



**Request for Proposal (RFP):  
Catalyzing Diversity, Equity, and Inclusion to Support  
Oyster Aquaculture and Restoration**

September 13, 2024

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

RFP No.: 2024-USCon-01

RFP Issue Date: September 13, 2024

RFP Title: Catalyzing Diversity, Equity, and Inclusion to Support Oyster  
Aquaculture and Restoration

Point of Contact (POC): Chip Heil (cheil@pewtrusts.org)

Key Dates:

Deadline for requests for clarifications	September 27, 2024
Anticipated release of Pew’s responses to requests for clarifications	October 11, 2024
<b>Deadline for submission of proposals</b>	<b>November 1, 2024</b>
Anticipated date of award notification(s)	December 2, 2024
Anticipated start date of awarded agreement(s)	February 3, 2025
Anticipated completion of awarded agreement(s)	Last signature plus 18 months (approx. August 2026)

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 Request for Proposal (RFP), The Pew Charitable Trusts (Pew) is soliciting proposals from organizations and individuals (Respondents) to advance diversity, equity, and inclusion (DEI) within the shellfish aquaculture industry and to encourage future initiatives to promote DEI to achieve sustainable growth for restoration and aligned industry efforts, as detailed in Appendix A (Scope of Work).

Pew, in cooperation with The Nature Conservancy (TNC), is co-leading the Supporting Oyster Aquaculture and Restoration (SOAR) program. This RFP was established as part of SOAR to support broad, strategic actions that can advance DEI. As such, through this RFP, Pew intends to fund three (3) to four (4) proposals, at a value of approximately \$75,000 to \$100,000 each, to plan and execute projects that enable conditions to advance DEI within the shellfish aquaculture industry. The anticipated start date is February 2025, with funding running for 18 months (approx. through August 2026). Industry members or an aligned organization with a clear industry partner are eligible to apply. Funding priorities are listed in Appendix A. This work will be completed in collaboration with Pew and TNC staff leading the SOAR program.

### **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 [www.pewtrusts.org](http://www.pewtrusts.org).

### **Background on the Nature Conservancy:**

The Nature Conservancy works around the world to conserve the lands and waters on which all life depends. TNC builds from its more than 65 years of experience in advancing transformative solutions to protect both nature and people. TNC is invested in developing innovative solutions to the world's biggest problems facing nature and people, focusing on addressing climate change; protecting oceans, lands, and freshwater; and developing strategies to sustainably feed a growing population. For more information about TNC, please see: [www.nature.org](http://www.nature.org).

### **Background on the Supporting Oyster Aquaculture and Restoration Program:**

Launched in 2020 as a response to the COVID-19 pandemic, the SOAR program initially had two key areas of strategic focus: (1) purchasing farmed native oysters and placing them in nearby oyster restoration projects, providing an additional income stream for growers and aiding in reef recovery; and (2) providing resiliency grants to native shellfish growers and aligned organizations to further collaborative marine conservation efforts and foster economic opportunities for native shellfish farming in the U.S. Building off the success of the initial program, SOAR was expanded in 2023 to incorporate a third area of focus: to co-create opportunities for oyster aquaculture and restoration with underrecognized, underrepresented, and underserved communities, and Indigenous communities. For more information about SOAR, please see: [www.nature.org/soar](http://www.nature.org/soar).

## Instructions

**All** 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; **phone calls will not be accepted**. Phone calls not initiated by Pew to discuss the RFP or ask questions **are not** 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 published to the Pew website. Requests for clarifications must be received no later than September 27, with Pew publishing responses to requests for clarifications no later than October 11. 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 Office format, using 8.5" x 11" sized layouts.
2. Not exceed ten (10) pages. This page limit does not include the following:
  - a. Request for Proposals Cover Sheet (Appendix B)
  - b. Resumes and or CVs
  - c. Past performance examples
  - d. References
  - e. Required Appendix forms (listed at the bottom of this RFP):
    - Completed budget template
    - Completed Provider Summary Form
    - A detailed response of your organization's ability to comply with critical Conditions of Agreement that will govern the resulting agreement (Agreement) as further set forth in Appendix E.
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.
  - b. Resumes/CVs, specific qualifications, and proposed role of key individuals, and any subcontractors, who will carry out the Scope of Work.
  - c. Brief description of Respondent's capabilities and past performance of completed projects of similar size and complexity.
  - 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. Pew is committed to maintaining an environment where diversity is valued and respected in all aspects of our operations as well as in the operations of our partners, vendors, and suppliers. Embedded in this commitment is a desire to be inclusive in how we select and engage Respondents with whom we do business.

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

The RFP is open to applicants in the United States as well as in U.S. Territories and Tribal Nations. Proposals will be reviewed and evaluated based on the criteria below. All proposals will be assigned scores ranging from 0 to 100 points. Pew and TNC staff will review all proposals and recommend award allocation.

Criteria	Description
<b>Alignment with priorities</b> (20 points)	This criterion assesses how closely the proposed project aligns with the priorities in Appendix A. Applicants should clearly state which priority/priorities the project addresses and be able to demonstrate impact.
<b>Approach and methodology</b> (20 points)	This criterion assesses how detailed the proposal is, whether the approach and methods can meet the proposed goals, and whether anticipated challenges have been sufficiently thought through and addressed to the extent possible.
<b>Demonstration of commitment to diversity, equity, and inclusion</b> (15 points)	This criterion assesses whether the proposed project advances diversity, equity, and inclusion in its approach to the proposed work and includes quantifiable metrics or methods to evaluate the work’s impact.
<b>Outcomes attainable within time period</b> (15 points)	This criterion assesses whether the goals and outcomes in the application are realistic and can be accomplished within 18 months. Applicants should clearly state what the goals and expected outcomes are and how they relate to the timeline for the work.
<b>Scale of impact and potential for sharing outcomes</b> (15 points)	This criterion assesses the project's larger impact on the shellfish aquaculture industry during and beyond the award period, and the ways lessons learned will not only be shared but also involve the communities that are meant to benefit from the project.
<b>Industry partnership</b> (10 points)	This criterion assesses whether the Applicant is an industry member or an aligned organization with an industry partner. Industry members include, but are not limited to, shellfish growers, industry associations, and supply chain companies. While Applicants are not required to be an industry member, full points will be awarded for industry-led proposals, with half points being awarded for proposals absent a clearly defined industry partner.
<b>Cost effectiveness of budget*</b> (5 points)	This criterion assesses the proposed budget, whether the funds have been carefully allocated and itemized to the extent practical, and whether all costs have been taken into consideration.

\*Match Funding

Match funding is not required. Where match funding or in-kind resources are available, applicants should note if the match is applied for, pledged, or in hand. Accompanying documentation is requested but not required. The funds provided as part of this RFP are private philanthropic funds and, therefore, are eligible to be used as match toward various public grants.

## 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.

This language in the agreement specifies that Pew is not to use Indigenous Cultural and Intellectual Property (ICIP) for any purpose other than in accordance with the free, prior, and informed consent provided by the relevant ICIP Rights Holders and to attribute the ICIP Rights Holders in any permitted use of ICIP in a manner approved by the ICIP Rights Holders, unless otherwise advised by the ICIP Rights Holders. Please see Exhibit G.

### **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 (below)

Appendix B: Request for Proposals Cover Sheet (attached)

Appendix C: Price Proposal Template (attached)

Appendix D: Respondent Summary Form and Vendor Data Notification (attached)

Appendix E: Conditions of Agreement (below)

Appendix F: Personal Data (below)

Appendix G: Indigenous Cultural and Intellectual Property (below)  
Appendix H: Pew Guidelines for Survey Methods Statement (below)  
Appendix I: Pew's Expectations for Research Review (below)

## APPENDIX A

### Scope of Work

**Purpose**

Healthy oyster populations play important roles in the environment, in addition to providing economic benefits to many coastal communities. Productive oyster reefs create habitat for marine life, filter pollutants from water, and, in some circumstances, can stabilize shorelines and absorb wave energy from damaging storms. However, decades of overharvesting, disease, habitat modification, and water quality degradation have led to steep declines of wild oysters in the U.S. as well as throughout the world.

Aquaculture is one of the fastest growing forms of food production in the U.S. Some forms of aquaculture, when done in an environmentally sustainable manner, can provide important social and environmental benefits. Several peer-reviewed publications show that shellfish farms—with the right practices, in the right places—can help restore ocean health while supporting economic development and food production in coastal communities. But as aquaculture has increased in popularity, considerable challenges have surfaced related to sustainable and equitable growth at the nexus of DEI, aquaculture, and restoration. Through conversations with community and industry leaders, the SOAR program has identified a need for mentorship, community connections, practical skill-building and education, and accessibility within the shellfish aquaculture industry.

In response, Pew is seeking to fund three (3) to four (4) proposals, at a value of approximately \$75,000 to \$100,000 each, to plan and execute projects that address one or more of these challenges through workforce development and education to increase exposure to restorative aquaculture<sup>1</sup>; invest in resources for underrecognized<sup>2</sup>, underrepresented<sup>3</sup>, and underserved<sup>4</sup> communities, and Indigenous communities (hereafter, communities); and develop collaborative opportunities to cultivate and retain a more diverse workforce. Pew will prioritize proposals that address one or more of the funding priorities outlined below.

To note, the development of this RFP revealed critical challenges in mentorship, practical skills, and accessibility within the shellfish aquaculture industry, alongside strong motivations for participation rooted in sustainable practices, educational opportunities, and community connections. While this RFP cannot fully address every challenge facing the industry, it is Pew’s intention that this RFP complements ongoing efforts to foster a more inclusive and equitable shellfish aquaculture industry and encourages future initiatives to promote DEI to achieve sustainable growth for restoration and aligned industry efforts.

Priority	Goal	Example activities
<b>Workforce development and education</b>	Increase opportunities or reduce barriers to entry for communities	Mentorship or training programs (e.g., via a partnership with Sea Grant or farmers) to teach key in-water shellfish

<sup>1</sup> Pew defines **restorative aquaculture** as: commercial or subsistence aquaculture that provides direct ecological benefits to the environment, with the potential to generate net-positive environmental outcomes.

<sup>2</sup> Pew defines **underrecognized communities** as: people who share a common identity that is less often “recognized” (cited, consulted, included) than would be expected based on need or population.

<sup>3</sup> Pew defines **underrepresented communities** as: people who share a common identity that shows up in a particular context less often than expected based on population.

<sup>4</sup> Pew defines **underserved communities** as: groups that have limited or no access to resources, or that are otherwise disenfranchised. These groups may include people who are economically disadvantaged; people with limited English proficiency; geographically isolated or educationally disenfranchised people; people of color as well as those of ethnic and national origin minorities; women and children; individuals with disabilities and others with access and functional needs; and seniors.

	<p>to engage in shellfish aquaculture.</p>	<p>aquaculture skills and make the industry more accessible.</p> <p>Collaborative professional development trainings or workshops that focus on the “soft skills” needed to start and operate a small aquaculture business.</p> <p>Immersive training partnerships and networking opportunities to scale knowledge and resources.</p>
<p><b>Narrowing the DEI data gap in the shellfish aquaculture industry</b></p>	<p>Coordinate the collection and maintenance of shellfish aquaculture demographic data to better understand the workforce and its needs.</p>	<p>Gather qualitative data to further understand barriers for underrecognized groups in shellfish aquaculture and write up results and recommendations for addressing them.</p> <p>Conduct a shellfish aquaculture industry supply chain (e.g., input providers, producers, wholesalers, consumers) study that investigates the linkages between qualitative knowledge of barriers and opportunities to demographic trends and other factors.</p> <p>Identify interested communities and co-develop a shellfish aquaculture implementation plan that includes a strategy for data collection and maintenance.</p>
<p><b>Direct funding opportunities or programs to improve accessibility</b></p>	<p>Reduce barriers to entry, allow for educational opportunities, or set up mechanisms to support shellfish aquaculture industry growth and reinvestment.</p>	<p>Provide financial support to streamline permitting and/or reporting requirements without jeopardizing safety and conservation, or develop permits, leases, co-ops, shared equipment, or other opportunities aimed at increasing accessibility and helping generate shellfish aquaculture community resources.</p> <p>Investigate conservation finance<sup>5</sup> tools and launch a pilot to test a strategy that can expand shellfish aquaculture while making investments in workforce development and restoration of the natural resource.</p> <p>Fund comprehensive support systems—e.g., transportation, childcare, stipends—to enable participation in shellfish aquaculture workforce development programs.</p>

<sup>5</sup> Conservation Finance Network, Conservation Finance 101: <https://www.conservationfinancenetwork.org/conservation-finance-101>.



<p><b>Telling the story of DEI in shellfish aquaculture</b></p>	<p>Highlight stories to share the diversity of people working in the shellfish aquaculture industry and empower others to join the industry and replicate these practices.</p>	<p>Cultivate opportunities for diverse voices from communities to tell their story to create community and build connections.</p>
		<p>Conduct a “road show” to facilitate in-person, community conversations, and launch a platform to share these stories.</p>
		<p>Produce and publish a short documentary on how shellfish aquaculture can benefit communities.</p>

Timeline

Pew anticipates a project duration of up to 18 months.

## APPENDIX B

### Request for Proposals Cover Sheet

Please include the provided cover sheet.

(SEE ATTACHED)

**APPENDIX C**  
Price Proposal Template

Please provide the proposed budget in the template provided.

(SEE ATTACHED)

## APPENDIX D

### Respondent Summary Form and Vendor Data Notification

Please complete the attached.

(SEE ATTACHED)

## APPENDIX E

### 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 not 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. Intellectual Property. 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. Datasets. 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. Representations and Warranties. 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. No Campaign Intervention. 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. Ethics Requirements. 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. Insurance. Depending on the Scope of Work, Selected Respondent may be required to maintain insurance coverage including, but not limited to, General Liability (\$1,000,000 per

occurrence, \$2,000,000 aggregate, \$1,000,000 personal and advertising, \$2,000,000 aggregate); Workers Compensation and Employer's Liability (not less than \$500,000 each accident for bodily injury by accident, and \$500,000 each employee and policy limit for bodily injury by disease); Professional Liability (with a minimum limit of \$3,000,000 each claim/aggregate); Umbrella Liability (with a \$3,000,000 limit). As a reminder, if for any reason, Respondent cannot meet Pew's insurance requirements (for example, if Respondent is self-insured or otherwise), Respondent should state the reasoning and its current insurance coverage in the proposal.

7. Indemnification. 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.
8. Pew Limitation of Liability. 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.
9. Termination Rights. Each party may terminate the Agreement upon the other party'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.
10. Governing Law. 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.
11. Best Rate Available. 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).
12. Right to Audit. 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.
13. Personal Data. Selected Respondent must agree to comply with all applicable laws, regulations, and personal data requirements, which are attached as Appendix F to this RFP. 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 F

### Personal Data

Unless otherwise specified in the Agreement, Selected Respondent represents and warrants that no Personal Data (defined below) relating to non-U.S. residents shall be processed or transferred from the European Union or any other jurisdiction outside of the United States to the United States under an Agreement. Pew represents and warrants that Pew shall not knowingly transfer Personal Data relating to non-U.S. residents to Selected Respondent under any Agreement.

If processing, including transferring, of any Personal Data is performed under an Agreement, Selected Respondent shall comply with the Data Protection Law (defined below) in connection with the processing, including transfer, of Personal Data for purposes of the Agreement. Specifically, Selected Respondent represents and warrants that: (i) it shall not disclose any Personal Data except where it is lawful; (ii) it shall carry out the sharing of any Personal Data obtained from Data Subjects (defined below) pursuant to the Agreement in accordance with any notices supplied to, and consents obtained from, Data Subjects; (iii) it shall enter into any additional contractual clauses or addenda as may be necessary for compliance with the Data Protection Law; and (iv) it shall not process any Personal Data other than in accordance with (a) any applicable consents, (b) any applicable privacy policies or other conditions as notified to Selected Respondent by Pew, and (c) applicable law, including the Data Protection Law.

Selected Respondent agrees to provide Pew written notice of any reasonably suspected or actual information security or other incident that compromises the security, integrity, confidentiality, or availability of Personal Data, and any such incident shall be deemed a breach of the Agreement. Within seventy-two (72) hours of discovery of the data security incident, without waiver of any other rights and remedies available to Pew, including, but not limited to, Pew's rights under the indemnification section of the Agreement, Selected Respondent shall cooperate (and cause its Personnel to cooperate) with Pew on taking reasonable steps to ensure the security, integrity, confidentiality, and/or availability of the data.

Each Party shall also, upon request of the other Party, provide all such assistance as the other Party may reasonably request to comply with its obligations under Data Protection Law (including responding to any requests from a supervisory authority or Data Subject and providing copies of any and all notices and consents a Party has provided to Data Subjects) in relation to the transfer of the Personal Data to the other Party.

For the purposes of the Agreement:

- (i) "Data Protection Law" means any applicable data protection or privacy laws to which either Party, as applicable, is subject to in connection with the Agreement; and
- (ii) "Personal Data" means any information relating to an identified or identifiable natural person (a "Data Subject").



## APPENDIX G

### Indigenous Cultural and Intellectual Property

Indigenous Cultural and Intellectual Property, or ICIP, refers to the rights of Indigenous peoples to their cultural heritage. Heritage comprises all objects, sites, expressions, and knowledge, the nature or use of which has been transmitted or continues to be transmitted from generation to generation, and which is regarded as pertaining to a particular Indigenous group or its territory.

For the purposes of this Agreement, Indigenous refers to the Aboriginal and Torres Strait Islander peoples of Australia (Indigenous).

The Parties acknowledge the ICIP rights of Indigenous peoples to own, control, maintain, protect and develop their ICIP in accordance with the [United Nations Declaration of the Rights of Indigenous Peoples](#).

In relation to any ICIP incorporated in the Work Product, the Parties agree:

- a) Ownership of ICIP remains with the relevant ICIP Rights Holders;
- b) To respect and adhere to the [Australian Institute of Aboriginal and Torres Strait Islander Studies Code of Ethics for Aboriginal and Torres Strait Islander Research](#);
- c) To respect any cultural protocols that may apply to the ICIP, as identified by the Grantee or the relevant ICIP Rights Holders;
- d) Not to use ICIP for any purpose other than in accordance with the free, prior, and informed consent provided by the relevant ICIP Rights Holders; and
- e) To attribute the ICIP Rights Holders in any permitted use of ICIP in a manner approved by the ICIP Rights Holders, unless otherwise advised by the ICIP Rights Holders.

If Pew intends to use the Work Product in any way other than in accordance with the license in Article 17, it must seek the free, prior, and informed consent of the ICIP Rights Holders and negotiate appropriate benefit-sharing agreements with ICIP Rights Holders in consideration of any approved use of their ICIP.

For any ICIP which is or may be incorporated in the Work Product, the Grantee agrees to:

- a) Seek the free, prior, and informed consent from the relevant ICIP Rights Holders on behalf of Pew for Pew's proposed use of the ICIP incorporated in the Work Product as outlined in this Agreement; and
- b) To provide contact information for the ICIP Rights Holders to Pew in order to assist Pew in seeking consent for any future uses of the ICIP outside the scope of the Purpose, subject to the ICIP Rights Holders giving their consent to be contacted.

## APPENDIX H

### Pew Guidelines for Survey Methods Statements

*The information in this appendix describes Pew's transparency and disclosure standards. It is included in this RFP as a reference to potential offerors.*

The following items are required to be included in methods statements to describe how the survey was conducted. The information should either be included in the document or released upon request. The method statement and topline must be available at the time that the survey results become public.

Prior to public release, completed methods statements should be reviewed by Pew's survey methods team, who can be reached at [survey@pewtrusts.org](mailto:survey@pewtrusts.org).

**Who Sponsored the Research and Who Conducted It:** Name the sponsor of the research and the party(ies) who conducted the study. If the original source of funding is different than the sponsor, this source will also be disclosed.

**Measurement Tools/Instruments:** Measurement tools include questionnaires with survey questions and response options, show cards, or vignettes. The exact wording and presentation of any measurement tool from which results are reported, as well as any preceding contextual information that might reasonably be expected to influence responses to the reported results and instructions to respondents or interviewers should be included.

**Population Under Study:** Survey and public opinion research can be conducted with many different populations including, but not limited to, the general public, voters, or people working in particular sectors. Researchers will be specific about the decision rules used to define the population when describing the study population, including location, age, other social or demographic characteristics (e.g., persons who access the internet), and time (e.g., immigrants entering the U.S. between 2015 and 2019).

**Dates of Data Collection:** Disclose the dates of data collection.

**Method Used to Generate and Recruit the Sample:** The description of the methods of sampling includes the sample design and methods used to contact or recruit research participants.

1. Explicitly state whether the sample comes from a frame selected using a probability-based methodology (meaning selecting potential participants with a known non-zero probability from a known frame) or from the rare use of a nonprobability sample (following review and approval by the RRS survey team and Pew Research Center leadership).
2. Probability-based sample specification should include a description of the sampling frame(s), list(s), or method(s).

1. If a frame, list, or panel is used, the description should include the name of the supplier of the sample or list and nature of the list (e.g., registered voters in the state of Texas in 2018, pre-recruited panel or pool).
2. If a frame, list, or panel is used, the description should include the coverage of the population, including describing any segment of the target population that is not covered by the design.
3. Provide a clear indication of the method(s) by which participants were contacted, selected, recruited, intercepted, or otherwise contacted or encountered, along with any eligibility requirements and/or oversampling.
4. Describe any use of quotas.
5. Include the geographic location of data collection activities for any in-person research.
6. Explicitly state if sampling came from a census of the target population. Provide details of any strategies used to help gain cooperation (e.g., advance contact, letters and scripts, compensation or incentives, refusal conversion contacts) for participation in a survey. Describe any compensation/incentives provided to research subjects and the method of delivery (debit card, gift card, cash).

**Method(s) and Mode(s) of Data Collection:** Include a description of all mode(s) used to contact participants or collect data or information (e.g., CATI, CAPI, ACASI, IVR, mail, Web for survey; paper and pencil, audio or video recording, etc.) and the language(s) offered or included.

**Sample Sizes (by sampling frame if more than one frame was used) and (if applicable) Discussion of the Precision of the Results:**

1. Provide sample sizes for each mode of data collection (for surveys, include sample sizes for each frame, list, or panel used).
2. For probability sample surveys, report estimates of sampling error (often described as “the margin of error”) and discuss whether the reported sampling error or statistical analyses have been adjusted for the design effect due to weighting, clustering, or other factors.
3. Reports of nonprobability sample surveys will only provide measures of precision if they are defined and accompanied by a detailed description of how the underlying model was specified, its assumptions validated, and the measure(s) calculated.

**How the Data Were Weighted:** Describe how the weights were calculated, including the variables used and the sources of the weighting parameters.

**How the Data Were Processed and Procedures to Ensure Data Quality:** Describe validity checks, where applicable, including but not limited to whether the researcher added attention checks, logic checks, or excluded respondents who straight-lined or completed the survey under a certain

time constraint, any screening of content for evidence that it originated from bots or fabricated profiles, re-contacts to confirm that the interview occurred or to verify respondent's identity or both, and measures to prevent respondents from completing the survey more than once. Any data imputation or other data exclusions or replacement will also be discussed. Researchers will provide information about whether any coding was done by software or human coders (or both); if automated coding was done, name the software and specify the parameters or decision rules that were used.

**A General Statement Acknowledging Limitations of the Design and Data Collection:** All research has limitations, and researchers will include a general statement acknowledging the unmeasured error associated with all forms of public opinion research.

## APPENDIX I

### 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 underlie 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 is 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 as well as whether the conclusions are appropriately drawn from the analyses, anticipates any criticism, and provides 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; it is 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 teams and their providers/grantees (when applicable) select peer reviewers; RQS does not approve selections.