

## **THE OREGON FISHERMEN'S CABLE COMMITTEE AGREEMENT: INDIVIDUAL FISHERMAN'S AGREEMENT AND MUTUAL RELEASE**

OFCC Member Submarine Fiber Optic Cable Companies landing in Oregon ("Cable Companies") agree to release me, a Participating Trawl Fisherman, and the F/V \_\_\_\_\_ a Participating Trawl Vessel, from liability to the Cable Companies for my ordinary negligence if, when engaged in trawl operations, I agree to honor the "Procedures to Follow While Operating Near Submarine Fiber Optic Cables" (the "Operating Procedures") established by the Oregon Fishermen's Cable Committee ("OFCC" or "Oregon Committee") pursuant to the "AGREEMENT TO CREATE AND ESTABLISH THE OREGON FISHERMEN'S UNDERSEA CABLE COMMITTEE" dated July 9, 1998 and related subsequent agreements (the "Oregon Accord" at times described as the "Oregon Fishermen's Agreements"). I agree that "THE OREGON FISHERMEN'S CABLE COMMITTEE AGREEMENT: INDIVIDUAL FISHERMAN'S AGREEMENT AND MUTUAL RELEASE" (this "Agreement" also known as the "IFA") does not release me and the Participating Trawl Vessel from liability for damage arising directly or indirectly from my gross negligence or intentional, willful or wanton acts or omissions, which for purposes of this Agreement shall include my failure to honor the Operating Procedures. The Cable Companies further agree that they will actively encourage governmental authorities not to bring or maintain any civil or criminal actions or penalties against a Participating Trawl Fisherman or Participating Trawl Vessel who honors the procedures established by the Oregon Committee pursuant to the Oregon Fishermen's Agreements.

I agree to learn about the location of the submarine fiber optic cables that land in Oregon and also to exercise care and observe the Operating Procedures when trawl fishing in the area of the cable. If I believe that I have snagged a cable, I agree to cease hauling on the trawl fishing gear and to call the 24-hour toll free telephone line maintained by the Cable Owners to discuss the situation. The Cable Owner's representative has the authority immediately to approve cutting the trawl gear and by doing so thereby authorizes the provision of replacement trawl gear to me from approved suppliers. I agree to present my claim in writing (my "Claim") to the Oregon Committee for review on the approved form within thirty (30) days of the incident. I understand that the Oregon Committee, constituted of Oregon commercial fishermen and fiber optic cable representatives, is empowered to review and investigate my Claim for compensation including if necessary undertaking an inspection of the cable by an underwater remote operated vehicle. If the Oregon Committee approves my Claim, the Oregon Committee waives any right to collect from me for any replacement trawl gear provided to me. In addition, the Oregon Committee shall pay from the Fund established by the Oregon Fishermen's Agreements an amount equal to fifty percent (50%) of the value of the replacement trawl gear to me. This sum represents liquidated damages in settlement and satisfaction of any and all claims or possible claims for loss of business, lost profits or any other damages incurred by me. If the Oregon Committee denies my Claim because of fraud, misrepresentation or failure to follow the required Operating Procedures or other procedures, the payment for the sacrificed trawl gear is treated as a bridge loan to me that I may have to repay. The Oregon Committee may issue and revise the Operating Procedures and other procedures from time to time governing the treatment of Claims and shall send copies of the revisions to me at the address noted below.

The Oregon Committee shall review my Claim and accept it in full or offer a settlement to me. I understand that by signing this Agreement I agree to and do hereby release any and all individuals affiliated with the Oregon Committee, the Oregon Committee itself, and the Cable Companies and their affiliates and subsidiaries, including their officers, directors, employees, agents and assigns from

any and all legal and equitable liability for any actions, inactions or decisions of the Oregon Committee including the decision on my claim. I further agree not to bring any legal or equitable action against them. I also release any other telecommunications companies that execute the Oregon Fishermen's Agreements or a related subsequent agreement.

If the Oregon Committee accepts my claim in full or if I accept the settlement for my claim offered to me by the Oregon Committee, I agree to release and am thereby releasing the Cable Companies and their affiliates and subsidiaries, including their officers, directors, employees, contractors, agents and assigns from any and all legal and equitable liability. I further agree not to bring any legal or equitable action against them. I also agree that the Cable Companies and the Oregon Committee shall not be responsible in any way for any lost earnings, waste of fishing resources or other consequential, incidental or punitive damages. I also release any other telecommunications companies that execute the Oregon Fishermen's Agreements or a related subsequent agreement.

In the event of a dispute between the parties to this Agreement, the parties shall (1) discuss the problem between themselves and attempt a resolution. If the dispute is not thereby resolved within seven (7) days, the parties shall (2) mediate the problem in Portland, Oregon or in another mutually agreed location. If the dispute is not thereby resolved within thirty (30) days, the parties shall (3) engage in binding arbitration in Portland, Oregon or in another mutually agreed location. This dispute resolution provision reflects the provision in the Oregon Fishermen's Agreement and represents a commitment to resolve disagreements in a just, speedy and inexpensive way without resorting to litigation.

This Agreement can be terminated by thirty (30) days written notice to the other party. By joining as a Participating Trawl Fisherman and representative of a Participating Trawl Vessel, I agree to these terms and conditions and to the terms and conditions of the Oregon Fishermen's Agreements. I acknowledge that I have contacted legal counsel or had an opportunity to contact legal counsel to discuss the terms set forth in this Agreement.

\_\_\_\_\_  
Signature of Participating Trawl Fisherman/Vessel  
Owner/Vessel Operator/Master/Skipper

\_\_\_\_\_  
Trawl Vessel Name

Print Name \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Oregon Fishermen's Cable Committee, Inc.

2021 Marine Drive Suite 102

By Its: Chairman

Astoria, OR 97103

Date: \_\_\_\_\_