - *Sector Manager Daily ACE Status Report*: This provides the means for sector managers to report their ACE status calculations on a daily basis if either of two "trigger points" (thresholds) has been reached in the current FY.

Weekly reports must include 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.

4. CONSOLIDATION OF ACE AND REDIRECTION OF EFFORT

4.1. Consolidation and Redistribution of ACE

In FY 2023, 0% of the permits enrolled in the Sector for FYs 2023 and 2024 are attached to vessels actively fishing for NE multispecies. For FYs 2023 and 2024, the Sector has 24 permits currently enrolled. Of those, 0 permits are anticipated to actively fish for NE multispecies in FYs 2023 and 2024. While these numbers may change, the Sector expects that, compared to FY 2022, there would be no change from the consolidation that previously occurred among the members during FY 2022. The member permits that are not attached to active NE multispecies vessels in FYs 2023 and 2024 are largely the same permits that did not fish in FY 2022. In most cases, a member who owns multiple permits fished the ACE (or DAS if in the common pool) of all those permits on fewer hulls and will now continue to fish the ACE contributed by all those permits on fewer hulls, resulting in little additional consolidation.

4.2. Redirection of Effort

During FY 2021, no sector vessels switched fishing efforts into other fisheries. The members continued their historical participation in the scallop, monkfish, herring, mackerel, skate, dogfish, squid, whiting, and lobster fisheries for which they possess federal or state permits. Gears used were trawl, dredge, and trap.

During the first quarter of FY 2022, no sector vessels switched fishing efforts into other fisheries.

During FYs 20223 and 2024, the Sector anticipates that no redirection of effort will take place.

5. ENFORCEMENT

5.1. Agreement Enforcement

Each of the Members and the Sector shall have the right to have any provision of this Agreement specifically enforced, through injunction, restraining order or other form of equitable relief.

Each Member agrees that the Sector, through its representatives, and/or any other Member may enforce this Agreement on behalf of the Sector and/or its Members.

Each Member agrees to take all actions and to execute all documents necessary or convenient to give effect to the enforcement procedures contemplated by this Agreement, the Harvesting Rules and any Schedule of Penalties.

5.2. Restrictions on Fishing Activity

The Members acknowledge they may be held jointly and severally liable for civil penalties to NMFS that result from any member causing the Sector to exceed its ACE; any member discarding legal sized allocated groundfish; any member or vessel operator misreporting their own catch and discards of allocated groundfish species to NMFS or the Sector Manager;

The Members further acknowledge and agree that monetary penalties could be inadequate recourse under such circumstances.

Therefore, the Members acknowledge and agree that each of them will comply with a “stop fishing” order from the Sector, which shall be issued by the Board, the Manager or the Infractions Committee, and each of the Members further agrees that if any Member fails to comply with such order, the Sector shall have the authority to obtain an injunction, restraining order or other equivalent form of equitable relief to give effect to such “stop fishing” order.

5.3. Joint and Several Liabilities

Sector members acknowledge and agree that they and the sector may be held jointly and severally liable for discarding legal sized fish, misreporting, and Annual Catch Entitlement (ACE) overages as specified in Federal regulations.

Sector members agree that violations by an individual member, for which all members may be jointly and severally liable, will be the sole responsibility of the individual member committing such violations, including all monetary fines and fishing restrictions imposed by the Sector and/or the National Marine Fisheries Service.

5.4. Infractions Committee

The President shall appoint an infractions committee (the “Committee”) as necessary to ensure fair, consistent and appropriate enforcement of this Agreement, the Harvesting Rules, the Plan and other Sector requirements as adopted under the terms of this Agreement and the Sector’s Bylaws.

The Committee will be comprised of at least three Board members excluding any Board member who may be subject to investigation. Such Committee member assignments shall be rotated.

The Committee shall recommend as necessary to the Board for its approval a schedule of penalties, which shall be similar in form to Exhibit A (the “Schedule of Penalties”), for any unauthorized fishing activities (whether under applicable laws, rules and regulations or otherwise) and for violations of this Agreement, the Harvesting Rules, the Plan and other Sector requirements as may be adopted under the terms of this Agreement or the Sector’s Bylaws.

In addition, the Committee shall have the authority to take any number of enforcement measures against the Members for the non-payment of membership dues and/or poundage fees. Such enforcement measures may include expulsion of the violating Member under Section 3 and /or issuing a “stop fishing” order against such Member.

5.5. Procedures for Investigations

In addition to the Manager’s authority to invoke penalties under the Schedule of Penalties, the Manager may, on his own, and shall, at the request of a Member, request that the Manager conduct an investigation of possible infractions of the Agreement, the Harvesting Rules, the Plan, or other Sector requirements as may be adopted under the terms of this Agreement or the Sector’s Bylaws, by calling a meeting of the Committee and presenting it with the information that is the basis for the Manager’s or Member’s opinion that an infraction occurred.

All investigations will be reviewed by the Committee. If, upon the conclusion of such investigation, the Committee determines by an affirmative vote of a majority of its members that a violation of this Agreement, the Harvesting Rules, the Plan, or other Sector requirements (as may be adopted under the terms of this Agreement or the Sector’s Bylaws) has occurred, it may impose any penalties prescribed in the Schedule of Penalties to the Member, its Permits and its Participating Vessels by the Sector, or issue “stop fishing” orders.

The Committee shall exercise all reasonable efforts to ensure that penalties and settlements are commensurate with the nature and extent of the violation, are designed to further the purposes of the Plan, and are uniform with those reached in similar circumstances.

1
2 All appeals from such Committee action shall be taken in accordance with Section 5.11
3 hereof. Each of the Members agrees to cooperate fully with the Manager and the
4 Committee in such investigations and procedures (including cooperation with any
5 requests for information or data that may be made by the Manager or the Committee).
6

7 If an observer or electronic record reports that a vessel operator has discarded 20 pounds
8 or less of legal size fish of white hake of any size, and this report is a first offense, the
9 manager will not initiate an infraction review or report but instead will notify owner of
10 the occurrence with an advisory that a second occurrence will result in an infraction
11 review.
12

13 **5.6. Penalties for Violations**

14

15 Any penalties that are imposed upon a Member by the Sector pursuant to the terms of this
16 Agreement shall be in addition to, and not in lieu of, any other potential state or federal
17 penalty that may be imposed upon such Member.
18

19 Sector members agree that penalties and assessments imposed on the Sector for violations
20 committed by an individual member, for which all members may be jointly and severally
21 liable, will to the maximum extent possible be the sole responsibility of the individual
22 member committing those violations to reimburse the sector, including all monetary fines
23 and ACE reductions imposed by the sector and/or the National Marine Fisheries Service.
24

25 **5.7. Expulsion**

26

27 **5.7.1. Cause**

28

29 The Members agree that any Member may be expelled from the Sector if the actions of
30 such Member and/or its Participating Vessels (or the Participating Vessels' operators)
31 seriously undermine and threaten the existence of the Sector, the actions of such Member
32 and/or its Participating Vessels (or the Participating Vessels' operators) have exposed
33 other Members of the Sector to monetary penalties and/or legal actions, such Member has
34 been convicted of a serious crime, or such Member has not paid its membership dues
35 and/or poundage fees as required by the bylaws.
36

37 **5.7.2. Procedure**

38

39 Any Member, the Committee or the Manager may submit to the Board a request to have a
40 Member, its Permits and/or its Participating Vessels expelled from the Sector (the
41 "Expulsion Request").
42

43 Such Expulsion Request shall be in writing and shall include an explanation of the basis
44 for expulsion.
45

1 The Board shall vote on such Expulsion Request within fourteen (14) days of receipt of
2 such Expulsion Request.

3
4 The affirmative vote of two-thirds of the members of the Board shall be required in order
5 to expel a Member, its Permits and/or its Participating Vessels.

6
7 Expulsion shall be effective immediately upon the receipt of the requisite vote by the
8 Board.

9
10 Board members cannot vote on the expulsion of one or more of their own vessels.

11
12 As required by 50 CFR Part 648.87 or any substitute or successor provision, a Member,
13 its Permits and/or its Participating Vessels expelled during any fishing year may not fish
14 outside of the Sector under a NE multispecies DAS program during the remainder of such
15 fishing year.

16
17 Upon expulsion of any Member, its Permits and/or its Participating Vessels, the Manager
18 shall immediately notify NMFS by email that the Member's Permits and/or Participating
19 Vessels are no longer included in the Sector.

20 21 **5.8. Notification to NMFS**

22
23 If a member is expelled or has been issued a "stop fishing" order the Sector Manager will
24 notify NMFS immediately by email or by telephone, and confirm NMFS has received the
25 notice.

26 27 **5.9. Penalties and Attorney's Fees**

28
29 Penalties for any violations of this Agreement shall, be limited to the amounts set forth on
30 the Schedule of Penalties plus all costs, fees and expenses, including attorney fees,
31 incurred by the Sector or, in a case in which the Sector does not take enforcement action,
32 by the Members bringing such action, in enforcing the provisions of this Agreement.

33
34 To the extent the Schedule of Penalties addresses such matter, the Members and the
35 Sector hereby waive any claims to actual, direct, or indirect damages, and instead agree
36 that payment of the amounts set forth on the Schedule of Penalties and costs of
37 enforcement shall be their sole remedy for breaches of this Agreement.

38
39 In connection with any legal proceeding related to this Agreement, the non-prevailing
40 party shall pay the prevailing party's reasonable costs and attorney's fees associated with
41 the proceeding.

42 43 **5.10. Application of Fines, Penalties, and Damages**

44
45 All penalties, fines and/or other damages paid to the Sector shall, first, be applied to the
46 cost of enforcement of such violations and, second, any remaining amounts shall be

1 applied to the costs and expenses of the administration, management and preservation of
2 the Sector.

3
4 Any funds remaining after the application of the foregoing sentence shall be used to
5 further research into efficient management of groundfish stocks for the benefit of the
6 resource and those that harvest the resource.

7 8 **5.11. Appeal from Committee Decision**

9
10 If the Committee has determined that a Member has violated this Agreement or makes
11 any other determination with respect to a Member under this Agreement (including,
12 specifically, without limitation section on catch verification), such violating Member
13 shall have five business days following the date of the Committee's determination to
14 request reconsideration of the enforcement or other action and/or propose an alternative
15 form of penalty.

16
17 Such request shall be made in writing and shall be addressed to the Board.

18
19 The Board may, in its sole discretion, grant or deny any request for reconsideration and
20 may, in its sole discretion, approve or disapprove any alternative form of penalty;
21 provided, that the Board shall exercise all reasonable efforts to ensure that penalties and
22 settlements are commensurate with the nature and extent of the violation, are designed to
23 further the purposes of the Plan are uniform with those reached in similar circumstances.

24 25 **5.12. Dispute Procedures**

26
27 Prior to instituting any litigation or other dispute resolution, the parties shall follow
28 applicable procedures set forth in this Agreement for the resolution of such dispute.

29
30 Any appeals taken with respect to any dispute that arises in connection with this
31 Agreement shall be taken in the federal district court in Portland, Maine or, if said court
32 does not have jurisdiction, in such courts in the State of Maine that do have jurisdiction.

33 34 **5.13. Indemnification**

35
36 Each party that violates this Agreement (the "Indemnitor") hereby severally agrees to
37 indemnify, defend and hold harmless the other parties hereto (each, an "Indemnitee") in
38 respect of their respective Losses; provided that such losses result or arise from a third
39 party claim or governmental proceeding brought against or involving the Indemnitee,
40 which is based on or relates to this Agreement violation of applicable laws, rules or
41 federal fishery regulations or breach of any covenant, agreement or obligation contained
42 in this Agreement, the Harvesting Rules or other Sector requirements as may be adopted
43 under the terms of this Agreement or the Sector's Bylaws.

44
45 The indemnification obligations of the parties shall be joint and several.

1 For the purposes of this Section, “Losses” shall mean any and all claims, liabilities,
2 obligations, judgments, liens, injunctions, charges, orders, decrees, rulings, damages,
3 dues, assessments, taxes, losses, fines, penalties, expenses, fees, costs, amounts paid in
4 settlement (including reasonable attorneys’ and witness fees and disbursements in
5 connection with investigating, defending or settling any action or threatened action)
6 arising out of any claim, complaint, demand, cause of action, action, suit or other
7 proceeding asserted or initiated or otherwise existing.

8
9 The obligations under this Section shall survive the termination of this Agreement and
10 the expulsion of any Member pursuant to Section 2.7.
11

1
2 **5.14. Administrative Enforcement**
3

4 The following sections of the operations plan are exclusive to administration of the
5 sector:
6

- 7 • 1.1
8 • 2.1 inclusive
9 • 2.2.1, 2.2.4, 2.2.7. 2.2.9.2, 2.2.9.3
10 • 2.3 inclusive
11 • 2.4
12 • 2.7
13 • 5 inclusive, excepting 5.3
14

5.15. Schedule of Penalties

Penalty Schedule			
VIOLATION	FIRST	SECOND	THIRD
VIOLATIONS REGARDING PERMITS, REPORTING, DOCUMENTATION, EXEMPTION PERMIT REQUIREMENTS			
All Violations including but not limited to: providing false statements or supporting documentation on applications or reports to the Sector; late or non-reporting; failure to comply with a permit condition/ restriction/ letter of authorization or exemption issued by the Sector; providing false statements or failing to comply with VMS/DAS requirements (technical and minor violations may result in a letter of warning); Exceeding ACE and not acquiring additional ACE to replace it.	Up to \$5,000 (and/or stop fishing order) plus the cost of the sector acquiring additional ACE, and all legal and administration fees	Up to \$10,000 (and/or stop fishing order) plus the cost of the sector acquiring additional ACE, and all legal and administration fees	Up to expulsion and all legal and administration fees, and/or up to \$10,000 + (and/or stop fishing order) plus the cost of the sector acquiring additional ACE, and all legal and administration fees
VIOLATIONS REGARDING TIME AND AREA RESTRICTIONS			
All violations including, but not limited to: exemption areas, closed fisheries, closed seasons, restricted gear/management areas and Days at Sea violations.	Up to \$50,000 (stop fishing order for 30 days) and all legal and administration fees	Up to \$100,000 (unable to fish for the remainder of the fishing year) and all legal and administration fees	Up to expulsion and all legal and administration fees
VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK			
All violations including but not limited to a violation of a stop order, entering a closed area, transfer of fish from a non-Sector vessel to a Sector vessel, subverting the reporting requirements (misappropriating landings) or any other action which could cause the sector to be in violation of its agreement.	Up to \$50,000 (loss of fishing rights for 365 days) and all legal and administration fees	Up to expulsion and all legal and administration fees	
VIOLATIONS REGARDING MEMBERSHIP COMMITMENT			
Violation of 50 CFR Part 48 or failing to remain in the Sector for the Commitment Period (i.e., breach of Section 2.03 of the Agreement).	Up to \$10,000 and all legal and administration fees	N/A	N/A
VIOLATIONS REGARDING OBSERVER REQUIREMENTS			
Observer violations, or violations which place the sector's ability to comply with requirements of the observer programs in jeopardy.	Written notice, up to \$5,000 fine	Written notice, up to \$10,000 fine, and up to Stop Fishing notice until remedy implemented	Written warning, up to \$30,000 fine, and up to Stop Fishing notice until remedy implemented

1
2
3

6. APPENDIX 1: SHS2 BOARD OF DIRECTORS

Frank Patania

Tory Bramante

Chip Wilson

Maggie Raymond

Ian Mayo

David Osier

4

1
2 7. APPENDIX 2: SHS2 CORPORATE CERTIFICATE OF STANDING
3

State of Maine



Department of the Secretary of State

I, the Secretary of State of Maine, certify that according to the provisions of the Constitution and Laws of the State of Maine, the Department of the Secretary of State is the legal custodian of the Great Seal of the State of Maine which is hereunto affixed and of the reports of organization, amendment and dissolution of corporations and annual reports filed by the same.

I further certify that SUSTAINABLE HARVEST SECTOR II is a duly organized nonprofit corporation without capital stock under the laws of the State of Maine and that the date of incorporation is March 07, 2016.

I further certify that said nonprofit corporation has filed annual reports due to this Department, and that no action is now pending by or on behalf of the State of Maine to forfeit the charter and that according to the records in the Department of the Secretary of State, said nonprofit corporation is a legally existing nonprofit corporation in good standing under the laws of the State of Maine at the present time.



In testimony whereof, I have caused the Great Seal of the State of Maine to be hereunto affixed. Given under my hand at Augusta, Maine, this first day of March 2023.

Shenna Bellows

Shenna Bellows
Secretary of State

APPENDIX 3: ASM PROGRAM 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:

- Increased number of coastal and marine ecosystems maintained at a healthy and sustainable level
- Increased social and economic value of the marine environment and resources (e.g., seafood, recreation, and tourism)
- Increased number of acres and stream-miles restored for coastal and ocean species

1 Increased number of protected species in a stable condition or in an
2 upward trend
3 Increased number of managed species that are at optimum levels
4 Improved ecological conditions in coastal and ocean protected areas
5

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

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

33 Every sector should equally be covered. The coverage rates apply to the
34 trip level. At-Sea Monitors will be systematically assigned by NMFS to
35 a vessel to ensure the coverage is fair and even. Several types of
36 fishing gear may be used: longline, trawl, and gillnet. A monitored
37 trip must be a trip where landings of groundfish occur (a "groundfish",
38 "skate" or "monkfish" trip as defined in Amendment 16). At-Sea
39 Monitoring standards will be consistent with the final regulations
40 implemented under Amendment 23, unless further specified by NMFS. As
41 described in the rule, Northeast Fisheries Observer Program (NEFOP)
42 observers take precedence over At-Sea Monitors for vessel placement
43 when deployments overlap.

44 AT-SEA MONITOR PROGRAM OBJECTIVES

45 NMFS has an extensive program to monitor and observe living marine
46 resources and associated communities to provide information on biota,
47 their habitats, and the human activities and actions that may impact
48 coastal and ocean ecosystems. Data are the foundation of scientific
49 advice, which provides information to management to support decision-
50 making. A more consistent flow of high quality, credible information is
51 required to improve decision-making. To collect the quantity and
52 quality of data necessary, NMFS intends to improve its capacity to
53 conduct surveys and to conduct research and studies for better
54 understanding of ecosystems. These efforts rely on extensive

1 collaboration with fisheries participants and other stakeholders in the
2 living marine resource decision process.

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

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

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

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

29 SCOPE AND OUTCOMES

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

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

40 Policies and Regulations

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

49 Magnuson-Stevens Fishery, Management, and Conservation Act (MSA)
50 Marine Mammal Protection Act (MMPA)

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

16 PERFORMANCE WORK STATEMENT

17 The contractor shall meet all requirements of the SOW.

18 Management Requirements

19 Project Management

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

32 Project Manager

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

40 Coordinators

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

1 Management Reporting and Coordination

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

8 Performance Measures

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

11 Operational Requirements

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

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

21 At-Sea Monitor Recruitment and Retention Requirements

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

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

33 Eligibility Requirements

34 Educational Qualifications

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

41 Non-Conflict of Interest

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

43 Physical/Medical Condition

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

1 Communication Skills

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

4 Citizenship or Ability to Work Legally in the United States

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

8 Statement of No Criminal Conviction

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

10 CPR and First Aid Requirements

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

18 At-Sea Monitor Standards of Conduct

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

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

25 General Observer Duties and Data Collection Requirements - Fishery

26 Observer I, II, and III

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

38 Observer/At-Sea Monitors shall collect data on fishing effort,
39 location, retained catch and discarded catch for each gear
40 deployment that occurs while the observer/At-Sea Monitor is
41 aboard the vessel. The At-Sea Monitor Sampling Manual describes
42 data collection protocols for gear deployment that the
43 observer/At-Sea Monitor sees as well as those not observed.

44 Observer/At-Sea Monitors shall collect length samples from segments
45 of the catch. Observer/At-Sea Monitor protocols, priorities, and
46 data/sample collection procedures are detailed in the At-Sea
47 Monitor Manual.

1 Observer/At-Sea Monitors shall collect information on any
2 incidentally captured sea turtles, including, but not limited to,
3 location of take, biopsies, measurements, photos, and any other
4 information. Observer/At-Sea Monitors shall also collect
5 information on any marine mammals or other protected species
6 interactions. When protected species are caught, the primary
7 responsibility of the observer/At-Sea Monitor shall be to handle
8 and release the protected species.

9 Observers shall participate in all training, briefings and
10 debriefings as required by the COTR. Observer/At-Sea Monitors
11 shall participate in port orientations, if offered by NMFS and
12 requested by the COTR (Section B – Supplies or Services and
13 Prices/Costs Training CLIN 0003, 1003, and CLIN 2003. Debriefing
14 of the observer/At-Sea Monitor ensures that the data are complete
15 and as accurate as possible before computer audits are run.
16 Debriefing also provides immediate feedback to the observer/At-
17 Sea Monitor in the field and errors can be corrected immediately.
18 Debriefings shall occur on a regular basis and as frequently as
19 possible either by email, phone or in person. Debriefings shall
20 consist of but are not limited to:

21 Reviewing sampling methods and answering Observer/At-Sea Monitor
22 questions;
23 Reviewing preliminary data;
24 iii) Correcting any data errors;
25 Reviewing any other past errors or changes in sampling techniques
26 or recorded on forms;
27 Reviewing any logistical problems or concerns encountered by the
28 observer/At-Sea Monitor; and
29 Testing observer/At-Sea Monitor ability to adhere to sampling
30 protocol
31 Checking gear calibration
32 Providing the observer/At-Sea Monitor with any updates on
33 modifications to sampling procedures or other program
34 information.

35 Observer/At-Sea Monitors who encounter captains or vessels' owners
36 operating in fisheries requiring mandatory observer/At-Sea
37 Monitor coverage that refuses to accept the observer/At-Sea
38 Monitor on their vessel for deployments shall provide
39 documentation of the refusal to NMFS. This documentation shall be
40 provided via e-mail or hard copy to the Branch Chief of the
41 Fisheries Sampling Branch on the day of the event. This
42 documentation shall be of sufficient substance and detail to be
43 usable for NMFS enforcement actions. Narrative shall be provided
44 to completely answer the following guideline questions: who,
45 what, when, and where. This shall be reported on the Incident
46 Report Form (Section J, Attachment 8, Incident Report Form).

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

53 Fishery Observer/At-Sea Monitor I – Performance Requirements and Labor
54 Category Definition – The Fishery observer/At-Sea Monitor I shall
55 meet and perform all the General Requirements specified in C.4.3.2a
56 and the following:

1 Performs routine tasks associated with recurring and continuing work
2 according to prescribed or established procedural standards and
3 technical methods assigned.

4 Assures that tasks are completed, data developed, methods used in
5 securing and verifying data are technically accurate and in
6 compliance with instructions and established procedures.

7 Makes estimates of amounts and species composition of fish caught,
8 retained and discarded, using at a minimum, simple, single stage
9 sampling techniques and dichotomous keys.

10 According to established standards and detailed procedures, records
11 data on appropriate forms and logs, some of which may be
12 electronic.

13 Maintains field equipment and supplies.

14 Collects scientific, management, compliance information, and make
15 observations of fishing operations.

16 Use and complete a pre-boarding vessel safety checklist.

17 Measures selected portions of catch including incidentally caught
18 marine mammals, sea birds and sea turtles.

19 Uses calculator and/or PC for calculations and recording data.

20 Obtains, enters and transfers data electronically.

21 Obtains and records information on gear characteristics of fishing
22 gear types while working either on board vessels, on an
23 alternative platform, or at a shore-based facility.

24 Uses interpersonal and communication skills to contact fishermen and
25 schedule observer/At-Sea Monitor sampling trips.

26 Observes and documents compliance with fishery regulations, and
27 write affidavits as required.

28 **Fishery Observer/At-Sea Monitor II - The Fishery observer/At-Sea**
29 **Monitor II shall meet and perform all the General Requirements**
30 **specified in C.4.3.2a, perform all duties of Fishery observer/At-Sea**
31 **Monitor I and the following additional duties:**

32 Independently executes duties, while learning when and how to
33 resolve exceptions and special problems.

34 Estimate amounts and species composition of fish caught, retained
35 and discarded, utilizing knowledge of various statistically valid
36 sampling methods and dichotomous keys.

37 Measure selected portions of catch including incidentally caught
38 marine mammals, sea birds and sea turtles.

39 Uses calculator and/or PC for calculations and recording data.

40 **Fishery Observer/At-Sea Monitor III - The Fishery Observer/At-Sea**
41 **Monitor III shall meet and perform all the General Requirements**
42 **specified in C.4.3.2a, perform all duties of Fishery observer/At-Sea**
43 **Monitor II and the following additional duties:**

44 May act as field coordinator of lower graded fishery observer/At-Sea
45 Monitors.

46 Demonstrates extensive familiarity of methods, procedures and
47 management to ensure proper day-to-day operations.

48 Shifts from one type of responsible technical assignment to other
49 types, which are different in terms of equipment used, of data
50 used, and uses to which data will be put.

51 Makes estimates of amounts and species composition of fish caught,
52 retained and discarded, utilizing knowledge of various
53 statistically valid sampling, sub-sampling methods and
54 dichotomous keys.

55 According to established standards and detailed procedures, records
56 data on appropriate forms and logs, some of which may be
57 electronic and provide recommendations for updates.

Oversees the maintenance of field equipment and supplies.
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.

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.

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

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

11 At-Sea Monitor Support Services

12 Logistic and Operation Support for At-Sea Monitor Deployment

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

17 Training and Debriefings

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

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

31 At-Sea Monitor candidates shall undergo an initial 2-week certification
32 training session with NMFS. A series of tests will be administered
33 during this training that candidates must pass prior to certification.
34 Candidates must demonstrate their potential to collect accurate field
35 data, and react to unfamiliar situations at sea in a professional
36 manner. NMFS personnel as well as specialists in other areas such as
37 vessel safety shall conduct training. Refresher training sessions will
38 be conducted when data logs or protocols change, at the discretion of
39 the COTR, or when there has been over six months service interruption
40 for the At-Sea Monitor. At-Sea Monitors shall be required to attend an
41 annual refresher course for data collection, species identification,
42 and vessel safety. In order for the At-Sea Monitor to maintain a
43 current certification they must successfully complete the
44 recertification training. Three trainings are scheduled for each year
45 (planned trainings will be posted on the FSB website). The contractor
46 shall provide NMFS with at least 45 calendar days prior notice when a
47 training session is needed and identify any foreign nationals that may
48 be attending training (it takes a minimum of 30 working days for
49 foreign national clearance) as referenced in Section F.5.9. For
50 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 candidates resume
- a hard copy (mailed to the COTR) of the candidates college transcript
- a hard copy (mailed to the COTR) of reference checks from three individuals for each candidate (name of individual providing reference, association with At-Sea Monitor, how long they have known the candidate, contact information (phone number, e-mail), and information about the At-Sea Monitor's past performance)

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

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

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

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

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

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

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

1 certified. If the data quality is not considered acceptable, the At-Sea
2 Monitor will not be certified by NMFS at that time.

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

16 At-Sea Monitor trip trainers taking their training assignment trips
17 with NMFS personnel may bill the cost of a seaday under CLINS 0003,
18 1003 and 2003. When two At-Sea Monitors are on a vessel for the days a
19 certified At-Sea Monitor trip trainer is accompanying a new At-Sea
20 Monitor then the new At-Sea Monitor should be billed under CLINS 0001,
21 1001 and 2001. The certified trainer would be billed as a seaday under
22 CLINS 0003, 1003 and 2003. NMFS determines the number of trainers
23 needed based on how many At-Sea Monitors are currently working, what
24 the demand for new At-Sea Monitors is, and what the projected training
25 schedule looks like. NMFS currently has 12 certified At-Sea Monitor
26 trip trainers and would expect to maintain that level. At-Sea Monitors
27 certified as trip trainers must be geographically representative of the
28 ports ASM At-Sea Monitors cover to accommodate all new trainees.

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

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

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

49 At-Sea Monitors shall be expected to remain as active At-Sea Monitors
50 or serve in other capacities directly related to the Northeast
51 Fisheries At-Sea Monitor Program (e.g. program management) for at least
52 one (1) year after training. The contractor shall reimburse the
53 Government for training expenses for any At-Sea Monitors terminating
54 their At-Sea Monitor employment with the contractor within one (1) year

1 of completing the NMFS training. This will be done by issuing a credit
2 for the next training session. For example, if three (3) At-Sea
3 Monitors leave the program prior to completing one (1) year of
4 employment, at the next training, three (3) individuals' training costs
5 (Section B Supplies or Services and Prices/Costs Training CLINS 0003,
6 1003, and 2003) and hourly wages associated with the training (Section
7 B Supplies or Services and Prices/Costs Hourly Rate At-Sea Monitor
8 CLINS 0004, 1004 and 2004) will not be billed to the Government.

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

12 NMFS may request an At-Sea Monitor be accompanied by a NMFS staff
13 member on a future trip. The contractor shall assist with the setting
14 up these shadow trips (Section J, Attachment 18, Shadow Trip
15 Program). The contractor shall make At-Sea Monitors available to NMFS
16 (Enforcement and FSB staff) for the purposes of routine debriefings,
17 requested meetings regarding data quality issues, investigating
18 circumstances of alleged refusals by vessels to take an At-Sea Monitor
19 or other violations of the Magnuson-Stevens Fishery Conservation Act
20 (MSA), Marine Mammal Protection Act (MMPA), or the Endangered Species
21 Act (ESA) recorded by the At-Sea Monitor in the course of his/her
22 duties (Section B Supplies or Services and Prices/Costs Training CLINS
23 0003, 1003 and 2003) and hourly wages associated with the training
24 (Section B Supplies or Services and Prices/Costs Hourly Rate At-Sea
25 Monitor CLINS 0004, 1004 and 2004). All At-Sea Monitors shall call
26 their editor/debriefer prior to making a trip in a fishery or
27 program covered for the first time.

28 Data Quality Control

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

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

39 At-Sea Monitor Equipment, Operation and Maintenance

40 The contractor shall provide all materials and equipment necessary for
41 the collection of data and biological sampling (Section J, Attachment
42 20, ASM Gear List). The contractor shall maintain and replace lost gear
43 to ensure the At-Sea Monitor is able to carry out his/her sampling
44 duties. For items listed with a brand name, the contractor shall
45 provide the equivalent quality to the brand listed.

46 The gear and equipment, purchased and charged to the Government in the
47 performance of the contract becomes Government property at the end of
48 the contract. Equipment and gear should be inspected and repaired in
49 accordance with manufacturers specification as needed and at a minimum
50 of once per year. Newly acquired gear must be of the same quality as
51 the originally provided Government gear. At-Sea Monitor gear and

1 contractor's tracking and maintenance of such gear is subject to
2 periodic audit by the Government. The Government retains the right to
3 modify gear specifications and requirements to meet research collection
4 needs.

5 Travel and Lodging

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

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

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

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

26 Vessel Selection

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

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

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

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

28 Cost Reimbursement is authorized for At-Sea Monitors for the time
29 associated with a "no show". The maximum amount of time for a no show
30 is up to 2.5 hours. The At-Sea Monitor must arrive 30 minutes prior to
31 the scheduled departure time and remain at the designated area for up to 2
32 hours following the scheduled departure time. Travel to and from the
33 site and per diem are not included unless conditions in C.4.3.5 are
34 met. Any costs billed for a "no show" will be billed against CLINS
35 0004, 1004 and 2004. There will be no reimbursement for situations in
36 which it is the At-Sea Monitor's fault for missing the trip or no
37 attempt was made to communicate with the captain prior to taking the
38 trip. A travel voucher (Section J, Attachment 21, At-Sea Monitor Travel
39 Voucher) is required for proper reimbursement.

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

49 Safety Requirements

50 Vessels must be in compliance with the At-Sea Monitor Health and Safety
51 Regulations before an At-Sea Monitor is deployed
52 ([https://www.federalregister.gov/documents/2007/11/01/E7-21550/magnuson-stevens-act-](https://www.federalregister.gov/documents/2007/11/01/E7-21550/magnuson-stevens-act-provisions-general-provisions-for-domestic-fisheries-observer-health-and-safety)
53 [provisions-general-provisions-for-domestic-fisheries-observer-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 (Section

J, Attachment 23) that will be performed by the At-Sea Monitor with the assistance of the captain or designee prior to deployment. If the vessel fails to pass the Pre-Trip Vessel Safety Checklist, the At-Sea Monitor shall not sail on the vessel and shall complete Safety Deficiency Report (Section J, Attachment 22, Safety Deficiency Report), which shall be provided to the captain and NMFS.

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

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

(Section J, Attachment 23) to NMFS.

Communication

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

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

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

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

Notification of Potential Infractions

The contractor shall immediately notify the COTR of any potential violation of the Rules and Regulations that implement the Fishery Management Plan under the Magnuson-Stevens Fishery Conservation and Management Act, Marine Mammal Protection Act or Endangered Species Act or any regulations that govern the At-Sea Monitor program, including but not limited to: vessels failing to provide adequate notification prior to departing, failing to take an At-Sea Monitor, incidents of At-Sea Monitor interference, harassment, or intimidation. The contractor shall ensure that each returning At-Sea Monitor is debriefed for incidents of intimidation, interference, or harassment within twelve

1 (12) hours of trip landing as referenced in Section F.5.14. Reported
2 incidents of the vessel failing to take an At-Sea Monitor or incidences
3 of the contractor failing to handle incidents of interference,
4 harassment or intimidation of At-Sea Monitors will be investigated by
5 NMFS.

6 Vessel Operations and Working Conditions

7 Fishing vessels routinely operate out of ports from New York to Maine
8 (Section J, Attachment 24, Location of ASM Trips in 2010). Trips can
9 range from 1-14 days in duration. The vessels operate in ocean waters,
10 3-200 miles offshore in all weather conditions. Vessels are generally
11 30-150 feet in length. Crew members and At-Sea Monitors live and sleep
12 in cramped quarters, often in damp conditions and share common
13 facilities. On some vessels, the crew does not speak English. At-Sea
14 Monitors must be willing to travel occasionally to cover locations
15 other than their primary ports.

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

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

32 Data Quality

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

35 Failure to deliver data from an observed sea day includes:

36 All data must be delivered at the required time frame, as specified by
37 NMFS.

38 Data must not be fraudulent or of such poor quality as to be unusable
39 (i.e. if determined to be fraudulent or unusable within 90 days of
40 receipt of the data).

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

1 regarding At-Sea Monitor activities, as well as any At-Sea Monitor
2 injuries aboard vessels or on docks to NMFS.

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

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

12 Contractor Standards of Conduct

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

18 At-Sea Monitor Termination Documentation

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

26 Emergency Action Plan

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

36 Quality Assurance Plan

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

1 PERFORMANCE MONITORING

2 Quality Assurance Surveillance Plan

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

5 SECURITY RISK LEVEL DESIGNATIONS

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

8 Program Manager

9 SECURITY RISK = Low

10 Coordinator

11 SECURITY RISK = Low

12 Observer I, II, III

13 SECURITY RISK = Low

14
15 Investigation Packages

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

22 0 - 30 days = Security Worksheet, Finger Print Cards (FD 258 Cards)

23 31 - 179 days = Security Worksheet, SAC Form (OFI Form 86C), Finger
24 Print Cards (FD 258 Cards)

25 180 or greater days = EQIP Package

26 Security Worksheet

27 Electronic Questionnaire (filled out after applicant has been placed
28 in EQIP)

29 EQIP Signature pages (generated after applicant has completed
30 Questionnaire in EQIP)

31 Declaration for Federal Employment (Optional Form 306)

32 Finger Print Cards (FD 258 Cards)

33 Fair Credit Reporting Form (filled out based on position
34 sensitivity)

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

37 Foreign Nationals is anyone who is a non-U.S. citizen or non-green card
38 holder (aka permanent resident card). Foreign Nationals fall into two
39 categories: Visitors or Guests. Visitors are personnel onsite for up to
40 3 days; or whom will be attending a conference, workshop, or training
41 (which can go up to 5 days). Guests are personnel who will be onsite
42 over 3 days and who do not fall into the 5 day category listed above.
43 All Foreign National Visitor/Guests information must be submitted
44 through the Foreign National Registration System (FNRS) by NMFS.

1 CLAUSES INCORPORATED BY REFERENCE

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

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

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

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

8

9

Appendix 4: 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.

EM Requirements

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

Vessel Operator Requirements

- A vessel using EM may still be selected for NEFOP or NEFOP Limited coverage and must carry a NEFOP or NEFOP Limited observer if selected. The NEFOP program is necessary to collect biological data and satisfy Standardized Bycatch Reporting Methodology, Marine Mammal Protection Act, and Endangered Species Act requirements. The EM system must be operational and the vessel operator and crew must comply with catch handling protocols when carrying a NEFOP or NEFOP Limited observer.
- The EM system, associated equipment, vessel trips reports, VMP, and other records must be available for inspection upon request by NOAA Fisheries staff.
- A vessel operator must ensure the EM system is fully operational during a sector trip, including:

- 1 ○ Maintaining power to the EM system at all times for the duration of the trip.
- 2 ○ Ensuring the EM system is operating, recording, and retaining the recording for the duration
- 3 of every trip.
- 4 ○ Maintaining clear and unobstructed camera views at all times.
- 5 ○ Ensuring lighting is sufficient in all circumstances to illuminate catch so that catch and
- 6 discards are visible and may be identified and quantified as required.
- 7 • A vessel operator and crew must comply with the NMFS-approved VMP at all times.
- 8 • A vessel owner or operator must submit all EM data for all EM sector trips to the EM provider in
- 9 accordance with program requirements (e.g., method and timing):
- 10 ○ Each trip's EM data must be submitted to the EM service provider within 7 calendar days
- 11 following completion of the trip.
- 12 • Vessels using maximized retention electronic monitoring must retain all fish from each allocated
- 13 regulated species, regardless of length.

14 **Vessel Monitoring Plan Requirements**

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

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

- 43 • Vessels using maximized retention electronic monitoring must participate in either an
- 44 independent third party dockside monitoring program approved by NMFS, or the dockside
- 45 monitoring program operated by NMFS, as instructed by NMFS.
- 46 • The vessel operator must notify the DSM program of its intention to sail prior to beginning a
- 47 sector EM trip. The notification schedule (e.g., upon sailing or in advance) and method (i.e., text,

VMS) will depend on the nature of the vessel's activity (e.g., day boat vs trip boat vessels) and will be described in the vessel's VMP.

- The vessel operator or dealer must provide an offload time to the DSM program in advance of landing. The advance notice of landing and offload schedule will be dependent on the nature of the vessel's activity (e.g., day boat vs trip boat vessels) and will be defined in the vessel's VMP. The standard advance notice is as follows:
 - 4 hours for day boat vessels.
 - 48 hours for trip boat vessels.
 - For trip boat vessels, the vessel operator or dealer will provide the DSM program with a haul weight for the total catch of allocated groundfish 24 hours prior to offload.
- The vessel operator, crew, and dealer must offload all allocated groundfish in the presence of the DSM. The vessel operator and crew may not begin offloading unless a DSM is present or they have received a waiver from the DSM program.
 - In the event that a DSM is not available to observe an offload, the vessel operator may request a waiver by contacting the DSM coordinator. Waivers may be granted at the NEFSC's discretion.
- All fish below the minimum size must be offloaded before other fish that meet the minimum size and must be provided to the dockside monitor at the sampling station.
- The vessel operator and crew must retain all allocated groundfish categorized as LUMF and sort it separately from any sublegal catch to facilitate data collection by a dockside monitor.
- The vessel operator and crew, or dealer personnel, must separate sublegal allocated groundfish catch by species. The vessel operator and crew may NOT combine sublegal and terminal legal-sized market category catch for any species.
- The vessel operator must allow the DSM access to the fish hold immediately following the offload in order to confirm all allocated groundfish were offloaded. A vessel representative must observe/accompany the DSM during the hold inspection. The vessel representative must provide support for the DSM to safely embark and disembark the vessel (e.g., ladders/steps/assistance etc.).
- The primary dealer is required to retain all sublegal allocated groundfish catch in order to be weighed and sampled by the DSM.
- Dealers are required to clearly mark all containers containing sublegal catch to facilitate tracking, and are required to provide settlement documents to the DSM program for any allocated groundfish forwarded to secondary dealers.
- Dealers must report landings of all fish, including those below the minimum size.
- Dealers are required to provide DSMs with access to facilities equivalent to what is provided to the dealer's staff, including: A safe sampling station, with shelter from weather, for DSMs to conduct their duties and process catch; access to bathrooms; and access to facilities for washing equipment with fresh water.
- Dealers must provide settlement documents to the DSM program

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.
- An EM service provider must provide of the following information pertaining to EM video reviewer candidates to NOAA Fisheries 30 working days before the beginning of the training:
 - A list of the individuals attending;
 - A copy of each person's resume;
 - Reference checks (name of individual providing the reference, association with the video reviewer, contact information (phone number, email), and information about the EM reviewer's past performance);
 - Security checks must be initiated (NOAA Fisheries will provide Form 65-7 Request for Security Assurance);
 - A copy of each candidate's transcripts; and
 - Supporting documentation to verify candidates.
- An EM service provider must provide a notification of new video review hires to NOAA Fisheries two weeks prior to the contractor/employee(s) projected start date for US Citizens. The notification requirement for all Foreign Nationals is a minimum of 30 days. The following information must be provided for each contractor/employee: Full name, phone number, and

1 electronic mail address. NOAA Fisheries understands that a new hire list may change frequently
2 before the start of training; however, a final list of candidates must be provided to NOAA
3 Fisheries one week prior to the start of training. NMFS retains the right to reject any EM video
4 reviewer proposed by the EM service provider if his or her qualifications or do not meet the
5 standards or their work has been performed at an unsatisfactory level on previous projects, or if
6 their behavior on other projects has been disruptive.

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

- 1 • An EM service provider must use NOAA Fisheries data systems in the management of EM data,
2 including but not limited to:
 - 3 ○ An EM service provider must submit all required data elements for a trip (i.e., groundfish
4 discards and other information) as described in the Video Reviewer Guidance document via
5 an EM Detail File.
 - 6 ○ An EM service provider must submit EM Detail Files to NOAA Fishery Monitoring via the
7 NEMIS API. Data must be formatted according to the API specifications. The API
8 documentation describes the data file format, the data structure, and all annotation codes
9 required for data submission to the API. The API documentation is provided in a commonly
10 used standardized format;
 - 11 ○ An EM service provider must use the NOAA Fishery Monitoring Web Portal to manage EM
12 data, including but not limited to tracking: Trips, video review status, video review staff
13 certifications, and more;
 - 14 ○ An EM service provider must use NOAA's VMP software, VMAN, for VMP submittals,
15 approvals, and updates; and
 - 16 ○ An EM service provider must sign a non-disclosure agreement to access government
17 databases and systems.
- 18 • An EM service provider must ensure all EM data is collected and transmitted in a manner that
19 ensures data integrity and protects confidential business information.
 - 20 ○ An EM service provider must securely store EM data for a period of time as specified by
21 NMFS' policy directive. An EM service provider must retain and store the raw EM data,
22 reports, and other vessel EM trip records for a period of 12 months after catch data is
23 finalized for the fishing year. NMFS will notify providers of the catch data finalization date for
24 each year, typically occurring in July of the following year. EM data must be stored securely,
25 whether on hard drives, local servers, or via cloud storage services. EM data must be released
26 to NMFS personnel and authorized officers, or as otherwise authorized by the owner of the
27 vessel.
- 28 • An EM service provider must provide NMFS, and its authorized officers and designees, access to
29 all EM data immediately upon request.
- 30 • An EM service provider must provide NMFS with all software necessary for accessing, viewing,
31 and interpreting the data generated by the EM system, including submitting the agency's
32 secondary review data to the API and maintenance releases to correct errors in the software or
33 enhance software functionality.
 - 34 ○ An EM service provider's software must support a "dual user" system that allows NMFS to
35 complete and submit secondary reviews to the API.
 - 36 ○ An EM service provider's software must allow for the export or download of EM data in order
37 for the agency to make a copy if necessary.
 - 38 ○ An EM service provider must provide a software training for NOAA Fisheries staff.
- 39 • An EM service provider must provide the following to NMFS upon request:
 - 40 ○ Assistance in EM system operations, diagnosing/resolving technical issues, and recovering
41 lost or corrupted data;
 - 42 ○ Responses to inquiries related to data summaries, analyses, reports, and operational issues;
 - 43 ○ Access to video reviewers for debriefing sessions;
 - 44 ○ Technical and expert information, if EM data are admitted as evidence in a court of law. All
45 technical aspects of a NOAA Fisheries-approved EM system may be analyzed in court for,
46 inter alia, testing procedures, error rates, peer review, technical processes, and general
47 industry acceptance. To substantiate the EM system data and address issues raised in
48 litigation, an EM service provider must provide information, including but not limited to:
 - 49 ■ If the technologies have previously been subject to such scrutiny in a court of law, a brief
50 summary of the litigation and any court findings on the reliability of the technology.

- 1 ○ A copy of any contract between the EM service provider and sectors requiring EM services;
- 2 ○ EM data and other records specified in the regulations at § 648.11(l)(ii).
- 3 • An EM service provider must provide feedback to vessels following a trip on the vessel operator
- 4 and crew's catch handling and camera maintenance. The EM service provider must also provide
- 5 a copy to NMFS upon request.
- 6 • An EM service provider must notify NMFS via an incident report submitted in the NOAA Fishery
- 7 Monitoring Web Portal within 24 hours after the EM service provider becomes aware of any of
- 8 the following:
- 9 ○ Any information, allegations, or reports regarding possible harassment of EM program staff
- 10 (e.g., video reviewers, technicians, dockside monitors);
- 11 ○ Any information, allegations, or reports regarding possible EM system tampering;
- 12 ○ Any information, allegations, or reports regarding EM service provider staff conflicts of
- 13 interest; and
- 14 ○ Any other information pertaining to noncompliance with program requirements, as
- 15 specified by NMFS.
- 16 • Performance issues may affect a provider's eligibility for approval as an EM service provider
- 17 and/or individual EM video reviewer certifications.

18 **NMFS Responsibilities**

19 NMFS is responsible for the following:

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

37 **NOAA Fisheries Audit Model EM Program**

38 **Program Goal**

39 The goal of the audit model EM program is to use cameras to validate the groundfish

40 discards reported on a vessel's eVTR for use in catch accounting.

41 **Audit Model EM Program Description**

42 Attached is a description of the Audit Model EM program. A sector utilizing the Audit Model

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

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

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

NOAA Fisheries Maximized Retention EM Program

Under this model, the vessel operator and crew are required to retain and land all catch of allocated groundfish, including fish below the minimum size that they would otherwise be required to discard, on all sector EM trips. Unallocated groundfish and non-groundfish species must be handled in accordance with standard commercial fishing operations. Any allowable discards must occur at designated discard control points described in the vessel’s VMP. EM data from the trip will be reviewed by the EM service provider to verify that the vessel operator and crew complied with the catch retention requirements. A DSM will meet the vessel at port upon its return from each trip to observe the offload and collect information on the catch.

Program Goal

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

Maximized Retention EM Program Description

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

Description of the Maximized Retention Process

- During each sector EM trip taken by a vessel, the EM system records all fishing activity onboard the vessel. The vessel operator and crew sort fish and make any allowable discards within view of the cameras in accordance with the catch handling protocols described in the vessel's VMP.
- The vessel operator and crew must adhere to the following catch handling requirements:
 - Retain and land all catch of allocated groundfish, including any sublegal-size catch;
 - Discard unallocated groundfish stocks (i.e., windowpane flounder, ocean pout, wolffish, Atlantic halibut) at designated discard control points;
 - Handle all other species in accordance with standard commercial fishing operations, including adhering to possession limits for halibut (i.e., one fish per trip) and non-groundfish species; and
 - Retain allocated groundfish categorized as LUMF. All LUMF must be kept and landed. LUMF must be sorted separately from sublegal-size groundfish catch.
- The vessel operator and crew must adhere to the following reporting requirements:
 - Communicate with the DSM to facilitate the data collection process at the end of each trip. This includes:
 - The vessel operator must notify the DSM program of its intention to sail prior to beginning a sector EM trip. The notification schedule (e.g., upon sailing or in advance) and method (i.e., text, VMS) will depend on the nature of the vessel's activity (e.g., day boat vs trip boat vessels) and will be described in the vessel's VMP.
 - The vessel operator or dealer must provide an offload time to the DSM program in advance of landing. The advance notice of landing and offload schedule will be dependent on the nature of the vessel's activity (e.g., day boat vs trip boat vessels) and will be defined in the vessel's VMP. The standard advance notice is as follows:
 - 4 hours for day boat vessels.
 - 48 hours for trip boat vessels.
 - For trip boat vessels, the vessel operator or dealer will provide the DSM program with a hail weight for the total catch of allocated groundfish 24 hours prior to offload.
 - The vessel operator must report any discard events on the eVTR, consistent with standard eVTR reporting requirements.
- The vessel operator and crew and the offloading dealer of a maximized retention vessel must accommodate the DSM program:
 - The vessel operator, crew, and dealer must offload all allocated groundfish in the presence of the DSM. The vessel operator and crew may not begin offloading unless a DSM is present or they have received a waiver from the DSM program.
 - In the event that a DSM is not available to observe an offload, the vessel operator may request a waiver by contacting the DSM coordinator. Waivers may be granted at the NEFSC's discretion.
 - The vessel operator must allow the DSM access to the fish hold immediately following the offload in order to confirm all allocated groundfish were offloaded. A vessel representative must observe/accompany the DSM during the hold inspection. The vessel representative

- 1 must provide support for the DSM to safely embark and disembark the vessel (e.g.,
2 ladders/steps/assistance etc.).
- 3 ○ The vessel operator and crew or dealer personnel must separate sublegal allocated
4 groundfish catch by species. The vessel operator and crew may NOT combine sublegal and
5 terminal legal-sized market category catch for any species.
 - 6 ○ The vessel operator and crew must retain all allocated groundfish categorized as LUMF and
7 sort it separately from any sublegal catch to facilitate data collection by a dockside monitor.
 - 8 ○ In the event of a truck offload, sublegal catch must be loaded into totes, sealed and tagged for
9 inspection by DSM. Totes will be tagged on camera and opened by DSM at inspection site to
10 prevent tampering.
 - 11 ○ In the event of multiple offloads, the vessel operator and crew must arrange for a DSM to be
12 present at each one.
- 13 • Dealers must allow dockside monitors access to their premises, scales, and any fish received from
14 vessels participating in the maximized retention electronic monitoring program.
 - 15 • Dealers must facilitate dockside monitoring for vessels participating in a maximized retention
16 electronic monitoring program, including:
 - 17 ○ Provide a safe sampling station, including shelter from weather, for dockside monitors to
18 conduct their duties and process catch, that is equivalent to the accommodations provided to
19 the dealer's staff.
 - 20 ○ Allow dockside monitors access to bathrooms equivalent to the accommodations provided to
21 the dealer's staff.
 - 22 ○ Allow dockside monitors access to any facilities for washing equipment with fresh water that
23 are provided to the dealer's staff.
 - 24 • Dealers must process fish for vessels participating in a maximized retention electronic monitoring
25 program consistent with the following requirements:
 - 26 ○ Offload all fish below the minimum size, report fish below the minimum size by species, and
27 provide the dockside monitor access to those at the safe sampling station.
 - 28 ○ Sort by species all unmarketable fish from other fish, when identifiable to species.
 - 29 ○ Clearly identify, mark, or label all containers with fish below the minimum size as containing
30 undersized fish, the fishing vessel from which they were offloaded, and the date of offloading.
 - 31 • Report all fish below the minimum size, and all unmarketable fish, as instructed by NMFS.
32 Selection of maximized retention trips for review:
 - 33 ○ Sector EM trips are selected for review when NMFS receives the eVTR for a trip. Trips will be
34 randomly selected and each trip has the same probability of being selected for review. The
35 video review rate for fishing year 2023 will be announced at a later date.
 - 36 ○ The sampling unit selected for review will be a complete trip.
 - 37 ○ A list of trips selected for review are loaded into the NOAA Fishery Monitoring Web Portal on
38 a weekly basis. EM service providers may access the trip selection list via the Web Portal.
 - 39 ○ The EM service provider completes the primary video review, which includes:
 - 40 ▪ Review of all raw sensor and image data to confirm completeness of trip;
 - 41 ▪ Review of sensor data to annotate start/end times and locations, and identify number of
42 hauls;
 - 43 ▪ Review hauls to annotate any discard events and generate the EM Detail File according to
44 specifications provided by NMFS; and
 - 45 ▪ Submit the EM Detail File to the NEMIS API.
 - 46 ○ The EM service provider should complete the primary video review and submit the EM Detail
47 Report within 10 business days of the trip selection.
 - 48 • NMFS will use the same catch accounting methodology used for ASM vessels to account for
49 discards for the maximized retention EM program (i.e., observed trips and discard rates):
50

- 1 ○ Trips observed by a NEFOP observer will be charged ACE based on actual discards, if any are
- 2 recorded by the observer; and
- 3 ○ Trips that are not observed by a NEFOP observer will receive:
- 4 ▪ A discard rate of zero for allocated groundfish stocks; and
- 5 ▪ A non-zero discard rate based on NEFOP data for unallocated groundfish stocks.
- 6 ○ The maximized retention EM program will be assigned a separate discard rate strata from
- 7 ASM vessels.
- 8 • NMFS will use dealer data to account for all landed catch with regards to catch accounting,
- 9 including sublegal-sized catch.
- 10 • DSM data will be compared to dealer data to verify that dealers are accurately reporting sublegal
- 11 catch.

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