

Jonah Crab Fishery Improvement Project PARTICIPATION AGREEMENT

The Jonah Crab Fishery Improvement Project Work Group (Work Group) works collaboratively to implement a fishery improvement project (FIP) that proactively addresses sustainability concerns in the Jonah crab fishery.

Project Scope

The Jonah crab FIP will include the following:

- A Marine Stewardship Council pre-assessment of the fishery (or equivalent), which will be used to inform a Work Plan.
- A Work Group that includes harvester, dealer, scientific, and management representation.
- A Work Plan that includes development of a fishery management plan when one does not currently exist, in addition to a traceability component.

The Work Group is responsible for developing and implementing the FIP. This includes the following responsibilities:

- Attend Work Group meetings (~3 per year) to develop the FIP Work Plan, determine strategies to implement the Work Plan, and review progress against the Work Plan.
- Actively contribute to the implementation of the Work Plan through advocacy, sourcing, or other strategies as determined by the Work Group.
- Contribute financially, as outlined below, to the implementation of the FIP.

Participation Categories and Financial Obligations

Participating Members (Participants) have a business interest in the Jonah crab fishery.

Participants that buy AND sell Jonah crab, such as processors and distributors, contribute a minimum initial investment of \$4,000 per year. Retail Participants contribute a minimum initial investment of \$10,000 per year. Participants that harvest and sell, but do not purchase, Jonah crab contribute a minimum initial investment of \$1,000 per year. Additional financial contributions based on the project's needs will be negotiated and determined by the Work Group.

Advising Members (Advisors) do not buy or sell Jonah crab, and therefore have no financial stake in the health of the resource or the ability to harvest it. Rather, Advisors offer content expertise on the management and/or science of the Jonah crab fishery.

When referred to together, Participants and Advisors will be referred to as Members.

Contributors are entities that make financial contributions to the FIP effort, but do not participate on the Work Group, nor are they allowed a vote on the FIP's activities.

Principles

This Agreement will be governed by the following principles:

- I. It is mutually agreed that Members will promote the development of a FIP, including technical works, and exchange of information, training, as well as any other type of cooperation as outlined in the Work Plan that has an aim to achieve and maintain the Jonah crab fishery.
- II. In view of scheduling, organizing, and coordinating activities that stem from this Agreement, each of the Members will appoint a coordinator who will represent such party.
- III. The signature of this Agreement should not be interpreted as an obstacle for any of the Members to enter into similar agreements with other institutions or entities interested in sharing common goals.
- IV. New FIP Participants must submit an application for participation. The Members will determine by 2/3 majority vote the admission of new FIP Members. By virtue of joining the FIP, the Members acknowledge the terms of this Agreement. Any exceptions to the terms of the Agreement for new members must also be agreed upon by 2/3 vote by the Members.
- V. Members may invite interested parties to attend meetings with e-mail notification to staff and the Chair and with approval by the Chair to avoid overcrowding at meetings.
- VI. Members will maintain in their relations the highest spirit of cooperation, bearing in mind that the purpose of this Agreement is to benefit the activities of each one of the parties. Therefore, the tasks to be developed should be an example of cooperative effort.
- VII. This Agreement will be valid until June 1, 2015 or upon written notice of the Member of termination. Renewal of the Agreement if the FIP has not been completed by June 1, 2015 will be determined by the Work Group.
- VIII. Once a Member has missed 3 consecutive meetings, Members may vote to terminate said Member's participation with a 2/3 majority vote. No portion of the financial contribution made by the Member to the FIP effort will be reimbursable.
- IX. The Members agree and accept the following distribution of duties:
 - a. The expenses that will be incurred as a result of the actions agreed upon in the Work Plan will be covered in a timely manner by the Participating Entities as agreed in the budget.
 - b. The Gulf of Maine Research Institute (GMRI) and Advisors will provide advice on general scoping and technical coordination in order to put in place a FIP for the Jonah crab fishery.

- c. GMRI will track the development of the FIP and communicate the Work Plan and progress against the Work Plan publicly. GMRI will also manage the budget, track expenditures, and provide to Members financial reports on a quarterly basis.

- X. The activities of the FIP, as approved by the Members, will be described in summary in a Work Plan, and quarterly updates will be made public on the FIP website page(s) on the GMRI website. The content of the Work Plan material disclosed on the GMRI website will be approved by the Members and by GMRI at project meetings and/or via e-mail. Each Member is encouraged to provide links to the FIP webpage on the GMRI website, to all of its public policy statements made in connection with the FIP, and to other information as agreed by all Members.

- XI. If funds remain in the FIP budget once the FIP has been completed, the funds will be redistributed to contributing entities in a manner that is determined by a 2/3 vote of Members.

- XII. No company may use Members' or GMRI's logos or names without their prior approval in writing.

The Agreement is signed and agreed by:

Signature	Date
Name:	Organization:
E-mail:	Phone: