



# Guidelines for Contract Education<sup>1</sup>

These guidelines were ratified by the Vice-Chancellor 12 December 2022 and are in effect as of the same date.

Registration number HS 2024/408

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<sup>1</sup> This is a translation of the Swedish version (Riktlinjer för uppdragsutbildning, registration number HS 2022/926. In the event of any discrepancy, the Swedish version of this document shall prevail.

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# 1 Introduction

Contract education is an important tool for the University of Skövde (the University) in its mission to contribute to lifelong learning in society by offering education that meets the needs of actors in the labor market. Contract education is a way to contribute current knowledge and research to society and is also a way to utilize the knowledge accumulated at the University through research and education.

The University's guidelines on contract education aim to clarify the framework for contract education and regulate how the work with contract education should be conducted. Concrete guidance on working with contract education can be found on the employee portal.

## 1.1 Definition and general information about contract education

Regulation (2002:760) on contract education at universities and higher education institutions forms the basis of organising contract education. The regulation defines contract education as follows:

"... education provided for a fee by an entity other than a physical person for a person or persons designated by the client".

Thus, it is the form of financing and the particular way of selecting participants that characterize contract education.

The regulation also stipulates that contract education can only be provided "if it is linked to first- or second-cycle courses and study programmes for which the higher education institution has degree-awarding powers (§ 3)".

The client, i.e., the one ordering the course or programme, selects the participants in contract education. Contract education should be training for the client's personnel and should be relevant to the participants' work with the employer. In some cases, contract education can be provided for labor market or welfare policy reasons. All contract education must be based on a written agreement between the University and the client.

Contract education can vary in scope. It can, for example, consist of individual lectures or entire degree programmes. Contract education can be credit-bearing or non-credit-bearing. It can be conducted within the framework of existing courses or tailored to a specific client. A client can also purchase seats in an existing course or study programme. The participants can then study together with regular students.

Contract education can be established in three different ways:

1. A client contacts the University with a request for contract education.
2. Teachers at the University develop a course or programme that is perceived to be attractive and needed in the labor market.
3. An employer purchases a place in the University's regular range of courses and study programmes.

The following activities at the University are not considered contract education:

- Education provided by the University for its own staff.
- Education based on agreements with another university, i.e., contract education.
- Post-secondary vocational education and training in accordance with the law and regulation on higher vocational education.
- Investigation and development projects.
- Contract research.

The University is always ultimately responsible for ensuring that contract education is conducted in accordance with the regulation on contract education.

### 1.1.1 Central concepts

Several concepts are particularly central to contract education. Below are the definitions that the University applies to these concepts:

**Client:** The organization that purchases contract education.

**Provider:** The higher education institution that sells and conducts the education.

**Participant:** The individual undergoing the education.

## 1.2 National regulation

Contract education is not regular higher education. This means that the Higher Education Act and the Higher Education Ordinance are not directly applicable to contract education. An exception is the regulation of credits in the Higher Education Ordinance.

The primary regulation of contract education is the Regulation (2002:760) on contract education at universities and higher education institutions. In addition to this, the following regulations are applicable:

- The Fee Regulation (1992:191)
- Regulation on the Management of Government Claims (1993:1198)
- Public Procurement Act (2016:1145)
- Regulation on Reporting of Studies etc. at Universities and Colleges (1993:1153)
- The Swedish Council for Higher Education's Ordinance about Contract Education at Universities and Colleges (UHRFS 2013:11)

## 2 Quality work and quality assurance

The University's contract education should be based on scientific foundations and conducted with the same high quality as regular education. Quality work within contract education is included in the University's regular quality system<sup>2</sup>. The school responsible for conducting contract education is also responsible for ensuring its quality, in the same manner as with regular education. Similarly, the Curriculum Committees have a responsibility for quality assurance when establishing programme syllabi, course syllabi, and course descriptions.

Contract education must never be conducted in such a way, or to such an extent, that it has a negative impact on regular courses and study programmes. This is particularly important to consider when there is joint participation with students in regular courses and study programmes. Contract education must not compromise the conditions for regular courses and study programmes or negatively affect the dimensions of regular activities.

The quality of contract education is monitored as part of the six-year follow-up of subjects and related courses and study programmes<sup>3</sup>. Contract education is also monitored in the annual report. For all contract education in the form of courses where there is a course syllabus or description, course evaluations<sup>4</sup> are also conducted.

The Faculty Board has the overall responsibility for quality assurance in education. Therefore, the Faculty Board regularly receives a compilation of current contract education being offered.

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<sup>2</sup> In the University's quality policy, the quality system is described in more detail."

<sup>3</sup> Guidelines for six-year follow-up of subjects and related courses and study programmes.

<sup>4</sup> Guidelines for course evaluation.

### 3 Possible Clients

Contract education may only be provided for a fee from entities other than individuals. This means that the client must be an organization, such as a company, association, or public authority. The primary purpose should be training for the organization's own personnel. The client can be registered either in Sweden or abroad.

An individual person may not purchase contract education for themselves. According to practice, this is considered to include sole traders/sole proprietorships.

The sections below provide more specific information about the purposes for which contract education can be provided to different clients:

#### **Public clients within the EEA area<sup>5</sup>**

Contract education should be provided as staff training for the client's own personnel, or alternatively, training that is needed for labor market reasons or for development aid policy reasons.

#### **Private clients within and outside the EEA area**

Contract education should be provided as staff training for the client's own personnel, and the training should be relevant or become relevant to the work of the employer. Contract education can also be provided for labor market reasons.

#### **Public clients outside the EEA area**

For these clients, there are no limitations on the purpose of contract education.

The University shall, if necessary, verify the employment relationship between the client and the participant in the contract education, as well as other conditions, to ensure that the education can be provided within the applicable regulatory framework. The Office for Research Support, Collaboration and Innovation conducts this verification.

In cases of ambiguity or the need for clarification regarding the organization wishing to purchase contract education, other authorities should be consulted, such as the Swedish Companies Registration Office (for registration numbers), the Swedish Tax Agency (for verification of F-tax certificate), and the Swedish Enforcement Authority (for assessment of solvency). This should be done before signing an agreement.

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<sup>5</sup> The EEA area includes the EU, Norway, Iceland, and Liechtenstein. Switzerland and the United Kingdom are not part of the EEA area.

### **3.1 Collaboration agreements with industry organizations, labor unions, foundations etc.**

Trade and industry organizations, labor unions, foundations, and similar entities can purchase contract education for their own personnel. The education should be relevant or become relevant to the work of the employer. Contract education can also be ordered for personnel of a trade and industry organization's or association's members provided that the University signs a collaboration agreement with the organization. The collaboration agreement should clarify the responsibilities and roles of the parties involved. However, the contract for contract education itself should be signed by the University with the actual client, which is the participants' employer. This can be done in two different ways:

1. An agreement is made with each individual client. Each agreement is filed in its original form.
2. If the organization that the University has established a collaboration agreement with has the authority to represent the actual clients, contracts for contract education can be signed directly with the organization. In these cases, the University should request a written copy of each authorization and attach them to the contract. The authorizations are filed together with the contract.

The University shall, if necessary, verify the participants' employment relationship with the contracting employer before the contract is signed. The Office for Research Support, Collaboration and Innovation conducts this verification.

### **3.2 Collaboration agreements with private educational companies**

A private educational company, also known as an intermediary, can only purchase contract education for its own personnel. The education should be relevant or become relevant to the work of the employer.

However, the University can enter into collaboration agreements with private educational companies, external educational coordinators, and learning centres where clear responsibilities and roles of the parties are clarified. These entities can then coordinate the contact between the University and the actual client. This may involve tasks such as marketing, administration, and facilitation of the University's contract education. However, it cannot involve conducting contract education on behalf of the University. The contract education is provided by the University, and contracts for it are signed with the participants' employers.

This can be done in two ways:

1. An agreement is made with each individual client. Each agreement is filed in its original form.
2. If the educational company that the University has established a collaboration agreement with has the authority to represent the actual clients, contracts for contract education can be signed directly with the educational company. In these cases, the University should request a written copy of each authorization and attach them to the contract. The authorizations are filed together with the contract.

The University is responsible for verifying the participants' employment relationship with the contracting employer before the contract is signed. The Office for Research Support, Collaboration and Innovation conducts this verification.

## **4 Participants' rights and responsibilities**

Contract education is funded and participants are appointed by the client according to the Regulation (2002:760) on Contract Education at universities and higher education institutions. Therefore, participants are not considered students according to the Higher Education Ordinance and do not have the same rights and responsibilities as regular students. This means, among other things, that participants are not entitled to student aid and that the University's insurance policies at Kammarkollegiet (The Legal, Financial and Administrative Services Agency) do not apply to participants in contract education. Therefore, the client must ensure that participants are insured during the contract education period.

In addition to the above, participants do not have the right to study guidance counselling, student health services, or targeted pedagogical support. Participants normally only have the right to one examination opportunity, unless otherwise agreed. The University's regular procedures for disciplinary matters do not apply either. These aspects can and should be addressed by the University through agreements, and thus, they should be addressed already during the quotation procedure (6.2).

Participants in contract education can, if permitted by the student union's statutes, be supporting members of the Student Union, which, among other things, grants participants the right to engage in various sections. However, participants do not have the right to vote, sit on the union's governing bodies, or represent students in the University's internal organs.



## **5 The organization of contract education at the University**

### **5.1 The schools**

All contract education is carried out at a school, with support from the Support Services. If multiple schools are involved in contract education, one of them is appointed as the main responsible party. The school is responsible for ensuring that contract education is conducted with the same quality as regular courses and study programmes and within the applicable regulatory framework.

At each school, there should be a contract education coordinator. The coordinator should serve as the point of contact and have a coordinating role for the school's contract education. In addition to this, the coordinator's responsibilities include:

- documenting the school's contract education programmes and communicating this to the Office for Research Support, Collaboration and Innovation, or other stakeholders, for purposes such as annual reporting.
- ensuring that there is updated information about the school's contract education programs on the University's website.
- other tasks related to contract education on behalf of the Head of School or Head of Division.

Contract education should primarily be conducted by teachers employed at the University. In some cases, external expertise may be enlisted for parts of the contract education.

Teachers participating in contract education should do so within the framework of their employment. If a teacher performs contract education activities for an entity other than the University, it is considered a secondary employment, and the teacher must then follow the University's guidelines for secondary employment.

In credit-bearing contract education, the Course Coordinator and Examiner should be appointed in the same way as for regular courses and study programmes. For non-credit-bearing contract education, a course coordinator should be appointed. Since non-credit-bearing contract education does not have formal examinations, the course coordinator also serves as the examiner in Ladok. The course coordinator and examiner must always be employed by the University.

## **5.2 The Support Services**

### **5.2.1 The Office for Research Support, Collaboration and Innovation (AFSI)**

Within the support services, The Office for Research Support, Collaboration and Innovation (AFSI) has a mandate to work with contract education. AFSI serves as the University's expert competence for contract education, coordinates the University's contract education, and serves as the University's point of contact for matters related to contract education.

AFSI's responsibilities in contract education are partly outlined in sections 6.1–6.8. In addition to what is mentioned there, AFSI is also responsible for:

- supporting the schools in the development of new contract education
- providing support to the schools regarding national and local regulations for contract education
- providing support on matters related to registering documents and archiving them
- compiling information about all of the University's contract education for purposes such as annual reporting
- ensuring that there are current and accessible templates and other support materials available
- monitoring if there are any relevant procurement opportunities regarding contract education to apply for, and informing the schools about them
- managing the University's bids for contract education
- updating the University's external website with current information about contract education, based on the information provided by the school's coordinator for contract education
- publishing current information about contract education on the University's internal web pages
- coordinating the marketing of the University's contract education
- contacts with legal counsel regarding legal issues concerning contract education
- external monitoring
- providing information about the University's contract educations to potential clients

- notifying the Swedish Higher Education Authority (UKÄ) if a set of courses or a programme in contract education exceed 60 higher education credits.

### **5.2.2 The Finance Office**

The Finance Office provides support on matters related to cost estimation, pricing, and competition. The Finance Office is responsible for invoicing clients based on information from the school responsible and from AFSI. The Finance Office also has a responsibility to ensure that the University's budget template is updated and to conduct financial monitoring of contract education.

### **5.2.3 Marketing and Communications Office**

The Marketing and Communications Office assists in the marketing of contract education, in consultation with the schools and AFSI.

### **5.2.4 Other offices within the support services**

Other offices within support services provide assistance with contract education based on the data outlined in the document "Verksamhetsstödet's uppdrag och ansvarsområden" (Support Service's mission and responsibilities).

### **5.2.5 The University's management and Faculty Board**

The Vice-Chancellor holds an overall responsibility for contract education at the University.

The Faculty Board has an overall responsibility for quality assurance of education and research at the University. This also includes contract education. The Faculty Board is therefore responsible for ensuring that there are processes for monitoring the quality of contract education courses. This occurs within the framework of the Six-year follow-up of subjects and related study programmes in first- and second-cycle education, as well as during course evaluations for both credit-bearing and non-credit-bearing contract education.

## **6 The process**

This section describes the work procedure for contract education and the steps that, in addition to the execution of the teaching in connection to contract education, are included in the process. These steps are as follows:

- Contract education dialogue
- Quotation

- Agreement
- Development and approval of course syllabus, programme syllabus, and course description
- Grades, course and degree certificates, credit transfer, and certificates
- Evaluation
- Invoicing
- Documentation and archiving

These steps are described in more detail in sections 6.1–6.8.

## 6.1 Contract education dialogue

The contract education dialogue occurs between the University and a potential client and aims to analyze the conditions, scope, content, and implementation of contract education. Typically, AFSI conducts the dialogue in collaboration with the school's coordinator for contract education and potential teaching staff. If an inquiry about contract education is received directly by a school, the school should inform AFSI at the earliest possible stage.

Following the dialogue, it should be clear whether the University can carry out the contract education and is interested in providing a quotation.

The University should only undertake assignments where the majority of the expertise needed to conduct the course or programme is available among the school's employed teachers. If the expertise for the assignment is not available to a sufficient extent, the University should refrain from taking on the assignment, as there would then be insufficient competence to assess the quality of the education.

A checklist for contract education is available in Medarbetarportalen (the staff portal)

## 6.2 Quotation

The work on the quotation begins when the University initiates the contract education dialogue.

A quotation is the University's offer regarding an agreement with terms for contract education. The quotation should be time-limited and legally binding. What is promised in the quotation cannot be changed by the University afterward unless the client declines, the time limit expires, or the client proposes other conditions. It is therefore of utmost importance that all information in the quotation has been validated by individuals at the University with the appropriate expertise and authority.

In general, AFSI prepares the quotation. If the school wishes to prepare the quotation instead, consultation should be carried out with AFSI and the Finance Office before the quotation is sent to the potential client. The quotation should be archived. The client should provide a written response to the quotation. The response should be archived.

The quotation should be signed by an authorized decision-maker and archived <sup>6</sup>. A quotation template is available in the staff portal.

In the quotation, and thus in the agreement, issues related to participants' rights and obligations should be regulated, such as the cost of targeted educational support for participants with disabilities, and the number of examination opportunities. The agreement should specify whether the participant is entitled to more than one examination opportunity. The agreement should also regulate if and within what timeframe re-examinations can be conducted. In credit-bearing education, the quotation and agreement should clarify whether the University has the right to apply regular disciplinary measures and the procedures involved. Furthermore, it should be stated in the quotation and agreement whether certificates will be issued upon completion of non-credit-bearing contract education (see 6.5).

The University is not entitled to impose formal prerequisites on participants in order for them to gain access to the education. It is therefore important to address which prerequisites are necessary and then agree on them. Agreeing on prerequisites equivalent to entry requirements for higher education studies is particularly important when participants study alongside regular students. Contract education must never negatively affect regular courses and study programmes.

The quotation should include information on how course- and programme-syllabi, as well as course descriptions, are established. Information about course evaluation should also be included.

Special conditions apply to foreign clients (6.2.3).

### **6.2.1 Full cost coverage**

The quotation must include the total fee for the contract education. The Finance Office provides support on pricing matters and develops a budget according to the University's budget template for the specific contract education. The budget template is an internal tool and should not be appended to the quotation or agreement.

The basic principle is that all contract education should be conducted with at least full cost coverage according to the "Fee Regulation"

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<sup>6</sup> Who is authorized to sign the quotation is specified in the Vice-Chancellor's delegation of authority.

(1992:191). The principle entails that all costs associated with the contract education as a whole, both direct and indirect costs, should be covered by the fee charged.

## **6.2.2 Competition**

If the University and independent higher education providers operate in the same competitive market, similar conditions should apply. If the fee in the calculation is higher than the market price, the University may attempt to reduce costs. If the fee is lower than the market price, costs should be scrutinized.

A competition law perspective should also be considered in the quotation and agreement. This perspective includes the conditions for pricing, that is, on what basis the price is calculated. The University should be able to account for the economic requirements imposed on the contract education activities and the principles governing budgeting and pricing.

The Finance Office provides support and recommendations to the schools on pricing and competition matters.

## **6.2.3 Special conditions for foreign clients**

For commissions from clients outside of Sweden, the following aspects should be ensured:

- The quotation and agreement should specify the price, currency, and exchange rate.
- The language in which the education will be conducted.
- Visa issues, choice of law, and jurisdiction for any dispute resolution proceedings should be regulated.

The Finance Office provides support on pricing, currency, and exchange rate matters. AFSI provides support on other issues related to special conditions for clients outside of Sweden.

## **6.3 Agreement**

If the client accepts the quotation or if the parties reach another agreement on the terms of the contract education, a written agreement should be signed. Typically, AFSI prepares the contract. However, if the school wishes to prepare the contract, consultation with AFSI must always take place before the agreement is signed. The agreement is signed between the University and the client. If there are

multiple clients for the same contract education, an agreement should be signed with each of them.

The agreement should outline the scope and content of the assignment comprehensively and clearly. It should be prepared in two copies and signed by authorized representatives from both parties <sup>7</sup>. The original agreement should be archived.

The University has its own agreement template, available on the staff portal. However, if the client prefers, a template provided by the client may be used instead. It is essential to ensure that the elements in the University's agreement template determined by the regulations for contract education are included in the agreement, as these are non-negotiable. Any deviations from the agreement template should be approved by authorized individuals within the University. Agreements are not required if the amount is less than 50,000 kronor.

## **6.4 Course syllabi, programme syllabi and course description**

A course syllabus and/or programme syllabus must be available for credit-bearing contract education. These are formulated, decided, and quality-assured according to the current procedures for regular courses and study programmes <sup>8</sup>.

A course description must be available for non-credit-bearing contract education. This is to be established and approved by the relevant Curriculum committee. A template for course descriptions is available in Appendix 1. Course descriptions are not required for educational training sessions shorter than one day. These are referred to as contract education lectures rather than contract education courses. A participant list should be saved in the diary, if possible, in cases where participants are supposed to receive course certificates.

All non-credit-bearing contract education with a course description should be registered in Ladok as contract education courses worth zero higher education credits. By registering the education in Ladok, course certificates can be issued for all participants in cases where it is agreed that certificates should be provided.

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<sup>7</sup> Who has the authority to sign agreements is specified in the Vice-Chancellor's delegation authority.

<sup>8</sup> See "Guidelines for the design of course syllabuses" and the "Guidelines for the design of programme syllabuses" for more information.

## **6.5 Grades, course- and degree certificates and credit transfers**

Participants in credit-bearing contract education receive grades, course certificates, and/or degree certificates according to the provisions of the Higher Education Ordinance. This is applicable provided that an examiner has been appointed in the same manner as an examiner for regular courses and study programmes, and that a course syllabus or program syllabus has been established in the same regular way.

Participants also apply for course certificates, and/or degree certificates, and/or credit transfers in the same manner as regular students. However, credit transfers cannot be granted for a contract education.

## **6.6 Evaluation**

As part of the University's quality assurance procedures, participants should be given the opportunity to evaluate the course or programme. For credit-bearing contract education, course evaluations are conducted in the same manner as in regular education. For non-credit-bearing contract education, the Course Coordinator is responsible for conducting and documenting the evaluation. Additionally, the client should be given the opportunity to evaluate the course or programme to determine whether the expected outcomes have been achieved. Typically, AFSI conducts the evaluation with the client unless the school responsible has other preferences.

More information about course evaluations in contract education can be found in the University's guidelines for course evaluations.

## **6.7 Invoicing**

The school responsible for the contract education is in charge of invoicing the client. The Finance Office handles the invoicing based on the information provided by the school or AFSI.

## **6.8 Documentation and archiving**

All stages (pre, during, and post-contract education) must be documented. It should be possible to trace the entire process afterwards. The school responsible for the contract education is in charge of sending the documents to the registrar for archiving. The documents should be archived collectively in a case file per contract education. AFSI can provide support in archiving and provide information on which documents that should be archived.



## **7 Marketing of contract education**

The marketing of contract education occurs through targeted channels. The school's coordinator for contract education is responsible for gathering information about which contract education programmes the school wants to promote, and communicates this with AFSI. AFSI coordinates with the Marketing and Communications Office on how the marketing can be executed.

## **8 This document is in effect as of**

This document has been ratified by the Vice-Chancellor on 13 December 2022 and is in effect as of the same date. It replaces the “Guidelines for contract education at the University of Skövde” (registration number HS 2013/30-111).

# Appendix 1 – Design of course description for non-credit-bearing contract education

## 1. General information

A course description is largely designed in the same way as a course syllabus. The main difference is that the number of sections in the course description is fewer than in the course syllabus. Therefore, the regulations found in the "Guidelines for design of course syllabuses" form the basis for designing a course description.

## 2. Main section of the course description

The main section of the course description is designed in the same way as the main section of the course syllabus, see "Guidelines for Design of course syllabuses", section 2. The level of depth is indicated where applicable.

## 3. Sections of the course description

The various sections of the course description are described below. The headings are identical to the headings of the sections in the course description template. For some of the sections, standard texts are available in the course description template. These standard texts, which are designed in accordance with the guidelines provided here, are regulated in detail in specific instructions <sup>9</sup>.

### 3.1 General information about the course

In the introductory section of the course description, the details about the course specified in the heading are provided, i.e., Swedish designation, level of depth (if applicable), and scope of higher education credits. The scope is always "0 credits" in a non-credit-bearing course. Furthermore, the English designation, educational level (if applicable), and subject are stated.

### 3.2 Course contents

The purpose of the course, its main contents and course literature should be specified. The main contents of the course should be described briefly, concisely, and objectively in continuous text.

### 3.3 Forms of teaching and language of tuition

The forms of teaching of the course should be described, such as lectures, seminars, laboratory work, and group work. A list of the most common forms of teaching is available in Appendix 2 of the "Guidelines for design of a course syllabus". The designations specified therein should normally be used in the course descriptions. The language of tuition for the course should be indicated.

### 3.4 Course Evaluation

Course evaluations for non-credit-bearing courses are regulated in the "Guidelines for course evaluation". Course evaluations are to be carried out in

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<sup>9</sup> Instructions for standard text in the course syllabus and course description.

regard to all contract education in the form of courses where there is a course syllabus or a course description.

### **3.5 Miscellaneous**

References should be made to the regulation on contract education at universities and higher education institutions. Furthermore, it should be stated that the contents of all higher education, including contract education, is to be based on scientific practice and proven experience. It should also be indicated that contract education is subject to quality assurance within the framework of the quality system at the University of Skövde.

Any other relevant information can also be provided under " Miscellaneous".