

## **Memorandum of Agreement**

### **At-sea Processors Association And the Alaska Fisheries Development Foundation**

This document serves as a Memorandum of Agreement (MOA) between the At-sea Processors Association (APA) and the Alaska Fisheries Development Foundation (AFDF) to permit participants in the Marine Stewardship Council (MSC) Alaska pollock and Pacific cod certifications to market incidental harvests of Alaska pollock in the Pacific cod fishery and incidental harvests of Pacific cod in the pollock fishery as eligible to carry the MSC logo, subject to participants complying with relevant chain of custody and other requirements of the MSC program.

This MOA is developed pursuant to guidance received from the MSC and the MSC-accredited certification body, Moody Marine, that incidental harvests of one MSC certified species taken in another MSC certified fishery can be marketed as eligible to carry the MSC logo. Under the MSC program, however, the designated client for a fishery controls the list of eligible participants in a certification. As such, APA and AFDF must submit an authorization to the appropriate certification body, in this case Moody Marine, for that body to include the names of all eligible program participants on the relevant certificates.

In this matter, APA is acting as the designated client for the Bering Sea/Aleutian Islands (BSAI) and Gulf of Alaska (GOA) Alaska pollock certifications. Once this MOA is signed by both fishery clients, APA will direct Moody Marine to include on the BSAI and GOA Alaska pollock certificates all participants in the BSAI and GOA Pacific cod certifications. AFDF, acting as the designated client for the BSAI and GOA Pacific cod certifications, will similarly direct Moody Marine to add all participants listed on the Alaska pollock certificates to the BSAI and GOA Pacific cod certificates.

Each party to this agreement shall retain a unilateral option to withdraw from this MOA and/or from its participation in the MSC certification program. If either party elects to exercise one or both of such withdrawal options, it shall provide written notice to the other party 180 days prior to the effective date of such withdrawal. Once such an option is exercised, this MOA shall become null and void and neither party will have any continuing obligations hereunder.

Each party to this MOA shall be responsible for paying all costs associated with the ongoing maintenance of its respective certification under the MSC program.

The representatives of APA and AFDF listed below are authorized to enter into this agreement which becomes effective immediately upon both parties signing the MOA.



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Stephanie Madsen  
Executive Director  
At-sea Processors Association



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James Browning  
Executive Director  
Alaska Fisheries Development Foundation

Dated: June 9, 2010

cc: Moody Marine Ltd.  
Marine Stewardship Council  
Surefish