

AGREEMENT OF ACCESS TO CONFIDENTIAL FISHERIES DATA

I. PURPOSE

A. 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 the International Pacific Halibut Commission (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 gear, location, date and time, lengths and specimens and species composition information.
2. FMA may provide a sub-set of the data identified above if the sub-set meets the needs of the IPHC request.

II. AUTHORITY AND REFERENCES

A. The FMA is furnishing this Confidential Information to the IPHC under provisions of the Magnuson-Stevens Fisheries Conservation and Management Act (MSA) at 16 U.S.C. 1881a. and the Northern Pacific Halibut Act of 1982 at 16 U.S.C. 773 et seq.

B. This document incorporates, and IPHC must comply with, all applicable laws and guidance from NMFS concerning the use, handling, and disclosure of Confidential Information. FMA shall promptly provide the IPHC with copies of all applicable guidance as it becomes available.

III. RESPONSIBILITIES OF THE PARTIES

A. IPHC

1. Unless otherwise specified in this agreement, IPHC must keep confidential and cannot disclose any Confidential Information except when:

- a) *disclosure is consistent with applicable NMFS guidance, and only in summary or aggregate form; and*
- b) *the prior approval of the FMA Division Director has been obtained.*

2. When IPHC no longer needs the Confidential Information it holds under this agreement, it must be returned to the FMA Division Director or, if requested by the FMA Division Director, destroyed.

3. All authorized users who will have access to Confidential Information under this agreement must be identified in Section VIII and must sign and return a statement of nondisclosure provided by the FMA Division Director prior to receipt of any Confidential Information.

B. FMA

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

IV. SAFEGUARDS

A. IPHC agrees:

1. To institute and maintain procedures and to use receptacles ensuring that documents with Confidential Information are secure, private, and publicly inaccessible.
2. Use device encryption with Federal Information Processing Standard (FIPS) 140-2 validated cryptographic modules on laptop computers which contain observer information. Further information on FIPS can be found at:
<https://csrc.nist.gov/publications/detail/fips/140/2/final>
<https://csrc.nist.gov/projects/cryptographic-standards-and-guidelines>
<http://csrc.nist.gov/groups/STM/cmvp/validation.html>
3. 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.
4. 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 paragraph 1 of this section so that their effectiveness may be evaluated, and to modify procedures when requested by the FMA Division Director.
5. 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.
6. 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.
7. Upon completion of research, the results may be made available in a report and a publication.
8. 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

A. 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

A. 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

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

Name: Dr. Ian Steward
Position: Quantitative Scientist
Email: ian.stewart@iphc.int

Name: Dr. Ray Webster
Position: Biometrician
Email: ray.webster@iphc.int

Name: Tom Kong
Position: Fisheries Data Specialist
Email: tom.kong@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: Lauri Sadorus
Position: Research Biologist
Email: lauri.sadorus@iphc.int

Name: Barbara (Basia) Hutniczak, Ph.D.
Position: Fisheries Policy Branch Manager
Email: barbara.hutniczak@iphc.int

Name: Huyen Tran
Position: Data Service Coordinator
Email: Huyen.Tran@iphc.int

Name:
Position:
Email:

Name:
Position:
Email:

Name:
Position:
Email:
Name:
Position:
Email:

Name:
Position:
Email:

IX. SIGNATURES

 June 20, 2023

Signature for IPHC

Date

Dr. David T. Wilson, Executive Director

Printed Name and Title

Signature of Director of FMA/AFSC

Date

Jennifer Ferdinand, Director, FMA/AFSC

Printed Name and Title