

THE FEDERATED STATES OF MICRONESIA CULTURAL RESEARCH POLICY

1. Definitions:

- “Local Community”: refers to the specific group of people located in or near the research site.
- “Products of Research”: All forms of data collected during research, including written and digital products such as printed documents, photographs, audio and visual recording, drawings and illustrations, artifacts and specimens, and digital media for storage of data.
- “Cultural research”: Any research on cultural subjects. This might include anthropological, archaeological, sociological, cultural geography, linguistic, and historical studies, but could also include related fields of study that investigate cultural elements of the society.
- “Traditional copyright”: The traditional right of individuals and communities to control the ways information they provide is used and accessed. This is especially relevant when specialized or secretive knowledge is collected.

2. Guiding principles

- 2.1 The people of the Federated States of Micronesia (FSM) recognize the importance of knowing, preserving and developing their own understandings of their traditional cultures and histories.
- 2.2 The understandings and expressions of their traditional cultures and histories belong to the individuals, families, lineages and communities of the people of the Federated States of Micronesia. Any cultural research conducted in the FSM must first always respond to and respect the needs and desires of those people and communities who own and hold the cultural/historic representations under consideration.
- 2.3 Research is the documentation and creation of knowledge. As such, research results incorporate the particular viewpoints of researchers. Research also always provides intrinsic benefits to the researchers’ professional careers.
- 2.4 Research in practice is a collaborative effort involving researchers, individual and groups of informants, local communities, traditional leaders, cultural fieldworkers, cultural administrative bodies and local, state, and national governments, and must be approached as such.

3. Policy statements

3.1 Objectives:

- 3.1.1 To ensure that cultural research projects are consistent with the FSM's own research priorities, and to make researchers aware of these priorities.
- 3.1.2 To establish a clear process by which applications from foreign nationals to undertake research in the FSM can be evaluated. This policy is not intended to apply to research undertaken by researchers who are citizens of the FSM, by Government officers in the execution of their duty, or researchers conducting work at the request of the State or National Governments of the FSM (including projects supported by the U.S. National Park Service).

3.2 Responsibility for research in the Federated States of Micronesia

- 3.2.1 The National Historic Preservation Office of the FSM is responsible for overseeing the research permitting process, defining and implementing national research policies (including those outlined in this document) and defining national research priorities.
- 3.2.2 The State Historic Preservation Offices of the FSM will determine whether it is desirable that a foreign national undertake research on a cultural subject in their respective State. The State HPO's decision will be communicated to the National Historic Preservation Office, who is responsible for granting all research permits.
- 3.2.3 Individuals who undertake research without authorization from the National Historic Preservation Office (which requires approval from the State HPO's), risk confiscation of research materials, deportation and refusal of all further entry visas.

3.3 Priorities of research

- 3.3.1 Priority will be given to research with a focus on training FSM HPO staff (National and State) and other local residents in methods and techniques necessary to conduct cultural research. This could include training in methods and techniques useful in such fields as archaeology, ethnography, history, museum studies, cultural tourism studies, etc. Priority will thus be given to those projects that involve active participation with counterpart FSM researchers or assistants.
- 3.3.2 Priority subjects for cultural research in the FSM for the period 2013-2018 are:
 - Cultural and historic site documentation
 - Case studies of contemporary social change
 - Culturally informed medical and health related studies/projects.
 - Archaeological and ethnographic surveys and inventories

4. Process for application submission and evaluation

The initial procedure for seeking a research permit includes the submission of a formal research proposal to the proper State Historic Preservation Office for review. This proposal should include all the necessary information required to fully understand the scope and nature of the study under consideration. This policy document provides information on specific concerns that are required to be addressed.

4.1 Application categories

- 4.1.1 In order to track the various forms of research undertaken in the FSM, research proposals will indicate which of the following categories best characterizes their work:
- a. proposals from new researchers for short-term (fieldwork less than two months) research
 - b. proposals from new researchers for long-term (fieldwork longer than two months) research
 - c. new proposals (short or long-term) from individuals with previous long-term field research experience in the FSM
 - d. projects being undertaken for and on behalf of museums
 - e. filming projects (see appendix 2)
- 4.1.2 In research ventures that involve more than one researcher, a separate agreement is required for each researcher stating exactly what the research topic and capacity of each individual is to be, and which may carry its own unique obligations.
- 4.1.3 **Scientific research projects involving biological, medical or related research concerning human populations will also require a research application proposal to the FSM Human Research Ethics Committee (HREC) to ensure that the research will comply with the FSM Statement on Ethical Conduct in Human Research. Details of the HREC research proposal process can be found by contacting:**

FSM Department of Health & Social Affairs
P.O. Box PS 70 Paliker, Pohnpei 96941
Phone: (691) 320-2619 Fax: (691) 320-5263
Email: health@fsmhealth.fm Website: www.fsmhealth.fm

4.2 Application deadlines

- 4.2.1 All proposal applications should be received by the State HPO officer (not the National HPO), at least 90 days before the proposed research is to begin.
- 4.2.2 Decisions will generally be communicated to applicants within 4 weeks after they are received.

4.3 Evaluation of applications

- 4.3.1 The FSM National and State Governments are highly supportive of the efforts of outside social and cultural researchers who choose to conduct their important work in the FSM. If all proposal requirements are met, the vast majority of applications will be approved. The primary reasons for denial of a research permit will be:
- a. the absence of clear benefits that the proposed research will have for the people of the FSM
 - b. the applicant/researcher has failed to fulfill all the obligations of a previous research permit with the FSM
 - c. the applicant failed to meet all the requirements as outlined in this policy

5. **Process for approval and fees**

5.1 Applications for proposed research will be approved by the State Historic Preservation Office (HPO) where the intended research is to take place. If the research is to involve work in multiple States of the FSM, then this should be stated in the application so that approval can be sought from each State HPO before the decision is communicated to the FSM National HPO who officially grants all research permits. The FSM National HPO does not review the applications, final decisions rest with the individual State HPO officers who advise the National HPO's to either grant or deny permits. Researchers should collaborate with the State HPOs throughout the application process to ensure that proposal requirements are being met.

5.2 Fees/Guarantees

5.2.1 An authorization fee of USD\$200.00 must be provided to the FSM National HPO by the researcher before the research proposal can be approved. The authorization fee covers up to three researchers working on the same research team, any additional research members must pay USD \$25.00 each.

5.2.2 Where research involves more than one visit to the FSM, and this is clearly stated in the Research Agreement, a fee of USD\$25.00 (per researcher) is to be paid on each subsequent visit to the FSM after the first. This does not apply to travel between States of the FSM.

5.2.3 Researchers not affiliated with a recognized research institution will be required to provide a deposit of USD \$500.00 to ensure compliance with the conditions for the deposit of products of research as stipulated in section 9 of this document. This fee is retrievable once such deposits are made.

5.2.4 For researchers affiliated with a recognized research institution, a letter from the institution guaranteeing the deposit of products of research by the researcher is required before the research proposal can be approved.

5.2.5 In cases where it is necessary for HPO personal to travel to the proposed research location to help facilitate the research (either prior to, during or after the period of research), the researcher will cover any costs incurred in such travel.

5.3 All funds received from the researcher will be used by the State and National HPOs to cover administrative and logistical costs incurred in the setting up and implementation of research and the collection and cataloguing of research products at the State and National levels.

5.3.1 The FSM HPOs may waive any or all of the above fees.

5.4 The approval of a research proposal is signified by the signing of the Research Agreement [Appendix 1] by the researcher and the FSM National HPO, the latter signing on behalf of the local communities, state and national governments.

5.5 As a foreign national, the researcher will be registered as a "Short Term Contractual Employee" working for the National HPO and assigned a research visa for the designated period of research (up to 90 days). Should the research extend beyond 90 days, the FSM Historic Preservation Officer will write a letter of support on the researchers behalf to the FSM Office of Immigration for their consideration (in such cases, the researcher will need to contact the Office of Immigration directly to arrange longer stays).

5.6 Should the National or State HPOs decide to terminate a research venture (see section 10 below), the Research Agreement will be annulled and the researcher's visa withdrawn.

6. Traditional copyright considerations

Researchers are obliged to observe and respect traditional copyright protocols. Traditional copyright is protected under the FSM policies on the protection of Traditional Knowledge and Expressions of Culture (based upon the Pacific Model Law 2002 framework) as well as the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization (which, as a Party to the Convention on Biological Diversity [CBD], the FSM adopted in 2012). Information on both of these protective policies can be requested from the FSM National HPO.

7. Local participation in research and training

There must be maximum involvement of indigenous scholars, students and members of the community in research, full recognition of their collaboration, and training to enable their further contribution to country, state and community. To this end, researchers are required to solicit participation and assistance from State HPO's in helping to locate local members of the community to help with the research while also offering to train HPO staff in research techniques and methodologies. Both of these requirements aid with the aim of facilitating the continuation of research once the foreign national researcher leaves the country. It is not guaranteed that local assistance will be provided or that the opportunity for training staff will always be present. It is required of the researcher, however, to offer these opportunities for local participation to the State HPOs.

8. Benefits

8.1 Community-based projects

Where research is undertaken with a local community, the research will include a product of immediate benefit and use to that community. The product will be decided upon by the researcher, the local community and the State HPO in the early part of the fieldwork, and the State HPO may have a role in assisting the researcher in its provision. Such products could include photo albums of visual records, simple educational booklets for possible use in schools, programs for the revitalization of particular traditional skills in the community, training workshops in cultural documentation, etc. This product will be provided no later than 6 months after termination of the research period.

8.2 Projects not undertaken with communities

Where research does not involve a local community, the research will only include a product of benefit to the nation or state (see below).

8.3 Benefit to the Nation or respective State

The FSM National Historic Preservation Office or the respective State Historic Preservation Office may request any researcher to provide certain services additional to their research work. For instance, researchers could provide assistance to government by providing information from their community research perspective, such as health surveys,

information on the viability of certain development projects, archaeological surveys and inventories, etc. They could also provide free consultancies to the HPOs or other national bodies, such as initiating educational projects in their host community. Foreign researchers can also provide for the HPOs invaluable access to materials on the FSM held overseas. Contacts overseas, and might be able to facilitate scholarships for FSM students in overseas educational institutions. Any such undertaking (s) expected of the researcher will be stipulated in the Research Agreement.

9. Deposit and accessibility of products of research

Two Copies of all products of research are to be deposited without charge with the State HPO(s). The State HPO will forward one copy of the products to the National HPO. Where feasible, research results should be made accessible to the local community through such means as audio or video cassettes (or cd's) or copies of publications that have been translated into English (or the vernacular) when necessary. Materials to be deposited comprise:

- 9.1 Interim report. Researchers must submit an interim report of not less than 2000 words no later than 6 months after the research period has ended giving a reasonable précis of their work. This should be in English and in 'layman's terms' so as to be of general use to all citizens.
- 9.2 Written Materials (manuscripts, theses, publications, maps and diagrams). Published materials must be deposited upon completion or publication. Where publications are in a language not spoken in the respective State (English or a local language) the researcher must provide a translation of an appropriate selection of their publications.
- 9.3 Film and video. Digital copies of all footage taken, including unedited portions and final products in broadcast-quality, must be deposited with the respective State HPO. Details to be included with the footage should include the dates, subject matter, filmmaker and institutional sponsor (if any). Two copies of edited final copies of films and videos are to be provided, one for public screening and the other for deposit in the archives.
- 9.4 Photographs. Copies of all photographs of documentary significance accompanied by explanatory information must be deposited (photographs of key individuals, ceremonies, manufacturing processes, important places, etc).
- 9.5 Artifacts. The removal of any artifacts or specimens from the country is strictly prohibited. Any artifacts collected must be submitted to the respective State HPO and may be retained. Artifacts and specimens may be temporarily taken out of the country for overseas study and analysis with conditions determined by the State HPO officer.

10. Termination of a research project

The National or State HPOs may revoke its approval of and terminate a research venture should the researcher fail to comply with any of the conditions agreed to in the Research Agreement. Should a research project be terminated before its completion, copies of all products of research made prior to termination are to be deposited with the State HPO as outlined in section 9 above.

In case of termination by the local community, the National or State HPO may reconsider the research project for another locality.

11. Role of the FSM National Historic Preservation Office

The FSM National HPO is responsible for officially granting research permits that have been approved by the State HPOs. In addition, the roles of the National HPO also include:

- 11.1 Publicize this policy with the FSM and to overseas research institutions, universities, etc.
- 11.2 Coordinate and enforce compliance of national regulations and guidelines concerning cultural research.
- 11.3 Administration of cultural research permitting process.
- 11.4 Assist, advise and support State HPO's in all matters concerning cultural research.

12. Role of the FSM State Historic Preservation Office

The State HPOs have the direct responsibility of approving, facilitating, coordinating, and administering all research projects in their respective states and for ensuring feedback on these projects to the FSM national government and non-governmental bodies when appropriate. In this capacity, the State HPOs will:

- 12.1 Identify potential subjects and areas of research, formulate research proposals and invite foreign and local researchers to undertake certain projects.
- 12.2 Facilitate and assist the undertaking of research by local researchers
- 12.3 Identify and facilitate opportunities for local communities to request trained researchers to assist them with research of their traditional customs and history.
- 12.4 Provide advice on obtaining permission to conduct research and on conditions of work and living in potential areas of research to interested parties.
- 12.5 Assist in the formulation of research proposals that involve local assistance and seek out local researchers and/or assistants that are appropriate for proposed research.
- 12.6 Facilitate and ensure awareness of the research proposal in the local community and assist the members of the community in making a decision as to their involvement.
- 12.7 Educate local community members and the researcher(s) as to their rights under the Research Agreement.
- 12.8 Assist the local community and the researcher in determining the product of immediate benefit and use to be provided by the researcher and assist in its provision.
- 12.9 Inform the local government and traditional leaders (and any other appropriate group) of the undertaking of a research project.
- 12.10 Monitor the research venture with a view to ensuring compliance with the Research Agreement and providing feedback to relevant national bodies.
- 12.11 Assist the researcher.
- 12.12 Receive, protect, preserve, and curate deposited products of research.
- 12.13 Facilitate the provision of products of research to schools and assist the National HPO in their preparation.

13. Commercial ventures

Where any of the products of research are to be used for commercial purposes, a separate agreement between the FSM National HPO and the researcher will be made specifying the basis on which sales are to be made and the proceeds of sales are to be distributed. The details of this agreement will be recorded in section 12 of the Research Agreement. The FSM National HPO will be responsible for distributing the funds received to the designated individuals, communities and institutions within the FSM. Where research is engaged in for commercial purposes, it is the responsibility of the researcher to make all informants and suppliers of information aware of this fact, and to come to an agreement with them on the amount of royalty to be paid on received data. The FSM National HPO has to approve any such agreements relating to commercial outcomes from research. Copies of all commercial products of research are to be deposited with the National and State HPO as specified in section 9 of this document. The commercialization of traditional expressions and cultures must also comply with the FSM policies on the protection of Traditional Knowledge and Expressions of Culture and the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization (see section 6).

Appendix 1

FSM Cultural Research Policy

Research Agreement

AN AGREEMENT made the _____ day of _____, 20____ .

BETWEEN: THE FEDERATED STATES OF MICRONESIA NATIONAL HISTORIC PRESERVATION OFFICE, representing the Government of the Federated States of Micronesia, the State Government of _____ and the local community, (hereinafter called "the Council") of the one part.

AND :

of (institution)

(hereinafter called "the Researcher") of the other part.

WHEREAS :

(1) The Researcher has applied to the Council to do research work in the Federated States of Micronesia, and agrees to the conditions placed upon her/him in this document and to compliance with the intent of the ethics described in the FSM Cultural Research Policy.

(2) The Council has agreed to allow the Researcher to do such research, and has agreed to the obligations placed upon it by this document and by the FSM Cultural Research Policy.

AND THEREFORE THE PARTIES AGREED AS FOLLOWS:

(1) The Council hereby authorizes the Researcher to undertake research work in the FSM on the subject of

with the communit(y/ies) and State (s) of

on the island/s of

in the capacity of (if more than one researcher is involved)

for the period up until (Specify if research will involve more than one visit)

(2) The Researcher has paid an authorization fee of USD\$200.00 to cover all administrative costs incurred in the setting up and implementation of the research venture, or this fee has been waived by the Council.

(3) The right to the products of research shall belong to the Researcher who shall be entitled to reproduce them for educational, academic or scientific purposes, provided that traditional copyrights are not compromised and the permission to use material has been obtained from copyright holders with their prior informed consent. The products of research shall not be reproduced or offered for sale or otherwise used for commercial purposes, unless specified under section 13 of this agreement.

(4) Two Copies of all non-artifact products of research are to be deposited without charge with the State HPO, one for the State HPO and one for the FSM National HPO. Where feasible, copies will also be provided to the local community. Two digital copies of films and videos are to be provided, one for public screening and the other for deposit in the archives. Any artifacts collected become the property of the State HPO unless the traditional owners specify otherwise. The carrying of any artifacts or specimens outside the country is prohibited. Artifacts and specimens may be taken out of the country for overseas study and analysis in strict accordance with the agreed upon State HPO provisions. The conditions for the return of the following materials are:

(Specify artifacts/specimens/other materials and conditions for return)

The Researcher has either

- (a) provided a letter from the institution to which they are affiliated guaranteeing the researcher's compliance with the above conditions, or
- (b) provided a retrievable deposit of USD\$500.00 to ensure their compliance with these conditions.

(5) The Researcher will be responsible for the translation of a publication into English if necessary. They will also make the information in all products of research, subject to copyright restrictions, accessible to the local community through such means as audio cassettes or digital copies of recorded information. The Researcher will also submit an interim report of not less than 2000 words no later than 6 months after the research period has ended giving a reasonable precis of their work. This will be in English and in 'layman's terms' so as to be of general use to all citizens.

(6) There will be maximum involvement of indigenous scholars, students and members of the community in research, full recognition of their collaboration, and training to enable their further contribution to country and community. The Council nominates the following individuals to be involved in research and/or trained, in the following capacities:

(7) A product of immediate benefit and use to the local community will be provided by the Researcher no later than 6 months after termination of the research period. This product is:

(8) In addition to their research work, the Researcher will, as a service to the designated State(s) or the nation of Federated States of Micronesia, undertake to: (section 8.3 of the Cultural Research Policy suggests possible services of benefit to the nation and states)

(9) In undertaking research the Researcher will:

a) recognize the rights of people being studied, including the right not to be studied, to privacy, to anonymity, and to confidentiality;

b) recognize the primary right of informants and suppliers of data and materials to the knowledge and use of that information and material, and respect traditional copyrights, which always remain with the local community;

c) assume a responsibility to make the subjects in research fully aware of their rights and the nature of the research and their involvement in it;

d) respect local customs and values and carry out research in a manner consistent with these;

e) contribute to the interests of the local community in whatever ways possible so as to maximize the return to the community for their cooperation in the research work;

f) recognize their continuing obligations to the local community after the completion of field work, including returning materials as desired and providing support and continuing concern.

(10) In all cases where information or material data is obtained by the Researcher, the Researcher has the responsibility to make his/her informant(s) fully aware of their rights and obligations, and those of the Researcher, in the transmission of this information. In particular, it is the obligation of the Researcher to:

a) ensure the informant(s) have given their Prior Informed Consent to provide this information for the purposes of the research project ;

b) record full details as to the extent to which this information can be transmitted to other people and to publish or otherwise disseminate this information only in accordance with these disclosure details given by the informant(s) ;

c) properly acknowledge and attribute this information to the informant(s) in all cases where it is recorded, published and/or cited.

(11) A breach of any part of this agreement by the Researcher or a decision by the local community that it no longer wishes to be involved in the research venture will result in the termination of the research project.

(12) (Additional clauses/conditions) (This section will detail commercial ventures, extra costs incurred by the Cultural Centre, etc.)

Signed :

The Researcher

On behalf of the FSM National Historic Preservation Office

Appendix 2

FSM Cultural Research Policy

NATIONAL POLICY ON FILMING IN THE FEDERATED STATES OF MICRONESIA

1. Any film making that is undertaken by foreign film makers and that involves a **cultural subject** (that is, any ethnographic footage, footage of archaeological or historical subject matter, or footage particularly featuring scenes from people's daily lives) requires the consent of the FSM National Historic Preservation Office, and must satisfy the following conditions:

- a) A formal application to film in the FSM must be made to the FSM National Historic Preservation Office at least 4 weeks in advance of filming. A tentative or confirmed itinerary must be presented with this application.
- b) A minimum authorization fee of **USD\$500.00** (travel or entertainment program) or **USD\$1000.00** (documentary) must be provided to the FSM National Historic Preservation Office before filming can commence. This fee may be modified or waived upon request.
- c) Digital copies of **all** footage taken, including unedited portions and edited final products in broadcast-quality, must be deposited with the FSM National Historic Preservation Office. A financial deposit of **USD\$1000.00** may be required to ensure compliance with this condition.
- d) A representative selected by the FSM National Historic Preservation Office is required to accompany the film maker while shooting footage. This is primarily to ensure cultural sensitivity on the film maker's part, however the representative can also assist the film maker and help generally to facilitate filming. This condition may be modified or waived upon request.

The FSM National Historic Preservation Office may modify or waive any of the above conditions. Failure to comply with these conditions may result in confiscation of filming equipment and footage.

Any queries or applications by foreign film makers interested in filming **cultural subjects** in the FSM can be directed to:

FSM Historic Preservation Officer
Historic Preservation Program
Federated States of Micronesia National Government
P.O. Box PS 70
Palikir, Pohnpei 96941
hpo@mail.fm
office: (691) 320-2343 fax: (691)320-5634