



General terms and conditions for contract education

Background

The conditions for the provider to provide contract education are set out in the Ordinance on contract education at higher education institutions (2002:760).

Quality of education

A provider 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. Teaching staff selected for the commission are qualified to teach at higher education level.

Participants in contract education

The participants in contract education are to be designated by the principal.

Participants in contract education may be given grades and diplomas or course certificates pursuant to the regulations for first or second-cycle programmes if the same quality requirements apply to the contract education as to the first or second-cycle higher education programmes. This applies even if the participants do not meet the entry requirements for first or second-cycle programmes. The programme description/ course and/or programme syllabus state whether a grade, course certificate or degree certificate is awarded for the programme in question. For non-credit-earning programmes, a certificate of education may be issued.

In the event of suspected cheating by participants during the contract education, the principal and the provider are to decide on the appropriate measures in consultation.

Non-completion of contract education

The duration of the course is specified in the contract. If participants have not been able to complete the contract education within the specified course duration, the principal and the provider may agree whether, and if so how, the course can be completed.

Insurance

The principal is to ensure that participants attending contract education have the necessary insurance.

Fee

The fee for carrying out the commission and the terms of payment are to be specified in the contract.

Cancellation

If contract education is cancelled, the following applies:

The principal is immediately to inform the provider if the contract education cannot be completed, or if participants are unable to start the contract education as agreed in the contract. The principal is always to reimburse the provider for the development costs associated with the contract education.

For costs in excess of the development costs, the principal is to reimburse the provider as follows:

- no later than 4 weeks before the start of the programme, 25% of the total cost;
- no later than 2 weeks before the start of the programme, 50% of the total cost;

- less than 2 weeks before the start of the programme, the entire fee will be charged.

Cancellation and termination

The provider is entitled to terminate the agreement with sixty (60) days' notice if circumstances have arisen that significantly impede the party's ability to fulfil the contract. Such circumstances include when staff leave the organisation and the organisation is unable to recruit new staff with the appropriate qualifications and skills despite making reasonable efforts, or when unique equipment breaks down and cannot be repaired within a reasonable time or at a reasonable cost.

If a party has materially breached the agreement on the commission and has not remedied the breach within thirty (30) days of a written request to do so, the other party is entitled to terminate the agreement immediately. In the event of cancellation, the provider is entitled to compensation for work carried out and costs incurred, as well as for other costs arising from the cancellation.

Intellectual property rights

No commission or transfer of intellectual property rights takes place through the parties' agreement on the commission, unless specifically stated in the contract.

Confidentiality

The principal is aware that the principle of public access to official documents is applicable at Lund University. Exceptions to this can only be made to the extent permitted by law.

Personal data

The provider may process personal data relating to the participants designated by the principal to the extent necessary for the delivery of the contract.

Responsibility

A party is liable for damage or loss caused to the other party through gross negligence or wilful misconduct in connection with the contract. Liability does not extend to compensation for indirect damage or loss, including but not limited to loss of profit, loss resulting from reduction or cancellation of turnover or production or similar loss.

The principal's staff or other persons engaged by the principal are, when on the provider's premises, to observe the safety and other regulations applicable there. Each party is fully liable for any injury to its own or its contracted personnel resulting from the commission.

Compensation for damage is limited to a reasonable amount, taking into account the nature of the damage and the nature and economic scope of the activity, and to an amount corresponding to the value of the commission.

Claims for damages must be made in writing as soon as possible after the discovery of the damage for compensation to be payable. The right to compensation expires if the claim is not made within six (6) months of the damage becoming known to the injured party.

Amendments

Amendments and additions to the commission must be in writing and signed by authorised representatives of both parties to be valid.

If a party is unable to fulfil its obligations due to circumstances beyond its reasonable control arising in such a way that it could not reasonably be expected to have anticipated such circumstance, or the consequences of which it could not reasonably have avoided or overcome, this is not to be considered a breach of contract if the party notifies the other party as soon as the circumstance becomes known to it and announces a new, reasonable time within which the obligation can be fulfilled.

Applicable law

Swedish law, with the exception of its rules on choice of law, applies.

Dispute

Disputes arising from the commission are to be settled by a Swedish court.

In the case of a dispute between Swedish governmental agency parties, the parties undertake to endeavour to resolve the dispute through amicable negotiations. If disagreements arise that cannot be resolved by persons at operational level, the party concerned may request the opening of management-level negotiations between the parties. If the parties fail to resolve the dispute through negotiation, the dispute is to be referred to the Government for a final and binding decision.