



**Request for Quotation (RFQ):
Legal and Policy Research on the Potential for an
International Tribunal for the Law of the Sea Advisory
Opinion on Unregulated Fishing**

November 5, 2025

The Pew Charitable Trusts (“Pew”) requests your organization (Respondent) submit a quotation (Quote) for the services to provide *Legal and Policy Research and Analysis on the Potential for an International Tribunal for the Law of the Sea (ITLOS) Advisory Opinion on Unregulated Fishing* as further detailed herein and in the attached Scope of Work document (Appendix A).

PEW POINT OF CONTACT FOR QUESTIONS, COMMUNICATIONS AND QUOTE SUBMISSION

All communications concerning this RFQ must be submitted in writing **via electronic mail to:**

Name: Edit Tukszar

Email: etukszar@pewtrusts.org

Voice: +1 (202) 540 6427

Any verbal information received from Pew personnel or any other entity should not be considered an official response to any requests for clarifications regarding this RFQ.

QUOTATION DUE DATE AND INSTRUCTIONS

- Clarifying questions must be received by Pew by November 14, 2025.
- Please submit your Quote to the Pew point of contact above; all Quotes must be received by November 28, 2025.
- Quotes must include a validity period of 120 days from the submission date.

OVERVIEW

Pew is exploring options to promote stronger governance of unregulated fishing on the high seas. To this end, Pew is seeking expert analysis on the potential value of an ITLOS advisory opinion focused on viability and impact of ITLOS action, and the most effective legal, procedural, and diplomatic pathways to advocate for competent bodies to request such an opinion.

BACKGROUND ON THE PEW CHARITABLE TRUSTS

Pew is a United States (U.S.) nonprofit organization and Section 501(c)(3) public charity. Founded in 1948, Pew uses data to make a difference. Pew addresses the challenges of a changing world by illuminating issues, creating common ground, and advancing ambitious projects that lead to tangible progress. 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.

Request for Quotation (RFQ) Attachments

Appendix A – Scope of Work – This section lays out Pew’s needs and requirements.

Appendix B – Price Proposal Template – This document includes the template Respondents should use to submit pricing proposals.

Appendix C – Conditions of Agreement – This document is a non-exhaustive summary of terms and conditions that will be included in the final agreement. A full set of terms and a template agreement will be shared with either the top contenders, or the selected Respondent, at Pew’s sole discretion.



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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.

RFQ INSTRUCTIONS

Please submit the following documents electronically, as detailed below, in response to this request:

- Brief (1-2 pages, exclusive of resumes) summary of your organization and resumes of personnel (including any subcontractors) who may perform the work.
- Detailed statement of your organization's capabilities and those of your personnel to perform each deliverable or activity as described in Appendix A. If necessary, please include assumptions on which your proposal is based.
- Completed pricing proposal. Your pricing submission should be provided in accordance with the format attached hereto as Appendix B.
- 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 C.

Pew reserves the right to use information submitted in response to this RFQ in any manner it may deem appropriate in evaluating the Quotes. Ownership of all data, materials, and documentation originated and prepared for Pew pursuant to this RFQ shall rest exclusively with Pew (not including any of your preexisting intellectual property rights contained in such submission).

This RFQ, 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 Respondent signing a mutually acceptable agreement. Respondents who are notified that Pew is interested in their services/products shall not start any work for Pew, or incur any expense, before an agreement between Pew and the Respondent is fully executed.

Pew reserves the right to accept or reject, without consideration, Quotes that arrive late or to obtain Quotes from, and negotiate with, third parties outside of this RFQ at any time. Pew also reserves the right to modify or cancel this RFQ at any time and to make all decisions respecting this RFQ.

If you need assistance or accommodation to participate in this RFQ process, please reach out to the Pew point of contact as soon as possible.

BEST OFFER

Best-offer Quotes 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.

NO FINANCIAL LIABILITY FOR QUOTATION PREPARATION

Pew will not be financially or otherwise liable to pay for any costs associated with the preparation, submission, or presentation of Quotes in response to this RFQ.

By submitting a Quote, your organization acknowledges and agrees it has read, understands, and accepts, the RFQ documents, including all Appendices and attachments.



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Enclosures:

Appendix A – Scope of Work

Appendix B – Price Proposal Template

Appendix C – Conditions of Agreement

Appendix D – Personal Data

Appendix E – International Requirements



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APPENDIX A
Scope of Work

(SEE ATTACHED)



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APPENDIX B

Price Proposal Template

(SEE ATTACHED)



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APPENDIX C
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. 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 Quote must indicate which condition(s) the Selected Respondent cannot agree to, an explanation of 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 Quote 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 data sets used in connection with the Work Product and grant Pew an unrestricted license to all such data sets.
3. 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.
4. 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 Quote.
5. 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



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Agreement, (ii) performance under the Agreement, or (iii) intentional misconduct or negligent acts or omissions, of Selected Respondent or its personnel.

6. 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.
7. 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.
8. 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.
9. 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).
10. 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.
11. Personal Data. Selected Respondent must agree to comply with all applicable laws, regulations, and personal data requirements, which are attached as Appendix D to this RFQ. Depending on the Scope of Work, additional requirements may be included in the Agreement.
12. International Requirements. Selected Respondent must agree to comply with the international requirements, which are attached as Appendix E to this RFQ.
13. No Legal Services. The scope of services provided by the Selected Respondent shall not include the provision of any legal advice or services and the Selected Respondent shall not serve as Pew's attorney or legal representative in any form.

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



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APPENDIX D

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").



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APPENDIX E

International Requirements

1. Non-U.S. Provider (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. Non-U.S. Taxes. 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. Compliance With Laws. 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 the United States of America 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



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shall provide Pew with copies of all documents requested by Pew to verify Selected Respondent's representations set forth herein.

5. Anti-Corruption and Export/Import Requirements.

- 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



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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 Agreement, if Selected Respondent violates the FCPA, other applicable anti-corruption laws or regulations, or Section XX 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.



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- 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. Anti-Terrorism. 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. Travel. It is understood and agreed that the services and/or activities set forth in the Agreement may involve travel outside of the United States of America (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.