



PROJECT OUTLINE FOR THE HUMAN REMAINS CALL-OFF CONTRACT 2008

HS reference: HS/C/53031/3503

OJEU reference: 2007/S 163-202841

NOVEMBER 2007

1. The Contract

- 1.1 This contract is for rapid-reaction small-scale investigation and post-excavation work after unexpected discoveries of human remains or after Historic Scotland (HS) has received reports of new or accelerated threats at known sites of human remains. The contract requires reporting to a standard archive level for each call out, to a level fit for publication where necessary, and a synthetic contract-end paper. The contract will run from 1 April 2008 until 31 March 2010 with potential for extension to 31 March 2012.
- 1.2 The contract is likely to have an annual budget allocation in the order of £40,000 to £60,000 excluding VAT. The actual sum will depend on the number of call-outs in any one year and the estimate is provided without commitment.

2. Scope

- 2.1 Unforeseen discoveries of human remains may occur at almost any location throughout Scotland. In the event of a report of human remains to HS, the objective of this contract is obtain a service which provides, at short-notice, an archaeological response that is sufficient and necessary to the character and condition of those human remains.
- 2.2 Each call-out will be the subject of separate agreed costs, timetables and products. Invoicing will be to each separate call-out and at agreed stages of that particular call-out. See section 6.
- 2.3 The Contractor must operate to high professional standard of conduct and practice not only to meet the requirements of HS's policy, as set out in *The Treatment of Human Remains in Archaeology* (HS Operational Policy Paper 5), but also to comply with both locally and nationally held norms of behaviour towards human remains.
- 2.4 The following levels of reporting are required (see section 5 and Annex 2):-
 - 2.4.1 reports within 10 working days of the completion of fieldwork;
 - 2.4.2 reports within 30 days of completion of fieldwork;
 - 2.4.3 end-of contract reports;
 - 2.4.4 ad hoc reports, as agreed with the HS Contact Manager
- 2.5 During the span of the contract the Contractor is responsible to HS's Contract Manager (currently Rod McCullagh) for the provision of the required level of service.

3. Requirements

- 3.1 A call-out instruction will consist, as a minimum, of an e-mail from the HS Contract Manager. This will provide, as a minimum, locational information, access information and local contact numbers, the history of discovery and a brief scoping for the minimum requirements of the call-out.

- 3.2 On receipt of the call-out instruction, and in compliance to the framework of the HS Operational Policy Paper 5, the Contractor is required:-
- 3.2.1 to provide, at short notice, a detailed quotation and timetabled project design for a rapid response to meet the fieldwork needs of the call-out;
 - 3.2.2 to initiate the fieldwork (i.e. be on site) within 24 hours of receipt of the HS Contract Manager's approval of the quotation. The Contractor must identify any areas of Scotland where their presence on site to this target is not possible.
 - 3.2.3 to undertake the fieldwork in accordance with the fieldwork parameters set out in Annex 01.
- 3.3 A call-out, by definition, is restricted in extent and nature to a process that exactly fits the needs of the exposed human remains (i.e. for their safe uplift without loss of further archaeological information). Any expansion of the work can only take place with the written approval of the HS Contract Manager; that approval can only be given to written estimates of cost, time and extent. HS reserves the right to seek competitive tenders for site investigations or post-excavation analyses that exceed the original extent of a call-out by a substantial margin. The contract will not exclude the Contractor from entering such competitive tendering.
- 3.4 On completion of the fieldwork, the Contractor must provide the following task as a minimum:-
- 3.4.1 produce either:
 - a costed, timetabled assessment of any necessary or desirable post-excavation analyses and assign clearly defined goals to each analysis and a clear timetable for invoicing,
 - or
 - a written justification for taking no further action;
- 3.5 Once the HS Contract Manager has approved the costed programme of analyses and the associated invoice timetable in writing, the Contractor must complete the analyses to timetable or inform the HS Contract Manager of any changes of scope, goal or timetable. Such changes cannot be instigated without the written approval of the HS Contract Manager;
- 3.6 The Contractor must supply all reports required by HS to the timetable outlined in Annex 2, Section 1.
- 3.7 The Contractor is required to store the project archives and retrieved artefacts and ecofacts (including all retrieved human remains) until the termination of the contract in accordance with current professional standards and HS procedures. At the end of the contract, the Contractor must dispose of these archives and collections in accordance with current legislation and HS procedures. The contractor must be familiar with the requirements and procedures of the Scottish Archaeological Finds Allocation Panel (SAFAP, see Annex 2, Section 4)

- 3.8 During the period of the contract, the Contractor must allow access to the project archives and collections to other research teams and individuals authorised by HS. In all such cases, HS will agree such authorised research with the Contractor in advance. Any additional costs likely to arise from such access by researchers and likely to be borne by Contractor must be identified in advance by the Contractor and agreed with HS.
- 3.9 In addition to reporting on each call-out, the Contractor must advise the HS Contract Manager on the progress of the contract and on any improvements that might be made to its operation;
- 3.10 The final product of the contract will be a synthetic report, to publication standard, on the results of the work conducted within the contract. The Contractor must submit a publication design for this report by the end of the third quarter of the contract span. The actual scope, target publication and timetable for this publication is negotiable but a first full draft version of the report should be submitted to the HS Contract Manager before the end of the contract. At this time the Contractor is strongly advised to agree a timetable for HS' response. The contract is deemed to be fulfilled when a mutually agreed final, publication text is complete to the satisfaction of all parties.

4 Methodology

4.1 Staffing

In response to this tender the Contractor must provide:-

- 4.1.1 a named Contract Manager as the first point of contact for HS;
- 4.1.2 a named deputy to the project manager to cover when the project manager is unavailable;
- 4.1.3 at least two named Field Team supervisors to offer continuity of quality of fieldwork;
- 4.1.4 a training policy to demonstrate that each team is sufficiently competent, and maintains that competence through the lifespan of the contract, to undertake the investigation and removal of human remains to a consistently high standard. The team should be fully aware of the range of evidence that current mainstream research demands and the requirements for the recovery of that evidence;
- 4.1.5 a standard equipment list for a call-out team to demonstrate that training and competence are matched by adequate equipment;
- 4.1.6 a list of support specialist advisers upon whom the Field Team may call to supplement their competences in extraordinary circumstances;
- 4.1.7 a named post-excavation manager;
- 4.1.8 a list of in-house specialists and specialist facilities;
- 4.1.9 a list of external specialists.

4.2 Fieldwork

Annex 01 provides detailed descriptions of required practice on site. Any variation must have prior written HS approval. In brief, for all call-outs, the Contractor must:-

- 4.2.1 provide the costed project design by noon on the next working day following the call-out instruction from the HS Contract Manager or contact from the HS Contract Manager to agree a variation;
- 4.2.2 be on site within 24 hours of HS' approval of the cost estimate or provide reason for a variation for approval by the HS Contract Manager; HS anticipates variations when the call-out directs the Contractor to a site location to which travel by surface transport (road, rail or sea ferry) from the Contractor's base takes more than a normal working day;
- 4.2.3 operate an appropriate risk assessment and avoidance procedure;
- 4.2.4 establish contact with local police and landowner and landuser to allow for access and removal of human remains;
- 4.2.5 liaise at all times with the Local Authority Archaeologist on progress;
- 4.2.6 record site condition to anticipate reinstatement issues;
- 4.2.7 report back to HS immediately and at all times if on-site conditions require variations to call-out project design;
- 4.2.8 investigate, record and uplift exposed human remains, in line with HS Procedure Paper No 5 guidelines, and establish the nature and extent of erosion and the nature and extent of the threat to the any in situ elements of the site;
- 4.2.9 excavate any associated archaeological sediments and/or structures at risk from the same or related processes that have exposed the human remains following the approval by the HS Contract Manager;
- 4.2.10 reinstate the site in accordance with good practice.

4.2.11 On-site sampling

The on-site sampling must follow an agreed palaeoenvironmental sampling strategy; this must include

- 4.2.11.1 a brief description of the factors which would lead the Contractor to propose the use of particular specialists in the fieldwork phase (for instance biological, biochemical, botanical or soils specialists).

NB that we do not expect the Contractor routinely to send specialists to sites under this contract.

- 4.2.11.2 a field methodology as it applies to the collection of pathological and life history information from human remains.

4.3 Immediate Post-excavation

Within 10 working days of completion of fieldwork, the Contractor must:-

- 4.3.1 service the immediate conservation needs of any ecofact and artefact;
- 4.3.2 provide a *Discovery and Excavation in Scotland* (DES) standard report (see reporting below);
- 4.3.3 produce a Data Structure Report (DSR) and costed post-excavation analysis design (see reporting below);
- 4.3.4 produce ASPIRE and OASIS compliant reports for the local SMR and for the Royal Commission on Ancient and Historical Monuments in Scotland (RCAHMS);
- 4.3.5 a draft press release for HS approval;
- 4.3.6 a set of 4 to 6 digital images of site work, with captions;
- 4.3.7 obtain the HS Contract Manager's written approval for further work; or obtain the written approval of the HS Contract Manager for any variation of this timetable or service list.

Annex 2 provides detailed descriptions of required products of the immediate post-excavation works. Any variation must have prior written HS approval.

4.4 **Full post-excavation analysis and reporting**

4.4.1 Post-excavation programme

In compliance with the agreed post-excavation timetable, the Contractor must undertake and invoice for all the approved works to timetable. Any variation must have prior written HS approval.

4.4.2 C14 dating

The cost of any agreed radiocarbon dates (i.e. for all radiocarbon dating processes after the submission of the dating application form) will be met from HS's existing Radiocarbon dating Contract (currently held by SUERC). NB HS requires all dating samples to be identified where possible to species. The cost of identification must be included in the Contractor's post-excavation cost estimate.

4.4.4 Sample treatment and analysis

Within the limited goals of the call-out, tenderers shall provide a description of their routine post-excavation sample treatments. In addition tenderers should provide a brief description of the factors which would lead the Contractor to propose the use of particular specialists (e.g. soil micro-morphologists or pottery thin-section analysts) in the post-excavation phase.

4.4.5 Analysis of human remains

Within the limited goals of the call-out, tenderers shall provide a description of their routine post-excavation treatment and analysis of human remains recovered in fieldwork in pursuit of pathological information. In addition tenderers should provide a brief description of the factors which would lead the Contractor to propose the use of specialists (such as stable isotope analysts or DNA analysts) in the post-excavation phase.

4.5. Artefact Conservation

4.5.1 Artefacts recovered from fieldwork must be conserved to enable their study and preservation. The HS Inspectorate's Collections Unit can arrange for the conservation assessment of any artefacts, on or off site, through their call-off contract for artefact conservation, currently held by AOC Scotland Ltd. See the appended 'Guidelines for Project Directors: Dealing with Finds from Projects Sponsored by HS V1.3 April 2006' for further details on this service, and how to access it.

5 Products

5.1 Call-out reporting

5.1.1 The full list of all contract products is presented in Annex 2 Section 1.

5.1.2 The Contractor must deliver to HS a list of recommendations for improvements to contract specifications by 28 February 2009.

5.1.3 The Contractor must deliver to HS, by 31 January 2010, a timetabled and costed publication plan for a synthetic report on the findings of all call-out works up to 31 December 2009. The actual timing and content of this work to be agreed thereafter. Work on this synthetic report may be continued beyond the formal end of the contract in agreement with the HS Contract Manager.

5.2 Ownership and Copyright

5.2.1 The immediate products of research and fieldwork will be the property of HS, as set out in detail in HS's standard terms and conditions for a contract. Copyright of all products of work executed in accordance with any commission based on this Project Outline shall be the property of and vested in the Crown. However, such products may be used for non-commercial purposes, such as academic articles and lectures, without further permission or fee, on condition that the author acknowledges the role of HS.

5.3 Distribution

5.3.1 Two printed copies and one digital copy on CD of each HS-approved call-off report must be sent to HS immediately after the final version has been approved.

5.3.2 Copies of each approved call-off report must be deposited promptly in the RCAHMS.

5.3.3 A copy of the approved call-off report should be sent to the land owner (and land user if not the owner).

5.3.4 A copy of the approved call-off report should be sent to the local authority archaeologist for inclusion in the local SMR.

5.3.5 HS reserves the right to seek and obtain evidence from the Contractor that the Contractor has sent these reports to the recipients listed above.

6. Invoicing

- 6.1 Estimates for a call-out will be for the time actually spent at the rates appropriate to the persons carrying out the work.
- 6.2 If the Contractor submits a recommendation for a variation in work, HS Contract Manager must approve any variations from the original estimate in advance of the Contractor undertaking the extra work. HS will confirm, in writing (letter, fax or email), any such variations, however, the Contractor is responsible for securing all such HS approvals and is advised to retain full documentation of any such variation negotiation.
- 6.3 Blocks of work may be bundled and invoicing done on a regular basis, around once every two months. All invoices must be fully detailed.
- 6.3 HS will accept and pay to multiple invoices for parallel or closely timetabled stages of work from a variety of call-outs; HS will not pay to single invoices comprising work packages from separate call-outs.

7. Freedom of Information

- 7.1 The Freedom of Information (Scotland) Act 2002 [<http://www.scotland-legislation.hms.gov.uk/legislation/scotland/acts2002/20020013.htm>], which came into force on 1 January 2005, designates HS as a 'Scottish public authority' and therefore subject to the provisions and obligations in that Act. This means that as from 1 January 2005, any person who makes a valid request for recorded information held by HS will be entitled to receive it, unless all or part of that information can be withheld as a result of the exemptions in that Act.
- 7.2 The Contractor is required to be aware of the requirements of that Act and the responsibility of HS to comply with it.

8. Equal Opportunities

- 8.1 HS is an equal opportunities employer and service provider. The Contractor must also be an equal opportunities employer and service provider and comply with equal opportunities legislation. All staff involved in managing or delivering work under this contract must ensure that they do not discriminate unlawfully against anyone, or treat anyone unfairly, on grounds of their sex, racial group (including colour, race, nationality, national or ethnic origin), disability, sexual orientation, religion, gender identity, age, trade union membership/non membership/activities, or marital, family or part-time status. The Contractor should also carry out appropriate monitoring of its equal opportunities policies and employment practices
- 8.2 HS treats all allegations of discrimination and harassment against its own staff or against others very seriously, and is striving to create a working environment that is free from harassment and oppressive behaviour. This must be taken fully into account by the Contractor and by all staff working under this contract.

9. Health and Safety

9.1 General

- 9.1.1 The Contractor must ensure compliance with all relevant statutory provisions at all times.
- 9.1.2. The Contractor must ensure he/she is familiar with, and has allowed for working within the relevant health and safety standards and regulations under the Health and Safety at Work etc Act 1974, Codes of Practice, British Standards, industry standards and Health and Safety Executive published guidance and subsequent regulations.
- 9.1.3 No sub contractor may be employed without the prior approval of the HS Contract Manager. It is the Contractor's responsibility to ensure that any sub contractors comply with these conditions.

9.2 Risk Assessments

- 9.2.1 Under the Management of Health and Safety at Work Regulations 1999 the Contractor must identify the hazards associated with their activities, assess the risks and adopt a safe system of work. The Contractor must ensure that where any work is carried out, it is done without risks to the health and safety of their staff or anyone else who could be affected by their activities
- 9.2.2 The Contractor must carry out a risk assessment on each task. When the Contractor identifies a significant risk, the Contractor must produce a written assessment and, from this, a method statement incorporating a detailed safe system of work that must be agreed by HS's Contract Manager before works commence.
- 9.2.3 Where the risks can not be adequately controlled in any other way, the Contractor must, as a last resort, issue Personal Protective Equipment (PPE), as a means to protect its employees from the effects of a hazard and shall ensure employees receive all relevant training, information and instruction on its use.

9.3 Control of Substances Hazardous to Health (COSHH)

- 9.3.1 The Contractor shall ensure that the COSHH Regulations 2002 are adhered to. COSHH assessments must be undertaken where staff or other people could be exposed to hazardous substances. These may arise from the land and the remains such as waste substances and biological agents, or be introduced by the contractor in the course of their activities. The Contractor must provide HS's Contract Manager with details of COSHH assessments for any hazardous substances that their staff may come into contact with throughout the Contract period, prior to work commencing.

9.4 Health and Safety Training, Communication and Consultation

- 9.4.1 The Contractor will ensure all Contractor Personnel are appropriately trained in health and safety procedures, risk assessments and control measures. It is the Contractor's responsibility to ensure that relevant health and safety information is disseminated to all staff working on this

Contract. The Contractor is responsible for training staff on new health and safety legislation.

9.4.2 The Contractor's personnel must be competent and qualified in their specialist field and the Contractor must ensure that their personnel are kept up to date with legislation and good practice procedures for all plant, equipment and systems being maintained.

9.4.3 The Contractor must have in place, maintain and use mechanisms for consulting their staff over issues affecting their health, safety and welfare.

9.5 Monitoring, Supervision and Reporting Safety Related Events

9.5.1 The Contractor must have in place suitable supervision and monitoring arrangements to ensure that the work is carried out safely in accordance with the risk assessments and method statements, and that all necessary health and safety controls are implemented.

9.5.2 The Contractor must have in place an incident reporting and investigation procedure for all health and/or safety related events such as an accident at work, work related illness, near miss or a dangerous occurrence, including the reporting of such events to the HSE where required by the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995. All such incidents must be reported to the HS Project Manager. Those reportable to the HSE must be reported to HS's Project Manager immediately.

9.5.3 Contractor Personnel will be expected to report danger (within their capacity to recognise unsafe practices) to their relevant management who will be expected to:

9.5.3.1 stop the work if serious or imminent danger to persons or property is foreseen;

9.5.3.2 notify HS's Project Manager (or individual responsible) immediately by telephone or in writing, depending on the circumstances.

9.6 Welfare and Emergencies

9.6.1 The Contractor must ensure that they have in place adequate facilities to deal with accidents or illness and other foreseeable emergencies, including first aid facilities.

9.6.2 The Contractor must so far as is reasonably practicable ensure that provision has been made to provide for welfare facilities for their staff. This provision should be discussed with HS's Project Manager prior to the commencement of work on site.

10. Environment

10.1 HS adheres to the Scottish Government's (SG) commitment to environmental best practice through waste minimisation and the purchase of environmentally preferred goods and services.

- 10.2 The Contractor will be expected to minimise any adverse environmental impact arising from performance of this Contract, and in line with the SE's policies on sustainable development will be required to maximise the use of recycled material. Further information can be found at:
www.scotland.gov.uk/environment
- 10.3 The Contractor must be aware of the impacts on the environment resulting from its activities. In particular, consideration should be given to energy consumption, water usage and disposal, noise, procurement, usage and disposal of materials, use of controls, transportation and logistics.
- 10.4 The Contractor must ensure compliance with all relevant environmental legislation and in particular, the Environmental Protection Act 1990.
- 10.5 The Contractor shall ensure it uses materials that minimise adverse impacts on the environment, where possible, to carry out its activities. In particular, attention should be given to materials which do not harm the local environment, use of recycled materials, materials from sustainable resources and reducing where possible the use of hazardous substances e.g. CFC's and HCFC's.
- 10.6 The Contractor must dispose of waste in accordance with the Environmental Protection Act 1990 and the Environmental Protection (Duty of Care) Regulations 1991. The Contractor shall not store any waste on site, unless in a temporary capacity awaiting uplift. In this case, waste must be securely stored to prevent any spillage or leakage, and approval for this must be obtained by the Contractor in advance from HS's Project Manager.
- 10.7 The Contractor shall ensure that waste is only transferred to an authorised Contractor and that waste is accompanied by a sufficient description of the waste to avoid other persons contravening legislation and to avoid the escape of waste from their control.
- 10.8 The Contractor shall retain waste transfer notes within its records to be viewed by HS's Contract Manager at any time.
- 10.9 Where possible, the Contractor shall aim to use materials that can be recycled. When undertaking activities which produce a large quantity of waste materials, an outlet for re-using or recycling these materials should be sought and discussed with HS's Project Manager.
- 10.10 It will be the responsibility of the Contractor to ensure the probity of its Contractors and sub-Contractors. The Contractor shall ensure all sub-Contractors and Contractors have not been convicted of any breach of environmental legislation.
- 10.11 In the event of continuing problems with a Contractor's sub-Contractor(s) or Contractors, HS's Contract Manager may, within reason, request that the Contractor source materials or services from an alternative Contractor to that currently being utilised by the Contractor.

10.12 HS's Contract Manager may, at any time, request that the Contractor provide a Schedule detailing the identity of all Contractors of goods and/or services that it uses.

11. Contract Period

11.1 It is envisaged that the Contract will commence from 1 April 2008 for a period of two years, with the option to extend the Contract by two further one year periods at the sole discretion of the Employer.

ANNEX 01

FIELDWORK

At **all sites** the Contractor must perform a series of tasks, listed below.

1 Health and safety

- 1.1 Before visiting a site the Contractor must carry out a formal risk assessment. You must send a copy to HS before visiting the site.
- 1.2 It has been alleged that some human pathogens may in some circumstances survive on ancient and recent burial sites. In addition to the normal requirements of excavation, the Contractor must take account of that possibility and take any sensible precautions to avoid disease.
- 1.3 Once on site the Contractor must carry out a supplementary risk assessment of the site noting any risks not in your generic risk assessment and send it to HS either before or immediately after arriving on site. If any H&S issues not covered by an existing risk assessment for work under this contract are noted when you arrive on site you must notify HS by telephone or email at once and follow up with hard copy.

2 Site Condition Recording

- 2.1 The Contractor must record the state of the site as found in such a way as to allow the effects of excavation on the site to be demonstrated if there should be conflict about reinstatement or subsequent erosion or damage.
- 2.2. Prior to the call-out, HS will request the landowner, occupier or tenant – or other authorised person – to screen or, if possible cover the remains without their disturbance or loss. It is unlikely that all disturbance can be avoided and so it is important that the Contractor makes a detailed primary record of the condition of the human remains prior to any invasive investigation.

3 Liaison with Police and/ Procurator Fiscal

- 3.1 The contract must inform HS from site by telephone of the results of the preliminary investigation; if it shows that the human remains are probably recent, responsibility for their investigation will pass back from HS to the police. In those circumstances it is beholden on both the Contractor and the HS Contract Manager to inform the police; to avoid duplication the Contractor must obtain a decision from the HS Contract Manager on a course of action.
- 3.2 The Contractor will be responsible for immediate reporting to the local police or Procurator Fiscal's office of any significant discoveries of further human skeletons at a site to which it has been called. Further excavation or disturbance of such additional remains will cease until the excavation director is advised formally by the local police or Procurator Fiscal's office that work may continue.

4 Liaison with Local Authorities and Local Interest Groups and Individuals

- 4.1 All activities on site must be conducted to a high professional standard and without risk of causing offence.
- 4.2 Reporting of discoveries to HS normally comes from the local authority archaeologist. If it comes from another source HS will contact the local authority archaeologist. Normally HS will expect the Contractor to liaise very closely with the local authority archaeologist and to keep local museum archaeologists informed about the work and its timing.
- 4.3. Sometimes notifications of discovery of human remains will come direct to HS from land occupiers. HS will in such circumstances request general permission from them to excavate; but where it asks the Contractor to carry out an initial inspection the Contractor should negotiate the details of access for its work and for any sampling excavation or non-invasive work in the area around the focus of the investigation.
- 4.4 The Contractor must make contact with the Local Authority Archaeologist to keep them informed of the investigation timetable and informed about any important discoveries. Local Authority Archaeologists are often aware of local oral history traditions, as well as records on the local SMR which may assist the investigation.
- 4.5 Whatever prior arrangements may be in place, the Contractor must have prior permission to enter the site from the landowner. The Contractor should also always seek and obtain the permission of the landuser or tenant to enter the land.
- 4.6 If it is of assistance to the investigation the Contractor may offer to send a short report of the results, approved by HS, to the landowner and/or user or tenant. The Contractor is free to discuss any matter relating to the archaeological conduct or results of the investigation but must not discuss financial matters. Any questions about the latter should be directed to the HS Contract Manager.
- 4.7 The Contractor is not obliged to make contact with local interests groups, or individuals. Indeed it is not usually advisable because of time constraints, landuser sensitivities and public decency to encourage direct public access to the site during fieldwork under this contract. However HS does not discourage contacts with local people absolutely as experience shows the support and interest of local people can provide valuable assistance to a call-out. Access to the site is therefore a matter for the Contractor to decide in the first instance. If uncertain, the Contractor should contact the HS Contract Manager for approval. As a general rule, the Contractor must maintain a record of such access arrangements and contacts.
- 4.8 If the Contractor encounters local adverse comment or receives instruction of any kind from local officials or enquiries from employee of the local press, then they should respectfully refer the person to the HS Contract Manager and then immediately contact the HS Contract Manager to provide him/her with full contact details.

5 Liaison with Press media

- 5.1 The Contractor must make every effort to ensure that any media coverage of an excavation is appropriate and balanced. Discreet and low-key attempts should be made to avoid publicity during the excavation. If the media approach you they should be referred to HS's Communications and Media office (0131 668 8603), and you must inform the HS Contract Manager of this as soon as possible.

6 Normal Fieldwork

6.1 Scheduled Monument Consent

- 6.1.1 Work at Scheduled Ancient Monuments will normally require formal Scheduled Monument Consent before work can start. No such Consent is required where the work is conducted under the authority and in the presence of a person authorised in writing by the Scottish Ministers (usually an Inspector of Ancient Monuments) under section 44(4), 44(5)& 54(1) of the 1979 Act), but such a presence will rarely be possible. This legal requirement must be an important consideration in the Contractor's project planning.
- 6.2 The Contractor must investigate, record and, where appropriate, retrieve the reported human remains. In this case "appropriate" means that the exposed human remains are in danger of being damaged or disturbed or lost.
- 6.3 The process of lifting human remains must be governed by the need to record information that will be of use by specialists, such as specialists in human anatomy and pathology, in the interpretation of the finds. It is not a requirement of the contract that the Contractor should be qualified in human anatomy or pathology but they should have had training in the on-site recording techniques required by such specialists.
- 6.4 The Contractor must investigate archaeological features and sediments immediately associated with the exposed human remains and determine the nature and extent of the site and the threat to each of its principal archaeological components through minimally intrusive techniques, either to show that the site is small and simple or, where it is complex or contains abundant skeletal or archaeological remains, to aid HS in deciding how much further work is merited.
- 6.5 The Contractor should not investigate archaeological features and sediments beyond the area immediately associated with the exposed human remains without prior approval from the HS Contract Manager. The decision to vary the scope of works beyond the parameters of the call-out rests solely with the HS Contract Manager. The Contractor must have in place some means of contacting the HS Contract Manager to inform him/her and obtain a decision on any variation from the scope of the call-out. The HS Contract Manager will e-mail a copy of the variation instruction to the Contractor.
- 6.6 The Contractor should anticipate small scale variations from the scope of the call-out by making adequate provision in terms of staff-time, equipment, etc, to allow the team to remain on site once the HS Contract Manager has approved the variation.

- 6.7 Where archaeological sediments and/or further human remains are exposed to ongoing erosion, the Contractor should endeavour to install or define a fixed reference point which can subsequently be used to measure the rate of erosion.

7 Exceptional Fieldwork

- 7.1 It is possible that the extent of the site and indeed the threat to it far exceeds the original assessment of the site. However, the Contractor should not anticipate a large-scale variation from the original call-out scope. The HS Contract Manager will only consider such variations when all other options have been exhausted. As guidance, since 1998 Contractors have discovered only one exceptional site which resulted in a large-scale variation (which shifted a call-out to a major excavation).
- 7.2 Any expansion of the work can only take place with the written approval of the HS Contract Manager; that approval can only be given to written estimates of cost, time and extent. HS reserves the right to seek competitive tenders for site investigations or post-excavation analyses that exceed the original extent of a call-out by a substantial margin. The contract will not exclude the Contractor from entering such competitive tendering.
- 7.3 In those exceptional cases, when there is no alternative to extensive or technically demanding fieldwork, for instance sites which may contain large amounts of ancient human soft tissues, there may be a time lag between the initial call-out and the award of the contract for additional works (for instance, HS will may seek partners to fund full investigation). The Contractor may be asked to perform a preliminary examination under this contract and to make the remains secure. In such circumstances the Contractor must:-
- 7.3.1 uncover only as much of the remains as is necessary to make it clear either that the remains are not human, or to make it seem likely that the remains are human and ancient and to allow an assessment of whether they are well preserved, (or that they are human and recent);
 - 7.3.2 provide an immediate report to HS by email or fax on all site circumstances obviously relevant to organising further investigation;
 - 7.3.3 record the location of the remains in such a way that even if fully concealed they can be accurately relocated;
 - 7.3.4 take any necessary on-site measures to minimise the likelihood of short-term deterioration or disturbance.
- 7.4 If substantial work is subsequently undertaken at the site by another archaeological team, HS will normally arrange for the latter team to carry out post-excavation work on the remains reported by the Contractor. In such cases the results of the Contractor's investigations would normally be integrated in the final report, with due acknowledgement.

8 Fieldwork with difficult access or other impediments

- 8.1 Human remains may be exposed in a place that presents access difficulties. The example given here is for exposure in a vertical section. The intention is to provide a guidance on the extent of works expected of the Contractor, within normal health and safety constraints. In this example the Contractor must, where safe and feasible:
- 8.1.1 clean and record all parts of the exposed section displaying human remains, and their adjacent parts where to do so would illustrate detail not illustrated by the parts containing human remains;
 - 8.1.2 retrieve those human remains which can be removed without accelerating destruction of related deposits; any remains immediately vulnerable to normal ongoing erosion should be recovered as completely as possible;
 - 8.1.3 record further parts of the cliff section free of human remains but stratigraphically linked to them, and in particular those parts between exposures of human remains, in sufficient detail to characterise their main features and layers and the relationships between the sets of human remains;
 - 8.1.4 plan and describe any visible and potentially associated remains immediately above the cliff top, normally using non-intrusive methods.
- 8.2 It is the duty of the Contractor to raise issues of site access with the HS Contract Manager. In all cases health and safety considerations are paramount. Should such issues arise at any time during the course of a call-out HS accepts that a variation to the scope of the call-out must be discussed and agreed.

9 Site closure

- 9.1 The Contractor must backfill to the reasonable satisfaction of the owners and occupiers, and in such a way that the site will not deteriorate faster than it would have done without archaeological intervention. Generally, unless it is known that immediate follow-up excavation will be commissioned, the Contractor must leave the excavated part of the site in as stable a condition as feasible without major archaeological excavation. For instance the Contractor could take the slope of a low section back to its angle of repose, where feasible replacing turf, or fix a net over the area if that would obviously help vegetation re-establish itself. If riverine, aeolian or marine erosion is the main threat, the Contractor should employ modest low-cost measures to diminish any perception by the owners or occupiers of the land that erosion will be accelerated by archaeological activities. The measures may include sand-bagging of the cliff base or piling up shingle or building a small wall of locally available material.
- 9.2 The Contractor must record the state of the site as left in such a way as to allow the effects of excavation on the site to be demonstrated in case the quality or effectiveness of the site reinstatement is disputed or in case subsequent erosion or damage occurs.

10 Recent burials

- 10.1 If human remains turn out to be so recent that they should lead to police investigations, the Contractor must immediately liaise with the police.
- 10.2 No further fieldwork will be done under this contract and charging of fieldwork costs to this contract must cease after sufficient has been done to ensure that the remains are left by the Contractor in a state which will be perceived to be in compliance with *The Treatment of Human remains in Archaeology* (HS Operational Policy Paper 5).
- 10.3 If the Police require evidence acquired within the scope of a call-out in pursuit of their investigation of a disturbed recent burial, HS will meet the Contractor's costs in provision of that evidence at the fee rates agreed for the contract. HS cannot meet the costs of the Contractor for any additional service or action, beyond this, for example additional analysis requested by the Police or the costs of the Contractor in meeting their legal obligations if summoned as a witness in any subsequent legal proceedings.
- 10.4 Beyond the scope of the particular call-out, the Contractor may, so far as HS is concerned, enter into a commercial arrangement with the police or others to help deal with the recent human remains.

11 Conduct

- 11.1 Conduct disrespectful to the human remains may lead to accusations of the criminal offence of 'violation of sepulchre'.
- 11.2 Cases of blatant disrespect may be reported to the police and may, if proved, lead to termination of the contract.
- 11.3 It may also prevent HS from being able to recommend the Contractor for other contracts.
- 11.4 HS expects any member of the excavation team treating human remains in an offensive or disrespectful manner to be removed from the particular project and not to be employed subsequently on projects conducted under this call-off contract.

12 Protection of ancient DNA from contamination.

- 12.1 To minimise contamination of ancient human DNA with modern human DNA skeletal remains should only be handled using sterile rubber gloves and should come into close proximity with as few people as possible before sealing in plastic bags.
- 12.2 The Contractor must ensure that the bone specialist reporting on the bones also uses sterile rubber gloves and more generally follows good laboratory practise.
- 12.3 Even if these precautions are followed, it is good DNA laboratory practise to check DNA apparently retrieved from ancient human bones against that of

laboratory staff and other people who have come into close proximity with the bones.

- 12.5 The Contractor must keep a record of all those who have handled (or come into very close proximity with) the bones while they are in the care of the Contractor.

- 12.6 Acquiescence of staff to working with DNA and human remains

- 12.6.1 The Contractor must indicate whether those of its staff whom it is proposed should carry out this contract have any positive objection to their DNA being compared with that apparently retrieved from ancient

13 Artefact conservation

- 13.1 The Contractor must arrange for the immediate conservation of any artefacts. This can be arranged by the Collections Registrar at HS through the HS call-off contract for artefact conservation. If on-site specialist conservation is required, the Contractor must contact and obtain the approval of the HS Contract Manager, or the Collections Registrar at HS.

14 Non-exclusivity of this contract

- 14.1 HS does not commit itself to asking the Contractor to investigate all of the unexpected discoveries of human remains which come to its attention. For instance, where the site is remote from the Contractor's base it may ask a local archaeologist to investigate; and discoveries at Properties in its Care may be dealt with through other arrangements.

ANNEX 02

POST-EXCAVATION ANALYSIS AND REPORTING

1 Stages, Products and Timetable

- 1.1 Within 10 working days of return from fieldwork, the Contractor must supply:-
 - 1.1.1 a report fit for publication in *Discovery and Excavation in Scotland* (DES) to be submitted to the HS Contract Manager for approval; on approval a copy should be sent to the editor of DES and to the relevant local authority archaeologist; a copy may also be sent to other interested parties (landowner, the local informant, local police etc);
 - 1.1.2 a press release text, compliant to HS's Operational Policy Paper 5 (including photos if suitable), must be sent to the HS Contract Manager for approval; on approval this may be issued to local and national police; alternatively the Contractor may ask HS Communications officials to distribute the press release on their behalf;
- 1.2 Within 30 working days of return from the field, Contractor must supply:-
 - 1.2.1 a Data Structure Report (DSR) must be sent to the HS Contract Manager for approval; on approval this may be issued to the local authority archaeologist. The DSR must record the proposed arrangements for storage and any conservation needs;
 - 1.2.2 a report to the local SMR and the NMRS to the standards and requirements of the **Archaeological Standard Protocol for the Integrated Reporting of Events (ASPIRE)**, and **Online Access** to the **Index of Archaeological Investigations (OASIS)**;
 - 1.2.3 a set of slides or digital images (normally six or so) succinctly illustrating the main discoveries. These slides or digital images should include a general shot with people working on site;
 - 1.2.4 a spreadsheet list of all artefacts and ecofacts found, citing unique identifying numbers, type of artefact, material and context;
 - 1.2.5 a costed and timetabled post-excavation programme of analysis (see Annex 2 Section 2 below) for approval to the HS Contract Manager for approval.
- 1.3 Products of the contract to be produced at the end of each call-out post-excavation analysis phase (date to be negotiated)
 - 1.3.1 a report (normally illustrated) fit in all respects for submission to a journal or monograph series;
 - 1.3.2 an abstract, of any substantial publication (whether or not widely distributed) should be sent to the *British Archaeological Bibliography*;
 - 1.3.3 an archive prepared to the guidelines of and compliant to OASIS and ASPIRE standards for submission to the NMRS.
 - 1.3.4 A letter to the Scottish Archaeological Finds Allocation Panel (SAFAP) reporting the recovery of the assemblage of artefacts and ecofacts (all

finds). The letter must be accompanied by a list of all finds (including all artefacts and ecofacts). A form letter for this reporting stage can be supplied by the HS Contract Manager. This reporting letter is the first stage in the disposal process. The Contractor remains fully responsible for the proper storage of all finds until that process is fully discharged.

1.4 Products of the contract to be produced at the end of the contract (date to be negotiated)

1.4.1 a synthetic report on the efficacy and archaeological benefit from the contract over its lifespan;

1.4.2 a report on any improvements in technique for removal, recording or analysis of chance finds of human remains;

1.4.3 a report on the effects of servicing the contract including professional development benefits, training benefits and shortcomings, shortcomings in field technique and/or standards and shortcoming in HS management.

1.4.4 A report that lists the disposal of all finds retrieved as a result of the contracted works.

1.5 Ad hoc products over the life of the contract:

1.5.1 any exceptionally exciting finds must be reported to the HS Contract Manager as soon as feasible, and in any event before the media is informed;

1.5.2 where an exceptionally exciting discovery has been made, and the discoverers or the local authority archaeology or museum service wishes the Contractor to provide a lecture in the general area of the discovery, HS is willing, in principle, to pay reasonable travel costs, and a fee for this lecture at the day rate offered in the tender for fieldwork for the person giving the lecture. However HS will only support one such lecture, normally within a year of the discovery. Because of the potential costs each case will be negotiated individually;

1.5.3 where the fieldwork undertaken under this contract leads on to further work by a different organisation, the finds and all those things which would normally be archived must be passed on by the Contractor to the organisation carrying out the further work.

2 Analysis

2.1 The retrieval of the skeletal remains of one or two individuals with or without a few samples, ecofacts and artefacts will normally lead to the Contractor carrying out post-excavation work and report writing, subject to HS agreeing that the costed assessment for the work is acceptable.

2.2 That work will, where appropriate, include descriptions of associated structures and specialist reports on the anatomy and palaeopathology of the skeletons, and reporting to normal standards on artefacts and associated organic residues and ecofacts including soils, phosphates, organic deposits, macroplant and pollen.

- 2.3 Isotopic and related analyses informing the reconstruction of past diet, genetics and health and similar research areas will not normally be undertaken within this contract, although the remains must be retrieved in such a way as to avoid contamination with modern human DNA, as described in Annex 01, Section 12 below.
- 2.4 If expensive analysis of artefacts would probably not produce highly significant information, HS will not normally support such analysis within this contract.
- 2.5 If artefacts offer exceptional opportunities for an immediate and highly significant advance in knowledge through their scientific analysis, and if other organisations are willing to undertake specialist work partly at their own cost, the Contractor may form a partnership with them and the Contractor may present a costed assessment for post-excavation on that basis.
- 2.6 In cases of truly exceptional preservation of important remains, for instance of large amounts of human soft tissues, it is very unlikely that HS will agree that extensive post-excavation work should be undertaken within this contract (see Products of fieldwork 9 below). Instead, HS will treat such exceptional remains in the same manner as it handles exceptional discoveries in fieldwork (see Annex 01, Section 7).

3 Storage of Human Remains while in the care of the Contractor

- 3.1 It is not HS' intention to burden the Contractor with perpetual storage of excavated human remains. The various possible disposal processes are described in Annex 2, Section 1.3.4, Section 1.4.4 and Section 4. Nonetheless, the contractor must have the facility to store human remains to a high standard on a temporary basis, see Annex 2 section 3.2.
- 3.2 Following recognised archaeological and museum practice (see also Objective 4 of HS Operational Policy Paper 5), human remains must be stored separately from other excavated finds (apart from grave goods which should accompany, but be boxed separately from, the human remains). All bones from individual skeletons (when apparent from excavation) should be kept together either in a single box, or in a series of boxes clearly labelled as being associated.
- 3.3 The Contractor is responsible for the proper packaging of human remains in line with current museum and HS standards of packaging. The costs of any shortcomings in packaging will be borne solely by the Contractor, see Annex 2, Section 4.5, below.

4 Disposal of Artefacts, Ecofacts and Project Archives

- 4.1 As specified in Annex 2 paragraph 1.3.4, a list of all finds must be sent to the HS Contract Manager within 30 days of excavation.
- 4.2 Following the completion of post-excavation work, the Contractor must write to SAFAP, as described in Annex 2 Section 1.3.4 to report the assemblage of all finds

- 4.3 Once SAFAP have replied with their decision on the allocation of the collection, the Contractor is responsible for the transfer of the excavation assemblages to the allocated museum store with full appropriate documentation.
- 4.4 HS will meet the cost of the preparation of the documentation and transshipment of the assemblages as part of the contract provided these are identified in the costed and timetabled post-excavation programme of analysis described above in Annex 2 Section 1.2.5. HS recognises that the nature and/or extent of the assemblages may change in the course of post-excavation and is prepared to enter into reasonable negotiation with the Contractor if such changes mean the Contractor, when meeting his/her disposal responsibilities, is faced with unforeseen costs.
- 4.5 The Contractor is responsible for making good at their own expense any inadequacies in packaging or documentation of any part of the project collections or archive whether these shortcomings occur within their own temporary store or are found on delivery to the final place of disposal.
- 4.6 In the event that, through SAFAP, the excavation assemblages are disclaimed and cannot be disposed of through the national or local museum system, then ownership of the artefacts within the assemblages will lodge with HS. All associated or otherwise undisposed human remains will come into the care of HS.
- 4.7 If the circumstances described in Annex 2 Paragraph 4.6 arise, then the Contractor must contact the HS Contract Manager to arrange delivery of the assemblage to the HS Collections store in Edinburgh. The rationale behind this procedure is that the Contractor acts as the agent of HS and the “finder” (i.e. the person to whom ownership is lodged in the event that finds are disclaimed by the Crown) is HS not the Contractor. In these circumstances, the human remains will also be disposed to HS also follows Policy 4.6 of the HS Operational Policy Paper 5.

5 Ownership and Copyright

- 5.1 As set out in detail in HS’s standard terms and conditions for a contract, the immediate products of field and laboratory work will be the property of HS. Copyright of all products of work executed in accordance with any commission based on this Project Outline shall be the property of and vest in the Crown. However, such products may be used by the Contractor for non-commercial purposes such as academic articles and lectures without further permission or fee, including any material passed on to another Contractor. You must not use images of human remains obtained under this contract in its corporate publicity.

6 Cost and charging

- 6.1 It is accepted that there are some rarely required specialist services which you may have to subcontract from time to time. If the cost of any external specialist service is between £1,000 and £20,000 excluding VAT then HS will require proof that you have obtained prices from three suppliers in setting up

a prior costed agreement to collaborate. If the cost is over £20,000 then the specialist work must have been tendered competitively with sealed tenders unless circumstances have dictated otherwise and Historic Scotland has agreed to this action.

- 6.2 HS will cover the cost of any necessary immediate artefact conservation, and that of radiocarbon dates, from its existing contracts. It will specify that the radiocarbon laboratory will return unused human remains after dating.