

1 **SUSTAINABLE HARVEST SECTOR II**

2 **MEMBERSHIP CONTRACT**

3 **Fishing Years 2019-2020**

4
5
6 *Revised May 2019*

7
8
9 **ARTICLE I – Definition of the Parties**

10
11 This document shall serve as the membership contract between each signatory member
12 and the Sustainable Harvest Sector II (SHS2). It is paired with the Sector Operations
13 Plan, and all terms in the Operations Plan are binding to the Members who sign this
14 contract. This contract is not complete unless accompanied by the Sector Operations
15 Plan.

16
17 **Section 1.1 Member’s Organization and Authority**

18
19 Each Member asserts that, as an entity, it is duly organized, validly existing and in good
20 standing in its state of organization and has all authority, corporate or otherwise, to enter
21 into this Agreement on its own behalf and on behalf of the Participating Vessels and
22 Permits that it represents.

23
24 This Agreement constitutes a legally valid and binding obligation of each Member,
25 enforceable against such Member in accordance with both its terms and those of the
26 Sector Operations Plan as approved by the National Marine Fisheries Service.

27
28 Each of the Members represent that its Participating Vessel(s) and Permit(s) have no
29 sanctions or other restrictions against them that would prevent such Participating Vessels
30 and Permits from enrolling in the Sector and/or complying with the terms of this
31 Agreement.

32
33 **Section 1.2 Sector Organization and Authority**

34
35 The Sustainable Harvest Sector II, hereafter ‘Sector’ or ‘SHS2’, is a legal entity
36 incorporated in the state of Maine, as such, it may be held liable for the violations
37 committed by its members.

38
39 The SHS2 was approved as one of several sectors operating in the Northeast Multispecies
40 Fishery under the terms of the federally authorized fishery management plan (FMP or
41 Plan) for 2016 and by submitting this contract and accompanying Operations Plan is
42 requesting approval for operating in fishing years 2019 and 2020 as SHS2.

1
2 **ARTICLE 2 – Membership**

3
4 **Section 2.1 Eligibility**

5
6 To qualify for becoming a member of the Sector, each member has been issued a limited
7 access multispecies permit which has a ‘potential sector contribution’ (PSC) associated
8 with it. The PSC is based on the permit’s landings history for FY 1996 through 2006
9 under Amendment 16, and represents the permit’s contribution to the sector’s Annual
10 Catch Entitlement (ACE). However, some limited access multispecies permits were
11 previously part of either the Georges Bank (GB) Cod Hook Sector or the GB Cod Fixed
12 Gear Sector. The PSC for GB cod for those permits is based on the permit’s landings
13 history from FY 1996 – FY 2001 (May 1, 1996 through April 30, 2002 (the 1996-2001
14 fishing years).

15
16 For purposes of this Agreement, “Participating Vessel” shall mean the vessel to which a
17 Member’s Permit is attached at any given time.

18
19 **Section 2.2 Length of Member Commitment**

20
21 Each Member hereby agrees that each of its Permits will remain enrolled in the Sector for
22 the entire fishing year following the date on which such Member enrolled in the Sector
23 (the “Commitment Period”); provided, however, that if NMFS shall not approve the
24 Sector’s Operations Plan and Agreement, as the same may be amended, for any fishing
25 year during a Member’s Commitment Period, then the obligation of such Member shall
26 terminate on the last day of the last fishing year for which the Sector’s Operation Plan
27 and Agreement shall have received approval from NMFS.

28
29 **Section 2.4 Proof of Membership**

30
31 Upon approval of the Sector’s operations plan for the 2019 and 2020 fishing years, each
32 sector vessel will be issued a Letter of Authorization (LOA) by the Regional
33 Administrator specifying the exemptions granted. Vessels must comply with all
34 applicable Federal regulations and laws not specifically exempted in the LOA. The LOA
35 with a copy of the approved Operations Plan for 2019 and 2020 must be carried on board
36 the vessel at all times in the Sector Manual. The LOA shall serve as Proof of Sector
37 Membership and shall be made available to any NMFS or enforcement officials upon
38 request.

39
40 **Section 2.5 Member Obligations Apply Only to Participating Vessels**

41
42 The obligations of the Members set forth in this Agreement shall only apply to the
43 Permits and Participating Vessels (and not to any other permits or vessels owned by the
44 Members that are not enrolled in this Sector pursuant to the terms hereof) to the extent
45 that such Permits or Participating Vessels are fishing commercially with gear that is

1 capable of harvesting multispecies species managed under the Northeast Multispecies
2 Fishery Management Plan.

3
4 Each Member agrees to ensure that all operators and crew of its Participating Vessels
5 fully comply with the obligations set forth in this Agreement. Each Member further
6 agrees to accept full responsibility for the actions of any such operators that result in a
7 violation of this Agreement.

8 9 **Section 2.6 Additional Member Obligations**

10
11 NMFS requires that the Operations Plan governing the sector include a list of all state and
12 federal permits held by the members along with an indication of whether those permits
13 are enrolled in another state or federally authorized sector. Members agree to provide the
14 Manager with a comprehensive list of their state and federal permits prior to December 1
15 2018.

16
17 Additionally, the Operations Plan must include information regarding the activity level in
18 the sector of Participating Vessel, that is, whether each participating vessel will be active
19 on Sector trips or not. Members agree to provide the Manager with their best estimation
20 of whether each Participating Vessel will actively fish on Sector trips during the
21 upcoming fishing year prior to March 1 2019.

22
23 Members are required to furnish the Sector Manager with the MRI, federal permit
24 number, PSC and allocation of each multispecies stock for each permit they are enrolling
25 in the Sector.

26 27 **Section 2.7 Sector and Member Reporting Requirements**

28
29 The Sector Manager is required to aggregate all participating vessel catch information
30 from participating vessels' sector trips and report weekly to the National Marine Fisheries
31 Service (NMFS), up until a certain threshold is reached, at which time reporting to NMFS
32 will be required on a daily basis. The reporting frequency for the sector manager's ACE
33 Status Report will be increased to daily when 90% of any of the sector's ACEs is
34 reached. The Sector Manager, or a designated representative, must notify NMFS
35 immediately by email if the threshold that triggers daily reporting has been reached.
36 During the period when a sector has reached or exceeded 90% of any of its ACEs, daily
37 ACE Status Reports must be submitted only on a day when a member vessel lands, or
38 when the sector engages in an ACE transfer of a stock that is exceeding the 90%
39 threshold. An alternative threshold for triggering daily reporting may be implemented
40 during FY 2019 or 2020 if agreed upon by the sector and NMFS. Additionally, the Sector
41 is required to submit an Annual Report of all landings of all species caught by sector
42 vessels for the entire fishing year by a date set by the National Marine Fisheries Service.

43
44 Weekly reports to NMFS may include a section notifying NMFS of outstanding catch
45 records. Any resolutions and / or ongoing internal sector investigations may be noted as
46 required.

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

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

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

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

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

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

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

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Section 2.8 Enforcement and Penalties

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

Section 2.9 Joint and Several Liabilities

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

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

1 **ARTICLE 3 – SECTOR ADMINISTRATION**

2
3 **Section 3.1 Board**

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

7
8 **Section 3.2 Sector Manager**

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

13
14 **Section 3.3 Sector Manager Authority**

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

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

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

32
33 **Section 3.4 Membership Dues**

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

41

1
2 **ARTICLE 4 - Transfer of Permit, Allocation or Portion of Allocation**
3

4 Right of First Refusal restrictions described in this Article on the sale, transfer, and lease
5 of a member's Permit and/or any part of its Share do not apply to transactions conducted
6 exclusively between SHS1, SHS2, and SHS3.
7

8 **Section 4.1 Individual Permit Transfers**
9

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

- 16 1. shall not transfer, lease or assign any DAS allocated to its Permit by NMFS to any
17 permit that is not enrolled in a Sector (meaning any sector, not specifically SHS1)
18 and
19 2. shall comply with the right of first refusal provisions hereof prior to the
20 consummation of any proposed sale, lease or transfer permitted hereunder.
21

22 **Section 4.2 Individual Share Transfers**
23

24 Each member agrees that so long as it is party to this agreement, such member may
25 choose to lease their individual share of the sector's allocation to another sector, for the
26 duration of the current fishing year provided that all sector members shall have to
27 opportunity to match such written offer as described under section 4.3 'Right of First
28 Refusal'.
29

30 **Section 4.3 Right of First Refusal**
31

32 In the event that any Member (a "Selling Member") at any time proposes to sell, transfer
33 or lease (a "Sale") its Permit and/or any part of its Share to any proposed Buyer from
34 outside the SHS1, SHS2, and the SHS3 who shall make a good faith, bona fide written
35 offer, then the Selling Member shall first deliver to all active members (as defined in the
36 Bylaws) of SHS1, SHS2, and SHS3 written notice ("First Refusal Notice") that the
37 Selling Member proposes to make such Sale, transfer, or lease which First Refusal Notice
38 shall state the identity of the prospective Buyer, state the amount of consideration for the
39 Permit or any part of its share and the material terms and conditions upon which the
40 proposed Sale, transfer or lease is to be made (the date on which the Sector receives the
41 First Refusal Notice being the "First Refusal Notice Date"), represent that the Bona Fide
42 Offer is an actual Bona Fide Offer, and include a copy of any written proposal, letter of
43 intent or other agreement relating to the Bona Fide Offer.
44

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

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

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

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

15

1
2 **ARTICLE V - Concluding Contract Language**
3

4 In Witness whereof, the undersigned has enrolled the listed permits in the SHS2 and
5 executed the Agreement known as the SHS2 Operations Plan for the 2019 and 2020
6 fishing years.
7

8 The undersigned reserves the right to withdraw from this agreement by written notice to
9 the Board of the Sustainable Harvest Sector 1, provided such notice is received by the
10 sector manager in writing no later than April 30, 2019.
11

12 Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery Conservation and
13 Management Act, 16 U.S.C. § 1881a(b)(1)(F), the undersigned hereby authorizes the
14 release to the Manager, or designated sector employee(s), of the SHS2, of information
15 that may be or is considered to be confidential or privileged by the Magnuson-Stevens
16 Act or other federal law regarding the catch of various species of fish associated with the
17 limited access Northeast multispecies permit with the Moratorium Right Identifiers
18 (MRIs) enrolled in the Sector submitted to the National Marine Fisheries Service that the
19 undersigned has authority to access. This information includes data required to be
20 submitted or collected by NMFS, on an individual MRI and/or aggregated scale,
21 including but not limited to days-at-sea allocation and usage, vessel trip reports, dealer
22 reports, Northeast Federal Observer Program data, catch and landings history data for all
23 species harvested by the vessel/MRI, Sector at-sea monitoring data, protected species
24 takes/interactions, enforcement data, vessel baseline data (length, horsepower, etc), VMS
25 information, and all other information associated with the vessel, MRI #, and/or permit
26 records. In addition, this information includes data for species not managed under the
27 multispecies FMP.
28

29 All confidential Sector data may be released to the Sector Manager, or designated sector
30 employee(s). This statement applies to all confidential data for a two-year time period
31 encompassing FYs 2019 and 2020.
32

33 This information shall be used exclusively by the sector for matters pertaining to sector
34 management, including record retention requirements. Such information may not be
35 released by the sector to another entity. When information released to the sector by the
36 National Marine Fisheries Service is no longer needed for sector management, it shall be
37 destroyed or returned by the sector manager to the undersigned at his or her election.
38 When the undersigned ceases to be a member of the sector, this authorization shall be
39 deemed null and void.
40
41

1 **THE SUSTAINABLE HARVEST SECTOR II**
2 **SECTOR OPERATIONS PLAN FOR FISHING YEAR 2019**

3
4 The undersigned has executed the Agreements known as the Sustainable Harvest Sector
5 II Operations Plan and the Sustainable Harvest Sector Membership Agreement for the
6 fishing year 2019, as of the date written below.
7
8

Permit #	Moratorium Right ID	Permit Name

9
10
11 Name _____

12
13
14 Capacity (owner, president, etc) _____

15
16
17 Signature _____

18
19
20 Date _____

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SUSTAINABLE HARVEST SECTOR II OPERATIONS PLAN FYs 2019-2020

Date Amended: May 2019

7
8

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7			
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1
2 **1. GENERAL PROVISIONS**

3
4 **1.1. Membership**

5
6 The Sustainable Harvest Sector II (SHS2) is a voluntary business association comprised
7 primarily of Northeast multispecies permit holders who have agreed to participate in and
8 abide by the SHS2 Operations Plan and Membership Agreement for Fishing Years 2019
9 and 2020.

10
11 The owner of a permit that is eligible to join a sector but is not enrolled as a Member
12 (and/or whose permit is not so enrolled), may apply. The Board or the Membership shall,
13 at its sole discretion, determine whether the applicant shall be admitted as a Member of
14 the Sector and/or its Permit included as a Permit.

15
16 Notwithstanding the foregoing, no such admission shall be effective until the new
17 Member has paid the annual entry fee as set by the Board of Directors and has agreed in
18 writing to be bound by, and to cause its Permit and Participating Vessel to comply with
19 the terms of this Agreement, and until the provisions of this Agreement shall have been
20 amended or modified to reflect such additional Member, Permit and/or Participating
21 Vessel.

22
23 **1.2. Management and Points of Contact**

24
25

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

26
27
28 The SHS2's Manager shall be the designated agent for service of process:

29
30 Hank Soule

31 [REDACTED]
32 [REDACTED]

33
34 The following individuals are authorized to act on behalf of the SHS2:

35
36 Frank Patania

37 [REDACTED]
38 [REDACTED]

39
40 The SHS2's designated sector representative is:

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22

Maggie Raymond

[REDACTED]

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

1.3. Incorporation as a Legal Entity

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

1.4. Definition of Sector as Three Entities

The NE multispecies Fishery Management Plan (FMP) defined a sector as a group of three or more persons, none of whom have an ownership interest in the other two persons in the sector. This criterion has been fulfilled with permit number 149544 under the distinct ownership of Christopher Yattaw; permit number 150495 under the distinct ownership of David Aripotch; and permit number 150851 under the distinct ownership of Jeffrey Lozier.

1
2 **2. HARVESTING RULES**

3
4 **2.1. ACE Management**

5 2.1.1. ACE and Annual Distribution

6
7 Each Member agrees that the ACE of multispecies authorized by NMFS to the Sector
8 (the “ACE”) shall be harvested in accordance with the Harvesting Rules, which are set
9 forth below. Individual sector members will be allocated a portion of the Sector’s total
10 allocation based on the proportion of each stock that they contribute to the Sector’s initial
11 ACE.

12 2.1.2. Reserve

13
14 Each Member agrees that a reserve in the amount of 5% of each stock within the initial
15 ACE may be established to ensure that the Sector remains in compliance with its ACE
16 limit. Such reserve may be withheld from each member’s allocations.

17 2.1.3. Distribution of Reserve

18
19 If the Board determines that as of April 1, the ACE in the Reserve has not been fully
20 harvested by the Participating Vessels, the Board may release and authorize the
21 harvesting of the reserve by the Members, their Permits and their Participating Vessels.
22 Alternatively, the Board may decide to carry that reserve forward to the next fishing year.

23 2.1.4. Additional Measures to Prevent ACE Overages

24
25 The Board reserves the right to prohibit fishing activities by Members if it determines
26 that those activities undermine or compromise the Sector Plan and the Sector or
27 otherwise conflict with the standards and ethics described in the bylaws and guiding
28 principles.

29
30 The Board may direct the Sector Manager to lease or trade for additional ACE of any
31 stocks of concern.

32
33 The Board may impose additional restrictions as needed to slow down the pace of
34 fishing.

35
36 The Sector Manager may issue (and ask NMFS to enforce) a ‘Stop Fishing Order’ to (a)
37 any member vessels that has fished more than 95% of its individual allocation for any
38 stock until additional allocation for that stock has been acquired or the member has
39 agreed to not fish in that stock area for the rest of the fishing year, or (b) any member
40 vessels that are in violation of any terms of the sector operations plan or membership
41 agreement.
42

1 **2.1.5. ACE Transfers**

2
3 The Sector Manager will track and conduct all ACE transfers between members and with
4 other sectors.

5
6 **2.2. Monitoring**

7 **2.2.1. Monitoring**

8
9 All participating vessels will send a legible copy of the VTR and the dealer's weigh-out
10 receipt to the Sector Manager within 24 hours of the end of every trip.

11
12 All participating vessels will transmit the Trip Start and Trip End Hail to NMFS.

13
14 All participating vessels will participate fully in the Northeast Fishery Observer Program
15 and At Sea Monitoring Program.

16
17 **2.2.2. Electronic Monitoring Program**

18
19 **Vessel Operations**

20 Sector vessels may use electronic monitoring (EM) systems (i.e. cameras, gear sensors,
21 video recording equipment) in lieu of human at-sea monitors (ASM) to meet federal
22 ASM requirements for fishing year 2019. These vessels may be authorized to use EM
23 only under a valid Exempted Fishing Permit (EFP) issued by NOAA Fisheries. Vessels
24 fishing under the EFP must abide by all operational and reporting requirements and
25 conditions outlined in the EFP and the vessel's Vessel Monitoring Plan.

26
27 **Selection of Coverage**

28 Sector vessels using EM are required to declare their intent to take a sector trip using
29 the Pre- Trip Notification System (PTNS), consistent with standard notification
30 protocols. PTNS selection and notification procedures for Northeast Fishery Observer
31 Program (NEFOP) coverage under EM remains the same. Vessels fishing under this
32 EFP are not exempt from the requirement to carry a NEFOP observer when selected for
33 coverage.

34
35 **Service Provider**

36 The sector has selected the following Electronic Monitoring Service Provider to
37 provide EM services to participating vessels:

38
39 Ecotrust Canada

40 Skeena Office

41 6 – 222 Third Avenue West Prince Rupert, BC V8J 1L1 t: 250.624.4191

42 f: 250.622.0577 info@ecotrust.ca

43 Primary Contact: Amanda Barney, Amanda@ecotrust.ca

44

1 2.2.3. Sector Reporting to NMFS

2
3 The Sector will report weekly to NMFS as required using data collected from vessels,
4 VTRs, (and eVTRs when authorized), dealer reports, observer reports and any other data
5 available.

6
7 The reporting frequency for the sector manager's ACE Status Report will be increased to
8 daily when 90% of any of the sector's ACEs is reached. The Sector Manager, or a
9 designated representative, must notify NMFS immediately by email if the threshold that
10 triggers daily reporting has been reached. During the period when a sector has reached or
11 exceeded 90% of any of its ACEs, daily ACE Status Reports must be submitted only on a day
12 when a member vessel lands, or when the sector engages in an ACE transfer of a stock that is
13 exceeding the 90% threshold. An alternative threshold for increasing reporting frequency
14 may be implemented during FYs 2019 and 2020 if agreed upon by the sector and NMFS.

15
16 The Sector will submit required reports using the format and procedures prescribed by
17 NMFS.

18
19 Weekly reports must include any enforcement or reporting compliance issues, including
20 violations of Operations Plans (exclusive of defined administrative provisions), violations
21 of regulations, or general problems with monitoring or sector operations during the
22 reporting period.

23 2.2.4. Plan for notifying NMFS once an ACE threshold has been reached

24
25 NMFS will be notified by email as soon as the sector manager determines a threshold has
26 been reached.

27

1

2 2.2.5. Data Reconciliation

3

4 The SHS2 will reconcile the data from vessels, VTRs, (and eVTRs when authorized), the
5 dealers' report, and the observer's report on an ongoing basis to closely track the sector's
6 ACE.

7 2.2.6. Discards

8

9 The Sector manager (or his/her designated representative) will derive stock specific
10 discards for each trip. If the trip is observed by either an at-sea monitor or a Northeast
11 Fisheries Observer Program (NEFOP) observer, discards will be derived based on data
12 collected during that trip and will account for all hauls (observed and unobserved) on that
13 trip. If the trip is not observed, discards will be derived using the NMFS-provided
14 discard rate resulting from the NMFS method to estimate 'in-season' discard rates, which
15 may not include data from research trips or sector trips using certain exemptions.

16 2.2.7. Annual Report

17

18 The SHS2 will report on the Sector's performance after the end of the fishing year as
19 required by NMFS.

20 2.2.8. Data Management

21

22 The SHS2 will maintain the necessary databases to track and maintain all relevant catch
23 data, including VTR, dealer reports, observer data, and at-sea monitoring data, as
24 required.

25 2.2.9. At-Sea Monitoring

26

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

32

33 The SHS2 will contract one or more of the companies approved by NOAA Fisheries to
34 provide a-sea monitoring and will notify NOAA Fisheries of its selection no later than
May 1, 2019.

35

36 The SHS2 will deploy at-sea monitors in a way to achieve 31% of trips that is random
and representative of fishing activities of the sector.

37

The SHS2 will use the NOAA Fisheries-designated ASM program.

1 2.2.9.1. Failure to Comply with At-Sea Monitoring Requirements

2 If the sector is informed of a potential violation of any regulations that govern the
3 At-Sea Monitor program (including but not limited to: vessels failing to provide
4 adequate notification prior to departing, failing to take an At-Sea Monitor, incidents
5 of At-Sea Monitor interference, harassment, or intimidation), the sector manager will
6 conduct an investigation of the alleged violation. The written investigative report
7 will be provided to the owner of the applicable sector vessel and to the NMFS.

8 If a violation (as determined by both the sector and an investigation by the NMFS
9 Office of Law Enforcement) places the sector's ability to comply with requirements
10 of the ASM program in jeopardy, the member will be subject to the penalties
11 described under VIOLATIONS REGARDING ASM REQUIREMENTS in Section
12 5.15.

13 2.2.10. Vessel Hails

14
15 All members agree to hail ‘Trip Start’ and ‘Trip End’ to NMFS via an approved method.

16
17 Vessels will hail Trip Start prior to leaving port via VMS. The Trip Start Hail will
18 include at least the following:

- 19
20 • Operator’s Permit Number
21 • Vessel Trip Report (VTR) serial number
22 • Whether an Observer or At-Sea Monitor (ASM) is on-board
23 • Usage of specific sector exemptions
24 • Usage of specific operations plan provisions
25 • Landing Port City
26 • Landing state (abbreviation)
27 • Estimated time and date of arrival in port
28 • Estimated time and date of offloading (required only for trips <6 hours or if fishing
29 within 6 hours of offload port)
30 • Comments (required as directed by sector manager or Regional Administrator).

31
32 Vessels will send the Trip End hail via VMS to NMFS at least six hours in advance of
33 landing. The Trip End Hail will include the following:

- 34
35 • Operator’s Permit Number Vessel Trip Report (VTR) serial number
36 • First landing port city
37 • First landing state (abbreviation)
38 • Dealer/Offload Location
39 • Estimated time and date of arrival
40 • Second offload port city
41 • Estimated time and date of offload
42 • Second offload state (abbreviation)(if used)

- 1 • Total groundfish kept in pounds
- 2 • Total non-groundfish kept in pounds
- 3 • Comments (required as directed by sector manager or Regional Administrator)

4 .
5 For trips less than six hours in length or occurring within six hours of port, the estimated
6 time of arrival to port and time of offload will be provided in the Trip Start Hail. The
7 Trip End Hail will be sent upon completion of the last tow (or haul) with all required
8 updated information. An alternative timing for the trip end hail may be implemented if
9 agreed upon by the sector and NOAA Fisheries.

10 2.2.11. Gulf of Maine Cod Program

11
12 Sector Members agree to abide by the following fishing restrictions to reduce catch of
13 Gulf of Maine cod. In the event the GOM cod allocation is increased, the NMFS
14 implements other GOM cod effort control restrictions, or for other cause, these
15 restrictions may be canceled by the Sector.

- 16
- 17 • Minimum allocation of 250 pounds of Gulf of Maine cod for any vessel to start a
- 18 sector trip in the Gulf of Maine Broad Stock Area
- 19 • Daily cod hotspot report required for any vessel fishing in the GOM BSA.

20 2.2.12. Designated Landing Ports

21
22 Members shall agree to offload catch from sector trips in the following ports.

23 Boston, MA
24 Gloucester, MA
25 Newburyport MA
26 New Bedford, MA
27 Provincetown, MA
28 Hyannis, MA
29 Chatham, MA
30 Scituate, MA
31 Point Judith, RI
32 Portland, ME
33 Biddeford Pool, ME
34 Sebasco Harbor, ME
35 Cundy's Harbor, ME
36 Rockland, ME
37 Portsmouth, NH
38 Rye, NH
39 Newport, RI
40 Chincoteague VA
41 Tenant's Harbor ME

42 43 2.2.13. Remote Ports

1 Portsmouth State Pier, Portsmouth NH
2 Port Authority, Portsmouth, NH
3 Woods Hole, MA
4 Sebasco Harbor, ME
5 Bar Harbor, ME: Bar Harbor Town Dock
6 Southwest Harbor ME: Southwest Harbor Town Dock
7 Portland ME: Bait Lady Take-out, Scola's Take out, Maine Wharf, Widgery Wharf
8 Gloucester MA: Jodrey Pier, Pier 7 Take-out
9 Provincetown, MA: Provincetown Town Pier
10 Davisville RI: Davisville Pier
11 Point Judith, RI
12 Montauk, NY
13 Tenant's Harbor ME
14 Monhegan Island, ME.

15 **2.2.14. Safe Harbor Protocol**

16
17 To promote safety at sea, the Sector sets forth the following protocol for variance from
18 the landing ports listed. If for reasons beyond a vessel operator's control such as severe
19 weather, mechanical failures, compromised hull integrity, instances of pump failures and
20 danger of sinking, crew injury or life threatening illness and any other emergency
21 situations that may arise, a sector vessel may enter a port other than those listed as
22 "Landing Ports" to ensure the safety of the vessel and its crew. In the event that a Sector
23 Vessel must utilize this safe harbor protocol, they must notify their Manager and NMFS
24 OLE of when and where they had to seek safe harbor within 6 hours of this entering the
25 port.

26
27 **2.3. Administrative**

28 **2.3.1. Fishing in US/CA Areas**

29
30 Sector participating vessels may fish in the both the Eastern and Western US/Canada
31 Areas. When reporting their catch to the Sector Manager, the operators of all Sector
32 member vessels will specify the volume of catch and discards from each area.

33
34 Members electing to enter the Eastern US/CA area are required to comply with the
35 observer notification reporting and VMS reporting requirements for that area.

36 **2.3.2. Hot Spot Reporting**

37
38 Each member agrees they may be required to report to the Sector Manager any and all
39 areas of high bycatch as determined by the Sector, including undersized regulated
40 species, areas of spawning fish, and/or any stock for which the Sector or the Member is
41 approaching their threshold.

42
43 Upon receiving a hot spot report, the Sector Manager may alert other member vessels to
44 stay away from those particular areas.

1 2.3.3. Proof of Sector Membership

2
3 Sector Vessels will carry on board at all times a Letter of Authorization (LOA) from the
4 Regional Administrator and a copy of this Operations Plan as proof of their membership
5 in the sector. Vessels must comply with all applicable Federal regulations and laws not
6 specifically exempted in the LOA.

7
8 **2.4. Gear Restrictions**

9
10 The SHS2 Board may institute spatial or temporal gear restrictions to slow down the
11 catch rate of certain allocated stocks.

12
13 **2.5. Confidential Data Statement**

14
15 Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery Conservation and
16 Management Act, 16 U.S.C §1881a(b)(1)(F), the undersigned hereby authorizes the
17 release to the manager of Sustainable Harvest Sector I of information that may be or is
18 considered to be confidential or privileged by the Magnuson-Stevens Act or other federal
19 law regarding the catch of various species of fish associated with the limited access
20 Northeast multispecies permit with the Moratorium Right Identifiers (MRIs) enrolled in
21 the sector submitted to the National Marine Fisheries Service in compliance with 50
22 CFR 648.7 and §648.87 that the undersigned has authority to access. This information
23 includes data required to be submitted to or collected by NMFS, including but not limited
24 to days-at-sea allocation and usage, vessel trip reports, dealer reports, Northeast Fishery
25 Observer Program data, catch and landings history data, at-sea monitoring data, VMS
26 information, and all other information associated with the vessel, MRI #, and/or permit
27 records.

28
29 Any person identified in Section 1.2 of this Operations Plan may access confidential
30 sector data. This confidential data statement applies for FYs 2019 and 2020.

31
32 **2.6. Exemption Requests**

33 2.6.1. Existing exemptions for FYs 2019 and 2020

- 34
35 1. 120-day block out of the fishery required for Day gillnet vessels
36 2. 20-day spawning block out of the fishery required for all vessels
37 3. Day gillnet limit outside the Gulf of Maine
38 4. Prohibition on a vessel hauling another vessel's gillnet gear
39 5. Limits on the number of gillnets that may be hauled on Georges Bank when fishing
40 under a groundfish/monkfish day-at-sea
41 6. Limits on the number of hooks that may be fished
42 7. DAS Leasing Program Length and Horsepower Restrictions
43 8. Prohibiting on discarding
44 9. Gear requirements in the Eastern U.S./Canada Area
45 10. Prohibition on a vessel hauling another vessel's hook gear

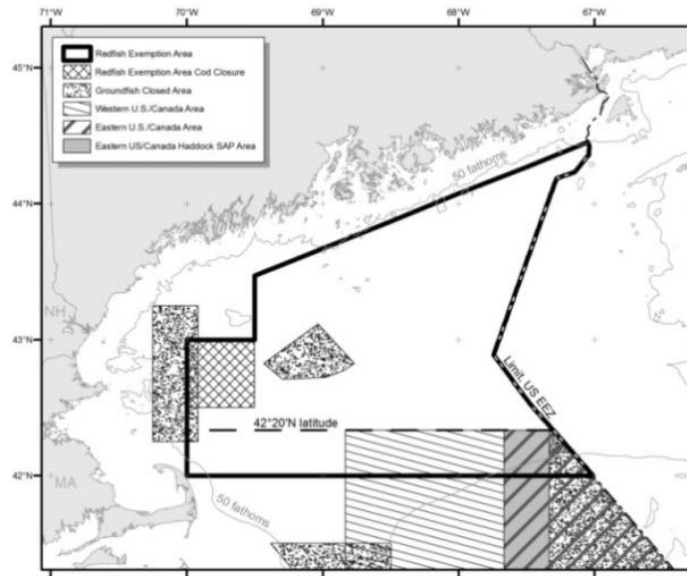
- 1 11. Requirement to declare intent to fish in the Eastern U.S./Canada Haddock SAP and
- 2 the CA II Yellowtail Flounder/Haddock SAP prior to leaving the dock
- 3 12. Seasonal Restriction for the Eastern U.S./Canada Haddock SAP
- 4 13. Seasonal Restriction for the CA II Yellowtail Flounder/Haddock SAP
- 5 14. Sampling Exemption

6
7 Vessels in the Sustainable Harvest Sectors are engaged in research programs such as
8 the Maximized Retention Electronic Monitoring project that require them to retain
9 undersized groundfish. Another research project allows access to otherwise closed
10 closed areas. Both projects at times carry NEFOP and ASM observers.

11
12 15. Minimum codend mesh size for directed redfish trips

13
14 This exemption allows a sector vessel to fish for Acadian redfish in the designated
15 Redfish Exemption Area, described below, using nets with codend mesh no smaller
16 than 5.5 inches. When fishing inside the Redfish Exemption Area all other restrictions
17 applicable to trawl nets still apply. In order to use this exemption, a vessel must
18 strictly adhere to the following conditions and restrictions:

- 19
20 1. The vessel must declare its trip in PTNS under standard requirements, there is no
21 additional at-sea monitoring coverage required above the target coverage level for
22 the sectors (i.e., ~15% in fishing year 2018).
- 23
24 2. Prior to leaving the dock, the vessel must declare its intent to use the redfish
25 exemption on the trip through the VMS trip start hail by checking the box
26 “Redfish Trip” under sector exemptions.
- 27
28 3. The vessel must submit a Multispecies Catch Report through its VMS system,
29 each day for the **entire trip**, including Parts 1 and 2 of the trip as described
30 below, even if the vessel has declared the exemption, but does not target redfish.
31 The vessel must submit Multispecies Catch Reports through VMS in 24-hr
32 intervals for each day of the fishing trip. The report must be submitted by 0900 hr
33 (9:00 a.m.) on the date following the date the fish were caught. The report must
34 provide a good faith estimate of the amount each regulated species caught on each
35 day of the trip.
- 36
37 4. In accordance with the restriction stated herein, the vessel may use a codend with
38 5.5-inch mesh and greater within the Redfish Exemption Area. The northern
39 boundary ensures that the exemption is used in deeper water (i.e., greater than 50
40 fathoms). Vessels cannot use the exemption in the “cod closure” (block 131)
41 during February and March.



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The Redfish Exemption Area is bounded on the east by the U.S.-Canada Maritime Boundary, and bounded on the north, west, and south by the following coordinates, connected by straight lines in the order listed:

Point	N. Lat.	W. Long.
A	44°27.25'	67°02.75'
B	44°16.25'	67°30.00'
C	44°04.50'	68°00.00'
D	43°52.25'	68°30.00'
E	43°40.25'	69°00.00'
F	43°28.25'	69°30.00'
G	43°00.00'	69°30.00'
H	43°00.00'	70°00.00'
I	42°00.00'	70°00.00'
J	42°00.00'	67°00.63' ¹

7
8
9

¹The intersection of 42°00' N. latitude and the U.S.-Canada Maritime Boundary, approximate longitude in parentheses.

10
11
12
13

Due to concerns about GOM cod, block 131 is closed for February and March. The area is bounded on the east, north, west, and south by the following coordinates, connected by straight lines in the order listed:

Point	N. Lat.	W. Long.
G	43°00.00'	69°30.00'
H	43°00.00'	70°00.00'
K	42°30.00'	70°00.00'
L	42°30.00'	69°30.00'
G	43°00.00'	69°30.00'

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17

- During a Redfish Exemption Trip, any codend that is only authorized on a Redfish Exemption Trip must be stowed below deck and can only be retrieved after completing the requirements identified in paragraph 8 below.

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Part 1 of Redfish Exemption Trip

- 6. When a vessel declares a “Redfish Trip” via VMS, it may fish outside the Redfish Exemption Area during Part 1 of the Redfish Exemption Trip in accordance with otherwise applicable regulations and sector exemptions. However, fishing outside of the Redfish Exemption Area first is optional. A vessel may choose to immediately transit to the Redfish Exemption Area and begin fishing.
- 7. Any catch thresholds do not apply for Part 1 of the trip.

Part 2 of Redfish Exemption Trip: Switching Codends

- 8. When the vessel plans to target redfish, it must travel to the Redfish Exemption Area. Once the vessel is in the Redfish Exemption Area, immediately before switching codends, it must send a Multispecies Catch Report via VMS. This report is in addition to the daily Multispecies Catch Reports that are required when utilizing this exemption. The Multispecies Catch Report a vessel must send before switching codends must provide a good faith estimate of all fish caught by the vessel that day between 12:01 AM and the time of the report, and must fill out Step 5 indicating that it intends to use the exemption immediately after sending the report. After the vessel is in the Redfish Exemption Area and submits the required catch report, it may retrieve the 5.5-inch mesh codend from below deck and begin using it. The vessel may use a 5.5-inch mesh codend (or greater) for the remainder of the trip in Redfish Exemption Area.
- 9. Once a vessel sends the Multispecies Catch Report via VMS indicating that it is switching to the smaller mesh codend (Step 5), it is prohibited from fishing outside the Redfish Exemption Area.
- 10. The vessel must submit a final Multispecies Catch Report, in addition to other required Multispecies Catch Reports, and a Trip End Hail via VMS once it stops fishing and begins its return to port.

Summary Of All Redfish Exemption Trip Reporting Requirements

- 1. Submit a trip start hail declaring a redfish trip
- 2. Submit VTRs when switching chart area, gear, and/or mesh size.
- 3. Submit daily catch reports of all kept fish by 9 AM the following day.
- 4. Send a catch report of all kept fish since 12:01 AM of that day, with Step 5 completed.
- 5. Submit a final catch report and Trip End Hail at the end of the trip.

Monitoring Catch Thresholds

For all trips declaring the redfish exemption and targeting redfish under Part 2 of the trip, at least 50% of the total groundfish kept must be redfish. For observed trips

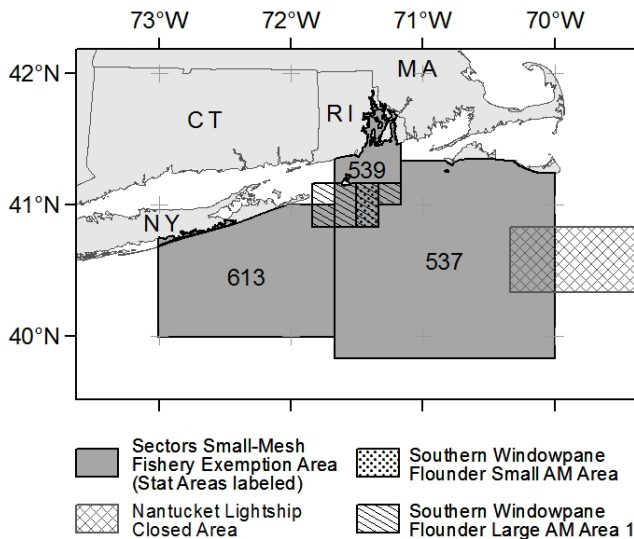
(NEFOP/ASM) declaring the redfish exemption and targeting redfish under Part 2 of the trip, total groundfish discards (including redfish) may not exceed 5% of all kept fish. If after at least one month, it is determined that the sector is not meeting one of these two thresholds, NMFS will notify the sector and be given 30 days to modify fishing behavior in order to meet both thresholds. NMFS retains the authority to rescind the exemption if either threshold is not being met.

16. Prohibition on combining small-mesh exempted fishery and sector trips

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

https://www.greateratlantic.fisheries.noaa.gov/regs/infodocs/small_mesh_exemption.pdf.

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



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

1

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

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

- 1 (15) From Point P to Point Q along the southwest coast of Tuckernuck Island,
2 Nantucket, MA
3 (16) Point Q represents Smith Point on the southwest coast of Tuckernuck Island,
4 Nantucket, MA
5 (17) Point R represents Esther Island, Nantucket, MA
6 (18) From Point R back to Point A along the south coast of Nantucket, MA
7

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

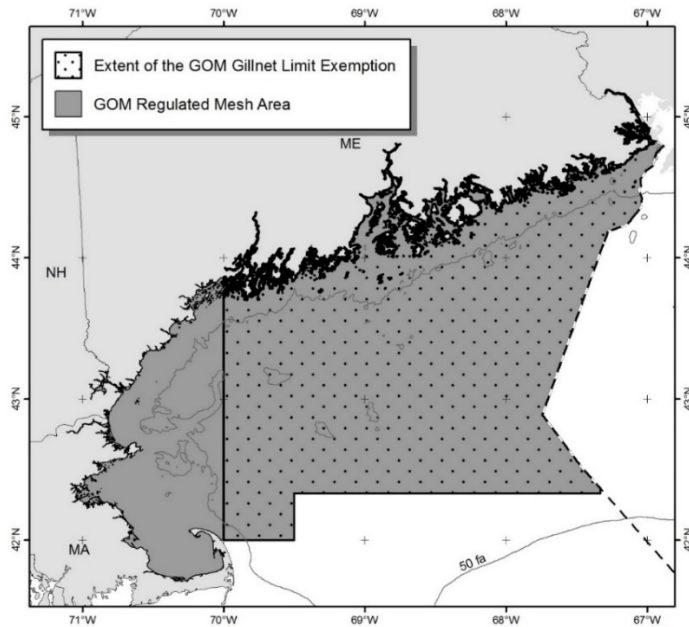
- 9
- 10 • A drop chain sweep with a minimum drop of 12 inches (30.48 cm) in length, with
11 a 24-inch headrope setback; or
 - 12 • a large mesh belly panel with a minimum mesh size of 32 inches (81.28 cm), with
13 the meshes hung on the half (a hanging ratio of 2:1); or
 - 14 • an excluder grate secured forward of the codend with an outlet hole forward of the
15 grate with bar spacing of no more than 1.97 inches (5.00 cm) wide.
- 16

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

- 19
- 20 1. Prior to leaving the dock, the vessel must declare a small-mesh trip through the
21 VMS trip start hail by checking the box next to “Other Exemption (when directed
22 by NMFS)” under sector exemptions.
 - 23 2. A vessel declaring this exemption must render its small-mesh gear not available
24 for immediate use, as defined by 50 C.F.R. § 648.2, when using large-mesh gear
25 during the first portion of the trip.
 - 26 3. Upon completing the large-mesh portion of the trip, the vessel must submit a
27 Multispecies Catch Report via VMS with a good faith estimate of all catch on
28 board and indicate that it intends to fish with smaller mesh (i.e. with Step 5
29 completed).
 - 30 4. The date-time stamp of the Multispecies Catch Report indicates to Enforcement
31 that the vessel is now in the second portion of the trip and is prohibited from
32 redeploying its large-mesh gear.
 - 33 5. Following submission of the Multispecies Catch Report, the vessel may deploy its
34 modified small mesh gear in the areas described above and is prohibited from
35 fishing outside of the small mesh exemption area. All other applicable
36 regulations apply to this portion of the trip.
 - 37 6. No fishing may occur under this exemption in areas overlapping the Southern
38 Windowpane Flounder Accountability Measure Areas, regardless of whether or
39 not accountability measures have been triggered.
 - 40 7. The vessel must comply with the remaining requirements of a sector trip,
41 including the submission of VTRs, a trip end hail, and a final Multispecies Catch
42 Report.
 - 43 8. A vessel fishing with this exemption must retain and land all legal-sized
44 groundfish on both the regulated mesh and small-mesh portions of the trip.
45
46

- 1 17. [Not requested]
- 2 18. [Not requested]
- 3 19. Day gillnet limit in the Gulf of Maine

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



11
 12

13 **2.6.2. Exemption from Sector Operations Plan Provisions**

14

15 Members may petition the sector Board for exemptions to sections of the operations
 16 plan which are exclusive to administration of the sector, as defined under Section
 17 5.14. If a petition is approved by the Board, the sector will notify the NMFS of the
 18 approved exemption.

19

20 **2.7. Inshore Gulf of Maine Cod Declaration Plan**

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

1 If the trip CARRIES an observer or monitor, the vessel may declare and execute its
2 intent to fish inside the portion of BSA1 designated the Inshore GOM area, as well as any
3 other area. In other words, nothing changes.

4 If the trip DOES NOT carry an observer or monitor, the vessel selects from these options:

5 1. If the vessel wishes to fish in the Inshore GOM Zone, the vessel must declare and
6 execute its intent to fish inside BSA1 exclusively for the trip. You can't cross into the
7 Georges Bank areas

8 2. If the vessel wishes to fish outside of BSA1 (the Gulf of Maine) on a trip, it is
9 prohibited from fishing in the Inshore GOM Zone.

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

16

17

1
2 **3. REPORTING**
3

4 **3.1. Issue Tracking**
5

6 The JIRA issue tracking application will be used to report all data quality issues to
7 the appropriate personnel for research and correction activities.
8

9 **3.2. Reporting to NMFS**
10

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

- 13 • **Sector Manager Detail Report:** This provides information down to the sub-trip level
14 about each sector trip for a given week, regardless of the completeness of the data.
15 The information includes stock, gear, mesh categories, landing amounts, discards, and
16 total catch.
 - 17 • **Sector Manager Trip Issue Report:** This provides information about sector trips for a
18 given week that have enforcement or other issues. The sector manager submits one
19 Issue Report per reporting period.
 - 20 • **One of the following:**
 - 21 ○ *Sector Manager ACE Status Report:* This provides the means for sector managers
22 to report their ACE status calculations. This allows NMFS to cross-check totals,
23 as stipulated in Amendment 16.
 - 24 ○ *Sector Manager Daily ACE Status Report:* This provides the means for sector
25 managers to report their ACE status calculations on a daily basis if either of two
26 "trigger points" (thresholds) has been reached in the current FY.
27
- 28

29 Weekly reports must include any enforcement or reporting compliance issues, including
30 violations of Operations Plans (exclusive of defined administrative provisions), violations
31 of regulations, or general problems with monitoring or sector operations during the
32 reporting period.
33
34

1
2 **4. CONSOLIDATION OF ACE AND REDIRECTION OF EFFORT**

3
4 **4.1. Consolidation of ACE**

5
6 In FY 2018, none of the permits enrolled in the Sustainable Harvest Sector II for FYs
7 2019 and 20 are attached to vessels actively fishing for NE multispecies. For FYs 2019
8 and 20, the Sustainable Harvest Sector II has 35 permits currently enrolled. Of those
9 permits none are anticipated to actively fish for NE multispecies in FYs 2019 and 2020.
10 While these numbers may change, the Sustainable Harvest Sector II expects that,
11 compared to FY 2018, there would be no change from the consolidation that previously
12 occurred among the members during FY 2018. The member permits that are not attached
13 to active NE multispecies vessels in FYs 2019 and 2020 are the same permits that did not
14 fish in FY 2018.

15
16 **4.2. Redirection of Effort**

17
18 During FY 2017, no sector vessels switched fishing efforts into other fisheries. The
19 members continued their historical participation in the scallop, monkfish, herring,
20 mackerel, skate, dogfish, squid, whiting, and lobster fisheries for which they possess
21 federal or state permits. Gears used were trawl, dredge, and trap.

22
23 During the first quarter of FY 2018, no sector vessels switched fishing efforts into other
24 fisheries.

25
26 During FYs 2019 and 2020, Sustainable Harvest Sector II anticipates that no redirection
27 of effort will take place.
28

1
2
3 **5. ENFORCEMENT**

4
5 **5.1. Agreement Enforcement**

6
7 Each of the Members and the Sector shall have the right to have any provision of this
8 Agreement specifically enforced, through injunction, restraining order or other form of
9 equitable relief.

10
11 Each Member agrees that the Sector, through its representatives, and/or any other
12 Member may enforce this Agreement on behalf of the Sector and/or its Members.

13
14 Each Member agrees to take all actions and to execute all documents necessary or
15 convenient to give effect to the enforcement procedures contemplated by this Agreement,
16 the Harvesting Rules and any Schedule of Penalties.

17
18 **5.2. Restrictions on Fishing Activity**

19
20 The Members acknowledge they may be held jointly and severally liable for civil
21 penalties to NMFS that result from any member causing the Sector to exceed its ACE;
22 any member discarding legal sized allocated groundfish; any member or vessel operator
23 misreporting their own catch and discards of allocated groundfish species to NMFS or the
24 Sector Manager;

25
26 The Members further acknowledge and agree that monetary penalties could be
27 inadequate recourse under such circumstances.

28
29 Therefore, the Members acknowledge and agree that each of them will comply with a
30 “stop fishing” order from the Sector, which shall be issued by the Board, the Manager or
31 the Infractions Committee, and each of the Members further agrees that if any Member
32 fails to comply with such order, the Sector shall have the authority to obtain an
33 injunction, restraining order or other equivalent form of equitable relief to give effect to
34 such “stop fishing” order.

35
36 **5.3. Joint and Several Liabilities**

37
38 Sector members acknowledge and agree that they and the sector may be held jointly and
39 severally liable for discarding legal sized fish, misreporting, and Annual Catch
40 Entitlement (ACE) overages as specified in Federal regulations.

41
42 Sector members agree that violations by an individual member, for which all members
43 may be jointly and severally liable, will be the sole responsibility of the individual
44 member committing such violations, including all monetary fines and fishing restrictions
45 imposed by the Sector and/or the National Marine Fisheries Service.

1
2 **5.4. Infractions Committee**
3

4 The President shall appoint an infractions committee (the “Committee”) as necessary to
5 ensure fair, consistent and appropriate enforcement of this Agreement, the Harvesting
6 Rules, the Plan and other Sector requirements as adopted under the terms of this
7 Agreement and the Sector’s Bylaws.
8

9 The Committee will be comprised of at least three Board members excluding any Board
10 member who may be subject to investigation. Such Committee member assignments
11 shall be rotated.
12

13 The Committee shall recommend as necessary to the Board for its approval a schedule of
14 penalties, which shall be similar in form to Exhibit A (the “Schedule of Penalties”), for
15 any unauthorized fishing activities (whether under applicable laws, rules and regulations
16 or otherwise) and for violations of this Agreement, the Harvesting Rules, the Plan and
17 other Sector requirements as may be adopted under the terms of this Agreement or the
18 Sector’s Bylaws.
19

20 In addition, the Committee shall have the authority to take any number of enforcement
21 measures against the Members for the non-payment of membership dues and/or
22 poundage fees. Such enforcement measures may include expulsion of the violating
23 Member under Section 3 and /or issuing a “stop fishing” order against such Member.
24

25 **5.5. Procedures for Investigations**
26

27 In addition to the Manager’s authority to invoke penalties under the Schedule of
28 Penalties, the Manager may, on his own, and shall, at the request of a Member, request
29 that the Manager conduct an investigation of possible infractions of the Agreement, the
30 Harvesting Rules, the Plan, or other Sector requirements as may be adopted under the
31 terms of this Agreement or the Sector’s Bylaws, by calling a meeting of the Committee
32 and presenting it with the information that is the basis for the Manager’s or Member’s
33 opinion that an infraction occurred.
34

35 All investigations will be reviewed by the Committee. If, upon the conclusion of such
36 investigation, the Committee determines by an affirmative vote of a majority of its
37 members that a violation of this Agreement, the Harvesting Rules, the Plan, or other
38 Sector requirements (as may be adopted under the terms of this Agreement or the
39 Sector’s Bylaws) has occurred, it may impose any penalties prescribed in the Schedule of
40 Penalties to the Member, its Permits and its Participating Vessels by the Sector, or issue
41 “stop fishing” orders.
42

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

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

7 **5.6. Penalties for Violations**

8
9 Any penalties that are imposed upon a Member by the Sector pursuant to the terms of this
10 Agreement shall be in addition to, and not in lieu of, any other potential state or federal
11 penalty that may be imposed upon such Member.
12

13 Sector members agree that penalties and assessments imposed on the Sector for violations
14 committed by an individual member, for which all members may be jointly and severally
15 liable, will to the maximum extent possible be the sole responsibility of the individual
16 member committing those violations to reimburse the sector, including all monetary fines
17 and ACE reductions imposed by the sector and/or the National Marine Fisheries Service.
18

19 **5.7. Expulsion**

20 21 5.7.1. Cause

22
23 The Members agree that any Member may be expelled from the Sector if the actions of
24 such Member and/or its Participating Vessels (or the Participating Vessels' operators)
25 seriously undermine and threaten the existence of the Sector, the actions of such Member
26 and/or its Participating Vessels (or the Participating Vessels' operators) have exposed
27 other Members of the Sector to monetary penalties and/or legal actions, such Member has
28 been convicted of a serious crime, or such Member has not paid its membership dues
29 and/or poundage fees as required by the bylaws.
30

31 5.7.2. Procedure

32
33 Any Member, the Committee or the Manager may submit to the Board a request to have a
34 Member, its Permits and/or its Participating Vessels expelled from the Sector (the
35 "Expulsion Request").
36

37 Such Expulsion Request shall be in writing and shall include an explanation of the basis
38 for expulsion.
39

40 The Board shall vote on such Expulsion Request within fourteen (14) days of receipt of
41 such Expulsion Request.
42

43 The affirmative vote of two-thirds of the members of the Board shall be required in order
44 to expel a Member, its Permits and/or its Participating Vessels.
45

1 Expulsion shall be effective immediately upon the receipt of the requisite vote by the
2 Board.

3
4 Board members cannot vote on the expulsion of one or more of their own vessels.

5
6 As required by 50 CFR Part 648.87 or any substitute or successor provision, a Member,
7 its Permits and/or its Participating Vessels expelled during any fishing year may not fish
8 outside of the Sector under a NE multispecies DAS program during the remainder of such
9 fishing year.

10
11 Upon expulsion of any Member, its Permits and/or its Participating Vessels, the Manager
12 shall immediately notify NMFS by email that the Member's Permits and/or Participating
13 Vessels are no longer included in the Sector.

14 15 **5.8. Notification to NMFS**

16
17 If a member is expelled or has been issued a "stop fishing" order the Sector Manager will
18 notify NMFS immediately by email or by telephone, and confirm NMFS has received the
19 notice.

20 21 **5.9. Penalties and Attorney's Fees**

22
23 Penalties for any violations of this Agreement shall, be limited to the amounts set forth on
24 the Schedule of Penalties plus all costs, fees and expenses, including attorney fees,
25 incurred by the Sector or, in a case in which the Sector does not take enforcement action,
26 by the Members bringing such action, in enforcing the provisions of this Agreement.

27
28 To the extent the Schedule of Penalties addresses such matter, the Members and the
29 Sector hereby waive any claims to actual, direct, or indirect damages, and instead agree
30 that payment of the amounts set forth on the Schedule of Penalties and costs of
31 enforcement shall be their sole remedy for breaches of this Agreement.

32
33 In connection with any legal proceeding related to this Agreement, the non-prevailing
34 party shall pay the prevailing party's reasonable costs and attorney's fees associated with
35 the proceeding.

36 37 **5.10. Application of Fines, Penalties, and Damages**

38
39 All penalties, fines and/or other damages paid to the Sector shall, first, be applied to the
40 cost of enforcement of such violations and, second, any remaining amounts shall be
41 applied to the costs and expenses of the administration, management and preservation of
42 the Sector.

43
44 Any funds remaining after the application of the foregoing sentence shall be used to
45 further research into efficient management of groundfish stocks for the benefit of the

1 resource and those that harvest the resource.

2
3 **5.11. Appeal from Committee Decision**

4
5 If the Committee has determined that a Member has violated this Agreement or makes
6 any other determination with respect to a Member under this Agreement (including,
7 specifically, without limitation section on catch verification), such violating Member
8 shall have five business days following the date of the Committee’s determination to
9 request reconsideration of the enforcement or other action and/or propose an alternative
10 form of penalty.

11
12 Such request shall be made in writing and shall be addressed to the Board.

13
14 The Board may, in its sole discretion, grant or deny any request for reconsideration and
15 may, in its sole discretion, approve or disapprove any alternative form of penalty;
16 provided, that the Board shall exercise all reasonable efforts to ensure that penalties and
17 settlements are commensurate with the nature and extent of the violation, are designed to
18 further the purposes of the Plan are uniform with those reached in similar circumstances.

19
20 **5.12. Dispute Procedures**

21
22 Prior to instituting any litigation or other dispute resolution, the parties shall follow
23 applicable procedures set forth in this Agreement for the resolution of such dispute.

24
25 Any appeals taken with respect to any dispute that arises in connection with this
26 Agreement shall be taken in the federal district court in Portland, Maine or, if said court
27 does not have jurisdiction, in such courts in the State of Maine that do have jurisdiction.

28
29 **5.13. Indemnification**

30
31 Each party that violates this Agreement (the “Indemnitor”) hereby severally agrees to
32 indemnify, defend and hold harmless the other parties hereto (each, an “Indemnitee”) in
33 respect of their respective Losses; provided that such losses result or arise from a third
34 party claim or governmental proceeding brought against or involving the Indemnitee,
35 which is based on or relates to this Agreement violation of applicable laws, rules or
36 federal fishery regulations or breach of any covenant, agreement or obligation contained
37 in this Agreement, the Harvesting Rules or other Sector requirements as may be adopted
38 under the terms of this Agreement or the Sector’s Bylaws.

39
40 The indemnification obligations of the parties shall be joint and several.

41
42 For the purposes of this Section, “Losses” shall mean any and all claims, liabilities,
43 obligations, judgments, liens, injunctions, charges, orders, decrees, rulings, damages,
44 dues, assessments, taxes, losses, fines, penalties, expenses, fees, costs, amounts paid in
45 settlement (including reasonable attorneys’ and witness fees and disbursements in
46 connection with investigating, defending or settling any action or threatened action)

1 arising out of any claim, complaint, demand, cause of action, action, suit or other
2 proceeding asserted or initiated or otherwise existing.

3

4 The obligations under this Section shall survive the termination of this Agreement and
5 the expulsion of any Member pursuant to Section 2.7.

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5.14. Administrative Enforcement

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

- 1.1
- 2.1 inclusive
- 2.2.1, 2.2.4, 2.2.7. 2.2.9.2, 2.2.9.3
- 2.3 inclusive
- 2.4
- 2.7
- 5 inclusive, excepting 5.3

1
2
3

5.15. Schedule of Penalties

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

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6. APPENDIX 1: SHS2 BOARD OF DIRECTORS

Frank Patania

Tory Bramante

Bud Fernandes

James Odlin

Maggie Raymond

Phil Ruhle

Marshall Alexander

4

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2
3

7. APPENDIX 2: SHS2 CORPORATE CERTIFICATE OF STANDING

State of Maine



Department of the Secretary of State

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

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

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

In testimony whereof, I have caused the Great Seal of the State of Maine to be hereunto affixed. Given under my hand at Augusta, Maine, this sixth day of March 2019.




Matthew Dunlap
Secretary of State

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5

1
2 **APPENDIX 3: ASM PROGRAM DESCRIPTION**
3

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

5 **National Marine Fisheries Service, Northeast Fisheries Science Center**

6 **C.1 BACKGROUND OVERVIEW**

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

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

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

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

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

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

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

- 43 1st: Increased number of coastal and marine ecosystems maintained at a
44 healthy and sustainable level
45 2nd: Increased social and economic value of the marine environment and
46 resources (e.g., seafood, recreation, and tourism)
47 3rd: Increased number of acres and stream-miles restored for coastal
48 and ocean species

- 1 4th: Increased number of protected species in a stable condition or in
- 2 an upward trend
- 3 5th: Increased number of managed species that are at optimum levels
- 4 6th: Improved ecological conditions in coastal and ocean protected
- 5 areas
- 6

1

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

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

29 Every sector should equally be covered at 15% (10% by At-Sea Monitors
30 and 5% by NEFOP observers). The coverage rates apply to the trip level.
31 At-Sea Monitors will be systematically assigned by NMFS to a vessel to
32 ensure the coverage is fair and even. Several types of fishing gear may
33 be used: longline, trawl, and gillnet. A monitored trip must be a trip
34 where landings of groundfish occur (a "groundfish", "skate" or
35 "monkfish" trip as defined in Amendment 16). At-Sea Monitoring
36 standards will be consistent with the final regulations implemented
37 under Amendment 16, unless further specified by NMFS. As described in
38 the rule, Northeast Fisheries Observer Program (ASM) observers take
39 precedence over At-Sea Monitors for vessel placement when deployments
40 overlap.

41 C.2 AT-SEA MONITOR PROGRAM OBJECTIVES

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

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

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

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

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

27 C.3 SCOPE AND OUTCOMES

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

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

38 C.3.1 Policies and Regulations

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

- 47 • Magnuson-Stevens Fishery, Management, and Conservation Act (MSA)
- 48 • Marine Mammal Protection Act (MMPA)
- 49 • Endangered Species Act (ESA)
- 50 • Data Quality Control Act (P.L. 106-514)

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

14 C.4 PERFORMANCE WORK STATEMENT

15 The contractor shall meet all requirements of the SOW.

16 C.4.1 Management Requirements

17 C.4.1.1 Project Management

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

30 C.4.1.2 Project Manager

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

38 C.4.1.3 Coordinators

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

1 C.4.1.4 Management Reporting and Coordination

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

8 C.4.1.5 Performance Measures

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

11 C.4.2 Operational Requirements

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

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

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

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

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

33 C.4.2.2 Eligibility Requirements

34 C.4.2.2.1 Educational Qualifications

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

1 C.4.2.2.2 Non-Conflict of Interest

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

3 C.4.2.2.3 Physical/Medical Condition

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

5 C.4.2.2.4 Communication Skills

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

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

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

12 C.4.2.2.6 Statement of No Criminal Conviction

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

14 C.4.2.2.7 CPR and First Aid Requirements

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

22 C.4.2.2.8 At-Sea Monitor Standards of Conduct

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

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

30 1) General Observer Duties and Data Collection Requirements - Fishery
31 Observer I, II, and III

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

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

- 1 g) Observer/At-Sea Monitors shall send in the whole animal or take a
2 photo of all species encountered the Species ID Verification
3 Program quarterly to NMFS (Section J, Attachment 9, Species
4 Verification Program). Failure to do so may result in an
5 observer/At-Sea Monitor's change in status (i.e., pre-probation,
6 probation, and decertification).
- 7 2) Fishery Observer/At-Sea Monitor I - Performance Requirements and
8 Labor Category Definition - The Fishery observer/At-Sea Monitor I
9 shall meet and perform all the General Requirements specified in
10 C.4.3.2a and the following:
- 11 a) Performs routine tasks associated with recurring and continuing
12 work according to prescribed or established procedural standards
13 and technical methods assigned.
- 14 b) Assures that tasks are completed, data developed, methods used in
15 securing and verifying data are technically accurate and in
16 compliance with instructions and established procedures.
- 17 c) Makes estimates of amounts and species composition of fish
18 caught, retained and discarded, using at a minimum, simple,
19 single stage sampling techniques and dichotomous keys.
- 20 d) According to established standards and detailed procedures,
21 records data on appropriate forms and logs, some of which may be
22 electronic.
- 23 e) Maintains field equipment and supplies.
- 24 f) Collects scientific, management, compliance information, and make
25 observations of fishing operations.
- 26 g) Use and complete a pre-boarding vessel safety checklist.
- 27 h) Measures selected portions of catch including incidentally caught
28 marine mammals, sea birds and sea turtles.
- 29 i) Uses calculator and/or PC for calculations and recording data.
- 30 j) Obtains, enters and transfers data electronically.
- 31 k) Obtains and records information on gear characteristics of
32 fishing gear types while working either on board vessels, on an
33 alternative platform, or at a shore-based facility.
- 34 l) Uses interpersonal and communication skills to contact fishermen
35 and schedule observer/At-Sea Monitor sampling trips.
- 36 m) Observes and documents compliance with fishery regulations, and
37 write affidavits as required.
- 38 3) Fishery Observer/At-Sea Monitor II - The Fishery observer/At-Sea
39 Monitor II shall meet and perform all the General Requirements
40 specified in C.4.3.2a, perform all duties of Fishery observer/At-Sea
41 Monitor I and the following additional duties:
- 42 a) Independently executes duties, while learning when and how to
43 resolve exceptions and special problems.
- 44 b) Estimate amounts and species composition of fish caught, retained
45 and discarded, utilizing knowledge of various statistically valid
46 sampling methods and dichotomous keys.
- 47 c) Measure selected portions of catch including incidentally caught
48 marine mammals, sea birds and sea turtles.
- 49 d) Uses calculator and/or PC for calculations and recording data.
- 50 4) Fishery Observer/At-Sea Monitor III - The Fishery Observer/At-Sea
51 Monitor III shall meet and perform all the General Requirements
52 specified in C.4.3.2a, perform all duties of Fishery observer/At-Sea
53 Monitor II and the following additional duties:
- 54 a) May act as field coordinator of lower graded fishery observer/At-
55 Sea Monitors.

- 1 b) Demonstrates extensive familiarity of methods, procedures and
2 management to ensure proper day-to-day operations.
- 3 c) Shifts from one type of responsible technical assignment to other
4 types, which are different in terms of equipment used, of data
5 used, and uses to which data will be put.
- 6 d) Makes estimates of amounts and species composition of fish
7 caught, retained and discarded, utilizing knowledge of various
8 statistically valid sampling, sub-sampling methods and
9 dichotomous keys.
- 10 e) According to established standards and detailed procedures,
11 records data on appropriate forms and logs, some of which may be
12 electronic and provide recommendations for updates.
- 13 f) Oversees the maintenance of field equipment and supplies.
- 14 g) Collect scientific, management, compliance information,
15 observations of fishing operations, measure selected portions of
16 catch including incidentally caught marine mammals, sea birds and
17 sea turtles.

18 C.4.2.3.1 Data Deliverables

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

- 25 5) Delivery of paper log data shall be received within 5 calendar days
26 (120 hours) of the vessel landing as referenced in Section F.5.5.
- 27 2) Delivery of electronic data shall be received within 2 calendar
28 days (48 hours) of the vessel landing as referenced in Section F.5.6.
- 29 3) Delivery of biological specimens (whole fish samples) shall be
30 received within 5 calendar days (120 hours) of the vessel landing as
31 referenced in Section F.5.7.

32 At-Sea Monitors shall send any written data and biological specimens
33 directly to NMFS. The Government will provide shipping and supplies.
34 At-Sea Monitors shall assure that biological samples or whole animals
35 requiring freezing are received by the nearest NMFS freezer facility
36 within twenty-four (24) hours of vessel landing. NMFS has freezers
37 located in major fishing ports (Section J, Attachment 10, Freezer
38 Locations). The transfer or transport of the frozen samples or animals
39 must be received by NMFS (At-Sea Monitor Training Center) within 5
40 calendar days of the trip landing, unless a delay is authorized by the
41 COTR. Costs for travel associated with transport of biological samples
42 will be reimbursed under the travel provision section herein (Section B
43 Supplies or Services and Prices/Costs Travel CLINS 0002, 1002 and
44 2002).

45 C.4.2.3.2 At-Sea Monitor Communication

46 At-Sea Monitors shall maintain regular contact with their assigned NMFS
47 editor/debriefer. All At-Sea Monitors shall call their editor/debriefer
48 prior to making a trip in a fishery or program covered for the first
49 time or as requested. At-Sea Monitors shall return phone calls or reply
50 to email questions as soon as realistically possible (i.e., before
51 departing on a multi-day trip). NMFS can request that an in-person
52 meeting occur with an At-Sea Monitor at any time. These meetings will

1 take priority over accomplishment of the sea day schedule. All travel
2 costs associated with required in person debriefings, exit interviews
3 and meetings with NMFS will be reimbursed under the travel provision
4 section herein (Section B Supplies or Services and Prices/Costs Travel
5 CLINS 0002, 1002 and 2002) and the At-Sea Monitor hourly rate will be
6 reimbursed under the hourly rate provision section herein (Section B
7 Supplies or Services and Prices/Costs Hourly Rate At-Sea Monitor CLINS
8 0004, 1004 and 2004). NMFS staff will provide written memo updates to
9 the contractor regarding any new or changed sampling
10 protocols, data collection procedures, or other collection or reporting
11 procedures. The contractor shall make certain that At-Sea Monitors
12 comply with changes, as applicable.

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

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

23 C.4.3 At-Sea Monitor Support Services

24 C.4.3.1 Logistic and Operation Support for At-Sea Monitor 25 Deployment

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

30 C.4.3.2 Training and Debriefings

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

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

44 At-Sea Monitor candidates shall undergo an initial 2-week certification
45 training session with NMFS. A series of tests will be administered
46 during this training that candidates must pass prior to certification.
47 Candidates must demonstrate their potential to collect accurate field
48 data, and react to unfamiliar situations at sea in a professional
49 manner. NMFS personnel as well as specialists in other areas such as
50 vessel safety shall conduct training. Refresher training sessions will

1 be conducted when data logs or protocols change, at the discretion of
2 the COTR, or when there has been over six months service interruption
3 for the At-Sea Monitor. At-Sea Monitors shall be required to attend an
4 annual refresher course for data collection, species identification,
5 and vessel safety. In order for the At-Sea Monitor to maintain a
6 current certification they must successfully complete the
7 recertification training. Three trainings are scheduled for each year
8 (planned trainings will be posted on the FSB website). The contractor
9 shall provide NMFS with at least 45 calendar days prior notice when a
10 training session is needed and identify any foreign nationals that may
11 be attending training (it takes a minimum of 30 working days for
12 foreign national clearance) as referenced in Section F.5.9. For
13 extenuating circumstances, additional trainings may be scheduled at the
14 Government's discretion. Attendance by key personnel at training is
15 required for at least two days each week of training.

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

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

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

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

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

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

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

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

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

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

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

31 At-Sea Monitor trip trainers taking their training assignment trips
32 with NMFS personnel may bill the cost of a seaday under CLINS 0003,
33 1003 and 2003. When two At-Sea Monitors are on a vessel for the days a
34 certified At-Sea Monitor trip trainer is accompanying a new At-Sea
35 Monitor then the new At-Sea Monitor should be billed under CLINS 0001,
36 1001 and 2001. The certified trainer would be billed as a seaday under
37 CLINS 0003, 1003 and 2003. NMFS determines the number of trainers
38 needed based on how many At-Sea Monitors are currently working, what
39 the demand for new At-Sea Monitors is, and what the projected training
40 schedule looks like. NMFS currently has 12 certified At-Sea Monitor
41 trip trainers and would expect to maintain that level. At-Sea Monitors
42 certified as trip trainers must be geographically representative of the
43 ports ASM At-Sea Monitors cover to accommodate all new trainees.

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

53 Compensation for the At-Sea Monitor's time at the refresher training
54 and all other training as well as meals & reimbursement (M&I) and

1 lodging will be reimbursed by NMFS (Section B - Supplies or Services
2 and Prices/Costs Training CLINS 0003, 1003, and 2003). Costs for travel
3 to and from the training center will not be covered by NMFS.

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

10 At-Sea Monitors shall be expected to remain as active At-Sea Monitors
11 or serve in other capacities directly related to the Northeast
12 Fisheries At-Sea Monitor Program (e.g. program management) for at least
13 one (1) year after training. The contractor shall reimburse the
14 Government for training expenses for any At-Sea Monitors terminating
15 their At-Sea Monitor employment with the contractor within one (1) year
16 of completing the NMFS training. This will be done by issuing a credit
17 for the next training session. For example, if three (3) At-Sea
18 Monitors leave the program prior to completing one (1) year of
19 employment, at the next training, three (3) individuals' training costs
20 (Section B Supplies or Services and Prices/Costs Training CLINS 0003,
21 1003, and 2003) and hourly wages associated with the training (Section
22 B Supplies or Services and Prices/Costs Hourly Rate At-Sea Monitor
23 CLINS 0004, 1004 and 2004) will not be billed to the Government.

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

27 NMFS may request an At-Sea Monitor be accompanied by a NMFS staff
28 member on a future trip. The contractor shall assist with the setting
29 up these shadow trips (Section J, Attachment 18, Shadow Trip
30 Program). The contractor shall make At-Sea Monitors available to NMFS
31 (Enforcement and FSB staff) for the purposes of routine debriefings,
32 requested meetings regarding data quality issues, investigating
33 circumstances of alleged refusals by vessels to take an At-Sea Monitor
34 or other violations of the Magnuson-Stevens Fishery Conservation Act
35 (MSA), Marine Mammal Protection Act (MMPA), or the Endangered Species
36 Act (ESA) recorded by the At-Sea Monitor in the course of his/her
37 duties (Section B Supplies or Services and Prices/Costs Training CLINS
38 0003, 1003 and 2003) and hourly wages associated with the training
39 (Section B Supplies or Services and Prices/Costs Hourly Rate At-Sea
40 Monitor CLINS 0004, 1004 and 2004). All At-Sea Monitors shall call
41 their editor/debriefer prior to making a trip in a fishery or
42 program covered for the first time.

43 C.4.3.3 Data Quality Control

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

46 The overall goal of quality control is to ensure the effectiveness and
47 efficiency of collection efforts as well as the quality of data
48 collected. Data quality is of utmost importance. As such the contractor
49 shall ensure the highest quality in data collected by its At-Sea
50 Monitors. NMFS will provide a data quality rating of At-Sea Monitors to
51 the provider on a bi-annual basis (Section J, Attachment 19, Data

1 Quality Rating). The contractor shall use the data quality rating of
2 At-Sea Monitors in their Quality Assurance Plan (F.5.3).

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

4 The contractor shall provide all materials and equipment necessary for
5 the collection of data and biological sampling (Section J, Attachment
6 20, ASM Gear List). The contractor shall maintain and replace lost gear
7 to ensure the At-Sea Monitor is able to carry out his/her sampling
8 duties. For items listed with a brand name, the contractor shall
9 provide the equivalent quality to the brand listed.

10 The gear and equipment, purchased and charged to the Government in the
11 performance of the contract becomes Government property at the end of
12 the contract. Equipment and gear should be inspected and repaired in
13 accordance with manufacturers specification as needed and at a minimum
14 of once per year. Newly acquired gear must be of the same quality as
15 the originally provided Government gear. At-Sea Monitor gear and
16 contractor's tracking and maintenance of such gear is subject to
17 periodic audit by the Government. The Government retains the right to
18 modify gear specifications and requirements to meet research collection
19 needs.

20 C.4.3.5 Travel and Lodging

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

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

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

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

41 C.4.3.6 Vessel Selection

42 The contractor shall strictly adhere to all sampling design
43 requirements specified for the Northeast Fisheries At-Sea Monitor
44 Program (ASM). NMFS will provide the contractor with a set of specific
45 guidelines regarding vessel selection and placement considerations by
46 various fisheries. The contractor shall make contact with vessels
47 selected either by NMFS to arrange for At-Sea Monitor coverage and
48 deployment scheduling as necessary. When the contractor/At-Sea Monitor
49 makes initial contact with the vessel, the contractor/At-Sea Monitor
50 shall verify with the captain that he has sufficient life raft capacity

1 for an additional person (At-Sea Monitor). If not, the contractor shall
2 immediately attempt to have one of the NMFS issued valise life rafts
3 available for the At-Sea Monitor for that trip. If one is not
4 available, and the captain still intends to sail without the At-Sea
5 Monitor, an SDR shall be issued to the captain of the vessel (Section
6 J, Attachment 22, Safety Deficiency Report). The contractor shall
7 assign At-Sea Monitors to vessels without regard to preference
8 expressed by vessel owners or operators with respect to At-Sea Monitor
9 race, gender, age, religion, or sexual orientation nor shall the
10 contractor consider At-Sea Monitor's expressed preference. The
11 contractor shall not assign At-Sea Monitors who are showing symptoms of
12 illness or who may be contagious. In the event that an At-Sea Monitor
13 falls severely ill or injured at sea, and the vessel must prematurely
14 cease fishing to return the At-Sea Monitor to port, the contractor
15 shall propose a plan on how to work out a fair reimbursement for the
16 vessel's fuel expenses.

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

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

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

44 Cost Reimbursement is authorized for At-Sea Monitors for the time
45 associated with a "no show". The maximum amount of time for a no show
46 is up to 2.5 hours. The At-Sea Monitor must arrive 30 minutes prior to
47 the scheduled departure time and remain at the designated area for up to 2
48 hours following the scheduled departure time. Travel to and from the
49 site and per diem are not included unless conditions in C.4.3.5 are
50 met. Any costs billed for a "no show" will be billed against CLINS
51 0004, 1004 and 2004. There will be no reimbursement for situations in
52 which it is the At-Sea Monitor's fault for missing the trip or no
53 attempt was made to communicate with the captain prior to taking the
54 trip. A travel voucher (Section J, Attachment 21, At-Sea Monitor Travel
55 Voucher) is required for proper reimbursement.

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

10 C.4.3.7 Safety Requirements

11 Vessels must be in compliance with the At-Sea Monitor Health and Safety
12 Regulations before an At-Sea Monitor is deployed
13 ([http://www.nefsc.noaa.gov/fsb/Misc/Obs_Health_&_Safety_Regs.FR.11.01.0](http://www.nefsc.noaa.gov/fsb/Misc/Obs_Health_&_Safety_Regs.FR.11.01.07.pdf)
14 [7.pdf](http://www.nefsc.noaa.gov/fsb/Misc/Obs_Health_&_Safety_Regs.FR.11.01.07.pdf)). Vessels must pass the Pre-Trip Vessel Safety Checklist (Section
15 J, Attachment 23) that will be performed by the At-Sea Monitor with the
16 assistance of the captain or designee prior to deployment. If the
17 vessel fails to pass the Pre-Trip Vessel Safety Checklist, the At-Sea
18 Monitor shall not sail on the vessel and shall complete Safety
19 Deficiency Report (Section J, Attachment 22, Safety Deficiency Report),
20 which shall be provided to the captain and NMFS.

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

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

34 (Section J, Attachment 23) to NMFS.

35 C.4.3.8 Communication

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

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

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

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

5 C.4.3.9 Notification of Potential Infractions

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

21 C.4.3.10 Vessel Operations and Working Conditions

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

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

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

47 C.4.3.11 Data Quality

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

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

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

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

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

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

28 C.4.3.12 Contractor Standards of Conduct

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

34 C.4.3.13 At-Sea Monitor Termination Documentation

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

42 C.4.3.14 Emergency Action Plan

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

1 with a copy of their Emergency Action plan as referenced in Section
2 F.5.27.

3 C.4.3.15 Quality Assurance Plan

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

12 C.5 PERFORMANCE MONITORING

13 C.5.1 Quality Assurance Surveillance Plan

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

16 C.6 SECURITY RISK LEVEL DESIGNATIONS

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

- 19 • Program Manager
20 SECURITY RISK = Low
- 21 • Coordinator
22 SECURITY RISK = Low
- 23 • Observer I, II, III
24 SECURITY RISK = Low
25

26 Investigation Packages

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

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

