



DEPARTMENT OF FISH AND WILDLIFE
Director's Office
P.O. Box 944209
Sacramento, CA 94244-2090
www.wildlife.ca.gov



**DATA SHARING AGREEMENT
BETWEEN THE
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE (CDFW)
AND THE
INTERNATIONAL PACIFIC HALIBUT COMMISSION (IPHC)
CONCERNING THE RELEASE AND USE OF CONFIDENTIAL FISHERIES
INFORMATION**

The International Pacific Halibut Commission, hereinafter called "the IPHC", and the California Department of Fish and Wildlife, hereinafter called "CDFW";

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 California Department of Fish and Wildlife's (CDFW) mission is to manage California's diverse fish, wildlife, and plant resources, and the habitats upon which they depend, for their ecological values and for their use and enjoyment by the public.

WHEREAS, Fish and Game Code Section 703.5 (a) states that CDFW seeks to create, foster, and actively participate in effective partnerships and collaborations with other agencies and stakeholders to achieve shared goals and to better integrate fish and wildlife resource conservation and management with the natural resource management responsibilities of other agencies.

Conserving California's Wildlife Since 1870

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WHEREAS, CDFW is willing to disclose confidential information to IPHC, and IPHC is willing to receive the information on the terms and conditions described herein.

NOW, THEREFORE, CDFW and the IPHC, hereinafter call "the Parties", hereby agree that their interactions shall be guided by provisions of this Data Sharing Agreement (Agreement).

1.0 Purpose

This Agreement is entered into by and between CDFW and the IPHC to establish the content, use, and protection of data needed by the IPHC for the purpose of tracking all Pacific halibut removals from within Convention waters and developing an annual Pacific halibut stock assessment. Additional details regarding this work are provided in Attachment A.

2.0 Period of Agreement

The Agreement shall be in effect from the date of last signature and shall extend for a period of two years or until the MOU is no longer in effect, whichever is soonest. This Agreement may be extended by consent and signature of both parties and may be terminated in writing by either party.

3.0 Definitions

Parties means CDFW and IPHC.

CDFW includes its officers, employees, agents and any other representatives.

IPHC includes any individuals who are working on the research described in Attachment A, including individuals employed or contracted by, or studying at, IPHC. IPHC's authorized recipient for the Information is Barbara Hutniczak (Barbara.Hutniczak@iphc.int).

Information includes collectively any receipts, reports, or other records filed with CDFW pursuant to California Fish and Game Code §7700 - §8070, and the information contained in them, which is furnished by CDFW to the IPHC pursuant to this Agreement.

4.0 Intended Use of Data

IPHC agrees to use the Information from CDFW's Marine Landings Database System (MLDS) for the strict purpose as described in section 1.0.

4.1 Description of Data:

CDFW shall provide landings data as described in Attachment B. CDFW reserves the right to edit, add, delete or change any data field

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contained in the Attachment B as CDFW considers necessary to the functions of CDFW or as applicable to comply with federal and state laws without notice to the IPHC.

If the Information is used for any other purpose other than authorized under this Agreement, further access to any CDFW confidential data may be denied, and this Agreement may be terminated immediately.

5.0 Data Transfer

All data that are transferred through internal and external networks shall adhere to National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 System and Communications Protection (SC) 8, *Transmission Confidentiality and Integrity*. All data that are transferred by means other than internal and external networks shall adhere to NIST SP 800-53, Media and Protections 5, *Media Transport*.

6.0 Constraints on Use of Data

CDFW is the exclusive owner of the Information subject to this Agreement. The IPHC will in all respects treat it as the proprietary information of CDFW in accordance with all procedures reasonably necessary to protect CDFW's proprietary rights therein, consistent with the legal authorities available to IPHC. IPHC will maintain the confidentiality of the information consistent with legal authorities available to IPHC, including but not limited to the applicable California state laws. In the event that IPHC receives a formal request for the Information pursuant to the California Public Records Act (PRA) (Government Code sections 7920-7931 or any other applicable law, IPHC will notify CDFW at least 10 days prior to responding to the request. Pursuant to Fish and Game Code Section 8022 and Government Code sections 7927.705, 7930.005, and 7930.125, this Information is not a public record under the PRA and is exempt from disclosure.

6.1 IPHC shall only use the Information for the purposes identified in section 1.0.

6.2 The IPHC shall restrict disclosure of the Information solely to those individuals working for IPHC who have a need to know such information in order to accomplish the identified purposes.

6.3 The IPHC shall advise such individuals, before they receive access to the Information, of the IPHC's obligations under this Agreement. The IPHC shall take steps to ensure that all such individuals shall comply with the provisions of this Agreement, including requiring: all agents (contractors) to sign a non-disclosure agreement consistent with the provisions of this Agreement; and all employees working on the

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research to sign a statement affirming that they have read this Agreement and will maintain its obligations.

6.4 Any information published or otherwise shared, outside of those receiving the information pursuant to sections 3 or 6.3 above, will only be as summaries, so as not to disclose the individual record or business of any person, and before publishing, the IPHC shall provide these summaries to CDFW for its review. CDFW will review summaries in consideration of the "Rule-of-Three" thresholds to ensure confidentiality is maintained consistent with Fish and Game Code Section 8022. All records summarized for public disclosure must be the aggregate of at least three data points in each given category that identifies an individual or business, for example three individual persons with commercial fishing licenses, three individual fishing vessels, or three individual fish businesses.

6.5 The IPHC shall submit any written product of any results based on this information to CDFW prior to publication. Publication of any results based upon this Information is subject to CDFW approval and will include proper attribution to CDFW if published.

6.6 The following disclaimer will be included in the data attribution:
CDFW collects data from various sources for fisheries management purposes, and data may be modified at any time to improve accuracy and as new data are acquired. CDFW may provide data upon request under a formal agreement. Data are provided as-is and in good faith, but CDFW does not endorse any particular analytical methods, interpretations, or conclusions based upon the data it provides. Unless otherwise stated, use of CDFW's data does not constitute CDFW's professional advice or formal recommendation of any given analysis. CDFW recommends users consult with CDFW prior to data use regarding known limitations of certain data sets.

6.7 Data received under this Agreement, backups of these data, and all related materials that contain any portion of these confidential data will be removed from computer equipment after it has been used for its stated purposes.

7.0 Data Security

To protect CDFW data from unauthorized physical and electronic access and to ensure the confidentiality, availability and integrity of all data shared, IPHC shall meet or exceed industry best practices for physical security, data security, network security, and access controls, both technically and procedurally, including compliance with Federal Information Processing

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Standards (FIPS) Publication 200, *Minimum Security Requirements for Federal Information and Information Systems*, and National Institute of Standards and Technology (NIST) Special Publication 800-53, *Security and Privacy Controls for Federal Information Systems and Organizations*.

IPHC will apply security patches and upgrades, and keep anti-virus software up-to-date on all systems on which data may be used.

In the event that CDFW data are improperly accessed or breached, the IPHC shall take measures to prevent further access to CDFW data or further breach incidents. In addition, the IPHC will notify CDFW within 24 hours of discovering any unauthorized access. CDFW shall have the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation, and the IPHC shall cooperate fully in such investigations. Despite any preventive measures taken by the IPHC, CDFW retains the right to terminate this Agreement consistent with section 10.0 of this Agreement.

The IPHC shall be responsible for all costs incurred by CDFW due to security incident resulting from the IPHC's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of data. If CDFW determines that notice to the individuals whose data has been lost or breached is appropriate, the IPHC will bear any and all costs associated with the notice or any mitigation selected by CDFW. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.

8.0 Compliance with Applicable Laws and Regulations

The validity, construction, and performance of this Agreement are governed by the laws of the State of California.

The IPHC shall comply with all applicable state and federal laws and regulations protecting the Information that is provided pursuant to this Agreement including the privacy of personal information. IPHC agrees to be bound by California law for any activities related to the scope of this agreement.

9.0 Amendments and Alterations to this Agreement

This Agreement constitutes the entire agreement between CDFW and IPHC for the purpose described in Attachment A, and no other statements or representations, written or oral, shall be deemed to exist or to bind the parties for the stated purpose. CDFW and IPHC may amend this Agreement at any

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time, provided that the amendment is with the consent of both parties, in writing, and signed by authorized persons.

10.0 Termination of the Agreement

This Agreement may be terminated at any time, for cause, by CDFW; may be terminated for any reason by either party with a 30-day written notice; and in any case terminates as described in section 2.0, unless extended pursuant to section 2.0 or section 9.0.

In the event this Agreement is terminated, IPHC shall return to CDFW all the Information covered by this Agreement as well as any backups and all related materials that contain any portion of the Information. Once the Information and related materials are transferred to CDFW, IPHC shall sanitize the data in accordance with NIST SP 800-53 MP-6, *Media Sanitation*. CDFW may request independent confirmation of data sanitation.

IPHC's obligations of confidentiality and restrictions on use of the Information pursuant to this Agreement shall continue in full force and effect, and shall survive termination of this Agreement.

11.0 Dispute Resolution

Except as otherwise provided in this Agreement, should a bona fide dispute arise between CDFW and IPHC regarding subjects of this Agreement, it is the expectation of both IPHC and CDFW that the parties shall meet and resolve the issue through discussion and negotiation. If the Parties are unable to resolve the dispute through good faith discussions, the Parties reserve the right to seek legal remedies as appropriate.

12.0 Miscellaneous Provisions

12.1 It is expressly understood that the confidentiality of the Information is statutory in nature and cannot be waived by any act or omission of CDFW.

12.2 This Agreement constitutes the entire understanding between CDFW and IPHC with respect to the subject and purpose described in section 1.0 and supersedes any prior or contemporaneous understandings or agreements, whether oral or written.

13.0 Legal status

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 .

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14.0 Hold harmless clause

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.

15.0 Notices

Any notices made in connection with this Agreement shall be in writing and sent certified mail to the following individuals and addresses:

For CDFW:

Dr. Craig Shuman, Regional Manager
California Department of Fish and
Wildlife
Marine Region
1933 Cliff Drive, Suite 9
Santa Barbara, CA 93109
Telephone: (916) 217-2370
E-mail: Craig.Shuman@wildlife.ca.gov

For IPHC:

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

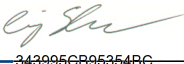
14.0 Independent Capacity

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

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SIGNATURE PAGE

This Agreement may be executed through original signature or digital signature. Execution in original signature may be provided in counterparts, with each Party signing a copy of this Signature Page, each of which is an original and all of which taken together form one completely executed document. Original signature that are transmitted via facsimile or email (e.g. PDF or similar file types) are valid. Digital signature is the preferred signature format. Any digital signature will be completed through a CDFW-initiated DocuSign process, with all signatures completed within a single envelope. In signing, the signatories attest they are each duly authorized to execute this agreement.

DocuSigned by:


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DATE: 6/16/2023

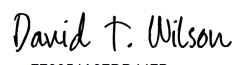
Dr. Craig Shuman, Marine Regional Manager
California Department of Fish and Wildlife
1933 Cliff Drive, Suite 9
Santa Barbara, CA 93109

DocuSigned by:


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DATE: 6/16/2023

Stephen Adams, Chief Information Officer
Data and Technology Division
California Department of Fish and Wildlife
P.O. Box 944209
Sacramento, CA 94244-2090

DocuSigned by:


778054A37DD447B...

DATE: 6/16/2023

Dr. David T. Wilson, Executive Director
International Pacific Halibut Commission
2320 W Commodore Way, Suite 300
Seattle, WA 98199

International Pacific Halibut Commission

Read and Understood:

DocuSigned by:
Ian J. Stewart
FE09BB36919D423...
DATE: 6/15/2023
Dr. Ian Stewart, Quantitative Scientist

DocuSigned by:
Barbara Hutniczak
BE58FAB444064E3...
DATE: 6/15/2023
Dr. Barbara Hutniczak, Fisheries Data Services Branch Manager

DocuSigned by:
Huyen Tran
F7688299D12243F...
DATE: 6/16/2023
Huyen Tran, Fisheries Data Coordinator

DocuSigned by:
Thomas Kong
B690934A687046B...
DATE: 6/15/2023
Thomas Kong, Fisheries Data Specialist

DocuSigned by:
Kimberly Sawyer Van Vleck
2BEA36D832BC47E...
DATE: 6/16/2023
Kimberly Sawyer Van Vleck, Fisheries Data Specialist

DocuSigned by:
Kelsey Magrane
3F77D25076D1475...
DATE: 6/16/2023
Kelsey Magrane, Fisheries Data Specialist

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Attachment A

The International Pacific Halibut Commission (IPHC), an international treaty organization formed between the governments of the United States of America and Canada, is charged with the management of the Pacific halibut fishery in the northeast Pacific Ocean and Bering Sea and, as such, tracks all removals from within convention waters. These data feed into the annual stock assessment and are published in annual removals reports available at www.iphc.int. The IPHC's confidentiality policy restricts reporting to summary units of 3 or more entities.

The permissible commercial fisheries in IPHC Regulatory Area 2A (California, Oregon, and Washington) include a Treaty Indian commercial fishery (WA); a non-Treaty directed commercial fishery south of Point Chehalis, WA; incidental retention during the sablefish fishery north of Point Chehalis, WA; and incidental retention during salmon troll fishery. Out-of-state landings may also be possible. Though unlikely in California, it is not unknown for Alaskan trips to come down to the Lower 48 to sell.

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Attachment B

**COMMERCIAL FISHING DATA
FILE LAYOUT
CDFW & IPHC**

General Description	Commercial landing receipt data from Pacific halibut and unspecified halibut species, for years 2013 – 2024 from the Marine Landings Data System (MLDS).
1. Observation Requested	MLDS records from 2013 - 2024
2. Delivery Timeline Request	As soon as possible
Process:	Various
File Name:	To be determined
Format:	To be determined
Data Field Provided	<p>MLDS records</p> <p>LandingReceiptNum LandingDate FisherID FisherName FisherAbv VesselID FGVesselName VesselAbv StatePermitNumber GFPPermitNum PortID PortName CDFWBlockID BlockName BusinessID FishBusinessName BusinessAbv PlantID PrimaryGearID PrimaryGearName SpeciesID SpeciesName Quantity Pounds UnitPrice TotalPrice GearID GearName DepthName GradeName FishConditionID</p>

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	FishConditionName UseID UseName VersionNumber OriginalSubmitDate ModifiedDate EntryDate
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Per Federal Information Processing Standards Publication 199, these data have the FIPS Classification = {(confidentiality, moderate), (integrity, moderate), (availability, low)}.