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SECTOR OPERATIONS PLAN AND AGREEMENT

This NORTHEAST FISHERY SECTOR OPERATIONS PLAN AND AGREEMENT (this “Agreement”) is entered into as of **May 1, 2025** (the “Effective Date”), by and among II Northeast Fishery Sector, Inc. (“NEFS II”) and each of the Sector members identified on the attached **Exhibit C**.

Recitals

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

B. The parties to this Agreement wish to form a self-selecting voluntary sector under Amendment 16 and to do so are voluntarily entering into this Agreement for **Fishing Year 2025 (May 1, 2025-April 30, 2026) and Fishing Year 2026 (May 1, 2026-April 30, 2027)**.

Agreement

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

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

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

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

7 2.1 Rule of Three Requirement: Amendment 16 to the NE multispecies, FMP defines a
8 sector as a group of three or more persons, none of whom have an ownership
9 interest in the other two persons in the sector. This criterion has been fulfilled for
10 FY 2025 with the following permits, permit #320892 under the distinct ownership
11 of AGV Company Ltd., permit #250508 under the distinct ownership of Maria S.S.
12 Del Lume Corp., and permit #152364 under the distinct ownership of Cottone Inc.
13 Documentation of fulfillment of this criterion for FY 2026 will be located in **Exhibit**
14 **I** of this Agreement and will be furnished by the Sector in accordance with NMFS
15 guidance and schedule pertaining to bi-annual operation plan submission.

16 3. Member and Vessel Permits. The attached **Exhibit D** is provided in accordance with
17 the requirements of Amendment 16 that all state and federal permits held by Members or assigned to
18 Members' vessels be disclosed in each sector's annual operations plan. Documentation of fulfillment
19 of this criterion for FY 2025 will be located in **Exhibit I** of this Agreement and will be furnished by the
20 Sector in accordance with NMFS guidance and schedule pertaining to bi-annual operation plan
21 submission.

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

28 5. Distribution of Sector ACE. Each Member acknowledges that the Sector's ACE is
29 composed of allocations for each species of Northeast multispecies groundfish allocated by
30 Amendment 16 (each such species being an "Allocated Species"), and any subsequent Framework or
31 Amendment. Subject to the terms and conditions of this Agreement, each Member shall be entitled to
32 harvest or transfer an amount of the Sector's ACE, as adjusted by the Sector for retainages including

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

10 6. Sector Manager and Registered Agent. The Board shall from time to time appoint a
11 person to act as the Sector's authorized agent in all NMFS and New England Fishery Management
12 Council matters (the "Manager"), and a person to serve as the registered agent for receiving service of
13 process on behalf of the Sector (the "Registered Agent"). The procedures for appointing the Manager
14 and the Registered Agent shall be as provided in the Sector's Bylaws, as the same may be amended
15 from time to time. The Manager and the Registered Agent may be the same person. The Manager shall
16 be responsible for preparing and filing all reports required of the Sector under Amendment 16 and the
17 related regulations. Albert Cottone will serve as the registered agent for receiving service of process on
18 behalf of the Sector. The Sector will notify NMFS prior to May 1, 2025, who will act as their Manager
19 for FY 2025. Documentation of fulfillment of this criterion for FY 2025 will be located in Exhibit I of this
20 Agreement and will be furnished by the Sector in accordance with NMFS guidance and schedule
21 pertaining to bi-annual operation plan submission.

22 6.1. Communication with Sector. The Manager is the primary point of contact
23 for all communications on behalf of the Sector and all communications regarding NEFS II. At the time
24 in which this Agreement is entered into, the Board of Directors are as follows:

25 President: Joseph Orlando

26 Treasurer: Albert Cottone

27 Clerk: Susan Sandler

28 Directors: Joseph Jurek, Vincenzo Russo, Stefanie Noto, Paul Vitale,
29 Thomas Testaverde, Joseph Randazzo, Carl Bouchard, Accursio Sanfilippo, Joseph
30 Orlando, Albert Cottone, Susan Sandler, Frank Sciortino
31

1 In the event that the Board of Directors is modified, the Sector will notify NMFS of
2 such modifications. Additionally, a list of current board members can also be located at
3 <http://corp.sec.state.ma.us/corpweb/corpsearch/CorpSearch.aspx>

4 Search “II Northeast Fishery”

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

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

24 7.2. Harvest Share Use. Only Members that notify the Manager in writing on
25 or before 4/30/2025 (the “Notification Date”), and on or before any succeeding Notification Dates
26 established by the Board for FY 2025 and FY 2026 thereafter of their intention to harvest Sector ACE
27 (“**Active Members**”) may harvest Sector ACE. Each Member’s notice that such Member intends to
28 harvest Sector ACE shall identify the vessel’s to be used for such harvest. **Non-Active Members** shall
29 not harvest Sector ACE, including without limitation, their own Harvest Share. No **Active Member**
30 shall harvest an amount of Sector ACE in excess of their Harvest Share. Harvest of each **Active**
31 **Member’s** Harvest Share shall be subject to all NMFS and other management regulations generally
32 applicable to the Sector’s ACE (including but not limited to seasonal apportionments and area

1 harvest restrictions) on a discreet, individual basis, i.e., no greater percentage of each Member's
2 Harvest Share may be harvested in any season or area than the percentage of the related Sector ACE
3 allocation permitted to be harvested in such season or area. The Manager may impose and enforce
4 additional restrictions on each **Active Member's** harvest of Sector ACE authorized by this Agreement
5 or adopted by the Board.

6 7.2.1. Non-Active Members. The Members acknowledge that
7 **Active Members** are assuming certain costs and risks associated with harvesting the Sector's ACE
8 on behalf of the **Non-Active Members**, and that the **Active Members** are making certain financial
9 contributions to the Sector that are not made by **Non-Active Members**. Obligations assumed by
10 **Active Members** that are not imposed on **Non-Active Members** include but are not limited to
11 payments of the initial Membership Fee and paying Network and Sector fees in connection with
12 landings of catch harvested under the Sector's ACE. In consideration of the **Active Members**
13 assuming these costs, risks and fee obligations, each **Non-Active Member** shall:

14 A. Not fish in any ACE-accountable fisheries.

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

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

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

28 E. Pay Sector Operating Fees on the net amount of Sector ACE
29 transferred out of the Sector by such Member and pay the Network Fee on the net
30 amount of Sector ACE transferred out of the NEFS Sectors by such Member.

31 7.3. Harvest Share Transfer. Subject to the terms and conditions of this
32 Agreement, each Member may transfer some or all of such Member's Harvest Share to one or more

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

14 7.4. Harvesting Rules and Fishing Plan. The Board may from time to time
15 adopt such restrictions on harvest of the Sector's ACE as the Board deems necessary to ensure the
16 Sector's compliance with Amendment 16 and related implementing regulations (such restrictions
17 referred to hereafter as "Harvesting Rules"). The Harvesting Rules are set forth on **Exhibit A**. Each
18 **Active Member** shall conduct their harvest of the Sector's ACE in strict compliance with the
19 Harvesting Rules. Each Member shall exercise their best efforts to ensure such Member's Harvest
20 Share is harvested in accordance with the Harvesting Rules. The Manager shall annually develop a
21 Sector fishing plan that promotes harvest of the Sector's ACE in accordance with the Harvesting
22 Rules and shall make the Fishing Plan available to Active Members prior to the commencement of
23 the fishing season.

24 7.5. Re-direction of Effort. During FY 2023, NEFS II vessels switched fishing
25 efforts into the following fisheries:

- 26 • Fishery: Squid (Gear: trawl)
- 27 • Fishery: Whiting (Gear: trawl–small mesh)
- 28 • Fishery: Tuna (Gear: Rod & Reel)
- 29 • Fishery: Lobster (Gear: Pot)
- 30 • Fishery: Scallop (Dredge)

31
32 During the first quarter of FY 2024, NEFS II vessels switched effort into the following
33 fisheries:

- 34 • Fishery: Squid (Gear: trawl)
- 35 • Fishery: Whiting (Gear: trawl–small mesh)

- Fishery: Tuna (Gear: Rod & Reel)
- Fishery: Lobster (Gear: Pot)
- Fishery: Scallop (Dredge)

For FY 2025 & FY 2026, NEFS II anticipates:

Similar redirection of effort to the fisheries listed above

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

7.7. Consolidation and Redistribution of ACE: Scientific recommendations and new Magnuson requirements will influence the level of consolidation that will take place in the groundfish fishery. The Sector members intend to utilize sector management to mitigate excessive consolidation that may occur in the effort-controlled system where overall management measures are based upon the weakest stocks. In the year 2024 fishing, 26% of the permits enrolled in the NEFS II were attached to vessels actively fishing for NE multispecies. For FYs 2025 and 2026, the NEFS II sector has 128 permits currently enrolled. Of those permits 34 are expected to actively fish for NE multispecies. While these numbers may change, the NEFS II sector expects that, compared to FY 2024, there would be:

Little or no change from the consolidation that previously occurred among the members during FY 2024. The member permits that are not attached to active NE multispecies vessels in FYs 2025 and 2026 are the same permits that did not fish in FY 2024. Most times, a member who owns multiple permits fished the ACE 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.

1 8. Release of Catch Data. Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens
2 Fishery Conservation and Management Act, 16 U.S.C. §1881a(b)(1)(F), the undersigned hereby
3 authorizes the release to the Manager of II Northeast Fishery Sector, Inc. and FACTS “Fishing Activity &
4 Catch Tracking System” a program of Electric Edge Systems Group, with information is confidential or
5 privileged by the Magnuson-Stevens Act or other federal law regarding the catch of various species of
6 fish associated with the limited access Northeast multispecies permit with the Moratorium Right
7 Identifiers (MRIs) enrolled in the sector submitted to the National Marine Fisheries Service that the
8 undersigned has authority to access. This information includes data required to be submitted or
9 collected by NMFS, including but not limited to days-at-sea allocation and usage, vessel trip reports,
10 dealer reports, Northeast Fishery Observer Program data, information collected for conservation and
11 management purposes, catch and landings history data, at-sea or electronic monitoring data, VMS
12 information, and all other information associated with the vessel, MRI #, and/or permit records.

13 Further, in the event the Sector contracts with one or more electronic monitoring providers’ the
14 undersigned also allows the release of information to the sector’s electronic monitoring provider(s)
15 that is confidential or privileged by the Magnuson-Stevens Act or other federal law associated with the
16 limited access Northeast multispecies permit with the Moratorium Right Identifiers (MRIs) enrolled in
17 the sector’s electronic monitoring program. Specifically, NOAA Fisheries is authorized to release vessel
18 trip report data associated with the vessel, such as vessel name; vessel permit number; sail date/time;
19 land date/time; Trip ID number; number of hauls; number of sub-trips; and other trip-related data for
20 facilitating trip tracking and management, as required by contract and regulation.

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

1 Reporting requirements will be updated to reflect changes to the FMP related to the Atlantic Cod
2 Management Transition Plan. Additional guidance will follow as the New England Fishery Management
3 Council continues its development of Amendment 25 and Framework Adjustment 69 for May 1, 2025.

4 10. Breach and Remedies for Breach. The benefits associated with Sector membership
5 will only accrue to the Members if each of them strictly complies with this Agreement. Each Member
6 will make significant operational and financial commitments based on this Agreement, and any
7 Member's failure to fulfill any of its obligations under this Agreement could have significant adverse
8 consequences for some or all other Members. Any failure by a Member to fulfill any of its obligations
9 under this Agreement shall make up a breach of this Agreement. Each Member shall be bound by the
10 procedures set forth in this section to determine whether a member has breached this agreement. If
11 the Sector determines that a Member has breached this Agreement, the Sector will be entitled to the
12 remedies set forth in this section. Each Member shall take all action and execute all documents the
13 Manager deems necessary or convenient to give effect to provisions in this section.

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

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

1 10.3. Liquidated Damages Base Value and Multiplier Adoption. Not less than
2 sixty (60) days prior to each annual Season Opening Date, the Manager shall establish the market value
3 of an unprocessed pound of each Allocated Species (each such value being a “Base Value”) and
4 transmit such Base Values to the Enforcement Committee. In establishing such Base Values, the
5 Manager may consider both the direct costs and the opportunity costs associated with an over-harvest
6 of the relevant species. Not less than thirty (30) days prior to each annual Season Opening Date, the
7 Enforcement Committee, in consultation with the Manager, shall adopt Base Values and Base Value
8 multipliers, and the liquidated damages amounts for breaches of this Agreement other than over-
9 harvest of a Member’s Harvest Share, which shall be based on the Enforcement Committee’s estimate
10 of the losses that the Sector and its Members have suffered because of such breaches. Because the
11 damages suffered by one or more other Sector Members as the result of a Member harvesting an
12 amount of Sector ACE over its Harvest Share are likely to exceed the market value of the excess
13 harvest, the Base Value multipliers shall not be less than three (3). Upon the Enforcement Committee’s
14 adoption of Base Values and Base Value multipliers, such Base Values and Base Value multipliers will
15 be the basis for calculation of damages for unreconciled Harvest Share overages.

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

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

30 10.6. Liquidated Damages Security. The Board may require that a Member that
31 has two (2) or more NMFS fishing regulation violations, or which has breached this Agreement or
32 another sector’s operations plan on two (2) or more occasions, post a bond or get a letter of credit

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

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

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

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

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

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

Committee) may take possession of an amount of the Member in breach's Harvest Share for the over harvested species for the year in which the contract breach occurred and, if necessary, in subsequent years, in a total amount equal to three (3) times the amount of such over-harvest, provided that the amount of a Member's liability to the Sector for over-harvest shall be reduced proportionately to the extent that the Sector does so. In addition to liquidated damages, the Sector shall be entitled to all fees, costs and expenses, including attorney's fees, actually incurred by the Sector in connection with any action to collect liquidated damages from a Member in breach of this Agreement, whether the Sector prevails in such action.

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

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

11. Joint Liability and Indemnification. Each Member acknowledges that the Sector's Members may be held jointly liable for ACE overages, discarding of legal-sized fish and misreporting of catch landings or discards. Further, each Member acknowledges that should a hard total allowable catch ("TAC") allocated to the Sector be exceeded in a given fishing year, the Sector's allocation will be reduced by the overage in the following fishing year, and the Sector, each vessel participating in the Sector and each vessel operator and/or vessel owner participating in the Sector may be charged, as a result of said overages, jointly and severally for civil penalties and permit sanctions pursuant to 15

1 C.F.R. Part 904, and that if the Sector exceeds its TAC in more than one (1) fishing year, the Sector's
2 ACE may be permanently reduced or the Sector's authorization to operate may be withdrawn.

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

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

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

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

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

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

29 14. Stop Fishing Order; Injunctive Relief. Sector members may be held jointly and
30 severally liable if (a) a Sector exceeds its ACE, (b) a Sector member discards legal-sized fish, or (c) a
31 Sector member misreports landings or discards. If a Sector exceeds its ACE in a given fishing year, the
32 Sector's allocation may be reduced by the overage in the following fishing year, and the Sector, each

1 vessel, and vessel operator and/or vessel owner participating in the Sector may be jointly and severally
2 liable for civil penalties and permit sanctions pursuant to 15 C.F.R. Part 904 in connection with such
3 overage. In addition, if a Sector exceeds its ACE in more than one (1) fishing year, NMFS may
4 permanently reduce the Sector's ACE or withdraw the Sector's authorization to operate.

5 The Sector will exceed its ACE only if one or more members over harvest their Harvest
6 Share, as (subject to Section 8.1, above) the Sector's ACE, less the Reserve, is fully distributed to the
7 Members as their Harvest Shares. A Member's over harvest of its Harvest Share would be a breach of
8 this Agreement for which a Member would be liable for damages. Because each incident of ACE over
9 harvest would constitute a separate violation of the Amendment 16 regulations, and because each
10 such incident would be treated as a prior violation by NMFS for purposes of determining appropriate
11 fines, penalties and forfeitures in connection with a subsequent violation, the damages suffered by the
12 Sector as a result of an over harvest by one or more Members that resulted in the Sector over
13 harvesting its ACE would be consequential and irreparable.

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

18 14.1. Issuance of Stop Fishing Order. The Sector, acting through the Manager,
19 has the authority to issue to any Member that the Manager determines is in breach a Stop Fishing
20 Order, and upon such issuance, such Member shall immediately cause all vessels harvesting its Harvest
21 Share to cease doing so, and such Member shall not permit the vessels harvesting its Harvest Share to
22 resume doing so unless and until the Manager rescinds the Stop Fishing Order. Each Member hereby
23 releases the Sector, all other Members and the Manager from any and all liability of any nature
24 whatsoever, including but not limited to both contractual and tort liability, for any direct or indirect,
25 incidental or consequential losses or damages that a Member may suffer as a result of complying with
26 a Stop Fishing Order.

27 14.2. Failure to Comply with Stop Fishing Order. If any vessel(s) harvesting a
28 Members' Harvest Share does not immediately comply with a Stop Fishing Order in accordance with its
29 terms, the Sector may exercise remedies of self-help and take any and all other action as the Sector
30 determines necessary to enforce the Stop Fishing Order and this Agreement, including injunctive relief.
31 In seeking injunctive relief, the Sector Manager's burden of proof (if any) shall be satisfied by A.

(production of a copy of the Stop Fishing Order) and B. (evidence that the vessel continued to fish thereafter).

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

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

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

16. Release and Waiver of All Claims against Sector Manager; Indemnification and Hold Harmless. Each Member acknowledges that the effectiveness of this Agreement depends on the Manager exercising reasonable independent business judgment in good faith in reviewing and approving or disapproving Members' fishing plans, monitoring harvest of the Sector's ACE, and enforcing the terms and conditions of this Agreement. Each Member hereby waives and releases any and all claims against the Manager arising out of or relating to Manager's performance under this Agreement, other than those arising solely from the gross negligence or willful misconduct by the Manager, as conclusively determined by a court of final and competent jurisdiction. The Sector and the Members agree to jointly and severally indemnify, defend and hold the Manager harmless from and against any third-party claims, damages, fines, penalties and liabilities of any kind whatsoever

1 asserted against the Manager in connection with the Manager's performance under this Agreement,
2 other than those arising out of gross negligence or willful misconduct by the Manager.

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

7 18. Binding Arbitration. Each Member and the Sector agree to exercise their best good
8 faith commercially reasonable efforts to resolve any disputes arising under this agreement
9 through direct negotiations. Breaches of this Agreement which are not resolved through direct
10 negotiation shall first be submitted to a mediation which shall be conducted by one mutually
11 agreeable member of the Sector Board of Directors, NESSN Board of Directors or by some other
12 mutually agreeable independent person. If the parties cannot agree on a mediator, the NESSN Board
13 will appoint a mediator. The mediation must take place within two weeks of the written request for
14 mediation, unless otherwise agreed upon by both parties. If mediation is unsuccessful, the parties shall
15 submit to binding arbitration by any party. The parties shall choose a mutually agreeable single
16 arbitrator. If the parties cannot agree upon an arbitrator, they shall present the names of three
17 potential arbitrators to the previously agreed-upon mediator and that mediator shall select one of
18 those nominees to serve as an independent arbitrator. When making that determination, the mediator
19 shall ensure that the person serving as an arbitrator hereunder shall be a person of mature, sound
20 and reasonable business judgment and experience and consideration shall be given to
21 whether or not the proposed arbitrator has meaningful experience in the fishing
22 industry, either (a) having held a federal fishing master license or (b) experience as an attorney at
23 law or accountant practicing in fisheries for at least ten (10) years. The party's written request for
24 arbitration shall include a basic statement of the issue to be arbitrated, along with all supporting
25 documentation, and an invitation to the other party to discuss potential arbitrators. The
26 Responding party shall briefly respond to the issues raised in the request or arbitration, assert
27 any applicable defenses, include all supporting documentation and shall thereafter confer about
28 proposed arbitrators. If the parties cannot agree upon an arbitrator, they shall select a date
29 (within one week of the discussion) to submit the names of their three potential arbitrators to
30 the mediator for his/her consideration. Any arbitrator must have no material ties to the parties,
31 the Sector or any member of the Sector. The decision of the arbitrator will be final and binding.
32 Arbitration will be conducted under the arbitration rules of the Federal Arbitration Act unless the

1 parties agree to another set of arbitration rules. The parties will be entitled to limited discovery as
2 determined by the arbitrator(s) in his, her or their sole discretion. The party shall bear all costs of
3 arbitration, including but not limited to all fees and costs payable to the arbitrator requesting the
4 arbitration. Each party shall bear its own costs of preparation and presentation, unless, in the case of
5 the Sector as a party, the Board reasonably determines to assess such costs to the applicable Member,
6 which costs shall be immediately due. In no event will arbitration be available pursuant to this
7 paragraph after the date when commencement of such legal or equitable proceedings based on such
8 claim, dispute or other matter in question would be barred by an applicable statute of limitations. In
9 actions between Members where the parties agree the Sector is a necessary party, the parties shall
10 share the Sector's arbitration costs, including arbitrator's fees and costs of presentation. Where one
11 party alone asserts that the Sector is a necessary party, that party shall bear the Sector's arbitration
12 costs. Nothing herein shall prevent the arbitrator(s) from assessing or apportioning all arbitration costs
13 and fees against or between parties, where a party's claims are frivolous, brought in bad faith or
14 merely to cause delay, or as justice requires.

15
16 19. No Collective Marketing. The Members acknowledge that the Sector has not been
17 formed or qualified as a collective marketing association. The Members therefore agree that nothing in
18 this Agreement shall be construed as permitting or obligating Members to collaborate regarding the
19 processing, marketing or sales of the product produced from the catch harvested under their Harvest
20 Shares. Each Member shall conduct all sales of such catch in competition with the other Members, and
21 shall hold ex-vessel price information as confidential from other Members until such information
22 becomes public or until such price information is six months old, unless and until the Sector is properly
23 qualified under State and Federal law as a collective marketing association.

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

EXHIBIT A: HARVESTING RULES FOR FY 2025 and FY 2026

*The Members and the Participating Vessels of **II Northeast Fishery Sector, Inc.** agree to be legally bound to follow the Harvesting Rules for the Fishing Year 2025 (May 1, 2025 to April 30, 2026) & Fishing Year 2026 (May 1, 2026 to April 30, 2027) as described herein, in accordance with all provisions of the Sectors Operations Plans and Agreement (herein "Agreement"), notwithstanding those rules and regulations applicable to the common pool Multispecies vessels. Members and the Participating Vessels of NEFS II will fish primarily in the Gulf of Maine, Inshore Georges Bank, Offshore Georges Bank, Southern New England/Mid Atlantic (SNE/MA), though fishing may also occur to a lesser extent Southern New England/Mid Atlantic (SNE/MA).*

- 1. ANNUAL CATCH ENTITLEMENT:** The members agree they will not collectively harvest more than the Sector ACE, as adjusted by transfers, for any allocated groundfish stocks. The members agree that once an annual ACE harvested, no member will fish commercially with any fishing gear capable of catching any of the allocated groundfish stocks or other species managed under plan within the applicable area(s): except in those situations where a member is participating in an exempted fishery, or if a plan submitted by the Sector under §648.87(b)(2)(xiv) in this document has been approved by NMFS. Sector members may resume fishing activities once additional ACE is acquired through inter-sector ACE transfer. The Annual Catch Entitlement, allocated by NMFS to NEFS II for FY 2025, is identified in the table below:

Stock	Sector ACE:
GB Cod	
EGOM COD	
WGOM COD	
SNE GOM COD	
GB Haddock	
GB Haddock East	
GB Haddock West	
GOM Haddock	
GB Yellowtail Flounder	
SNE/MA Yellowtail Flounder	
CC/GOM Yellowtail Flounder	
Plaice	
Witch Flounder	
GB Winter Flounder	

GOM Winter Flounder	
SNE/MA Winter Flounder	
Redfish	
White Hake	
Pollock	

The Annual Catch Entitlement, allocated by NMFS to NEFS II for FY 2025 and 2026 will be identified in **Exhibit I** of this Agreement in accordance with NMFS guidance and schedule pertaining to bi-annual operation plan submission.

Additional guidance will follow as the New England Fishery Management Council continues its development of Amendment 25 and Framework Adjustment 69 for May 1, 2025

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

3. RESERVE: For each stock held by the Sector, the quota release program will utilize an initial target trajectory that is not to exceed 90% of the current quota held by the Sector as adjusted by ACE transfers. The Sector will utilize the previous fishing years carryover as the initial Reserve which will be set aside prior to Harvest Share distribution to Members. The Sector Board will review the Reserve amount during the year to determine whether the Reserve amount is sufficient on a stock-by-stock basis. The Sector, through their Board, may modify the RESERVE holdback percentages for any or all stocks held by the Sector to prevent under or over harvest of the Sector's ACE. Specifications in this section for FY 2025 will be documented in Exhibit I in accordance with NMFS guidance and schedule pertaining to bi-annual operation plan submissions.

4. SLOWING CATCH: The quota release program will incorporate a list of thresholds for both Sector ACE and member Harvest Shares, for the purpose of alerting the Sector Manager and members.

1 Thresholds to “Slow Catch”, “Initiate Trading” and “Cease Fishing” will be incorporated into the
2 Sector quota monitoring system. Members’ Harvest Shares are net from the Reserve. Therefore,
3 Harvest Shares trajectories will be set to the Harvest Share. Once 90% of any Sector ACE is attained,
4 slowing mechanisms such as tiered landing limits that apply differential counting of quota or service
5 fees to each tier in excess of agreed landing limits may be utilized. When such slowing mechanisms
6 are triggered or at any time during the fishing year, the Board may direct the Sector Manager to
7 seek additional ACE through an ACE transfer with other sectors.

8 **5. FULL RETENTION OF LEGAL SIZED FISH:** All legal sized fish of allocated stocks harvested during the
9 fishing operations must be retained and counted against the Sector’s ACE allocation, unless
10 otherwise exempted.

11 **6. DAYS AT SEA:** Each participating permit and participating vessel will be allocated Days-At-Sea (DAS)
12 by the Regional Administrator. Sector Member permits will not be subject to the DAS reduction in
13 Amendment 16 for common pool vessels. Members will be required to use a DAS, as specified in
14 controlling FMPs, when conducting fishing operations that are not exempted from DAS usage, for
15 example, when fishing under a monkfish DAS.

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

19 **7.1 Inshore Gulf of Maine Declaration:** For the purpose of providing the Sector and its
20 Manager with a greater understanding of the fishing patterns conducted by their
21 members, the following reporting requirements have been crafted and adopted by the
22 Sector in collaboration with all Northeast Groundfish Sectors in the region. These
23 provisions afford Sectors an administrative tool to track fishing activity west of the
24 70:15. The implementation of the following requirements is conditioned on the
25 adoption by all Northeast Groundfish Sectors in their FY 2023 & 2024 Operations Plans.
26 In the event this provision is not adopted by all Northeast Groundfish Sectors the
27 specifications below will not be implemented by this Sector.

28 **7.1.1** For the purpose of Section 7.1 of the Harvesting Rules, the portion of BSA 1
29 west of 70:15 to the shoreline north to the Maine Coast and South to Cape
30 Cod would be defined as **Inshore GOM**.

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

4 **7.1.3 When an Observer/Monitor is NOT onboard:**

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

20
21 **7.1.4** II Northeast Fishery Sector Board of Directors reserves the right to remove
22 and/or modify this Inshore GOM Declaration provision at any time during
23 the 2023-2024 Fishing Year.

24 **7.1.5** Continuation of H.R. §7.1 in FY 2024 will be documented accordingly in
25 **Exhibit I**

26
27
28 **8. TRIP HAIL:** Sector vessels will comply with any Hail requirements established by the Sector and/or
29 Agency.

30 **8.1 METHOD OF TRANSMISSION HAILS:** The sector vessels will be transmitting HAILS (Trip
31 Start and Trip End) electronically via the email messaging component of their VMS units.

All data necessary to the requirements will be sent in compressed formats to minimize characters and maximize message capacity directly to the Sector's Server which will collect, store, convert and relay all data elements necessary to meet various requirements. The Sector will relay required HAILS, (Trip Start and Trip End) to NMFS, immediately upon receipt. If the primary system is unavailable, Sector Vessels will utilize a backup system, including but not limited to, direct cell phone or radio transmission between the vessel and NMFS OR a relay through the Sector Manager.

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

8.2.1 Operator's Permit Number

8.2.2 Vessel Trip Report (VTR) serial number

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

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

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

8.2.6 Landing Port City

8.2.7 Landing State (abbreviation)

8.2.8 Estimated time and date of arrival in port

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

8.2.10 Any comments as directed by the Sector Manager or NMFS Regional Administrator

8.3 **TSH FOR TRIPS LESS THAN SIX HOURS OR OCCURRING WITHIN SIX HOURS OF PORT:**

For trips less than six hours in length or occurring within six hours of port, the estimated time of arrival in port, offload location and estimated offload time will be provided in the Trip Start Hail (TSH). The Trip End Hail (TEH) will be sent upon completion of the last tow with required updated information. An alternative timing for the TEH may be implemented during FY 2025 or 2026 if agreed upon by the Sector, and NMFS.

1 **8.4 TSH FOR TRIPS LESS THAN SIX HOURS OR OCCURRING WITHIN SIX HOURS OF PORT:**

2 For trips less than six hours in length or occurring within six hours of port, the estimated
3 time of arrival to port, offload location and estimated offload time will be provided in
4 the Trip Start Hail (TSH). The Trip End Hail (TEH) will be sent upon completion of the last
5 tow with the required updated information. An alternative timing for the TEH may be
6 implemented during FY 2025 or 2026 if agreed upon by the Sector, and NMFS.

7 **8.5 TRIP END HAIL:** The trip-end hail report must be submitted at least 6 hours in advance of
8 landing for all trips at least 6 hours in duration or occurring more than 6 hours from
9 port. For shorter trips, the trip-end hail reports must be submitted within sufficient in
10 consultation with NMFS Office of Law Enforcement. An alternative timing for the trip
11 end hail may be implemented during FY 2025 or 2026 if agreed upon by the sector, the
12 monitoring provider, and NMFS. The trip end hail must include the following:

13 **8.5.1** Operator's Permit Number

14 **8.5.2** Vessel Trip Report (VTR) serial number

15 **8.5.3** First landing port city

16 **8.5.4** First landing State (abbreviation)

17 **8.5.5** Dealer/Offload Location

18 **8.5.6** Estimated time and date of arrival

19 **8.5.7** Estimated time and date of offload

20 **8.5.8** Second offload port city

21 **8.5.9** Second offload State (Abbreviation)

22 **8.5.10** Total Groundfish Kept in pounds

23 **8.5.11** Total non-Groundfish kept in pounds

24 **8.5.12** Any comments as directed by the Sector Manager or NMFS Regional
25 Administrator

26
27 **9. VESSELS FISHING MULTIPLE STOCK AREAS:** If a vessel declares into multiple stock areas, the vessel
28 will complete a catch report each time the vessel changes areas.

29
30 **10. FISHING IN US/CA AREAS:** When fishing in the US/CA area, a sector vessel that fishes in more than
31 one US/CA area or more than one of the four stock areas will complete a catch report each time the

vessel changes areas. Sector vessels will track their Eastern US/CA sub-ACE for Cod and Haddock separately while fishing in the Eastern Area. Sector vessels may fish in all US/CA areas as well as Open areas in the same trip. Besides VMS declaration requirements, the vessel will declare the stock areas (of the Four A16 reporting areas) intended to be fished prior to starting a trip.

11. CLOSED AREAS: Participating vessels may fish in closed areas to the extent allowed by NMFS.

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

11.1.1 Parties to the Agreement will be:

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

11.1.2 From June 15 to October 31

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

11.1.3 From November 1 to June 15

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

11.1.4 Offshore Lobster Fishermen will be responsible for communicating, to the best of their ability, with all Area 3 fixed gear lobster fishermen, including those entering CAII, throughout the entire year to ensure that all vessels abide by the agreement. All Area 3 fixed gear lobster permit holders will be notified by certified mail or email, and copies of said notification will be

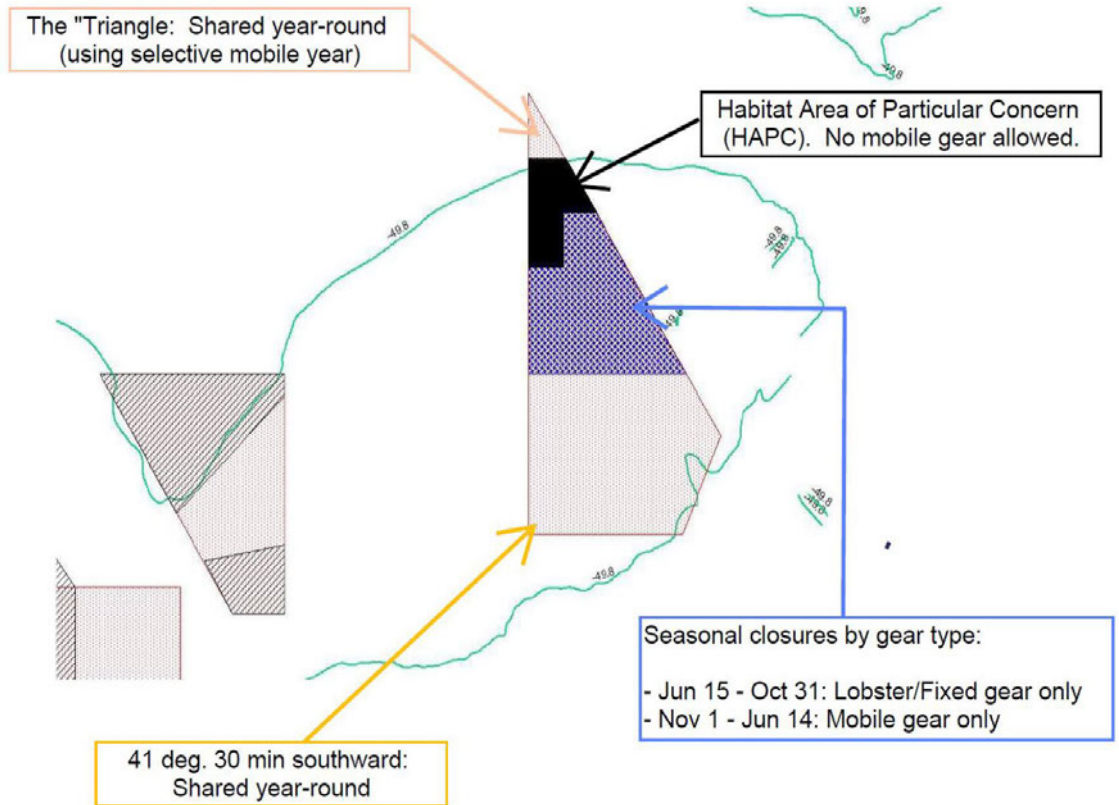
1 provided to the qualifying sectors. All fixed gear lobster fishermen setting
2 gear within CAll will be signatories to this agreement.

3 **11.1.5** Lobster fishermen agree to remove all gear from the water by midnight
4 October 31st from the CAll area North of 41 30 to the Southern Boundary of
5 the Triangle (except the HAPC area) and no lobster gear will be set in the
6 area until June 15th. Any gear set or stored in this area from November 1st
7 through June 15th would be considered derelict gear. In the case where an
8 act of God may prevent the removal of fixed gear by October 31, the
9 situation will be communicated immediately to qualifying sectors and gear
10 removal will commence immediately upon the situation being resolved.

11 **11.1.6** All parties will work out the details of communication and education
12 regarding the terms and consequences of the agreement or breach of the
13 agreement.
14

15 *Selective Mobile Gear described as: "that which is currently required within an SAP.
16

Sector/Lobster Closed Area II Sharing Agreement



1
2
3
4 **12. CATCH REPORTS:** All Active Member vessels fishing groundfish will be required to submit complete
5 catch records to the Sector Manager electronically via VMS email or other electronic means prior to
6 entering port to end a trip. Catch reports will include, at a minimum, all data elements of a fully
7 compliant VTR logbook records. The Sector Manager may modify, at his/her discretion, the
8 frequency of reporting transmissions to meet programmatic needs, such as, but not limited to,
9 participation in a SAP, or internal quota management requirements. In the event a Member vessel is
10 unable to submit his catch records electronically, the Member will have no more than twenty-four
11 (24) hours to provide such reports to the Sector Manager, upon completion of vessel offload.
12

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

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

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

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

26
27 **17. DISCARD RATES AND IN-SEASON DISCARD ESTIMATES:** The Sector manager (or his/her designated
28 representative) will derive stock specific discards for each trip. As specified by NMFS, the
29 methodology for calculating discards will vary by monitoring type.

1 **17.1 For vessels enrolled in an ASM program:** If the trip is observed by either an
2 at-sea monitor or a Northeast Fisheries Observer Program (NEFOP) observer, discards will be
3 derived based on data collected during that trip and will account for all hauls (observed and
4 unobserved) on that trip. For unobserved trips taken by vessels enrolled in an ASM program,
5 discards will be derived using the NOAA Fisheries-provided discard rate resulting from the NOAA
6 Fisheries method to estimate 'in-season' discard rates, which may not include data from
7 research trips or sector trips using certain exemptions.

8 **17.2 For vessels enrolled in a maximized retention EM program:** If the trip is
9 observed by a Northeast Fisheries Observer Program (NEFOP) observer, discards will be derived
10 based on data collected during that trip and will account for all hauls (observed and unobserved)
11 on that trip. For trips taken by vessels enrolled in a maximized retention EM program without a
12 NEFOP observer onboard, discards will be derived using the NOAA Fisheries-provided discard
13 rate resulting from the NOAA Fisheries method to estimate 'in-season' discard rates, which may
14 not include data from research trips or sector trips using certain exemptions. In-season discard
15 rates for allocated groundfish stocks will be set to zero at the start of the fishing year, consistent
16 with maximized retention EM requirements. In-season discard rates for unallocated groundfish
17 stocks will be based on NEFOP data for the fishery.

18 **17.3 For vessels enrolled in an audit model EM program:** If the trip is observed
19 by a Northeast Fisheries Observer Program (NEFOP) observer, discards will be derived based on
20 data collected during that trip and will account for all hauls (observed and unobserved) on that
21 trip. If the trip is observed using electronic monitoring, discards will be derived based on data
22 collected during that trip to account for observed hauls only. For unobserved trips or hauls
23 taken by vessels in an audit model EM program, discards will be derived using the vessel's self-
24 reported discards as adjusted based on the vessel's historical reporting accuracy.

25
26 **18. RESERVED FOR FUTURE USE:**

27
28 **19. DATA MANAGEMENT:** The sector vessels will be transmitting catch data electronically via the email
29 messaging component of their VMS units. All data necessary for sector ACE management, including
30 all elements of VTR logbook and daily / weekly reporting requirements will be sent in compressed
31 formats to minimize characters and maximize message capacity. Notwithstanding reporting

requirements that cannot be altered by a sectors operations plan, the Sector's server will be capable of collecting, storing, converting and relay all data elements necessary to meet all reporting requirements in the formats required by the recipients.

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

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

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

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

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

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

21.1.2 No vessel is allowed to possess any windowpane flounder, ocean pout or wolfish onboard at any time. When caught these species must be discarded.

21.2 Exemption from the Gulf of Maine Cod Protection Closures IV and V.

21.3 Exemption from groundfish DAS requirements other than those required to comply with effort controls in other fisheries.

21.4 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.

21.5 Exemption from the minimum codend mesh size restrictions for trawl gear when fishing in compliance with provisions of the Redfish Exemption Program.

1 In addition to the Universal Exemptions granted to all Sectors, as referenced
2 above and in §4.0 of this Agreement, Members **agree to abide by the following obligations as**
3 **specified and authorized in their LOA, in order to utilize these Sector Specific Exemptions.**
4 **Furthermore, Members acknowledge that specific details pertaining to certain exemptions are**
5 **located in Exhibit B as required by NMFS:**
6

7 **21.6** 120-Day Block Requirement Out of the Fishery for Day Gillnet Vessels:

8 **21.7** 20 Day Spawning Block:

9 **21.8** Limitation on the Number of Gillnets for Day Gillnet Vessels Outside of the Gulf of Maine

10 **21.9** Exemption from the Day Gillnet Limit in the Gulf of Maine

11 **21.10** Limitation on the Number of Gillnets that may be hauled on GB when Fishing Under a
12 Groundfish/Monkfish DAS:

13 **21.11** Limitation on the Number of Hooks that may be Fished:

14 **21.12** DAS Leasing Program Length and Horsepower Restrictions

15 **21.13** Trawl Gear Requirements in the Eastern US/CA Management Area

16 **21.14** Requirement to declare intent to fish in the Eastern US/CA SAP and CA II YT/Haddock
17 SAP from the dock

18 **21.15** Seasonal Restrictions for the Eastern US/CA Haddock Sap

19 **21.16** Seasonal Restrictions for the CA II YT/Haddock SAP
20
21
22

23 **22. MONITORING.** The Sector is proposing their preferred At-Sea Monitoring (ASM) Program for
24 consideration by NMFS. It is the Sectors hope the Agency will work collaboratively with the Sector
25 over the fall and winter to resolve all concerns the Agency may have with this program. If the
26 Sectors designed ASM program is not approved by NMFS, the Sector will use the NMFS designed
27 ASM Program as documented in Exhibit J. Where appropriate, documentation of fulfillment of this
28 criterion for FY 2025 will be located in Exhibit I of this Agreement and will be furnished by the Sector
29 in accordance with NMFS guidance and schedule pertaining to bi-annual operation plan submission.

30 **22.1 USE OF MONITORING SERVICES.** The Members acknowledge that for the Sector to function
31 efficiently; it is essential that the Active Members conduct their fishing operations such that
32 at-sea monitoring service costs are kept as low as commercially practical amount. The
33 Active Members therefore agree to provide accurate landing time projections, to make
34 landings expeditiously, and to choose landing locations based in part on the efficiency and
35 responsiveness of the buyer receiving catch harvested under the Sector's ACE. Active
36 Members who fail to comply with the provision of this section may be assessed the excess

cost of monitoring resulting from their failure to do so. The Sector BOD may opt from time to time to modify provisions, such as authorized landing ports, in order to ensure that the cost associated with these required programs do not become cost prohibitive.

22.2 COVERAGE RATES: NEFS II will deploy at-sea monitors in a way to achieve coverage of 100 % of trips that is random and representative of the fishing activities of the sector. **NMFS has not specified the coverage rate for FY 2025 at the time of this submission.** A monitored trip must be a sector trip, including those taken in which a NE multispecies day-at-sea is used to target other species such as monkfish or skates, unless exempted by NMFS.

22.3 ADDITIONAL COVERAGE: besides ensuring that the coverage rates specified by NMFS are met by the ASM program, the Sector may from time to time opt to have additional coverage to fully utilize specific approved exemptions or to address specific needs of the Sector.

22.4 AT-SEA MONITORING AND ELECTRONIC MONITORING PROVIDER: NEFS 2 will contract one or more of the companies approved by NOAA Fisheries to provide monitoring services and will notify NOAA Fisheries of its selection no later than February 3, 2025, via electronic mail or written mail. If a vendor with whom the Sector has a contractual arrangement is decertified during the fishing year, the Sector will negotiate with other certified vendors to establish new contractual arrangements and will promptly inform NMFS of these new agreements.

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

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

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

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

25. RESERVED FOR FUTURE USE:

26. OFFLOADING PORTS: The following list represents those ports where sector vessels are authorized to offload. Sector vessels are authorized to land fish to trucks within these same locations.

Primary Port(s) of Landing	Secondary Port(s) of
<u>Massachusetts</u> : Gloucester, Boston, Newburyport, Rockport, New Bedford <u>New Hampshire</u> : Seabrook, Portsmouth	<u>Massachusetts</u> : Provincetown, Harwichport, Barnstable, Hyannis, Belmar, Chatham, Woods Hole, Salisbury, Hyannisport <u>Maine</u> : Portland <u>New York</u> : Shinnecock, Hampton Bays, Montauk <u>Connecticut</u> : Mystic, New London

27. 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 operators 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. If a Sector Vessel must utilize this safe harbor protocol, they must notify their Manager and NMFS OLE by phone or email of when and where they had to seek safe harbor within 6 hours of entering the port.

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

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

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

28.3 ADDITIONAL EXEMPTIONS: Members note NMFS is generating a NEPA analysis for all sectors seeking authorization for Fishing Year 2025 & 2026, and that NMFS communication has stated that if an exemption is approved for one Sector, all other allowed sectors can be approved for that specific exemption based on the terms and

Exhibit A

1 conditions of the originally requesting sector. Considering this understanding, NEFS II will
2 request authorization for such exemptions as it deems beneficial for its operations prior to
3 the publication of the final authorizing rule.

4 **28.3.1** NMFS has indicated that sectors will be allowed the opportunity to request
5 additional exemptions for the 2nd year of operations, i.e., FY 2026 under a
6 supplemental schedule to be established by NMFS.

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

1
2

Exhibit B: Additional Details Regarding Specific Approved Sector Exemptions

1

2

Exhibit C:

3

Sector Membership Fishing Year 2025 (May 1, 2025, to April 30, 2026)

4

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

Mri	Vessel Permit No	Vessel Name	Vessel Reg No	Owner/Entity
34	150909	WATER TENDER NINE	MS9864AV	Russo Fishing Corp.
669	CPH	CPH		P & V Fishing Corp.
1043	410242	MISS TRISH II	615489	Russo Fishing Corp.
1251	CPH	CPH		Russo Fishing Corp.
1456	CPH	CPH		Russo Fishing Corp.
1749	CPH	CPH		Russo Fishing Corp.
1843	CPH	CPH		Russo Fishing Corp.
2176	CPH	CPH		Russo Fishing Corp.
2391	CPH	CPH		Russo Fishing Corp.
664	150369	UNNAMED	MS1922NN	Captain Dominic and Bros.
816	330362	CAPTAIN DOMINIC	611057	Captain Dominic and Bros.
255	152364	SABRINA MARIA	MS1452BJ	Cottone Inc.
1766	251002	GANNET II	934271	F/V GANNET INC
2119	CPH	CPH	CPH	Northern Edge Inc.
3636	223677	TOBY ANN	1188119	Brian Higgins
293	150485	LITTLE STORM	NH4627BN	CARL E BOUCHARD
309	149824	MONI HONI II	NH9687BK	CARL E BOUCHARD
310	CPH	CPH		CARL E BOUCHARD
1846	CPH	CPH		CARL E BOUCHARD
372	250311	MANFORD L PORTER	576188	Homarus Americanus Inc
459	CPH	CPH		Homarus Americanus Inc
1701	240355	KENNETH J DUNCAN	596338	Homarus Americanus Inc
189	231302	EARLY TIMES	689215	DANIEL E CONNORS
160	136846	TRIBIAH LEE	MS6262BG	Daniel M Murphy
1484	CPH	CPH		Daniel M Murphy
1950	CPH	CPH		Daniel M Murphy
2088	CPH	LADY J	CPH	David Jewell
1493	250659	DEBRA ANN II	652947	FV DEBRA ANN II LLC
1652	121338	LABOR IN VAIN	MS9810RG	Douglas Germain
131	CPH	CPH		A & J Fisheries
133	CPH	CPH		A & J Fisheries
157	CPH	CPH		A & J Fisheries
173	CPH	CPH		A & J Fisheries
477	251853	CLAUDIA MARIE	1282912	A & J Fisheries
575	CPH	CPH		A & J Fisheries

Exhibit C

2014	CPH	CPH		A & J Fisheries
2127	CPH	CPH		A & J Fisheries
2804	CPH	CPH		A & J Fisheries
3787	CPH	CPH		A & J Fisheries
485	152350	MY GRACE	MS1178BJ	Sal & Sons
598	410457	HARMONY	930191	VALENTINA FISHERIES, INC.
735	330448	TYLER	619778	F/V TYLER INC
843	410167	PRINCESS LAURA	600360	LAURA INC
907	410220	ORION	611248	PRINCESS DIANA 1 INC
1153	410106	CAPT JOE	582912	F/V PRINCESS ELENA INC
68	CPH	CPH		Gloucester Fishing Community Preservation Fund, Inc
773	CPH	CPH		Lily Jean Corp.
1878	330199	LILY JEAN	580932	Lily Jean Corp.
2352	CPH	CPH		Lily Jean Corp.
111	149496	CAT EYES	MS8926BN	Cat Eyes Fisheries Inc
14	144413	AMANDA & ANDY II	MS4137AM	Santapaola Fisheries Inc.
223	150593	SKIFF	MS9627BE	Santapaola Fisheries Inc.
1439	CPH	CPH		Santapaola Fisheries Inc.
1921	110688	AMANDA & ANDY III	MS9953AY	Santapaola Fisheries Inc.
1724	149632	ALYSSA & ANDREW	MS3587AK	JAMES H VAN DERPOOL
1608	CPH	CPH		Jeff and Jane Tutine
106	151427	RAZZO	MS8845AY	Raz Fishing Co.
1810	150574	UNNAMED	MS7770AS	Raz Fishing Co.
2165	CPH	CPH		Raz Fishing Co.
187	CPH	CPH		J SANS JR FISHERIES INC
47848	134630	AMBER AND JOHN	MS3411KR	Ruth D Inc.
2370	CPH	CPH		John L Greenleaf
185	CPH	CPH		Joseph Jurek
1722	CPH	CPH		Joseph Jurek
1818	146860	MYSTIQUE LADY	NH8883BB	Joseph Jurek
330	CPH	CPH		Joseph Orlando
512	250508	SANTO PIO	621654	MARIA S S DEL LUME CORP
1964	220437	SURVIVAL	600104	KEVIN M SCOLA
446	250887	SS MELON III	916348	Melon Fisheries, Inc
1997	220748	CAROL ANN	618869	MARK H CARNEVALE
1734	214761	HARVEST MOON	1044860	F/V Harvest Moon Inc
314	CPH	CPH		Little Sandra Corp
1534	121155	DUNLIN	MS4116AG	Michael Frontiero
2327	150785	MIKES SKIFF	MS5345AU	Michael Frontiero
447	CPH	CPH		KDL Inc
506	CPH	CPH		Michael Walsh
507	CPH	CPH		Michael Walsh
913	CPH	CPH		KDL Inc
623	330851	BOOMER TOO	1034845	Michael Walsh

Exhibit C

632	CPH	CPH		INTEGRITY FISHING CORPORATION
635	CPH	CPH		lakeville fishing Inc
808	410369	OLYMPIA	684132	Walsh Seafood
850	CPH	CPH		Michael Walsh
854	CPH	CPH		INTEGRITY FISHING CORPORATION
919	CPH	CPH		KDL Inc
1199	330638	GUARDIAN	927059	INTEGRITY FISHING CORPORATION
1999	CPH	CPH		KDL Inc
178	152187	TERMINATOR II	MS3528BG	PAUL A THERIAULT
252	149677	LADY JUSTINE	MS4629AK	RMV Inc
1767	250366	ANGELA & ROSE	587293	RMV Inc
1639	115856	ALLISON CAROL	MS3296YY	Peter S. Mondello
168	CPH	CPH		Philip Powell
381	CPH	CPH		Philip Powell
443	149710	SOLINA SOO	MS4925AK	Philip Powell
525	CPH	CPH		Philip Powell
1433	148668	FOXY LADY	MS8827AC	Philip Powell
895	CPH	CPH		F/V TRIPOLINA, INC.
1104	CPH	CPH		BRAMANTE FISHERIES, INC
214	146964	NEW SHELL II	MS1423BU	NEW SHELL LOBSTER INC
1859	CPH	CPH		NEW SHELL LOBSTER INC
2032	CPH	CPH		NEW SHELL LOBSTER INC
470	CPH	CPH		AGV Company Ltd
769	CPH	CPH		AGV Company Ltd
1009	149233	KEYWEST	MS5969AF	AGV Company Ltd
1505	320892	SEA FARMER II	937222	AGV Company Ltd
1798	CPH	CPH		AGV Company Ltd
2369	150401	MARK TWAIN	MS1698AR	AGV Company Ltd
844	310995	MIDNIGHT SUN	1051185	Lisa T Corp
1610	CPH	CPH		Lisa T Corp
2016	CPH	CPH		Lisa T Corp
1987	149295	LADY ELAINE	MS6018TK	Timothy K Oconnell
248	250566	TRIPLE THREAT	631485	F/V SHOOTING STAR INC
259	CPH	CPH		F/V SHOOTING STAR INC
288	153565	UNNAMED	MS8718BW	F/V SHOOTING STAR INC
480	251242	AMERICAN HERITAGE	674546	F/V SHOOTING STAR INC
1833	222163	JEAN B	964992	Richard Birarelli
2192	CPH	CPH		F/V SHOOTING STAR INC
47802	148239	SEA OX	MS1063TP	TOM S LUPO
610	320378	AMERICAN PRIDE	600545	AMERICAN PRIDE FISHING LLC
965	CPH	CPH		MR PETE FISHING LLC
1108	420077	MR. PETE	1333138	MR PETE FISHING LLC
580	310394	PADRE PIO	632107	PADRE PIO FISHING LLC
713	330792	AMERICA	1121393	AMERICA FISHING CORP

Exhibit C

373	250313	MISS SANDY	554149	Taormina Fishing Corp.
825	CPH	CPH		G&N Fishing Corp.
175	231019	KATHRYN LEIGH	650222	KATHRYN LEIGH FISHERIES INC
370	CPH			Osborne Seafood Inc
1234	152052	INVADER	MS8979BW	Motion Picture Boats LLC

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

Mri	Vessel Permit No	Vessel Name	Vessel Reg No	Owner/Entity
1043	410242	MISS TRISH II	615489	Russo Fishing Corp.
816	330362	CAPTAIN DOMINIC	611057	Captain Dominic and Bros.
255	152364	SABRINA MARIA	MS1452BJ	Cottone Inc.
1766	251002	GANNET II	934271	F/V GANNET INC
160	136846	TRIBIAH LEE	MS6262BG	Daniel M Murphy
1493	250659	DEBRA ANN II	652947	FV DEBRA ANN II LLC
485	152350	MY GRACE	MS1178BJ	Sal & Sons
598	410457	HARMONY	930191	VALENTINA FISHERIES, INC.
735	330448	TYLER	619778	F/V TYLER INC
843	410167	PRINCESS LAURA	600360	LAURA INC
907	410220	ORION	611248	PRINCESS DIANA 1 INC
1153	410106	CAPT JOE	582912	F/V PRINCESS ELENA INC
1878	330199	LILY JEAN	580932	Lily Jean Corp.
111	149496	CAT EYES	MS8926BN	Cat Eyes Fisheries Inc
1921	110688	AMANDA & ANDY III	MS9953AY	Santapaola Fisheries Inc.
106	151427	RAZZO	MS8845AY	Raz Fishing Co.
1818	146860	MYSTIQUE LADY	NH8883BB	Joseph Jurek
512	250508	SANTO PIO	621654	MARIA S S DEL LUME CORP
446	250887	SS MELON III	916348	Melon Fisheries, Inc
1734	214761	HARVEST MOON	1044860	F/V Harvest Moon Inc
1534	121155	DUNLIN	MS4116AG	Michael Frontiero
623	330851	BOOMER TOO	1034845	Michael Walsh
808	410369	OLYMPIA	684132	Walsh Seafood
1199	330638	GUARDIAN	927059	INTEGRITY FISHING CORPORATION
1767	250366	ANGELA & ROSE	587293	RMV Inc
1433	148668	FOXY LADY	MS8827AC	Philip Powell
1505	320892	SEA FARMER II	937222	AGV Company Ltd
844	310995	MIDNIGHT SUN	1051185	Lisa T Corp
248	250566	TRIPLE THREAT	631485	F/V SHOOTING STAR INC

Exhibit C

480	251242	AMERICAN HERITAGE	674546	F/V SHOOTING STAR INC
1108	420077	MR. PETE	1333138	MR PETE FISHING LLC
580	310394	PADRE PIO	632107	PADRE PIO FISHING LLC
713	330792	AMERICA	1121393	AMERICA FISHING CORP
175	231019	KATHRYN LEIGH	650222	KATHRYN LEIGH FISHERIES INC

EXHIBIT D

Sector Member and Vessel Permits Amendment 16 Disclosure Requirements Fishing Year 2025 (May 1, 2025, to April 30, 2025)

Sector	MRI	Permit	owner
NEFS4	1365		GFCP Inc.
NEFS4	56		GFCP Inc. Inc
NEFS4	210		GFCP Inc. Inc
NEFS4	246		GFCP Inc. Inc
NEFS4	272		GFCP Inc. Inc
NEFS4	358		GFCP Inc. Inc
NEFS4	476		GFCP Inc. Inc
NEFS4	502		GFCP Inc. Inc
NEFS4	505		GFCP Inc. Inc
NEFS4	588		Caterina G Inc
NEFS4	594		GFCP Inc. Inc
NEFS4	665		GFCP Inc. Inc
NEFS4	684		GFCP Inc. Inc
NEFS4	794		GFCP Inc. Inc
NEFS4	843		GFCP Inc. Inc
NEFS4	985		GFCP Inc. Inc
NEFS4	1011		GFCP Inc. Inc
NEFS4	467	150479	GFCP Inc. Inc
NEFS4	444	150513	GFCP Inc. Inc

Exhibit D

NEFS4	2004	150514	GFCP Inc. Inc
NEFS4	1709	150531	GFCP Inc. Inc
NEFS4	1332	150532	GFCP Inc. Inc
NEFS4	1530	150539	GFCP Inc. Inc
NEFS4	1967	150544	GFCP Inc. Inc
NEFS4	2356	150551	GFCP Inc. Inc
NEFS4	356	150560	GFCP Inc. Inc
NEFS4	200	150568	GFCP Inc. Inc
NEFS4	1855	150589	GFCP Inc. Inc
NEFS4	432	150590	GFCP Inc. Inc
NEFS4	234	150600	GFCP Inc. Inc
NEFS4	468	150621	GFCP Inc. Inc
NEFS4	1867	150669	GFCP Inc. Inc
NEFS 4	125	150722	GFCP Inc. Inc
NEFS 4	4304	150781	GFCP Inc. Inc
NEFS 4	2044	150789	GFCP Inc. Inc
NEFS 4	147	151157	GFCP Inc. Inc
NEFS 4	1263		GFCP Inc. Inc
NEFS 4	1279		GFCP Inc. Inc
NEFS 4	1320		GFCP Inc. Inc
NEFS 4	1447		GFCP Inc. Inc
NEFS 4	1491		GFCP Inc. Inc
NEFS 4	1551		GFCP Inc. Inc
NEFS 4	1650		GFCP Inc. Inc
NEFS 4	1712		GFCP Inc. Inc
NEFS 4	1880		GFCP Inc. Inc
NEFS 4	2023		GFCP Inc. Inc

Exhibit D

NEFS 4	2112		GFCP Inc. Inc
NEFS 4	2678		GFCP Inc. Inc
NEFS 4	2739		GFCP Inc. Inc

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

PERM IT	VESSEL NAME	MA X TRA P LIM IT	BLUEFI SH	BLA CK SEA BAS S	SPINY DOGF SH	SUMME R FLOUN DER	INCIDEN TAL HMS SQUID TRAWL	HERRI NG	GENERA L CATEGO RY SCALLO P	AMERIC AN LOBSTE R	MONKF SH	NORTHE AST MULTI- SPECIES	NAF O	OCEAN QUAH OG	ATLAN TIC DEEP SEA RED CRAB	SCALL OP - LIMITE D ACCES S	SCU P	SUR F CLA M	SKA TE	SQUID/MACKEREL/BUT TERFISH	TILEFI SH
2331 39	AARON & ALEXA	800	1		1			D		1,A1	E	A						1	1	3,4	
1158 56	ALLISON CAROL	800	1		1	1				A1	D	A								3,4	
1496 32	ALYSSA & ANDREW	800	1		1	1		D	A	1,A1	E	A		6	A			1	1	3,4	1
1444 13	AMANDA & ANDY II	Non e	1		1			D		1	C	A							1	3,4	1
1106 88	AMANDA & ANDY III	800	1		1			D		1,A1	E	A							1	3,4	
1346 30	AMBER AND JOHN	800	1		1					A1		HA									
2503 66	ANGELA & ROSE	Non e	1		1	1		D	B	1	D	A		6	A		1	1	1	3,4	1
4101 06	CAPT JOE	Non e	1	1	1	1		D	A	1	D	A		6	A		1	1	1	1A,3,6	1
3303 62	CAPTAIN DOMINIC	Non e			1			D		1	C	A		6					1	3,4	
2207 48	CAROL ANN	800	1		1					A1	E	A							1	3,4	
1494 96	CAT EYES	Non e	1		1			D	A	1	E	A		6	A				1	3,4	1
2518 53	CLAUDIA MARIE	800								A1	D	A									
2506 59	DEBRA ANN II	Non e	1		1	1		D	A	1	D	A		6				1	1	3,4	
1211 55	DUNLIN	800	1,2		1					A1	E	A							1		2
2313 02	EARLY TIMES	Non e	1		1			D	B	1	D	A			A		1	1	1	3,4	1
1486 68	FOXY LADY	Non e	1		1			D		1	D	A		6				1	1	3,4	1
2510 02	GANNET II	Non e	1		1			D		1	D	A			A				1	3,4	1
2147 61	HARVEST MOON	Non e	1		1			D		1	E	A							1	1C,3,4	
2310 19	KATHRYN LEIGH	800	1,2	2	1	2		D		A1	E	A			A		2		1	2,3,4	1,2
2403 55	KENNETH J DUNCAN	800	1		1			D	B	1,A1	C	A		6				1	1	3,4	1
1492 33	KEYWEST	Non e	1		1	1		D		1	C	A			A				1	3	1

Exhibit D

1213 38	LABOR IN VAIN	800	1,2		1			D		1,2,A1	E	A						1	2,3,4		
1492 95	LADY ELAINE	800			1			D	B	1,A1	E	A									
2129 24	LADY J	800	1		1					A1	E	A							4		
1496 77	LADY JUSTINE	Non e	1		1	1		D		1	E	A						1	3	1	
1504 85	LITTLE STORM	Non e	1		1			D		1	D	A			A			1	3,4	1	
2503 11	MANFOR D L PORTER	800	1		1			D	B	1,A1	C	A		6	A			1	1	3,4	1
1504 01	MARK TWIN	Non e				1		D		1	E	A			A		1	1	3,4	1	
3109 95	MIDNIGH T SUN	Non e	1	1	1	1		C	C	1	D	A				1		1	1A,3,6,T3	1	
1507 85	MIKES SKIFF	Non e	1	1	1			D			E	A			A			1	3,4	1	
4102 42	MISS TRISH II	Non e			1			D		1	C	A		6				1	1	3,4	
1498 24	MONI HONI II	Non e	1	1	1	1		D		1	D	A			A		1	1	3,4	1	
1523 50	MY GRACE	Non e	1		1	1		D		1	D	A			A			1	3,4	1	
1468 60	MYSTIQU E LADY	Non e	1		1			D	B	1	E	A			A			1			
4102 20	ORION	Non e	1	1	1	1		D		1	E	A			A		1	1	1A,3,4,6	1	
4101 67	PRINCESS LAURA	Non e	1	1	1	1		D		1	D	A			A		1	1	1A,3,4,6	1	
1514 27	RAZZO	Non e	1		1			D	C	1	E	A			A			1	1	3,4	1
1523 64	SABRINA MARIA	Non e	1		1			D		1	E	A		6	A			1	1	3,4	1
2505 08	SANTO PIO	Non e	1		1			D		1	D	A			A			1	3,4	1	
3208 92	SEA FARMER II	Non e	1	1	1	1	1	D	C	1	C	A		6	A		1	1	1	1A,5,6,T3	1
1482 39	SEA OX	Non e	1							1		HA								3,4	
1505 93	SKIFF	Non e	1		1			D		1	D	A						1	3	1	
1497 10	SOLINA SOO	Non e	1		1					1	E	A						1			
2508 87	SS MELON III	800	1		1	1		D	B	1,A1	C	A					1	1	3,4	1	
1521 87	TERMINA TOR II	800	1		1			D	B	1,A1	D	A			A		1	1	3,4	1	
2236 77	TOBY ANN	800	1		1			D		A1		D						1	4		
1368 46	TRIBIAH LEE	Non e	1		1			D		1	D	A			A			1	3,4	1	
3304 48	TYLER	Non e	1		1			D		1	E	A			A			1	3,4	1	
1503 69	UNNAME D	Non e			1					1	D	A						1			
1505 74	UNNAME D	Non e	1		1			D			E	A			A			1	3,4	1	
1509 09	WATER TENDER	Non e	1		1	1		D			E	A			A			1	3,4	1	

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

PERMIT	VESSEL NAME	Coastal Lobster	Mobile Gear	Herring	Dogfish	Gillnet	Sea Urchin Dredge	Sea Urchin Diver	Striped Bass	Scallop Dredge	Fish Weir	Menhaden	Northern Shrimp	Purse Seine	Fluke	Shellfish	Scallop Shucking	Skup	Sea Bass	Squid
110688	AMANDA & ANDY III				1	1	1		1				1							
115856	ALLISON CAROL	1				1	1								1					
121155	DUNLIN	1				1	1		1							1				
121338	LABOR IN VAIN	1							1											
134630	AMBER AND JOHN	1	1	1	1	1														
136846	TRIBIAH LEE		1	1	1				1				1			1	1	1		1
144413	AMANDA & ANDY II										1	1	1	1						
146860	MYSTIQUE LADY		1	1	1				1	1		1				1	1	1	1	1
148239	SEA OX	1				1			1											
148668	FOXY LADY	1	1		1	1				1				1						
149233	KEYWEST								1											
149295	LADY ELAINE	1														1				
149496	CAT EYES			1									1				1			
149632	ALYSSA & ANDREW	1	1									1	1							
149677	LADY JUSTINE																			
149710	SOLINA SOO																			
149824	MONI HONI II																			
150401	MARK TWAIN																			
150485	LITTLE STORM																			
150593	SKIFF																			
150785	MIKES SKIFF																			
150909	WATER TENDER NINE																			
151427	RAZZO			1	1		1	1					1			1	1		1	
152187	TERMINATOR II	1	1	1	1		1	1	1				1			1	1			1

Exhibit D

152350	MY GRACE			1									1			1	1			
152364	SABRINA MARIA		1	1									1			1				
212924	LADY J	1				1				1										
214761	HARVEST MOON		1	1					1				1			1	1	1	1	1
220748	CAROL ANN	1					1		1											
223677	TOBY ANN				1				1											
231302	EARLY TIMES		1										1			1	1			
233139	AARON & ALEXA	1			1								1		1	1				
240355	KENNETH J DUNCAN	1			1	1										1	1			
250311	MANFORD L PORTER	1			1	1										1	1			
250366	ANGELA & ROSE												1			1				
250508	SANTO PIO			1									1			1	1			
250659	DEBRA ANN II		1	1	1				1				1			1	1			
250887	S S MELON III	1				1			1						1					
251002	Gannet II												1							
251853	CLAUDIA MARIE	1				1	1												1	
310995	MIDNIGHT SUN			1	1								1		1	1	1	1	1	
320892	SEAFARMER II				1								1		1	1	1		1	1
330362	CAPTAIN DOMINIC																			
330448	TYLER																1			
410106	CAPT JOE																			
410167	PRINCESS LAURA															1				
410220	ORION																			
410242	MISS TRISH II			1									1							
330851	BOOMER TOO				1								1		1					
310394	PADRE PIO			1															1	
330792	AMERICA				1								1		1					
410369	OLYMPIA																			
330638	GUARDIAN				1								1		1					
420077	Mr. Pete																			

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EXHIBIT E: Penalty Schedule

NEFS II Penalty Schedule			
VIOLATION REGARDING REPORTING, DOCUMENTATION REQUIREMENTS:			
VIOLATION	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE
All violations include but not limited to: providing false statements or supporting documentation on applications or reports to the Sector; late reporting or non-reporting; unreasonable interference with onboard data collectors; failing to participate in Sector Catch Monitoring Programs; (technical and minor violations may result in a letter of warning).	Written Warning <u>or</u> up to \$5000.00	Written Warning <u>and</u> up to \$7,500.00.	Written Warning <u>and</u> up to \$10,000.00 <u>and/or</u> stop fishing order.
VIOLATION REGARDING EXEMPTION PERMIT REQUIREMENTS			
All violations including but not limited to: failure to comply with a permit condition/restriction/letter of authorization issued to Sector Vessels by the Regional Administrator; or failure to comply with VMS/DAS requirements. (Technical and minor violations may result in a letter of warning).	Written Warning <u>or</u> up to \$10,000.00	Written Warning <u>and</u> \$10,000.00-\$50,000.00.	Written Warning <u>and</u> up to \$100,000.00 <u>and/or</u> stop fishing order.
VIOLATION REGARDING TIME/AREA/GEAR RESTRICTIONS			

All violations including but not limited to: exemption areas, closed fisheries, closed season, restricted gear/management areas. (Technical and minor violations may result in a letter of warning).	Written Warning <u>or</u> up to \$20,000.00	Written Warning <u>and</u> \$20,000.00-\$50,000.00.	Written Warning <u>and</u> up to \$100,000.00 <u>and/or</u> expulsion.
VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK			
All violations including but not limited to a violation of a stop fishing order, fishing in a closed area, transfer of fish from non-sector vessel to a sector vessel, transfer of fish from sector vessel to a non-sector vessel; subverting the reporting requirements or any other action so egregious that it would severely jeopardize the Sectors existing and future authorization(s).	Written Warning <u>and</u> up to \$50,000.00 <u>or</u> stop fishing order.	Stop fishing order <u>or</u> Expulsion.	Expulsion.
VIOLATIONS REGARDING THE SECTOR'S AT-SEA AND/OR ELECTRONIC MONITORING PROGRAM			

<p>All violations including but not limited to a violation by a Member/Vessel that fails to comply with the ASM cancellation policy established by the Sector with the ASM Provider(s); sailing without an waiver on Audit EM trips; subverting vessel selection with No Call/No Show Activity; ASM refusal; failure to comply with Individual Vessel Monitoring Plan including but not limited to discarding fish at agreed upon site locations.</p>	<p>Written Warning and payment of any associated costs.</p>	<p>Written Warning and Double the payment of any associated costs.</p>	<p>Stop Fishing order for the Vessel for one month.</p>	
<p>All violations including by not limited to: unreasonable interference with onboard data collectors (NEFOP, ASM, EM); obscuring cameras physically or by failure to clean, Failing to participate in Sector Catch Monitoring Programs (note: technical and minor violations associated with sector catch monitoring programs may result in a letter of warning)</p>	<p>Written Warning and payment of any associated costs. The Captain and the Owner must meet with Enforcement Board to discuss said violation.</p>	<p>Written final warning. Double the payment of any associated costs. The Captain and the Owner must meet with the Enforcement Board to discuss said violation.</p>	<p>Stop Fishing Order for the Vessel for the remainder of the year.</p>	

All violations associated with failure to pay ASM and/or EM fee in a timely manner as invoiced by the Sector.	Written request for payment from the Board of Directors.	Written request for payment from the Enforcement Board and a 5% surcharge will be added to the total owed.	Confiscate sufficient quota from the member to cover outstanding balance including any surcharges.	
VIOLATIONS REGARDING THE SECTOR'S AT-SEA MONITORING PROGRAM				
All violations including but not limited to a violation by a Member/Vessel that fails to comply with the ASM cancellation policy established by the Sector with the ASM Provider(s); subverting vessel selection with No Call/No Show Activity; ASM refusal.	Written Warning and payment of any associated costs.	Written Warning and Double the payment of any associated costs.	Stop Fishing order for the Vessel for one month.	
All violations including by not limited to: unreasonable interference with onboard data collectors (NEFOP, ASM); failing to participate in Sector Catch Monitoring Programs (note: technical and minor violations associated with sector catch monitoring programs may result in a letter of warning)	Written Warning and payment of any associated costs. The Captain and the Owner must meet with Enforcement Board	Written final warning. Double the payment of any associated costs. The Captain and the Owner must meet with the	Stop Fishing Order for the Vessel for the remainder of the year.	

	to discuss said violation.	Enforcement Board to discuss said violation.	
All violations associated with failure to pay ASM fee in a timely manner as invoiced by the Sector.	Written request for payment from the Board of Directors.	Written request for payment from the Enforcement Board and a 5% surcharge will be added to the total owed.	Confiscate sufficient quota from the member to cover the outstanding balance including any surcharges.

Exhibit F: Administrative Provisions Addendum:

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

SECTOR OPERATIONS PLAN AND AGREEMENT

1. Sector Name.
2. Sector Eligibility and Membership.
4. Sector Allocation and Exemptions.
5. Distribution of Sector ACE.
6. Sector Manager and Registered Agent.

6.1 Communication with Sector.

7. Consolidation Plan.

8.1 Harvest Share Reserve.

8.2 Harvest Share Use. Section 8.2 is administrative except to the extent that it applies to the Sector managers' ability to impose and utilize legal means to recover Liquated damages as authorized in section §10.10 of this agreement, in which case NMFS enforcement procedures may apply.

8.2.1 Non-Active Members. Section 8.2.1 is administrative except to the extent that it applies to the Sector managers' ability to impose and utilize legal means to recover damages as authorized in section §10.10 of this agreement, in which case NMFS enforcement procedures may apply.

8.3 Harvest Share Transfer.

8.4 Harvesting Rules and Fishing Plan. Section 8.4 is administrative except to the extent that it applies to Harvesting Rules Sections 1, 5, 6, 8, 9, 11, 16, 17, and 22, which are enforceable and therefore not considered administrative under this section. This section is also administrative except to the extent that it applies to Harvesting Rules Section 8 Stock Area Declaration. Sub-Section 7.1 is administrative in nature.

8.5 Re-direction of Effort.

1 8.6 Sector Vessel Interactions with Allocated Species in Non-Amendment 16
2 Fisheries.

3 8.7 Consolidation and Redistribution of ACE:

4 9. Release of Catch Data.

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

8 10. Breach and Remedies for Breach.

9 10.1 Liquidated Damages Schedule and Schedule Amendments.

10 10.2 Enforcement Committee.

11 10.3 Liquidated Damages Base Value and Multiplier Adoption.

12 10.4 Liquidated Damages Calculation.

13 10.5 Notice to Vessel Masters; Assumption of Liability.

14 10.6 Liquidated Damages Security.

15 10.7 Manager Action in Response to Apparent Breach.

16 10.8 Member Appeals.

17 10.9 Voluntary Compliance.

18 10.11 Consequential Damages for Gross Negligence or Willful Misconduct.

19 10.12 Distribution of Damages.

20 11. Joint Liability and Indemnification.

21 12. Membership Termination

22 15. Permit Transfer/Sale: Except, in the event a court or arbitration panel issues an
23 order directing parties to stop any ongoing processing of a permit transfer. In such a case NOAA is
24 requested to comply with said order and suspend any permit transfer work until the dispute is fully
25 resolved.

26 16. Release and Waiver of All Claims against Sector Manager; Indemnification and
27 Hold Harmless.

28 17. Sector Membership Fees.

29 18. Binding Arbitration.

30 19. No Collective Marketing.

31 20. Amendment and Incorporation by Reference.

EXHIBIT A - HARVESTING RULES

2. QUOTA MANAGEMENT:

3. RESERVE:

4. SLOWING CATCH:

7.1 INSHORE GULF OF MAINE DECLARATION

11.1 CLOSED AREA II GEAR SHARING AGREEMENT

12. CATCH REPORTS:

18. RESERVED FOR FUTURE USE:

19. DATA MANAGEMENT:

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

22.1 USE OF MONITORING SERVICES:

22.3 ADDITIONAL COVERAGE

23. AT SEA MONITORING PROGRAM GOALS AND OBJECTIVES

25. RESERVED FOR FUTURE USE

27: SAFE HARBOR PROTOCOL:

28. SECTOR UNDERSTANDING AND ACKNOWLEDGEMENTS

29: MODIFICATION OF HARVESTING RULES

Exhibit C – Sector Roster, as it relates to identification of Active Vessels is Administrative.

Exhibit D – Additional Permit Information is administrative

Exhibit E – Penalty Schedule is administrative.

Exhibit F – Administrative Addendum is administrative

Exhibit G - Explanatory Addendum is administrative

Exhibit H – Contact Info is administrative

Exhibit F: Administrative Provisions Addendum

1 **Exhibit G: EXPLANATORY ADDENDUM**

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

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

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

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Exhibit H: INFORMATIONAL ADDENDUM

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

Name	Title	Responsibility	Email	Phone	Streat	City and State	Zip
David Leveille	Manager	Day-to-Day Sector Operations Reporting i.e. vessel reporting requirements involving sector trips. Sector Specific Outreach Sector Specific Research. Fishing Vessel specific research is vessel specific, contact vessel					
David Leveille	Manager	Data Management i.e. questions regarding software systems utilized by Sector for Weekly Report Computation					
Jackie Odell	Executive Director NSC	Policy					
Albert Cottone	Registered Agent	registered agent on behalf of the Sector					
Owner of F/V	Owner of F/V	Fishing Vessel specific research is vessel specific					

EXHIBIT I: FY 2026 (May 1, 2026 – April 30, 2027) Operations Plan Updates

[To be completed in accordance with NMFS schedule for year two, FY 2026
(May 1, 2026 – April 30, 2027) of the Sectors Bi-Annual Operations Plan and Agreement]

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Exhibit J: ASM Provisions

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

- 1.1 RANDOMIZED SELECTION OF COVERAGE PROCESS:** The NEFS 2 sector will use PTNS to deploy NEFOP observers, at-sea monitors, and/or electronic monitoring in a way to achieve coverage at the target percentage of trips that is random and representative of fishing activities of the sector.

- 1.2 DATA COLLECTION & AT-SEA MONITORS:** The Service Provider must ensure that all At-Sea Monitors are trained and equipped in accordance with NEFSC/NMFS standards. At-Sea Monitors ("ASM") primary responsibility is to collect accurate actual weights on the discard portion of the catch, as well as accounting for all catch (kept and discarded) on each tow/haul. Data collected by the ASM will be used to quantify the discards that occur on that trip. This data will also be used to estimate the discards that occur by sector vessel trips that were not selected to take an ASM. The ASM will be responsible for describing various aspects of the gear(s) and recording the catch compensation and corresponding weights on a haul by haul basis. The specific data fields to be observed and methods used to collect the data are detailed in the training and published in an At-Sea Monitoring Manual by NMFS. Any additional data collection requests or procedures not directly related to the purpose of this program i.e. catch verification and discard information must be agreed upon by the Sector and the Provider(s) prior to implementation. All data must be reported electronically in a standard acceptable form from the At-Sea Monitor to the Sector and NMFS within 48 hours of completion of the trip. The Sector notes that for FY 2025, NMFS via the NEFSC will be reviewing data submitted by ASM for quality assurance and will be computing and producing both the assumed discard rates and observed discard data for the Sector to use in its reports as accessible on SIMMs.

1.3 VESSEL OPERATIONS:

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

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

1.4.1 NOTIFICATION OF SELECTION/WAIVER FROM ASM:

- A. Trips Not Selected for Coverage:

- i. Trip Boats: A Vessel that has completed their pre-trip

Exhibit J: ASM Program

notification for trips which will be 48 hours or longer will be notified upon completing their pre-trip notification, if not preliminarily selected for a NEFOP Observer, whether the trip has been preliminarily selected for an At-Sea Monitor. If the trip has been selected for an ASM the Vessel will work with the Provider(s) on all details pertaining to the trip and may set sail at any time as long as an ASM is onboard, or a subsequent waiver has been granted. If the trip has not been preliminarily selected for an ASM the vessel may set sail at any time up to the estimated departure date and time provided in their pre-trip notification.

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

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

- i. NEFOP: NEFOP Observers take precedence over all other monitors. If the trip is selected for a NEFOP observer, the vessel shall follow all NEFOP protocols and requirements.
- ii. At-Sea Monitoring: If the trip is selected for coverage under the ASM Program, Vessels shall follow all appropriate Sector ASM Program protocols and processes as outlined in this section. Sector Vessels selected for ASM coverage are not allowed to set sail until the ASM arrives and is onboard or a waiver is granted by the ASM Provider(s).
- iii. Delays: If a vessel must delay a multi-day trip sail date, and has been selected for an ASM, the vessel must notify their ASM Provider(s) & Sector Manager immediately. Trips greater than 48 hours, may delay their sail date/time up to 48 hours from the estimated sail date and time provided in their Pre-Trip notification, provided that an ASM is still available to sail on that trip or a waiver is granted.
- iv. Cancellations: If a Sector Vessel is selected for ASM Coverage and must cancel their trip, the Vessel will be automatically

selected for ASM Coverage on their next notified trip, or the next time an ASM is available for coverage.

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

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

1.5 AT-SEA MONITORING OPERATIONAL STANDARDS:

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

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

1.6 WAIVERS:

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

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

Exhibit J: ASM Program

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

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

2.0 NOAA FISHERIES DESIGNED ASM PROGRAM:

C.1. 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:

- 1) Increased number of coastal and marine ecosystems maintained at a healthy and sustainable level
- 2) Increased social and economic value of the marine environment and resources (e.g., seafood, recreation, and tourism)

- 3) Increased number of acres and stream-miles restored for coastal and ocean species
- 4) Increased number of protected species in a stable condition or in an upward trend
- 5) Increased number of managed species that are at optimum levels
- 6) Improved ecological conditions in coastal and ocean protected areas

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

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

Every sector will be held to the same ASM coverage target. ASM, NEFOP, and NEFOP Limited coverage will contribute to the target. NEFOP and NEFOP Limited coverage is based on fleet-specific SBRM coverage requirements and will vary by sector. The coverage rates apply to the trip level. At-Sea Monitors will be systematically assigned by NMFS to a vessel to ensure the coverage is fair and even. Several types of fishing gear may be used: longline, trawl, and gillnet. A monitored trip must be a trip where landings of groundfish occur (a "groundfish", "skate" or "monkfish" trip as defined in Amendment 16). At-Sea Monitoring standards will be consistent with the final regulations implemented under Amendment 16, unless further specified by NMFS. As described in the rule, Northeast Fisheries Observer Program (ASM) observers take precedence over At-Sea Monitors for vessel placement when deployments overlap

C.2. AT-SEA MONITOR PROGRAM OBJECTIVES

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

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

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

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

C.3. SCOPE AND OUTCOMES

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

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

C.3.1. Policies and Regulations

In addition to the Federal Acquisition Regulation (FAR) clauses referred to and listed herein of this Request for Proposal (RFP), the contractor shall comply with the Federal Regulations, Acts, Executive Orders, Special Publications, Guidelines, NOAA

1 Directives and Policies and standards listed below. This listing is not all-inclusive and is not
2 intended to relieve the contractor of its responsibilities for identification of applicable
3 statutes, regulations and procedures and compliance therewith, when performing work
4 under this SOW.

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

22 C.4. PERFORMANCE WORK STATEMENT

23 The contractor shall meet all requirements of the SOW.

24 C.4.1. Management Requirements

25 C.4.1.1. Project Management

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

36 C.4.1.2. Project Manager

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

42 C.4.1.3. Coordinators

43 The contractor shall assign coordinators as needed to coordinate At-Sea
44 Monitor deployment and provide At-Sea Monitor support services. The coordinator shall be
45 designated as key personnel under this contract (per section H.8). All coordinators are
46

1 required to maintain current At-Sea Monitor Certification. Ensure that all key personnel
2 attend any refresher trainings for At-Sea Monitors. For a specific job description see Section
3 J, Attachment 2, Labor Category Classifications and Job Descriptions.

4 C.4.1.4. Management Reporting and Coordination

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

10 C.4.1.5. Performance Measures

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

13 C.4.2. Operational Requirements

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

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

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

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

31 C.4.2.2. Eligibility Requirements

32 C.4.2.2.1. Educational Qualifications

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

38 C.4.2.2.2. Non-Conflict of Interest

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

40 C.4.2.2.3. Physical/Medical Condition

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

42 C.4.2.2.4. Communication Skills

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

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

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

3 C.4.2.2.6. Statement of No Criminal Conviction

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

5 C.4.2.2.7. CPR and First Aid Requirements

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

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

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

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

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

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

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

32 iii. Observer/At-Sea Monitors shall collect length samples from segments of
33 the catch. Observer/At-Sea Monitor protocols, priorities, and data/sample collection
34 procedures are detailed in the At-Sea Monitor Manual.

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

41 v. Observers shall participate in all training, briefings and debriefings as
42 required by the COTR. Observer/At-Sea Monitors shall participate in port orientations, if
43 offered by NMFS and requested by the COTR (Section B – Supplies or Services and
44 Prices/Costs Training CLIN 0003, 1003, and CLIN 2003. Debriefing of the observer/At-Sea
45 Monitor ensures that the data are complete and as accurate as possible before computer
46 audits are run. Debriefing also provides immediate feedback to the observer/At-Sea Monitor

1 in the field and errors can be corrected immediately. Debriefings shall occur on a regular
2 basis and as frequently as possible either by email, phone or in person. Debriefings shall
3 consist of but are not limited to:

- 4 1) Reviewing sampling methods and answering observer/At-Sea Monitor
5 questions;
- 6 2) Reviewing preliminary data;
- 7 3) Correcting any data errors;
- 8 4) Reviewing any other past errors or changes in sampling techniques or
9 recorded on forms;
- 10 5) Reviewing any logistical problems or concerns encountered by the
11 observer/At-Sea Monitor; and
- 12 6) Testing observer/At-Sea Monitor ability to adhere to sampling protocols
- 13 7) Checking gear calibration
- 14 8) Providing the observer/At-Sea Monitor with any updates on
15 modifications to sampling procedures or other program information.

16 vi. Observer/At-Sea Monitors who encounter captains or vessels' owners
17 operating in fisheries requiring mandatory observer/At-Sea Monitor coverage that refuses to
18 accept the observer/At-Sea Monitor on their vessel for deployments shall provide
19 documentation of the refusal to NMFS. This documentation shall be provided via e-mail or
20 hard copy to the Branch Chief of the Fisheries Sampling Branch on the day of the event. This
21 documentation shall be of sufficient substance and detail to be usable for NMFS
22 enforcement actions. Narrative shall be provided to completely answer the following
23 guideline questions: who, what, when, and where. This shall be reported on the Incident
24 Report Form (Section J, Attachment 8, Incident Report Form).

25 vii. Observer/At-Sea Monitors may be asked to perform various program
26 support tasks (industry outreach activities, industry meetings, observer/At-Sea Monitor
27 training sessions, port orientations, reconnaissance, other research project needs, etc.). Each
28 observer/At-Sea Monitor should attend at least one (1) Fishery Council Meeting each year in
29 their assigned area. The contractor shall invoice NMFS separately for these hourly costs in
30 Section B Supplies or Services and Prices/Costs Hourly Rate observer/At-Sea Monitor CLINS
31 0004, 1004 and 2004, and travel costs in Section B Supplies or Services and Prices/Costs
32 Travel CLINS 0002, 1002, and 2002.

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

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

- 41 1. Performs routine tasks associated with recurring and continuing work
42 according to prescribed or established procedural standards and technical methods assigned.
- 43 2. Assures that tasks are completed, data developed, methods used in
44 securing and verifying data are technically accurate and in compliance with instructions and
45 established procedures.

3. Makes estimates of amounts and species composition of fish caught, retained and discarded, using at a minimum, simple, single stage sampling techniques and dichotomous keys.
 4. According to established standards and detailed procedures, records data on appropriate forms and logs, some of which may be electronic.
 5. Maintains field equipment and supplies.
 6. Collects scientific, management, compliance information, and make observations of fishing operations.
 7. Use and complete a pre-boarding vessel safety checklist.
 8. Measures selected portions of catch including incidentally caught marine mammals, sea birds and sea turtles.
 9. Uses calculator and/or PC for calculations and recording data.
 10. Obtains, enter and transfer data electronically.
 11. Obtains and record information on gear characteristics of fishing gear types while working either on board vessels, on an alternative platform, or at a shore-based facility.
 12. Use interpersonal and communication skills to contact fishermen and schedule observer/At-Sea Monitor sampling trips.
 13. Observes and documents compliance with fishery regulations, and write affidavits as required.
- (c) Fishery Observer/At-Sea Monitor II - The Fishery observer/At-Sea Monitor II shall meet and perform all the General Requirements specified in C.4.3.2a, perform all duties of Fishery observer/At-Sea Monitor I and the following additional duties:
1. Independently executes duties, while learning when and how to resolve exceptions and special problems.
 2. Estimate amounts and species composition of fish caught, retained and discarded, utilizing knowledge of various statistically valid sampling methods and dichotomous keys.
 3. Measure selected portions of catch including incidentally caught marine mammals, sea birds and sea turtles.
 4. Uses calculator and/or PC for calculations and recording data.
- (d) Fishery Observer/At-Sea Monitor III - The Fishery Observer/At-Sea Monitor III shall meet and perform all the General Requirements specified in C.4.3.2a, perform all duties of Fishery observer/At-Sea Monitor II and the following additional duties:
1. May act as field coordinator of lower graded fishery observer/At-Sea Monitors.
 2. Demonstrates extensive familiarity of methods, procedures and management to ensure proper day-to-day operations.
 3. Shifts from one type of responsible technical assignment to other types, which are different in terms of equipment used, of data used, and uses to which data will be put.
 4. Makes estimates of amounts and species composition of fish caught, retained and discarded, utilizing knowledge of various statistically valid sampling, sub-sampling methods and dichotomous keys.

1 5. According to established standards and detailed procedures, records
2 data on appropriate forms and logs, some of which may be electronic and provide
3 recommendations for updates.

4 6. Oversees the maintenance of field equipment and supplies.

5 7. Collect scientific, management, compliance information, observations of
6 fishing operations, measure selected portions of catch including incidentally caught marine
7 mammals, sea birds and sea turtles.

8 C.4.2.3.1. Data Deliverables

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

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

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

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

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

30 C.4.2.3.2. At-Sea Monitor Communication

31 At-Sea Monitors shall maintain regular contact with their assigned NMFS
32 editor/debriefer. All At-Sea Monitors shall call their editor/debriefer prior to making a trip in
33 a fishery or program covered for the first time or as requested. At-Sea Monitors shall return
34 phone calls or reply to email questions as soon as realistically possible (i.e., before departing
35 on a multi-day trip). NMFS can request that an in-person meeting occur with an At-Sea
36 Monitor at any time. These meetings will take priority over accomplishment of the sea day
37 schedule. All travel costs associated with required in person debriefings, exit interviews and
38 meetings with NMFS will be reimbursed under the travel provision section herein (Section B
39 Supplies or Services and Prices/Costs Travel CLINS 0002, 1002 and 2002) and the At-Sea
40 Monitor hourly rate will be reimbursed under the hourly rate provision section herein
41 (Section B Supplies or Services and Prices/Costs Hourly Rate At-Sea Monitor CLINS 0004,
42 1004 and 2004).

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

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

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

10 C.4.3. At-Sea Monitor Support Services

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

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

15 C.4.3.2. Training and Debriefings

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

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

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

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

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

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

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

1 that are willing to take two (2) At-Sea Monitors, setting up the logistics of the trip, and
2 communicating with NMFS regularly providing updates on the status of the trip (Section J,
3 Attachment 16, Trip Trainer Certification Program).

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

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

22 Compensation for the At-Sea Monitor's time at the refresher training and all
23 other training as well as meals & reimbursement (M&I) and lodging will be reimbursed by
24 NMFS (Section B – Supplies or Services and Prices/Costs Training CLINS 0003, 1003, and
25 2003). Costs for travel to and from the training center will not be covered by NMFS.

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

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

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

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

4 The contractor shall make At-Sea Monitors available to NMFS (Enforcement
5 and FSB staff) for the purposes of routine debriefings, requested meetings regarding data
6 quality issues, investigating circumstances of alleged refusals by vessels to take an At-Sea
7 Monitor or other violations of the Magnuson-Stevens Fishery Conservation Act (MSA),
8 Marine Mammal Protection Act (MMPA), or the Endangered Species Act (ESA) recorded by
9 the At-Sea Monitor in the course of his/her duties (Section B Supplies or Services and
10 Prices/Costs Training CLINS 0003, 1003 and 2003) and hourly wages associated with the
11 training (Section B Supplies or Services and Prices/Costs Hourly Rate At-Sea Monitor CLINS
12 0004, 1004 and 2004). All At-Sea Monitors shall call their editor/debriefer prior to making a
13 trip in a fishery or program covered for the first time.

14 C.4.3.3. Data Quality Control

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

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

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

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

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

37 C.4.3.5. Travel and Lodging

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

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

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

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

C.4.3.6. Vessel Selection

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

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

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

For the groundfish fishery (notifies NMFS when they are sailing), the contractor will be notified of trip selection via the website. The contractor may accept or decline trips within twelve (12) hours. The reasons to decline a trip must be related to limited At-Sea Monitor availability or reported safety concerns. The contractor must take the trip once they have claimed acceptance. If there is an unforeseen emergency that results in changing the contractor's acceptance of a trip, it shall be reported to the COTR. If a trip is accepted by a contractor, the contractor would make contact with the vessel for trip

1 logistics. If a vessel informs the contractor that they are cancelling a trip selected to carry an
2 At-Sea Monitor, the contractor shall report that to NMFS twenty-four (24) hours after the
3 scheduled sail date. The COTR shall be notified all circumstances in which At-Sea Monitors
4 were late or missed a scheduled trip for all fisheries as referenced in Section F.5.13.

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

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

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

28 C.4.3.7. Safety Requirements

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

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

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

1 C.4.3.8. Communication

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

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

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

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

19 C.4.3.9. Notification of Potential Infractions

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

31 C.4.3.10. Vessel Operations and Working Conditions

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

39 At-Sea Monitor Health and Safety Regulations require sleeping areas for the
40 At-Sea Monitor to be equal to those of the crew. Some vessels have no shower and may lack
41 permanent toilets or bunks. Although vessels may not have separate facilities for women,
42 federal regulations require reasonable privacy for female At-Sea Monitors. Female At-Sea
43 Monitors on a vessel with an all-male crew must be accommodated with adequate privacy
44 which can be ensured by installing a curtain or other temporary divider, in a shared cabin.
45 Because of the size and responsiveness of these vessels to sea conditions, motion sickness
46 can be debilitating for some individuals and should be seriously considered in all prospective

At-Sea Monitor candidates. Most vessels carry no trained medical personnel aboard and rely upon first aid knowledge of the boat's operator in consultation with land-based physicians via radio.

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

C.4.3.11. Data Quality

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

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

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

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

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

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

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

1 check cancellation fees (Section F.5.18). The contractor shall provide evidence for all check
2 cancellation fees to the COTR.

3 C.4.3.13. Contractor Standards of Conduct

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

8 C.4.3.14. At-Sea Monitor Termination Documentation

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

14 C.4.3.15. Emergency Action Plan

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

22 C.4.3.16. Quality Assurance Plan

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

29 C.5. PERFORMANCE MONITORING

30 C.5.1. Quality Assurance Surveillance Plan

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

33 C.6. SECURITY RISK LEVEL DESIGNATIONS

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

LABOR CATEGORY	SECURITY RISK
Program Manager	Low
Coordinator	Low
Observer I, II, III	Low
Investigation Packages	

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

- 41 • 0 – 30 days = Security Worksheet, Finger Print Cards (FD 258 Cards)

- 31 – 179 days = Security Worksheet, SAC Form (OFI Form 86C), Finger Print Cards (FD 258 Cards)
- 180 or greater days = EQIP Package
 - o Security Worksheet
 - o Electronic Questionnaire (filled out after applicant has been placed in EQIP)
 - o EQIP Signature pages (generated after applicant has completed Questionnaire in EQIP)
 - o Declaration for Federal Employment (Optional Form 306)
 - o Finger Print Cards (FD 258 Cards)
 - o Fair Credit Reporting Form (filled out based on position sensitivity)
- Foreign National (FN) Information (must be submitted along with Investigation Packages)
- Foreign Nationals is anyone who is a non-US citizen or non-green card holder (aka permanent resident card). Foreign Nationals fall into two categories: Visitors or Guests. Visitors are personnel onsite for up to 3 days; or whom will be attending a conference, workshop, or training (which can go up to 5 days). Guests are personnel who will be onsite over 3 days and who do not fall into the 5 day category listed above. All Foreign National Visitor/Guests information must be submitted through the Foreign National Registration System (FNRS) by NMFS.
- C.7. CLAUSES INCORPORATED BY REFERENCE
- C.7.1. CAR 1352.237-71 SECURITY PROCESSING REQUIREMENTS—LOW RISK CONTRACTS (APR 2010)(Reference 48 CFR 1337.110-70)(c))
- C.7.2. CAR 1352.237-73 FOREIGN NATIONAL VISITOR AND GUEST ACCESS TO DEPARTMENTAL RESOURCES (APR 2010) (Reference 48 CFR 1337.110-70)(e))

Exhibit K: Electronic Monitoring Provisions

NOAA Fisheries may not operate all approved monitoring programs in a given fishing year, depending on industry interest and available resources. Each year, NOAA Fisheries will notify sectors and monitoring providers which approved monitoring programs will be operated for the coming fishing year. Notice will be provided as far in advance of the start of the upcoming fishing year as possible to allow sectors and monitoring providers time to plan for the coming year. A sector may adopt the NOAA Fisheries EM audit model and/or maximized retention program(s) in its operations plan, provided that NOAA Fisheries is operating the program(s) in a given fishing year.

EM Program Roles and Responsibilities

Member Seeking approval to participate in Sectors EM program:

Upon request by the member the **NEFS II** Board of Directors will determine whether they will authorize a vessel to participate in the Sectors EM program for FY 2025.

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

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 2025, 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;

- 1 ○ Train the vessel owner/operator on EM system use; and
- 2 ○ Provide technical support and field services as needed.

3 A vessel must complete one burn-in trip after equipment installation, and
4 before enrollment in the sector's EM program, that demonstrates the vessel's EM system is
5 fully operational (i.e., the system is working properly, camera views are adequate, and the
6 captain and crew are familiar with and capable of complying with the catch handling
7 requirements). A vessel may need to complete additional burn-in trips to sufficiently
8 demonstrate the EM system is fully operational. Additional information on burn-in trips is
9 available in the VMP Development and Guidance document

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

16 **Additional Monitoring and Reporting Requirements**

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

24 **At-Sea Requirements**

- 25 • The vessel operator and crew onboard a vessel enrolled in an EM program must
26 maintain cameras' operability and functioning throughout the trip to ensure visibility
27 (e.g., power, cleanliness).
- 28 • The vessel operator and crew onboard a vessel enrolled in an EM program must follow
29 catch handling requirements as described in the VMP, including but not limited to
30 discarding all species at designated discard control points on the vessel. Additionally:
 - 31 ○ Vessels participating in the audit model EM must process all groundfish discards
32 using methods approved and outlined in the VMP (e.g., place groundfish
33 discards on a measuring strip in view of cameras prior to discarding).
 - 34 ○ Vessels participating in maximized retention EM must retain all allocated
35 groundfish categorized as LUMF and sort it separately from sublegal catch to
36 facilitate data collection by a dockside monitor.
- 37 • The owner or operator of a vessel enrolled in the EM program must submit:
 - 38 ○ The eVTR for the trip to GARFO in a manner consistent with existing VTR
39 requirements; and
 - 40 ○ All EM data for the trip to the EM service provider within 7 calendar days
41 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 § 648.87(b)(4).
- An EM service provider must provide evidence of adequate insurance (copies of which shall be provided to the vessel owner, operator, or vessel manager, when requested) to cover injury, liability, and accidental death to cover EM provider staff who provide services to vessels; vessel owner; and service provider. Based on prior insurance coverage levels it has approved, NMFS has determined such insurance to be adequate if it meets at least the following provisions and conditions:
 - Sufficient commercial general liability insurance and workers compensation insurance to cover the EM provider staff who provide services to vessels, vessel owners, and the EM provider; and
 - A current insurance certificate.
- 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 16 (total candidates). NMFS may waive the class size depending on program needs. Training will include reviewers employed by multiple vendors. Refresher training is conducted when data logs or protocols change. Video reviewer training is infrequent; however, attendance is mandatory.
- An EM service provider must provide of the following information pertaining to EM video reviewer candidates to NOAA Fisheries 30 working days before the beginning of the training:
 - A list of the individuals attending;
 - A copy of each person's resume;
 - Reference checks (name of individual providing the reference, association with the video reviewer, contact information (phone number, email), and information about the EM reviewer's past performance);
 - Security checks must be initiated (NOAA Fisheries will provide Form 65-7 Request for Security Assurance);
 - A copy of each candidate's transcripts; and
 - Supporting documentation to verify candidates.
- An EM service provider must provide a notification of new video review hires to NOAA Fisheries two weeks prior to the contractor/employee(s) projected start date for US Citizens. The notification requirement for all Foreign Nationals is a minimum of 30 days. The following information must be provided for each contractor/employee: Full name, phone number, and electronic mail address. NOAA Fisheries understands that a new hire list may

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

- EM video reviewer candidates must meet standards required by NOAA Fisheries consistent with EM regulations:
 - A high school diploma or legal equivalent.
 - All video review candidates employed by an EM service provider must undergo a training session with NMFS and be tested prior to certification (see § [648.87\(b\)\(4\)\(iv\)](#)). Video review candidates must meet all training standards and maintain these standards as certified video reviewers. Candidates must demonstrate their ability to collect accurate data, including the aptitude to accurately identify fish species by successfully completing and maintaining the Species Identification Verification Program requirements as specified by NMFS. Video reviewers may be required to attend refresher training sessions, at the discretion of NMFS, to maintain certification(s).
 - All video review staff employed by an EM service provider must follow NEFSC-established video review protocols. A link to complete documentation of the video review protocols can be found in the Resources Available to Sectors section.
 - EM provider staff must not have been decertified as an at-sea monitor, or an observer, due to problems with data quality or standards of conduct, in any NOAA Fisheries observer program. An EM provider staff's references of previous employment as NOAA Fisheries approved at-sea monitors or observers shall be verified by the EM provider to satisfy this requirement.
 - Absence of fisheries-related convictions, based upon a thorough background check;
 - Independence from fishing-related parties including, but not limited to, vessels, dealers, shipping companies, sectors, sector managers, advocacy groups, or research institutions to prevent conflicts of interest. This means EM provider staff may not have direct financial interest, other than the provision of monitoring services, in the fishery, including, but not limited to:
 - Any ownership, mortgage holder, or other secured interest in a vessel or processor involved in the catching, taking, harvesting or processing of fish;
 - Any business selling supplies or services to any vessel or processor in the fishery; and
 - Any business purchasing raw or processed products from any vessel or processor in the fishery.
- To ensure data quality and completion of the EM reviewer training and certification process, following completion of training, an EM video reviewer's first three reviews and the resulting data shall be immediately reviewed, edited and approved after each trip by NOAA Fisheries prior to any further trip reviews by that EM reviewer. During the EM reviewer's first three deployments their data must be received, edited, and the EM reviewer must be "cleared" by NMFS to review on their next trip. This notification will be sent via e-mail to the EM provider. The EM reviewer may not review additional trips until the e-mail notification has been sent by NMFS. If the data quality is considered acceptable, the EM reviewer would

1 become certified. NMFS may require additional training trips (beyond three) if the data
2 quality is not considered acceptable enough for certification. If the data quality is not
3 considered acceptable at any point during the initial reviews the EM reviewer would not
4 be certified by NMFS.

- 5 • An EM video reviewer's ability to work will be based on his or her certification, which
6 involves continual data quality assessments and recertification. If an EM reviewer does not
7 adhere to NMFS protocols or meet standards they may be placed on pre-probation,
8 probation or decertified, as described in the NMFS policy statement regarding certification
9 (Section J, Attachment 26, ASM At-Sea Monitor Performance Monitoring, Review, Probation
10 and Decertification).
- 11 • An EM service provider must use NOAA Fisheries data systems in the management of EM
12 data, including but not limited to:
 - 13 ○ An EM service provider must submit all required data elements for a trip (i.e.,
14 groundfish discards and other information) as described in the Video Reviewer
15 Guidance document via an EM Detail File.
 - 16 ○ An EM service provider must submit EM Detail Files to NOAA Fishery Monitoring via
17 the NEMIS API. Data must be formatted according to the API specifications. The API
18 documentation describes the data file format, the data structure, and all annotation
19 codes required for data submission to the API. The API documentation is provided in
20 a commonly used standardized format;
 - 21 ○ An EM service provider must use the NOAA Fishery Monitoring Web Portal to
22 manage EM data, including but not limited to tracking: Trips, video review status,
23 video review staff certifications, and more;
 - 24 ○ An EM service provider must use NOAA's VMP software, VMAN, for VMP submittals,
25 approvals, and updates; and
 - 26 ○ An EM service provider must sign a non-disclosure agreement to access government
27 databases and systems.
- 28 • An EM service provider must ensure all EM data is collected and transmitted in a manner
29 that ensures data integrity and protects confidential business information.
 - 30 ○ An EM service provider must securely store EM data for a period of time as specified
31 by NMFS' [policy directive](#). An EM service provider must retain and store the raw EM
32 data, reports, and other vessel EM trip records for a period of 12 months after catch
33 data is finalized for the fishing year. NMFS will notify providers of the catch data
34 finalization date for each year, typically occurring in July of the following year. EM
35 data must be stored securely, whether on hard drives, local servers, or via cloud
36 storage services. EM data must be released to NMFS personnel and authorized
37 officers, or as otherwise authorized by the owner of the vessel.
- 38 • An EM service provider must provide NMFS, and its authorized officers and designees,
39 access to all EM data immediately upon request.
- 40 • An EM service provider must provide NMFS with all software necessary for accessing,
41 viewing, and interpreting the data generated by the EM system, including submitting the
42 agency's secondary review data to the API and maintenance releases to correct errors in the
43 software or enhance software functionality.
 - 44 ○ An EM service provider's software must support a "dual user" system that allows
45 NMFS to complete and submit secondary reviews to the API.

- An EM service provider's software must allow for the export or download of EM data in order for the agency to make a copy if necessary.
- An EM service provider must provide a software training for NOAA Fisheries staff.
- An EM service provider must provide the following to NMFS upon request:
 - Assistance in EM system operations, diagnosing/resolving technical issues, and recovering lost or corrupted data;
 - Responses to inquiries related to data summaries, analyses, reports, and operational issues;
 - Access to video reviewers for debriefing sessions;
 - Technical and expert information, if EM data are admitted as evidence in a court of law. All technical aspects of a NOAA Fisheries-approved EM system may be analyzed in court for, inter alia, testing procedures, error rates, peer review, technical processes, and general industry acceptance. To substantiate the EM system data and address issues raised in litigation, an EM service provider must provide information, including but not limited to:
 - If the technologies have previously been subject to such scrutiny in a court of law, a brief summary of the litigation and any court findings on the reliability of the technology.
 - A copy of any contract between the EM service provider and sectors requiring EM services;
 - EM data and other records specified in the regulations.
- An EM service provider must provide feedback to vessels following a trip on the vessel operator and crew's catch handling and camera maintenance. The EM service provider must also provide a copy to NMFS upon request.
- An EM service provider must notify NMFS via an incident report submitted in the NOAA Fishery Monitoring [Web Portal](#) within 24 hours after the EM service provider becomes aware of any of the following:
 - Any information, allegations, or reports regarding possible harassment of EM program staff (e.g., video reviewers, technicians, dockside monitors);
 - Any information, allegations, or reports regarding possible EM system tampering;
 - Any information, allegations, or reports regarding EM service provider staff conflicts of interest; and
 - Any other information pertaining to noncompliance with program requirements, as specified by NMFS.
- Performance issues may affect a provider's eligibility for approval as an EM service provider and/or individual EM video reviewer certifications.

NMFS Responsibilities

NMFS is responsible for the following:

- VMP review and approval.
- Review and approval of EM service provider applications.
- Data and formatting standards of EM programs.

- EM data collection training for service provider staff.
- Selecting trips for the service provider to review.
- Data quality, assurance, and integrity of EM data. This includes data validation and audits, conducting a secondary review on a subset of trips to monitor the EM service provider's performance, and providing feedback to the EM service provider.
- Providing feedback on vessel reporting via the sector manager regarding reviewed trips. Feedback forms will be distributed on a weekly basis via Kiteworks.
- Video and data storage when it takes possession of a copy of EM data as an agency record.
- For the audit model program, NMFS is also responsible for:
 - a. Conducting the audit, whereby the eVTR submitted by the vessel operator is compared to the EM Detail File submitted by the EM service provider.
- For the maximized retention program, NMFS is also responsible for:
 - a. Administering an agency-run DSM program in support of a maximized retention EM program (Fishing year 2025 only).

AUDIT ELECTRONIC MONITORING:

Program Goal

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

Description of the Audit Model Process: Under this model, the vessel operator and crew adhere to catch handling protocols for all sector EM trips (based on whether the vessel has an approved VMP for a given gear type). The vessel operator and crew hold groundfish discards on a measuring board and under a camera prior to discarding, and discard other species in view of cameras at designated discard control points. The vessel operators estimate 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.

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

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

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

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

Audit EM Program Duration

- A vessel must opt into an Audit EM program for the entirety of the fishing year. However, the Sector may allow a vessel a single opportunity to opt in/out of EM, in the event the vessel determines that EM is or is not suitable for its business operations. The Sector will contract with both an Audit EM and ASM company for FY 2025 to preserve this flexibility. A vessel that opts in/out of EM midyear must allow for a transition period to accommodate

changes to PTNS and other data systems, during which time it must continue fishing under its current monitoring program.

- Vessel Monitoring Plans (VMPs) are approved by gear type. A vessel enrolled in Audit EM is expected to acquire an approved VMP for all groundfish gear types the vessel may deploy during the course of the fishing year. A vessel owner or operator that chooses to switch gear types i.e. gillnet to trawl mid-year must work with the Sectors EM service provider to reconfigure the EM system if necessary, and develop and submit a revised VMP for approval. Depending on the extend of the changes, the Vessel with Sector approval 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.

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

- Ensuring the EM system has adequate memory and/or spare hard drives to record the entire fishing trip.
- Ensuring the system is functioning; camera views are unobstructed and clear in quality; and catch and discards may be viewed, identified, and quantified as necessary.
- A vessel operator and crew must comply with the NMFS-approved VMP at all times.
- A vessel owner or operator must submit all Audit data for all Audit Sector Trips to the EM provider in accordance with program requirements (e.g., method and timing):
 - a. Day Boats: The video footage of a trip must be submitted to the EM service provider within 7 calendar days following completion of the trip.
 - b. Trip Boats: The video footage of a trip must be submitted to the EM service provider within 7 calendar days following completion of the trip; however, if Vessel will be setting sail within 7 calendar days of landing video footage must be submitted prior to departure of next trip.

Vessel Monitoring Plan Requirements

- A vessel owner/operator must work with the EM service provider to develop a vessel specific vessel monitoring plan (VMP) based on the vessel's fishing activities. The VMP must be submitted to NOAA Fisheries for approval in advance of the fishing year. Any Sector Member wishing to participate in the Sectors Audit EM program must first receive approval from the Sector. NMFS requires a minimum of 30 calendar days in advance of the start of the fishing year for vessels wishing to deploy Audit EM on May 1st therefore Members are responsible for seeking permission and completing work towards the VMP in accordance with this timing. During the fishing year, the VMP must be submitted to NMFS for approval a minimum of 10 business days prior to a vessels intended start date.
- A vessel must have a NOAA Fisheries-approved VMP to use Audit EM for a given gear type on a sector trip. At a minimum, the VMP must incorporate these EM Program Standards by reference, and the following sections (below). Further details on the required information can be found in the VMP guidance template in the Available Resources section:
 - General vessel information including:
 - Gear types ;
 - List of contacts;
 - EM system components and specifications;
 - Vessel reporting requirements;
 - Vessel operator responsibilities;
 - System operations and maintenance; and
 - Catch handling requirements.
 - EM system malfunction protocols; and
 - Troubleshooting guide.
- A copy of the approved VMP must be on board the vessel and accessible at all times.
- The captain and crew of a vessel must abide by catch handling protocols, and all other requirements of the VMP, at all times on a sector trip. The captain and crew of a vessel must sort catch and process any discards within the view of the cameras and in a manner consistent with the VMP.

- Substantial modifications to the VMP must be approved by NOAA Fisheries prior to fishing. A vessel that intends to modify its fishing practices mid-year and requires VMP modifications must allow for a transition period to accommodate VMP review and approval by NOAA Fisheries.

Effective upon approval of Amendment 23 to the Northeast Multispecies Fishery Management Plan by NMFS, the Maximized Retention Electronic Monitoring model would become a tool for sector vessels to meet groundfish sector monitoring requirements in fishing year 2025.

MAXIMIZED RETENTION ELECTRONIC MONITORING (MREM):

NOAA Fisheries plans to publish requirements for DSM in a rule prior to resuming operation of the Maximized Retention Electronic Monitoring (MREM) program. If NOAA Fisheries operates the MREM program in either 2025 or 2026, NOAA Fisheries will work with sectors to incorporate third-party DSM requirements into their MREM program.

If NOAA Fisheries operates the MREM program in either 2025 or 2026, NOAA Fisheries will work with sectors to incorporate third-party DSM requirements into their MREM program.

Program Goal

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

Description of the MREM Process: 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.

Description of the Maximized Retention Process

- During each sector EM trip taken by a vessel, the EM system records all fishing activity onboard the vessel. The vessel operator and crew sort fish and make any allowable discards within view of the cameras in accordance with the catch handling protocols described in the vessel's VMP.
- The vessel operator and crew must adhere to the following catch handling requirements:
 - Retain and land all catch of allocated groundfish, including any sublegal-size catch;

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

- The vessel operator and crew must retain all allocated groundfish categorized as LUMF and sort it separately from any sublegal catch to facilitate data collection by a dockside monitor.
- In the event of a truck offload, sublegal catch must be loaded into totes, sealed and tagged for inspection by DSM. Totes will be tagged on camera and opened by DSM at inspection site to prevent tampering.
- In the event of multiple offloads, the vessel operator and crew must arrange for a DSM to be present at each one.
- Federally permitted NE multispecies dealers must process fish for vessels participating in a maximized retention electronic monitoring program consistent with and including, but not limited to, the following requirements:
 - Offload from vessels participating in the maximized retention monitoring program all fish below the minimum size specified at § 648.83 before other fish that meet the minimum size, sort the undersized fish by species, and provide the dockside monitor access to those at the safe sampling station.
 - Sort by species all unmarketable fish from other fish, when identifiable to species.
 - Clearly identify, mark, or label all containers with fish below the minimum size specified in § 648.83 as containing undersized fish, the fishing vessel from which they were offloaded, and the date of offloading.
 - Report all fish below the minimum size specified in § 648.83, and all unmarketable fish, as instructed by NMFS.
 - Purchase sublegal fish from maximized retention vessels, if desired.
- Selection of maximized retention trips for review:
 - Sector EM trips are selected for review when NMFS receives the eVTR for a trip. Trips will be randomly selected and each trip has the same probability of being selected for review. For fishing year 2025, trips will be selected at a rate of 50 percent.
 - The sampling unit selected for review will be a complete trip.
 - A list of trips selected for review are loaded into the NOAA Fishery Monitoring Web Portal on a weekly basis. EM service providers may access the trip selection list via the Web Portal.
 - The EM service provider completes the primary video review, which includes:
 - Review of all raw sensor and image data to confirm completeness of trip;
 - Review of sensor data to annotate start/end times and locations, and identify number of hauls;
 - Review hauls to annotate any discard events and generate the EM Detail File according to the specifications provided by NMFS.
 - The EM service provider should complete the primary video review and submit the EM Detail Report within 10 business days of the trip selection.
- NMFS will use the same catch accounting methodology used for ASM vessels to account for discards for the maximized retention EM program (i.e., observed trips and discard rates):
 - Trips observed by a NEFOP observer will be charged ACE based on actual discards, if any are recorded by the observer; and
 - Trips that are not observed by a NEFOP observer will receive:
 - A discard rate of zero for allocated groundfish stocks; and

- A non-zero discard rate based on NEFOP data for unallocated groundfish stocks.
 - The maximized retention EM program will be assigned a separate discard rate strata from ASM vessels.
- NMFS will use dealer data to account for all landed catch with regards to catch accounting, including sublegal-sized catch.
- DSM data will be compared to dealer data to verify that dealers are accurately reporting sublegal catch.

MREM Program Duration

- A vessel must opt into an MREM program for the entirety of the fishing year. However, the Sector may allow a vessel a single opportunity to opt in/out of EM, in the event the vessel determines that EM is or is not suitable for its business operations. The Sector will contract with both an MREM and ASM company for FY 2025 to preserve this flexibility. A vessel that opts in/out of EM midyear must allow for a transition period to accommodate changes to PTNS and other data systems, during which time it must continue fishing under its current monitoring program.
- Vessel Monitoring Plans (VMPs) are approved by gear type. A vessel enrolled in MREM is expected to acquire an approved VMP for all groundfish gear types the vessel may deploy during the course of the fishing year. A vessel owner or operator that chooses to switch gear types i.e. gillnet to trawl mid-year must work with the Sectors EM service provider to reconfigure the EM system if necessary, and develop and submit a revised VMP for approval. Depending on the extend of the changes, the Vessel with Sector approval 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.

MREM Requirements

- The EM system must be operational on every sector EM trip taken by a vessel. A vessel may not fish a sector EM trip without an operational EM system onboard, unless:
 - **Issued a waiver by NMFS:** In the event that a vessel's EM system is not operational as required, the vessel operator should troubleshoot the issue as described in the vessel's VMP. If the vessel operator and/or EM service provider staff are unable to resolve the issue, they must notify NMFS and request a waiver through PTNS. Waivers will be granted at NEFSC's discretion.
 - **Assigned an ASM:** A vessel enrolled in an EM program that intends to fish with a gear type that it does not have an approved VMP for will be assigned an ASM. If the vessel's sector does not hold an ASM contract, the vessel would not be authorized to fish until the revised VMP is approved.
- The EM system must be operational for the entire duration of the trip.
- Vessels must conduct a system check prior to departing on a sector trip. Instructions for completing a system check, and guidance for troubleshooting issues, should be included in the vessel's VMP.

- No person may tamper with, disconnect, or destroy any part of the EM system, associated equipment, or data recorded by the EM system.

Vessel Operator Requirements

- A vessel using EM may still be selected for NEFOP or NEFOP Limited coverage and must carry a NEFOP or NEFOP Limited observer if selected. The NEFOP program is necessary to collect biological data and satisfy Standardized Bycatch Reporting Methodology, Marine Mammal Protection Act, and Endangered Species Act requirements. The EM system must be operational and the vessel operator and crew must comply with catch handling protocols when carrying a NEFOP or NEFOP Limited observer.
- The EM system, associated equipment, vessel trips reports, VMP, and other records must be available for inspection upon request by NOAA Fisheries staff.
- A vessel operator must ensure the EM system is fully operational during a sector trip, including:
 - Maintaining power to the EM system at all times for the duration of the trip.
 - Ensuring the EM system has adequate memory and/or spare hard drives to record the entire fishing trip.
 - Ensuring the system is functioning; camera views are unobstructed and clear in quality; and catch and discards may be viewed, identified, and quantified as necessary.
- A vessel operator and crew must comply with the NMFS-approved VMP at all times.
- A vessel owner or operator must submit all MREM data for all MREM Sector Trips to the EM provider in accordance with program requirements (e.g., method and timing):
 - c. Day Boats: The video footage of a trip must be submitted to the EM service provider within 7 calendar days following completion of the trip.
 - d. Trip Boats: The video footage of a trip must be submitted to the EM service provider within 7 calendar days following completion of the trip; however, if Vessel will be setting sail within 7 calendar days of landing video footage must be submitted prior to departure of next trip.

Vessel Monitoring Plan Requirements

- A vessel owner/operator must work with the EM service provider to develop a vessel-specific vessel monitoring plan (VMP) based on the vessel's fishing activities. The VMP must be submitted to NOAA Fisheries for approval in advance of the fishing year. Any Sector Member wishing to participate in the Sectors MREM program must first receive approval from the Sector. NMFS requires a minimum of 30 calendar days in advance of the start of the fishing year for vessels wishing to deploy MREM on May 1st therefore Members are responsible for seeking permission and completing work towards the VMP in accordance with this timing. During the fishing year, the VMP must be submitted to NMFS for approval a minimum of 10 business days prior to a vessels intended start date.
- A vessel must have a NOAA Fisheries-approved VMP to use MREM for a given gear type on a sector trip. At a minimum, the VMP must incorporate these EM Program Standards by reference, and the following sections (below). Further details on the required information can be found in the VMP guidance template:

- General vessel information including:
- Gear types ;
- List of contacts;
- EM system components and specifications;
- Vessel reporting requirements;
- Vessel operator responsibilities;
 - System operations and maintenance; and
 - Catch handling requirements.
 - Dockside monitoring requirements.
- EM system malfunction protocols; and
- Troubleshooting guide.
- A copy of the approved VMP must be on board the vessel and accessible at all times.
- The captain and crew of a vessel must abide by catch handling protocols, and all other requirements of the VMP, at all times on a sector trip. The captain and crew of a vessel must sort catch and process any discards within the view of the cameras and in a manner consistent with the VMP.
- Substantial modifications to the VMP must be approved by NOAA Fisheries prior to fishing. A vessel that intends to modify its fishing practices mid-year and requires VMP modifications must allow for a transition period to accommodate VMP review and approval by NOAA Fisheries.

Dockside Monitoring Requirements

- The vessel operator must notify the DSM program of its intention to sail prior to beginning a sector EM trip. The notification schedule (e.g., upon sailing or in advance) and method (i.e., text, VMS) will depend on the nature of the vessel's activity (e.g., day boat vs trip boat vessels) and will be described in the vessel's VMP.
- The vessel operator or dealer must provide an offload time to the DSM program in advance of landing. The advance notice of landing and offload schedule will be dependent on the nature of the vessel's activity (e.g., day boat vs trip boat vessels) and will be defined in the vessel's VMP. The standard advance notice is as follows:
 - 4 hours for day boat vessels.
 - 48 hours for trip boat vessels.
 - For trip boat vessels, the vessel operator or dealer will provide the DSM program with a hail weight for the total catch of allocated groundfish 24 hours prior to offload.
- The vessel operator, crew, and dealer must offload all allocated groundfish in the presence of the DSM. The vessel operator and crew may not begin offloading unless a DSM is present or they have received a waiver from the DSM program.
 - In the event that a DSM is not available to observe an offload, the vessel operator may request a waiver by contacting the DSM coordinator. Waivers may be granted at the NEFSC's discretion.
- All fish below the minimum size must be offloaded before other fish that meet the minimum size and must be provided to the dockside monitor at the sampling station.

- 1 • The vessel operator and crew must retain all allocated groundfish categorized as LUMF and
2 sort it separately from any sublegal catch to facilitate data collection by a dockside monitor.
- 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 must allow the DSM access to the fish hold immediately following the
7 offload in order to confirm all allocated groundfish were offloaded. A vessel representative
8 must observe/accompany the DSM during the hold inspection. The vessel representative
9 must provide support for the DSM to safely embark and disembark the vessel (e.g.,
10 ladders/steps/assistance etc.).
- 11 • The primary dealer is required to retain all sublegal allocated groundfish catch in order to be
12 weighed and sampled by the DSM.
- 13 • Dealers are required to clearly mark all containers containing sublegal catch to facilitate
14 tracking, and are required to provide settlement documents to the DSM program for any
15 allocated groundfish forwarded to secondary dealers.
- 16 • Dealers must report landings of all fish, including those below the minimum size.
- 17 • Dealers are required to provide DSMs with access to facilities equivalent to what is provided
18 to the dealer's staff, including: A safe sampling station, with shelter from weather, for DSMs
19 to conduct their duties and process catch; access to bathrooms; and access to facilities for
20 washing equipment with fresh water.
- 21 • Dealers must provide settlement documents to the DSM program for any allocated
22 groundfish forwarded to secondary dealers.