

# Documentation for NORC's AmeriSpeak® Panel for Institutional Review Boards



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**TABLE OF CONTENTS**

**INTRODUCTION..... 2**

**About AmeriSpeak ..... 2**

**About NORC..... 2**

**NORC Institutional Review Board (IRB) ..... 2**

**NORC IRB Review of AmeriSpeak Research ..... 3**

**IRB Review For Time-sharing Experiments for the Social Sciences (TESS) ..... 3**

**NORC Company and Contact Information..... 3**

**AMERISPEAK METHODOLOGY AND TECHNICAL DESIGN ..... 4**

**Target Population ..... 4**

**Sample Frame ..... 4**

**Sample Selection for Panel Recruitment ..... 4**

**AmeriSpeak Panel Recruitment Procedures ..... 5**

**Consenting and Initial Profiling..... 5**

**Panel Member Study Participation ..... 5**

**Incentives for Study Participation ..... 6**

**Panel Management Policies ..... 6**

**AMERISPEAK PANEL PRIVACY PROTECTIONS ..... 6**

**Confidentiality Agreement with Panel Members ..... 6**

**Obtaining Consent for Specific Surveys..... 7**

**Adverse Event Reporting..... 7**

**Data and Record Storage..... 7**

**ORGANIZATIONS AND FUNDING AGENCIES THAT HAVE CONDUCTED RESEARCH  
USING THE AMERISPEAK PANEL..... 9**

**APPENDIX A: ONLINE CONSENT SCREEN TO JOIN THE AMERISPEAK PANEL..... 10**

**APPENDIX B: TELEPHONE CONSENT LANGUAGE TO JOIN THE AMERISPEAK PANEL  
11**

**APPENDIX C: AMERISPEAK PRIVACY POLICY..... 12**

**APPENDIX D: AMERISPEAK TERMS AND CONDITIONS..... 18**

**APPENDIX E: AMERISPEAK STANDARD SURVEY INVITATION (EMAIL AND  
TELEPHONE) ..... 25**

## INTRODUCTION

### ABOUT AMERISPEAK

Funded and operated by NORC at the University of Chicago, AmeriSpeak® is a probability-based panel designed to be representative of the US household population. Randomly selected US households are sampled with a known, non-zero probability of selection from the NORC National Sample Frame, and then contacted by US mail, email, telephone, and field interviewers (face to face). AmeriSpeak panelists participate in NORC studies or studies conducted by NORC on behalf of governmental agencies, academic researchers, and media and commercial organizations.

Respect for the principles of voluntariness and informed consent as described in the Belmont Report<sup>1</sup> is central to our procedures in building and maintaining the AmeriSpeak Panel. Participation in research is voluntary at the time that respondents are asked to join the panel, at the time they are asked to participate in any particular survey, and at the time they answer any given question in a survey. AmeriSpeak panelists are not coerced to participate in any research, and they are not removed from the panel as a result of failure to participate in any particular survey project or program of studies. AmeriSpeak panelists have the option to ‘opt-out’ of the panel at any time by notifying NORC. NORC maintains a dedicated email queue, a toll-free phone number and its own call-center panel management facility to receive requests for information and action from panelists.

J. Michael Dennis is the Executive Director of AmeriSpeak, and a Senior Vice President at NORC, and has completed human subjects training from NORC, NIH, University of California (Irvine), and Stanford University. Other key staff has also completed human subjects training as required by NORC’s internal IRB.

### ABOUT NORC

As one of the world’s foremost independent research institutions, NORC at the University of Chicago delivers objective data and meaningful analysis to help decision-makers and leading organizations make informed choices and identify new opportunities. Since 1941, NORC has applied sophisticated methods and tools, innovative and cost-effective solutions, and the highest standards of scientific integrity and quality to conduct and advance research on critical issues. Today, NORC expands on this tradition by partnering with government, business, and nonprofit clients to create deep insight across a broad range of topics and to disseminate useful knowledge throughout society.

Headquartered in downtown Chicago, NORC works in over 40 countries around the world, with additional offices on the University of Chicago campus, the DC metro area, Atlanta, Boston, Silicon Valley and San Francisco.

### NORC INSTITUTIONAL REVIEW BOARD (IRB)

NORC operates its own Institutional Review Board (IRB) which follows a formal process for examining all research projects to assure human subjects protections and minimize respondent burden. In addition, NORC routinely produces materials for Office of Management and Budget (OMB) review of proposed federal data collection efforts, including their review of respondent burden minimization techniques. Beyond federal requirements, NORC researchers strive to reduce respondent burden in order to maximize response and overall public benefit deriving from survey research work.

NORC’s IRB has the corporate responsibility for monitoring survey procedures to ensure the confidentiality of persons and establishments participating in a study. Before any survey may begin, the Principal Investigator or Project Director must submit a formal protocol to address human subject protections that includes all survey materials and instruments. The IRB Administrator and Chair are responsive to the need for timely reviews, and all Board members take an active role in helping guide protocols to meet the highest standards for human subject protections.

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<sup>1</sup> The Belmont Report, issued in 1978, summarizes the ethical principles and guidelines for research involving human subjects. <http://www.hhs.gov/ohrp/humansubjects/guidance/belmont.html> (accessed October 18, 2016).

NORC’s IRB has obtained a Federal Wide Assurance (FWA) and is registered with the Federal Office for Human Research Protections. The FWA demonstrates that the NORC IRB complies with the strict U.S. Department of Health and Human Services regulations. NORC’s IRB requires that research protocols, both for projects in the U.S. and internationally, provide sufficient detail to ensure that (1) the selection of subjects is equitable, subjects’ privacy is protected, and data confidentiality is maintained; (2) informed consent is written in language that study participants can understand and is obtained without coercion or undue influence; and (3) appropriate safeguards protect the rights and welfare of vulnerable subjects. Reviewed materials include the informed consent statements, all contact materials, and the survey instruments. In addition, the protocol must include the curriculum used for training interviewers and other project staff on human subject protections, as well as the security plan to safeguard data security and the information technology infrastructure for collecting and transmitting data.

**NORC IRB REVIEW OF AMERISPEAK RESEARCH**

The NORC IRB is responsible for human subject’s review of all AmeriSpeak Panel recruitment procedures. In addition, the NORC IRB reviews all publically funded research conducted using the AmeriSpeak Panel. If an external organization requires that their IRB review a study protocol NORC and its IRB will work with that organization in order to review and approve the study prior to fielding.

**IRB REVIEW FOR TIME-SHARING EXPERIMENTS FOR THE SOCIAL SCIENCES (TESS)**

The AmeriSpeak Panel is the data source for the National Science Foundation (NSF) funded Time-Sharing Experiments for the Social Sciences research platform (tessexperiments.org). For the TESS project, it is the responsibility of each TESS principal investigator to receive IRB approval from their university or organizational IRB prior to conducting research using AmeriSpeak. NORC’s IRB will not review TESS study protocols and will rely on external IRB approval. As panel members have already agreed to participate in surveys, and since the survey research poses minimal risk to respondents, NORC and its IRB recommends that these studies be classified as exempt research unless a particular study has a unique design that warrants additional review.

**NORC COMPANY AND CONTACT INFORMATION**

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FWA Assurance Number: 00000142  
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 NAICS Code: 541910  
 DUNS #: 06-951-2291  
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 County: Cook, IL  
 Congressional District: 7

## AMERISPEAK METHODOLOGY AND TECHNICAL DESIGN

### TARGET POPULATION

AmeriSpeak provides a representative panel of civilian, non-institutional adults (age 18 and over) living in the United States.

### SAMPLE FRAME

In order to provide a nationally representative sample, AmeriSpeak leverages the NORC National Sample Frame, constructed by NORC to cover over 97 percent of U.S. households. The 2010 National Frame used a two-stage probability sample design to select a representative sample of households in the United States. The first stage—the sampling unit—is a National Frame Area (NFA), which is either an entire metropolitan area (made up of one or more counties) or a county (some counties were combined so that each NFA contains a population of at least 10,000). The largest NFAs with a population of at least 1,543,728 (0.5 percent of the 2010 Census U.S. population) were selected with certainty; these areas have a high-population density, and are dominated by tracts with street-style addresses. These areas contain 56 percent of the population within 8 percent of the geographic area of the United States. The remaining areas were stratified into areas where street-style addresses predominate, and the remaining areas, which are less likely to have street-style addresses. The latter stratum (“rural” areas) comprises 81 percent of the geographic area, but only 14 percent of the population.

Within the selected NFAs, the second stage sampling unit is a segment, defined either in terms of Census tracts or block groups, containing at least 300 housing units according to the 2010 Census. A stratified probability sample of 1,514 segments was selected with probability proportional to size. For most of the 1,514 segments, the USPS DSF provided over 90 percent coverage of the segment in terms of city-style addresses that are geocodeable. For the 123 segments where the DSF provided insufficient coverage, we enhanced the DSF address list with in-person listing. The National Sample Frame contains almost 3 million households, including over 80,000 rural households added through the in-person listing.

### SAMPLE SELECTION FOR PANEL RECRUITMENT

The 2015 and 2016 AmeriSpeak Panel sample consists of nationally representative housing units drawn from the 2010 NORC National Sample Frame. The 2010 NORC National Sample Frame is stratified based on segment (Census tract or Census block group) characteristics such as age and race/ethnicity composition of the segment, and then, a stratified simple random sample of housing units is selected. Specifically, based on Census tract-level data, segments were classified as having a higher concentration of 18-24 year old adults or not, and a higher concentration of Hispanics, non-Hispanic African Americans, and other. Based on these strata definitions, 6 strata (2 based on age times 3 based on race/ethnicity) were used to oversample housing units in segments higher in young adults and/or Hispanics and non-Hispanic African-Americans. This is referred to as the initial sample or first stage of panel recruitment.

In the second stage of panel recruitment, initially sampled but nonresponding housing units are subsampled for a nonresponse follow-up (NRFU). At this stage, consumer vendor data are matched to housing units, and housing units that are flagged (based on consumer vendor data) as having a young adult or minority (Hispanic and non-Hispanic African American) are oversampled for the nonresponse follow-up. Overall, approximately one in five initially nonresponding housing units are subsampled for NRFU. However, as mentioned previously, selection of housing units for NRFU is a stratified simple random sample based on consumer vendor data. Due to NRFU, these initially nonresponding housing units have a much higher selection probability compared to the housing units that were recruited during the first stage of panel recruitment. Note that a small fraction of initially nonresponding housing units are not eligible for NRFU due to these housing units being classified as “hard refusals” or having an appointment for a call back from NORC.

In summary, there are two reasons why the sampling design for AmeriSpeak Panel recruitment deviates from EPSEM sampling: (a) oversampling of housing units in segments with a higher concentration of young adults and

minorities results in the sample selection probabilities being higher for housing units in these segments; and (b) the nonresponse follow-up effort results in initially nonresponding housing units having a much higher selection probability. Furthermore, oversampling associated with NRFU results in higher selection probabilities for initially nonresponding housing units that are flagged (based on consumer vendor data) as having a young adult or minority.

### AMERISPEAK PANEL RECRUITMENT PROCEDURES

Recruitment is a two-stage process: initial recruitment using less expensive methods and then non-response follow-up using personal interviewers. For the initial recruitment, sample units are invited to join AmeriSpeak online by visiting the panel website AmeriSpeak.org or by telephone (in-bound/outbound supported). English and Spanish language are supported for both online and telephone recruitment. Study invitations are communicated via an over-sized pre-notification postcard, a USPS recruitment package in a 9"x12" envelope (containing a cover letter, a summary of the privacy policy, FAQs, and a study brochure), two follow-up post cards, and also follow-up by NORC's telephone research center for matched sample units.

The second-stage non-response follow-up targets a stratified random sub-sample of the non-responders from the initial recruitment. Stratification is based on consumer vendor data and stratification variables from the initial recruitment stage in order to increase sample representation of young adults, non-Hispanic African Americans, and Hispanics. Units sampled for the non-response follow-up are sent by Federal Express a new recruitment package with an enhanced incentive offer. NORC field interviewers then make personal, face-to-face visits to the respondents' homes to encourage participation. NORC field interviewers administer the recruitment survey in-person using CAPI or else encourage the respondents to register at AmeriSpeak.org or call the toll-free AmeriSpeak telephone number to register.

### CONSENTING AND INITIAL PROFILING

AmeriSpeak's recruitment procedures for protecting the rights of human research subjects have been reviewed and approved by NORC's Institutional Review Board (IRB). NORC obtains and documents informed consent and agreement to the study's Privacy Policy and Terms and Conditions during the registration process. After registration is completed, AmeriSpeak panel members first complete an introduction survey of about 15 minutes by web or by telephone asking questions about the household's composition and the person's background and interests. The introduction survey provides an initial profile of the panelist and the household. Upon completion of the registration process and introduction survey, the respondent is an active AmeriSpeak panel member eligible for client studies and additional profile surveys.

After one adult in the household becomes an active AmeriSpeak panel member, other adults in the household are invited to join AmeriSpeak. These additional adults are required to complete the same registration and introduction survey before becoming an active AmeriSpeak panel member.

During the initial profiling, some new panelists are offered the option to participate in future AmeriSpeak studies by the telephone mode of data collection instead of online. Therefore, once the initial profiling is completed, each panelist is enrolled in either the online or telephone modes of data collection for future AmeriSpeak studies.

After the initial profiling is completed via the introduction survey, subsequent NORC surveys invite the panelist to provide additional background information about public affairs, health services, health conditions, financial services, and computer and internet usage (among other topics).

### PANEL MEMBER STUDY PARTICIPATION

AmeriSpeak panel members typically participate in AmeriSpeak web-based or phone-based studies two to three times a month. Surveys are usually 10 to 20 minutes in length; however, longer surveys are permitted with the allowance for additional incentives to recognize the time spent by AmeriSpeak panelists.

## INCENTIVES FOR STUDY PARTICIPATION

AmeriSpeak panel members receive modest incentives, in the form of “AmeriPoints,” for participation in surveys. For the majority of surveys a respondent will earn between 2,000 and 10,000 AmeriPoints (1,000 points = \$1) for completing a survey. If a survey is very long, or we ask a respondent to participate in other custom research such as an in-depth telephone interview, then they may receive an incentive greater than 10,000 points. A panel member receives points for a survey once they complete the survey. A respondent can take breaks during a survey and return where they left off. In addition they may skip survey questions that they do not wish to answer. Once a panel member has accumulated 10,000 points they can redeem for cash (in the form of a check), debit cards, gift cards, or merchandise. Online members redeem points through the AmeriSpeak web-portal. Panel member who complete surveys by phone contact the NORC toll-free support line to redeem their points.

## PANEL MANAGEMENT POLICIES

NORC maintains strict rules to limit respondent burden and reduce the risk of panel fatigue. On average, AmeriSpeak panel members typically participate in AmeriSpeak web-based or phone based studies two to three times a month.

Because the risk of panel attrition increases with the fielding of poorly constructed survey questionnaires, the AmeriSpeak team works with NORC clients to create surveys that provide an appropriate user experience for AmeriSpeak panelists. During the pretesting phase of AmeriSpeak survey projects, AmeriSpeak researchers provide clients consulting on best practices for the design of survey questions. AmeriSpeak will not field surveys that in our professional opinion will result in a poor user experience for our panelists and in panel attrition.

AmeriSpeak’s recruitment procedures for protecting the rights of human research subjects have been reviewed and approved by NORC’s IRB. For publicly funded research, NORC’s IRB will review the proposed research unless an external IRB is required to conduct the protocol review. AmeriSpeak’s research staff will manage the IRB review process on behalf of its clients.

## AMERISPEAK PANEL PRIVACY PROTECTIONS

The documents described in this section related to communications to participants are provided in English to English speakers and in Spanish to Spanish speakers. The examples shown in this document are the English language versions.

## CONFIDENTIALITY AGREEMENT WITH PANEL MEMBERS

Panel member survey responses are confidential and personally identifying information is not revealed to clients unless the panel members gives NORC explicit permission to do so. Data is provided to clients with an anonymous record identification number. This number is generated for each separate study so the same number is not used for a specific panel member across all data files.

AmeriSpeak Panel members are notified of a new survey by email or telephone, based on their preferred mode. Text for a standard survey invitation is show in Appendix E. Online panel members may also access their surveys through the AmeriSpeak web-portal. A panel member can complete a survey only once. Panel members may withdraw from the panel at any time and may refuse to answer any survey questions they do not wish to answer. The AmeriSpeak Privacy Policy and Terms and Conditions are available on the [www.amerispeak.org](http://www.amerispeak.org) website, and included below in Appendix C and D. For all panel members, NORC mails paper copies of the Privacy Policy and Terms & Conditions as part of a panel member welcome kit that is sent shortly after a person joins AmeriSpeak.

## OBTAINING CONSENT FOR SPECIFIC SURVEYS

The vast majority of surveys conducted on the AmeriSpeak Panel do not require the collection of additional consent for participation for the following reasons: panel members have already agreed to participate in surveys, and surveys are determined to be except research that have minimal risk for participants. For certain studies that cover sensitive topics, or interviewing of minors, for example, a study specific consent may be required. These will be determined on a case by cases basis by NORC's IRB.

## ADVERSE EVENT REPORTING

AmeriSpeak Panel members can contact NORC through a toll-free support number as well as by email. Support is provided by NORC staff specifically trained to provide assistance to AmeriSpeak panel members. The contact information is provided to panel members online at the [www.amerispeak.org](http://www.amerispeak.org) website and through email, phone and mail communications. This allows panel members to contact NORC with any questions or concerns regarding a study. If an adverse event is reported NORC will report this information to the NORC IRB as well as appropriate study investigators and project team.

## DATA AND RECORD STORAGE

NORC is responsible for the receipt and collection of sensitive data on a large number of projects for the federal government and other clients. We focus on advanced methodologies to manage vast amounts of data while maintaining high security. This work is enabled by very large and expandable Storage Area Networks (SANs), relational database management systems, Internet-enabled applications, high capacity back-up infrastructure, and the use of virtual servers.

NORC's security program is compliant with federal government regulations and can be adapted easily to meet the unique requirements of any project. Recent years have been highlighted by breaches in computer security of various government agencies as well as private industry. As a result, every organization has been challenged to meet the potential for such security issues with multilayered approaches to securing computer systems and the data they contain. NORC takes the matter of computer security seriously and has developed a multi-tiered approach to managing the issues surrounding computer and data security.

On many of our projects, compliance with NIST 800-53 recommendations is a requirement. NORC currently has other government projects that require similar compliance, and recent audits by those projects have found that our systems meet or exceed these requirements. We have projects underway for the Department of Labor, the Federal Reserve, and the Bureau of the Census that require independent audits to confirm compliance. In each case we have successfully met the NIST standards.

**Physical security/facilities.** NORC takes great care to enforce physical security measures specifically designed to ensure that access to confidential data is restricted to only those employees who possess the need, as well as the authorization, to review such information.

**Network data security.** NORC requires the use of internal network data storage services to store all project-related data files. Partitioned network storage is provided for each project to mitigate the potential for data loss due to accidents, computer equipment malfunction, or human error, as well as to administer access rights regarding privacy issues related to both legal and contractual obligations. Wide arrays of network security precautions are undertaken by NORC to ensure the proper storage of all project data.

**Application security.** Application security is an important matter at NORC and we strictly adhere to demanding procedures when dealing with these applications. Software logins are designed to use a specifically



encrypted challenge/response technology. All NORC applications that manage case, response, and corporate financial data protect against unauthorized access and restrict authorized access to the minimum necessary level.

**Case-level security.** Data access restriction is accomplished through the use of unique case identifiers that allow the database to create a partition between response data and other data that could be used to identify an individual. NORC retains the option to augment any standard application security practice on a particular project so as to accommodate any special needs that may arise. In addition, the launch of NORCSuite 3 strengthens our ability to do so.

**Encrypted data and communication.** All remote access to internal NORC computing resources requires two-factor authentication and encrypted channels. Only secure, encrypted file transfers are used when exchanging files with clients and/or partners over the Internet. All of NORC's laptop computers are provisioned with an automatic full disk encryption system to protect against loss of sensitive data should any of these machines be lost or stolen.

Electronic data transfer external to NORC. All data used by NORC staff is stored within and transmitted on NORC's private network and is secured as described above in the section titled "Network data security." Should a project obligation require that the data be electronically transmitted to or from NORC's secure, private network, standard protocol dictates that encryption technology be used. Due to the variety of data delivery requirements that projects may demand, any enhanced electronic transfer security can be addressed within alternative protocols.

**Access control / authentication.** All user credentials and associated access permissions are subject to the controls and standards maintained by NORC's IT department. In particular, passwords must meet stringent requirements for length and complexity and must be changed on a regular basis.

**Backup and retrieval procedures.** All data that currently resides on the NORC network is backed up on a nightly basis. The backups are then stored in a secure, off-site location. Any archived information is retrievable from the storage facility within a few hours. Only a limited number of NORC's IT personnel are authorized to request the retrieval of these data media from the off-site location. This retrieval process requires a strict identification and authorization procedure. Backups made for the purpose of disaster recovery have a retention period of one year. NORC maintains a Disaster Recovery Plan as part of its standard operating procedure, so that in the event of a major system outage, production systems can quickly be restored and normal operations resumed.

**Virus protection.** To keep viruses and other malware from entering our systems, NORC IT has taken several preventative measures. All NORC computer systems are protected from computer viruses by centrally managed anti-malware software and distribution of the latest security patches. NORC's network is further protected by tightly controlled firewalls and email filtering technology.

**Project personnel security practices and procedures.** NORC conducts a pre-employment background investigation on each new or returning employee (if the returning employee has been gone for over one year or has not previously had a background investigation conducted). Additionally, NORC may require employees transferring to a new project or different department to undergo a new background investigation. Offers to new hires are contingent upon the satisfactory completion of a background investigation, and all NORC employees must complete a Commitment to Confidentiality form as a condition of employment. In addition, all staff members receive security training specific to the project to which they are assigned.

**ORGANIZATIONS AND FUNDING AGENCIES THAT HAVE CONDUCTED RESEARCH USING THE AMERISPEAK PANEL**

Kaiser Family Foundation  
MacArthur Foundation  
Robert Wood Johnson Foundation  
Truth Initiative  
Centers for Disease Control and Prevention (CDC)  
National Institute of Justice (NIJ)  
National Science Foundation (NSF)  
National Coalition for a Civil Right to Counsel (NCCRC)  
Legal Services Corporation (LSC)  
Planned Parenthood  
Urban Institute  
Public Religion Research Institute  
West Health Institute  
March of Dimes  
American Press Institute (APi)  
Associated Press (AP)  
The New York Times  
Northwestern University  
Stanford University  
University of Chicago  
University of Georgia  
University of Michigan  
University of Pennsylvania  
University of Washington  
Yale University  
AARP  
Consumer Reports

**APPENDIX A: ONLINE CONSENT SCREEN TO JOIN THE AMERISPEAK PANEL**



Already a Member? [SIGN IN](#)

*You're one step away from being part of the most exclusive opinion sharing community!*  
 Complete the registration form below and get started earning rewards!

\* ALL FIELDS ARE REQUIRED

**PIN**  
  
 Please enter a valid six digit PIN number.

**Residential Zip Code**

**First Name**

**Last Name**

**Age**  
 Select Age Range ▾

**Email Address**

**Confirm Email Address**

**Create Password** ⓘ Password rules

**Confirm Password**

**YOUR AMERISPEAK PIN**

Your PIN is a unique 6-digit number used to identify your account. It can be found in your invitation letter.

**YOUR PRIVACY IS IMPORTANT TO US**

Keeping your personal information private is important to you and to us. We take special security precautions to protect your personally identifiable information.

We use your email as your unique identifier and never share it with others. For more information, see our [Privacy Policy](#).

**How Does AmeriSpeak from NORC Work?**

- Your participation in AmeriSpeak and in any AmeriSpeak survey is voluntary. You may leave AmeriSpeak at any time.
- AmeriSpeak will invite you to participate in surveys at your convenience.
- We protect your privacy as described in our [Privacy Policy](#) and in our mailing to your household.
- Your membership in AmeriSpeak is governed by our [Terms and Conditions](#).

**CREATE ACCOUNT**

By clicking Create Account , you agree to our [Terms & Conditions](#)

**AmeriSpeak** ⓘ  
 55 E Monroe St., 19th Floor, Chicago, IL 60603  
 info@AmeriSpeak.org (800) 860-1178  
[Terms and Conditions](#) | [Privacy Policy](#)  
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**APPENDIX B: TELEPHONE CONSENT LANGUAGE TO JOIN THE AMERISPEAK PANEL**

Thank you! I'd like you to know that your participation in AmeriSpeak, as well as any survey administered through AmeriSpeak, is voluntary. You may choose not to answer any questions you don't wish to answer. You may withdraw your participation in AmeriSpeak at any time. We will take all possible steps to protect your privacy, and we will use your answers only for statistical research. NORC will not share your personally identifying information with any clients, unless you give us permission to do so.

In appreciation for your time and participation, you will receive rewards worth 25,000 AmeriPoints for completing your first introductory survey. This is the same as \$25. You will receive rewards worth \$X to \$X for additional surveys you complete (which is the same as X,000 to X,000 AmeriPoints).

If this is agreeable to you, I'd like to continue now unless you have any further questions.

1. Yes, agreed - {Continue to recruit}
2. No, does not agree - {TERMINATE CALL}  
(DISPLAY: Unfortunately, we won't be able to enroll you right now as we need your consent to complete your registration. Thank you for talking to us. If you have any questions, you can contact AmeriSpeak at 800-860-1178.)

## APPENDIX C: AMERISPEAK PRIVACY POLICY

<https://www.amerispeak.org/privacy>

**EFFECTIVE DATE: 10/01/2014**

Last Updated: 01/14/2016

AmeriSpeak Members have been invited to take part in a major national research project. Members may complete surveys to provide feedback and opinions on a range of social, political, lifestyle, marketing, and other questions, and may contribute other types of data along with other Panel members. Panel members receive certain benefits from NORC in exchange for participating in surveys.

### *OUR PRIVACY COMMITMENT TO OUR PANEL MEMBERS*

NORC respects the privacy of every Panel member. This Privacy Statement outlines the information NORC will collect and how we will use that information you provide as a member of NORC's AmeriSpeak. This Statement will also tell you how you can verify the accuracy of your personally identifying information (PII) submitted to and how you can request that we delete or update your PII.

We've developed our privacy policy from industry guidelines and standards, and local, national, and international laws and requirements. All privacy practices and methods described in this policy apply only insofar as permitted by the applicable standards, laws and requirements.

Thank you for placing your trust in NORC.

### *About NORC at the University of Chicago*

NORC at the University of Chicago is an independent, non-profit research organization that has been affiliated with the University for more than fifty years. Headquartered in downtown Chicago, Illinois, NORC collaborates with government agencies, foundations, education institutions, nonprofit organizations, and businesses to provide data and analysis that support informed decision making in key areas including health, education, crime, justice, energy, security, the environment, and marketing and business strategies.

This Privacy Policy sets forth the collection, use and disclosure of personal data or personally identifiable information ("PII") and other information by NORC in connection with NORC's Services (as defined herein). NORC's Services provide you with the opportunity to join a Panel (as defined herein), participate in surveys (whether as a Panel member or a non-Panel member), use the websites associated with the Panels, and receive and redeem rewards and incentives, including, without limitation, sweepstakes entries, offered in connection with Panel membership and/or the completion of surveys (collectively "Services"). Registration with, use of, and access to NORC's Services is subject to NORC's AmeriSpeak Terms and Conditions, enclosed in this packet. Your use of NORC's Services is completely voluntary and therefore NORC's processing of your PII in connection with the Services and this Privacy Policy is with your consent. NORC strives to conform its privacy practices to applicable laws, codes, and regulations, and the codes of standards of applicable market and opinion survey research associations, including the Council of American Survey Organizations (CASRO). For clarification, except for Panels that have a separate privacy policy, this Privacy Policy applies to all of NORC's survey research panels. All references to "us" or "we" refer to NORC.

All PII is stored on servers located in the United States, which servers are owned and maintained by NORC.

For the purpose of this Privacy Policy, the term “PII” shall include, without limitation, your name, address(es), telephone number(s) (including home, cell, and/or business telephone numbers), email address(es), date of birth, the unique identification number we assign to you (your “Member PIN”), reward, loyalty, or incentive account numbers and Sensitive Data (as defined herein).

### What information is collected by NORC, how is PII collected, and how is it used?

#### 1. INFORMATION YOU SUBMIT

NORC collects information from Panel members during and after registration with a Panel, including, without limitation, during participation in a survey and in connection with the receipt and redemption of rewards and incentives. When you sign up for a Panel you will be asked to provide certain PII and demographic information, including, without limitation, your name, address(es), telephone number(s) (including home, cell, and/or business telephone numbers), email address(es), date of birth, and occupation/education, and racial and gender information. In addition to the collection of PII mentioned above, during and subsequent to the registration process, you may be asked to voluntarily provide or disclose Sensitive Data. “Sensitive Data” means PII that discloses or reveals health and medical conditions, sexual orientation or sexual life, political opinions/views, race/ethnic origin, religious and philosophical beliefs and trade-union membership. Sensitive Data is used to target survey opportunities to you and for analysis by researchers. By way of clarification, by voluntarily disclosing Sensitive Data to NORC you expressly consent to the transfer of Sensitive Data by NORC to the United States for storage and processing.

#### 2. INFORMATION COLLECTED THROUGH AUTOMATED MEANS.

NORC may also collect certain information automatically, such as information about: (i) your device or computer and its capabilities, including, without limitation, the operating system, the applications or programs on your device or computer, IP address, device carrier, device type, time zone, network status, browser type, browser identifier, unique device identification number, carrier user ID (a number uniquely allocated to you by your network provider), media access control address, international mobile equipment identity, locale and other information that alone or in combination may be used to uniquely identify your device or computer; and (ii) your activities in connection with NORC’s Services, including, without limitation, survey data and responses, and reward, incentive, and/or sweepstakes information. Specific examples of this information, and the technology that collects it, are below:

##### *Cookies*

##### **NORC’s Use of Cookies Generally.**

Cookies are small files that store certain data on a device or computer. NORC may use session and persistent cookies for several purposes including, without limitation, to provide a better survey experience, quality control, validation, to enable or facilitate survey participation, tracking of completed surveys or other completed actions, and for fraud detection and/or prevention. Session cookies expire when you close your browser. Persistent cookies remain on your device or computer indefinitely until deleted.

##### **Use of Cookies by Subcontractors Generally.**

NORC may use third parties to provide services and certain functionality to NORC, including, without

limitation, panelist fraud detection services. NORC may use contracts with such third parties to control their use of cookies and to limit their use of cookies to the limited purposes set forth in the contracts.

#### *Log Files*

NORC's Services may automatically gather and store certain information in log files, including, without limitation, data available from your web browser, including, without limitation, IP Address, browser type, internet service provider, referring/exiting pages, operating system, date/time stamp and click stream data.

#### *Watermarking*

Generally, watermarking involves placing a technology or file on your device or computer to identify that it has previously been used to register with or access NORC's Services. Watermarking is used for quality control and validation purposes and fraud detection and/or prevention purposes. NORC may engage in watermarking activities directly or through a third party vendor.

### 3. INFORMATION COLLECTED FROM THIRD PARTIES

NORC may obtain PII and demographic information from third parties, including, without limitation, information services bureaus, other sample suppliers and/or social media platforms. NORC may use the PII for various purposes, including, without limitation, data validation, data append, fraud detection purposes, and/or sending you a one-time email to invite you to participate in a survey and/or join a Panel.

### 4. NORC'S USE OF INFORMATION

In addition to other purposes set forth in this Privacy Policy, NORC uses information collected through NORC's Services as follows: (i) to communicate with you regarding your membership with a Panel; (ii) to communicate with you regarding your participation in a survey(s); (iii) to tailor survey opportunities to you; (iv) to send you notifications of survey opportunities; (v) to comply with any and all legal obligations, including, without limitation, tax obligations; (vi) to administer and manage NORC's reward and incentive programs and fulfill your requests for rewards and incentives; (vii) to facilitate your entry into NORC's sweepstakes and promotions and communicate with you regarding such entries; (viii) to update NORC's records; (ix) to comply with any data suppression obligations or requirements; (x) for fraud detection and/or prevention purposes; and (xi) as otherwise permitted pursuant to this Privacy Policy or as otherwise authorized by you.

#### **What communications will I receive through NORC's Services?**

**NORC and/or NORC's agents, processors, and/or vendors or subcontractors may contact you or communicate with you as follows:**

1. **VIA "PUSH" NOTIFICATIONS OR SMS/TEXT MESSAGES**, if you expressly agree to receive such communications, for participation in surveys.
2. **VIA EMAIL COMMUNICATIONS FOR THE PURPOSE OF:** (i) sending you survey invitations, (ii) communicating with you regarding your survey participation (past, present and/or future), (iii) communicating with you regarding reward or incentive information, inquiries, and/or redemption, (iv) sending you newsletters, (v) sending you notices required to be provided hereunder or required by law,

(vi) communicating with you regarding sweepstakes or prize draw promotions, including, without limitation, winning entries to or for such sweepstakes or prize draws, and (vii) responding to inquiries received from you.

3. **VIA TELEPHONE FOR THE PURPOSE OF:** (i) communicating with you on or about your survey participation (past, present and/or future), (ii) communicating with you regarding reward or incentive information, inquiries, and/or redemption, (iii) sending you notices required to be provided hereunder or required by law, (iv) communicating with you regarding sweepstakes or prize draw promotions, including, without limitation, winning entries to or for such sweepstakes or prize draws, and (v) responding to inquiries from you.

### Does NORC share Personally Identifying Information (PII) and survey responses collected through NORC's Services with third parties?

With respect to information collected through NORC's Services, NORC will provide survey data and responses to NORC clients with no PII disclosed by NORC. If you voluntarily disclose PII in connection with your survey responses, and NORC collects the survey responses, NORC will transfer the survey responses, and the voluntarily disclosed PII to NORC's client. In addition, NORC may share geographic and/or demographic data NORC collects from you during enrollment or through certain profile questions NORC may ask you. Such data may be shared with third parties in single summary form (i.e. individual respondent level) or aggregate summary form (i.e. a group of respondents).

Generally, disclosures of PII by NORC to a third party are made pursuant to a written agreement between NORC and the third party, which, among other things, limits use of the PII. NORC may allow a client to collect PII directly from respondents. The disclosure is voluntary and, prior to collection, the client is required to enter into a written agreement with NORC, which, among other things, limits use of the PII.

### **NORC will disclose PII collected through NORC's Services to third parties as follows:**

1. With your consent, other than your consent to the processing and sharing described in this Privacy Policy and specifically this section.
2. Pursuant to applicable law or in response to a subpoena or an order of a court or government agency.
3. To establish, exercise, or defend legal claims of an individual or NORC, including in order to protect the safety of an individual or to protect NORC's rights and/or property.
4. Between various Panels if you sign up for more than one Panel.
5. To a parent, subsidiary, or affiliate of NORC: (i) in the event of a reorganization or restructuring, or (ii) for use and processing in accordance with this Privacy Policy or as authorized by you.
6. To authorized agents and/or subcontractors of NORC and/or of NORC's clients, who are providing services, including, without limitation, data append services, data validation services, fraud detection and/or prevention services, database-matching services, coding services, data segmentation services, and reward, incentive, and sweepstakes related services.
7. In connection with a change of ownership or control, including, without limitation, a merger or an acquisition of any or all of NORC's business assets, provided that the party receiving or acquiring the PII agrees to use, protect, and maintain the security, integrity, and confidentiality of PII in accordance with this Privacy Policy.
8. To partners of NORC who offer incentives for use of NORC's Services, solely for the partners' use in connection with their incentive program and its terms of use, including, without limitation, the crediting of member accounts maintained by the partners for individuals who use or participate in NORC's Services.



9. As otherwise permitted pursuant to this Privacy Policy.

Additionally, anonymized member identification numbers (Member PINs) and information collected by automated means are provided to third parties, including, without limitation, clients, partners, agents and/or vendor for several purposes including, without limitation, identifying respondents for re-contact surveys or communications, fraud detection and/or prevention, database matching, data validation, data append, coding, data segmentation, and reward, incentive, sweepstakes or promotion related services and/or developing aggregated data insights regarding our survey respondents and providing a client(s) with access to and use of the aggregated data insights.

#### How can I opt out of certain data collection and/or use?

Participation in all survey data collections is voluntary, and you may choose not to answer any questions you don't wish to answer.

[If you previously agreed to participate in AmeriSpeak online digital measurement research you may opt-out by clicking here.](#)

There are multiple opt-out options for users of NORC's Services. Panel members may opt-out by: (i) following the instructions set forth in your membership account at [www.amerispeak.org](http://www.amerispeak.org); (ii) calling NORC AmeriSpeak Panel Support Team toll-free at (888) 326-9424; (iii) sending a letter by U.S. mail to NORC as set forth below. Similarly, to delete all information collected from you by NORC please contact NORC as set forth below

NORC Panel Operations Department  
ATTN: Legal Department  
55 E. Monroe Street, 20th Floor  
Chicago, IL 60603

#### How long does NORC keep my PII and other information?

NORC may retain PII and other information relating to your use of the Services to the extent required or permitted by law.

#### How can I access the PII and other information collected about me?

You may request access to review, correct, delete or to object to the processing of your PII by contacting us as set forth below.

#### Does NORC collect data from children?

NORC believes it is important to protect the online privacy of children. Accordingly, NORC adheres to Applicable Laws and Codes pertaining to the protection of children's privacy, including, without limitation, the Children's Online Privacy Protection Act of 1998 in the United States (as amended). NORC carefully considers both privacy issues and parental concerns in connection with surveys involving individuals under the age of eighteen (18). NORC's Services are not designed or intended for use by any individual under such age thresholds. NORC does not knowingly collect PII from anyone under such age thresholds. If NORC became aware that it had inadvertently collected PII from anyone under such age thresholds, NORC would promptly delete such PII. For example, in the United States, NORC's Services are not designed or intended for use by any individual under the age of thirteen (13) and NORC does not knowingly collect PII from anyone under the age of thirteen (13). Parents, guardians or other persons with parental rights are

encouraged to contact NORC, as set forth below, to discuss this Privacy Policy and their rights to access, review, correct, delete or object to the processing of PII of or about their child or children.

#### What security is available for the PII and other information collected through the Services?

NORC maintains appropriate technical, administrative and physical safeguards to protect PII and other information disclosed or collected by NORC. NORC reviews, monitors and evaluates its privacy practices and protection systems on a regular basis. Notwithstanding the foregoing, transmissions over the Internet and/or a mobile network are not one hundred percent (100%) secure and NORC does not guarantee the security of transmissions. Please be apprised all Internet-based communication is subject to the remote likelihood of tampering from an outside source. NORC is not responsible for any errors by individuals in submitting PII to NORC.

#### Who can I contact with questions or complaints about this Privacy Policy?

##### **Questions or Complaints Generally.**

If you have any questions or complaints regarding NORC's privacy practices and/or this Privacy Policy or want to communicate an opt-out request to NORC, or want to exercise your rights to access, review, correct, delete or object to the processing of PII, please contact us via email at [info@AmeriSpeak.org](mailto:info@AmeriSpeak.org) or telephone NORC toll-free at (800) 860-1178. You may also send a letter by U.S. Mail to:

Privacy Compliance Office  
55 East Monroe Street, 20th Floor  
Chicago, IL 60603

We value the opinions and feedback of Panel Members to help improve our service. If your participation in AmeriSpeak comes to an end, we may choose to send you a brief, voluntary exit survey regarding your experience.

#### ***CHANGES TO THIS PRIVACY STATEMENT***

We may update this privacy statement to reflect changes to our information practices. If we make any material changes we will notify you by email (sent to the e-mail address specified in your account) or by means of a notice on this AmeriSpeak Website prior to the change becoming effective. If your account does not include an email address for you, we will send to you the updated Privacy Policy by U.S. Mail. We encourage you to periodically review the AmeriSpeak Website for the latest information on our privacy practices.

**APPENDIX D: AMERISPEAK TERMS AND CONDITIONS**

<https://www.amerispeak.org/terms-conditions>

**1. SCOPE OF THE TERMS & CONDITIONS**

These Terms and Conditions (“Terms”) govern and apply to your use of NORC’s services, including, without limitation, (1) membership with the NORC AmeriSpeak panel or subpanel (“Panel” and/or “Panels”), (2) use of and/or access to any Panel website (“Website” and/or “Websites”), (3) participation in any survey or study offered, provided, hosted, or administered by or through NORC, and (4) your eligibility for, and/or redemption of, rewards, incentives, and prizes offered for certain actions and activities, including, without limitation, successfully completing surveys (“Services”).

- All instances of "us" and/or "we" refer to NORC, and/or NORC's subcontractors, agents, and assigns.
- By accessing, using, and/or participating in the Services you hereby expressly agree to comply with, and be bound by, these Terms.
- NORC reserves the right to refuse, restrict, prohibit, or reject your access to, use of, and/or participation in the Services, at any time and for any reason.

**2. ELIGIBILITY FOR PANEL MEMBERSHIP**

Panel membership may be open to individuals who satisfy the requirements for membership, including, without limitation, the minimum age requirement and geographic location requirement. Panel membership requirements may vary for each Panel. We only permit one member per unique email address. NORC, at its sole discretion, may refuse to provide the Services to anyone, at any time and for any reason or no reason.

**3. USE OF SERVICES**

The Services are for personal, non-commercial use only. Services may only be used to the extent that they are available. NORC reserves the right to change, modify, or eliminate, and/or restrict or block access to, all or any part of the Services, without notice, at any time, for any reason or no reason.

Participation is voluntary, and you may choose not to answer any questions you don’t wish to answer. By agreeing to become a Panel member, you agree to receive invitations to participate in surveys. Additionally, NORC may provide Panel members with the opportunity to communicate with other Panel members and/or NORC. You may unsubscribe from Panel membership at any time, see Section 12 “Opt Out Policy” below.

**4. PRIVACY**

NORC takes your privacy very seriously. For information about NORC’s privacy practices, please review NORC’s Privacy Policy in the enclosed packet.

**5. PANEL REGISTRATION AND USE OF PASSWORDS**

You may access any Website(s) as a visitor without registering for membership with the Panel associated with the Website(s) and without providing or disclosing personal information.

To register as a Panel member, you must register with or for the Panel and provide certain personal information. Panel members and non-Panel members are required to truthfully provide all information. NORC reserves the right to restrict or prohibit your use of, access to, and/or participation in the Services if you provide, or NORC reasonably suspects that you have provided, information that is untrue, inaccurate, not current, or incomplete.

NORC will either: (i) issue a user name and password to a Panel member, or (ii) permit a Panel member to create his/her own user name and password. Panel members are solely responsible for the security of their user names and passwords and will be solely liable and responsible for any use, whether authorized or unauthorized, of their membership accounts. NORC strongly recommends against the use of a social security number, financial account number, or any other identification or account number, as a user name or password.

Panel membership is specific to the individual who registers for membership with the Panel.

You expressly agree that you are accessing, using, and/or participating in the Services in the capacity of an independent contractor, and that no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this agreement.

## 6. RESTRICTED CONTENT

In connection with the Services, you may be given access to confidential and proprietary information, materials, products, and content ("Restricted Content") belonging to NORC and/or NORC's clients, partners and/or licensors. NORC considers all Restricted Content to be confidential. Restricted Content is and shall remain the sole and exclusive property of the owner of the Restricted Content. In no event shall you obtain or receive any right, title, and/or interest in or to any Restricted Content. You agree to protect the confidentiality of the Restricted Content. You shall not to modify, copy, reproduce, republish, display, transmit, distribute, reverse engineer, create derivative works of, decompile, or otherwise use, alter, or transfer Restricted Content without the prior express written consent of NORC. Restricted Content may be subject to, and protected by, intellectual property laws, regulations, and codes. You further acknowledge and agree that if you breach or otherwise violate the restrictions, limitations, and prohibitions contained in this Section, in addition to any other rights or remedies available to NORC, NORC reserves the right to terminate, prohibit or restrict your use of, access to, and/or participation in the Services.

## 7. UNAUTHORIZED USES BY THE PANEL MEMBER

You agree not to: (i) use spiders, robots or other automated data mining techniques to catalog, download, store, or otherwise reproduce or distribute data or content available in connection with the Services, or to manipulate the results of any survey, prize draw, or contest; (ii) take any action to interfere with any Website(s) or an individual's use of any Website, including, without limitation, by overloading, "flooding", "mail bombing" or "crashing" any Website; (iii) send or transmit any viruses, corrupted data, or any other harmful, disruptive, or destructive code, file, or information, including, without limitation, spyware; (iv) collect any personally identifiable information of or about any other user of the Services; (v) send unsolicited emails, including, without limitation, promotions and/or advertising of products or services; (vi) open, use, or maintain

more than one (1) membership account with a Panel; (vii) forge or mask your true identity; (viii) frame a portion(s) of any Website within another Website or alter the appearance of any Website; (ix) establish links from any other website to any page of, on, or located within any Website or to the Services, without the prior express written permission of NORC; (x) post or transmit any threatening, libelous, defamatory, obscene, pornographic, lewd, scandalous, or inflammatory material or content or any material or content that could otherwise violate Applicable Laws (as defined herein); (xi) engage in any fraudulent activity, including, without limitation, speeding through surveys, taking the same survey more than once, masking or forging your identity, submitting false information during the registration process, submitting false or untrue survey data, redeeming or attempting to redeem rewards, prizes, and/or incentives through false or fraudulent means, and tampering with surveys; (xii) reverse engineer any aspect of the Services or do or take any act that might reveal or disclose the source code, or bypass or circumvent measures or controls utilized to prohibit, restrict or limit access to any webpage, content or code, except as expressly permitted by Applicable Laws; (xiii) engage in any criminal or illegal act(s); (xiv) use Restricted Content (as defined herein) in violation or breach of these Terms; or (xv) encourage and/or advise any individual, including, without limitation, any NORC employee, to commit any act(s) prohibited hereunder.

You acknowledge and expressly agree that NORC will fully cooperate with all legal disclosure request(s) (e.g. court order or subpoena).

## 8. USER CONTENT

You are solely liable and responsible for all content, materials, information, and comments you use, upload, post or submit in connection with the Services (“User Content”). You are solely responsible for all third party approvals, consents, and/or authorizations required for User Content. If you submit User Content, the User Content may become publicly available and may be shared with third parties including, without limitation, NORC’s clients, clients of NORC’s clients, and third party service providers. User Content should only include audio, video, images, or the likeness of the individual submitting the User Content and should not contain copyrighted or trademarked content or material of any third party. User Content should not include audio, video, images, or the likeness of anyone other than the user. You will not receive compensation for any User Content.

By using, uploading, posting, or submitting User Content in connection with the Services, you hereby grant to NORC a perpetual, irrevocable, unlimited, transferrable, sub-licensable, world-wide, royalty free, right and license to edit, copy, transmit, publish, display, create derivative works of, reproduce, modify, distribute, and otherwise use, modify, or distribute your User Content in any manner, without compensation or notice.

You are solely responsible for the User Content, NORC does not and cannot review all User Content and NORC is not responsible for the User Content. NORC reserves the right to delete, move, or edit User Content, that is, in NORC’s sole discretion, deemed to: (i) violate these Terms, (ii) violate copyright or trademark laws, or (iii) be abusive, defamatory, obscene, or otherwise unacceptable.

You agree to indemnify NORC against any and all losses, liabilities, claims, or expenses of any kind, including reasonable attorney’s fees for the defense thereof, arising relating or arising from User Content you provide to us in connection with the Services.

## 9. UPDATING MEMBERSHIP PROFILE

You agree to promptly notify NORC of any changes in or to information contained in your member profile. You agree to review and update, as needed, your membership profile at least once every six (6) months. You may update, correct, and/or delete information contained in your membership profiles by: (i) accessing your Panel membership account; (ii) sending an email to the Panel Support Team at support@AmeriSpeak.org; or (iii) calling the Panel Support Team toll-free telephone number at (888) 326-9424.

## 10. INCENTIVES PROGRAMS

In connection with your use of the Services, you may have the opportunity to earn rewards, incentives, and entries into prize draws or sweepstakes. Information, official rules, and terms and conditions for rewards, incentives, and prize draws or sweepstakes may be available on the Website for a Panel, at the beginning or end of a survey, in survey invitations, on the Website(s) for redeeming rewards, incentives, and prizes, and/or may be described in any newsletter or other communication distributed or published by NORC. Rewards, incentives, and prizes are non-transferrable.

## 11. LINKS TO WEBSITES

In connection with your use of the Services, you may be able to voluntarily link or connect to Websites maintained and/or operated by third parties ("Third Party Websites"). NORC does not endorse any Third Party Website nor any products, services, and/or opportunities advertised, offered and/or sold by, through or in connection with any Third Party Website ("Third Party Information"). NORC does not make any representations or warranties regarding the Third Party Websites and/or the Third Party Information. Please carefully review all policies and terms applicable to the Third Party Websites and the Third Party Information.

## 12. OPT-OUT POLICY

You may opt-out from using the Services (including, without limitation, from receiving newsletters or communications), at any time, by: (i) following the unsubscribe procedures described here; or (ii) by sending an email to the Panel Support Team. NORC shall use reasonable efforts to respond to each email request within a reasonable period of time after receipt. Upon termination, a Panel member's contact information will be removed from any further communication or contact lists. Please allow a few days for the complete removal of contact information from NORC's communication or contact lists for the applicable Panel; during which period the member may receive communications which were created or compiled prior to termination. Please see NORC's Privacy Policy enclosed for information on how NORC handles information and data following an unsubscribe, termination, or opt-out request ("NORC's Privacy Policy").

## 13. COMMUNICATIONS WITH NORC

All communications (excluding personal information) and User Content submitted or transmitted by you to NORC, by electronic mail, by telephone, or otherwise, shall be treated as non-confidential and non-proprietary information, unless specifically indicated by you either prior to, or contemporaneously with, the submission or transmission of such communications and User Content. You agree that any such communications and User Content may be used by NORC for any legal reason.

#### 14. WARRANTY DISCLAIMER

THE SERVICES, INCLUDING ALL INFORMATION, SURVEYS, CONTENT, MATERIAL, COMMENTARY AND SERVICES MADE AVAILABLE ON, OR THROUGH, THE SERVICES, ARE PROVIDED "AS IS". NORC DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER IN CONNECTION WITH ANY INFORMATION, CONTENT, MATERIAL, COMMENTARY, SURVEYS, PRODUCTS, OR SERVICES MADE AVAILABLE ON, OR THROUGH, THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY USER CONTENT. FURTHER, NORC HEREBY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. NORC DOES NOT WARRANT THAT THE TOOLS, TECHNOLOGY, OR FUNCTIONS CONTAINED IN THE SERVICES OR ANY CONTENT, MATERIAL, COMMENTARY, INFORMATION AND/OR SERVICES CONTAINED THEREIN, WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE SYSTEMS OR THE SERVER(S) THAT SUPPORT THE SERVICES AND MAKE THE SERVICES AVAILABLE WILL BE CORRECTED, OR THAT THE SERVICES AND/OR THE SYSTEMS AND/OR THE SERVER(S) THAT SUPPORT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NORC DOES NOT PROVIDE ACCESS OR CONNECTION TO THE INTERNET AND IS NOT AND SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE ACTIONS OR OMISSIONS OF THIRD PARTIES THAT INTERFERE WITH, LIMIT, RESTRICT, OR PREVENT ACCESS OR CONNECTION TO, OR USE OF, THE SERVICES.

#### 15. INDEMNIFICATION

You agree to indemnify NORC against any and all losses, liabilities, claims, or expenses of any kind, including reasonable attorney's fees for the defense thereof, arising out of, resulting from, or caused by, whether directly or indirectly,: (i) your breach or violation of these Terms; and/or (ii) your use of, participation in, and/or access to the Services.

#### 16. LIMITATIONS OF LIABILITY

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAWS, YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL NORC BE LIABLE, OR OTHERWISE RESPONSIBLE, TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES, FOR ANY REASON(S) OR FOR ANY CAUSE(S), REGARDLESS OF WHETHER NORC IS INFORMED OF THE POSSIBILITY THAT SUCH DAMAGES MAY EXIST.

ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SERVICES AND/OR THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE.

#### 17. COMPLIANCE WITH APPLICABLE LAWS

You agree to comply with all applicable statutes, rules, regulations, and orders of the United States, and of any state or political subdivision thereof. You further agree to indemnify NORC against both losses and liabilities suffered as a result of your failure to comply with the law and the standards issued thereunder.

#### 18. SUSPENSION; TERMINATION; DE-ACTIVATION OF PANEL MEMBERSHIP

Either party may terminate your membership with a Panel at any time, with or without cause, for any reason or no reason, and without liability for the termination.

In addition to any and all other available remedies, NORC may, without notice, suspend and/or terminate your use of, access to, and/or participation in the Services if you are in breach or violation of these Terms. If NORC terminates your membership due to your breach or violation of these Terms: (i) you forfeit all rights, title, and interest in and/or to all unredeemed rewards, incentives, and/or prizes, effective upon termination; (ii) your membership will immediately be canceled; (iii) your access to, participation in, and use of the Services will immediately cease, and (iv) you will not be allowed to participate in surveys offered through the Services. In the event that a non-Panel member breaches or otherwise violates these Terms, such non-Panel member hereby agrees that: (a) all rights, title, and interest in and/or to all unredeemed rewards, incentives, and/or prizes (if any), will be forfeit effective upon termination; and (b) access to, use of, and participation in the Services will immediately cease.

In addition, NORC reserves the right to de-activate your Panel membership account if your membership account does not remain Active (as defined herein). For the purpose of these Terms, "Active" means that you participate in a survey in at least once out of every eight survey invitations; and (ii) update your profile or member information once every twelve (12) months.

In the event of de-activation, termination by you, or termination by NORC (other than for your breach or violation of these Terms), NORC shall maintain unredeemed rewards, incentives, and/or prizes active and available for you to redeem for a period of thirty (30) days following de-activation or termination.

## 19. SEVERABILITY

If any such provision of this agreement is rendered unenforceable it shall be considered separate and severable from this agreement and the remaining provisions shall remain in force and bind the parties as though the unenforceable provision had never been included.

## 20. NOTICE

A. Notice from You to NORC. Except as otherwise set forth herein, or as required by Applicable Laws, all notices to be sent or provided to NORC should: (i) be correctly addressed to the applicable business address, and shall be sufficiently delivered if delivered: (a) by Federal Express, Express Mail, or other nationally or internationally recognized overnight courier service (in which case notice shall be effective one (1) business day following dispatch); or (b) by certified mail, return receipt requested, postage prepaid (in which case notice shall be effective six (6) days following deposit in mail); or (ii) be sent via email to the appropriate member services team for the appropriate Panel.

B. Notice from NORC to You. Except as otherwise required by Applicable Laws, you agree that NORC may provide notices to you: (i) via the email address provided by you to NORC (in which case notice shall be effective one (1) day following the date the email was sent, provided that NORC did not receive an error message stating that delivery of the email was delayed, that the email address was invalid, or that the email otherwise could not be delivered); (ii) by certified mail, return receipt requested, postage prepaid addressed to the address provided by you to NORC (in which case notice shall be effective six (6) days following deposit in mail); or (iii) by posting notices on the applicable Website(s).



C. Legal Notice. All questions regarding these Terms and all legal notices should be sent, in accordance with Section 21 of these Terms, to:

NORC  
Contracts Office  
55 East Monroe, 20th Floor Chicago, IL 60603  
or via email to: [info@AmeriSpeak.org](mailto:info@AmeriSpeak.org)

## 1. **GOVERNING LAWS AND LEGAL JURISDICTION**

The laws of the state of Illinois govern all matters arising out of this agreement without regard to any portion of any choice of law principles. All claims or disputes arising in connection with these Terms and/or your access to, use of, or participation in the Services, shall be subject to the exclusive jurisdiction of the state or Federal courts located in Cook County, Illinois, USA.

## 2. **CHANGES**

At its sole discretion, NORC reserves the right to make changes to these Terms. NORC encourages you to review these Terms on an ongoing basis. NORC will obtain your consent prior to changes that are of such nature that consent is needed or required. For changes that do not require consent, your continued use of, access to, and/or participation in the Services does and will constitute your acceptance of these Terms as amended.

## 3. **MISCELLANEOUS TERMS**

The headings contained in these Terms are for reference only and shall have no effect on the interpretation and/or application of these Terms. NORC's failure to enforce a breach by you of these Terms shall not waive or release you from such breach and shall not waive, release or prevent NORC from enforcing any subsequent breach by you of these Terms. These Terms, any rules, terms or policies referenced herein or incorporated herein, and any Panel specific requirements, represent the entire understanding and agreement between NORC and you with respect to the subject matter hereof.

Last updated: 1/14/2016

**APPENDIX E: AMERISPEAK STANDARD SURVEY INVITATION (EMAIL AND TELEPHONE)****[EMAIL TEXT]**

A new AmeriSpeak survey is waiting for you. View it in your browser.

An Invitation to  
Complete Your AmeriSpeak Survey

SID: ###

Begin your survey and,  
If you are eligible,  
Earn X,000 AmeriPoints

Hello FIRSTNAME

Thank you for the valuable insights you provide to us at AmeriSpeak®.  
We have a new survey for you! Please complete it at your earliest convenience.  
Remember, once you have 10,000 AmeriPoints, you can redeem them for merchandise, Visa™ debit cards, and more!

Begin your survey

Thank you for your time today. We look forward to hearing from you — and hearing your opinions!  
Sincerely,

The AmeriSpeak Support Team

This email is intended for FIRSTNAME (PMID#).

AmeriSpeak Support

Having trouble with the link? You can copy and paste this into your browser: URL. Alternatively, you can also go to my.AmeriSpeak.org, log in using your member credentials and click on the "Start Survey" button in your dashboard page.

Need more help or have questions? Email the AmeriSpeak Support Team at support@AmeriSpeak.org or call toll-free (888) 326-9424

**[TELEPHONE TEXT]**

Hello, my name is \$I. I'm calling from AmeriSpeak by NORC. May I please speak with [FIRSTNAME]?

Thank you for your continued participation in AmeriSpeak. I am calling to let you know that your next survey is available. The survey takes approximately [SURVEYLENGTH] minutes to complete. If you complete the survey, you will receive [INCENTPOINTS] AmeriPoints for your time. We will keep all of your answers confidential. Shall we proceed? Great. As always, for quality assurance purposes, this call may be recorded or monitored.