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The Federated States of Micronesia Research Policy

The Federated States of Micronesia (FSM) shares general principles of international law and policy regarding the rights of Indigenous Peoples to preserve and protect their unique cultures and heritage. The FSM welcomes researchers and those involved in filming in the FSM, who are willing to uphold these principles and collaborate in such a manner on these efforts, to submit applications for consideration by the FSM government. The applicants and FSM government note that research should simultaneously promote the well-being of Micronesians, collective understandings of humanity, and preserving tangible and intangible cultural heritages in the FSM. Applicants should familiarize themselves with the FSM generally as well as all applicable laws and ethical principles governing ethical research and benefits sharing.

The FSM government controls their own development agenda and research priorities. Those interested in research in FSM should refer to FSM government officials, particularly the FSM Office of National Archives, Culture, and Historic Preservation (FSM NACH), for a list of current research priorities and align their research projects with these priorities.

Those interested in conducting research within the FSM must:

1. Complete a research permit/renewal application and pay the application fee.
2. Sign a contract defining roles and responsibilities for conducting ethical research.
3. Data Sharing Agreement
4. Comply with all applicable FSM national and State laws in the FSM.

Complete applications will be reviewed by FSM NACH and their agents (including, but not limited to State HPOs and other government agencies). Once a thorough review has been conducted a final decision of approval or denial will be communicated to the applicant by FSM NACH. The decision communicated by FSM NACH is not appealable so applicants for a research permit are encouraged to proceed with due care and diligence in crafting their research proposals. The thorough review of research applications may take up to six months or longer for applications requiring the review of several agencies and community members. Researchers are strongly encouraged to submit early enough to respect this review process. No expedited review is available.

Researchers should recognize that research in the FSM is a privilege that may be revoked should ethical or legal issues arise. Researchers are expected to comply with all FSM laws, remain in good standing with their local research collaborators and community partners, provide timely reports and share research products with government agencies and communities as specified in the research agreement, and have copies of their research permit and research agreement available for inspection upon request.

Successful research applications become the property of the FSM in the interest of public disclosure and management of research endeavors within the FSM. The FSM and its agencies are free to distributed through any means to interested parties, including, but not limited to, government agencies, international community, and the public.

1. Research Permit Application

All items must be submitted in English by the person with the greatest seniority and responsibility in executing the research project and should also be the point of contact in all communications. This person is the faculty advisor (for student research) or Principal Investigator (for faculty research), Head of Research (for private sector research), Executive Producer (for film-based projects). It is the applicant's responsibility to ensure that all materials are submitted with sufficient detail to assess the value of the research to the FSM. Additional review requires additional fees. All submitted materials become the property of the FSM. Research permits are valid for one year from the date of issuance and may be renewed on an annual basis through a separate application process. Applications will be considered on a bi-annual basis with two deadlines for review: April 1 and October 1. This is a competitive process and a limited number, if any, applications may be accepted. Note that given the logistics of thoroughly reviewing your application you should apply for a research permit at least 8 months prior to planning to commence research.

Completed applications consist of one document with these items and in following order:

1. Submit completion certificates of ethics training for all members of your research team. If not previously completed, you must complete the CITI Basic Human Subjects Research Course and additional relevant modules relevant to your research project.
2. Copy of institutional approval of research. IRB or equivalent.
3. Copies of all applicable supporting documents including:
 - a. Recruitment materials including letters, print and other forms of media designed to gather participants for your project.
 - b. Informed consent protocols including forms that will be used prior to gathering information.
 - c. A completed proposal (template provided) with
 - i. detailed description of the methods you will employ.
 - ii. A description of your research instrument including, if applicable, copies of your questionnaire and interview questions.
 - iii. A detailed description of the expected outcomes and risks of research including a statement on benefits sharing with the community and FSM. This should also include your plan to involve community-based counterparts as collaborators in your research.
 - iv. Your research budget including sources of funding.
 - v. A description of the members of the research team including their qualifications, expected time in FSM to conduct research work, and their role(s) in carrying out the research project. Note that project members who are involved in publication count as members of the research team.
 - vi. Your research implementation timeline.
4. Submission of a nonrefundable \$1,500 research permit application fee. This fee is for one review with feedback and processing of the application only; it does not guarantee a permit nor is it refundable.

Applicants will be notified of the approval or denial of their application for a research permit within 180 days of submission to FSM NACH; however, if submitted after the application deadline, the application will be moved to the next round for review. The research permit is valid once all parties sign a standard research agreement for the FSM. The researcher and all members of the research team will agree to abide by the terms of the agreement.

2. Research Contract

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 FSM Office of National Archives, Culture, and Historic Preservation 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 FSM Office of National Archives, Culture, and Historic Preservation 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 one year from the execution of this agreement

(2) 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.

(3) 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 unauthorized 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 and National HPO provisions. The conditions for the return of the following materials are:

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

The Researcher has

(a) provided a letter from the institution to which they are affiliated guaranteeing the researcher's compliance with the above conditions,

(4) 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 2,000 words no later than 6 months after the research period has ended giving a reasonable précis of their work. This will be in English and in 'layman's terms' to be of general use to all citizens. An short educational video may be substituted for this requirement if approved by FSM. Publications are strongly recommended to be open access. Projects with open access publication plans will be prioritized.

(5) 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:

(6) 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: _____

(7) 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, may be requested 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. Projects which prioritize the community, sustainable work, and/or innovation will be preferred.

(8) 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.

(9) 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. 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.

(10) A breach of any part of this agreement by the Researcher may result in the termination of the research project and may subject members of the research team to civil and criminal liability.

(11) A decision by the local community, State HPO, of FSM NACH that it no longer wishes to be involved in the research venture will result in the termination of the research project.

(12) Should there be a dispute between the parties to this agreement the mechanism is
Dispute resolution or Venue for Court _____

(13) (Additional clauses/conditions)

Signed with Digital Signature:

The Researcher

On behalf of the FSM Office of National Archives, Culture, and Historic Preservation

On behalf of the State of (Chuuk, Kosrae, Pohnpei, Yap) State Historic Preservation Office

Research Permit Renewal

All items must be submitted in English by the person with the greatest seniority and responsibility in executing the research project. This is the faculty advisor (for student research) or Principal Investigator (for faculty research), Head of Research (for private sector research), Executive Producer (for film-based projects). This should be the same person that had previously submitted the initial application unless there has been a change of circumstance. This change of the head of the project should be explained in the application for renewal. It is the applicant's responsibility to ensure that all materials are submitted with sufficient detail to assess the value of the research to the FSM. All submitted materials become the property of the FSM. Research renewals are valid for one year from the date of issuance.

1. Submit completion certificates of ethics training for all members of your research team. If not previously completed, you must complete the CITI Basic Human Subjects Research Course and additional relevant modules relevant to your research project.
2. Copy of institutional approval of continued research from the IRB or equivalent body.
3. Copies of all applicable supporting documents including:
 - a. Annual report
 - i. Preliminary findings
 - ii. Any adverse impacts
 - iii. Changes to research team including description of qualification and roles of research team members.
 - iv. Report on the benefits that have accrued to the FSM, including its government agencies and citizens.
 - v. Budget: remaining budget, additional funds secured and the sources of funding.
 - b. Copies of community-based products distributed by the research team. These could include videos or appropriately written text for a lay audience in the FSM.
4. Submission of a nonrefundable \$500 research permit renewal fee.

3. Research Data Sharing Agreement

Project Title:

The _____ company may record only for the purpose of documentation; however, prior to dissemination, the media contents must be approved by the _____ State Government and Federated States of Micronesia Government (if applicable).

Video footage will be stored at the FSM Office of National Archives, Culture and Historic Preservation, _____ State Historic Preservation Office, and a copy with _____; however, any use of the footage must be approved by the FSM Government via the Office of NACH and _____ State Government via _____ State Historic Preservation Office.

While the video footage may be stored with _____, a written request must be submitted for review to the _____ State Historic Preservation Office when a party desires to utilize the data for any other purpose outside of the purpose described in the outset of this document.

Please fill out the boxes below:

Data Overview	<ul style="list-style-type: none"> • The type of data permitted for collection includes underwater video recording and GPS points of the wrecks for the period of January-June 2023.
Ownership	<p>The data are owned by the _____ Government. Permissions must be requested by proposal from _____ Government for use of the data.</p>
Storage	<ul style="list-style-type: none"> • _____ Government, Historic Preservation Office and _____ • Data storage format and security: _____(please identify) • Data archiving, preservation, and disposal responsibility, schedule, and procedures
Legal	<ul style="list-style-type: none"> • Ethics, privacy, and confidentiality • Security (i.e., technical and procedural protections/contingencies) • Local, state, and federal compliance requirements • Other legal requirements

Access	<ul style="list-style-type: none"> • To whom will the data be made available? • What are the concerns about student, institution, consortium, and district confidentiality? What are the solutions? • Levels of access to different DSA/MOU stakeholders? What are the terms of the restrictions? Why are they in place?
Approval	<ul style="list-style-type: none"> • What departments in each organization need to approve the DSA/MOU? <ul style="list-style-type: none"> • Who will determine which staff receives access to data? On what timeline and process?
Resource Allocation	<ul style="list-style-type: none"> • Fund sharing arrangements and requirements • Fixed, variable, and reoccurring costs: <ul style="list-style-type: none"> ○ Fees ○ Personnel (including time, labor, and travel) ○ Data infrastructure development • Data infrastructure maintenance
Roles	<ul style="list-style-type: none"> • Delineate roles and responsibilities by organization: <ul style="list-style-type: none"> ○ Data collection ○ Data storage ○ Data ownership ○ Data management ○ Data analysis ○ Dissemination ○ Accountability
Dissemination	<ul style="list-style-type: none"> • To what extent and in what format will data be made available? To whom and on what timeline? • Will the data be shared with the public? If so, how and on what timeline?
Timeline	<ul style="list-style-type: none"> • DSA/MOU time period • Timeline associated with scope and roles (noted above) • Timeline for dissemination • Timeline restrictions on the release of data

Resource Allocation	<ul style="list-style-type: none"> • Fund sharing arrangements and requirements • Fixed, variable, and reoccurring costs: <ul style="list-style-type: none"> ○ Fees ○ Personnel (including time, labor, and travel) ○ Data infrastructure development
Roles	<ul style="list-style-type: none"> • Delineate roles and responsibilities by organization: <ul style="list-style-type: none"> ○ Data collection ○ Data storage ○ Data ownership ○ Data management ○ Data analysis ○ Dissemination ○ Accountability
Dissemination	<ul style="list-style-type: none"> • To what extent and in what format will data be made available? To whom and on what timeline?
Timeline	<ul style="list-style-type: none"> • DSA/MOU time period • Timeline associated with scope and roles (noted above) • Timeline for dissemination • Timeline restrictions on the release of data

FEDERATED STATES OF MICRONESIA RESEARCH PROPOSAL



Research Title

Prepared for: FSM Office of National Archives, Culture, and Historic Preservation

Prepared by: Name, Job Title

Approved: 5 January, 2024

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A. PROPOSAL

The purpose of this proposal is to inform on the nature of the proposed research. Please fill out this form and attach it to the research proposal from your respective institution along with any approvals already secured.

I. Introduction

Include an introduction to the problem and literature review on the subject.

II. Problem/Objectives

Identify the research questions here.

III. Significance of the Study

Indicate the importance of this study and provide substantial justification for the study.

IV. Time Table

Indicate the time frame for the whole project and the time needed to carry out the research work components in the communities.

V. Methodology and Methods

Explain the method(s) and why they are most appropriate for research in the Federated States of Micronesia.

VI. Results

Provide the results anticipated.

VII. Discussion

Describe the results anticipated.

VIII. Impacts of Research on Communities

Describe here the potential socio-cultural, environmental, and/or other impacts on communities involved that may result from this project.

IX. References

Please provide a list of references cited and consulted in the preparation of the research project.

X. Appendices

This should include any attachments for the proposal, including but not limited to, permissions secured at home institution, informed consent, letters of support, etc.

B. BUDGET

Narrative

Please describe here who will be needed from the community and economic impact.

Description	Quantity	Unit Price	Cost
Item 1	1	\$ 1	\$ 1
Item 2	2	\$ 2	\$ 4
Item 3	3	\$ 3	\$ 9
		\$ 0	\$ 0
Total		\$0	\$ 14

Research Report

The research report should be formal while also written for the general public to understand. We differentiate between “methods” and “methodology” as well as “results” and “discussion” and expect all aspects to be included in the report. Background (literature review and theoretical framework, citation and references are expected as well.