

## **Request for Proposals for The Pew Charitable Trusts (Pew)**

RFP No.: 2024-IF-01

RFP Issue Date: Monday, September 23, 2024

RFP Title: Impact of External Threats on Seafood Trade

Point of Contact (POC): Dawn Borg Costanzi (dborgcostanzi@pewtrusts.org)

Key Dates:

Deadline for requests for clarifications	Monday, October 7, 2024
Anticipated release of Pew's responses to requests for	Monday, October 14, 2024
clarifications	
Deadline for submission of proposals	Monday, October 28, 2024
Deadline for submission of proposals Anticipated date of award	Monday, October 28, 2024 Friday, November 8, 2024

If you need assistance or accommodation to participate in the RFP process, please reach out to the Pew Point of Contact as soon as possible.

\*All proposals, including pricing, must be valid for at least one hundred and twenty (120) calendar days from the date of submission.

# Introduction

### **RFP OVERVIEW**

Through this RFP, Pew is soliciting proposals from organizations (Respondents) to provide an assessment of the impact of external threats such as illegal, unreported, and unregulated fishing; climate change; and overfishing on the trade of squid, Argentine hake, and anchoveta in six South American countries, as further set forth herein and in the Scope of Work attached hereto as Appendix A (Scope of Work).

The project will build an understanding of whether the seafood trade of the target species is likely to remain profitable and sustainable, and what strategic planning, governance structures, institutional arrangements, and capacity development efforts are needed to cope with the evolving threats.

#### BACKGROUND ON PEW

Pew is a United States (U.S.) nonprofit organization and Section 501(c)(3) public charity. Pew is driven by the power of knowledge to solve today's most challenging problems in the U.S. and globally. Pew applies a rigorous, analytical approach to improving public policy, informing the public and invigorating civic life. Pew partners with a diverse range of donors, public and private organizations and concerned citizens who share its commitment to practical, fact-based solutions and goal-driven investments to improve society. For more information about Pew, please see <u>www.pewtrusts.org</u>.

### Instructions

<u>All</u> communications related to this RFP must be conducted via email with the Pew Point of Contact (POC) and by the Key Dates listed on Page 1 of this RFP. Questions must be submitted in writing via email; <u>phone calls will not</u> <u>be accepted</u>. Phone calls not initiated by Pew to discuss the RFP or ask questions <u>are not</u> permitted. Pew reserves the right to modify or cancel this RFP, including Key Dates, at any time and to make all decisions respecting this RFP in its sole discretion.

**Requests for clarifications.** All questions, and the responses thereto, that Pew believes may be of interest to other potential Respondents will be circulated to all Respondents. Only written responses issued by Pew will be considered official. Any verbal information received from employees of Pew or any other entity should not be considered an official response to any requests for clarifications regarding this RFP.

#### Submission Instructions:

- 1. Proposals must be submitted via email to the POC by the date listed on the first page. Please reference the RFP number in the subject line of any response to this RFP. Pew reserves the right to accept or reject, without consideration, proposals that are received late or obtain proposals from, and negotiate with, third parties outside of this RFP at any time.
- 2. Pew will endeavor to confirm receipt of all properly submitted proposals. If Pew does not confirm receipt, Respondent should assume its proposal has not been received and resubmit before the deadline.

#### Proposal Requirements. Proposals must:

- 1. Be submitted in Adobe PDF or Microsoft Word format, using 8.5" x 11" sized layouts.
- 2. Not exceed ten (10) pages. This page limit does not include the following:
  - a. Resumes and or CVs
  - b. Past performance examples
  - c. References
  - d. Required Appendix forms (listed at the bottom of this RFP):
    - Completed budget template

- Completed Respondent Summary Form
- 3. Contain at a minimum the following information:
  - a. Description of Respondent's proposed project and/or services, including the methodology, approach, and timeline for implementing the Scope of Work attached in Appendix A, and if applicable, the specifics of how Respondent would perform the work and any limitations or assumptions. Resumes/CVs, specific qualifications, and proposed role of key individuals, and any subcontractors, who will carry out the Scope of Work.
  - b. Please describe your organization and relevant experience for this work. Include your organization's full legal name, a brief business history, and a point of contact for all proposal-related correspondence. If you will rely on any subcontractors/subgrantees or nonemployees to complete the project, please describe those entities here as well. If applicable, additional details on prior experience (e.g., resumes of key personnel, references of activities of similar technical scope and complexity) should be included as an attachment to the proposal.
  - c. Cost proposal: Provide a complete cost proposal using the budget template provided in Appendix B of this RFP, including all line items and following the instructions included therein. No cost information may be included in any other section of the proposal submission.
  - d. Description of Respondent's commitment to diversity, equity, and inclusion and what specific steps it will take to ensure that commitment is demonstrated in its work with Pew in the Scope of Work.
  - e. Two (2) or three (3) references from clients to which Respondent provided a similar service or project of similar scope and complexity. Each reference must include:
    - the organization's name, address, contact person, current email address, and phone number
    - a brief description of the work performed
    - a reference to any key individuals involved that would be engaged under the Scope of Work
    - the duration (including the dates) of the work
    - fees associated with the contract if not confidential

Pew reserves the right to obtain past performance information from other sources in addition to those identified in proposals.

By submitting a proposal, each Respondent grants to Pew and its designees the right to duplicate, use, disclose, and distribute all materials (and information contained therein) submitted for purposes of evaluation, review, and/or research. In addition, each Respondent guarantees that (1) it has full and complete rights to all information and materials included in the proposal and (2) all such materials are not defamatory and do not infringe upon or violate the privacy rights, copyrights, or other proprietary rights of any third party. Additionally, each Respondent agrees to defend, indemnify, and hold harmless Pew with respect to any claims or losses arising from the aforementioned guarantees. Each Respondent further agrees that in addition to this RFP, which is owned by Pew, any submission to Pew (including, without limitation, all materials and information contained therein) will become the property of Pew (not including any of Respondent's preexisting intellectual property rights contained in such submission), and Pew is not required to return the proposal, including any submitted materials, to any Respondent.

## **Evaluation of Proposals**

Pew will review and evaluate proposals based on the following criteria:

1. Approach and methodology

- 2. Commitment to diversity, equity, and inclusion
- 3. Timeline
- 4. Staffing
- 5. Background and past performance
- 6. Cost and Budget
- 7. Agreement with Pew's Conditions of Agreement

Pew will review all proposals and recommend award allocation, with final selection made by Pew at its sole discretion.

## Award

Upon completion of the review of all proposals. and a decision to proceed with the selected Respondent(s) (Selected Respondent(s)), Pew will contact each Respondent to advise whether or not its proposal has been accepted. This RFP, and any award resulting from it, does not constitute a binding agreement between Pew and the Selected Respondent. All future work with Pew is contingent upon Pew and the Selected Respondent(s) signing a mutually acceptable Agreement as further set forth in Conditions of Agreement described above. Selected Respondents who are notified that Pew is interested in their services/products/project shall not start any work for Pew, or incur any expense, before an Agreement between Pew and Selected Respondent is fully executed.

#### Confidentiality

This RFP, including the attached appendices [and any other materials provided by or on behalf of Pew in connection with this RFP], are Pew's confidential and proprietary information and, without the express prior written consent of Pew, may not be duplicated, used, or disclosed (in whole or in part) for any purpose other than for reviewing, evaluating, and/or preparing a proposal in response to this RFP. Confidential information shall not be deemed to include information that is rightly obtained from another source, was independently developed, or is in the public domain.

#### No Financial Liability for Proposal Preparation

Pew is not liable, financially, or otherwise, for any costs associated with the preparation, submission, or presentation of any proposals in response to this RFP. By submitting a proposal, Respondent acknowledges and agrees it has read, understands, and accepts the RFP documents, including all appendixes and attachments (including, without limitation, the Conditions of Agreement). The person submitting the proposal on behalf of Respondent has all necessary authority to act on behalf of Recipient.

#### **Best Offer**

Best-offer proposals are requested. Pew reserves the right to conduct negotiations with and/or request clarifications from any Respondent prior to award. Respondents may be required to submit additional information during Pew's evaluation process.

#### **APPENDICES**

Appendix A: Scope of Work Appendix B: Price Proposal Template Appendix C: Respondent Summary Form and Vendor Data Privacy Notice Appendix D: Conditions of Agreement Appendix E: International Requirements Appendix F: Pew's Expectations for Research Review

## APPENDIX A Scope of Work

The Selected Respondent shall submit to Pew a report on the impact of external threats such as illegal, unreported, and unregulated (IUU) fishing; climate change; and overfishing on the seafood trade of squid, Argentine hake, and anchoveta (Target Species). Selected Respondent shall focus on the threats to the commercial and financial viability in the medium/long term (to the year 2050 or similar) of the fisheries off Argentina, Brazil, Chile, Ecuador, Peru, and Uruguay (Target Countries), with Brazil as a lower priority, and how those threats change in impact over time.

Informed by the outcomes of the "Future IUU Fishing Trends in a Warming World: A Global Horizon Scan" report published by the Royal United Services Institute (RUSI) and the results of Pew's ongoing due diligence study, and considering the insight and research of <u>seafish</u> on climate change impacts and adaptation, Selected Respondent shall conduct a detailed analysis of the social and economic implications on the target fish stocks, fishing fleets, and local economies in the Target Countries. Selected Respondent shall illustrate both the impact of no change in governance (business as usual) and that of governments enacting improved laws and policies to address threats over time (improved governance). Selected Respondent shall also consider opportunities presented by modern technology, such as digitization of fishing fleets, for governments to include additional data streams into their fisheries management regulations to assess and address evolving threats.

This analysis shall consider potential shifts in fishing effort of the Target Species, the potential of existing fleets to keep up with such shifts whilst remaining financially sustainable, the expected resilience of existing supply chains, and possible price changes and their related consumer preferences and market competition. It shall build an understanding of whether the seafood trade of the Target Species in the Target Countries is likely to remain profitable from a business perspective, and what strategic planning, governance structures, institutional arrangements, and related capacity development efforts might be necessary to maximize the long-term sustainability of these fisheries, and those whose livelihoods come from these fisheries, in the face of evolving threats. Each of these threats should be evaluated independently to determine relevance and priority as a threat, but for the purposes of the viability assessment and examining impacts in the two (2) scenarios noted above, Selected Respondent should consider the interconnections across threats and how they may exacerbate one another to create larger threats to the fisheries that are the focus of this project.

### **Aspects to include**

- **1. Background:** Please describe the proposed research project, including how it fits into current research and policy landscapes, the information gaps the research would seek to address, and the target audiences.
- 2. Research question(s): Provide specific research question(s) the study will address and, if applicable, any associated hypotheses.
- **3. Research methods and analyses:** Describe in detail the proposed research methodologies, both quantitative and qualitative, and analyses. If there are multiple research questions, specify which methods and activities are associated with each research question. This section should also include details of other major activities that will be carried out as part of the project (e.g., hosting a workshop).
- 4. Diversity, equity, and inclusion statement: If applicable, include a description of how you are considering aspects of diversity, equity, and inclusion in the content of the research and the approach you are taking.

- **5. Data:** What are the data sources needed to answer the research questions? How will they be collected? Are they available? If proprietary source data will be used, please explain the rationale and limitations.
- 6. Challenges: Describe potential scientific limitations to the proposed research and methods, and how the project design accounts for each. Also detail any potential for controversy or other considerations that may affect how the findings are received and interpreted.
- 7. Deliverables/milestones: A deliverable or milestone is a specific result that you commit to producing within the funding period. A research deliverable or milestone can be an output (e.g., work products like reports, activities like hosted events, briefs, chartbooks, slide decks, etc.) or an outcome (e.g., a consequence or payoff of the work, such as uptake or use of findings by key audiences, policy change, etc.). Please provide a bulleted list of deliverables or milestones. Each should be distinct and phrased in plain language.
- 8. External review: Briefly describe the plans for any external advisors and external peer reviewers. Note that external reviewers cannot be involved in earlier stages of the work such as acting as an advisor on its design and development. Describe how you will accommodate external review.
- **9.** Data and fact check: Describe how you will complete a data check (verifying the accuracy of quantitative findings) and a fact check (verifying the factual accuracy of the product's content). Respondents should refer to Appendix G for more detail.
- **10. Project timeline:** Please include estimated start and end dates for each deliverable or milestone and describe any outsider drivers for the timing of document release.
- 11. Works cited, bibliography, references (as appropriate): Please list any works cited in the proposal.

## **Projected timelines and budget**

Pew anticipates a project duration of up to six (6) months, with final report submission by the end of the second quarter of 2025.

The proposed timeline and budget should be sufficient to cover the time and costs of:

- A virtual kickoff meeting and monthly virtual check-ins with Pew staff.
- A data and fact check process that meets Pew's quality assurance guidelines, or agreement for Pew to conduct those checks (see Appendix F).
- Targeted discussions with relevant technical experts, including experts in-region.
- Submission of a draft report, including:
  - A qualitative discussion of identified external threats and a quantitative analysis of their projected impact on the Target Species in the Target Countries over time.
  - A detailed analysis of the social and economic implications of the identified threats on the target fish stocks, fishing fleets, and local economies in the Target Countries, considering:
    - Potential shifts in fishing effort of the Target Species.
    - The potential of existing fleets to keep up with such shifts whilst remaining financially sustainable.

- The expected resilience of existing supply chains.
- Possible price changes and their related consumer preferences and market competition.
- The strategic planning, governance structures, institutional arrangements, and related capacity development efforts that might be necessary to maximize long-term sustainability in the face of evolving threats.
- Scenario mapping with:
  - No change from the current governance structure (business as usual).
  - Governments enacting improved laws and policies to address threats over time, including consideration of opportunities presented by modern technology for governments to include additional data streams into their fisheries management regulations to assess and address evolving threats (improved governance).
- Submission of a final report, incorporating feedback from Pew staff and external reviewers, and executive summary.

## APPENDIX B Price Proposal Template

Please provide the proposed budget in the template provided.

(SEE ATTACHED)

## APPENDIX C Respondent Summary Form and Vendor Data Privacy Notice

Please complete the attached.

(SEE ATTACHED)

# APPENDIX D

### **Conditions of Agreement**

A summary of some critical Conditions of Agreement that will govern the resulting agreement (Agreement) are described below. As stated previously, these are <u>not</u> the actual provisions or an exhaustive summary of terms and conditions that will be included in the final Agreement. For example, different conditions may apply if Pew is funding the Selected Respondent's project through a grant and the project supports the Selected Respondent's own charitable work, as a nonprofit organization or university, as opposed to Pew purchasing a service. Also, Pew's funders may have additional requirements. In addition, if the Selected Respondent is organized outside of the United States or will be performing work in any country outside of the United States, additional terms and conditions may be required.

Any submitted proposal must indicate which condition(s) the Selected Respondent cannot agree to, an explanation as to why (including citations to any relevant statutes or Selected Respondent policies that may govern such position), and any proposed alternatives related to that condition. Selection of a Respondent that proposes alternative or revised conditions in its proposal shall not obligate Pew to consider or accept such revised or proposed conditions for inclusion in the Agreement.

- 1. <u>Intellectual Property</u>. For service agreements, Pew shall own the Work Product. "Work Product" consists of the deliverables and other materials, including drafts thereof, prepared by Selected Respondent and its personnel under the Agreement.
- 2. <u>Datasets</u>. Depending on the Scope of Work, Selected Respondent may be required to provide Pew, in a form satisfactory to Pew, a copy of datasets used in connection with the Work Product and grant Pew an unrestricted license to all such datasets.
- 3. <u>Representations and Warranties</u>. Selected Respondent is required to represent and warrant that its personnel are experienced, properly trained, or otherwise qualified and capable of performing the work and that the Work Product and any applicable datasets shall not infringe any intellectual property right of any third party. This is not an exhaustive list of the representations and warranties in the Agreement.
- 4. <u>No Campaign Intervention</u>. Selected Respondent cannot use Pew funds to participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.
- 5. <u>Ethics Requirements</u>. Selected Respondent may not use funds provided under the Agreement to give anything of value to a government official or employee without prior written approval from Pew.
- 6. <u>Indemnification</u>. Selected Respondent is required to indemnify Pew and certain related parties for any costs or claims arising from (i) Selected Respondent's breach of the Agreement, (ii) performance under the Agreement, or (iii) intentional misconduct or negligent acts or omissions, of Selected Respondent or its personnel.

- 7. <u>Pew Limitation of Liability.</u> Recourse against Pew under the Agreement shall in no event include lost profits, incidental, consequential, special, punitive, or indirect damages, regardless of whether advised of the possibility of such damages. Selected Respondent's liability will not be limited under the Agreement.
- 8. <u>Termination Rights</u>. Pew may terminate the Agreement upon the other Selected Respondent's breach and failure to cure within the notice and cure period(s) set forth in the Agreement. Pew may terminate at any time, without cause, by giving 30 days' prior written notice to Selected Respondent, and if applicable, Selected Respondent shall cooperate with Pew in transitioning the Agreement to a new provider during the wind-down period. Termination remedies are specified in the Agreement.
- 9. <u>Governing Law</u>. The laws of the Commonwealth of Pennsylvania shall govern the Agreement, and the state and federal courts in Philadelphia, Pennsylvania, shall have exclusive jurisdiction over any disputes arising under the Agreement.
- 10. <u>Best Rate Available (if applicable)</u> Selected Respondent must agree that as of the start date of the Agreement, the pricing (including all rates in which the pricing is based) reflects the best rate available. If, after the start date of the Agreement and before the services are performed, Selected Respondent charges another client a lower fee for the same or similar services, Selected Respondent agrees that this lower fee will apply to the Agreement (and the Agreement will be amended to reflect the lower pricing).
- 11. <u>Right to Audit</u>. Selected Respondent must agree, during the Agreement term and for three (3) years thereafter, to maintain complete and accurate books and records to substantiate the Selected Respondent's charges to Pew under the Agreement.
- 12. <u>Personal Data</u>. Selected Respondent must agree to comply with all applicable laws, regulations, and personal data requirements. Depending on the Scope of Work, additional requirements may be included in the Agreement.

Other material terms and provisions will be set forth in the Agreement provided to the Selected Respondent.

## **APPENDIX E**

#### **International Requirements**

- <u>Non-U.S. Provider</u> (if applicable). Selected Respondent certifies that Selected Respondent is not a United States person for United States tax purposes. To the extent Selected Respondent's services or work under an agreement may be performed in, or require travel to, the United States, Selected Respondent agrees to advise Pew at least five (5) business days in advance and take all necessary steps to ensure compliance with the United States laws regarding tax reporting for United States source income.
- 2. <u>Non-U.S. Taxes</u>. Selected Respondent shall be responsible for determining and paying any non-U.S. tax, including, but not limited to, value added tax (VAT) or similar tax, of any jurisdiction that applies to (i) Selected Respondent's payments to any independent contractors engaged to permit Selected Respondent to perform under the Agreement and (ii) services rendered by Selected Respondent to Pew hereunder. If Selected Respondent receives a refund for VAT or similar tax paid for which Selected Respondent has received payment or reimbursement from Pew, Selected Respondent shall refund such payment or reimbursement to Pew within thirty (30) days of Selected Respondent's receipt of such refund.
- 3. International Personnel. Selected Respondent alone is responsible for all potentially due and payable claims of foreign authorities, under whatever name and based on whatever position, related to withholding and/or remitting payroll tax and employee insurance contributions, including any penalties and interest due on said tax and/or contributions in connection with services or work performed by Selected Respondent under the Agreement. Selected Respondent shall fully assist Pew in proving to the foreign authorities, or else to reach agreements with these authorities, that Pew is not obliged to withhold payroll tax and/or to remit employee insurance contributions in connection with the Agreement. Pew reserves the right to withhold payroll tax and/or employee insurance contributions on any payment to Selected Respondent if a foreign authority at any point in time adopts, or there is a risk that it might adopt, the position that Pew must remit payroll tax and/or employee insurance contributions.
- 4. <u>Compliance With Laws</u>. Pew is relying on Selected Respondent's representation that there is no legal impediment to Pew's engagement of Selected Respondent as an independent contractor or a grantee hereunder, whether under the laws of Selected Respondent's country or any other jurisdiction. Selected Respondent further represents and warrants to Pew that Selected Respondent has complied and shall continue to comply with (and shall require all Personnel engaged by Selected Respondent in connection with the Agreement to comply with) all local, state, federal and international laws or requirements, including, without limitation, those regarding authority to conduct business, permits, licenses, tax withholding and payments, employment, reporting, data protection, and contacts with government officials, that apply in connection with the performance of the services or activities specified in the Agreement and the activities contemplated hereunder. Selected Respondent shall provide Pew with copies of all documents requested by Pew to verify Selected Respondent's representations set forth herein.

#### 5. <u>Anti-Corruption and Export/Import Requirements</u>.

5.1. Selected Respondent represents, warrants, and covenants that it will comply with, and shall ensure that its owners, directors, managers, officers, employees, subcontractors, subgrantees, agents, and representatives comply with, the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §§78dd-1 et seq.) (FCPA), UK Bribery Act, as amended, and any other applicable anti-corruption laws or regulations in all matters relating to the Agreement. Selected Respondent represents, warrants and covenants that neither it nor any of its owners, directors, managers, officers, employees, subcontractors, subgrantees, agents, or representatives has made, offered, promised or authorized or will make, offer, promise or authorize, in connection with the services or activities contemplated in the Agreement or with any other transactions involving Pew or its affiliates, any payment or transfer of anything of value, directly or indirectly, to any person for the purpose of influencing any act or decision of such person or securing an improper advantage to assist in obtaining or retaining business.

5.2. Selected Respondent is not and will not be, and none of Selected Respondent's owners, directors, managers, officers, employees, subcontractors, subgrantees, agents or representatives or the immediate families of the foregoing are or will be, a Restricted Person. Selected Respondent represents and warrants to Pew that no ownership interest, direct or indirect, in Selected Respondent, is held or controlled by or for the benefit of any Restricted Person. "Restricted Person" means (i) any officer or employee of a government or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, instrumentality, or public international organization; or (ii) any political party or official thereof or any candidate for a political office.

5.3. No payment under the Agreement will be: (i) made in cash or via bearer instrument; (ii) made to any person other than the Parties; (iii) other than reasonably commensurate with the services or activities performed in accordance with the terms of the Agreement; or (iv) used for any activity or purpose that might violate the FCPA or other applicable anti-corruption laws or expose either Party to liability under the FCPA or such other applicable laws.

5.4. Selected Respondent shall maintain (and shall cause its Personnel to maintain) appropriate and accurate records related to activities and services performed in accordance with the terms of the Agreement, including appropriate documentation of costs incurred and payments and other disbursements made related to such activities and services. At the request of Pew, Selected Respondent shall promptly make available to Pew such records.

5.5. Selected Respondent agrees that, should it learn or have reason to know that it or any of its owners, directors, managers, officers, employees, subcontractors, subgrantees, agents, or representatives has violated the FCPA, any other applicable anti-corruption law or regulation, or in connection with the Agreement, Selected Respondent will immediately notify Pew in writing.

5.6. Without limiting any other provision of this Agreements, if Selected Respondent violates the FCPA, other applicable anti-corruption laws or regulations, or Section 5.5 of this Agreement, Selected Respondent shall be deemed to have materially breached the Agreement, and Pew may immediately terminate all agreements between Pew and Selected Respondent, including the Agreement.

5.7. Selected Respondent agrees to comply (and shall cause its Personnel to comply) with the International Traffic in Arms Regulations (ITAR) of the U.S. Department of State, the Export Administration Regulations

(EAR) of the U.S. Department of Commerce (including the anti-boycott provisions), and all sanctions and embargoes administered by the Treasury Department's Office of Foreign Assets Control (U.S. Sanctions and Export Control Laws). Selected Respondent acknowledges that, in addition to trade in goods, the transfer of technical data and services may be subject to United States Government restrictions, review and approval. Each Party agrees to comply with such restrictions, and if an approval is obtained or available, any limitations and provisos imposed. Selected Respondent acknowledges that because Pew is a United States person operating in the United States, U.S. Sanctions and Export Control Laws may apply regardless of whether the Selected Respondent is a United States person. Accordingly, Selected Respondent agrees to adhere to the restrictions and limitations imposed under the U.S. Sanctions and Export Control Laws as if they are United States persons.

5.8. Information furnished by either Party may contain technical data as defined in the ITAR (at 22 CFR 120.10) or controlled technology as defined in the EAR. Such technical data or controlled technology shall not be exported, disclosed, or transferred to any foreign person (defined to include all non-U.S. citizens and permanent residents) (in the U.S. or abroad) without proper authorization. If technical information or technology delivered under the Agreement is subject to United States export control laws, Selected Respondent shall be responsible for identifying such control status in writing to Pew.

5.9. Nothing in the Agreement will be construed as a license to export or import controlled technical data or technology or to permit any disclosure in violation of law, regulation, or U.S. Government policy.

5.10. Fines and penalties imposed on Selected Respondent or Pew as a result of failure of Selected Respondent to comply with U.S. Sanctions and Export Control Laws, FCPA or other applicable anti-corruption laws and regulations will be paid or reimbursed by Selected Respondent. Selected Respondent has the obligation to seek mitigation of any assessed penalties or fines to the extent possible.

- 6. <u>Anti-Terrorism</u>. Selected Respondent certifies that it does not, and will not, promote or engage in violence or terrorism. Further, Selected Respondent agrees that it shall at all times comply (and cause its Personnel to comply) with all relevant laws prohibiting transactions with individuals and organizations associated with terrorism, including, without limitation, Executive Order 13224 and the Patriot Act. Without limitation, Selected Respondent agrees that, prior to any payment being incurred or made pursuant to the Agreement, it will ensure that the payee is not on the "Specially Designated Nationals" list maintained by the United States Treasury Department's Office of Foreign Assets Control or on a terrorist list maintained by the United Nations or the European Union, or is owned or controlled by a party on one of these lists.
- 7. <u>Travel</u>. It is understood and agreed that the services and/or activities set forth in the Agreement may involve travel outside of Selected Respondent's country (Travel). In connection therewith, Selected Respondent shall, at its sole expense, obtain all visas and permits (including, without limitation, work or research permits) that may be required under applicable law in connection with the Travel.

### APPENDIX F

### Pew's Expectations for Research Review

This document summarizes and shares Pew's expectations for research review, including review of methodologies, data and fact checking, and external peer review research.

### **Review of Methodology**

Pew's methods review is a collaborative effort between Pew staff and their providers/grantees (when applicable) to discuss the study design, data collection, analysis, and other methodological elements of the project and research.

- Some research projects may not require methods review if a research proposal contains detailed information, or the project consists exclusively of primary data collection via a survey. The need for a methods review should be discussed with Research Quality and Support at the beginning of a project.
- Approach: Methodology reviews may be completed by exchanging information over email or holding a meeting.

### **General Expectations for Review of Research Products**

The expectations below apply data checks, fact checks, and external peer reviews of research products.

- Independent Checkers/Reviewers: Data checkers, fact checkers, and peer-reviewers are, at a minimum, independent from the project. This is a core requirement to help ensure independence and objectivity. Peer reviewers are, additionally, not employed or funded by Pew or Pew's providers/grantees, nor otherwise conflicted.
- Record Keeping: Maintain version control of relevant materials, record key analytic steps and stages of data processing, code development, map production, etc., and keep records of the reviews, including the date(s), name of checker(s) and the reviews.

### Data Check

Pew's data checking verifies the numbers and statistics, including raw data and code, that underly the findings of research products. This check includes looking at data sourcing and datasets, statistical code, and products. The elements of a data check may vary based on the specific project design, methodology, and outputs.

Data checks may involve either reproducing the findings by executing tasks such as confirming data sources and running statistical code; and/or confirming that research materials are notated so that an independent researcher could reproduce the findings (e.g., statistical code is annotated, data analysis is recorded).

- Timing: Data checks take place toward the end of a research project when the data are nearly finalized and a draft product is available.
- Products that do not contain quantitative data are not data checked.

### **Fact Check**

Pew's fact checking verifies the non-numerical content of the research product or output, including facts, citations, attributions to outside sources, and proper nouns.

• Timing: Fact checks take place toward the end of a research project when a draft product is available.

• Fact checks do not confirm quotes from outside sources.

### **Peer Reviews**

Pew obtains external peer reviews from experts who are independent from the project, not employed or funded by Pew or Pew's providers/grantees, nor otherwise conflicted. The external experts provide feedback that: verifies the validity of the research design, the soundness of the methods used to collect and analyze information or data, the logic of any arguments, whether the conclusions are appropriately drawn from the analyses, anticipate any criticism, and provide an opportunity to improve the work before publication.

- Timing: Peer review takes place toward the end of a research project when a draft product is available; either concurrent or in sequence to data/fact checks.
- Peer reviewers sign Pew's Conflict of Interest (COI) forms to affirm no conflict and agree to nondisclosure; COI forms are collected prior to the review.
- Pew Program teams and their providers/grantees (when applicable) select peer reviewers; Pew's Research Quality and Support team does not approve selections.