



P.O. Box 10, 368 Hamilton Ave., St. John's, NL A1C 5H5
Phone: 709-576-7276 or Science Fax: 709-576-1521

2024 Collaborative Post Season (CPS) Snow Crab Survey Agreement

HARVESTER AGREEMENT dated this _____ day of _____, 2024.

BETWEEN: Fish Food & Allied Workers – UNIFOR (“FFAW-UNIFOR”)

AND: _____
Enterprise Owner - Please Print

FIN# _____ **Enterprise#** _____

Terms and Conditions

2024 SCIENTIFIC REQUIREMENTS

The above-named enterprise owner’s participation in the 2024 Collaborative Post Season (CPS) Snow Crab Survey will be dependant on strict adherence to and fulfillment of the following terms and conditions:

1. The enterprise owner will provide commercial fishery crab pots with 5.5-mesh fitted with one skiver and all ropes, weights, and buoys necessary to accurately place at the set locations (reference stations) attached hereto. Gear mesh size and bait requirements will be strictly adhered to.
2. Each fleet of pots will be configured so that pots are 25 fathoms apart and a 20-pound weight will be tied to each haul up rope, 15 fathoms from the first pot.
3. If small mesh pots are required, they will be provided (to be delivered by a FFAW technician). The specific locations (reference Survey Stations – Station Number, Latitude/Longitude, Survey Area) where they will be required to be set will also be provided.
4. Each pot will be baited with 3 pounds of squid on one skiver.
5. Squid bait will be of top quality.
6. Gear will be set at the specific locations (reference Survey Stations - Station Number, Latitude/Longitude, Survey Area) provided by FFAW-UNIFOR/DFO Science. Those locations are listed in the attached list and are known as _____ (a code assigned for the CPS Snow Crab Survey administrative purposes).
7. **NEW TO 2024:** Late dropouts from the CPS survey have contributed to incomplete surveys and CPS data not being used in the stock assessment. As a result, there are now consequences for late dropouts. Late dropouts are defined as harvesters who accept the survey but then decline it after August 15, 2024, or two weeks after their survey license has been issued, whichever is later. Late

Initials Required _____

dropouts will be placed in Pool 10 the following year. Late dropout consequences can be appealed based on health or safety issues.

8. **OBSERVER AGREEMENTS MUST BE MADE BEFORE SETTING THE GEAR (AS INDICATED ON THE LICENSE CONDITIONS) TO ENSURE AN OBSERVER IS AVAILABLE WHEN HAULING.**
9. Gear must be hauled with an observer from Seawatch or FFAW technician onboard the vessel.
10. The onboard observer/technician will be solely responsible for all counting, sampling and data recording activities; however, vessel crew will assist as required and/or needed.
11. Enough workspace will be provided to the onboard observer/technician that will allow him/her to fulfill all the sampling and data recording requirements specified by DFO Science.
12. The vessel meets all the navigation and safety equipment requirements established for commercial fishing industry vessels by DFO, Canadian Coast Guard, Transport Canada and/or the RCMP.
13. The enterprise owner, captain and crew must be registered with the *Professional Fish Harvesters Certification Board* and FFAW. All enterprise owners and participating crewmembers must be members in good standing with the Project Sponsor (FFAW).
14. The captain and crew must meet all licensing and safety requirements established for the commercial fishing industry by the Professional Fish Harvester Certification Board, DFO, Canadian Coast Guard, Transport Canada and/or the RCMP.
15. The captain and crew must be covered by Worker's Compensation and to ensure that is the case, the attached *CPS Snow Crab Survey Crew List* must be fully completed and attached to this agreement.
16. The vessel used to conduct this survey is registered to the above-named enterprise owner *or* is registered to the person with whom the above-named enterprise owner is in a buddy up arrangement with for the 2024 commercial crab fishery *if* that arrangement satisfies the survey eligibility requirements.

It carries the CFV NUMBER _____ LENGTH _____

17. The vessel is equipped with a functional global positioning system and sounder equipment and all other equipment needed to fish commercially for crab.
18. The enterprise owner will provide squid bait, fuel, food and crew for conducting the survey. Where overnight trips are necessary, food and sleeping space for the onboard observer/technician will be provided.
19. There will be no commercial activity for any species conducted while the vessel is on a trip (a trip being defined as the duration of time between the vessel's departure and arrival to port) in which industry snow crab activity takes place.
20. Gear will only be set after the enterprise owner is in possession of a ***special experimental license***, issued by DFO Science licensing, and FFAW-UNIFOR authorizes the enterprise owner to begin.

SNOW CRAB ALLOCATION AND FEES (Please read ALL sections)

- 21. No experimental license will be issued until the enterprise owner signs this agreement and pays the implementation fee of _____. Cheques, money orders etc., will be made payable to the *CPS Snow Crab Survey*. **This fee is non-refundable.**
- 22. The enterprise owner, captain and crew must be members in good standing with FFAW-UNIFOR and any dues and/or arrears must be paid at the time the contract is signed. Upon acceptance, it is the enterprise owner’s responsibility to ensure all inshore arrears are paid.
- 23. Compensation for participating in the 2024 survey is based on an allocation of snow crab that will be available for the 2025 commercial fishing season.

There will be no transfer of allocation to any other year. The amount of snow crab that will be allocated for the coordinates specified in this agreement will be as follows:

A.

CMA Survey Area/Blocks:		Number of Blocks to Complete:	
23 A) If all of the specified stations _____ are completed as per survey protocol (as determined by DFO Science) the allocation will be a total of:			
Block 1:	pounds	or	(lbs. per completed station)
Block 2:	pounds	or	(lbs. per completed station)

NEW TO 2024 SURVEY: An additional 10% of allocation per station was allotted to stations that are far from other stations within a block. For example, if all stations within a block are allocated 500lbs/station but one isolated station is more than 45 km from any other station in that block then the isolated station would be allocated 550 lbs.

AS PER DFO REGULATION, THE SNOW CRAB SURVEY ALLOCATION WILL BE PRO-RATED ACROSS YOUR FISHING LICENSE AREAS.

- B. If all stations are **not** completed as per survey protocol the allocation will be calculated by multiplying _____ (the pounds per completed station specified in 23 A), by the actual number of sets completed as determined by DFO Science.
- C. **2025 FEES (ALLOCATION & STABILIZATION):** Fish harvesters must pay allocation and stabilization fees prior to the snow crab survey allocations being assigned and prior to obtaining your 2025 snow crab license conditions for the 2025 commercial fishing season.

The allocation fee will be \$0.12 (cents) per pound of snow crab allocation. This fee covers the cost of worker’s compensation premiums, and administration costs etc. in 2025.

The stabilization fee will be \$0.04 (cents) per pound of snow crab allocation. The stabilization fee is for the stabilization fund for the survey. The stabilization fee has been reduced from previous years.

2025 Fee payment is as follows:

Allocation Fee		
Total Pounds	X 0.12 per lb	= \$
Stabilization Fee		
Total Pounds	X 0.04 per lb	= \$
Total 2024 Fees (0.16 per lb)		=

THE ALLOCATION/STABILIZATION FEE PAYMENT DEADLINE WILL BE **MARCH 17TH, 2025.**

Fish harvesters will also be responsible for the **DFO License fee** associated with the snow crab survey allocation.

D. Snow crab survey quota allocation will be issued for **only** the 2025 commercial fishing season.

- Snow crab survey allocations remaining after the 2025 commercial fishery will NOT be transferred to the following year.
- Under no circumstances will snow crab survey allocations be transferred from one enterprise to another. Only the enterprise owner that was selected during the draw process, whose signature is on the 2024 agreement and who successfully completed the 2024 snow crab survey will be eligible for the allocation of snow crab in 2025. The only exception will be if the license is sold.
- Snow crab prices for 2025 are unknown at the time of the survey thus harvesters assume the risks associated with same.

VESSEL REQUIREMENTS

24. A vessel must be thirty-four (34) feet to be eligible to participate.

FISHING GEAR

25. The enterprise owner will assume full responsibility for any/all lost gear. There will be no compensation and/or replacement of gear lost during the enterprise owners’ participation in this survey. The project sponsor (FFAW or Government of Canada) will not be responsible for any gear lost. All lost gear must be reported to DFO.

GEAR MARKINGS

26. Pursuant to updated conditions of licenses, harvesters must comply with the mandatory gear marking requirements.

OBSERVER AND ACCOMMODATIONS

27.

- **Where applicable:** Where overnight trips are required, on-board the vessel there must be sufficient fuel, water, food and other supplies needed to satisfy the needs of the vessel, crew, and any other persons onboard for the duration of the trip undertaken as part of the project.
- **Where applicable:** All living quarters/cabins on the vessel are clean, well-ventilated and there **is no mold.**

- **Where applicable:** Technicians/observers will be provided with a safe and clean sleeping area, cabin/room.
- Technicians/observers will be provided with safe work/sampling area with adequate lighting.
- Vessel must be seaworthy with adequate stability for the project work being conducted.

WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT

28. As an enterprise owner, I hereby confirm, covenant, and agree that:

- a. The Project Sponsor (FFAW-UNIFOR) and Contractor (Government of Canada) do not, and will not, provide liability insurance coverage for survey participants, their crew, their vessel, their gear and/or equipment, and 3rd parties on the vessel.
- b. I undertake to indemnify and hold harmless the Project Sponsor (FFAW-UNIFOR) and Contractor (Government of Canada), their agents, employees, successors and assigns from and against any and all liabilities, losses, damages, claims, suits and expenses, including legal expenses, of any nature and kind, whether in law or equity, arising out of my participation in the mobile survey however caused. This indemnification shall be binding on my estate, my assigns, or successors.
- c. In consideration of the foregoing, with respect to any and all loss(es) whatsoever including, but not limited to, injury and/or death, and/or damages to myself, my crew, my vessel, my gear and/or equipment that may occur as a result of my participation in the 2024 Post Season Snow Crab Survey, I undertake to indemnify and hold harmless the Project Sponsor (FFAW-UNIFOR) and Contractor (Government of Canada), their agents, employees, assigns or successors and from and against any and all liabilities, losses, damages, claims, suits and expenses, including legal expenses, of any nature and kind, whether in law or equity, arising out of my participation in the mobile survey however caused. This indemnification shall be binding on my estate, my assigns, or successors.
- d. In consideration of the foregoing, with respect to any and all 3rd party claims, including, but not limited to, individuals who are not on my Crew List as provided to the Project Sponsor (FFAW-UNIFOR) and the Contractor (Government of Canada), I undertake to indemnify and hold harmless the Project Sponsor (FFAW-UNIFOR) and Contractor (Government of Canada), their agents, employees, assigns and successors from any and all 3rd party liabilities, loss or losses whatsoever including, but not limited to, injury and/or death, and/or damages, claims, suits and expenses, including legal expenses, of any nature and kind, whether in law or equity, arising out of my participation in the mobile survey however caused. This indemnification shall be binding on my estate, my assigns, or successors.

Signature of Enterprise Owner

Date

ADDITIONAL REQUIRMENTS

29. As an enterprise owner chartered to participate in any FFAW science projects you are a representative of FFAW.
30. As an FFAW representative, you are expected to:
- a. Understand that all data and information acquired in the performance of the survey/fishery activity/charter is the property of the Project Sponsor (FFAW) and as such, shall not be disclosed to any other person or entity, either directly or indirectly.
 - b. Refrain from making public, including through online sites such as Facebook, any derogatory or disparaging statements, allegations, negative reports and/or comments which are harmful or damaging to the integrity, reputation, or goodwill of FFAW-UNIFOR, its employees, directors, members, or affiliates and associated corporations.
31. Any harvester in violation of *sections 34(a) and (b)* may be disqualified from participation in future FFAW-UNIFOR science projects.

EXPERIMENTAL LICENSE

32. This agreement, and the subsequent participation of an enterprise owner in the 2024 survey is dependent on a survey experimental license being issued to the above-mentioned enterprise owner by DFO Science. If for any reason a license is not issued or is issued and subsequently cancelled, this agreement is terminated. Termination of this agreement would also result in cancellation of the survey license issued by DFO.
33. It is the enterprise owner's responsibility to review conditions of license for the Post Season Snow Crab Survey program to ensure all conditions are followed.
34. Failure to follow all the requirements of this agreement may cause the above-named enterprise owner to become ineligible to participate in future science work sponsored by DFO and /or FFAW-UNIFOR.
35. Should this agreement be terminated (by the enterprise owner or DFO or the FFAW-UNIFOR) prior to all the specified survey sets being completed, the enterprise owner will be compensated for the number of completed sets as per the procedure explained in "23a, b" above.
36. By signing below, the above enterprise owner, acknowledges that he/she has been afforded an opportunity to fully consider the terms hereof with respect to this Agreement; that he/she fully understands the contents hereof; that he/she is competent and has the authority to execute this Agreement; and that he/she is executing this Agreement freely, voluntarily and without duress.
37. By signing this Agreement, you are certifying that you are in compliance with S.19(3) of the *Atlantic Fishery Regulations, 1985* as amended on April 1, 2023.

38. By signing below, the above enterprise owner, acknowledges that he/she has reviewed and received all stations with their corresponding coordinates. FFAW-Unifor recommends that the stations with their corresponding coordinates be put into your GPS device onboard your vessel for proper understanding of the depth and distance between stations before signing this agreement.
39. The participant (the undersigned enterprise owner) without penalty, without advanced notice and in writing may terminate this agreement at any time. This Agreement may be executed by mail or by scan and email, and the Parties shall recognize such execution as the valid.

Signed at _____ this _____ day of _____ 2024.
(day) (month)

(Enterprise Owner) (Witness)

PLEASE NOTE – ALL pages of this agreement must be initialed by the enterprise owner and where indicated; enterprise owner must sign. Additionally, the list of coordinates specified in item #6 must be initialed. All pages in this agreement, crew list, summary of fishing protocol, coordinates, resource allocation section and fee payment form **MUST** be returned by email, Fax or mail to the FFAW-UNIFOR at

crabsurvey@ffaw.ca
 FFAW-Unifor
 PO BOX 10 Stn C
 St. John's, NL
 A1C-5H5
 Fax: 709-576-1521



2024 IMPLEMENTATION FEE PAYMENT

NAME: _____ **FIN #** _____

ENTERPRISE# _____

PLEASE PROVIDE COMPLETE MAILING ADDRESS

Street Address: _____

P. O Box: _____

City/Town _____

Postal Code _____

Contact # (Cell or Phone) _____

FEE PAYMENT *(Please complete the following):*

Fee Amount: \$ _____

Cheque or Money Order: _____

Credit Card Type (i.e., Visa, MasterCard, etc.): _____

Exact, full name on credit card: _____

Credit Card Number: _____

Expiry Date: _____ CVD: _____

DISCLAIMER

I am aware the above fee is non-refundable, and my cancellation of the contract or failure to complete the survey as outlined in the contract will result in the forfeiting of the Fee.

Enterprise Owner

Date: _____

2024 POST SEASON SNOW CRAB SURVEY

SUMMARY OF FISHING PROTOCOL

- Each block will be assigned a set of stations (coordinates) which the appropriate fleet **MUST** be set on (*see attached snow crab survey stations*). Each block may involve completing a different number of stations; “inshore” boats will be assigned 1 block with approximately 5 to 12 stations, “offshore” boats will be assigned 2 blocks with approximately 18 to 22 stations.
- Fleets will consist of **6 commercial traps for inshore surveys**, and **10 pots per fleet for offshore**.
- All commercial traps will be 5 ½ inch mesh size.
- Traps will be spaced 25 fathoms apart on a fleet.
- Each trap must be baited with 3 pounds of fresh / frozen squid on one skiver.
- A twenty-pound weight (not an empty crab pot) will be affixed to each haul-up rope, 15 fathoms from the end pot (harvesters may use one haul-up rope if they choose).
- **IMPORTANT: The soak time for each fleet will be a minimum of 12 hours**
- **All crabs (and other by-catch) caught are to be released – there will be no landings.**
- A trained observer (FFAW or Seawatch) will be onboard to conduct all the sampling. The crew on the charter **must assist the observer with sampling**.
- **HARVESTER IS RESPONSIBLE FOR ARRANGING SEAWATCH OBSERVER (CONTACT: 753-3880). This MUST be arranged before leaving to set pots, this ensures there is no delay, and an observer (Seawatch or FFAW) is available/present when hauling gear.**
- The implementation fee of \$_____ (*reference number 21 in Agreement*) is to be paid before experimental licenses are issued. License holders must accept or decline within **72 HOURS** of notification of a successful application. If accepting the survey, license holders must pay the implementations fee within the 72 h period following notification.
- **SURVEY START DATE WILL BE LATE AUGUST 2024 (PENDING PROJECT APPROVAL), HOWEVER, THE DATE WILL BE DETERMINED WHEN DFO ISSUES THE EXPERIMENTAL LICENSE, AND YOU HAVE RECEIVED AN EXPERIMENTAL LICENSE/PACKAGE RECEIVED FROM DFO SCIENCE.**

CONTACTS: Science Coordinator: Jane Tucker (FFAW St. John’s 709-576-7276 or cell: 709-853-5924)
FFAW Corner Brook Office (Myra Swyers 634-0277, cell: 709-638-2949)

As indication you have reviewed the above protocols please initialize: _____

SAMPLING 2024

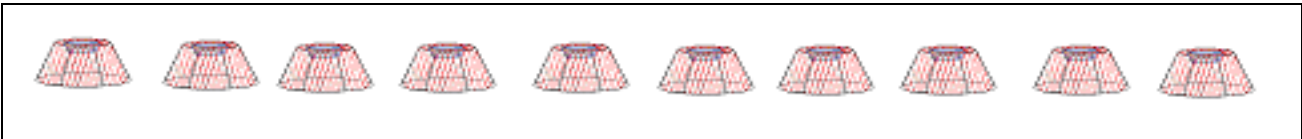
All stations will be designated as fixed **small-meshed trap stations**, and a single small-meshed trap will be included within the usual fleet on these stations, resulting in fleets of 11 traps offshore and 7 traps inshore. The small-meshed trap will be located at trap # 4 in both offshore and inshore fleets.

FFAW technicians will drop off the small mesh pots to any fishers required to use them at selected stations.

Sampling Personnel are responsible for sending in all completed log sheets, and trip reports to their respective employers.

Gear Configuration: The illustrations below show how the crab pots are configured for each station both offshore and inshore. Note that the small mesh pot (in green) is inserted in the string as pot number 4.

Offshore survey fleet. Note that there are 10 commercial pots per fleet



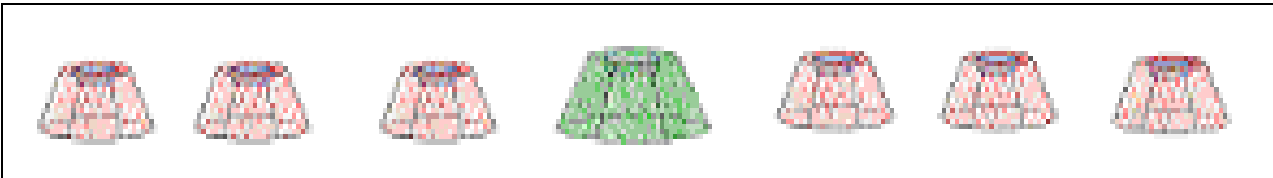
Offshore survey fleet with small mesh pot included as pot number 4. Note that there are now 11 crab pots per fleet



Inshore survey fleet. Note that there are 6 commercial pots per fleet



Inshore Survey fleet with small mesh pot included as pot number 4. Note that there are now 7 crab pots per fleet





2024 CPS Snow Crab Survey Crew List

Vessel Name: _____ CFV: _____
Enterprise Owner: _____ SIN: _____

For liability purposes **ALL PARTICIPANTS MUST** be covered by workers compensation. In order to be covered, participants have to be listed on this form and must receive some wage or share. Therefore, you are required to list all crew members (including enterprise owner) who will be onboard your vessel.

ALL CREW MEMBERS (INCLUDING ENTERPRISE OWNER/CAPTAIN):

_____ SIN: _____ Weekly \$ or % _____
(phone: _____)

_____ SIN: _____ Weekly \$ or % _____
(phone: _____)

_____ SIN: _____ Weekly \$ or % _____
(phone: _____)

_____ SIN: _____ Weekly \$ or % _____
(phone: _____)

_____ SIN: _____ Weekly \$ or % _____
(phone: _____)

IMPORTANT

While the above vessel is under charter to the FFAW-Unifor, it is the responsibility of the enterprise owner to provide the Project Sponsor (FFAW-Unifor) with a complete list of all individuals who will be participating in this activity. A complete list will include names, social insurance numbers, and total weekly share (%) or wage for all participants. Other person(s) not listed **will not** be covered by Worker’s Compensation, and the enterprise owner will take sole responsibility for any claim resulting from injury or loss of life. The enterprise owner absolves the Project Sponsor (FFAW) of and The Contractor (The Government of Canada) any/all responsibility for non-project personnel on board.

(Signature of enterprise owner)

(Date)