

The MRSI Code of Conduct

BASIC PRINCIPLES

Marketing and social research depend upon public confidence that the research is conducted honestly, objectively, without unwelcome intrusion and without disadvantage to informants, and that it is based upon the willing co-operation of the public.

The general public and anyone else interested shall be entitled to complete assurance that every marketing research project is carried out strictly in accordance with this code, and that their rights of privacy are respected. In particular, members of the general public must be assured absolutely that personal and/or confidential information supplied during the course of a marketing research study will not be made available without their agreement to any individual or organisation, whether private or official, outside the researcher's own organisation (as laid down in Section C), and that such information will not be used for any purpose other than marketing research.

Research should also be conducted according to accepted principles of fair competition, as generally understood and accepted, and to high technical standards. Marketing and social researchers should always be prepared to make available the necessary information whereby the quality of their work and the validity of their findings can be adequately assessed.

DEFINITIONS

In this Code :

- a) The terms Marketing Research is defined as the systematic collection and objective recording, classification, analysis and presentation of data concerning the behaviour, needs, attitudes, opinions, motivations, etc. for individuals and organisations (commercial enterprises, public bodies, etc.) within the context of their economic, social, political and everyday activities. For the purpose of this Code, the term Marketing Research is taken to also cover Social Research, insofar as the latter uses similar approaches and techniques in its study of issues and problems not directly connected with the marketing of goods and services. Reference to the term Marketing Research shall throughout this Code therefore be held to include Social Research equally. The term also includes those forms of research commonly referred to as Industrial Marketing Research and as Desk Research, especially where these are concerned with the acquisition of original data from the field and not simply the secondary analysis of already available data.

- b) The term Research is defined as any individual, company, group, public or private institution, department, division, etc. which directly or indirectly conducts, or acts as a consultant in respect of a Marketing Research project, survey, etc. or offers its services to do so. The term Researcher also includes any department or division, etc. which may belong to or form part of the same organisation as that of the Client. The term Researcher is further extended to cover responsibility for the procedures followed by any contractor from whom the Researcher commissions any work (data collection or analysis, printing, professional consultancy) is held responsible for ensuring that any such sub-contractor fully conforms to the provisions of this Code.

- c) The term Client is defined as any individual, company, group, public or private institution, department, division, etc. (including any such department or division, etc. which may belong to, or form part of, the same organisation as the Researcher) which wholly or partly commissions, requests, authorizes, or agrees to subscribe to a Marketing Research project or proposes so to do.

- d) The term Informant is defined as any individual, group or organisation from whom any information is sought by the Researcher for the purpose of a Marketing Research project, survey, etc., regardless of the type of information sought or the method or technique used to obtain it. The term Informant therefore covers not only cases where information is obtained by verbal techniques but also cases where non-verbal methods such as observation, postal surveys, mechanical, electrical or other recording equipment are used.

- e) The term Interview is defined as any form of direct or indirect contact (including observation, electro-mechanical techniques, etc.) with Informants the result of which is the acquisition of data or information which could be used in whole or in part for the purposes of a given Marketing Research project, survey, etc.

- f) The term Record(s) is defined as any brief, proposal, questionnaire, checklist, record sheet, audio or audio-visual recording or film, tabulation or computer print-out, Computer or other storage medium, diagram, report, etc., in whatsoever form, in respect of any given Marketing Research project, survey, etc., whether in whole or in part. It includes Records prepared by the Client as well as by the Researcher.

RULES :

A. Responsibilities towards Informant

Article 1. Any statement made to secure co-operation and all assurances to an Informant, whether oral or written, shall be factually correct and honoured.

Anonymity of Informants

Article 2. Subject only to the provisions of Article 3, the Informants shall remain entirely anonymous. Special care must be taken to ensure that any record which contains a reference to the identity of an Informant is securely and confidentially stored during any period before such reference is separated from that record and/or destroyed. No information which could be used to identify informants, either directly or indirectly, shall be revealed other than to research personnel, within the Researcher's own organization who require this knowledge for the administration and checking of interviews, data processing etc. Such persons must explicitly agree to make no other use of such knowledge. All Informants are entitled to be given full assurance on this point.

Article 3. The only exceptions to the above Article 2 are as follows :

- a) if Informants have been told of the identity of the Client and the general purpose for which their names would be disclosed and have then consented in writing to this disclosure.
- b) where disclosure of these names to a third party (e.g. a subcontractor) is essential for any purpose such as data processing or in order to conduct a further interview with the same Informant (see also Article 4). In all such cases the Researcher responsible for the original survey must ensure that any third parties as involved agree to observe the provisions laid down in this Code.
- c) where the Informant is supplying information not in his role as a private individual but as an employee, officer or owner of an organisation or firm, provided that the provisions of Article 5 are followed.

Article 4. Further interviews, after the first, shall only be sought with the same Informants under one of the following conditions :

- a) in the course of carrying out normal quality control procedures, **or**
- b) if Informant's permission has been obtained at a previous interview, **or**
- c) if it is pointed out to Informants that this interview is consequent upon one they have previously given and they then give their permission before the collection of further data, **or**
- d) if it is essential to the research technique involved that Informants do not realize that this interview is consequent upon one they have previously given, but they do give their permission before the collection of further data.

Article 5. If the Informant is supplying information not in his role as a private individual but as an employee, officer or owner of an organisation or firm, then it may be desirable to list this organisation in the report. The report shall not however enable any particular organisation or person, except with prior permission from the relevant Informant, who shall be told to the extent to which it will be communicated.

Rights of the Informant

Article 6. All reasonable precautions shall be taken to ensure that the Informant, and others closely associated with him, are in no way adversely affected or embarrassed as a result of any interview. This requirement covers the information to be obtained, the interviewing process itself, and the handling and testing of any products involved in the research. The purpose of the enquiry shall be revealed in cases where information given in ignorance of this knowledge could adversely affect the Informant.

Article 7. The Informant's right to withdraw, or to refuse to co-operate at any stage of the interview, shall be respected. Whatever the form of the interview, any or all of the information given by the Informant must be destroyed without delay, if the informant so requests. No procedure or technique which infringes this right shall be used.

Article 8. Informants shall be told in advance which observation or recording techniques are to be used. This requirement does not apply where the actions or statements of individuals are observed and/or overheard by other people present, for example in a shop or in the street.

In the latter case at least one of the following conditions shall be observed;

- a) all reasonable precautions are taken to ensure that the individual's anonymity is preserved, **and/or**
- b) the individual is told immediately after the event that his action and / or statements have been observed or recorded or filmed, and is given the opportunity to see or hear the relevant section of the record and if he wishes, to have it destroyed or deleted.

Wherever questions are subsequently asked to the person observed, condition (b) above shall apply.

The observation or recording of normal activities in such places as distribution outlets accessible to ordinary customers e.g. in carrying out distribution checks, need not involve the Researcher in obtaining clearances of agreement for such work, but the Researcher shall ensure that there is no substantial infringement of the privacy and anonymity of any individuals in such locations.

Article 9. As part of the research design, a selling or simulated selling situation is sometimes incorporated in a survey (for example, in simulated test market techniques). In such cases, it is especially important that the respondent or anyone else shall not be left with any impression, after the research has been concluded, that he has been participating in anything other than a genuine research project. After completion of the research, the experimental nature of the selling situation should be explained and, wherever possible, any money passed over by the respondent should be returned or otherwise reimbursed in some way acceptable to the respondent.

Article 10. Where observers other than the Researcher are present at an interview, the Researcher is responsible for ensuring that they are aware of the relevant provisions of this Code and have agreed to abide by these.

Article 11. The name and address of the Researcher shall normally be made available to Informants at the time of interview. Where an accommodation address is necessary for postal surveys, or where a 'cover name' is used for interview, arrangements shall be made so that it is possible for Informants subsequently to find without difficulty the name and address of the Researcher.

Interviewing Children

Article 12. Special care shall be taken in interviewing children below the age of 12 years. Before they are interviewed, or asked to complete a questionnaire, the permission of a parent, guardian, or other person currently responsible for them (such as a responsible teacher) shall be obtained. In obtaining this permission, the Interviewer shall describe the nature of the interview in sufficient detail to enable the responsible person to reach an informed decision. The responsible person shall also be specifically informed if it is intended to ask the children to test any products or samples. The permission of parents/guardians/teachers is not necessary when interviewing children in the age group of 12-15 years. However special care must be exercised by the Researcher when the child has to participate in a product test or answer questions on sensitive subjects.

B. Relations with the General Public & the Business Community

Article 13. No activity shall be deliberately or inadvertently misrepresented as Marketing Research. Specifically, the following activities shall in no way be associated, directly or by implication, with Marketing Research interviewing or activities.

- a) enquiries whose objectives are to obtain personal information about private individuals per se, whether for legal, political, supervisory (e.g. job performance), private or other purpose;
- b) the compilation of lists, registers or data banks of names and addresses for non-researcher purposes (e.g. canvassing or fund raising), unless this is done from already available sources other than market research;
- c) industrial, commercial or any other form of espionage;
- d) the acquisition of information for use by credit-rating or similar services;
- e) sales or promotional approaches to the Informant;
- f) the collection of debts;
- g) direct or indirect attempts, including the framing of questions, to influence an informant's opinions or attitudes on any issue.

Article 14. Researchers shall not misrepresent themselves as having any qualifications, skills or access to facilities which they do not in fact possess.

Article 15. Unjustified criticism and disparagement of competitors shall not be permitted.

Article 16. No one shall knowingly disseminate conclusions from a given research project or service that are inconsistent with or not warranted by the data

C. The Mutual Responsibilities of Clients and Researcher

Article 17. The relationship between a Client and a Researcher will generally be subject to a form of contract between them. (The MRSI has developed a model contract which is available on request). This Code does not aim to limit the freedom of the parties to make whatever agreement they wish between themselves. However, any such agreement shall not depart from the requirements of this Code except in the cases of certain specific Articles, namely, Article 18-24 inclusive, 31 and 33. These are the only articles which may be modified by agreement between Client and Researcher.

Property of Marketing Research Records

Article 18. Marketing Research proposals and quotations provided by a Researcher at the request of the Client and without an agreed payment remain the property of the Researcher submitting them. In particular, prospective Client shall not communicate the proposals of one Researcher to another Researcher except where the latter is acting directly as a consultant to the Client on the project concerned; nor shall the Client use the proposals or quotations of one Researcher to influence the proposals of another Researcher. Similarly, the Marketing Research brief and specifications provided by a Client remain the property of the Client.

Article 19. The research findings and data from a Marketing Research project are the property of the Client. Unless the prior written consent of the Client has been obtained, no such findings or data shall be disclosed by the Researcher to any third party.

Article 20. The research technique and methods (including computer programs) used in a Marketing Research project do not become the property of the Client, who has no exclusive right of their use.

Article 21. All records prepared by the Researcher, other than the report, shall be the property of the Researcher, who will be entitled to destroy records without reference to the Client after the periods specified in the guidelines below :

- a) questionnaires will be retained for three months after the submission of the report or presentation text.
- b) data, which is on computer media, will be preserved for two years after the submission of the report or presentation text; the client shall have access to the data for additional analysis at a mutually agreed cost.
- c) qualitative research video/audio tapes/transcripts will be retained for two months after the submission of the report or presentation text
- d) data of continuous surveys will be retained for two years after the survey period.

These time periods will not apply to syndicated surveys, of ad hoc or continuous nature, where the Researcher will specify the time for retaining the questionnaires and the data, if different from the reference periods mentioned above; or where the client and Researcher have agreed to a different time frame.

Article 22. After the Researcher has submitted his report upon the study to the agreed specification, the Client shall be entitled to obtain from the Researcher duplicate copies of completed questionnaires or other records, provided that the Client shall bear the reasonable cost of preparing such duplicates, and that the request is made within the time limit set by Article 21. Article 22 shall not apply in the case of a project or service where it is clearly understood that the resulting reports are to be available for general purpose on a syndicated or subscription basis. Any duplicate provided shall not reveal the identity of Informants.

Confidentiality

Article 23. Unless authorised to do by the Client, the Researcher shall not reveal to Informants, nor to any other person not directly concerned with the work of the study, the name of the Client commissioning the study.

Article 24. All confidential information and material relating to the Client shall not be divulged except to persons wholly or substantially engaged in the service of the Researcher, including subcontractors, who need such information or material in order to effectively carry out the research work.

Article 25. The Researcher shall clearly indicate to the Client what parts of a project will be handled by subcontractors and, if the Client requires, the identity of these subcontractors.

Article 26. On request the Client, or his mutually acceptable representative, may attend a limited number of interviews to observe the standards of the fieldwork. In certain types of research (e.g. panels) this may require the previous agreement of the Informant to the presence of such an observer. The Researcher is entitled to be recompensed if the Client's desire to attend an interview interferes with, delays or increases the cost of the fieldwork. In the case of a multi client study, the Researcher may require that the observer in charge of checking the quality of the field work is independent of any of the Clients.

Article 27. When two or more projects are combined in one interview, or one project is carried out on behalf of more than one Client, or a service is offered on the basis that it is also available on subscription to other potential Clients, each client concerned shall be informed in advance that the project or service is not being offered on an exclusive basis. The identity of the other Clients or potential Clients need not however be disclosed.

Multi client Studies

Article 28. The client shall not give any of the results of the multi client study to any person outside his own organisation (the latter to be considered as including his consultants and advisers) unless he has first obtained the Researcher's permission to do so.

Publishing the Results

Article 29. Reports and other records relevant to be Marketing research project and provided by the Researcher shall normally be used solely by the Client and his consultants or advisers. The contract between Researcher and Client should normally specify the copyright of the research findings and any arrangements with respect to the subsequent more general publication of these findings. In the absence of such a specific agreement, if the Client intends any wider circulation of the results of a study either in whole or in part:

- a) the Client shall agree in advance with the Researcher the exact form and content of publication or circulation. If agreement on this cannot be reached between Client and Researcher, the latter is entitled to refuse permission for his name to be quoted in connection with the study.
- b) where the results of a Marketing Research project are given any such wider circulation the Client must at the same time make available the information listed under Article 34 about the published part of the study. In default of this, the Researcher himself is entitled to supply this information to anyone receiving the above-mentioned results;
- c) the Client shall do his utmost to avoid the possibility of misinterpretation or the quotation of the results out of their proper context.

Article 30. Researchers shall not allow their names to be used as an assurance that a particular Marketing Research project has been carried out in conformity with this Code unless they are fully satisfied that the project has in every respect been controlled according to the Code's requirements.

Exclusivity

Article 31. In the absence of any contractual agreement to the contrary, the Client does not have the right to exclusive use of the Researcher's services, whether in whole or in part.

D. Reporting Standards

Article 32. The Researcher shall, when presenting the results of a Marketing Research project (whether such presentation is oral, in writing or in any other form), make a clear distinction between the results themselves and the Researcher's interpretation of the data and his recommendations.

Article 33. Normally every report of a Marketing Research project shall contain an explanation of the points listed under Article 34, or a reference to a readily available separate document containing this explanation. The only exception to this Article is in the case where it is agreed in advance between the Client and the Researcher that it is unnecessary to include all the listed information in the formal report or other document. Any such agreement shall in no way remove the entitlement of the Client to receive any and all of the information freely upon request. Also this exception shall not apply in the case where any or all of the research report on findings are to be published or made available to recipients in addition to the original Clients.

Article 34. The following information shall be included in the report on a research project:

Background

- a) for whom and by whom the study was conducted;
- b) the purpose of the study;
- c) name of subcontractors and consultants performing any substantial part of the work;

Sample

- d) a description of the intended and actual universe covered;
- e) the size, nature and geographical distribution of the sample, both planned and achieved; and, where relevant, the extent to which any of the data collected were obtained from only a part of the sample;
- f) details of the sampling method and of any weighting methods used;
- g) where technically relevant, a statement of response rate and a discussion of possible bias due to non-response;

Data Collection

- h) a description of the method by which the information was collected (that is, whether by personal interview, postal or telephone interview, group discussion, mechanical recording device, observation or some other method);
- i) adequate description of field staff; briefing and field quality control methods used;
- j) the method of recruitment used for Informants and the general nature of any incentives offered to them to secure their co-operation;
- k) the time at which the fieldwork was done;
- l) in the case of "Desk Research", a clear statement of the sources and their reliability;

Presentation of Results

- m) the relevant factual findings obtained;
- n) bases of percentages, clearly indicating both weighted and unweighted bases;
- o) general indications of the probable statistical margins of error to be attached to the main findings, and of the level of statistical significance of differences between key figures.
- p) questionnaires and other relevant documents used (or, in the case of a shared project, the portion relating to the matter reported upon).

E. Additional Requirements for Public Opinion polls

Article 35. When any public opinion poll findings are published in print media Article 35 these should always be accompanied by a clear statement of :

- a) the name of the sponsor of the research (client)
- b) the name of the research organisation carrying out the survey;
- c) the universe effectively represented (i.e. who was interviewed) and what was excluded by design (eg non internet users for online surveys)
- d) the achieved sample size and its geographical coverage;
- e) the date of fieldwork;
- f) the sampling methods used (and in the case of random samples, the success rate achieved;
- g) the methods by which the information was collected (personal or telephone interview, online, self completion, etc.);
- h) whether the data was weighted and parameters used for weighting
- i) actual sample size for each segment for which the results have been broken out;
- j) the margin of error in the estimate at the total sample level as well as at the level of reported breaks;
- k) results include the % of respondents saying "Don't Know" and in case of voting intention surveys also the % of respondents saying they will not vote;

- l) the relevant questions asked. In order to avoid possible ambiguity the actual wording of the questions should be given unless this is a standard question already familiar to the audience or it is given in a previously published report to which reference is made.

Article 36. In the case of broadcast media, or when there is a space crunch in print media, it may not be possible always to give information on all these points. As a minimum, the following points should be covered in reference to findings of a public opinion poll (for broadcast media – preferably in a visual (written form) where practical):

- a) the name of the sponsor of the research (client)
- b) the name of the research organisation carrying out the survey;
- c) the universe effectively represented (i.e. who was interviewed) and what was excluded by design (eg non internet users for online surveys)
- d) the achieved sample size and its geographical coverage;
- e) the date of fieldwork;
- f) the methods by which the information was collected (personal or telephone interview, online, self completion etc.)
- g) whether the data was weighted and parameters used for weighting
- h) actual sample size for each segment for which the results have been broken out.

In addition, an internet link should be provided where all the details about the survey outlined from article 35 to 42 of the code are published to ensure that readers/viewers/listeners interested in more details to form an informed opinion about the findings published.

Article 37 The percentages of respondents who give 'don't know' answers (and in the case of voting-intention studies, of those who say they will not vote) must always be given where they are likely to significantly affect the interpretation of the findings. When comparing the findings from different surveys, any changes (other than minor ones) in these percentages must be indicated.

Article 38. In the case of voting-intention surveys it must always be made clear if voting intention percentages quoted include any of those respondents who answered 'don't know' or 'may not / will not vote' in reply to the voting questions asked.

Article 39. Whatever information may be given in the published report of the survey, the publisher and/or the research organisation involved must be prepared on request to supply any other information about the survey methods described in Article 34 of the Code; Where the questions reported on have formed part of a more extensive or 'omnibus' survey, this must be made clear to any enquirer.

Article 40. The research organisation and the client each have a responsibility in the public interest to ensure that the published report on a public opinion poll does not misrepresent or distort the survey data. For example, misleading comments based on non-significant differences must be avoided. Special care must be taken to ensure that any graphs or charts used do not convey a misleading impression of the current survey's results or of trends over time. It is also important that the reader or listener should be able to clearly distinguish between the survey findings as such and any editorial or other comments based upon them. Particularly in the case of print reports, the research organisation must wherever feasible approve in advance the exact form and content of publication as required in Article 29(a) of the Code.

Article 41. The research organisation cannot normally be held responsible for any subsequent use made of public opinion poll results by people other than the original client. It should however be ready to issue immediately such comments or information as may be necessary to correct any cases of misreporting or misuse of results when these are brought to its attention.

Article 42. In the event that a client releases data from a survey which was not originally intended for publication this Code of Conduct will apply to it as if it had originally been commissioned for publication.

F. Implementation of the Code

Article 42. Any person or organisation involved in, or association with, a Marketing Research project and/or proposal is responsible for actively applying the rules of this Code in the spirit as well as the letter.

Article 43. Any alleged infringement of the Code shall be reported without delay to the President of the MRSI or to the Convenor of The Professional Standards Committee of the MRSI.

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