

CONDITIONS ATTACHING TO ARCHAEOLOGY PROGRAMME GRANTS 2017-18

Important: This document forms an integral part of the grant offer. It contains standard conditions which will become legally binding upon the grant recipient as soon as the offer is accepted.

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1. General

- 1.1 The Definitions set out in the Schedule (Section 16) shall apply in these Conditions.
- 1.2 Grant is provided subject to Historic Environment Scotland's (hereafter HES) published policies and procedures. Copies of current policies are available via the HES website.
- 1.3 Unless otherwise stated, the funding for this grant comes via HES' Investments and Projects Team with advice from the Senior Archaeology Officer in HES' Archaeology and World Heritage Team. The specific funding stream is known as the Archaeology Programme. Projects supported by grant from the Archaeology Programme will be managed by either the manager of the Archaeology Programme (hereafter referred to as the Programme Manager) or by a named Historic Environment Scotland officer, usually one with responsibility for the area of the fieldwork or with some specific knowledge pertaining to the project.
- 1.4 Where a formal prior Consent is required for the Project to commence, no element of the Grant will be payable until that Consent has been granted.
- 1.5 The grant recipient (Grantee) must accept the Offer and these Conditions in writing, to HES. Without written acceptance within 2 calendar months of the date of issue, the Offer will lapse. If the Grantee cannot accept any item in this document then he or she must write to HES (the signatory of the Offer or the Programme Manager) to negotiate a mutually acceptable variation.
- 1.6 The Grantee bears a responsibility for the health and welfare of all participants in, and visitors to, the Project, regardless of relationship or employment status. The Grantee is expected to devise, implement and regularly review a Health & Safety Policy. HES reserves the right to inspect the Grantee's Health and Safety Policy and suggest improvements, but bears no responsibility for its terms and consequences.

2. Payment and Variations

- 2.1 Grant funds will normally be paid in arrears on receipt of a written claim from the Grantee, supported by appropriate evidence of progress and expenditure.
- 2.2 The Grantee's claim, if for a stage payment, must correlate to work blocks or stages described in the Project Outline.
- 2.3 The Grantee must obtain the Programme Manager's approval for any variations to the costs and timetable prior to any variant grant claim. Once HES has approved such variations, the Grantee must supply HES with an updated table of work blocks or stages.
- 2.4 HES is not obliged to pay any claim in part or in full if the claim or the work for which payment is sought is not compliant with the agreed programme of work in quality and cost.
- 2.5 Neither the Grantee nor any part of the Grantee's institution may use the grant for any purpose or to any other timetable than that agreed between

the Grantee and HES at the outset of the grant or by subsequent negotiated written variation.

- 2.6. The Grantee shall inform the Programme Manager in writing of any delay or other event likely to lead to a reduction in Project costs which may lead to a shortfall in grant claim compared with the agreed programme. Such notice must be given at the first knowledge of such an event, and not delayed until a claim is due.
- 2.7 In particular, the Grantee must inform the Programme Manager of any grant funds that are expected to remain unclaimed at the close of the Project or, for ongoing projects, no later than 31 January of each year in which grant is offered. The Grantee must return such unused funds to HES before 31st March, unless an alternative written agreement has been reached with the Programme Manager.

3. Subcontracting

- 3.1 Any sub-contracts entered into by the Grantee in relation to the Project and which involve payment from grant funds must be made in writing, must be kept as part of the project records, and must be made available to the Programme Manager or other authorised officer of HES on request.

4. Accounting

- 4.1 The Grantee must submit a statement of account to the Programme Manager by mid-May of the year following each financial year in which grant is issued. The account must show all income into the Project and expenditure incurred by the Grantee in connection with the Project during the financial year to which it relates. No further Grant will be paid until such account is received.
- 4.2 The Grantee must keep and maintain detailed accounts (supported by all appropriate financial evidence) for 3 years after the expenditure occurs. The Grantee shall afford access to these records to the Programme Manager or any other official auditing institution and provide all reasonable assistance and explanation as the Programme Manager or the person carrying out the inspection for HES may, from time to time, require.

5 Grant withholding and retrieval

- 5.1 HES may re-assess, vary, make a deduction from, withhold, or require repayment of the Grant or any part of it in the event that:-
 - 5.1.1 the Grantee commits a Default;
 - 5.1.2 the Grantee departs from the Project Design without prior written consent from the Programme Manager or the HES officer managing the Project;
 - 5.1.3 the Grantee fails to comply to these conditions without prior written consent from the Programme Manager or the HES officer managing the Project;
 - 5.1.4 the Grantee fails to carry out any part of the Project to the satisfaction of Programme Manager or the HES officer managing the Project.

- 5.2 HES may re-assess, vary, make a deduction from, withhold, or require repayment of the Grant or any part of it in the event that at any time within the duration of the Grant:-
- 5.2.1 if the Grantee passes a resolution that it be wound up, or a court makes an order that the Grantee be wound up in either case otherwise than for the purposes of reconstruction or amalgamation, or circumstances arise which would enable a court to make such an order or the Grantee is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 5.2.2 where the Grantee is an individual, if a petition is presented for the Grantee's bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the Grantee or the Grantee makes any composition or arrangement with or for the benefit of creditors, or if an administrator or trustee is appointed to manage his affairs; or
 - 5.2.3 if a receiver, manager, administrator or administrative receiver is appointed to the Grantee, or over all or any part of the property which may from time to time be comprised in the property and undertaking of it, or circumstances arise which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.
- 5.3 In the event that the Grantee becomes bound to pay any sum to HES in terms of the foregoing Condition 5.1, the Grantee shall pay the appropriate sum within 14 days of a written demand for it being given by HES or on behalf of HES to the Grantee.
- 5.4 In the event that the Grantee fails to pay such sum within the said period of 14 days, HES shall be entitled to interest on the said sum at the rate of 2 per cent per annum above the base lending rate or the equivalent of the Royal Bank of Scotland plc prevailing at the time of the written demand, from the date of the written demand until payment in full of the said sum and interest;
- 5.5 Notwithstanding the provisions of the foregoing condition 5.1, in the event that the Grantee is in breach of any of these Conditions, HES may, provided that the breach is capable of remedy, postpone the exercise of our rights to recover any sum for such period as HES see fit and may give written notice to the Grantee requiring it to remedy the breach within such period specified in such notice and in the event that the Grantee fails to remedy the said breach within the period specified, the Grantee shall be bound to pay the said sum to HES in accordance with the provisions of the foregoing conditions;
- 5.6 Any failure or omission by HES to exercise or delay by HES in exercising any right or remedy to which HES are entitled shall not be construed as a waiver of such right or remedy.
- 5.7 The Grantee shall not be entitled to assign, sub-contract or otherwise transfer its rights or obligations under these Conditions without our prior written consent.

- 5.8 These Conditions may be terminated by HES giving not less than 3 months' notice in writing to the Grantee.
- 5.9 These Conditions shall continue to apply for a period of 5 years after the end of the financial year in which the final instalment of the Grant was paid.

6. Disclosure and Intellectual Property Rights

- 6.1 HES has the legal right to disclose any information obtained through the operation of this grant to any department, office or agency of Her Majesty's Government in Scotland or the United Kingdom, and their servants or agents. The Grantee has no right to impose any restriction upon the information that HES provides to Members of the Scottish Parliament or Members of the United Kingdom Parliament.
- 6.2 All Intellectual Property Rights shall vest in the Grantee. However, in accepting grant, the Grantee hereby cedes to HES a non-exclusive, irrevocable and royalty-free licence to use, publish, reproduce, share and make available any results or information relating to the Project, including but not limited to any reports, books, leaflets and other printed and published materials in whatever form and any such published materials stored in or made available by means of an information technology system and the computer software relating thereto. HES will take all reasonable care not to exercise this licence in a way which leads to academic or financial loss for the Grantee or his collaborators.

7. Equipment

- 7.1 Any tools and equipment bought with grant funds shall remain the property of HES.
- 7.2 Such tools and equipment must be specifically mentioned in the Grant Application and/or listed in the end-of-year accounts.
- 7.3 The Programme Manager must be notified immediately of the purchase of any item of equipment with a value equal to or more than £500, including VAT, with details of serial numbers and the value of each item.
- 7.4 Responsibility for the good maintenance, security and insurance of all tools and equipment will lie with the Grantee.
- 7.5 Tools and equipment must be used solely for the purposes of the grant-aided Project unless written prior permission has been given by the Programme Manager.
- 7.6 The Grantee must inform the Programme Manager immediately if equipment purchased with Grant is lost, stolen or damaged.
- 7.7 At the end of the Project, the Programme Manager shall agree with the Grantee the method by which any equipment purchased with Grant is to be disposed of, retaining the right to uplift any equipment from the Grantee if no other arrangement is agreed.

8. Fieldwork Projects

- 8.1 If the Project involves fieldwork, the Grantee must:
 - 8.1.1 inform the Local Authority Archaeology Service and the local Museum Service at least 2 weeks in advance of commencement of the dates and scope of fieldwork and must offer an opportunity to visit the Project site. This requirement does not apply to short-notice call-out work for which different local contact conditions apply;
 - 8.1.2 undertake archaeological excavations and prospection in a scientific manner and apply non-destructive methods of investigation wherever possible;
 - 8.1.3 not leave elements of the archaeological heritage uncovered or exposed during or after excavation without provision for their proper preservation, conservation and management. Any arrangement for temporary cover between seasons of a multi-season project must have the prior written approval of the Programme Manager or the HES officer managing the Project.
 - 8.1.4 where appropriate provide access for visitors (either throughout the Project or on one or more locally advertised open days);
 - 8.1.5 make every effort to encourage the participation of local volunteers in the Project where appropriate.
- 8.2 HES may publish the fact and amount of the grant award and the nature of the fieldwork on its website. This information may be updated with key information from the fieldwork. The Grantee is obliged to inform the Programme Manager or the HES officer managing the Project of progress in fieldwork and is responsible for checking the information as it appears on the HES website. HES will consult with the Grantee prior to such progress reporting to avoid adverse impacts on the conduct of the excavations, on the Grantee's relations with local stakeholders or on the Project in any way.
- 8.3 The treatment of all human remains must comply with HES Procedure Paper No 5 *The Treatment of Human Remains in Archaeology* (<https://www.historicenvironment.scot/archives-and-research/publications/publication/?publicationId=02e7320f-4fb2-4c4a-8aba-a58e00e3f22c>) as updated from time to time.

9 Non-fieldwork Projects

- 9.1 The Grantee must obtain prior written HES consent from the Programme Manager or the HES officer managing the Project for any destructive analyses whether these affect artefacts or ecofacts.
- 9.2 The Grantee must inform the Programme Manager or the HES officer managing the Project of any changes to the scope of analysis or changes of technique.
- 9.3 The Grantee must submit an annual report on significant results from non-fieldwork analyses to *Discovery and Excavation in Scotland* (see 12.2.1) except where the Grantee can argue that their professional or academic well-being may be adversely affected. Any such exemption must receive

written approval from the Programme Manager or the HES officer managing the Project.

10 Communications with the Press and other media

- 10.1 The Grantee must immediately inform the Programme Manager or the HES officer managing their Project, or HES Communications and Media section about any contacts with the media before reports appear in the media.
- 10.2 Statements to the media by the Grantee should be restricted to matters connected with archaeology.
- 10.3 In particular, the Grantee must not discuss HES policy or financial affairs relating to the Project. The Grantee should direct any such enquiries to our Communications and Media section (0131 668 8731).

11. Obligatory Project Management procedures

- 11.1 Grant-aid is conditional on the production of a costed and timetabled Project design for fieldwork and/or post-excavation analysis and reporting. This must be produced at the start of the project and updated during the project's lifespan as new information becomes available, provided always that the Grantee produces a costed list of tasks and their products for each financial year in advance of the commencement of that year. All variations from this list within any year, or from the overall Project design, must have the prior written approval of the Archaeological Programme manager or the HES officer managing the Project.
- 11.2 The Project Design must include provision for all obligatory reporting processes (Section 12), all obligatory archiving processes (Section 13) and all obligatory finds disposal processes (Section 15).
 - 11.3 The Grantee is responsible to HES for the safekeeping of all artefacts recovered during fieldwork from the moment of discovery until their delivery to a recipient museum. The Grantee is expected to have appropriate procedures in place to allow the effective tracking and recording of the location of all finds during all stages of post-excavation analysis or study. If any element of the Project assemblage is to be sent to a specialist based outwith Scotland then the reporting procedure, described in 12.3.4, must to be followed.

12 Obligatory Reporting procedures

- 12.1 Publication of results is a primary requirement of grant aid. The exact nature of the final report (e.g. full publication, archive only, etc) is a matter for negotiation between the Grantee and Archaeological Programme manager or the HES officer managing the Project and will be determined, primarily, by the significance of the results. Failure to comply to this agreed position or with any of the reporting requirements listed below will seriously affect access to future HES grant support and may trigger HES return of grant procedures. Where the Project includes production of a final report, whether or not for publication, the final grant payment on the Project will not normally be made until the Programme Manager has received a copy and has confirmed its acceptability in writing.

- 12.2 In addition to the final report, the Grantee must place their results in the public domain via all of following media, and shall be responsible for supplying appropriately formatted material for each:-
- 12.2.1 *Discovery and Excavation in Scotland* (DES): the Grantee must report the annual results of their fieldwork and/or non-fieldwork project(s) to the DES editor by the editor's submissions deadline (see <http://www.archaeologyscotland.org.uk/our-projects/discovery-and-excavation-scotland>). [The submissions deadline is currently 15th November.]
 - 12.2.2 *OASIS & ASPIRE*: the Grantee must provide reports and archives that are compliant with the submission requirements of the Online Access to the Index of Archaeological Investigations (OASIS) (see <http://ads.ahds.ac.uk/project/oasis/>) and Archaeological Standards Protocol for the Integrated Reporting of Events (ASPIRE) (see <http://www.aspire-resource.info/>). These reports must be submitted to:
 - o An publicly accessible national archive
 - o The relevant Local Authority archaeological sites and monuments record or historic environment record (SMR/HER)
- 12.3 The Grantee must submit to Programme Manager or the HES officer managing the Project:-
- 12.3.1 two copies (one in Microsoft Word document digital format) of Data Structure Reports (DSR) or similar stage products;
 - 12.3.2 a small selection of images (photographic slides or digital images with a resolution of at least 300 ppi) adequately characterising the main features of the site and illustrating the work of each season of fieldwork; an HES guidance on image capture is in development and will be posted on the HES web-site.
 - 12.3.3 a complete list of all finds within 30 days of completion of each stage of fieldwork. The list should be in a spreadsheet format compatible with Microsoft Excel.
 - 12.3.4 a copy of any correspondence with Treasure Trove Scotland regarding the removal of artefacts from Scotland. This requirement usually applies when the Grantee, or a specialist working on behalf of the Grantee, is based outwith Scotland. In such circumstances, the Grantee must apply to the Treasure Trove Unit (TTU) for permission to remove any part of the excavation assemblage from Scotland. The application form is provided on the Information for Excavators section of the TTU website (see http://www.treasuretrovescotland.co.uk/Information_for_excavators.html). A copy of the application form should be sent to the Programme Manager, or the HES officer managing the Project.
 - 12.3.5 a copy of each required post-excavation stage report for comment, and revision if required, before payment,
 - 12.3.6 a copy of the final draft report text for comment prior to its submission to the publisher;

- 12.3.7 a copy of the final draft text, taking into account any amendments recommended by the Archaeological Programme manager or the HES officer managing the Project prior to submission to the publisher or archive (as appropriate);
- 12.3.8 one offprint or pdf copy of any article in a journal or edited volume not in the list below:-
- i. Proceedings of the Society of Antiquaries of Scotland;
 - ii. Scottish Archaeological Journal;
 - iii. Tayside and Fife Archaeological Journal;
 - iv. Transactions of the Dumfries and Galloway Natural History and Antiquarian Society;
 - v. Britannia;
 - vi. Medieval Archaeology;
 - vii. Post-medieval Archaeology;
 - viii. Archaeologia Aeliana;
- All of the above are held in the HES library and, as a consequence, no offprint from these journals is necessary
- 12.3.9 four free copies of any book or monograph arising from the Project (unless arranged by HES direct with the publisher). HES will arrange for one copy to be lodged with the HES library at John Sinclair House; one copy will be provided to the local authority archaeologist; the remaining two copies will be provided for use by HES staff at Longmore House;
- 12.3.10 a complete list of all finds from the Project, as submitted to the TTU at the end of the Project when the assemblages are ready for disposal. For guidance, see "Information for Excavators: Reporting an assemblage to the Treasure Trove Unit" on Treasure Trove Unit website (http://www.treasuretrovescotland.co.uk/Information_for_excavators.html), see also below at 15.

13 Optional Reporting procedures

- 13.1 The Grantee may offer or HES may seek at any stage through the life of the Project the production of a popular report for publication, describing the results of fieldwork or analysis. Such reporting if not described in the original grant application is a variation and should only be produced with prior written agreement of all parties to the Grant.
- 13.2 The format, content and publication scale of the popular report must have the prior approval of the Archaeological Programme manager or the HES officer managing the Project.

14 Archiving procedures

- 14.1 The Grantee must, on completion of the Project, submit a copy of each major product of the Project (including but not limited to Data Structure Reports) to:
 - 14.1.1 the collections of the UPDATE NAME?;
 - 14.1.2 the local authority Sites and Monuments Record or Historic Environment Record.
- 14.2 The Grantee, by accepting grant, consents to the making availability for public consultation of any such product.
- 14.3 The Grantee must prepare and deposit all original documentation connected with the Project, within an agreed time after the end of the Project, in the collections of the UPDATE NAME? in accordance with the archiving guidelines issued by that organisation.

15 Artefacts Disposal procedures

- 15.1 All Scottish archaeological artefacts potentially belong to the Crown, (see http://www.treasuretrovescotland.co.uk/About/legal_position.html).
- 15.2 The Grantee is obliged to make a declaration to the Treasure Trove Unit (TTU) of all artefacts found during fieldwork or post-excavation analysis when all analysis is complete and the collection is ready for disposal to a museum. A form is available for this purpose from the "Information for Excavators" section of the TTU website at (see http://www.treasuretrovescotland.co.uk/Information_for/excavators.html).
- 15.3 The declaration form should be accompanied by a list of all finds. This list can be a copy of the appropriate section of the Data Structure Report but it must be accompanied by a description of proposed arrangements for storage and finds conservation.
- 15.4 The Grantee must send the completed declaration form and accompanying list(s) directly to the TTU secretariat, sending at the same time copies of both the form and list(s) to HES Programme Manager or the HES officer managing the Project
- 15.5 The Grantee must obtain the prior written consent of the Crown Agent (the Queen's and Lord Treasurer's Remembrancer) for all artefacts removed out of Scotland for whatever purpose, including analysis (see 12.3.4). For the procedure see http://www.treasuretrovescotland.co.uk/Information_for/excavators.html.
- 15.6 The Grantee is obliged to report to Programme Manager, or the HES officer managing the Project, any finds which, in the reasonable opinion of the Grantee, are unusual or of particular interest as soon as possible and in any event before the media is informed.
- 15.7 The TTU secretariat report to Scottish Archaeological Finds Allocation Panel (SAFAP). SAFAP will advise TTU on the allocation of HES funded excavation assemblages to a particular museum. Any correspondence on this matter between the Grantee and SAFAP must be copied to the Programme Manager or the HES officer managing the Project.

15.8 Once SAFAP or TTU have informed the Contractor of the allocation, the Contractor is responsible for the delivery of the whole assemblage of finds and all associated ecofacts collections to the recipient museum. The Contractor is responsible for making good at their own expense any inadequacies in packaging or documentation whether these occur within their own temporary store or are found on delivery to final place of disposal.

16 Definitions

In these Conditions, the words and expressions set out below shall have the following meanings:

“Communications and Media section” means Communications and Media, HES, Longmore House, Salisbury Place, Edinburgh, EH9 1SH

“Conditions” means these grant conditions;

“Consent” means any consent required by Statute in relation to the Project;

“Data Structure Report” has the meaning defined in HES Archaeology Procedure Paper 2: Project Design, Implementation & Archiving, 1996

“Default” means:

- a) Any breach of the obligation of either party under these Conditions (including, but not limited to, any breach of any undertaking or warranty given under or in terms of this Agreement);
- b) Any failure to perform or the negligent performance of any obligation under these Conditions;
- c) Any breach of any legislation; or
- d) Any negligence or negligent or fraudulent mis-statement, or any other default, in all cases by either party, its employees, agents or representatives;

“Discovery and Excavation in Scotland” means the journal of that name published annually by the Council for Scottish Archaeology (operating as Archaeology Scotland), Suite 1a, Stuart House, Eskmills, Station Rd, Musselburgh EH21 7PB

“Grant” means the sum of grant offered by us to the Grantee as specified in the Grant Offer Letter, as varied from time to time in accordance with these Conditions;

“Grant Application” means the application for a Grant made by the Grantee in respect of the Project and any supporting documentation supplied at that time or separately ;

“Grant Offer Letter” means the letter to the Grantee from us accompanying these conditions and forming part of the terms and conditions on which the grant is made;

“Grantee” means the person, organisation or body to which the Grant will be payable as specified in the Grant Offer Letter;

“Historic Environment Scotland” means Historic Environment Scotland of Longmore House, Salisbury Place, Edinburgh, EH9 1SH;

“Historic Environment Scotland officer” refers to any of HES’s staff with a role in the supervision or management of archaeological or related projects based at Longmore House, Salisbury Place, Edinburgh, EH9 1SH

“Historic Environment Scotland officer managing the Project” means HES’s officer delegated to manage the Project on behalf of the Programme Manager

“Intellectual Property Rights” means all rights of ownership, including all copyrights and other intellectual property rights in books, leaflets and other printed and published materials in whatever form produced as part of the Project by or on behalf of the Grantee including all reports and any such published materials stored in or made available by means of an information technology system and the computer software relating thereto and all patents, trademarks, registered designs and other rights in the nature of intellectual property;

“Local Authority Archaeological Service” means an archaeological service maintained by a local authority, or contracted from another local authority, a professional service provider or a Trust supported by a local authority, to maintain a Sites and Monuments Record or Historic Environment Record and provide the authority with archaeological advice in connection with planning and other official business.

“Popular Report” means any non-technical account of the project aimed at an interested but non-academic readership. It may range from:-

- a report in digital format of no more than 300 words long, suitable for web or print publication by the Press media; to
- a report for publication as an illustrated booklet or computer-based format.

A popular report should never be produced without a prior agreed specification on length, content and image format.

“Programme Manager” means the Archaeology Programme Manager, HES, Longmore House, Salisbury Place, Edinburgh, EH9 1SH. In these Conditions, references to the Programme Manager shall be read as including any other official of HES who has a legitimate business reason to inspect documentation, products or accounts, and shall also include any independent auditing institution charged with overseeing HES expenditure and operational activities.

“Project” means the project or fieldwork or post-excavation or other analytical work as described in the Grant Application and Offer Letter;

“Sites and Monuments Record” means the formal record of sites and monuments maintained by the local authority for the area to which the Project relates, or maintained on behalf of that local authority by another body. Some sites and monuments records are now entitled “Historic Environment Records” and these are also included in this definition.