

Part B: BBEDC 4E CDQ Halibut Harvest Agreement

By initialing the space at the bottom of Part A of this application, applicants certify that they have read and understand the provisions of this Harvest Agreement and agree to be bound by its requirements.

- Parties.** This Agreement is entered into between Bristol Bay Economic Development Corporation, hereafter referred to as “BBEDC” and all applicants desiring to fish in the BBEDC 4E CDQ halibut fishery.
- Subject.** BBEDC is the recipient of a Community Development Quota (CDQ) for halibut in International Pacific Halibut Commission (IPHC) Regulatory Area 4E. BBEDC desires to provide access to its CDQ by providing a BBEDC-approved IFQ/CDQ Hired Master Permit (hereafter referred to as the Permit) issued by the National Marine Fisheries Service Restricted Access Management Program to bona fide residents of BBEDC member villages.
- Eligibility.** Only natural persons (excluding non-natural entities such as corporations, partnerships, etc.) who are certified as residents by one of the seventeen BBEDC member villages listed below, are eligible to obtain a Permit:

Aleknagik	Ekuk	Pilot Point	Twin Hills
Clark’s Point	King Salmon / Savonoski	Port Heiden	Ugashik
Dillingham	Manokotak	South Naknek	Ekwok
Egegik	Naknek	Togiak	Portage Creek
Levelock			

- Application Deadline.** All applications for a Permit must be completed and received by BBEDC no later than April 1st of the application year. If sent by mail the application must be mailed early enough to meet the April 1st deadline for receipt. The application must include: a.) a fully completed Part A, Applicant Information, which includes an initialed and dated acknowledgement of the terms and conditions of this Harvest Agreement; b.) Evidence of current documented residency attesting to the applicant’s residency in one of the communities listed above, and c.) A copy of a current year State of Alaska CFEC Halibut Permit and Vessel License.

Additional requirements pertain to applicants planning to sell their catch direct to the public (Direct Marketers). Direct Marketers must (1) provide evidence of that they hold or have applied for an Alaska State Catcher/Seller Permit and a NMFS Registered Buyer Permit; (2) become familiar with and register with the State of Alaska’s E-Landings web site at <https://elandings.alaska.gov/elandings/Register> to file catch reports electronically; and (3) provide BBEDC with their Elandings Log-In and Password so that BBEDC can monitor compliance with the E-landing requirements. (To register with the E-Landings system, an ADF&G-issued Catcher Seller permit number must be entered in the space requesting the ADF&G Processor Code).

No later than May 1 of the application year a copy of the current year CFEC Halibut Permit and Vessel License, and, *if applicable*, an Alaska State Catcher/Sellers Permit, NMFS Registered Buyer Permit, E-Landing Log-In and Password must be received by BBEDC.

- Limited Rights of Assignment.** Harvester understands and agrees that the Permit and any fishing privileges pursuant to this Agreement may not be assigned, sold, leased or otherwise conveyed, in whole or in part, to any other party, and that any attempt to do so shall automatically void the Permit and fishing privileges, and immediately terminate this Agreement. Notwithstanding the foregoing, assignments will be approved at the discretion of BBEDC in the event of medical emergencies or other

unanticipated causes if the loss of the Permit would be a hardship or cause economic distress to the Harvester.

6. Indemnification. Harvester agrees to indemnify and hold harmless BBEDC and its employees, agents, officers and directors from any and all claims, demands, causes of action, and liabilities arising out of this Agreement or any privileges granted hereunder, or any actions taken by the Harvester pursuant hereto.

7. No Guarantees or Warranties. BBEDC does not warrant or guarantee the success of the halibut fishery, or that the CDQ or the Permit will be granted or successfully harvested, and gives notice to the Harvester that the CDQ or Permit may subsequently be withheld, suspended, reduced, reapportioned or revoked. Harvester hereby acknowledges and agrees to these understandings and agrees to release and hold harmless BBEDC from any liability, claim or demands arising there from.

8. Revocability and Amendment. Harvester agrees that BBEDC may, in its sole discretion, and at any time and without cause, revoke, reduce or reapportion the Permit, or the fishing privileges granted pursuant thereto, or modify the terms and conditions of harvest.

9. Compliance with All Laws. Harvester agrees to comply with all applicable federal, state or local laws, regulations and rules governing the halibut fishery, and expressly agrees that any violation of such laws, regulations and rules shall be grounds for termination of this Agreement.

10. Further Agreements. This Agreement constitutes Harvester's application to receive an IFQ/CDQ Hired Master Permit issued by the National Marine Fisheries Service Restricted Access Management Program. By entering into this Agreement Harvester agrees to comply with all regulations, rules and directives issued by NMFS and to follow all rules and directives issued by BBEDC respecting the CDQ halibut fishery. BBEDC regulations include the following provisions:

Gear Limits: BBEDC-Permitted 4E halibut fishers may use no more than twenty 100-fathom skates of long-line gear except in certain areas in and around Togiak Bay north of Hagemeister Island. North of a line from Asigyukpak Spit to Tongue Point and north of a line from Tongue Point to the ADF&G marker on the east side of the entrance to Ungalikthluk Bay, no more than 15 skates may be fished.



Trip Limits and Fishing Time: The maximum amount of halibut an individual boat may harvest before returning to port to offload is 10,000 pounds, and all gear must be removed from the water within 120 hours of bringing the first halibut on board.

11. Management Restrictions and Penalties for Violations. Harvester hereby agrees to comply with all management rules, directives and monitoring requirements established by BBEDC to regulate and control the CDQ halibut fishery including, but not limited to, trip limits, openings, closures, gear limitations, reporting requirements, etc. Harvester expressly acknowledges and agrees that failure to comply with any such rules, directives or monitoring requirements may result in immediate revocation of the Permit and fishing privileges, and may bar the Harvester from participation in the CDQ halibut fishery in future years. Harvester expressly acknowledges and agrees that violation of the following rules may subject the Harvester to the penalties specified below:

a.) Violation: fishing in closed periods, fishing more than the specified amount of gear, fishing from a vessel which is not owned by a qualified resident of a BBEDC member village, failure to report halibut landings, or sales of halibut to other than a registered buyer.

For violations specified in 11. a) above, the following penalties shall apply:

First Offense: Revocation of permit and fishing privileges for the remainder of the current season, payment to BBEDC of an amount equal to the poundage of halibut caught during the current season times the average selling price of halibut in the CDQ halibut fishery that year, and exclusion from participation in the CDQ halibut fishery in the following year.

Second Offense: Revocation of permit and fishing privileges for the remainder of the current season, payment to BBEDC of an amount equal to the poundage of halibut caught during the current season times the average selling price of halibut in the CDQ halibut fishery that year, and exclusion from participation in the CDQ halibut fishery in the following three (3) years.

Third Offense: Revocation of permit and fishing privileges for the remainder of the current season, payment to BBEDC of an amount equal to the poundage of halibut caught during the current season times the average selling price of halibut in the CDQ halibut fishery that year, and permanent exclusion from all further participation in the CDQ halibut fishery.

b.) Violation: exceeding specified trip-landing limits

For violations specified in 11. b) above, the following penalties shall apply:

Payment for any halibut landed in excess of the trip limit shall be withheld by the Registered Buyer and remitted to BBEDC.

12. Landings and sales. Only persons holding a valid 2009 BBEDC CDQ Halibut Fishery Permit and a valid 2009 NMFS permit may land halibut in the 2009 BBEDC Area 4E CDQ halibut fishery. All sales of such halibut must be made only to persons with a valid 2009 Registered Buyer Permit and must be reported in compliance with 50 CFR 676.14. Dockside landings and outside landings may also be made in compliance with 50 CFR 676.14(d).

13. Commitment to Appeals Process. Harvester hereby agrees to participate in the following appeals process as the sole and binding process for the resolution of any and all disputes arising out of the application process, this Agreement and any permits, licenses or further agreements pursuant thereto, and any actions of BBEDC, its agents, employees, officers and directors relating to such agreements or the administration and operation of the CDQ halibut fishery, including revocation of permits and fishing privileges and the imposition of any penalties.

STEP-BY-STEP 4E HALIBUT FISHERY APPEALS PROCESS

Step 1: Filing the Appeal: If an applicant or a resident fisherman disagrees with a ruling of BBEDC's Regional Fisheries Coordinator, including the right to participate in the program or for any penalty assessed, the fisherman has the right to appeal that decision to BBEDC's Chief Executive Officer (CEO). To be effective, the appeal must be in writing and received at the BBEDC office or by the CEO within ten (10) working days after the delivery of the Regional Fisheries Coordinator decision document to the applicant or resident fisherman, whether delivered by hand or by Certified Mail. Facsimile transmissions of appeal documents are acceptable.

Step 2: Contents of the Appeal Document: The appeal document may be prepared by the applicant or resident fisherman or his representative. An attorney or any other party may represent the appealing applicant or resident fisherman. If he is so represented, the applicant or resident fisherman must sign a document advising the Chief Executive Officer of the appointment.

In the appeal document, the applicant or resident fisherman should present all the factual and legal information and assertions that he or she thinks explain the problems, errors or other difficulties with the decision of the Regional Fisheries Coordinator. If it is a particularly complex matter, the CEO has the discretion to award additional time to the applicant or resident fisherman so that he can present all of his written arguments.

Step 3: The Factual Presentation in the Appeal: In preparing the appeal document, the applicant or resident fisherman should attempt to rely on facts presented and available to the Regional Fisheries Coordinator. However, if the applicant or resident fisherman gives good reason, he or she can introduce new factual information at the appeal stage as written evidence, including witness statements or sworn affidavits, and other written documentation. If such new information is deemed material to the appeal, the CEO may remand the matter to the Regional Fisheries Coordinator for reconsideration of the decision prior to processing the appeal.

Step 4: The Work of the Chief Executive Officer In making a decision on the appeal, the CEO shall review the written record as collected by and presented to the Regional Fisheries Coordinator. If there are disagreements about the facts in that record, the CEO has the right in his discretion to interview the applicant or resident fisherman and other parties who gave statements or information to the Regional Fisheries Coordinator. If new information has been received from the applicant or resident fisherman at the appeal stage, the CEO has the discretion to collect further written evidence and, where necessary, take oral testimony.

Step 5: The Decision of the Chief Executive Officer: The CEO shall make his decision promptly in order to avoid economic prejudice to the parties. Except in complex cases, or where the applicant or resident fisherman has asked for more time, the decision will be made within ten (10) working days. The decision of the CEO shall be in writing and, when published, the decision shall be binding upon the parties.

14. Reservation of Fishing Rights. The Harvester agrees that, in consideration for the issuance of the Permit hereunder, BBEDC shall receive full, free and clear title to any and all Fishery Access Rights associated with the harvest of the CDQ, whether now existing or hereafter arising, regardless of whether such rights are initially allocated to the vessel, its owners or its master or crew. For purposes of this Agreement, "Fishery Access Rights" shall mean all rights to enter into and/or participate in any fishery governed by Federal, State or local laws, and shall include but not be limited to all CDQ, IFQ, moratorium, license limitation and limited access rights of any nature whatsoever. Harvester hereby assigns any and all such rights and claims to BBEDC and further agrees to execute any and all documents deemed necessary by BBEDC, in its sole discretion, to give effect to this Section.

By initialing in the space provided on Part A of the BBEDC Halibut Application, harvesters signifies full understanding of and willingness to be bound the terms and of this Harvest Agreement.