

Cogent Research Charter

Cogent SSC is the Sector Skills Council for Chemicals, Pharmaceuticals, Nuclear, Oil and Gas, Petroleum and Polymers. Cogent's remit includes the provision of sector Labour Market Information to inform stakeholders. This research will be carried out in a manner consistent with national, European and international law.

The Cogent Research Charter is based upon the principles of the ICC/ESOMAR Code whilst taking account of UK legislation and practice. The ICC/ESOMAR Code is included as an appendix for reference.

1. Precepts

- (a) Cogent Research and benchmarking exercises will conform to all relevant national, European and international laws, particularly those relevant to Data Protection, Freedom of Information, and Competition Law. This conformity will be transparent and unambiguous.
- (b) Researchers representing Cogent will behave in a professional and ethical manner.
- (c) Respondents' cooperation in research and benchmarking by Cogent is voluntary.
- (d) In agreeing to participate in research and benchmarking exercises, Respondents will commit to supplying appropriate and accurate information, as far as is reasonably practicable with regard to the objective of the enquiry.
- (e) Cogent Research and benchmarking exercises will maintain the confidentiality of those disclosing labour market information. This means that the identity of participants will not be disclosed without prior agreement and that responses will be used and quoted in such a way as to maintain the confidentiality of information provided.
- (f) Cogent will ensure that individual data and other potentially sensitive information provided by participants cannot be identified¹ by third parties. Confidentiality is recognised as universal, applying in both formal and informal contexts.
- (g) Cogent Research will ensure that projects and activities are designed, carried out, reported and documented accurately, transparently, objectively and to a high standard of quality.
- (h) Cogent will take reasonable steps to avoid conflicts of interest with respondents.

2. Conducting Research

Cogent Research will:

- (a) ensure that small samples do not inadvertently identify Respondents
- (b) ensure the Respondent's permission is sought in advance for follow-up stages such as interview.

In designing questionnaires, Cogent Research will take reasonable steps to ensure that:

- (a) questions are fit for purpose
- (b) the design and content of questionnaires are appropriate
- (c) that Respondents are not led towards a particular answer
- (d) that answers are capable of being interpreted in an unambiguous way.

In preparing for fieldwork, Cogent Research will ensure that:

- (a) a Respondent's right to withdraw at any stage is respected.
- (b) Respondents are aware of, and agree to, any sound or video recording.
- (c) Respondents are not misled or coerced to participate in a research project
- (d) telephone and face-to-face interviews, normally take place during normal working hours, unless by appointment

3. Analysis and Reporting of Research Findings

Cogent Research will:

- (a) protect data sources, and report in accordance with national, European and international laws related to data protection, freedom of information and competition (including anti-trust)
- (b) ensure that the research conclusions disseminated are clearly and adequately supported by the data
- (c) comply with reasonable requests to make available the technical information necessary to assess the validity of any published findings from a research project
- (d) ensure that reports and presentations clearly distinguish between facts and interpretation
- (e) take reasonable steps to check and where necessary amend any materials prior to publication to ensure accuracy and correctness.

4 Conducting Benchmarking Research:

Cogent will ensure that:

- (a) any survey is managed under appropriate confidentiality arrangements;
- (b) information reported is at least 3 months old;
- (c) at least 5 participants report data for each statistic;
- (d) no one individual participant's data represents more than 25% of that statistic;
- (e) any information disseminated is aggregated so that recipients cannot identify salary or benefits paid by any one participant;
- (f) no recommendations, discussions or agreements shall occur between participants either during or after the conclusion of the survey.

5.Data Storage

Cogent will:

- (a) ensure that all information and data is held securely
- (b) take reasonable steps to ensure that all parties involved in the research are aware of their obligations regarding security of data
- (c) take reasonable steps to ensure that the destruction of data is appropriate to the confidentiality of the data being destroyed.

APPENDIX

The International Chamber of Commerce/ESOMAR Code of Marketing and Social Research Practice

<http://www.iccwbo.org/iccbifii/index.html>

A. General

1. Marketing research must always be carried out objectively and in accordance with established scientific principles.
2. Marketing research must always conform to the national and international legislation which applies in those countries involved in a given research project.

B. The Rights of Respondents

3. Respondents' cooperation in a marketing research project is entirely voluntary at all stages. They must not be misled when being asked for their cooperation.
4. 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 personally identified:
 - (a) 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
 - (b) the Researcher must ensure that the information will not be used for any non-research purpose and that the recipient of the information has agreed to conform to the requirements of this Code.
5. 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.
6. 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.
7. Respondents must be told (normally at the beginning of the interview) if observation techniques or recording equipment are being used, except where these are used in a public place. If a Respondent so wishes, the record or relevant section of it must be destroyed or deleted. Respondents' anonymity must not be infringed by the use of such methods.
8. Respondents must be enabled to check without difficulty the identity and bona fides of the Researcher.

C. The Professional Responsibilities of Researchers

9. 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.
10. Researchers must not make false claims about their skills and experience or about those of their organisation.
11. Researchers must not unjustifiably criticise or disparage other Researchers.
12. Researchers must always strive to design research which is cost-efficient and of adequate quality, and then to carry this out to the specifications agreed with the Client.
13. Researchers must ensure the security of all research records in their possession.
14. 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.
15. When acting in their capacity as Researchers the latter must not undertake any non-research activities, for example database marketing involving data about individuals which will be used for direct marketing and promotional activities. Any such non-research activities must always, in the way they are organised and carried out, be clearly differentiated from marketing research activities.

D. The Mutual Rights and Responsibilities of Researchers and Clients

16. These rights and responsibilities will normally be governed by a written Contract between the Researcher and the Client. The parties may amend the provisions of Rules 19-23 below if they have agreed to this in writing beforehand; but the other requirements of this Code may not be altered in this way. Marketing research must also always be conducted according to the principles of fair competition, as generally understood and accepted.
17. 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.
18. 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 organisation (including the use of any outside consultants). On request the Client must be told the identity of any such subcontractor.

19. 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 organisation, 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.
20. 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:
- (a)** Marketing research briefs, specifications and other information provided by the Client.
 - (b)** 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).
The Client has however no right to know the names or addresses of Respondents unless the latter's explicit permission for this has first been obtained by the Researcher (this particular requirement cannot be altered under Rule 16).
21. Unless it is specifically agreed to the contrary, the following Records remain the property of the Researcher:
- (a)** Marketing research proposals and cost quotations (unless these have been paid for by the Client) 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.
 - (b)** The contents of a report in the case of syndicated 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 to his own consultants and advisors for use in connection with his business) without the permission of the Researcher.
 - (c)** 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).
22. The Researcher must conform to currently agreed professional practice relating to the keeping of such Records for an appropriate period of time 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 (Rule 4); 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.
23. 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.
24. 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. Any such checks must conform to the requirements of Rule 4.

25. The Researcher must provide the Client with all appropriate technical details of any research project carried out for that Client.
26. 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.
27. Where any of the findings of a research project are published by the Client the latter has a responsibility to ensure that these are not misleading. The Researcher must be consulted and agree in advance the form and content of publication, and must take action to correct any misleading statements about the research and its findings.
28. 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.
29. Researchers must ensure that Clients are aware of the existence of this Code and of the need to comply with its requirements.