



**COLLECTIVE AGREEMENT AMONG THE
INTERNATIONAL PACIFIC HALIBUT COMMISSION,
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
FISHERIES OF THE UNITED STATES DEPARTMENT OF COMMERCE
AND ALASKA DEPARTMENT OF FISH AND GAME**

Agreement No. AKR-22-001

The International Pacific Halibut Commission, hereinafter called “the IPHC”, and the National Oceanic and Atmospheric Administration Fisheries of the United States Department of Commerce, hereinafter called “NOAA Fisheries” and the Alaska Department of Fish and Game, hereinafter called “ADF&G”;

RECOGNIZING that the International Pacific Halibut Commission (IPHC) was established by a Convention between Canada and the United States of America to:

- a) conduct research on the biology of Pacific halibut;
- b) assess the stock structure, abundance, and biomass in the North Pacific Ocean and the Bering Sea;
- c) regulate commercial and recreational fisheries for Pacific halibut within 200 mile limits of Canada and the United States of America;
- d) publish or otherwise disseminate the results of this work; and
- e) provide scientific information and advice to the Governments for the purpose of developing the stocks of Pacific halibut to levels which will permit optimum yield from that fishery, and of maintaining stocks at those levels;

NOTING that in order to carry out these tasks appropriately and efficiently, the IPHC seeks, inter alia, to establish and maintain mutually agreed working arrangements with other organizations which have related objectives;

RECOGNIZING that the National Oceanic and Atmospheric Administration (NOAA) Fisheries of the United States Department of Commerce exists to:

- a) Establish annual catch limits and accountability measures;
- b) Promote market-based management strategies, including limited access privilege programs, such as catch shares;
- c) Strengthen the role of science through peer review, the scientific and statistical committees; and
- d) Enhance international cooperation by addressing illegal, unregulated, and unreported fishing and bycatch.



NOTING that in order to carry out these tasks appropriately and efficiently, NOAA Fisheries seeks, inter alia, to establish and maintain mutually agreed working arrangements with other organizations which have related objectives;

RECOGNIZING that the Alaska Department Fish and Game (ADF&G) exists to:

- a) Provide opportunities to utilize fish and wildlife resources;
- b) Ensure sustainability and harvestable surplus of fish and wildlife resources;
- c) Provide information on Alaska fish and wildlife resources to all customers;
- d) Involve the public in management of fish and wildlife resources;
- e) Protect the state's sovereignty to manage fish and wildlife resources; and
- f) Protect important fish and wildlife habitat during permit and project review.

NOTING that in order to carry out these tasks appropriately and efficiently, the ADF&G seeks, inter alia, to establish and maintain mutually agreed working arrangements with other organizations which have related objectives;

WHEREAS the IPHC, NOAA Fisheries and ADF&G wish to collaborate on a project entitled “*Interagency electronic reporting system or eLandings*”; and

WHEREAS the IPHC, NOAA Fisheries and ADF&G have a joint interest in the expected results of this collaboration and shared and compatible objectives associated with the Project.

RECOGNIZING the following terms and associated definitions:

- i. **Agreement** means the recitals, definitions, terms, conditions and obligations stipulated herein.
- ii. **Contribution** means resources that are provided and used by the Parties for the Project.
- iii. **Fiscal Year** means any twelve month period starting 1 October of the year and ending 30 September of the following year.
- iv. **Project Authority** means the person designated by each Party to manage and oversee the execution of this Agreement on its behalf.
- v. **Results** means all data, software, products and processes arising from the Project.

NOW THEREFORE the IPHC, NOAA Fisheries and ADF&G, hereinafter called “the Parties”, have therefore agreed to the following:

I. OBJECTIVE OF THIS AGREEMENT

1. The objective of this Collective Agreement (CA) is to 1) collect and utilize fishery landing, production, and logbook information electronically in the Interagency Electronic Reporting System (IERS), to ensure these collections are efficient, accurate and complete and accessible in real time and 2) provide a user-friendly platform for the efficient submission of the necessary catch and landing details of all harvest from Alaskan waters.



II. AREAS OF COLLABORATION

4. The Interagency Electronic Reporting System (IERS), includes eLandings, which is a web based application for shore based processors, seaLandings, which is an application used by at-sea processors that have satellite internet access, tLandings, which is an application used to record catch on tender vessels that do not have internet access, and the Processor Tender Interface (PTI), which allows processors to upload tLandings data into eLandings. These systems combined provide registered fishing industry participants with a consolidated method for submitting fishery landing report and production data, reduces redundant reporting to multiple management agencies and allows processors to import and export their data facilitating one-time data entry for users.
5. The IERS registration and submission of data is necessary in order to provide real-time harvest data and manage commercial fisheries in Alaska.
6. The IPHC shall manage the primary data repository for all Pacific halibut catch and landing details.
7. NOAA Fisheries shall manage the primary data repository for all catch and landing details for harvest from federal waters, apart from Pacific halibut.
8. The ADF&G shall manage the primary data repository for all catch and landing details from Alaska state waters.
9. The IPHC, NOAA Fisheries and ADF&G retain the right to review subsequent publications based on data collected; such reports may be authored by staff from any or all Parties, by written approval from the head of each Party.
10. The IPHC, NOAA Fisheries or ADF&G may waive its right to authorship of such reports, by written approval of the head of each Party. In addition, if the IPHC, NOAA Fisheries and ADF&G agree, other staff may use the data for publications.

III. BENEFITS FROM THE COLLABORATION

11. Collaboration and cost sharing will permit enhanced management of harvest from Alaskan waters in a conservative and sustainable manner.

IV. COMMUNICATIONS, REPORTS AND NOTICES

12. Communications relating to the technical and scientific aspects of the Project shall be in writing and shall be addressed to the Project Authorities.
13. Notices, reports and other communications relating to the CA shall be in writing and shall be addressed to the Project Authorities.



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14. Each Party shall report to the other Parties on the progress of Project-related work it is performing, and on any results arising from work it has completed. Reporting in respect of work performed in any Fiscal Year shall take place at least once a year, no later than ninety (90) days following the end of the Fiscal Year (ending 30 September). However, to ensure that Parties remain well informed and up-to-date on the Project; additional reports throughout the Fiscal Year may be provided as agreed by the Project Authorities.
 15. Within ninety (90) days following expiration or termination of this CA, each Party shall, provide to the other a final report on Project-related work it has performed, such report to be in a mutually agreeable format, and to include Results arising from the work.
 16. Each Party shall have the right to publish reports or analyses based on the data collected under the provisions and subject to applicable data privacy and confidentiality clauses within statutes referenced in this CA. If an individual of either Party is not an author of the publications arising from these data, the contribution of the other Parties shall be duly acknowledged in the publication.

V. Contributions

17. IPHC provides support by entering and reconciling Pacific halibut landings and shared costs of user training and outreach associated with eLandings each year ([APPENDIX I](#)) noting these costs are dependent upon internal budgeting approval and availability of funds.
18. NOAA Fisheries is responsible for the costs of programming and system maintenance for federally-managed fisheries, the IERS for at-sea processors (seaLandings), shared costs of programming and system maintenance for groundfish and crab landing reports, programming and system maintenance for production reports, IFQ reports, and shared costs of user training and outreach associated with eLandings each year ([APPENDIX I](#)) noting these costs are dependent upon internal budgeting approval and availability of funds..
19. ADF&G is responsible for the costs of programming and system maintenance for state-managed fisheries, the IERS for tenders (PTI and tLandings), shared costs of programming and system maintenance for groundfish and crab landing reports, the cost of the management software associated with eLandings each year and shared costs of user training and outreach associated with eLandings each year ([APPENDIX I](#)) noting these costs are dependent upon internal budgeting approval and availability of funds.
20. It is expected that actual costs will not vary by more than 10% of the values listed in [APPENDIX I](#). Should expected costs be more than 5% of those detailed in [APPENDIX I](#), any party shall seek prior approval from the other two parties before the work is carried out. Total contract value for FY2021-FY2025 is estimated at \$4,829,733 with the annual estimates described in [APPENDIX I](#). Costs to meet specific agency or organizational needs



are outside of this Agreement and therefore not reflected here. No funds will be exchanged between the parties.

VI. LEGAL STATUS

21. Nothing in this Agreement, or the act of issuing it, is to be construed as a waiver of any rights or immunities granted the IPHC pursuant to the International Organizations Immunities Act, 22 U.S.C. Sec. 288 et seq. Nothing about this agreement shall be considered a waiver of the sovereign immunity of the United States of America.

VII. HOLD HARMLESS CLAUSE

22. Each Party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party thereof.

VIII. PROJECT AUTHORITIES AND TECHNICAL CONTACTS

23. IPHC, NOAA Fisheries and ADF&G have authority to participate in developing and maintaining the IERS with each other under:

- a) 16 U.S.C. § 661, the Fish and Wildlife Coordination Act, which permits NOAA Fisheries to provide assistance to, and cooperate with, Federal, State, and public or private agencies and organizations in the development, protection, rearing, and stocking of all species of wildlife, resources thereof, and their habitat;
- b) 16 U.S.C. § 1881a, the Magnuson-Stevens Fishery Conservation and Management Act, which provides that the Secretary may implement a fishery information collection program and require submission of such information;
- c) 16 U.S.C. Chapter 10, Subchapter IV- Northern Pacific Halibut Act of 1982;
- d) AS 16.05.050, Alaska State Statute of Fish and Game, which provides that the Commissioner of Fish and Game has the power to enter into cooperative agreements with agencies of the federal government, educational institutions, or other agencies or organizations, when in the public interest.

24. The IERS Project Authority for the IPHC is:

Dr. David T. Wilson
Executive Director
2320 W. Commodore Way
Suite 300
Seattle, WA 98199
Telephone: (206) 634-1838
E-mail: secretariat@iphc.int



25. The IERS Project Authority for NOAA Fisheries is:

Dr. James W. Balsiger
Regional Administrator
NOAA Fisheries, Alaska Region
P.O. Box 21668
Juneau, AK 99802

26. The IERS Project Authority for ADF&G is:

Douglas Vincent-Lang
Commissioner
Alaska Department of Fish and Game
P.O. Box 115526
1255 W, 8th Street
Juneau, AK 99811-5526

IX. COMING INTO EFFECT, SUSPENSION, AND TERMINATION

27. This CA will continue to operate for five (5) years from the date of last signature. At that stage the Parties will review the operation of the CA and decide whether it will be renewed or modified.
28. The Parties will review this CA at least once every three years to determine if it should be revised, renewed, or cancelled.
29. Either Party may suspend or terminate this CA by giving one (1) month prior written notice to the other Party.
30. A Party may suspend or terminate the Agreement by written notice to the other Parties without liability, and the other Parties hereby waive their rights to initiate any proceedings against the terminating Party, if:
- a) any Party breaches any terms or conditions of the CA and does not rectify the breach within thirty (30) days after being notified in writing of the breach; or
 - b) any Party fails to perform the Project in accordance with the CA and does not rectify the matter within thirty (30) days after being notified in writing of the specific rectifications required; or
 - c) any Party has submitted or submits false or misleading information in respect of the Project or in respect of its obligations pursuant to the CA, such termination to take effect immediately after the notice date; or
 - d) resources that the suspending or terminating Party is expected to contribute to the Project are reduced or not available, unless the other Parties agree to amend the CA



to address the reduction in resources, such suspension or termination to take effect thirty (30) days after the notice date; or

- e) any unanticipated risk event jeopardizing the terminating Party’s ability to maintain the scientific integrity of the Project or prevented the Project from being completed within a reasonable period of time despite mitigation measures that may have been implemented.

31. Expiration, suspension, or termination of the CA shall not relieve a Party from its obligations pursuant to Section IV, or from its obligations.

32. Failure by a Party to notify the others of a breach of the CA or of any other circumstances possibly warranting termination of the CA, or to terminate the CA because of such breach or such other circumstances shall not constitute an acceptance of the breach by that Party or a waiver of its right to terminate this CA in accordance with its provisions, and, if applicable, to recover from the other Party any sums due under the CA.

33. This CA will come into effect on the day of last signature.

X. SIGNATURES

IN WITNESS WHEREOF this Collaborative Agreement has been executed by IPHC, NOAA Fisheries and ADF&G through their duly authorized representatives.

David T. Wilson 14/12/2021

 Signature Date
 David T. Wilson, Ph.D.
 Executive Director
 International Pacific Halibut Commission
 2320 West Commodore Way, Suite 300
 Seattle, WA 98199-1287

 Signature Date
 Robert D. Mecum
 Acting Regional Administrator
 NOAA Fisheries, Alaska Region
 P.O. Box 21668
 Juneau, AK 99802

D. Lang 1/12/2022

 Signature Date
 Douglas Vincent-Lang
 Commissioner
 Alaska Department of Fish and Game
 1255 W, 8th Street
 P.O. Box 115526
 Juneau, AK 99811-5526



APPENDIX I
IPHC, NOAA Fisheries and ADF&G Collective Agreement –
BUDGET ESTIMATES FY2021-FY2025

Expense Category	FY2021	FY2022	FY2023	FY2024	FY2025	Total
IPHC	\$48,000	\$50,400	\$52,920	\$55,566	\$58,344	\$265,230
<i>Staffing costs</i>	\$35,000	\$36,750	\$38,588	\$40,517	\$42,543	\$193,397
<i>Interagency meeting</i>	\$7,000	\$7,350	\$7,718	\$8,103	\$8,509	\$38,679
<i>Training events</i>	\$5,000	\$5,250	\$5,513	\$5,788	\$6,078	\$27,628
<i>Miscellaneous</i>	\$1,000	\$1,050	\$1,103	\$1,158	\$1,216	\$5,526
NOAA	\$1,152,000	\$1,209,600	\$1,270,080	\$1,333,584	\$1,400,263	\$6,365,527
<i>Interagency meeting</i>	\$7,000	\$7,350	\$7,718	\$8,103	\$8,509	\$38,679
<i>Training events</i>	\$35,000	\$36,750	\$38,588	\$40,517	\$42,543	\$193,397
<i>Contractor support</i>	\$650,000	\$682,500	\$716,625	\$752,456	\$790,079	\$3,591,660
<i>Server hosting</i>	\$45,000	\$47,250	\$49,613	\$52,093	\$54,698	\$248,653
<i>Program Staff</i>	\$390,000	\$409,500	\$429,975	\$451,474	\$474,047	\$2,154,996
<i>Miscellaneous</i>	\$25,000	\$26,250	\$27,563	\$28,941	\$30,388	\$138,141
ADF&G	\$475,200	\$498,960	\$523,909	\$550,104	\$577,610	\$2,625,783
<i>Interagency meeting</i>	\$14,000	\$14,700	\$15,435	\$16,207	\$17,017	\$77,359
<i>Training events</i>	\$19,000	\$19,950	\$20,948	\$21,995	\$23,095	\$104,988
<i>Java and support</i>	\$7,000	\$7,350	\$7,718	\$8,103	\$8,509	\$38,680
<i>Program Staff</i>	\$404,000	\$424,200	\$445,410	\$467,681	\$491,065	\$2,232,356
<i>Regional Staff</i>	\$30,000	\$31,500	\$33,075	\$34,729	\$36,465	\$165,769
<i>Miscellaneous</i>	\$1,200	\$1,260	\$1,323	\$1,389	\$1,459	\$6,631
Total	\$1,675,200	\$1,758,960	\$1,846,909	\$1,939,254	\$2,036,218	\$9,256,541
<i>Management Software (e.g., Atlassian)</i>	\$12,000	\$12,600	\$13,230	\$13,892	\$14,586	\$66,308