

# Supplementary Agreement

between

Company X, street address, postal code town, hereinafter referred to as "client",

and

Institute Y, street address, postal code town, hereinafter referred to as "institute",

concerning

## Implementation of qualitative methods within the context of the study:

*(insert name of study)*

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### Appendix VI to the Regulations on the Use of the Label «Market and Social Research by SWISS INSIGHTS»

#### Introduction

In qualitative studies, various methods can be used within the context of a project in which the institute's client can observe the participants (physically or via webstreaming), listen to them or read along entries on a mobile app (hereinafter referred to as "follow").

The following qualitative methods will be used in the context of the aforementioned study (please check all methods that apply):

#### Physical

- Observation (hidden or visible) of one-on-one interviews or focus groups
- Reading through written pre- or post-interview tasks

#### Video Interview

- Observation (hidden or visible) of video-based web interviews or web focus groups

#### Webstreaming

- Observation of one-on-one interviews or focus groups via webstreaming

#### Applications/Chats

- Reading content in the context of surveys via mobile application
- Reading content in the context of surveys via online platform
- Reading content in the context of surveys via digital online focus groups

#### Telephone Interviewing

- Listening in on interviews via telephone

The member institutes of SWISS INSIGHTS, which are entitled to bear the label «Market and Social Research by SWISS INSIGHTS», urgently require that the client who wishes to follow content in the context of qualitative studies, and all employees involved, comply with the federal data and personality protection legislation (cf. enclosed SWISS INSIGHTS information sheet on the protection of personality and data), provide his consent to being subject to the guidelines of SWISS INSIGHTS ([www.swiss-insights.ch](http://www.swiss-insights.ch)), comply with the ICC/ESOMAR Code ([www.esomar.org](http://www.esomar.org)), and confirm this consent in writing.

In the case of employee and customer satisfaction surveys as well as surveys in which the client provides the address data of the participants, thus running a significantly higher risk of identification of the participant by the client, the institute may refuse to grant the client the opportunity to follow the qualitative research.

**The client and the client's observing persons undertake:**

- ▶ to treat the names and addresses of the participants and all information collected from these persons as strictly confidential;
- ▶ not to observe any interviews with participants known to him/her personally;
- ▶ not to disclose any personal information which he/she obtains in the course of observing qualitative research to any other person;
- ▶ not to make any recording in any form (e.g., audio or visual recordings, note-taking, etc.) of the situations observed;
- ▶ to take note that the institute must be notified immediately of any such occurrence (recordings or other data processing), the relevant data must be handed over to the institute and then must be completely deleted from all pertinent databases by the client, and the client must confirm the complete deletion in writing;

**The client and any other observing person(s) acknowledge and agree:**

- ▶ that violations of the data and personality protection provisions may entail consequences under civil and/or criminal law;
- ▶ that the data collection will be monitored in parallel by the field manager or a supervisor;
- ▶ that the interviewer is informed about the contents being forwarded externally and that the client is observing the research from his location in Switzerland;
- ▶ that the participants have been made aware of the fact that interviews will be observed by third parties and that the name and address of the observing person(s) will be disclosed to the participants upon request;
- ▶ that the expenses incurred by the institute in connection with the launching and supervising of the external observations can be invoiced separately.

**By means of their signature, the client and the observing person(s) confirm that they have read the above obligations and will comply with them in full. The misconduct of observing persons shall be attributed to the client. In the event of any violation of the above obligations on the part of the client, the client undertakes to pay a contractual penalty amounting to CHF XXX to the institute. Payment of the contractual penalty shall not exempt the client from further proper performance of the contract. In particular, the client undertakes to ensure that the names and addresses of the persons interviewed and all information collected from these persons are treated confidentially and in accordance with data protection regulations. The right to assert further claims for damages (and, in particular, the assertion of proven, quantified reputational damage) remains explicitly reserved. Swiss law is applicable. The place of jurisdiction is the registered office of the institute.**

**Client:**

\_\_\_\_\_

Legally valid signature(s):

\_\_\_\_\_

Place and date:

\_\_\_\_\_

**First name, surname, and address of the observing person(s):**

First name and surname (in capitals): \_\_\_\_\_

Address: \_\_\_\_\_

Place and date: \_\_\_\_\_

Signature: \_\_\_\_\_

First name and surname (in capitals): \_\_\_\_\_

Address: \_\_\_\_\_

Place and date: \_\_\_\_\_

Signature: \_\_\_\_\_

None of these methods may be employed before a copy of this document has been signed by the client and the observing person(s).