



# **Code of Conduct and Good Practice**

**for Members of the**

**Marketing Research and Intelligence Association**

**December 2007**

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# **SECTION A: INTRODUCTION**

## **1. Foreword**

In 2006, the International Standards Organization (ISO) published a comprehensive international standard for market, opinion and social research (ISO 20252). Nearly 30 countries worked together to develop this standard, including Canada, which was represented by the Marketing Research and Intelligence Association (MRIA). The Association's standards are largely consistent with ISO 20252 and in some cases exceed it. In discussions with the Standards Council of Canada (SCC), the MRIA learned that it could augment ISO 20252 and create a Canadian quality standard. Drawing from our Standards and Rules of Practice for Corporate Members, the MRIA has supplemented the ISO document with additional requirements for Canada. We expect that once it meets the approval of the SCC and/or the Canadian Standards Association, certification reviews of Gold Seal Members will be based on the new Canadian quality standard.

Also in 2006, an MRIA Standards Task Force undertook a substantive review of two existing Association documents:

- Standards and Rules of Practice for Corporate Members; and
- Rules of Conduct and Good Practice for Individual Members

The Task Force concluded that most of the provisions in the two documents are consistent; however, one section is not: procedures for lodging and handling complaints. In addition, the Internet research sections in both documents are inadequate, having been developed in 2001. Finally, the documents overlap one another and contain both quality standards and ethical rules of conduct. The Task Force decided that a logical solution would be to revise the documents so that the quality standards and ethical rules were clearly delineated.

As a result, quality standards are now enshrined in the proposed Canadian standard for market, opinion and social research (ISO 20252 + additions). The ethical rules for the conduct of research are contained in this document. In many instances, separating ethical rules from quality standards is impossible. Clauses that address good ethical conduct could be equally interpreted as essential for ensuring high quality research. As such, clauses of this type are also found in this document.

## **2. The Marketing Research and Intelligence Association**

The Marketing Research and Intelligence Association (MRIA) is Canada's premier organization for professional researchers engaged in the practice of market, opinion or social research in Canada. The Association's mission is to be the leader in promoting excellence in the practice of marketing and social research and in the value of market information. As an organization, MRIA strives to

- 1) Provide the means for all members to achieve high levels of expertise and ethical responsibility in the conduct of research; and
- 2) Promote respect for, and public recognition of, the value of research in Canada.

MRIA is a major provider of publications, seminars, education courses, conferences to research and business professionals in Canada.

## **3. Professional Goals**

Members of the MRIA all have in common the single goal of encouraging excellence in the conduct of marketing, social and opinion research in Canada and elsewhere. In addition, MRIA promotes the responsible use of research for decision-making in the public and corporate domains and works to increase public understanding of research methods.

Members of the MRIA promise to:

- Act in accordance with the Association's Code of Conduct and Good Practice, and the principles they embody.
- Uphold high standards of professional competence and ethical conduct and refrain from any activities likely to impair the public's confidence in marketing, social or opinion research.
- Ensure that research is conducted appropriately at all times, matching the appropriate tools to the objectives and avoiding research which is inadequate, misleading or inaccurate.

Member companies have an obligation to:

- Comply with both the MRIA's Quality Standard and its Code of Conduct and Good Practice, and to reaffirm the company's commitment to them each year upon membership renewal.
- Be accountable to the public, and the companies and organizations they serve.
- Respect the professional integrity and confidentiality of member companies. Work proposed or undertaken by a member company at the request of another should be treated with utmost professionalism.

#### **4. The Application of the Code**

The general section of this Code applies to all research activities which members undertake involving the collection and/or analysis of data from a sample of individuals, households or organizations involving attitudes, beliefs, behaviour, articles in their possession or any other characteristic. This includes all forms of marketing, social, political or opinion research including consumer and corporate research, qualitative research, panel research, ethnological and anthropological research, mystery shopping, mixed-mode, Internet research or any research activity.

The Code herein is largely based on rules developed by the MRIA's three predecessor associations:

- The 2001 revision to the Professional Marketing Research Society's Rules of Conduct and Good Practice;
- Standards and Rules of Practice developed by the Canadian Association of Marketing Research Organizations;
- Internet research standards that were developed in 2004 by a working group of the Canadian Survey Research Council.

This Code is fully compatible with the ICC/ESOMAR International Code of Marketing and Social Research Practice; however, the organization and structure of the MRIA and ICC/ESOMAR codes are different.

Sections of the Code are fully binding on members where the phrasing of a particular section or sentence indicates that a member *shall* or *must* abide by the procedure or action indicated. Sections or sentences with use of the word "should" are not intended to be binding but to be advisory in nature and to suggest preferred courses of action.

Members all have a mutual stake in the strict observance of the fully binding rules of this Code. Violation of the rules could result in disciplinary action as per the Association's Constitution.

#### **5. Charter of Respondent Rights**

Members must uphold the MRIA Charter of Respondent Rights (See Section F, Appendix 2).

#### **6. Disciplinary Action**

Breaches of this Code of Conduct or other actions which bring discredit to the profession or this Association may be subject to disciplinary action (See Section F, Appendix 3).

## 7. Code Definitions

<b>Children/Young Person</b>	For the purpose of the Code, children are defined as under 13 and young people are defined as those aged 13 to 17. The consent of a parent or responsible adult is required before interviewing children and recommended before interviewing young people. In the case of qualitative research, adult consent is required for kids under 16. Members should consult specific sections of the Code for rules pertaining to specific age groups: i.e. B22, C5, D8 and E.
<b>Client</b>	Any individual, organization, institution, department or division, including any belonging to the same organization as the practitioner, responsible for commissioning a research project.
<b>Focus Group</b>	An informal discussion with a small number of selected participants conducted by a skilled moderator.
<b>Interview</b>	Any form of contact intended to generate information from a respondent.
<b>Moderator</b>	An individual responsible for facilitating the interaction of the members of a qualitative research study.
<b>Monitoring</b>	The process of a supervisor listening to an interviewer interview a respondent.
<b>Overly long questionnaire</b>	Questionnaires vary in length of time depending on variables such as subject matter, the number of open-ended questions, and the frequency of use of complex scales. As a general guideline, the following are generally considered 'overly' long: <ul style="list-style-type: none"><li>▪ A personal interview in-home - over 60 minutes</li><li>▪ A telephone interview - over 30 minutes</li><li>▪ An Internet-based interview.....- over 30 minutes</li><li>▪ A mall intercept interview - over 30 minutes</li></ul>
<b>Practitioner</b>	Any individual, organization, department or divisions, including any belonging to the same organization as the 'client', responsible for or acting as a consultant on all or part of a research project.
<b>Primary Records</b>	The most comprehensive record of information on which a research project is based (e.g. field instruments, completed questionnaire, taped recordings of interviews, etc).
<b>Proposal</b>	Submission by a practitioner that provides recommendations as to technique, sampling or other design facets, as well as a cost estimate.
<b>Recruiter</b>	A person who identifies and invites respondents to participate in a research project.
<b>Research</b>	Research is the collection and analysis of data from a sample of individuals or organizations relating to their characteristics, behaviour, attitudes, opinions or possessions. All forms of marketing and social research are included such as consumer and business, qualitative and observational studies, competitor intelligence, sociological and psychological investigations.
<b>Researcher</b>	Same definition as practitioner.

<b>Respondent</b>	A respondent is any individual or organization from whom any information is sought by the researcher for the purpose of a marketing or social research project outlined above. This includes those approached for research purposes whether or not substantive information is obtained from them and includes those who decline to participate or withdraw at any stage from the research.
<b>Secondary Records</b>	Any record of information on which a research project is based apart from primary records (e.g., computer input, coding and editing instructions, etc).
<b>Subcontractor</b>	Another firm or research organization retained by the original research company to conduct certain portions of a research project.
<b>Young Person/ Children</b>	See Children/Young Person.

## **SECTION B: GENERAL RULES OF CONDUCT**

### **TEN CORE PRINCIPLES**

The following principles summarize the ideas enshrined in this Code. These principles are founded upon the history of practice of marketing research in Canada, the ICC/ESOMAR Code of Marketing and Social Research and the principles underlying Canada's *Personal Information Protection and Electronic Documents Act*.

#### **Principle 1: Consent**

Contact with members of the public is at all times to be undertaken with their consent and with observance of their right to withdraw at any time.

#### **Principle 2: Public Confidence**

Members should act in a manner that serves to promote and augment, not diminish the confidence of the public in research in general.

#### **Principle 3: Public's Right to Privacy**

The use of research data should extend only to those purposes for which consent was received. The public's desire for privacy and anonymity is to be respected.

#### **Principle 4: Accuracy**

Members agree to use those research methods which are appropriate to the research goals, and to avoid conducting research which would be inaccurate or misleading. Members must be accurate in all aspects of research and refrain from purporting or suggesting levels of accuracy, which are greater than is warranted by the nature of the research. Members shall report and interpret their results in a manner that represents these results accurately and acknowledges such limitations on the research, which in the absence of such acknowledgement, might mislead.

#### **Principle 5: Ethical Practice**

Members shall at all times act honestly, ethically and fairly in their dealings with all members of the public, clients, employers, subcontractors and each other. They will refrain from activities which show disrespect or otherwise unjustifiably demean, criticize or disparage others.

#### **Principle 6: Client Rights**

Members shall protect the interests of their clients and clients' rights to confidentiality. Members shall ensure that records of research will be held for the appropriate periods and that these will be protected from theft, misuse and inadvertent destruction.

#### **Principle 7: Lawfulness**

Members in their conduct of research shall abide by the prevailing provincial, national and international legislation which applies to the research they conduct.

#### **Principle 8: Competency**

Members agree to uphold high standards of general competency in the design, execution, analysis, reporting, interpretation and consulting phases of all research.

**Principle 9: Familiarity**

Members will undertake to keep themselves, their co-workers and clients informed about the code of conduct to avoid breaches of it, and will undertake also to inform themselves of any recent changes made by accessing, where necessary, such sources as the MRIA website or other material.

**Principle 10: Professionalism**

Members commit themselves to the goal of seeking to continuously improve themselves in their chosen profession.

## **PROFESSIONAL RESPONSIBILITIES**

- Public Confidence*      **1.**      Researchers must not, whether knowingly or negligently, act in any way which could bring discredit on the marketing research profession or lead to a loss of public confidence in it.
- Conformity to Code*      **2.**      Researchers must not allow their names to be used in connection with any research project as an assurance that the latter has been carried out in conformity with this Code unless they are confident that the project has in all respects met the Code's requirements.
- Conduct with Other Researchers*      **3.**      Researchers must not unjustifiably criticize or disparage other Researchers.
- Legality*      **4.**      Marketing research must always conform to the national and international legislation which applies in those countries involved in a given research project.
- Being Informed about the Code*      **5.**      Members must ensure that employees, including part-time and temporary workers and subcontractors, are familiar with and abide by these Rules of Conduct and Good Practice. .
- Avoiding Confusion in Public Statements*      **6.**      Unless authorized by the Executive Director, when talking to the press or media representatives, members should request that their membership in MRIA not be included in any subsequent articles or media reports to avoid their personal views or opinions being confused with those of MRIA.
- In Accordance with Scientific Principles*      **7.**      a) Marketing research must always be carried out objectively and in accordance with established scientific principles.  
b) Members must ensure the reliability and validity of research data as far as reasonably possible when designing research methodologies and instruments and in the collection, processing and analysis of research data.
- Reporting in General*      **8.**      When reporting on the results of a marketing research project, the Researcher must make a clear distinction between the findings as such, the Researcher's interpretation of these and any recommendations based on them.

- 9.**
- a) Researchers must not knowingly allow the dissemination of conclusions from a marketing research project which are not adequately supported by the data. They must always be prepared to make available the technical information necessary to assess the validity of any published findings:
  - b) This entails that:
    - 1) Members must recommend those techniques and methodologies which are appropriate to the objectives of the research, avoiding those which they believe may give misleading results.
    - 2) Members must not provide, or allow without protest, interpretations of the research that are inconsistent with the data.
    - 3) Members must not present research results with greater confidence than the data warrant. Instead, as responsible professionals, members must point out the relevant limitations of the research. This includes but is not limited to the following guidelines:
      - i) Disclosing relevant potential sources of error, both sampling and non-sampling (e.g. response, non-response, measurement, coverage, etc.).
      - ii) Being cautious and explicit about the assumptions made about data accuracy when employing quota or stratification methods with probability samples.
      - iii) Refraining from making statements about margins of sampling error on population estimates when probability samples are not used.

- 10.** Researchers must always strive to design research which is cost-efficient and of adequate quality and then to carry this out to the specification agreed with the Client.

## **RESPONSIBILITIES TO THE PUBLIC**

- Charter of Respondent Rights*      **11.**      Members must uphold the [MRIA Charter of Respondent Rights](#).
- Voluntary Cooperation*      **12.**      Respondents' co-operation in a marketing research project is entirely voluntary at all stages. They must not be misled when being asked for cooperation.
- Overly Long Questionnaires*      **13.**      Overly long questionnaires should be avoided at all costs except where permission has been obtained in advance from the respondent and/or special arrangements have been made.
- Disclosure of Interview Length*      **14.**      The approximate duration of interviews must be disclosed to Respondents when the questionnaire is overly long, as defined in this Code. When the interview length is not considered overly long, Respondents are entitled to know the approximate duration of the interview upon request.
- Business to Business Interviews*      **15.**      When appropriate, appointments for interviews should be made in advance when conducting interviews with representatives of organizations.
- Permission to Recontact*      **16.**      When a Respondent is interviewed as part of a study, the Practitioner should not deliberately seek an additional interview with this specific Respondent unless the Respondent's permission to recontact was obtained during the initial interview.
- Special Handling for Refusals*      **17.**      A potential Respondent who has initially refused to take part in a study should not be contacted for the same study on more than one subsequent occasion in person or by telephone. Any second call should be conducted by a specially trained interviewer or (field) supervisor (i.e. not the original interviewer).
- Guarantees of Anonymity*      **18.**      (a) Respondents' anonymity must be strictly preserved. If the Respondent on request from the Researcher has given permission for data to be passed on in a form which allows that Respondent to be identified personally:
- I.      The Respondent must first have been told to whom the information would be supplied and the purposes for which it will be used, and also
  - II.     The Researcher must ensure that the information will be used for research or customer service purposes only and that the recipient of the information has agreed to conform to the requirements of the Code.
- (b) Respondents must be told prior to commencement of the interview if observation techniques or recording equipment are used, except where these are used in a public place. If the Respondent withdraws from the interview, he or she may request that the recording be erased. The Researcher has an obligation to honour such requests where it is possible to do so, such as recordings of individual interviews.

*Limitations of  
Consent to  
Research  
Purposes*

- 19.** (a) Interviewing must not be used as a disguise for selling or developing sales leads, nor for deliberately influencing the opinions of those interviewed. Client products must not be given to Respondents to develop sales leads.
- (b) Marketing research must not be used to solicit money, to sell products under any circumstances, or to compile mailing lists. Marketing research companies may not conduct telemarketing or other sales activities using their marketing research name.
- (c) When acting in their capacity as Researchers, Researchers must not undertake any non-research activities, for example, database marketing involving data about individuals which will be used to direct marketing and promotional activities. Any such non-research activities must always, in the way they are organized and carried out, be clearly differentiated from marketing research activities.

*Respondent  
Safety*

- 20.** (a) The Researcher must take all reasonable precautions to ensure that Respondents are in no way directly harmed or adversely affected as a result of their participation in a marketing research project.
- (b) No Respondent should be pressured into testing products which he or she does not want to try. Product information such as ingredient lists and instructions including a company name and telephone number must be available to Respondents. If applicable, Respondents must be screened prior to the research for any conditions, including allergies, which would preclude their participation.
- (c) For product evaluations involving the consumption of alcoholic beverages, Researchers must comply with the [ASTM Standard Guide for Sensory Evaluation of Beverages Containing Alcohol \(E1879\)](#).

*Disclosure of  
Researcher's  
Identity*

- 21.** (a) Respondents must be enabled to check without difficulty the identity and bona fides of the Researcher.
- (b) Interviewers must carry with them visible identification from the organization they represent for all face-to-face interviewing. Interviewers must identify themselves by name and organization in an introductory statement on all interviews. If requested by the Respondent, the Interviewer must provide the name, address and/or telephone number of the organization they represent. This information must be clearly indicated on any questionnaire handed out to Respondents.

*Care with  
Children*

- 22.** The Researcher must take special care when interviewing children and young people. The informed consent of the parent or responsible adult must first be obtained for interviews with children.

## **RESPONSIBILITIES OF RESEARCHERS TO CLIENTS**

### *Inform Clients Of Code*

- 23.** The Researcher must ensure that Clients are aware of the existence of this Code and of the need to comply with its requirements.

### *Client Anonymity*

- 24.** The Researcher must not disclose the identity of the Client (provided there is no legal obligation to do so) or any confidential information about the latter's business, to any third party without the Client's permission.

### *Syndication, Sub-contracting and Change of Specifications*

- 25.**
- (a) The Researcher must inform the Client if the work to be carried out for that Client is to be combined or syndicated in the same project with work for other Clients but must not disclose the identity of such Clients without their permission.
  - (b) The Researcher must inform the Client as soon as possible in advance when any part of the work for that Client is to be subcontracted outside the Researcher's own organization (including the use of any outside consultants). On request, the Client must be told the identity of any such Subcontractor.
  - (c) A Practitioner must conduct a study in the manner agreed upon. However, if it becomes apparent in the course of a study that changes in the plan should be made, the Practitioner is obliged to make his or her views (including cost estimates) known to the Client immediately.

### *Detailed Reporting*

- 26.**
- (a) The Researcher must provide the Client with all appropriate technical details of any research project carried out for that Client.
  - (b) Members must describe their methods and findings accurately and in appropriate detail in all research reports, adhering to the standards for minimal disclosure specified below.

The Client is entitled to the following information about any marketing research project to which the Client has subscribed.

- a) Background
  - 1) for whom the study was conducted
  - 2) the purpose of the study
  - 3) names of subcontractors and consultants to perform any substantial part of the work
- b) Sample
  - 1) a description of the intended and actual universe covered
  - 2) the size, nature and geographical distribution of the sample (both planned and achieved)
  - 3) where relevant, the extent to which any of the data collected were obtained from only part of the sample
  - 4) details of the sampling method and any weighting methods used
  - 5) where technically relevant, a statement of response rates and a discussion of any possible bias due to non-response
- c) Data Collection
  - 1) a description of the method by which the information was collected

- 2) a description of the field staff, briefing and field quality control methods used
  - 3) a description of verification and monitoring procedures
  - 4) the method of recruiting Respondents; and the general nature of any incentives offered to secure their co-operation
  - 5) when the fieldwork was carried out
    - (a) (in the case of 'desk research') a clear statement of the sources of the information and their likely reliability
    - (b) the contact record based on last attempt
    - (c) description of response rates and method of calculation
- d) Presentation of Results
- 1) The relevant factual findings obtained
  - 2) Bases of percentages (both weighted and unweighted)
  - 3) General indications of the statistical margins of sampling error to be attached to the main findings in the case of probability samples, and of the levels of statistical significance of differences between key figures
  - 4) the questionnaire and other relevant documents and materials used (or, in the case of a shared project, that portion relating to the matter reported on).

The Report on a project should normally cover the above points or provide a reference to a readily available separate document which contains the information.

*Verification  
Of Field*

- 27.** (a) The Researcher must, on request, allow the Client to arrange for checks on the quality of fieldwork and data preparation provided that the Client pays any additional costs involved in this undertaking. Any such checks must conform to the following requirements:
- 1) The Researcher must ensure that any information which might identify Respondents is stored securely and separately from the other information they have provided, and that access to such material is restricted to authorized research personnel within the Researcher's own organization for specific research purposes (e.g. field administration, data processing, panel or longitudinal studies or other forms of research involving recall interviews).
  - 2) To preserve Respondents' anonymity, not only must their names and contact information be safeguarded, but also any other information provided or about them which could in practice identify them (e.g. the name of the organization that employs them and their job title).
  - 3) These anonymity requirements may be relaxed only under the following safeguards:
    - i) where the Respondent has given consent
    - ii) where disclosure of names and other identifying information to a third party is essential for any research purpose, such as data processing or further interviews (e.g. an independent fieldwork quality check) or for further follow-up research. The original Researcher is responsible for ensuring that any such third party agrees, in writing, to observe the requirements of this Code, if the third party has not already formally subscribed to it.
- (b) The Practitioner must monitor or verify a percentage of each Interviewer's work. When monitoring, a minimum of 5% of each Interviewer's completed interviews

must be monitored. In order to ensure adequate quality checks, 75% of the whole interview must be monitored to count towards the 5% monitoring requirement. When verifying, a minimum of 10% of each Interviewer's completed interviews must be verified.

- (c) In exceptional cases it can be organizationally impossible to carry out re-contact or monitoring to the required level, or at all, or it may be considered contrary to Respondents' interest. In such cases project records shall explain why this is the case and what other steps (e.g. checking data records) have been taken to validate data collection.
- (d) The Client has the right to be informed, prior to commencement of the study, of the proposed nature of the verification or monitoring including the proportion of each Interviewer's interviews to be covered. Upon request from the Client, the Practitioner is obliged to disclose the results of the verification. Where verification identifies discrepancies or problems, 100% of an interviewer's interviews shall be validated and all invalid and non-validated interviews shall be rejected. If the problem identified through validation affects data that have been or will be delivered to the Client, the Client shall be informed immediately upon discovery of the problem.

*Verification  
Of Contract  
Specifications*

- 28.** A Practitioner is obliged to allow Clients to verify that work performed meets all contracted specifications and to be present at those operations of the Practitioner's or subcontracted organization relevant to the execution of the study.

*Client Property*

- 29.** (a) The following records remain the property of the Client and must not be disclosed by the Researcher to any third party without the Client's permission:
- I. Marketing research briefs, specifications and other information provided by the Client.
  - II. The research data and findings from a marketing research project (except in the case of syndicated or multi-client projects or services where the same data are available to more than one Client).
- (b) Research specifications, such as background, objectives and technical approaches or ideas provided by a Client or potential Client, remain the property of the Client and the contents must not be revealed to third parties without the Client's permission.
- (c) Client supplied lists provided for specific projects must not be used for any other projects or for adding names to the Researcher's databases. Those lists should be returned to the Client or destroyed upon completion of the project.

*Security and  
Privacy of  
Primary and  
Secondary  
Records*

- 30.** (a) Researchers must ensure the security of all research records in their possession.
- (b) The Researcher must conform to current agreed professional practice relating to the keeping of such records for an appropriate period of time, as defined in points (c) and (d) below, after the end of the project. On request, the Researcher must supply the Client with duplicate copies of such records provided that such duplicates do not breach anonymity and confidentiality requirements; that the request is made within the agreed time limit for keeping the Records; and that the Client pays the reasonable costs of providing the duplicates.
- (c) Technical data must be maintained on all studies for a period of three years, so that if requested, the study can be replicated.
- (d) Primary and secondary records are the property of the Practitioner. The Practitioner is entitled to destroy primary records one year from the end of the fieldwork (providing secondary records are adequate to enable reconstruction of the results) and to destroy secondary records two years from the end of the fieldwork without reference to the Client. If the Client wishes, exceptions to this, the Client must make special arrangements, in writing with the Practitioner. The method of destruction must maintain Client confidentiality and Respondent anonymity. The Practitioner must provide reasonable access for the Client, on non-syndicated studies, to the completed questionnaires or data forms and to any tapes/discs, provided the Client bears the reasonable cost of preparing any duplicates and masking the identity of Respondents.

*Billing  
Procedures*

- 31.** (a) General billing procedures require that a percentage of the estimated total amount of the project be invoiced upon approval to proceed with the project. Dependent upon the size of the project, the nature of disbursements made by the Researcher on behalf of the Client, and/or the duration of the project, subsequent amounts may be invoiced in one or a series of interim billing amounts triggered by significant dates or milestones met in the course of the project. The final invoice should be clearly indicated as such and not be issued until the last deliverable has been received by the Client. The final invoice is generally not less than 10% of the total project budget.
- (b) Researchers should unambiguously inform the Client of the billing schedule and terms of payment prior to the initiation of the project.
- (c) The  $\pm\%$  contingency range on cost estimates is recognition of the reality of research work. Almost all studies are unique in some respect and estimating project costs is, in part, an art as well as a science. Clients should not assume that the purpose of the  $\pm\%$  contingency range on cost estimates is to permit them to make changes in research specifications after estimates, based on the original specifications, are submitted. Changes in the specifications after estimates are submitted should be noted, and may be justification for a revised estimate at the discretion of the Researcher. It is the responsibility of the Researcher to inform the Client of these fee changes before acting on the basis of the amended specifications.

*Limitation of  
Liability*

- 32.** Unless it is specifically agreed to the contrary, upon receiving prompt notice from a Client that any of the Researcher's services or deliverables is defective or incomplete, the Researcher must re-perform the work to the extent that it is defective or incomplete. The Researcher will have no liability for any business losses of the Client (including without limitation loss of revenue, profit or goodwill), or for any other indirect, incidental, special or consequential damages, whether attributable to defective or incomplete work or otherwise, and whether arising out of contract, tort or otherwise, even if the Researcher had been advised of the possibility of such losses. In any event, the Researcher's maximum monetary liability in connection with the

performance of the work or any other matter relating to the Researcher's undertakings with the Client will be the return to the Client of sums previously paid to the Researcher by the Client on the project out of which the Client's claim arose; provided, that, in multi-year tracking studies, the term "project" refers only to the calendar year of the study with respect to which the claim arose.

## **RESPONSIBILITIES OF CLIENTS TO RESEARCHERS**

*No Right to Exclusive Access to Researcher*

- 33.** The Client does not have the right, without prior agreement between the parties involved, to exclusive use of the Researcher's services or those of his organization, whether in whole or in part in carrying out work for different Clients. However, the Researcher must endeavour to avoid possible clashes of interest between the services provided to those Clients.

*Client Responsible for Safe Use of Own Products*

- 34.** a) Unless otherwise agreed and provided that the practitioner has followed the stipulated procedures and all reasonable precautions have been taken, the Client is responsible for any damages sought by the public as a result of using any product or material supplied by the Client.
- b) Additionally, when testing products or materials, proper usage instructions must be provided by the Client and any cautions necessary must be highlighted (e.g. possible allergic reactions) and a listing of ingredients must be provided by the Client to the Practitioner.

*Objections to Sub-Contractors*

- 35.** a) No direct communication between the Client and Subcontractor should take place unless prior agreement between the Client and the original Practitioner has taken place.
- b) Subcontractors asked to bid on the same project by different research consultants must disclose this fact, but not necessarily the identities of the other consultants. Subcontractors may not reveal any design or technical data to other bidders.

*Researcher's Property*

- 36.** a) Unless it is specifically agreed to the contrary, the following records remain the property of the Researcher:
- I. Marketing research proposals and cost quotations (unless these have been paid for by the Client). They must not be disclosed by the Client to any third party, other than to a consultant working for the Client on that project (with the exception of any consultant working also for a competitor of the Researcher). In particular, they must not be used by the Client to influence research proposals or cost quotations from other Researchers.
  - II. The Researcher's proprietary techniques, software and technologies. They may not be copied or duplicated, in whole or in part, by the Client, nor disclosed to any third party.
  - III. The contents of a report in the case of syndicated research and/or multi-Client projects or services where the same data are available to more than one Client and where it is clearly understood that the resulting reports are available for general purchase or subscription. The Client may not disclose the findings of such research to any third party (other than his own consultants and advisors for use in connection with his business) without the permission of the Researcher.
- b) All other research records prepared by the Researcher (with the exception in the case of non-syndicated projects of the report to the Client and also the research design and questionnaire where the costs of developing these are covered by the charges paid by the Client).

- 37.** a) Where any of the findings of a research project are published by the Client, the Client has a responsibility to ensure that these are not misleading. The Researcher must be consulted and agree in advance to the form and content of publication. If the Client does not consult with the Researcher in advance and the former makes misleading statements about the research and its findings, the latter has the right to correct the misleading statements publicly.
- b) Reports provided by a Practitioner are the property of the Client and are normally for use within the Client company or associated companies (including the Client's agents). If a wider circulation of the results of the study is intended, either in whole or in part, the following minimum standards of disclosure should be adhered to so there will be an adequate basis for judging the reliability and validity of the results reported.
- I. If a Practitioner's name is to be used, the Practitioner must be consulted prior to dissemination of findings and is entitled to refuse permission for his/her or its name to be used in connection with the study until the Practitioner has approved the exact form and contents of the dissemination.
  - II. For all reports of survey findings the Client has released to the public, the Client must be prepared to release the following details on request: sponsorship of the survey; dates of interviewing; methods of obtaining the interviews (telephone, Internet, mail or in-person); population that was sampled; size description and nature of sample; size of the sample upon which the report is being released; exact wording of questions upon which the release is based; and an indication of what allowance should be made for sampling error.
  - III. In the case of research commissioned by the media for publication or broadcasting, all of the preceding information must be reported on the media organization's website or, failing that, the research organization's website to which the media organization's website should have a hyperlink. Where the media organization does not have a website, its news reporting must include mention of the research organization that carried out the study, whose website must carry the requisite information.

- 38.** Unless relinquished in a written agreement between the Researcher's organization and the Client, no data should be analyzed within or outside the Client organization without clear acknowledgement of the marketing research supplier. Where reasonable, the Client shall not disseminate internally or externally any report, component of a report or findings without the clear acknowledgement of the identity of the research organization that provided the said report.

- 39.** a) In some instances, potential Clients ask for competitive bids from two or more Practitioners and, when properly done, such practice is completely within the Code of Conduct. However, certain conditions are essential to meet the standards of proper practice. These include:
- I. Whenever a Client asks more than one Practitioner for a proposal or cost estimate, this fact and the number of proposals or cost estimates being requested should be communicated to the Practitioners concerned. If this information is not disclosed voluntarily, Clients should provide it upon request. Clients should only request up to four competitive proposals or cost estimates on any given project; however, these limits do not apply to certain public sector contracts which may require an open bidding process under NAFTA and other trade agreements. For any study, the Practitioner is entitled to indicate in advance whether or not the Practitioner will request payment for the cost of preparing such a proposal or cost estimate.
  - II. During and following the proposal or cost estimate process, both the Client and the Practitioner must respect the confidentiality of each party's technical input or ideas. Specifically, no unique technique or idea included in a Practitioner's proposal may be used by the prospective Client in conjunction with another Practitioner unless permission has been obtained from the original Practitioner.
- b) Additionally, all unaccepted proposals, in whole or in part, remain exclusively the property of the originating Practitioner unless an agreement has been reached. Conversely, no unique technique or idea included in a prospective Client's specifications during the proposal or cost estimate process may be offered to other prospective Clients by the Practitioner without the originating Client's approval.

## **SECTION C: RULES SPECIFIC TO THE CONDUCT OF QUALITATIVE RESEARCH**

- Not Used for Selling*      **1.**      Qualitative research must not be used for selling or developing sales leads. Qualitative research must not be used by the Client deliberately to try to influence the opinions of those interviewed.
- Respect for Respondents*      **2.**      Members must not harass, badger, grill or belittle any member of the public either while trying to recruit for, or during the conduct of, any qualitative study. Clearly, behaviour cannot be precisely defined but sincere and consistent efforts to show respect to the Respondents are, nevertheless, a mandatory requirement of the Association's Rules of Conduct and Good Practice.
- Privacy/ Confidentiality Requirements*      **3.**      The Moderator must explain to all respondents at the commencement of the interview/groups:
- i.      The presence and purpose of the one-way mirror;
  - ii.     The presence and purpose of the video recording;
  - iii.    The presence and purpose of the audio recording;
  - iv.    The confidentiality of the Respondents' identities, unless they otherwise acknowledge and agree, in writing, to their personal information being disclosed to other organizations;
  - v.     That the proceedings are confidential and it is understood that the Respondent will keep the nature of the proceedings confidential.
- Recording Release*      **4.**      The use to be made of video recordings, including video streaming over the Internet, must be explained in full to Respondents. Written consent must be obtained from each Respondent prior to any video recording. Video recordings must not be released to Clients without written acknowledgement by the Clients of the restrictions on their use.
- Children*      **5.**      Before children under the age of 16 years are asked to participate in qualitative research, the permission of a parent, guardian or other person responsible for them must be obtained. In obtaining this permission, the Recruiter must allow the responsible person to see or hear the questions which will be asked, or if this is not practical, must describe the nature of the qualitative interview in sufficient detail to enable a reasonable person to reach an informed decision. For example, not only should the subject matter be described, but also any sensitive or embarrassing questions should be brought to the attention of the responsible person.
- Lists*      **6.**      Recruiters must treat all materials relating to any project as strictly confidential. Lists provided by the Moderator/Client to recruit for one project must not be used for any other project and must be returned to the Moderator/Client when the project is completed.

- 7.** The following Rules of Conduct are assumed to be in operation for any qualitative research undertaken by members among the general public or specialized publics, unless changes to any or all of the Rules have been discussed and agreed to by all parties involved in the research study. Parties may include, but are not limited to, the following: Researcher, Moderator, Client, Facility Operator, Recruiter, Subcontractor and Respondent.

For the General Public

- (a) All Respondents must meet usage/trial/ownership standards including type of brand, frequency of use/trial or other time limits specified for the study and demographic specifications for the study, including marital status, age, sex, income, occupation, and household composition, etc.
- (b) No Respondents (nor anyone in their immediate families or households) may work in an occupation that has anything to do with the topic area (whether wholesale, retail, sales, service or consultant) nor in advertising, marketing, marketing research, public relations or the media (radio, television, newspaper, film/video production, etc.) nor may Respondents themselves ever have worked in such occupations.
- (c) No Respondent may be recruited who has attended, in the past two years, a focus group discussion or in-depth interview on the same general topic as defined by the Moderator.
- (d) No Respondents should be recruited who know each other for the same study, unless they are in different groups or interviews that are scheduled separately.
- (e) No Respondent may be recruited who has attended a group discussion or in-depth interview within the past six months.
- (f) No Respondent may be recruited who has attended five or more focus groups or in-depth interviews in the past five years.
- (g) At least one third of the Respondents recruited for each group/study must never have attended a group discussion or in-depth interview before.
- (h) All Respondents must have been living in the specified market area for at least the past two years.
- (i) All Respondents must be able to speak, read and write in the language of the group or study being conducted.
- (j) Recruiters should not use advertising to recruit Respondents for a particular project, unless authorized to do so by the Moderator (or Client). The Moderator (or Client) must approve both the ad copy and the selection of the medium/media in which the proposed advertisement would run.

- 8.** To protect the Respondents, persons recruited for a specific study must be used by the Moderator only for that study and not be recalled to participate in another qualitative study without prior permission of the initial Recruiter and the Respondent.

- 9.** The Moderator must clearly define (preferably in writing) the complete specifications for the study to the Recruiter (e.g., specific usage/trial/ownership standards; demographic specifications, any psychographic or attitudinal segmentation criteria that may apply, etc.) as well as what, if anything, the Respondent can be told about the topic, or session, in advance. Any change in specification, date or location should be similarly provided. In addition, the Moderator should obtain confirmation that the recruiter will follow the accepted Recruiting Guidelines of the Qualitative Research Division.

- Security of Recordings* **10.** (a) Audio and video recordings, where applicable, must be kept by the Moderator, or in his or her absence, the Facility or Subcontractor, for a period of 12 months. Audio and video recordings should be disposed of in such a way as not to risk the security of the information obtained.
- (b) Client and/or third parties may only have access to recordings with the consent from all participants. Should a client and/or third party request recordings, they must provide written confirmation that they will only use the recordings for the intended purpose of the research and for internal use only unless otherwise agreed upon. Audio and video recordings should be disposed of in such a way as not to risk the security of the information obtained.
- Inclusion of Statement of Non-projectability* **11.** Each qualitative report must include a standard statement emphasizing that the results of the research are not statistically projectable. This caution should be included in the summary and the body of the report. Reports should not include percentages or precise proportions. Expressions such as some, most, or a few, may be used.
- Confidentiality of Materials* **12.** All material relating to Clients must remain confidential to persons wholly or substantially employed by the Moderator, unless otherwise authorized by the Client. Unless authorized to do so by the Client, the Moderator should not reveal to Recruiters or Respondents nor to any other person not directly concerned, the name of the Client commissioning the study.
- Names Property of Recruiter* **13.** The facility must not enter into their own files the names of Respondents recruited by another agency. Where it is necessary to keep a record (e.g., to prove receipt of incentives), the facility must not access those names for the purpose of further recruiting.
- Facility-Client Relationship* **14.** Facility employees must have no contact with the Client beyond attending to their requirements during the sessions. There should be no attempt to contact the Client either during or after the study has taken place. Whenever separate qualitative studies are being conducted simultaneously or are closely consecutive, for separate Clients, facility operators must arrange for each study to maintain confidentiality. This applies to the time leading up to, during and immediately following the actual fieldwork. Any computerized messaging produced by a client must be erased after the event so as to prevent access to any of it by a subsequent Client.
- Retention of Back-up Recordings* **15.** If back-up recordings are left at the facility, including tapes and portable storage media such as CD-ROMs, DVDs and Flash drives, the recordings must be kept for 12 months. Tapes and portable storage media must be completely erased prior to disposal or reuse.
- Security and Confidentiality of Study Materials* **16.** The facility must ensure proper security safeguards and confidentiality with respect to all study materials, such as screeners, product samples and recordings.
- Double-recording* **17.** Wherever possible, sessions should be double-recorded.
- Proper Respondent Qualifications* **18.** It is the responsibility of the Recruiter to ensure that the Respondent is properly qualified for inclusion in the study. Recruiters must explain to participants in the study exactly what is expected of them. For example:
- (a) The importance of punctuality.
- (b) The length of the interview period and whether there will be any breaks.
- (c) The date, time and exact location (with details of parking, nearest public transit stop, etc. and any details required for gaining access to the facility, e.g. entry codes, who to ask for, etc.).

- (d) Whether they will be asked to taste food or beverages.
- (e) The payment (and any associated terms).
- (f) The importance of not bringing children or someone else to the session.
- (g) The fact that they may be re-screened either prior to the discussion or at the facility or location of the session.
- (h) That they will be asked for identification at the facility or location of the session.
- (i) That they may be asked to complete pre-session exercises before the session and/or upon arrival for the session.

When possible, this information should be confirmed in writing or through a follow-up, reminder, telephone call. If Respondents are to be asked to taste food or beverages, Respondents must be asked in advance if they have allergies and/or allergic reactions to any substances, prior to being recruited. Respondents must be made aware of the ingredient list and/or product information and be asked to sign a waiver indicating that they understand what they will be consuming. If Respondents are being asked to consume alcoholic beverages, appropriate notification and arrangements must be made for transportation.

## GOOD PRACTICE IN QUALITATIVE RESEARCH

- Recruiters Must Comply with Specifications* **19.** Recruiters should make every effort to ensure that all recruited Respondents comply with specifications detailed for the project and that they turn up at the correct place, at the right time, being fully aware of what is expected of them. Confirmatory/reminder re-screening should, where possible, be conducted by someone other than the original Recruiter. Screening questionnaires used in the recruitment or a summary of these should be made available to the Moderator in advance of the research sessions.
- Qualitative Research Registry* **20.** In compliance with the MRIA's Qualitative Research Registry (QRR) service, Recruiters should provide accurate data to the Registry on a consistent basis and check Respondents against the QRR. Any respondents who are recruited for a qualitative research study from a third party list, such as a Client's customer list, and who attended the study for which they were recruited, should have their names submitted to the QRR report unless requested otherwise, in writing, by the list owner(s).
- Primary Consideration for QRR Participants* **21.** Moderators buying recruiting services should give primary consideration to recruiting agencies which submit to QRR on a regular and ongoing basis.
- Source and Author of Analysis* **22.** Unless otherwise agreed, the Researcher should listen to recorded interviews/groups, or work from transcripts or detailed notes appropriate to the study's objectives, when preparing the analysis. Researchers should inform the Clients of the authorship of analysis and reports.
- Report Contents* **23.** Each report should contain a copy of the recruiting questionnaire and Respondent qualifications together with a copy of the discussion outline and, if possible, any materials used as stimuli during the interview.
- Non-projectability* **24.** The Moderator should ensure that the Client understands the non-projectability of qualitative research to the population at large before embarking upon the project.

## **SECTION D: RULES SPECIFIC TO CONDUCTING MARKET RESEARCH USING THE INTERNET**

### **1. Respondent cooperation must be a voluntary and informed choice**

<i>Voluntary Participation</i>	<b>1.1</b>	Survey Respondents' co-operation must at all times be voluntary. Personal information must not be sought from, or about, Respondents without their prior knowledge and agreement.
<i>Misleading and Deceptive Statements</i>	<b>1.2</b>	In obtaining the necessary agreement from Respondents, the Researcher must not mislead them about the nature of the research or the uses which will be made of the findings. In particular, the Researcher must avoid deceptive statements that would be harmful or create a nuisance to the Respondent.
<i>Use of Survey Information</i>	<b>1.3</b>	Survey introductions or a survey description to which a link has been provided must assure Respondents that data will be collected only for research purposes. Any other purpose, such as rectifying a specific customer complaint, must have the proven express consent of the respondent. Researchers must not under any circumstances use personal information for direct marketing or other sales approaches to the respondent.
<i>Duration of the Online Survey</i>	<b>1.4</b>	For surveys completed on-line, respondents should be informed, at the beginning of the survey, about the length of time the questionnaire is likely to take to complete under normal circumstances.
<i>E-mail Invitations to Respond</i>	<b>1.5</b>	Researchers should reduce any inconvenience or irritation their e-mail invitations might cause the recipient by clearly stating its purpose in the first sentence and keeping the total message as brief as possible.
<i>Links to Privacy and Cookie Policies</i>	<b>1.6</b>	Any links to data protection, privacy policy or cookie policy statements should be given at the start of the questionnaire.

### **2. Researcher's identity and list sources must be disclosed**

<i>Disclosure of the Identity of the Researcher</i>	<b>2.1</b>	Respondents must be told the identity of the Researcher carrying out the project and given contact information so that they can, without difficulty, re-contact the Researcher should they wish to do so.
<i>Providing Information about Research Agency/Sponsor</i>	<b>2.2</b>	Respondents must be given the opportunity to find out more about the research agency or sponsor carrying out the study, by giving them the name of the organization together with contact information (postal address, telephone number, agency's website or e-mail address) or a registration number and the MRIA's toll-free telephone number for any research registered in the MRIA's Research Registration System. A corresponding hyperlink is recommended for this purpose.

- Disclosure of Client* **2.3** For customer database surveys, the identity of the Client must be revealed.
- Disclosure of List Sources* **2.4** Where lists are used for sample selection, the source of the list must be disclosed. Researchers should ensure that lists are permission-based for research purposes and that the data are current.

### **3. Respondent's anonymity must be protected**

- Protection of Respondent Anonymity and Use of Information* **3.1** The anonymity of Respondents in consumer research must always be preserved unless they have given their informed and express consent to the contrary. If these Respondents have given permission for data to be passed on in a form which allows them to be personally identified, the Researcher must ensure that the information will be used for research purposes only, OR, if requested, to rectify a customer complaint. Such personally identified information must not be used for subsequent non-research purposes such as direct marketing, list-building, credit rating, fund-raising or other marketing activities relating to those individual Respondents.

### **4. The use of unsolicited email for consumer research is prohibited**

- Unsolicited E-mail* **4.1** Researchers must not use unsolicited e-mail to invite consumers to participate in research. Researchers must verify that consumers contacted for research by email have a reasonable expectation that they will receive email contact for research, irrespective of the source of the list (i.e. Client, list owner, etc.). Such agreement can be assumed when the following conditions exist:
1. A substantive pre-existing relationship exists between the individuals contacted and the research organization, the Client, or the list owners contracting the research (the latter being so identified);
  2. Individuals have a reasonable expectation, based on the pre-existing relationship, that they may be contacted for research;
  3. Individuals are offered the choice to be removed from future email contact in each invitation; and,
  4. The invitation list excludes all individuals who have previously taken the appropriate and timely steps to request the list owner to remove them.
- Business-to-Business Research* **4.2** Unsolicited survey invitation emails may be sent to business-to-business research Respondents provided that Researchers comply with points 3 and 4 in clause 4.1 above, as well as the anti-spam policies of their Internet service providers and email service providers.
- Collection of E-mail Addresses* **4.3** Research organizations are prohibited from using any subterfuge in obtaining email addresses of potential respondents, such as collecting email addresses from public domains, using technologies or techniques to collect email addresses without individuals' awareness, and collecting email addresses under the guise of some other activity.

<i>Data Collection and Recruitment Techniques</i>	<b>4.4</b>	Researchers must not make use of surreptitious, misleading or unsolicited data collection or recruitment techniques – including using agents that collect personal information without the Respondent's explicit awareness, spamming, scamming or baiting Respondents.
<i>Misleading E-mail Return Addresses</i>	<b>4.5</b>	Research organizations are prohibited from using false or misleading return email addresses, including spoofing the 'from' label of email messages, when recruiting Respondents over the Internet.
<i>Opt-out</i>	<b>4.6</b>	A Respondent must be able to refuse participation in the survey via a suitable option, and to refuse further contact by email in connection with the survey.

## 5. Online panel and website recruitment practices

<i>Online Panels</i>	<b>5.1</b>	When recruiting members for an online panel, it must be expressly pointed out to them that their personal contact information, as well as various selection criteria, will be stored by the research agency for the purpose of further surveys. Furthermore it must be pointed out that members can discontinue participation at any time and can ask that these data be deleted.
<i>Website Recruitment of Respondents</i>	<b>5.2</b>	Where visitors to a particular website are asked to take part in a survey, care should be taken to ensure that visitors who do not wish to take part are not inconvenienced (e.g. through a pop-up window that interrupts a task).

## 6. Privacy

<i>Disclosure of Privacy Policies</i>	<b>6.1</b>	Canadian organizations that collect personal information are required by law to have a privacy policy. Marketing Research and Intelligence Association members carrying out research on the Internet should post their privacy policy on their website, with a Privacy hyperlink from every page of the website. The order and wording of the published privacy statement is a matter for each member to decide according to its specific circumstances. The <i>MRIA Privacy Protection Handbook</i> includes a sample corporate privacy policy. An example of a privacy statement for Internet research is given in Appendix A.
<i>Respondent's E-mail address is Personal Information</i>	<b>6.2</b>	A Respondent's email address is personal information and must be protected in the same way as other identifiers.
<i>Disclosure of the Use of Cookies, Log Files or Software</i>	<b>6.3</b>	Researchers must have a readily accessible policy statement concerning the use of cookies, log files and, if applicable, software. This statement may be either included in their privacy policy or it may appear in a separate document. Software must not be installed on Respondents' computers without their knowledge or consent. In addition, Respondents must be able to remove the Researcher's software easily from their machines (e.g. for Windows users, the software must appear in the Add/Remove Programs folder in their Control Panel).

*Deletion of Respondent's Record*      **6.4**      Respondents are entitled to ask that part or all of the record of their interview be destroyed or deleted and the Researcher should conform to any such request where reasonable.

## 7. Data security

*Protection of Data*      **7.1**      Researchers must use up-to-date technologies to protect the personal data collected or stored on websites or servers. In particular, panel registration pages, and online surveys that collect sensitive personal information, must use Secure Socket Layer (SSL) or an equivalent level of protection.

*Temporary Storage of Data on Servers*      **7.2**      If the temporary storage of the data collected takes place on a server that is operated by a provider, the research agency must place the provider under the obligation to take the necessary technical precautions to ensure that third parties cannot access the data on the server or during data transfer. Temporary storage of the collected data on the server must be terminated at the earliest possible time.

*Transmission of Data Internationally*      **7.3**      Before data is sent over the Internet to another country, Researchers must check with competent authorities that the data transfer is permissible. The recipient may need to provide safeguards necessary for the protection of the data.

*Disclosure of Respondents' E-mails in Batch Transfers*      **7.4**      Researchers must have adequate safeguards in place to ensure that when emails are sent in batches, the addresses of the respondents are not revealed.

## 8. Interviewing Children and Young People

Children may be familiar with using the Internet but research has found them to be naïve and trusting, happily disclosing information about themselves or their households without realizing the implications of doing so. Parent groups, consumer groups and legislators are particularly concerned about potential exploitation of children on the Internet and it is for this reason that guidelines place greater burdens on Researchers than would be the case in adult research.

**NOTE TO PROPOSED GUIDELINES:** THESE GUIDELINES PROPOSE RAISING THE AGE OF CHILDREN WHO CAN BE INTERVIEWED WITHOUT PARENTAL CONSENT FROM 12 YEARS (CURRENTLY REFLECTED IN THE PMRS AND CAMRO GUIDELINES) TO 13 YEARS. THIS INCREASE IN AGE BRINGS THE PROPOSED GUIDELINES IN LINE WITH THE COPPA (CHILDREN'S ONLINE PRIVACY PROTECTION ACT) IN THE US. IN ORDER TO RECOGNIZE THE INVESTMENT AND EFFORT SOME RESEARCH ORGANIZATIONS HAVE MADE IN RECRUITING CHILDREN AGED UNDER 13 YEARS INTO THEIR PANELS, WE PROPOSE THAT THIS MINIMUM AGE GUIDELINE SHOULD BECOME EFFECTIVE ONE YEAR AFTER THE BALANCE OF THE GUIDELINES HAVE BEEN ENACTED. (THE NET EFFECT BEING THAT ALL PANELISTS AGED 12 YEARS WOULD THEN BE AGED 13 YEARS).

*Observation of Laws and National Codes*      **8.1**      Researchers must observe all relevant laws and national codes specifically relating to children and young people although it is recognized that the identification of children and young people is not possible with certainty on the Internet at this time.

<i>Conformance to Industry Guidelines</i>	<b>8.2</b>	Researchers must use their best endeavours to ensure that they conform to the requirements of this guideline, for example by introducing special contacting procedures to secure the permission of a parent, legal guardian, or other responsible adult before carrying out an interview with children under 13. Where necessary Researchers should consult the MRIA for advice.
<i>Adult Consent</i>	<b>8.3</b>	Permission of a responsible adult must be obtained before interviewing children under the age of 13 years.
<i>Consent</i>	<b>8.4</b>	Researchers must ensure that the principle of consent is met, so if Internet research is conducted, special measures must be taken to ensure verifiable and explicit consent.
<i>Process for Obtaining Consent</i>	<b>8.5</b>	In cases where interviews with children of adult online panelists or children of other online list members are desired, the following measures must be implemented:
<i>Online Panels or Other Approved Lists</i>		<ol style="list-style-type: none"> <li>1. The e-mail invitation to the adult panelist or list member must contain the following: <ol style="list-style-type: none"> <li>a. A notice stipulating that the online survey is intended for the child within the household.</li> <li>b. Name and contact details of the agency/agencies.</li> <li>c. The nature of the data to be collected from the child.</li> <li>d. An explanation of how the data will be used.</li> </ol> </li> </ol>
<i>Process for Obtaining Consent:</i>	<b>8.6</b>	In cases where children are being recruited from websites, the following measures must be implemented:
<i>Recruiting Children from Websites</i>		<ol style="list-style-type: none"> <li>1. For websites aimed at children, a notice to children, informing them of the requirement for adult consent must be shown at the beginning of the survey. This notice should be clear and prominent and must include an explanation of the subject matter and nature of the research and details of the agency undertaking it, with contact information. To obtain consent, the notice must request the adult's contact information (e.g. email address). It must also refer to the fact that consent will be verified.</li> <li>2. Questionnaires on websites aimed at children must require a child to give their age before any other information is requested. If the age given is less than 13 years, the child must be excluded from giving further information until the appropriate consent has been obtained.</li> <li>3. For websites aimed at adults, a notice to parent or guardian, seeking their consent for their child to be asked to participate in the research, must be posted on the website. This notice must include: <ol style="list-style-type: none"> <li>a. A heading explaining that this is a notice for parents.</li> <li>b. Name and contact details of the agency/agencies and the name of the Client (if the Client agrees).</li> <li>c. The nature of the data to be collected from the child.</li> <li>d. An explanation of how the data will be used.</li> <li>e. A description of the procedure for giving and verifying consent.</li> </ol> </li> </ol>

- f. A request for a parent's contact e-mail address, address or phone number for verification of consent.

<i>Parent Contact Details</i>	<b>8.7</b>	It is permissible to ask children to provide contact details for their parents in order for consent to be sought as long as this purpose is made clear in the request for information.
<i>Acceptable Forms of Consent for Classic Research</i>	<b>8.8</b>	Where personal information collected from children will only be used for classic research purposes and no personal data will be passed on for any other purpose, a return e-mail from parent or guardian giving their consent is acceptable, as long as additional steps are taken to ensure that the consent actually came from a parent — for example, following up with an e-mail, letter or phone call.
<i>Situations When Parental Consent Is NOT Required</i>	<b>8.9</b>	Prior parental consent will not be required to: <ol style="list-style-type: none"><li>1. Collect a child's or parent's e-mail address solely to provide notice of data collection and request consent.</li><li>2. Collect a child's age for screening and exclusion purposes. If this screening leads to the decision that a child does qualify for interview, parental consent must then be sought to continue with the interview.</li></ol>
<i>E-mails to Children</i>	<b>8.10</b>	E-mail communications must not be addressed to children without verifiable and explicit prior consent.
<i>Types of Information Collected</i>	<b>8.11</b>	Personal information relating to other people (for example, parents) must not be collected from children.
<i>Sensitive Questions</i>	<b>8.12</b>	Asking questions on <u>topics generally regarded as sensitive should be avoided wherever possible and in any case handled with extreme care.</u>
<i>Policies Must Be Understandable</i>	<b>8.13</b>	All data protection, privacy policy, consent and other notices must be capable of being understood by children.

## SECTION E: INTERVIEWING CHILDREN AND YOUNG PEOPLE

### *Introduction*

A considerable amount of survey research is carried out among children and young people for both economic and sociological purposes. This is a legitimate and valuable form of research but, it calls for special care and precautions on the part of the Researcher. This Guideline specifies in more detail what such "special care" involves. It concentrates on the ethical issues involved and does not deal with the technical problems of such research. In carrying out such research:

The welfare of the children and young people themselves is the overriding consideration – they must not be disturbed or harmed by the experience of being interviewed.

The parents or anyone acting as the guardian of any child or young person taking part in a research project must be confident that the latter's safety, rights and interests are being fully safeguarded.

The interviewers and other Researchers involved in the project must be protected against any misunderstandings or possible allegations of misconduct arising from their dealings with the children or young people taking part in that project.

The authorities, and the public generally, must be confident that all research carried out with children and young people is conducted to the highest ethical standards and that there can be no question of any possible abuse of the children or young people involved.

### *Definition*

According to this Code of Conduct, a "child" is to be defined as "under the age of 13", and a "young person" as "aged 13-17".

As specified in the Code, it is the responsibility of the research to keep abreast of any legislation which could affect research among children and young people and to ensure that all those involved in a project are aware of and agree to abide by these guidelines

### **Children under 13**

#### *Consent and Providing Information*

- 1.** The permission of a parent, guardian or other person on whom the parent has conferred responsibility for the child (e.g. a child-minder or neighbour) must be obtained before the child is approached for an interview. Consent given by the responsible adult to the interviewer allows the interviewer to approach the child/young person. Consent by a responsible adult should not be interpreted as constituting permission to interview the child/young person, as the child/young person must have their own opportunity to decline to take part in the research. A child must not under any circumstances be approached for an interview unless he or she is accompanied by an adult.

#### *Sufficient Information to Grant Permission*

- 2.** When requesting permission to carry out an interview, sufficient information must be given to the person responsible for the child for him or her to reach an adequately considered decision about giving such permission. Where it is not possible for that person to see or hear the actual questions to be asked, the subject and general nature of the interview must be explained, together with an explanation of any potentially sensitive or embarrassing questions etc. The identity of the person giving the permission for the interview should be noted but it is normally unnecessary for the permission to be obtained in writing. Where the subject matter is potentially sensitive consent should be obtained in writing.

*Research Venue*

- 3.** When carrying out interviews with children it is normally desirable that some responsible adult (apart from the interviewer) remains close at hand while the interview is carried out. This is especially important in the case of in-home interviews. However it is not necessary that this person is actually present in the same room – this may be undesirable in certain cases for methodological reasons, e.g. where it might introduce some bias in the responses.

*Product Testing*

- 4.** If the child is to be asked to test any product, the responsible person must be allowed to see this and (if they wish) to try it themselves.

**All Children and Young People**

*Product Testing Again*

- 5.** In cases involving the testing of any products the Researcher must take special care to check that:
- a) These are safe to consume (e.g. foods, confectionery) or to handle (e.g. toys). The Researcher must confirm this (normally in writing) with the supplier of the product even though the latter may be legally liable for any adverse effects caused by the product.
  - b) The child or young person does not suffer from any relevant allergy (e.g. to products containing nuts).
  - c) Children and young people do not become involved in any illegal action (e.g. the under-age consumption of alcoholic products).
  - d) There are no ethnic, religious or cultural barriers to the child or young person consuming or handling the product.
  - e) Wherever possible the views of parents or guardians about products they would not wish the child or young person to try are also complied with.

*Special Care*

- 6.** The Researcher must take into account the degree of maturity of the child or young person involved when considering what subjects may or may not be safely dealt with in an interview. While it may be imperative to avoid certain subjects when interviewing children (e.g. a topic which might frighten the child), the same subject might quite safely be covered with young people if the appropriate precautions are taken. This again is a question of good research practice as much as of ethics.

Special care is needed when interviewing children and young people about:

- a) Issues which could upset or worry the child (e.g. his or her relationships with other children)
  - b) Those which risk creating tension between the child and its parents
  - c) Those relating to potentially sensitive family situations (e.g. parental relationships, income, use of alcohol or drugs within the household, family illness)
  - d) Those relating to racial, religious and similar socially or politically sensitive matters
  - e) Those concerned with sexual activities
  - f) Those relating to illegal or otherwise socially unacceptable activities
- 7.** There are sometimes valid and important reasons (e.g. in helping to guide social policies) for covering research topics of the kinds where special care is needed as referred to in point 6. When this is the case it is essential both that a full explanation of this is given to the responsible person (certainly in the case of a child, and if possible even in the case of a young person aged 13-17) and their agreement obtained; and also that steps are taken to ensure that the child or young person is not worried, confused or misled by the questioning.

*Interviewers*

- 8.** It is not generally necessary to use special types of interviewers for surveys among children and young people. Many experienced interviewers are quite capable of being trained for such work. However, it is very important that anyone who is going to carry out such interviewing is carefully screened for their suitability for this responsibility, given the growing concern of parents and the general public about the protection of young people and especially of children. The manner and behaviour of interviewers in relation to children must clearly be such as to inspire confidence and not suspicion among the public. Whether working full-time or part-time, the interviewers should be given special training for such work, including in particular the precautions to be taken, the correct methods of obtaining permission, the special steps needed to establish good rapport with children, etc. Interviewers must be familiar with this Code.

*Special Situations*

- 9.** In the case of telephone – and even more, Internet – surveys it may often be more difficult to establish the age of the respondent when making the first contact and also to obtain the necessary permission for an interview from the appropriate responsible person. However, despite these difficulties, the Researcher should still try to follow the principles set out in this Section. This may mean that certain types of surveys should not be undertaken; if in doubt – or in the rare cases where some alternative procedure might seem more appropriate - the Researcher should consult the MRIA.

In the case of qualitative research, before children/young people under the age of 16 years are asked to participate, the permission of a parent, guardian or other person responsible for them must be obtained. Please refer to Section C5 for further clarification.

## **SECTION F: APPENDICES**

### **1. ADVICELINE**

AdviceLine is a free service offered by the Marketing Research and Intelligence Association to members who have questions about the interpretation of the Rules of Conduct and Good Practice.

AdviceLine is intended to provide ready assistance to members in those cases where the Code itself or usual sources of information, prove inadequate.

Address your queries by e-mail, fax or telephone to the MRIA office or the Standards Portfolio Chair and ask for AdviceLine services. A member of the Standards Committee will try to respond to your query within two business days.

The advice given is based on the best advice of the Standards Committee member or his/her alternate and will not necessarily reflect the view of the National Board or MRIA in general.

AdviceLine is intended to help members seeking satisfactory and helpful answers to their questions, knowing that these answers often require short timeframes for response.

To initiate a query through AdviceLine, call, write or fax:

**AdviceLine**

**The Marketing Research and Intelligence Association**

**2600 Skymark Avenue, Bldg 4, Unit 104**

**Mississauga, Ontario L4W 5B2**

**Tel.: 905-602-6854**

**Fax: 905-602-6855**

**Toll free number 1-888-602-MRIA**

**E-mail: [info@mria-arim.ca](mailto:info@mria-arim.ca)**

## **2. CHARTER OF RESPONDENT RIGHTS**

Your participation in legitimate marketing, social or public opinion research is very important to us. We value your honest feedback and your time. Your opinions help companies develop new products, make existing ones better, and improve customer service. Your views also assist governments and non-profit organizations in advancing laws and policies that are in the public interest.

Our relationship with you is based on respect, trust and goodwill. When you participate in research conducted by our firm, or by any other corporate member of the Marketing Research & Intelligence Association (MRIA), you can be assured that:

- Article 1** You will always be told the first name of the person contacting you, the research company's name and the nature of the study.
- Article 2** You can verify that the research you have been invited to participate in is legitimate in one of two ways. You can either obtain a registration number and the MRISA's toll-free telephone number for any research registered in the MRISA's Research Registration System or you can obtain the contact information of the research director that is conducting the study
- Article 3** You will not be sold anything or asked for money.
- Article 4** Your privacy and the confidentiality of your answers will be respected and strictly preserved in accordance with the organization's privacy policy and applicable federal and provincial laws.
- Article 5** You will be contacted at reasonable times, but if the time is inconvenient, you may ask to be re-contacted at a more convenient time.
- Article 6** You are entitled to know the approximate duration of the interview.
- Article 7** Your decision to participate in a study, answer specific questions, or discontinue your participation will be respected without question.
- Article 8** You will be informed in advance if the interview will be recorded and the intended use of the recording. You may choose not to proceed with the interview if you do not want it to be recorded.
- Article 9** You are assured that the highest standards of professional conduct will be upheld throughout all stages of the study.



## **DISCIPLINARY PROCEDURES**

- Application*
- 1.** These rules apply to all disciplinary proceedings of the MRIA. However, the MRIA may dispense with, vary or supplement any of the provisions of these Disciplinary Procedures (the "**Rules**") where it determines it is convenient or desirable to do so, such discretion not to be exercised unreasonably. In any disciplinary proceeding, the MRIA may issue directions on procedure which will govern the conduct of that proceeding and will prevail over any provision of these Rules that is inconsistent with those directions.  
  
The MRIA does not have the power to compel a member, whether an Individual or Corporate member, to pay monies or to perform certain business acts in relation to third parties. Therefore, MRIA will not entertain Complaints arising from financial or business disputes.
- Submit Complaints in Writing*
- 2.** Complaints alleging a violation of the Code of Conduct and Good Practice for Members of the Marketing Research and Intelligence Association (the "**Code**") or an act or omission which has brought discredit to the profession/industry or the MRIA (each, a "**Complaint**"), must be submitted in writing to the Executive Director of the MRIA (the "**Executive Director**") and should contain:
    - a full description of the act or omission being alleged;
    - an indication of the clause or provision in the Code which has allegedly been violated; and
    - any supporting evidence which the person alleging the act or omission (the "**Complainant**") may lawfully provide to the MRIA.
- Who may make a Complaint*
- 3.** Any person may lodge a Complaint, including, without limitation, non-members and the MRIA itself. A Complainant must disclose, in writing, any interest he/she has in the outcome of the Complaint (whether direct or indirect), for example, whether the complainant stands to benefit from the disposition of the complaint. Failure to make such a disclosure may result in the Complaint being dismissed.
- MRIA-Initiated Complaints*
- 4.** In the exceptional circumstance where the MRIA decides to take on the role of Complainant in a Complaint of professional misconduct against a member, the MRIA will specify, in writing, in addition to the specific allegations against the member, the reasons that have prompted it to take such action.

- Proceedings against Related or Affiliated Parties*      **5.**      Where the MRIA has received a Complaint against an individual or a corporation (the "**Respondent**"), the MRIA, in its sole discretion, may join to the complaint any parties that are related to, or affiliated with, the Respondent in the Complaint. A Respondent is affiliated with another corporation where it directly or indirectly controls, or is controlled by, the Respondent, and in this Section 5, "control" means, with respect to any corporation, the ownership of more than 50% of the voting rights attached to all shares of the corporation, including any shares which are voting only upon the occurrence of a contingency where such contingency has occurred and is continuing, where the exercise of such voting rights entitles the holder of such voting shares to elect a majority of the directors of the corporation. The MRIA shall notify all parties if it elects to join any parties that are related to, or affiliated with, the Respondent in the Complaint.
- Consolidation of Complaints*      **6.**      The MRIA may join any related Complaints into a single proceeding. While the MRIA shall be entitled to join Complaints in its sole discretion, acting reasonably, factors supporting joinder will often include a commonality of Respondents (including persons affiliated with or related to the Respondent) or a commonality of Complaint subject matter. The MRIA shall notify all parties if it elects to join any related Complaints.
- Limitation Period*      **7.**      Except in exceptional circumstances, the MRIA shall not consider any Complaints that are made more than 12 months after the subject matter of the Complaint occurred.
- Frivolous or Vexatious Complaints*      **8.**      If the Executive Director, the Standards Portfolio Chair of the MRIA (the "**Standards Portfolio Chair**") and the President of the MRIA (the "**President**") agree that a Complaint has been brought by a frequent or vexatious Complainant, the MRIA may dismiss the Complaint upon notice to the Complainant. Factors that should normally be considered in making such a determination shall include, without limitation:
- the Complainant is instigating one or more Complaints to determine issues that have already been determined by a Complaint Panel;
  - it is obvious the Complaint cannot succeed, or that it will have no utility whatsoever;
  - the Complaint has been brought for an improper purpose, including, but not limited to, harassment or another ulterior motive; and
  - the grounds and issues raised by the Complainant have been brought in previous proceedings against the same or related Respondents.
- Legal Proceedings*      **9.**      The MRIA may, in its sole discretion, refuse to consider a Complaint if there are legal proceedings ongoing in respect of the subject matter of the Complaint. The MRIA may also stay a Complaint if legal proceedings are commenced while the Complaint process is ongoing.

- Confidentiality* **10.** The MRIA, the Respondent, the Complainant and all other parties who are involved in the Complaint process shall be guided by the principle that disciplinary proceedings should be open and transparent, but that the privacy interests of the MRIA and its members are also worthy of protection. In recognition of this principle, the following provisions shall apply with respect to confidentiality during Complaint proceedings:
- unless the Complainant presents compelling reasons to the contrary, the MRIA will not consider a Complaint, unless the Complainant consents to having his, her or its identity made known to the Respondent;
  - the MRIA will treat evidence that is provided for use as part of Complaint proceedings as confidential, meaning that this evidence will only be disclosed on a need-to-know basis within the MRIA, except as is required or permitted by these Rules, or as is required by law or an order of a court of competent jurisdiction; and
  - until a Complaint is concluded in accordance with these Rules, the MRIA will not refer to any Respondent or Complainant by name, except as is required or permitted by these Rules, or as is required by law or an order of a court of competent jurisdiction. For greater certainty, if the Complaint results in a sanction being imposed upon the Respondent, the MRIA shall be entitled to publish information about the Respondent as is necessary to support its published disposition of a Complaint. If the Complaint does not result in a sanction being imposed upon the Respondent, the MRIA shall not publish the Respondent's name, unless the Respondent has expressly requested, in writing, that its name be published.
- Notification* **11.** Upon receiving a Complaint that is not dismissed as a frivolous or vexatious Complaint, the Executive Director shall:
- notify the Complainant and the Respondent that the Complaint has been received; and
  - provide the Respondent with a copy of the Complaint and any related evidence received.
- Attempt to Resolve* **12.** The Respondent and the Complainant will have not more than 30 days to try to resolve the Complaint to each other's satisfaction, and to the satisfaction of the Executive Director, such satisfaction to be evidenced via written correspondence. The Respondent and the Complainant must copy the Executive Director on all written correspondence exchanged between them that relates to the Complaint.
- Co-operation from Members* **13.** The Respondent and the Complainant must co-operate with the investigation of a Complaint.
- Failure on the part of the Respondent to reply to the Complainant and the Executive Director within the 30 day *Attempt to Resolve* period set out in Section 12 above will result in a direct referral of the Complaint to the Standards Portfolio Chair, and may result in a sanction or Censure for Refusal to Co-operate, separate from any sanction or Censure stemming from the Complaint itself.
- If a Respondent resigns from membership in the MRIA while the Complaint is unresolved, then re-admission to membership at any point in the future will not be granted until the outstanding Complaint process has been completed.
- If Resolution Is Satisfactory to All Parties* **14.** If the Respondent and the Complainant are able to resolve the Complaint to each other's satisfaction, and if the Executive Director is satisfied that the matter does not warrant further review by the Standards Portfolio Chair, then the file will be considered resolved and closed.

- Referral of Unresolved Complaints to Standards Chair*      **15.**      If the Respondent and the Complainant are unable to resolve the Complaint to their satisfaction within the 30 day Attempt to Resolve period set out in Section 12 above, or if the Executive Director is not satisfied with any resolution of the Complaint, such that he/she believes that the circumstances or severity of the Complaint merit further review, then the Executive Director shall forward the Complaint, and any related evidence, to the Standards Portfolio Chair.
- Appointment of Complaint Panel*      **16.**      Upon receipt of the Complaint, the Standards Portfolio Chair shall appoint a "**Complaint Panel**" to consider the Complaint. The Complaint Panel shall consist of any three members-in-good-standing of the MRIA appointed by the Standards Portfolio Chair, who shall also designate one of the Complaint Panel members as its Chair. The President, the President-Elect of the MRIA, the Immediate Past-President of the MRIA, and the Standards Portfolio Chair may not serve on the Complaint Panel. The Complaint Panel must not be comprised of anyone who is employed by the same organization, or an affiliated organization, as either the Complainant or the Respondent; further, the Complaint Panel must not contain anyone who may be in a conflict of interest, real or perceived.
- Communication on behalf of Complaint Panel*      **17.**      The Complaint Panel shall at all times operate and deliberate independently of the MRIA. However, despite this Section 17, the Complaint Panel may delegate certain of its duties to the Executive Director, including, but not limited to, sending and receiving communication that is required by these Rules, provided that such delegation does not directly relate to the Complaint Panel's deliberative process.
- Notice of Appointment*      **18.**      Written notice of the appointment of the Complaint Panel shall be sent by the MRIA to both the Complainant and the Respondent within no more than 30 days after the Complaint Panel is appointed.
- Initial Review of Complaint*      **19.**      The Complaint Panel shall meet and consider all information related to the Complaint, including evidence received from the Complainant and the Respondent. The Complaint Panel shall determine, after reviewing the Complaint and any supporting evidence, whether such materials constitute prima facie evidence of a violation of the Code, or an act or omission which has brought discredit to the industry/profession or to the MRIA.
- No Evidence of Violation or Harmful Action*      **20.**      If all members of the Complaint Panel agree that the act or the omission being alleged does not constitute a violation of the Code, or has not brought discredit to the industry/profession, or the MRIA, the Chair of the Standards Portfolio shall so notify the Complainant and the Respondent, and the file will be considered closed.
- Complaints Meriting Further Investigation*      **21.**      If any of the three members of the Complaint Panel believe that a *prima facie* case has been made, the Complaint Panel will undertake a more detailed investigation of the Complaint, and shall issue written notice of same to the Respondent and the Complainant.
- Appointment of Investigator*      **22.**      Where the subject matter of the Complaint is particularly complex, the Complaint Panel may, at its discretion and in consultation with the Standards Portfolio Chair, appoint an investigator to obtain detailed information, including statements and further supporting evidence, from all parties to the matter (the "**Investigator**"). If such an appointment is made, the following provisions shall apply:
- the Investigator shall have such qualifications as the MRIA may establish, from time to time, and shall be appointed pursuant to written terms of reference set by the MRIA;
  - the Investigator shall have all powers related to compulsion and production of documents and attendance that are conferred on the Complaint Panel by these Rules; and

- at the conclusion of his or her investigation, the Investigator will prepare a written report to the Complaint Panel summarizing his or her findings. Such a written report must be issued within no more than 60 days of the Investigator's appointment, unless the Complaint Panel finds it just and reasonable to extend the timeline for reporting. The Complaint Panel shall provide copies of the Investigator's report to all parties to the Complaint.

*Requests for Additional Evidence*

**23.** The Complaint Panel may request additional written information from any party to the Complaint, in which case the party or parties shall be given not more than 30 days from the date the Complaint Panel's request is made to provide the requested information. All such requests by the Complaint Panel shall be treated as binding on the recipient, whose failure to comply with a request for information shall be considered a breach of these Rules. The Complaint Panel shall disclose all evidence it receives pursuant to this Section 23 to all parties to the Complaint.

The Complaint Panel may, at its discretion, invite the Investigator, the Respondent, or the Complainant to meet with it to answer questions about the matter under review. All such requests by the Complaint Panel shall be treated as binding on the recipient, whose failure to comply with a request for a meeting shall be considered a breach of these Rules. Where a request for a meeting has been made by the Complaint Panel, the following provisions shall apply:

- the Complaint Panel shall provide notice of its request for a meeting to the other parties to the Complaint;
- the Complaint Panel shall keep a written summary of all such meetings, which summary shall be made available to the other parties to the Complaint, upon request; and
- all parties who attend a meeting shall be entitled to be represented by legal counsel.

The Complaint Panel may obtain expert evidence and/or legal advice at any time, as it considers just and reasonable in order to discharge its duties under these Rules.

*Procedure for Hearing*

**24.** The Complaint Panel shall conduct the hearing of the Complaint as either an "**Informal Hearing**" or a "**Formal Hearing**". An Informal Hearing is a hearing where the parties may present testimony related to a Complaint before the Complaint Panel, without the procedures of a Formal Hearing. The Complaint Panel shall decide, in its sole discretion, whether the Complaint shall proceed as a Formal Hearing or an Informal Hearing. Without limiting the Complaint Panel's discretion, an Informal Hearing would usually be appropriate where the Complaint relates to a minor or isolated breach of the Code.

*Informal Hearing*

**25.** The procedure undertaken as part of an Informal Hearing shall be determined by the Complaint Panel, in its sole discretion, provided that notice of the procedure so adopted shall be sent to the Complainant and the Respondent.

*Formal Hearing*

**26.** If the Complaint Panel elects to proceed by way of a Formal Hearing, it shall determine whether the Formal Hearing should be held by way of paper submissions, or in person. Notice of such determination shall be sent to the parties to the Complaint. If the Complaint Panel has elected to hold a Formal Hearing by way of paper submissions, the Respondent shall be entitled to request an in person hearing, and the Complaint Panel shall consider the request, giving consideration to, among other things, the seriousness of the allegations against the Respondent and the complexity of the proceedings. All parties shall be provided with notice of the Complaint Panel's decision.

Where the Complaint Panel elects to hold a Formal Hearing by way of paper submissions:

- the Complaint Panel shall consider only such evidence as it has received in accordance with these Rules, and which has been presented to all parties to the Complaint;
- in addition to evidence that has been gathered during the investigation stage of the Complaint, the Complaint Panel may request additional submissions from the parties to the Complaint, upon notice to all parties to the Complaint;
- the Respondent shall be given reasonable opportunity to contradict or answer all allegations that are made against it as part of the Complaint; and
- the Complaint Panel shall conduct its deliberation and release its decision in writing, in accordance with these Rules.

Where the Complaint Panel elects to hold a Formal Hearing by way of in person submissions:

- the Complaint Panel shall provide at least 30-days' notice of the date, time and location of the hearing to the Respondent and the Complainant. Such notice should set out:
  - additional facts, arguments or documents which the Complaint Panel believes are relevant to the proceedings and which should be provided or addressed by the parties to the Complaint;
  - the anticipated order of proceedings at the hearing, including a list of witnesses the Complaint Panel intends to call upon, if any; and
  - whether the hearing shall be held in public. There shall be a presumption that hearings shall not be held in public, unless the Complaint Panel determines it is just and reasonable to do so.
- each party to the Complaint shall respond to the Complaint Panel not more than 21 days after it receives the notice referred to above, indicating:
  - whether it wishes to attend the hearing; and
  - additional facts, arguments or documents on which it intends to rely.

*Power to Adjourn*

- 27.** The Complaint Panel shall have the power to adjourn a Formal Hearing at any time, provided it is just and reasonable to do so.

*Written Reasons*

- 28.** All written reasons required to be issued under these Rules should contain:
- a review of the evidence considered by the decision-making body;
  - an explanation of the decision-making body's deliberative process;
  - the decision-making body's findings of fact (including credibility) that were relevant to its decision; and
  - the decision-making body's answer to each allegation against the Respondent raised by the Complaint.

*Determination: No Breach of Code or Action Deserving Sanction*

- 29.** If, following investigation and a hearing, a majority of the Complaint Panel determines that there has been no violation of the Code and that no act or omission which has brought discredit to the industry/profession or the MRIA has occurred, the Chair of the Complaint Panel shall communicate that finding to the Standards Portfolio Chair, along with the Complaint Panel's written reasons. The Standards Portfolio Chair shall then so notify the Complainant and the Respondent, explaining the Complaint Panel's reasons for the determination, and the Complaint will be considered closed.

*Determination:  
Minor Violation  
Not Deserving  
of Sanction*

- 30.** If a majority of the Complaint Panel determines that while there has been a violation of the Code, and/or that the Respondent has committed an act or omission which could have brought the profession/industry or the MRIA into disrepute, but such violation is not sufficiently grave as to warrant Censure, Suspension of Membership, or Expulsion from Membership, the Chair of the Complaint Panel shall communicate that finding to the Standards Portfolio Chair, along with the Complaint Panel's written reasons.

The Standards Portfolio Chair shall then so notify the Complainant and the Respondent, explaining the Complaint Panel's reasons for the determination.

The Standards Portfolio Chair shall provide guidance and advice to the Respondent to assist in avoiding a similar situation in the future, and will attempt to obtain assurances from the Respondent that the act or omission specified in the Complaint will not be repeated; and the file will be considered closed.

In such cases, the Complaint Panel may also issue a recommendation to the Standards Portfolio Chair that the Respondent be required to complete the MRIA's Standards and Ethics Course before being permitted to renew membership in the MRIA for the next membership year.

*Determination:  
Violation or Act  
Deserving of  
Sanction*

- 31.** If a majority of the Complaint Panel determines that there has been a violation of the Code that is more serious than a minor transgression, and/or that the Respondent has brought discredit to the profession/industry or the MRIA, and/or the Respondent has refused to co-operate in the investigation of a Complaint, the Chair of the Complaint Panel shall communicate its finding to the Standards Portfolio Chair, along with the Complaint Panel's written reasons, and the sanction to be imposed: Censure, Suspension of Membership, or Expulsion from Membership. In addition to these sanctions, the Complaint Panel may also award costs against the Respondent and/or require the Respondent to engage in remedial education, as set out in these Rules.

The Standards Portfolio Chair shall then notify the Complainant and the Respondent of the Complaint Panel's decision, explaining the reasons for its determination, and the sanction to be imposed.

*Circumstances  
for Sanction of  
Censure,  
Suspension or  
Expulsion*

- 32.** While it is not possible to state with precision or comprehensiveness the circumstances in which Censure, Suspension of Membership or Expulsion from Membership would be appropriate, the factors to be taken into account by the Complaint Panel in considering an appropriate sanction ordinarily would include:

- whether the Code was breached (which, where the nature of the breach is severe, shall be sufficient to impose any sanction in and of itself);
- the number of violations of the Code found;
- whether such violations of the Code constitute a pattern tending to establish that the Member is incapable of complying or unwilling to comply with the Code;
- whether the Respondent has been previously subject to sanctions under these Rules;
- the extent to which any other type of public injury is reasonably attributable to the violation(s) of the Code; and
- where the Respondent has been subject to civil and criminal proceedings that were concluded against the Respondent, the Complaint Panel may view such civil and criminal proceedings as suggesting that serious sanction is appropriate.

*Whistleblower  
Protection*

- 33.** Every member of the MRIA is encouraged to report violations of the Code to the MRIA (a member who makes such a report being referred to as a "**Whistleblower**"). Whistleblowers should report such violations to the Executive Director. The MRIA shall take reasonable steps to protect Whistleblowers who make reports pursuant to this Section 33 in good faith, and no member shall take any retaliatory action against any Whistleblower who makes such a report. Any retaliatory action taken against a Whistleblower is contrary to these Rules, and may result in a sanction against the member who takes such retaliatory action. As per the provisions of Sections 3 and 4 above, the MRIA may initiate a Complaint on the basis of evidence that is brought forward by a Whistleblower, provided that the Respondent is given a full opportunity to answer such evidence, in accordance with these Rules.

*Censure*

- 34.** A sanction of "**Censure**" shall take the form of
- a written reprimand from the Standards Portfolio Chair to the Respondent;
  - communication of the Censure and the related reasons to the MRIA Board of Directors;
  - publication of the Censure and the related reasons in the MRIA's member magazine; and
  - a requirement that the Respondent complete the MRIA's Standards and Ethics Course before being permitted to renew membership in the MRIA for the next membership year,

provided that none of the communication, the publication nor the membership renewal requirement referred to in this Section 34 shall occur until after the expiration of the applicable Appeal period and, if an Appeal has been commenced, all Appeal proceedings related to the Complaint.

*Suspension  
From  
Membership;  
and Possible  
Subsequent  
Reinstatement*

- 35.** A sanction of "**Suspension of Membership**" shall take the form of
- a written reprimand from the Standards Portfolio Chair to the Respondent;
  - suspension of membership in the MRIA for a period of not less than six months and not more than two years, as determined by the Complaint Panel, in its sole discretion, with consideration being given to the factors set out in Section 32 above;
  - publication of the Suspension of Membership and the related reasons in the MRIA's member magazine throughout the period of suspension; and
  - a requirement that the Respondent complete the MRIA's Standards and Ethics Course before the Respondent's application for reinstatement is made,

provided that none of the suspension, the publication nor the membership renewal requirement referred to in this Section 35 shall occur until after the expiration of the applicable Appeal period and, if an Appeal has been commenced, all Appeal proceedings related to the Complaint have been concluded.

At the end of the suspension period, the Member may be reinstated on the condition that the MRIA receives written assurance, from the Respondent, that the act or omission specified in the Complaint will not be repeated. If such assurance is not provided, the Respondent may be expelled from the MRIA Membership following the expiration of the suspension period.

*Expulsion From Membership; and Possible Subsequent Re-instatement*

- 36.** A sanction of "**Expulsion from Membership**" shall take the form of:
- a written reprimand from the Standards Portfolio Chair to the Respondent;
  - expulsion from membership in the MRIA for a period of two years;
  - publication of the Expulsion from Membership and the related reasons in the MRIA's member magazine throughout the period of expulsion;
  - publication of the Expulsion from Membership and the related reasons in external media, if appropriate and as determined by the Board of Directors of the MRIA, with consideration given to the factors set out in Section 32 above; and
  - a requirement that the Respondent complete the MRIA's Standards and Ethics Course before the Respondent's application for reinstatement is made,

provided that none of the expulsion, the publication nor the membership renewal requirement referred to in this Section 36 shall occur until after the expiration of the applicable Appeal period and, if an Appeal has been commenced, all Appeal proceedings related to the Complaint have been concluded.

A party expelled from membership can apply for reinstatement after its expulsion period has been completed, provided that no application for reinstatement will be considered unless the expelled party has provided written assurance to the MRIA that the action or omission specified in the Complaint will not be repeated. Reinstatement of a party expelled from membership shall only be effected by a two-thirds majority vote of the MRIA Board of Directors.

*Right to Appeal*

- 37.** There shall be a right to appeal the Complaint Panel's decision:
- by the Respondent, if the Complaint Panel's decision calls for a sanction of Suspension of Membership or Expulsion from Membership;
  - by the Complainant, if the Complaint Panel has determined there has been no violation of the Code, or if the Complaint Panel has determined the Respondent has committed a violation of the Code that is not deserving of sanction; and
  - by the MRIA, for any reason whatsoever.

All decisions issued by the Complaint Panel must provide notice of such appeal procedures as may be applicable in the circumstances.

*Commencing an Appeal*

- 38.** An "**Appeal**" must be commenced by a "**Notice of Appeal**", which shall be provided in writing to the Standards Portfolio Chair not more than 30 days after the Standards Portfolio Chair provides written notice of the Complaint Panel's decision to the parties to the Complaint, together with a payment of \$100 CDN (or such other fee as may be established from time to time by the MRIA Board of Directors) by way of cash, certified cheque or bank draft made payable to the "Marketing Research and Intelligence Association" (the "**Appeal Payment**").

*Composition of Appeal Panel*

- 39.** The Notice of Appeal shall contain:
- a statement of the matter being appealed; and
  - the name and address of the party bringing the Appeal.

*Evidence before Appeal Panel*

- 40.** Upon receipt of a Notice of Appeal that satisfies the requirements set out in Sections 38 and 39 above, the matter shall be reviewed by an Appeal Panel, which shall be comprised of the President, President-Elect, and Immediate Past-President of the MRIA. Written notice of the appointment of the Appeal Panel shall be sent by the MRIA to both the Complainant and the Respondent within no more than 30 days after the Appeal Panel is appointed.

<i>Power to Compel Evidence</i>	<b>41.</b>	The Appeal Panel shall consider all evidence that was before the Complaint Panel and may request additional evidence from the Complainant, the Respondent, or other parties. If the Appeal Panel requests additional evidence from any party, that party shall have not more than 30 days from the date the Appeal Panel's request is issued to respond in writing. The Appeal Panel shall disclose all written evidence it receives pursuant to this Section 41 to all parties to the Appeal.
<i>Power to Adjourn Appeal</i>	<b>42.</b>	The Appeal Panel shall have the power to adjourn an Appeal at any time, provided it is just and reasonable to do so.
<i>Standard of Review</i>	<b>43.</b>	The parties to the Appeal shall not be entitled to submit additional evidence to the Appeal Panel, beyond what is contained in the Notice of Appeal, unless requested to do so by the Appeal Panel.
<i>Hearing</i>	<b>44.</b>	<p>The Appeal Panel shall have the same powers to compel the production of evidence as are conferred upon the Complaint Panel by these Rules.</p> <p>The Appeal Panel shall only overturn the Complaint Panel's decision if it is satisfied that the Complaint Panel's decision was unreasonable in the circumstances.</p> <p>The Appeal Panel shall conduct the Appeal as a Formal Hearing by way of paper submissions, as set out in Section 26 above.</p>
<i>Communication of Decision</i>	<b>45.</b>	<p>Following the conclusion of its hearing of the Appeal, the Appeal Panel shall:</p> <ul style="list-style-type: none"> <li>• dismiss the Appeal; or</li> <li>• allow the Appeal in whole or in part, and substitute its decision for that of the Complaint Panel.</li> </ul> <p>The Appeal Panel shall issue written reasons for its decision to the Complainant, the Respondent and the Standards Portfolio Chair. The Appeal Panel shall have the same powers to impose sanctions as are conferred on the Complaint Panel by these Rules.</p> <p>In cases where the Appeal is allowed in whole or in part, the Appeal Payment shall be refunded to the party responsible for bringing the Appeal.</p> <p>All determinations of the Appeal Panel shall be final.</p>
<i>Costs</i>	<b>46.</b>	<p>Costs of Complaint proceedings should ordinarily be borne by the MRIA, subject to the following exceptions:</p> <ul style="list-style-type: none"> <li>• where the Complaint has been dismissed, the Complaint Panel or the Appeal Panel may, in their sole discretion, order the MRIA to reimburse the Respondent for some or all of its costs of the Complaint proceedings, if the Appeal Panel or Complaint Panel considers it just and reasonable;</li> <li>• where the Complaint has resulted in a sanction under these Rules, the Complaint Panel or Appeal Panel may, in their sole discretion, order the Respondent to reimburse the MRIA for some or all of its costs of the Complaint proceedings, if the Complaint Panel or Appeal Panel determines such an award is necessary to denounce and deter the reoccurrence of similar behaviour.</li> </ul>
<i>Remedial Education</i>	<b>47.</b>	The Complaint Panel or the Appeal Panel may, in <u>its</u> sole discretion, order the Respondent to attend such remedial education programs as may be determined by the Complaint Panel or the Appeal Panel as a condition of maintaining or reinstating the Respondent's membership in the MRIA.
<i>Notice</i>	<b>48.</b>	Where any party is required to give notice by these Rules, notice shall be sufficiently given if:

- delivered personally to the person to whom it is to be given, or delivered to his recorded address (for the purpose of this Section 48, the person's recorded address shall be the address maintained for the person on the MRIA's membership records). A notice so delivered shall be deemed to have been given when it is delivered personally, or to the recorded address as aforesaid;
- mailed to him at his recorded address by prepaid ordinary or air mail. A notice so mailed shall be deemed to have been given on the third (3<sup>rd</sup>) day after deposit in a post office or public letter box; or
- transmitted by telephone or any form of recorded communication tested immediately prior to transmission (including e-mail and facsimile). A notice so transmitted shall be deemed given and received on the first (1<sup>st</sup>) day after dispatch that is not a Saturday or Sunday or any other day which is a statutory or bank holiday in Toronto, Ontario.

Any notice shall be deemed to have been duly given to, and received by, a corporate party, if it is received by any officer of the corporate party.

*Compliance with these Rules*

- 49.** Where a party to a Complaint has not complied with any requirement of these Rules or any direction of procedure or order issued by the MRIA, a Complaint Panel or the Appeal Panel, the MRIA, the Complaint Panel, or the Appeal Panel (as the context may require) may stay all Complaint proceedings until it is satisfied that such requirement has been complied with, or take such other steps as it considers just and reasonable, including the withdrawal of the Complaint.

*Indemnity*

- 50.** The MRIA shall indemnify its directors, officers, former directors and officers, employees, agents, members of the Complaint Panel and the Appeal Panel (the "**Indemnitees**"), and the Indemnitees' heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by the Indemnitees in respect of any civil, criminal or administrative action or proceeding to which the Indemnitees have been made a party by reason of being or having participated in a Complaint, if:
- the Indemnitees acted honestly and in good faith with a view to discharging their duties under these Rules; and
  - in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the Indemnitees had reasonable grounds for believing that their conduct was lawful;

*Release and Limitation of Liability*

- 51.** THIS SECTION LIMITS THE MRIA'S LIABILITY AND PROVIDES FOR A RELEASE AND AN INDEMNITY. PLEASE READ IT CAREFULLY.

In consideration for a person's (the "**Releasor**") membership in the MRIA (which term shall include, for the purpose of this Section 51, the MRIA, its directors, officers, employees, agents, members and their respective successors, heirs, executors, administrators, personal representatives and assigns) and the Releasor's participation in the Complaint, the Releasor (which term shall include, for the purpose of this Section 51, the Releasor and its, his or her successors, heirs, executors, administrators, personal representatives and assigns, as the context may require) hereby agrees:

- the MRIA shall not be liable to the Releasor for any damages, including consequential or special damages, arising directly or indirectly from:
  - any breach of these Rules, fundamental or otherwise; or
  - any negligence, acts or omissions of the MRIA; or
  - any provision, duty or requirement of any statute, including, but not limited to, the *Libel and Slander Act*, R.S.O. 1990, c. L.12; or
  - any duty at law or in equity.

- to release, remise, acquit and discharge the MRIA from any claims, actions, demands, costs and expenses of any kind whatsoever, whether in contract, negligence or tort, at law or in equity, or by statute or otherwise, including, without limitation, the *Libel and Slander Act*, R.S.O. 1990, c. L.12, with respect to injury, loss or damage to the person or property of the Releasor, howsoever caused, in any way arising out of or related to a Complaint; and
- to indemnify, save and hold harmless the MRIA from and against any claims, actions, demands, judgments, awards, declarations, orders, settlements, damages (including general, special, punitive, aggravated or exemplary damages), liabilities, losses, costs, charges, interest and expenses, or proceedings of any kind whatsoever which may be initiated or presented by any other persons, individuals or other legal entities, and which arise directly or indirectly from any acts or omissions of the Releasor. Without limiting the generality of the foregoing, the Releasor hereby agrees to pay all costs, fees and expenses, on a solicitor and own client basis, which may be incurred by the MRIA, relating to any acts or omissions of the Releasor.

#### 4. **EXAMPLE OF AN INTERNET SURVEY PRIVACY STATEMENT**

NameOfCompany would like to thank you for taking part in this Market Research survey about GeneralDescriptionOfTheSurvey. We are not trying to sell or promote anything. We are interested only in your opinions. The answers you give us will be treated as **Confidential** unless you have given your consent to the contrary. In the relatively few instances where we ask you for permission to pass data on in a form which allows you to be personally identified, we will ensure that the information will be used only for the purposes stated.

We will not send you unsolicited mail or pass on your email addresses to others for this purpose. As with all forms of marketing and opinion research, your co-operation is **voluntary** at all times. No personal information is sought from or about you, without your prior knowledge and agreement. You are entitled at any stage of the interview, or subsequently, to ask that part or all of the record of your interview be destroyed or deleted. Wherever reasonable and practical we will carry out such a request.

We use **cookies** and other similar devices sparingly and only for quality control, validation and to prevent bothersome repeat surveying. You can configure your Browser to notify you when cookies are being placed on your computer. You can also delete cookies by adjusting your browser settings

We automatically capture information about your browser type for the sole purpose of delivering an interview best suited to your software.

Our web site has **security measures** in place to protect the loss, misuse, and alteration of the information under our control. Only certain employees have access to the information you provide us with. They have access only for data analysis and quality control purposes.

You can **contact us** at [emailaddress@company.com](mailto:emailaddress@company.com) to discuss any problems with this survey. You can find out more about us at [www.ourwebsite.com](http://www.ourwebsite.com). We are members of the MARKETING RESEARCH AND INTELLIGENCE ASSOCIATION and follow their code of conduct for market research.