Second Amendment to Data Sharing Agreement

Between

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

and

NOAA FISHERIES

Ratified on February 7, 2023

The Data Sharing Agreement (DSA) dated February 7, 2023 between California Department of Fish and Wildlife (CDFW) and the Northwest and Southwest Fisheries Science Centers (NOAA Fisheries), establishes access to CDFW data where NOAA Fisheries agrees to the content, use, and protection of data needed by NOAA Fisheries for the purpose of supporting fisheries stock assessments.

Since ratification of the original agreement, additional years of information have been identified as required for the purpose of conducting the original project.

This amendment establishes the following changes to the original Data Sharing Agreement dated February 7, 2023 and its First Amendment dated April 26, 2023:

1. Amends section 1.0 to state that the agreement shall be in effect until February 5, 2027. Amended language below:

The period of this Agreement shall be in effect from the date of last signature for a period of two years until February 5, 2027. This Agreement may be extended by consent and signature of both parties and may be terminated in writing by either party.

This amendment is subject to all other terms and conditions of the original Data Sharing Agreement, which continue in full force and effect.

By the signatures of their duly authorized representative below, the California Department of Fish and Wildlife, and the Northwest and Southwest Fisheries Science Centers agree to all of the provisions of this Data Sharing Agreement, as modified by this first amendment.

OF FISH AND WILDLIFE	NOAA FISHERIES
BY: Signed by: #345. Charles Shuman	Signed by: BY (raig kussell B5C1E0E867854RRissell
TTTLE: Regional Manager, Marine Region	TITLE: Director, Fisheries Resource Analysis and Monitoring Division Northwest Fisheries Science Center
DATE: 2/5/2025	DATE:
BY: Chad Dibble OFFICE PERSON	BY: Steve Lindley 58894 PFF Steve Lindley
TITLE: Deputy Director, Wildlife and Fisheries Division	TITLE: Director, Fisheries Ecology Division Southwest Fisheries Science Center
DATE: 2/4/2025	DATE: 2/3/2025
BY: Supher Odoms OBC12F945A7dams	
TITLE: Chief Information Officer, Data Technology Division	
DATE:	_

Attachment A:

FIRST AMENDMENT TO DATA SHARING AGREEMENT SIGNED April 26, 2024

First Amendment to Data Sharing Agreement

Between

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

and

NORTHWEST AND SOUTHWEST FISHERIES SCIENCE CENTERS (NOAA FISHERIES)

Ratified on February 6, 2023

The Data Sharing Agreement (DSA) dated February 6, 2023, between California Department of Fish and Wildlife (CDFW) and NOAA FISHERIES establishes access to CDFW data where NOAA FISHERIES agrees to the content use and protection of data needed by NOAA FISHERIES for the purpose of conducting analyses in support of fisheries stock assessments.

Since ratification of the original agreement additional data for Commercial Passenger Fishing Vessel (CPFV) observer or dockside records have been identified as required in the original project.

This amendment establishes the following changes to the original Data Sharing Agreement dated February 6, 2023:

1. Amends Attachment A to reflect additional data for CPFV observer or dockside records. Amended language below:

General Description	Dockside Commercial Fishing Passenger Vessel (CPFV) and private recreational fishing vessel sampling collected by CDFW in central California from 1957 to 1986. Southern California onboard sampling data collected by Ray Alee et al from 1985 - 1989. Central and Dockside Commercial Fishing Passenger Vessel (CPFV) and private recreational fishing vessel sampling collected by CDFW in central California from 1957 to 1986. Southern California onboard sampling data collected by Ray Alee et al from 1985 - 1989. Central and northern California CPFV sampling collected by Deb Wilson-Vandenberg et al from 1987 - 1998.
	California Recreational Fisheries Survey (CRFS) observer data for Commercial passenger fishing vessel (CPFV) effort and location records (PCO).
	State logbook records from the Commercial Passenger Fishing Vessel (CPFV) log and from the Commercial Trawl log.
	Commercial landing receipts.
Observation Requested	i. Multiple CDFW project observations from 1957 – 1998

ii. CRFS CPFV observer and dockside data for years 2004 – present
iii. CPFV log records - CDFW Marine Logs System (MLS) 1980 – present
iv. Commercial landings Receipts - PacFIN or CalCOM - 1969 – present
v. Trawl log record – PacFIN –1980 – present
As soon as possible
Various
To be determined
.mdb
i. CDFW project observation data: CPFV.mdb Table - Boccaccio: Year BlockNo CommonName Total Catch EffortAH CPUH Table - Tbl_70strip: TripID Date Complex PortCode BoatID BlockNo PctSamp RunTimeH Depthl Tempf Anglers EffortH Table - Tbl_80strip: TripID Date Complex Landing BoatID

Depart BlockNo DepthL DepthH **Anglers** CrewNo AskCrew **EffortM** 86-88 Data.mdb **Table -** Length_Tbl: Autonumber New_Boatnum_Index L_Complex L_Landing L_Date_YY L_Date_MM L_Date_DD L_Specode L_Keptrel L_Sampler Parent_Tbl L-Lendth1 L_Tally_1 **Table -** Sitemerge_Boatnum_Reindex: Sitemerge_ID S_Complex S_Landing S_Date_yy S_Date_mm S_Date_dd S_Timedep New_Boatnum S_Effcode S_Specode S_Numkept **S_Numrels** S_Typtrip S_Depth_L S_Depth_H S_Sampler S_Samp_yn S_Rsncode S_US_Mexi S_Numcust **S_Numcrew** S_Askcrew

S_Eff_min

 S_Cnt_est

S_Recdkey

CPFV-OnboardData.mdb

Table - AllTrip:

AllTRPID

Tripnosamp

Date

Month

Day

Year

Boatnum

Landing

Triptyp

Paidang

Freeang

Obsvang

Table - Alltripbl:

AlltripblID

Tripnosamp

Loc

Fshgtime

Mindepth

Maxdepth

Fshgtype

Tackle

Sp

JΡ

Fate

Count

Table - Length:

LengthID

Tripnosamp

Sloc

Nloc

Sp

Fate

Τl

Fdweight

CPFV_SoCAI_85-87.mdb:

Tables - 89CAT (2):

C_complex

C_landing

 $C_boatnum$

C_date_yy

C_date_mm C_date_dd C_timedep C_effcode C specode C_sampler C_typtrip C_samp_yn C_rsncode C_us_mexi C_numcust C_numcrew C_askcrew C_eff_min C_cnt_est C_numkept C_numrels C_recdkey Tables – KVALUE (3): S_recdkey S_complex S_landing S_boatnum S_date_yy S_date_mm S_date_dd S_timedep S_effcode S_specode S_depth_L S_depth_H S_sampler S_typtrip S_samp_yn S_rsncode S_us_mexi S_numcust S numcrew S_eff_min S_cnt_est S_numkept **S_numrels** Tables – Sitemerge (4): S_recdkey S_complex S_landing

```
S_boatnum
S_date_yy
S_date_mm
S_date_dd
S timedep
S_effcode
S_specode
S_depth_L
S_depth_H
S_sampler
S_typtrip
S_samp_yn
S_rsncode
S_us_mexi
S_numcust
S_numcrew
S_eff_min
S_cnt_est
S_numkept
S_numrels
LengthData.mdb
Table - Length_Tbl:
Autonumber
L_complex
L_landing
L_boatnum
L_date_yy
L_date_mm
L_date_dd
L_specode
L_keptrel
L_sampler
Parent_Tbl
L_length1
L_tally_1
Tables - 84-89_Append (6):
Auto ID
Parent_Tbl
L_recdkey
L_complex
L_landing
L_boatnum
L_date_yy
L_date_mm
L_date_dd
L_timedep
```

L_specode L_sampler L_keptrel L_length1 L_tally1 L_length2 L_tally2 L_length3 L_tally3 L_length4 L_tally4 L_length5 L_tally5 L_length6 L_tally6 CCRS_LF_77-86.mdb Table - CCRS7786: ID Month Day Year Date Sp_code Fish_type Fish_area Sex T_of_week Length Ring_ct Yr_class Flag Gonad DB_CCRS_SPPCOMP_77-86.mdb **Table -** CCRS_SPPCOMP_77-86: ID Year Spp_code Fish_area Fish_type Sex Day_of_week Count Month FPB_LF_59-72.mdb **Table -** PBLF_1959-1972:

ID

Region

Year

Sp_code

Fish_type

Fish_area

Sex

D_of_week

Length

Count

Month

PB_SP_57-72.mdb

Table - PB_SP_57-72:

ID

Year

Spp_Code

Fish_Type

Fish_Area

Sex

Day_of_week

Count

Month

ii. CRFS CPFV Observer or Dockside data:

CRFS Header Table:

Ref#

ASSN

Scanned

Survey Date

District

CNTY

Site

Port

Sampler #

DFG Boat #

RecFINSurvey EventID

CRFS Angler Table:

Ref#

Sample #

Angler #

Fished Last 12 Mo

Zipcode

Catch Observed?

Catch Unobserved?

Boat Crew?

RecFinSurveyEventID

EffortID

AnglerID

CRFS Effort Table:

Ref#

DFG Boat #

Boat Name on Form

Vessel Name

Sample #

Stop#

Duration Type

PC Mode

Boat Anglers

Anglers Total

Days Fished

Depart date

Depart Time

Return Date

Return Time

1st Target Species

1st Target Water Area

1st Target Gear

1st Target # Gear

2nd Target Species

2nd Target Water Area

2nd Target Gear

2nd Target # Gear

DD?

RecFinSurveyEventID

EffortID

CRFS Catch Table:

Ref#

Sample #

Species #

Species

Kept

UnObs

Alive

Dead

RecFinSurvey Event ID

EffortID

FishCatchID

CRFS BioData Table:

Ref#

Sample #

Species

Length

Length Outside Min/Max

Sex

Weight

Tag#

Stop#

RecFinSurveyEventID

EffortID

FishCatchID

CatchBioDetailID

CRFS Site Table:

Ref#

Stop#

Anglers

GFMT

Start Latitude

Start Latitude as Decimal

Start Longitude

Start Longitude as Decimal

Start Time

Start Depth – Mean

Start Depth – Min

Start Depth – Max

End Latitude

End Latitude as Decimal

End Longitude

End Longitude as Decimal

End Time

End Depth – Mean

End Depth – Min

End Depth – Max

Water Area

Fishing Type

Sample Location

Target Species

Descending Device

RecFinSurvey Event ID

SiteID

SiteLocationID

CRFS SiteCatch Table:

Ref#

Stop#

Species

Kept

Rels Alive

Rels Dead

Rels w/DD

RecFinSurveyEventID

SiteID

SiteCatchID

iii. CPFV Logbook from MLS:

LogMonth

LogDay

LogYear

LogDate

LogDateFlag

DateReceived

DateReceivedFlag

NoActivityMonth

SerialNumber

SerialNumberFlag

VesselID

VesselIDFlag

PortCode

PortCodeFlag

TargetSpeciesLingcod

TargetSpeciesOther

TargetSpeciesRockfishes

TargetSpeciesSalmon

TargetSpeciesSharks

TargetSpeciesStripedBass

TargetSpeciesSturgeon

TargetSpeciesTuna

TargetSpeciesPotluck

TargetSpeciesMiscCoastal

TargetSpeciesMiscOffshore

 ${\bf Target Species Misc Bay}$

DateSubmitted

FishingMethodTrolling

FishingMethodMooching

Fishing Method Anchored

Fishing Method Drifting

FishingMethodDiving

FishingMethodLightTackle

FishingMethodOther

BaitUsedAnchoviesLive

BaitUsedAnchoviesDead

BaitUsedSardinesLive

BaitUsedSardinesDead

BaitUsedSquidLive

BaitUsedSquidDead

BaitUsedOtherLive

BaitUsedOtherDead

TripType

TripTypeFlag

NonPaying

BirdInteraction

BirdInteractionFlag

DescendingDevice

DescendingDeviceFlag

Block

BlockFlag

DepartureTime

DepartureTimeFlag

ReturnTime

ReturnTimeFlag

HoursMinutesFished

HoursFished

HrsMinutesFishedFlag

NumberOfFishers

NumberOfFishersFlag

Depth

Temperature

TemperatureFlag

SpeciesCode

SpeciesFlag

Species

NumberKept

NumberKeptFlag

NumberReleased

NumberReleasedFlag

NumberLostToSeaLions

NumberLostToSeaLionsFlag

NumberOfCrewFished

OperatorName

SubmitByName

CompleteDate

LastQCEditBy

QCEditDate

NumberOfFishCaughtByCrew

Iv. California PacFIN landings data

LANDING_YEAR

LANDING_MONTH

LANDING_DAY

LANDING DATE

NUM_OF_DAYS_FISHED

FISH_TICKET_ID

FTID

AGENCY CODE

PARTICIPATION_GROUP_CODE

PARTICIPATION_GROUP_NAME

FLEET CODE

VESSEL_REGISTRATION_ID

VESSEL ID

VESSEL_NUM

VESSEL_TYPE_CODE

FISHER_LICENSE_NUM

GEAR_CODE

GEAR_NAME

ADJUSTED_GEAR_CODE

PACFIN_GEAR_CODE

PACFIN_GEAR_DESCRIPTION

PACFIN GROUP GEAR CODE

CATCH_AREA_CODE

CATCH_AREA_DESCRIPTION

AREA_TYPE_CODE

AREA_TYPE_NAME

ORIG_PACFIN_CATCH_AREA_CODE

PACFIN_CATCH_AREA_CODE

PACFIN_CATCH_AREA_NAME

PACFIN_CATCH_AREA_DESCRIPTION

PACFIN_GROUP_CATCH_AREA_CODE

INPFC_AREA_TYPE_CODE

COUNCIL CODE

PORT_CODE

PORT_NAME

PACFIN_PORT_CODE

PACFIN_PORT_NAME

PACFIN PORT DESCRIPTION

PACFIN_GROUP_PORT_CODE

COUNTY_CODE

COUNTY NAME

COUNTY_STATE

SUBREGION_CODE

SUBREGION_NAME

REGION_CODE

REGION_NAME

DEALER_ID

DEALER_NUM

DEALER_NAME

SPECIES_CODE

SPECIES_CODE_NAME

ORIG PACFIN SPECIES CODE

PACFIN_SPECIES_CODE

PACFIN_SPECIES_COMMON_NAME

PACFIN_SPECIES_SCIENTIFIC_NAME

MANAGEMENT GROUP CODE

COMPLEX COMPLEX2 COMPLEX3 COMPLEX4 REMOVAL TYPE CODE REMOVAL_TYPE_NAME IS_REMOVAL_LEGAL GRADE_CODE GRADE_NAME CONDITION_CODE CONDITION_NAME DISPOSITION_CODE **DISPOSITION_NAME** PRODUCT USE CODE PRODUCT_USE_NAME PRODUCT_FORM_CODE PRODUCT_FORM_NAME IS_OVERAGE NUM_OF_FISH LANDED_WEIGHT_LBS LANDED_WEIGHT_MTONS CONVERSION_FACTOR ROUND_WEIGHT_LBS ROUND_WEIGHT_MTONS IS VALUE ESTIMATED PRICE_PER_POUND EXVESSEL_REVENUE IS_ETIX_DATA IS_IFQ_LANDING IFQ_ACCOUNT_NUM IS_AREA_COMP_USED IS_SPECIES_COMP_USED DAHL_GROUNDFISH_CODE THOMSON_FISHERY_CODE DANGELO_HMS_CODE GMT_SABLEFISH_CODE COUNT_LE_PERMITS IS_TRAWL_ENDORSED IS LONGLINE ENDORSED IS_TRAP_ENDORSED PACFIN YEAR PACFIN_VDATE CFT_ID IS EM LANDING TICKET_SOURCE_CODE TRIP_SEQ

HILLE_PERMIT
WCHMS PERMIT

HSFCA_PERMIT

IFQ_MANAGEMENT_AREA

IS_SABLEFISH_TIER

GF_PERMIT_NUMBER

ACL CODE

DECLARATION_CODES

DECLARATION_TYPES

NOMINAL_TO_ACTUAL_PACFIN_SPECIES_CODE

NOMINAL_TO_ACTUAL_PACFIN_SPECIES_NAME

MARKET_CATEGORY

MARKET_CATEGORY_NAME

AFI_PRICE_PER_POUND

AFI_EXVESSEL_REVENUE

IOPAC_PORT_GROUP

FIRST_RECEIVER_NUMBER

EFP_CODE

EFP_NAME

TRIP_ID

v. California PacFIN Trawl logbook data

Table – lbk_trip

Agid

Daysfished

Daysout

Dday

Dmonth

Dport

Drvid

Dtime

Dyear

Ft_match_flag

Ncrew

Ngal

Ntows

Rday

Region

Rmonth

Rport

Rtime

Ryear

Towsrec

Trip_id

Veid

Vidtype

Warning

Table - lbk_tow

Adj_towtime

Agid

Area

Arid_psmfc

Block

Block_or

Ch_lat

Ch_long

Depth1

Depth2

Depth_type1

Depth_type2

Duration

Latlong_type

Lbs_adj

Lbs_adjexp

Lbs_hail

Msec_lat

Msec_long

Net_type

Pacfin_target

Ps_grnd_code

Ps_mgmt_area

Ryear

Set_lat

Set_long

Set_time

oct_time

Target

Tow_date

Townum

Trip_id

Up_area

Up_areid_psmfc

Up_block

Up_block_or

Up_ch_long

Up_lat

Up_long

Up_msec_lat

Up_msec_long

Up_time

Warning

Table - lbk_catch

Agid

Apounds

Apound_calculated

 $A pounds_wdfw$

Condition

Disposition

Grade

Hpounds

Source

Spcode

Townum

Trip_id

Warning

Table – lbk_sp

Agid

Category

Created

Description

Lbk_spcode

Modified

Table – lbk_gr

Agid

Created

Description

Grid

Modified

Net_type

Table – lbk_pr

Agid

Created

Description

Lbk_port

Modified

Pcid

Table - lbk_strategy

Agid

Created

Lbk_strategy

Modified

Strategy

Table – lbk_ftid

Agid

Ftid

Pargrp

Source

Ticket_date

Townum

Trip_id

Table – Ibk_ul Agid Comments Data_year Datfile Proctime Records Type.
Type.

Per FIPS Publication 199, these data have the FIPS Classification = {(confidentiality, moderate), (integrity, moderate), (availability, low)}.

This amendment is subject to all other terms and conditions of the original Data Sharing Agreement which continue in full force and effect.

Southwest Fisheries Science Center

110 McAllister Way Santa Cruz, CA 95060

By the signatures of their duly authorized representative below the California Department of Fish and Wildlife and NOAA FISHERIES agree to all of the provisions of this Data Sharing Agreement as modified by this first amendment.

DocuSigned by:		
Cy Sur- 343995CB95354BC	_ DATE:	4/26/2023
Dr. Craig Shuman, Marine Regiona	al Managei	•
California Department of Fish and		
1933 Cliff Drive, Suite 9		
Santa Barbara, California 93109		
DocuSigned by: Suphen adams OBC1DF0A5A794DA	_ DATE:	4/26/2023
Stephen Adams, Chief Information	n Officer	
Data and Technology Division		
California Department of Fish and	Wildlife	
P.O. Box 944209		
Sacramento, California 94244-2090)	
Cocusigned by: Kevin Werner A0220E0750B841D Dr. Kevin Werner, Director Office of the Science Director Northwest Fisheries Science Center 2725 Montlake Blvd E Seattle, WA 98112	_	/10/2023
DocuSigned by:		
Steve Lindley 5889402277874D7	_ DATE:	4/10/2023
JD09402211D14D1		
Dr. Steve Lindley, Director		

Attachment B:

ORIGINAL RATIFIED AGREEMENT SIGNED February 7, 2023

DATA SHARING AGREEMENT

between the

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

and the

NOAA FISHERIES

WHEREAS, Fish and Game Code Section 8022 (a) states that the commercial fishing receipts, reports, or other records filed with the California Department of Fish and Wildlife (CDFW) pursuant to Fish and Game Code Article 2, commencing with Section 7700, to Article 7.5, commencing with Section 8040, inclusive, and the information contained therein are confidential;

WHEREAS, Fish and Game Code Section 8022 (b) states that CDFW may release these confidential data to any federal agency responsible for fishery management, provided the information is used solely for the purposes of enforcing fishery management provisions and provided the information will otherwise remain confidential;

WHEREAS, the NOAA Fisheries is responsible for the management of the marine species within federal waters;

WHEREAS, CDFW is willing to disclose the confidential data described in section 2.1 (Confidential Data) to staff at the Northwest and Southwest Fisheries Science Centers (NOAA Fisheries), and NOAA Fisheries is willing to receive the data on the terms and conditions described herein;

WHEREAS, this Data Sharing Agreement (Agreement) is entered into by and between CDFW and NOAA Fisheries to establish the content, use, and protection of Confidential Data needed by NOAA Fisheries for the purpose of supporting stock assessments. This Agreement is only for sharing of the data described below and is a no cost agreement between the parties.

WHEREAS, NOAA Fisheries is authorized to enter into this Agreement under Magnuson-Stevens Fishery Management and Conservation Act (16 U.S.C. § 1801 et seq.).

NOW, THEREFORE, the CDFW and NOAA Fisheries hereby agree that their interactions shall be guided by provisions of this Agreement.

1.0 Period of Agreement

The period of this Agreement shall be in effect from the date of last signature for a period of two years. This Agreement may be extended pursuant to section 8.0 by consent and signature of both parties and may be terminated in writing by either party pursuant to section 9.0.

2.0 Intended Use of Confidential Data

NOAA Fisheries agrees to use information for conducting analyses in support of fisheries stock assessments.

2.1 Description of Confidential Data:

Historical onboard observer and dockside data collected by CDFW for Commercial Passenger Fishing Vessels (CPFV) and private recreational fishing vessels in years 1957-1998; and CPFV logbook records 1980 – present; Commercial Fishing Passenger Vessel (CPFV) onboard observer data collected by the California Recreational Fisheries Survey (CRFS) for years 2004 – present; Commercial landings receipt records 1969 – present; Trawl logbook records 1980 – June 30, 2019;

If the Confidential Data are used for any other purpose other than authorized under this Agreement, further access to any CDFW commercial fisheries information including California PacFIN data will be denied, and this agreement will be terminated immediately.

3.0 Data Transfer

All Confidential Data that are transferred through internal and external networks by the NOAA Fisheries shall adhere to NIST SP 800-53 SC-8 Transmission Confidentiality and Integrity. All Confidential Data that are transferred by NOAA Fisheries by means other than internal and external networks shall adhere to NIST SP 800-53 MP-5 Media Transport.

4.0 Constraints on Use of Confidential Data

The CDFW is the exclusive owner of the Confidential Data subject to this agreement. NOAA Fisheries 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 NOAA Fisheries. NOAA Fisheries will maintain the confidentiality of the Confidential Data consistent with legal authorities available to the NOAA Fisheries, including but not limited to the Magnuson-Stevens Fishery Management and Conservation Act (16 U.S.C. § 1801 et seq), the Privacy Act (5 U.S.C. § 552a), and the Freedom of Information Act (FOIA) (5 U.S.C. §552). In the event that the NOAA Fisheries receives a formal request for the Confidential Data pursuant to FOIA or any other applicable law, the NOAA Fisheries will notify CDFW prior to responding to the request.

- **4.1** NOAA Fisheries shall only use the Confidential Data for the purposes identified in section 2.0.
- 4.2 To the extent permitted by Federal laws and regulations, NOAA Fisheries shall restrict disclosure of the Confidential Data solely to those individuals studying with or working for NOAA Fisheries who have a need to know such information in order to accomplish the identified purposes.
- 4.3 NOAA Fisheries shall advise such individuals, before they receive access to the Confidential Data, of NOAA Fisheries obligations under this Agreement and have each individual read and sign Attachment A. NOAA Fisheries shall take steps to ensure that all such individuals shall comply with the provisions of this Agreement.

Version 2.0 (10/4/21) 2 | Page

- 4.4 Confidential Data shall be summarized, consistent with applicable federal laws, regulations, and policies, prior to being published so as not to disclose the individual record or business of any person. Before publishing commercial fishing data summaries, NOAA Fisheries shall provide these summaries to CDFW for its review.
- **4.5** Publication of any results based upon the Confidential Data shall include proper attribution to CDFW.
- 4.6 To the extent permitted by Federal laws and regulations, Confidential Data received under this Agreement, backups of these data, and all related materials that contain any portion of these Confidential Data, except for the published, summarized Confidential Data discussed in section 4.4, shall be handled in a manner consistent with section 7.0
- 4.7 As required by 5 U.S.C. § 2302(b)(13) and the annual Appropriations Act, these provisions are consistent with, and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General or the Office of Special Counsel of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling. This Agreement shall not be construed to prohibit or restrict an employee or applicant for employment from disclosing to Congress, the Special Counsel, the Inspector General of a federal agency, or any other federal agency component responsible for internal investigation or review any information that relates to any violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or any other whistleblower protection.
- **4.8** This Agreement imposes no obligation upon NOAA Fisheries with respect to information that:
 - is or was received by the NOAA Fisheries from a non-CDFW source; or
 - is required by law or a court to be disclosed.

CDFW acknowledges that NOAA Fisheries' ability to maintain the confidentiality of the Confidential Data may be impacted if that data:

- is or becomes a matter of public knowledge;
- is disclosed by CDFW to a third party without a duty of confidentiality on the third party; or

 is disclosed by the NOAA Fisheries for a specific purpose for which CDFW provided prior written approval.

5.0 Data Security

To protect the Confidential Data from unauthorized physical and electronic access and to ensure the confidentiality, availability and integrity of all data shared, NOAA Fisheries 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 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.

- 5.1 NOAA Fisheries will apply security patches and upgrades, and keep anti-virus software up-to-date on all systems on which the Confidential Data may be used.
- 5.2 In the event that the Confidential Data are improperly accessed or breached, NOAA Fisheries will take measures to prevent further access to the Confidential Data or further breach incidents. In the event of a data breach, defined as confirmed access or exfiltration by an individual without authorized access and need-to-know, NOAA Fisheries will notify CDFW of such a breach. Unless notification to CDFW is delayed or barred for law enforcement or national security reasons, the notice should be provided within 30 days or as expeditiously as practicable and without unreasonable delay, consistent with section 6.1 of the U.S. Department of Commerce (DOC) Privacy Act, Personally Identifiable (PII) and Business Identifiable (BII) Breach Notification Plan (DOC Breach Notification Plan) and other applicable federal laws and policies, including the Privacy Act of 1974 (5 USC §552a). CDFW will confer with NOAA Fisheries prior to sending notice to affected individuals. NOAA Fisheries will perform an investigation of the incident and shall cooperate with inquiries by CDFW to the extent permitted by federal law. Despite any preventive measures taken by NOAA Fisheries, CDFW retains the right to terminate this Agreement consistent with section 9.0 of this Agreement.
- 5.3 To the extent permitted by federal law, NOAA Fisheries agrees to cooperate and coordinate with CDFW in efforts to address or recover any unauthorized disclosure, release, access, review, or loss, theft, misuse or destruction of confidential data. The data breach provisions in the following policies will apply to NOAA Fisheries' efforts: DOC Administrative Order 205-16 Managing Electronic Records; DOC Information Technology Management Handbook; DOC Information Technology Security Program Policy; DOC Breach Notification Plan; DOC CITR-019: Risk Management Framework; NOAA Administrative Orders 212-13: NOAA Information Technology Security Program Policy; and NOAA Administrative Order 212-1301: NOAA Information Technology Security Manual.

5.4 CDFW retains the right to assert a claim for any damage caused or costs incurred because of the failure of NOAA Fisheries to perform an obligation under this Agreement or the negligent acts of its personnel, employees, or contractors which results in an unauthorized disclosure, release, access, review, or loss, theft, misuse or destruction of confidential data. The treatment of such a claim by CDFW for damages shall be reviewed and adjudicated pursuant to federal law and regulations, including, but not limited to, the Federal Tort Claims Act (28 U.S.C., Ch. 171); provided, however, that nothing herein shall be construed to be an undertaking to indemnify or hold-harmless any person whether or not a party to this agreement.

6.0 Compliance with Applicable Laws and Regulations

NOAA Fisheries shall comply with all applicable state and federal laws and regulations protecting the Confidential Data provided to NOAA Fisheries pursuant to this Agreement including the privacy of any personal information included in the Confidential Data.

7.0 Disposition of Confidential Data

All Confidential Data received by the NOAA Fisheries under this Agreement that is no longer needed by NOAA Fisheries for the purposes described in section 2.0 shall be handled in the same manner as noted below in section 9.0.

8.0 Amendments and Alterations to this Agreement

This Agreement constitutes the entire agreement between CDFW and NOAA Fisheries for the purpose of analyzing the Confidential Data for the stated purpose, and no other statements or representations, written or oral, shall be deemed to exist or to bind the parties. CDFW and NOAA Fisheries may amend this Agreement at any time, including extending the duration of the Agreement, provided that the amendment is with the consent of both parties, in writing, and signed by authorized persons.

9.0 Termination of the Agreement

CDFW may terminate this Agreement at any time, for cause. Either party may terminate this agreement for any reason with a 30-day written notice, including terminating it because the Confidential Data is no longer needed for the purposes described in section 2.0 or those purposes have already been met. The Agreement will terminate at the end of the time period identified in section 1.0, unless extended pursuant to section 8.0.

In the event this Agreement is terminated, or NOAA Fisheries ceases operation, NOAA Fisheries shall remove general user access to the Confidential Data and related materials. NOAA Fisheries disposition of such records shall be in accordance with applicable NOAA Records Schedules, including NOAA Records Schedule Series 1502 (Resource Assessment, Distribution, and Classification Files), 1507 (Fisheries Statistics and Marketing News Reporting Files), 1515 (Marine Recreation Fisheries Program) and 2400 (Information System Security Records). Consistent with the applicable NOAA Records Schedule, NOAA Fisheries will destroy or return to CDFW all Confidential Data covered by this Agreement as well as any backups and all related materials that

Version 2.0 (10/4/21) 5 | Page

contain any portion of the Confidential Data. Once the Confidential Data and related materials are destroyed or transferred to CDFW, NOAA Fisheries shall sanitize the data in accordance with NIST SP 800-53 MP-6 Media Sanitation and with respect to backup media, sanitation will occur at the end of the applicable retention period for backup media. CDFW may request independent confirmation of data sanitation.

NOAA Fisheries' obligations of confidentiality and restrictions on use of the Confidential Data pursuant to this Agreement shall continue in full force and effect, and shall survive termination of this Agreement.

10.0 Dispute Resolution

Except as otherwise provided in this Agreement, should a bona fide dispute arise between CDFW and NOAA Fisheries, it is the expectation of both the NOAA Fisheries 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.

11.0 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:

California Department of Fish and Wildlife

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 NOAA Fisheries:

National Oceanic and Atmospheric

Administration

U.S. Department of Commerce

Dr. Melissa Monk

National Oceanic and Atmospheric Administration

Southwest Fisheries Science Center

Fisheries Ecology Division

110 McAllister Way Santa Cruz, CA 95060

Telephone: (831)-420-3950

E-mail: Melissa.Monk@noaa.gov

12.0 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.

By the signatures of their duly authorized representative below, the California Department of Fish and Wildlife, and NOAA Fisheries agree to all of the provisions of this Data Sharing Agreement.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE	NOAA FISHERIES
BY: Dr. Craig Shuman	BY: Dr. kevin Werner Dr. Kevin Werner
TITLE: Marine Region, Regional Manager	TITLE: Director, Office of the Science Director, Northwest Fisheries Science Center
2/6/2023 Date:	2/6/2023 Date:
BY: Stephen Adams Stephen Adams	BY: Dr. Stew Lindley Dr. Steve Lindley
TITLE: Chief Information Officer	TITLE: Director, Southwest Fisheries Science Center Fisheries Ecology Division
2/7/2023 Date:	DATE:

Read and Understood (Template)

Attachment A

Acknowledgement of DATA SHARING AGREEMENT between CDFW and NOAA Fisheries			
between the CALIFORNIA DEPARTME FISHERIES (AGREEMENT) dated MM	, I received a copy of DATA SHARING AGREEMENT ENT OF FISH AND WILDLIFE and the NOAA I/DD/YYYY. I also acknowledge that I have read and ee to comply with its terms and conditions.		
Name (Please Print)	Regional Science Center		
Signature	Date		

Attachment B

Observation Requested	Dockside Commercial Fishing Passenger Vessel (CPFV) and private recreational fishing vessel sampling collected by CDFW in central California from 1957 to1986. Southern California onboard sampling data collected by Ray Alee et al from 1985 - 1989. Central and northern California CPFV sampling collected by Deb Wilson-Vandenberg et al from 1987 - 1998. California Recreational Fisheries Survey (CRFS) observer data for Commercial passenger fishing vessel (CPFV) effort and location records (PCO). State logbook records from the Commercial Passenger Fishing Vessel (CPFV) log and from the Commercial Trawl log. Commercial landing receipts. i. Multiple CDFW project observations from 1957 – 1998 ii. CRFS CPFV observer and dockside data for years 2004 – present iii. CPFV log records - CDFW Marine Logs System (MLS) 1980 – present iv. Commercial landings Receipts - PacFIN or CalCOM - 1969 – present
	v. Trawl log record – PacFIN –1980 - present
Delivery Timeline Request	As soon as possible
Process:	Various
File Name:	To be determined
Format:	.mdb
Data Fields Provided	i. CDFW project observation data: CPFV.mdb Table - Boccaccio: Year BlockNo CommonName Total Catch EffortAH CPUH Table - Tbl_70strip: TripID

Complex PortCode **BoatID** BlockNo **PctSamp** RunTimeH Depthl Tempf **Anglers EffortH Table -** Tbl_80strip: TripID Date Complex Landing BoatID Depart BlockNo DepthL DepthH **Anglers** CrewNo AskCrew **EffortM** 86-88 Data.mdb **Table -** Length_Tbl: Autonumber New_Boatnum_Index L_Complex L_Landing L_Date_YY L_Date_MM L_Date_DD L_Specode L_Keptrel L_Sampler Parent_Tbl L-Lendth1 L_Tally_1 **Table -** Sitemerge_Boatnum_Reindex: Sitemerge_ID S_Complex S_Landing S_Date_yy

Date

Version 2.0 (10/4/21) 10 | Page

S_Date_mm

 S_Date_dd

S_Timedep

New_Boatnum

S Effcode

S_Specode

S Numkept

S_Numrels

S_Typtrip

S_Depth_L

S_Depth_H

S_Sampler

S_Samp_yn

S_Rsncode

S_US_Mexi

S Numcust

S_Numcrew

S_Askcrew

C_7.61.6.61.

S_Eff_min

S_Cnt_est

S_Recdkey

CPFV-OnboardData.mdb

Table - AllTrip:

AllTRPID

Tripnosamp

Date

Month

Day

Year

Boatnum

Landing

Triptyp

Paidang

Freeang

Obsvang

Table - Alltripbl:

AlltripbIID

Tripnosamp

Loc

Fshgtime

Mindepth

Maxdepth

Fshgtype

Tackle

Sp

Fate

Table - Length: LengthID Tripnosamp Sloc Nloc Sp Fate ΤI Fdweight CPFV_SoCAI_85-87.mdb: **Tables - 89CAT (2):** C_complex C_landing C_boatnum C_date_yy C_date_mm C_date_dd C_timedep C_effcode C_specode C_sampler C_typtrip C_samp_yn C_rsncode C_us_mexi C_numcust C_numcrew C_askcrew C_eff_min C_cnt_est C_numkept C_numrels C_recdkey Tables - KVALUE (3): S recdkey S_complex S landing S_boatnum S_date_yy S_date_mm S_date_dd S_timedep S_effcode S_specode

Count

Version 2.0 (10/4/21) 12 | Page

S_depth_H S_sampler S_typtrip S_samp_yn S_rsncode S_us_mexi S_numcust S_numcrew S_eff_min S_cnt_est S_numkept S_numrels Tables – Sitemerge (4): S recdkey S_complex S_landing S_boatnum S_date_yy S_date_mm S_date_dd S_timedep S_effcode S_specode S_depth_L S_depth_H S_sampler S_typtrip S_samp_yn S_rsncode S_us_mexi S_numcust S_numcrew S_eff_min S_cnt_est S_numkept S_numrels LengthData.mdb **Table -** Length_Tbl: Autonumber L complex L_landing L_boatnum L_date_yy L_date_mm L_date_dd

S_depth_L

Version 2.0 (10/4/21) 13 | Page

```
L_specode
L_keptrel
L_sampler
Parent_Tbl
L_length1
L_tally_1
Tables - 84-89_Append (6):
Auto_ID
Parent_Tbl
L_recdkey
L_complex
L_landing
L_boatnum
L_date_yy
L_date_mm
L_date_dd
L_timedep
L_specode
L_sampler
L_keptrel
L_length1
L_tally1
L_length2
L_tally2
L_length3
L_tally3
L_length4
L_tally4
L_length5
L_tally5
L_length6
L_tally6
CCRS_LF_77-86.mdb
Table - CCRS7786:
ID
Month
Day
Year
Date
Sp_code
Fish_type
Fish_area
Sex
T_of_week
Length
Ring_ct
```

Version 2.0 (10/4/21) 14 | Page

```
Flag
Gonad
DB_CCRS_SPPCOMP_77-86.mdb
Table - CCRS_SPPCOMP_77-86:
ID
Year
Spp_code
Fish_area
Fish_type
Sex
Day_of_week
Count
Month
FPB_LF_59-72.mdb
Table - PBLF_1959-1972:
ID
Region
Year
Sp_code
Fish_type
Fish_area
Sex
D_of_week
Length
Count
Month
PB_SP_57-72.mdb
Table - PB_SP_57-72:
ID
Year
Spp_Code
Fish_Type
Fish_Area
Sex
Day_of_week
Count
Month
ii. CRFS CPFV Observer or
Dockside data:
CRFS Header Table:
Ref#
ASSN
```

Yr_class

Version 2.0 (10/4/21)

Scanned

Survey Date

District

CNTY

Site

Port

Sampler #

RecFINSurveyEventID

CRFS Angler Table:

Ref#

Sample #

Angler#

Fished Last 12 Mo

Zipcode

Catch Observed?

Catch Unobserved?

Boat Crew?

RecFinSurveyEventID

EffortID

AnglerID

CRFS Effort Table:

Ref#

Sample #

Stop#

Duration Type

PC Mode

Boat Anglers

Anglers Total

Days Fished

Depart date

Depart Time

Return Date

Return Time

1st Target Species

1st Target Water Area

1st Target Gear

1st Target # Gear

2nd Target Species

2nd Target Water Area

2nd Target Gear

2nd Target # Gear

DD?

RecFinSurvey EventID

EffortID

CRFS Catch Table:

Version 2.0 (10/4/21) 16 | Page

Ref#

Sample #

Species #

Species

Kept

UnObs

Alive

Dead

RecFinSurveyEventID

EffortID

FishCatchID

CRFS BioData Table:

Ref#

Sample #

Species

Length

Length Outside Min/Max

Sex

Weight

Tag#

Stop#

RecFinSurveyEventID

EffortID

FishCatchID

CatchBioDetailID

CRFS Site Table:

Ref#

Stop#

Anglers

GFMT

Start Latitude

Start Latitude as Decimal

Start Longitude

Start Longitude as Decimal

Start Time

Start Depth – Mean

Start Depth – Min

Start Depth – Max

End Latitude

End Latitude as Decimal

End Longitude

End Longitude as Decimal

End Time

End Depth – Mean

End Depth - Min

End Depth – Max

Water Area

Fishing Type

Sample Location

Target Species

Descending Device

RecFinSurveyEventID

SiteID

SiteLocationID

CRFS SiteCatch Table:

Ref#

Stop#

Species

Kept

Rels Alive

Rels Dead

Rels w/DD

RecFinSurveyEventID

SiteID

SiteCatchID

iii. CPFV Logbook from MLS:

LogMonth

LogDay

LogYear

LogDate

LogDateFlag

DateReceived

DateReceivedFlag

NoActivityMonth

SerialNumber

SerialNumberFlag

VesselID

VesselIDFlag

PortCode

PortCodeFlag

TargetSpeciesLingcod

 ${\it TargetSpeciesOther}$

TargetSpeciesRockfishes

TargetSpeciesSalmon

TargetSpeciesSharks

TargetSpeciesStripedBass

TargetSpeciesSturgeon

 ${\it TargetSpeciesTuna}$

TargetSpeciesPotluck

TargetSpeciesMiscCoastal

 ${\it TargetSpeciesMiscOffshore}$

TargetSpeciesMiscBay

Version 2.0 (10/4/21) 18 | Page

DateSubmitted

FishingMethodTrolling

FishingMethodMooching

Fishing Method Anchored

FishingMethodDrifting

FishingMethodDiving

FishingMethodLightTackle

FishingMethodOther

BaitUsedAnchoviesLive

BaitUsedAnchoviesDead

BaitUsedSardinesLive

BaitUsedSardinesDead

BaitUsedSquidLive

BaitUsedSquidDead

BaitUsedOtherLive

Bait Used Other Dead

TripType

TripTypeFlag

NonPaying

BirdInteraction

BirdInteractionFlag

DescendingDevice

DescendingDeviceFlag

Block

BlockFlag

DepartureTime

DepartureTimeFlag

ReturnTime

ReturnTimeFlag

HoursMinutesFished

HoursFished

HrsMinutesFishedFlag

NumberOfFishers

NumberOfFishersFlag

Depth

Temperature

TemperatureFlag

SpeciesCode

SpeciesFlag

Species

NumberKept

NumberKeptFlag

NumberReleased

NumberReleasedFlag

NumberLostToSeaLions

NumberLostToSeaLionsFlag

NumberOfCrewFished

OperatorName

SubmitByName

CompleteDate

LastQCEditBy

QCEditDate

NumberOfFishCaughtByCrew

Iv. California PacFIN landings data

LANDING_YEAR

LANDING_MONTH

LANDING_DAY

LANDING_DATE

NUM_OF_DAYS_FISHED

FISH_TICKET_ID

FTID

AGENCY CODE

PARTICIPATION GROUP CODE

PARTICIPATION_GROUP_NAME

FLEET CODE

VESSEL_REGISTRATION_ID

VESSEL ID

VESSEL_NUM

VESSEL_TYPE_CODE

FISHER_LICENSE_NUM

GEAR CODE

GEAR_NAME

ADJUSTED_GEAR_CODE

PACFIN GEAR CODE

PACFIN GEAR DESCRIPTION

PACFIN_GROUP_GEAR_CODE

CATCH_AREA_CODE

CATCH AREA DESCRIPTION

AREA_TYPE_CODE

AREA_TYPE_NAME

ORIG_PACFIN_CATCH_AREA_CODE

PACFIN_CATCH_AREA_CODE

PACFIN_CATCH_AREA_NAME

PACFIN_CATCH_AREA_DESCRIPTION

PACFIN GROUP CATCH AREA CODE

INPFC AREA TYPE CODE

COUNCIL CODE

PORT_CODE

PORT NAME

PACFIN_PORT_CODE

PACFIN_PORT_NAME

PACFIN_PORT_DESCRIPTION

PACFIN_GROUP_PORT_CODE

COUNTY CODE

COUNTY_NAME COUNTY_STATE SUBREGION CODE SUBREGION_NAME REGION CODE REGION NAME DEALER ID DEALER NUM DEALER_NAME SPECIES_CODE SPECIES_CODE_NAME ORIG_PACFIN_SPECIES_CODE PACFIN_SPECIES_CODE PACFIN_SPECIES_COMMON_NAME PACFIN_SPECIES_SCIENTIFIC_NAME MANAGEMENT GROUP CODE COMPLEX COMPLEX2 COMPLEX3 COMPLEX4 REMOVAL_TYPE_CODE REMOVAL_TYPE_NAME IS_REMOVAL_LEGAL GRADE_CODE **GRADE NAME** CONDITION_CODE CONDITION_NAME DISPOSITION CODE DISPOSITION NAME PRODUCT USE CODE PRODUCT_USE_NAME PRODUCT_FORM_CODE PRODUCT_FORM_NAME IS_OVERAGE NUM_OF_FISH LANDED_WEIGHT_LBS LANDED_WEIGHT_MTONS CONVERSION_FACTOR ROUND WEIGHT LBS ROUND WEIGHT MTONS IS VALUE ESTIMATED PRICE_PER_POUND **EXVESSEL REVENUE** IS_ETIX_DATA IS_IFQ_LANDING IFQ_ACCOUNT_NUM IS_AREA_COMP_USED IS SPECIES COMP USED

Version 2.0 (10/4/21) 21 | Page

DAHL_GROUNDFISH_CODE THOMSON_FISHERY_CODE DANGELO HMS CODE GMT_SABLEFISH_CODE COUNT LE PERMITS IS TRAWL ENDORSED IS LONGLINE ENDORSED IS_TRAP_ENDORSED PACFIN_YEAR PACFIN_VDATE CFT_ID IS_EM_LANDING TICKET_SOURCE_CODE TRIP_SEQ HILLE_PERMIT WCHMS PERMIT HSFCA PERMIT IFQ_MANAGEMENT_AREA IS SABLEFISH TIER GF_PERMIT_NUMBER ACL_CODE DECLARATION_CODES DECLARATION_TYPES NOMINAL_TO_ACTUAL_PACFIN_SPECIES_CODE NOMINAL_TO_ACTUAL_PACFIN_SPECIES_NAME MARKET_CATEGORY MARKET_CATEGORY_NAME AFI PRICE PER POUND AFI EXVESSEL REVENUE IOPAC PORT GROUP FIRST_RECEIVER_NUMBER EFP_CODE EFP_NAME TRIP_ID v. California PacFIN Trawl logbook data Table - lbk_trip Agid Daysfished Daysout Dday Dmonth Dport Drvid Dtime Dyear Ft_match_flag

Version 2.0 (10/4/21) 22 | Page

Ncrew

Ngal Ntows Rday Region Rmonth **Rport** Rtime Ryear Towsrec Trip_id Veid Vidtype Warning Table – lbk_tow Adj_towtime Agid Area Arid_psmfc Block Block_or Ch_lat Ch_long Depth1 Depth2 Depth_type1 Depth_type2 Duration Latlong_type Lbs_adj Lbs_adjexp Lbs_hail Msec_lat Msec_long Net_type Pacfin_target Ps_grnd_code Ps_mgmt_area Ryear Set_lat Set_long Set_time Target Tow_date Townum Trip_id Up_area Up_areid_psmfc

Version 2.0 (10/4/21) 23 | Page

Up_block

Up_block_or

Up_ch_long

Up_lat

Up_long

Up_msec_lat

Up_msec_long

Up_time

Warning

Table - lbk_catch

Agid

Apounds

Apound_calculated

Apounds_wdfw

Condition

Disposition

Grade

Hpounds

Source

Spcode

Townum

Trip_id

Warning

Table - lbk_sp

Agid

Category

Created

Description

Lbk_spcode

Modified

Table - lbk_gr

Agid

Created

Description

Grid

Modified

Net_type

Table – lbk_pr

Agid

Created

Description

Lbk_port

Modified

Pcid

Table – lbk_strategy

Agid

Created

Lbk_strategy

Modified

Strategy

Table – lbk_ftid

Agid

Ftid

Pargrp

Source

Ticket_date

Townum

Trip_id

Table - lbk_ul

Agid

Comments

Data_year

Datfile

Proctime

Records

Type.

Per FIPS Publication 199, these data have the FIPS Classification = {(confidentiality, moderate), (integrity, moderate), (availability, low)}.

Version 2.0 (10/4/21) 25 | Page

Certificate Of Completion

Envelope Id: B740B4E10F994899ABA0CCCF134C8411

Subject: Please DocuSign This Document

Use Case ID: Source Envelope:

Document Pages: 25 Certificate Pages: 5

AutoNav: Enabled Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Signatures: 4 **Envelope Originator:** Initials: 0 Paulo Serpa

1700 9th Street 12th Floor

Sacramento, CA 95811 Paulo.Serpa@wildlife.ca.gov IP Address: 64.207.219.137

Record Tracking

Status: Original

2/1/2023 4:43:48 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Paulo Serpa

Paulo.Serpa@wildlife.ca.gov Pool: StateLocal

Pool: California Department of Fish and Wildlife

Location: DocuSign

Location: DocuSign

Signer Events

Dr. Kevin Werner Kevin.Werner@noaa.gov

Security Level: Email, Account Authentication

(None)

Signature

Dr. Levin Werner A0226E6756B841D...

Signature Adoption: Pre-selected Style Using IP Address: 65.130.95.17

Timestamp

Sent: 2/1/2023 5:05:47 PM Viewed: 2/1/2023 5:08:44 PM Signed: 2/6/2023 1:51:31 PM

Electronic Record and Signature Disclosure:

Accepted: 2/1/2023 5:08:44 PM

ID: 76eb1413-16bd-449e-a251-f24b50452bf6

Dr. Steve Lindley

Steve.Lindley@noaa.gov

Security Level: Email, Account Authentication

(None)

Dr. Steve Lindley _5889402277B74D7...

Signature Adoption: Pre-selected Style Using IP Address: 162.236.247.49

Sent: 2/6/2023 1:51:35 PM Viewed: 2/6/2023 2:14:38 PM Signed: 2/6/2023 2:15:32 PM

Electronic Record and Signature Disclosure:

Accepted: 2/6/2023 2:14:38 PM

ID: 76575ab6-8d1c-478d-b2be-02c9f230d6ba

Craig Shuman

Craig.Shuman@wildlife.ca.gov Marine Regional Manager

California Department of Fish and Wildlife Security Level: Email, Account Authentication

(None)

2 Lu 343995CB95354BC...

Signature Adoption: Uploaded Signature Image

Using IP Address: 208.87.233.201

Sent: 2/6/2023 2:15:36 PM Viewed: 2/6/2023 5:52:59 PM Signed: 2/6/2023 5:53:16 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Stephen Adams

Stephen.Adams@wildlife.ca.gov IT Operations Branch, Chief

California Department of Fish and Wildlife Security Level: Email, Account Authentication

(None)

Justin adams

Signature Adoption: Uploaded Signature Image

Using IP Address: 134.186.51.126

Sent: 2/6/2023 5:53:20 PM Viewed: 2/7/2023 11:00:24 AM

Signed: 2/7/2023 11:01:14 AM

Electronic Record and Signature Disclosure:Not Offered via DocuSign

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Carbon Copy Events Todd Neahr Todd.Neahr@wildlife.ca.gov Senior ES Supervisor California Department of Fish and Wildlife Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Timestamp Sent: 2/7/2023 11:01:17 AM

Witness Events	Signature	Timestamp	
Notary Events	Signature	Timestamp	
Envelope Summary Events	Status	Timestamps	
Envelope Sent	Hashed/Encrypted	2/1/2023 5:05:48 PM	
Certified Delivered	Security Checked	2/7/2023 11:00:24 AM	
Signing Complete	Security Checked	2/7/2023 11:01:14 AM	
Completed	Security Checked	2/7/2023 11:01:19 AM	
Payment Events	Status	Timestamps	
Electronic Record and Signature Disclosure			

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, California Department of Fish and Wildlife (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact California Department of Fish and Wildlife:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: privacy@wildlife.ca.gov

To advise California Department of Fish and Wildlife of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at privacy@wildlife.ca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from California Department of Fish and Wildlife

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to privacy@wildlife.ca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with California Department of Fish and Wildlife

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to privacy@wildlife.ca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify California Department of Fish and Wildlife as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by California Department of Fish and Wildlife during the course of your relationship with California Department of Fish and Wildlife.