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Guidelines for contract education at Luleå University of Technology

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1. Introduction

Contract education is part of the University's assignment.

The mandate of higher education institutions shall include collaboration for mutual exchanges with the surrounding community, as well as ensuring that the knowledge and expertise found at the higher education institution bring benefit to society.¹

One important way in which this assignment is fulfilled is to offer contract education.

The original intention of contract education is stated in the Swedish Government Bill on contract education.² Among other things, the bill states that the basis for higher education institutions' contract education is the need for retraining and continued professional development so that employees can contribute to the development of the companies in which they are employed. Labour market policy arguments are also presented in the bill.

In subsequent amendments to the Swedish Ordinance on Contract Education at Higher Education Institutions (SFS 2002:760), the government has refined its view of the purpose of contract education,³ among other things stating that:

- contract education should be an instrument for strengthening the role of higher education institutions in lifelong learning and an important instrument in collaboration with the surrounding community;
- higher education institutions should be a driving force behind the development of programmes and courses that are attractive to professionals, thus becoming a sought-after partner in the continued professional development of staff in various organisations; and
- correctly utilised, contract education can help to develop higher education institutions' regular courses and programmes through the acquisition of new and enhanced experience of and contacts with the surrounding community.

While in its bill on R&D and collaboration in innovation systems⁴ the government confirmed that contract education was increasing, it noted that it was still being offered on a relatively limited scale. The government proposed that higher education institutions should be able to establish subsidiaries to act as agents for contract education. It was noted that such subsidiaries should not be permitted to conduct contract education themselves.

The government also underlined that contract education must not be sold to private individuals and must not have a negative impact on first- and second-cycle courses and programmes.

¹ Second paragraph Section 2 of the Chapter 1 of the Swedish Higher Education Act (SFS 1992:1434)

² Government Bill 1984/85:195

³ The Open University, Government Bill 2001/02:15

⁴ Government Bill 2001/02:2

1.1 The purpose of the guidelines

As a university accountable to the government, Luleå University of Technology may offer contract education pursuant to the provisions of the Ordinance on Contract Education at Higher Education Institutions.⁵

This implies that the ordinance places limitations of what is permitted. These provisions are by nature exclusionary and should not be subject to extensive interpretation. Regulations issued by the Swedish Council for Higher Education state that higher education institutions shall establish their own guidelines for conducting contract education.

1.2 Applicable legislation

When arranging and implementing contract education, the provisions of the Ordinance on Contract Education at Higher Education Institutions, regulations on contract education issued by the Swedish Council for Higher Education and other applicable statutory requirements must be observed.

Relevant provisions can be found in:

- the Swedish Ordinance on Contract Education at Higher Education Institutions (SFS 2002:760);
- Swedish Council for Higher Education Regulations on Contract Education at Higher Education Institutions (UHRFS 2013:11);
- regarding credit transfer, Chapter 6 Sections 6–8 of the Swedish Higher Education Ordinance (SFS 1993:100);
- the Swedish Ordinance on the Reporting of Study Results etc. at Universities and University Colleges (SFS 1993:1153); and
- the Swedish Fees Ordinance (SFS 1992:191).

2. Definitions

The term *contract education* is defined in the Ordinance on Contract Education at Higher Education Institutions.

The term *higher education institution* is to refer below to both a university or a university college and the term *contract education* to programmes of study that are arranged for a fee to be paid by some entity other than a natural person for those whom it selects to study.⁶

A higher education institution may offer contract education only if it is related to the kind of first- or second-cycle programmes for which it is entitled to award a qualification.⁷

⁵ Section 1 of the Swedish Ordinance on Contract Education at Higher Education Institutions (SFS 2002:760)

⁶ Section 2 of the Ordinance on Contract Education at Higher Education Institutions

⁷ First paragraph of Section 3 of the Ordinance on Contract Education at Higher Education Institutions

So, contract education is characterised by a requirement for quality, in as much as it is linked to the entitlement to award qualifications, how it is financed and the specific manner in which participants are selected. Contract education is not regular higher education and the provisions of the Higher Education Act and Higher Education Ordinance are not directly applicable to the courses or programmes unless specifically stated in the contract.

2.1 General terms and conditions

The terms and conditions for a higher education institution to conduct contract education differ from those that apply to its regular educational activities. In short, a number of criteria must be met. These are described below.

2.1.1 There must be a link to the University's entitlement to award qualifications

A higher education institution may offer contract education only if it is related to the kind of first- or second-cycle programmes for which it is entitled to award a qualification.⁸ By definition, contract education is not a course or programme at first or second cycle; however, under certain circumstances it may be credited as such. It is, however, explicitly linked to the entitlement to award qualifications.⁹ Among other things, this implies that:

- teaching should primarily be performed by teachers and researchers employed by the University;
- the range of courses should be based on and linked to the University's first- and second-cycle courses and programmes and/or the University's research activities; and
- courses and programmes should therefore constitute a stream of the University's specific competences and should not by their nature directly compete with external training providers in general.

2.1.2 The participation of external stakeholders in the University's contract education

As the University is the signatory to agreements on contract education, and given the link to the University's entitlement to award qualifications, contract education must primarily be undertaken by, and always be under the leadership of, the University's employees.

If the majority of the expertise required to provide the requested contract education must be sourced externally, the University must assess whether there is enough of a link to offer the education in question.

⁸ First paragraph of Section 3 of the Ordinance on Contract Education at Higher Education Institutions

⁹ See also the Swedish Council for Higher Education's supervisory report *Uppdragsutbildning – en vägledning* [Contract education guidelines], 2003, p. 15.

It is possible to collaborate with both other higher education institutions or their holding companies, as well as experts from other partners that can contribute added value to the course or programme, as long as quality can be guaranteed.

Otherwise, there are no limitations concerning the content or level of contract education.

2.1.3 The form of education

There are no limitations on what form contract education can take. This implies that contract education may be offered as a freestanding course, a series of courses, a programme, theme days, lectures, etc. For example, it may be one of the following:

A made-to-order specialist programme

Contract education may be given as a specialist programme based on the latest research findings or specialist expertise available at the University. Specialist programmes are tailor-made for the client, who also decides who will attend. Higher education credits may be awarded for this type of programme.

Courses or programmes offered exclusively as contract education

Contract education may be offered as a range of courses or programmes, either generally marketed and sold to clients for a fee, or sold to a single client. Higher education credits may be awarded for this type of programme.

Existing courses or programmes

The University may offer contract education within the framework of existing first- and second-cycle courses and programmes.

Single places on a course or programme can be sold as contract education. Those participating in contract education read the course or programme alongside students admitted in the usual manner.

A course or entire programme with an already established syllabus may also be sold as a parallel instance solely for employees of the client.

Higher education credits may be awarded for this type of programme.

Seminars, lectures and study days

Contract education can also be offered in the form of seminars, lectures and study days for various professional categories.

2.1.4 Financing

Contract education is financed by fees paid by the client on behalf of those taking part. It is not permitted to sell contract education to a natural person or a sole trader.

2.1.5 Selecting course participants

The client decides who participates in contract education.

3. The client

3.1 Categories of client

The client for contract education must be a *legal entity* or equivalent (a government agency, municipality, county council, limited company, association, foundation, etc.). Rules on what field contract education may be offered in differ depending on which category the client falls into.

3.1.1 Public-sector clients in Sweden or elsewhere in the European Economic Area (EEA)

If contract education is ordered by a public-sector client (a Swedish government agency or local or regional authority or a corresponding public entity from another country in the EEA, the contract must relate to:

- training personnel, or training required for labour market or development assistance policy reasons.

The above notwithstanding, the contract may also relate to:

- training for individuals who are not employed by the client if, by decision of the Government, the training is to be provided on behalf of the Swedish state for a specific category of individuals. These types of contract education are, for example, sometimes offered as part of continuing professional development for teachers on behalf of the Swedish National Agency for Education.¹⁰

3.1.2 Public-sector clients outside the EEA

The provision limiting contract education to training personnel or training required for labour market or development assistance policy reasons does not apply to public-sector clients outside the EEA.

The course or programme may serve any purpose as long as the client is a public-sector organisation equivalent to the Swedish state or Swedish local or regional authorities and the

¹⁰ Swedish Ordinance on Contract Education for Continuing Professional Development for Teachers and Preschool Teachers (SFS 2007:223)

course or programme is linked to a higher education institution's entitlement to award first- and second-cycle qualifications.

3.1.3 Private-sector clients within or outside the EEA

On the matter of contract education for private-sector clients such as companies, associations, foundations, etc., the general rule is that the assignment must be related to training personnel for the performance of their duties with the client.

3.1.4 Participants who are not employees of the client

Contract education may also be offered for participants who are not employees of the client but only if the training is required for labour market reasons. This applies equally to companies and, for example, interest organisations or non-profit organisations.

3.1.5 Confederations, multiple clients, etc.

Contract education is sometimes ordered by confederations on behalf of member organisations. If this is the case, a separate contract must be entered into with each member company/organisation. Each company/organisation must also select its participants in the course or programme. Payment may be made by either the individual company or by the industry organisation.

An agreement may be entered into with multiple clients for the same course or programme.

3.2 Sole traders

A sole trader is a natural person who is self-employed and is responsible for the running of their own business. Sole traders are not permitted to purchase contract education as the client, whether for themselves or on behalf of someone in their employ.

4. Participants

4.1 The status of participants

Those who participate in contract education are not students of the University in the meaning of the Higher Education Act and Higher Education Ordinance, and are therefore not subject the University's regulations.

Contract education does not entitle participants to student finance, nor are they covered by compulsory personal injury insurance for students.

Nor do participants in contract education otherwise have the same rights and obligations as students.

Contract education is based on an agreement concluded between the client and the University.

All matters related to participants should be regulated in the agreement. For example, examination, study counselling, cheating, discrimination, support for people with disabilities, etc.

4.2 Selecting participants

The client decides who participates in contract education.

4.3 Entry requirements

Participants do not need to fulfil the formal entry requirements for higher education. Hence the provisions on entry requirements and selection in the Higher Education Ordinance do not apply.

In order to ensure the quality of the education offered, agreements should state what prior knowledge is required for the participant to benefit from the course or programme, requirements that the client should give due consideration to when selecting participants.

4.4 Specific entry requirements

In the case of contract education in the form of a full programme, second-cycle courses or degree project courses, or when otherwise called for, the agreement should include a clause stating that the client may only select participants who meet the specific entry requirements for equivalent regular first- and second-cycle courses. In such cases, entry requirements are regulated in the course syllabus.

4.5 Credit transfer

A participant who has completed credit-bearing contract education has the right to transfer those credits to higher education at first- or second-cycle level without further assessment.¹¹ This applies even if the participant does not fulfil general or specific entry requirements.

Participants in contract education may be given grades and diplomas or course certificates pursuant to the regulations for first and second-cycle higher education if the same quality requirements apply to the contract education as to corresponding programmes of study in higher education.¹²

¹¹ Section 7 of the Ordinance on Contract Education at Higher Education Institutions

¹² Section 6 of the Ordinance on Contract Education at Higher Education Institutions

5. Implementation of courses and programmes

5.1 Concerning the impact of contract education on first- and second-cycle courses and programmes

Contract education may not be offered in such a way or to such an extent that it has a negative impact on the first and second-cycle programmes to be provided by the higher education institution.

The University must ensure that students and others can easily find information concerning the specialisations and scope of contract education being conducted at the University. This implies that contract education must be reported openly together with other information concerning the University's operations.

5.1.1 Joint teaching and access to places

Participants in contract education may be taught alongside students admitted to the University as long as the arrangement does not have a negative impact on the first and second-cycle courses and programmes offered by the University.

Contract education must not affect the availability of places on nor the quality of first and second-cycle courses and programmes.

5.1.2 Teachers

Contract education must be taught by the University's teaching staff within the framework of their regular employment. Individual teachers are not permitted to teach contract education as a form of secondary employment, as this may be viewed as being in competition with or undermining confidence in the University, or a hindrance to the performance of their duties. Any exceptions must be separately approved by the competent manager.

Participation in contract education should constitute a natural element of a university lecturer's regular employment. A teacher shall not, however, work solely with contract education.

The department or other organisational unit responsible for the course is also responsible for the examination of participants. Only teachers employed by the University may be appointed as examiners.

6. Rules and procedures for study administration

6.1 Course and programme syllabuses

A detailed description of the structure and content of courses and programmes must be prepared for all contract education, irrespective of whether or not they are credit-bearing.

A credit-bearing course or programme offered as contract education must follow a separate established syllabus. The same quality requirements apply to contract education as to first- and second-cycle courses and programmes. The department or other organisational unit responsible for the course decides whether or not contract education should be credit-bearing. This decision is reached in dialogue with the client for each new assignment. Only credit-bearing courses are registered in Epok. When registering, state the collaboration or contract and the reference number of the course instance.

If contract education follows an already established first- or second-cycle course syllabus, the syllabus must always be re-established as a contract education course and registered separately in Epok.

The head of department establishes the course or programme syllabus for contract education during ongoing planning work.

6.2 Course certificates, diplomas and degree certificates

6.2.1 Course certificate

Upon request, participants who successfully complete a credit-bearing course shall be issued with a course certificate. This applies even if no assessment has been made of whether the participant fulfils general or specific entry requirements. Course certificates must state that the course was given as contract education.

For a course certificate to be issued for credit-bearing contract education, the course must have an established syllabus and an examination and the participant must be registered in Ladok and have received a passing grade for the course as a whole.

6.2.2 Diploma

A diploma may be issued for the completion of non-credit-bearing contract education.

6.2.3 Degree certificate

A degree certificate may only be issued for contract education that leads to the award of a qualification that the University is entitled to award and that has an established qualification descriptor.

6.3 Registration in Ladok

At Luleå University of Technology, all participants in credit-bearing courses are registered in Ladok.

All credit-bearing contract education must be documented in Ladok. The course must be established and registered in Ladok as contract education in good time before the first course instance. The department offering the course registers credit-bearing courses and course instances in Epok, as a basis for Ladok, which is then reviewed by Analysis and Preparation.

Detailed instructions for establishing courses, course instances and participants are issued by Admissions. Registering, reporting and processing credit transfers to first- and second-cycle courses and programmes is administered by the department in question.

6.4 Notification to the Swedish Higher Education Authority (UKÄ)

When a higher education institution arranges contract education comprising studies that correspond to more than 60 credits (40 weeks), the Swedish Higher Education Authority must be informed in writing. UKÄ does not provide an official form for this purpose. The best way to inform UKÄ is by sending details of the programme by post, including the collaboration involved, the name of the client and the content of the programme. A copy of the contract should be enclosed.

7. Fees

7.1 Financed by fees

Contract education is financed by fees paid by the client on behalf of those taking part.

Contract education does not entitle the University to remuneration for FTEs and annual performance equivalents. Nor may contract education be subsidised from direct government funding for first- and second-cycle education.

7.2 Pricing

7.2.1 Total cost coverage

The provisions of the Fees Ordinance apply to the pricing of contract education.¹³ Fees are to be calculated so that they provide full coverage of costs.

To cover the total cost to the organisation, fees must be calculated based on all costs, whether direct or indirect, not simply the marginal cost. The University and department's joint costs must be considered, as must the cost of developing and administering the course(s).

¹³ Section 5 of the Swedish Fees Ordinance (SFS 1992:191)

7.2.2 Calculations and budget

The costs associated with all contract education activities must be calculated and budgeted in consultation with LTU Professional Education¹⁴, according to the specially designed calculation model, prior to a decision on establishing the fee.

8. Contracts

8.1 Written agreement

A written agreement must be entered into between the University and the client for all contract education.¹⁵

Agreements shall be drawn up using the University's template for contract education agreements with appendices. The agreement shall be drawn up in consultation with LTU Professional Education.

As a general guideline, the following points should always be considered and included in negotiations on contract education and in agreements:

1. The title and scope of the assignment.
2. The identity of the client.
3. The responsible department or other organisational unit.
4. Information that the education is offered for the purpose of training the client's personnel, or for training required for the labour market, or for central government or municipal labour market training or development assistance policy reasons, etc.
5. Information on how the education is linked to the University's entitlement to award qualifications.
6. The number of participants in the course, programme or other activity.
7. Who is responsible for implementing the assignment.
8. Information that the higher education institution always appoints the examiner.
9. A timetable including times, dates and locations of teaching activities and examinations.
10. Who is responsible for booking premises and providing literature and other necessary equipment.
11. Where applicable, who will provide placements and how this will be arranged.
12. Prior knowledge that participants should have.
13. For credit-bearing courses, an established course or programme syllabus as an appendix.
14. Matters related to reimbursement.
15. Cancellation of the assignment.
16. Agreement period and termination.
17. Disputes arising from the agreement.
18. Matters related to participants.

¹⁴ LTU Professional Education is the University's organisation for continuing professional development through contract education.

¹⁵ Cf. Swedish Council for Higher Education regulations UHRFS 2013:11

As the University's rules and regulations do not apply to contract education, general issues related to participant's rights, obligations, conduct, etc. should be regulated in the agreement.

As disciplinary matters cannot be regulated by the provisions of the Higher Education Ordinance nor brought before the Disciplinary Board, issues related to attempts to deceive during examinations or other forms of assessment, disruptive behaviour, etc. should be regulated in the agreement and any misconduct dealt with by the client.

8.1.1 Documentation and document management

LTU Professional Education is responsible for coordinating contract education. The following should be available at the University:

- Templates for drawing up agreements, with attached general terms and conditions for contract education.
- Other templates that may be required when drawing up agreements on contract education.
- Spreadsheet and budget templates for internal use.

8.1.2 Authorised signatories

Contract education agreements must be signed by an authorised signatory in accordance with the University's Decision-making and Delegation Rules.

Should the University choose to engage the services of an agent to market contract education, this does not confer on the agent the right to sign on behalf of the University. Only power of attorney can confer such a right on an agent or equivalent.

8.1.3 Reviewing agreements

All contract education agreements must be reviewed by LTU Professional Education, and where necessary by the University's legal counsel, before the agreement can be signed. The necessary preparations before a decision can be made to enter into an undertaking shall be made and documented.

9. Planning and organisation of the University's contract education

9.1 Organisational issues

9.1.1 Internal planning and organisation of contract education

The coordination of the University's contract education takes place under the umbrella of LTU Professional Education, a unit of the business area Collaboration, External Financing and Innovation.

LTU Professional Education supports the marketing and sale of contract education. Where necessary, the unit can also provide support for needs analysis and market validation. LTU Professional Education also coordinates strategic investments and university-wide calls for contract education, as well as publishing courses and programmes offered as contract education on the LTU Professional Education website.

The unit is also responsible for coordinating agreements when contract education is sold through an agent. LTU Professional Education is responsible for coordinating agreements with clients and preparing matters related to contract education for a decision at the Vice-Chancellor's Decision-Making Meeting.