

## AGREEMENT OF ACCESS TO CONFIDENTIAL FISHERIES DATA

### I. PURPOSE

This document establishes terms between the National Oceanic and Atmospheric Administration (NOAA) National Marine Fisheries Service (NMFS) Alaska Fisheries Science Center (AFSC) Fisheries Monitoring and Analysis Division (FMA) and IPHC regarding access, possession, and use of confidential information (Confidential Information). For the purpose of this agreement, Confidential Information is defined as:

1. Information obtained from commercial fisheries observers or electronic monitoring (EM) systems and provided to IPHC by FMA, including but not limited to: haul information including fishing location; length and condition of Pacific halibut; and species composition information.
2. FMA may provide a subset of the data identified above if the subset meets the needs of the IPHC request.

The AFSC is furnishing this Confidential Information to IPHC under provisions of the Magnuson-Stevens Fisheries Conservation and Management Act (MSA) at 16 U.S.C. 1881a.

### II. REFERENCES AND AUTHORITIES

This document incorporates, and IPHC must comply with, all applicable laws and NOAA Fisheries guidance concerning the use, handling, and disclosure of Confidential Information. AFSC shall promptly provide IPHC with copies of all applicable NOAA Fisheries guidance as such guidance becomes available.

### III. RESPONSIBILITIES OF THE PARTIES

#### A. IPHC

IPHC may not disclose any Confidential Information except when: (1) disclosure is consistent with applicable NOAA Fisheries guidance, and only in summary or aggregate form; and (2) the prior approval of the Director, FMA Division, has been obtained. When IPHC no longer needs the Confidential Information it holds under this agreement, it must be returned to the Director of FMA or, if requested by the Director, FMA Division, destroyed.

All authorized users who will have access to Confidential Information under this agreement must sign and return a statement of nondisclosure provided by FMA prior to receipt of any Confidential Information.

## B. FMA

The Director of FMA shall provide to IPHC electronic data files containing Confidential Information as defined in Section I of this agreement.

## IV. SAFEGUARDS

IPHC agrees:

- A. To institute and maintain procedures and to use receptacles ensuring that documents with Confidential Information are secure, private, and publicly inaccessible.
- B. Use device encryption with Federal Information Processing Standard (FIPS) 140-3 validated cryptographic modules on laptop computers which contain observer information. Further information on FIPS can be found at:  
<https://csrc.nist.gov/pubs/fips/140-3/final>  
<https://csrc.nist.gov/projects/cryptographic-standards-and-guidelines>  
<http://csrc.nist.gov/groups/STM/cmvp/validation.html>
- C. When asked, IPHC will provide the FMA Division Director with an artifact as evidence of this encryption on any laptop containing Confidential Information as defined in Section I of this agreement.
- D. IPHC will not store Confidential Information on mobile storage devices including, but not limited to, USB drives, memory sticks, or cell phones. Confidential Information will be provided to IPHC through a NMFS controlled secure FTP site, or through controlled database access. Upon request, IPHC will provide the FMA Division Director with a description of the procedures and receptacles specified in IV.A of this section so that their effectiveness may be evaluated, and to modify procedures when requested by the FMA Division Director.
- E. Except as provided in Section III.A., if IPHC determines that a disclosure must occur to any third party, IPHC must consult with FMA to establish a protocol for disclosure by FMA to the third party. IPHC shall, upon request, demonstrate to the FMA Division Director that the means by which this information is used does not conflict with the confidentiality standards referenced in Section II of the Agreement.
- F. Prior to any disclosure of Confidential Information in a publication or presentation, IPHC will submit a draft of such publication or presentation using observer information to the FMA Division Director for review and approval to ensure confidentiality requirements are met.

- G. Upon completion of research, the results may be made available in a report and a publication.
- H. To notify FMA immediately of any instances where data may have been lost or stolen, and to follow any NOAA/NMFS/AFSC required reports needed to document the circumstances of the loss.

## V. REVIEW AND AMENDMENTS

This agreement can be amended or modified in writing by an authorized representative of each party.

## VI. OTHER PROVISIONS

- A. If a part of this agreement is inconsistent with applicable law and NMFS guidance, then that part is invalid. The remaining parts of the agreement will remain in effect.
- B. If the Director of FMA and IPHC cannot resolve disagreements on how the agreement is interpreted, or whether it should be amended, the issue(s) shall be reduced in writing by each party and presented to the Assistant Administrator of Fisheries for resolution.
- C. This Agreement can be executed electronically via PDF file copies and in counterparts, each of which will be deemed an original instrument, but all of which together will constitute one single agreement.

## VII. EFFECTIVE DATES

This agreement is effective when signed by both parties. The disclosure of Confidential Information by FMA or AFSC to IPHC shall continue for three years after the effective date of this agreement, unless extended by written agreement of the parties. All obligations regarding the use, confidentiality and nondisclosure of Confidential Information shall remain in effect after the expiration or termination of the agreement.

## VIII. AUTHORIZED DATA USERS

The authorized users who will have access to Confidential Information under this agreement are:

Name: Dr. Ian Stewart  
Position: Quantitative Scientist (Stock Assessment)  
Email: ian.stewart@iphc.int

Name: Dr. Ray Webster  
Position: Quantitative Scientist (Biometrician)  
Email: ray.webster@iphc.int

Name: Afshin Taheri  
Position: IPHC Information Technology Specialist (Application Developer)  
Email: afshin.taheri@iphc.int

Name: Robert Tynes  
Position: IPHC Technology Services (System Administrator)  
Email: robert.tynes@iphc.int

Name: Dr. Barbara (Basia) Hutniczak  
Position: Fisheries Regulations & Data Services Branch Manager  
Email: barbara.hutniczak@iphc.int

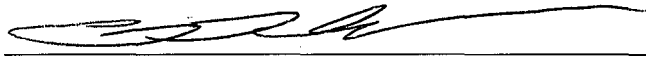
Name: Huyen Tran  
Position: Fisheries Data Coordinator  
Email: huyen.tran@iphc.int

Name: Kimberly Sawyer Van Vleck  
Position: Fisheries Data Specialist  
Email: kimberly.sawyer.vanvleck@iphc.int

Name: Kelsey Magrane  
Position: Fisheries Data Specialist  
Email: kelsey.magrane@iphc.int

Name: Tom Kong  
Position: Fisheries Data Specialist  
Email: tom.kong@iphc.int

IX. SIGNATURES



27/8/25

Signature for IPHC

Date

DAVID T. WILSON  
IPHC EXECUTIVE DIRECTOR

Printed Name and Title

\*\*\*\*\*

\_\_\_\_\_  
Signature of Director of FMA/AFSC

\_\_\_\_\_  
Date

Jason Jannot, Acting Deputy Director, FMA/AFSC