



## Contract Education at KTH

Internal Regulation No. 18/2005  
Applicable from 1 July 2007

Approved by the President on 29 September 2004 and 31 March 2005

This internal regulation is based upon:

- Ordinance on Contract Education at Universities and University Colleges (SFS 2002:760, amended 2007:424)
- Regulations of the Swedish National Agency for Higher Education on Contract Education at Universities and University Colleges (HSVFS 2003:3)
- President's decision 949/2004, D. No. 930-04-3022, Doss. 50.
- University Board decision on 28 October 2004, p 3.2, D. No. 930-2004-2896, Doss. 13
- President's decision 1251/04, D. No. 930-2004-2896, Doss. 13
- President's decision 312/05, D. No. 930-2005-0428, Doss. 50

### Background

In Ordinance (2002:760) it is stated that a university for which the state is the responsible authority and that is encompassed by the Swedish Higher Education Act is permitted to conduct contract education pursuant to the provisions in the Ordinance (section 1). The Swedish National Agency for Higher Education has issued Regulations for the Ordinance. In the Regulations, it is stated that each institute of higher education should adopt guidelines for its own contract education. The Ordinance and Regulations can be read in their entirety at [www.hsv.se](http://www.hsv.se) under Acts and Laws.

### Contract Education

“Contract education” refers to education provided to persons selected by the client in return for remuneration from a party other than a natural person (section 2 of the Ordinance on Contract Education at Universities and University Colleges (SFS 2002:760)).

## Different types of contract education

### Specially designed client-ordered education

Education that is based upon the latest research, new discoveries or specialist competencies found at the institute of higher education. These specialist educations are customised for the client, who also designates the participants.

## **Courses or programmes that are only able to be studied as contract education**

Contract education may be provided in the form of offerings where courses or programmes are marketed and to which employers may apply.

## **Individual courses or entire programmes that are given as a university college education**

An institute of higher education may also choose to offer education that is provided within the educational framework of the first or second cycle level in the form of contract education . Individual places in an ordinary course or programme may be sold as contract education, with the course or programme then being studied together with students from the ordinary education. Courses may collectively comprise a study programme. Entire courses or programmes that already are established as ordinary educations may also be sold in parallel as contract education with solely contract education participants.

## **Contract education customers**

### **Private sector clients**

Swedish or foreign juristic persons (not a sole proprietorship) may order contract educations for their employees. The education must be of a nature that will be of significance to the work that the participants perform for their employers. A juristic person who solely functions as an intermediary for private individuals may not be the customer or client. Employers may grant authorisation to another organisation to purchase the education, for example through a group purchasing education for its subsidiaries and suppliers.

### **Public sector clients within the EEA**

Swedish public sector clients or the equivalent from within the EEA may order contract education for reasons pertaining to the labour market or development assistance policy. Otherwise, the aim of the education must be personnel education so as to increase competency of employees.

### **Public sector clients outside the EEA**

Public sector clients outside the EEA may order contract education without such needing to involve personnel education or being education that is needed for reasons pertaining to the labour market or development assistance policy. The purpose of the education is unrestricted as long as a public sector client (i.e. corresponding to the Swedish state, municipalities or county councils) is purchasing it and the education is associated with a university college education at the first or second cycle level in which the university college is authorised to award degrees.

## **Executors of contract education**

The executors of contract education are the schools or the equivalent at KTH. Subsidiaries of KTH Holding AB may not conduct contract education on behalf of KTH. In contrast, subsidiaries of KTH Holding AB may act as intermediaries for contract education on behalf of KTH.

## **Participants in contract education**

The client will designate the participants in the contract education under the precondition that they satisfy the agreed entry requirements. The participants do not comprise students in the sense of the Swedish Higher Education Ordinance.

## **Establishment of contract education**

Decisions concerning the establishment of contract education that may result in its own right in a degree certificate are made by the President after preparation by the school's Executive Board. Decisions on the establishment of contract education of a substantial scope that gives credits (15 higher education credits or more) but which does not result in a degree certificate will be made by the school's Executive Board. KTH's internal regulations concerning the establishment of courses at the first and second cycle levels must be followed to the extent that such are relevant to the contract education.

Decisions on the establishment of contract education of a less substantial scope (less than 15 higher education credits) that does not give credits will be made by the school's dean.

### **Administrative support concerning establishment of contract education**

The matter of establishing contract education will be handled by the school.

## **Agreements**

Written agreements must be signed between the university college and the client for all contract education (section 1 of the Regulations of the Swedish National Agency for Higher Education).

Before an agreement is signed, verification must be performed of whether the client is an active juristic person, which may occur through checking the client's Swedish organisation number.

The school's dean will sign agreements concerning contract education. An agreement concerning contract education may be comprised of a signed offer. Contract education must be reported to the External Relations Office. Copies of the agreements entered into must be sent to the External Relations Office.

## **Administrative support concerning agreements**

The External Relations Office (ERO) provides administrative support by checking a client's Swedish organisation number upon request by an institution.

The External Relations Office also provides support in establishing agreements. As regards contract education of a substantial scope, the External Relations Office ought to always be informed when negotiations are initiated and before an agreement is concluded. The External Relations Office can offer advice and support during the negotiations.

An agreement should contain information concerning:

- the name and scope of the task
- client/customer
- the school responsible and its contact person (if multiple schools are responsible for the contract education, all the schools and their contact persons should be specified)
- information on whether the education is personnel education for the client's employees, state/municipal labour market education or state/municipal development assistance education
- costs for participants in the contract education
- number of participants in the contract education
- precisely what entry requirements are being posed of the participants
- fixed course syllabus with programme syllabus as appendixes for courses giving credits
- time schedule, location and examinations for the education
- who is responsible for the premises, literature and other necessary equipment
- who is responsible for any possible internships and how such will be arranged
- who will be the owner of any possible material protected by copyrights
- how the education will be followed up on (cf. the guidelines for course analysis in KTH's first-cycle courses and study programmes)
- information stating that the rules established by KTH for examinations shall apply, including rules for cheating
- retaking of examinations for non-passing students and any possible compensation for extra costs
- cancellation of ordered education
- term of the agreement and its termination
- disputes based upon the agreement

## **Fees**

**The fee is to be assessed so that the costs are fully covered (section 5 of the Ordinance on Contract Education at Universities and University Colleges (SFS 2002:760))**

The dean of the school is responsible for full cost coverage being attained for contract education such that all costs including indirect costs connected with the education are paid. Full cost coverage involves not only coverage for marginal costs, but rather the fee having to be computed based on what each student in the type of education intended costs. Costs for

developing courses should also be included. If the contract education involves courses that are given in the ordinary educational offerings, the fee for the contract education should not differ markedly from the revenues from direct government funding.

### **Administrative support**

The External Relations Office will provide support for calculating the fee.

## **Execution of contract education**

**A university college may provide contract education only if it is associated with a first cycle or second cycle level education in which the university college has the right to award degrees (section 3 of the Ordinance on Contract Education at Universities and University Colleges (SFS 2002:760)).**

**Contract education may not be conducted in a manner or to an extent that has a negative effect on the first/second cycle level education that the university college is tasked with providing (section 4 of the Ordinance on Contract Education at Universities and University Colleges (SFS 2002:760)).**

**When a university college arranges contract education that encompasses more than 60 higher education credits, the Swedish National Agency for Higher Education is to be notified of this in writing (section 4 of the Ordinance on Contract Education at Universities and University Colleges (SFS 2002:760)).**

Contract education offerings must lie within KTH's right to award degrees and be based upon competencies available within KTH. The school's dean is responsible for contract education not having a negative influence on the quality of the ordinary education.

For admission to contract education courses, KTH may pose special entry requirements. In such cases, KTH must check the entry requirements before granting admission.

Participants in contract education for which credits are allocated must be registered in Ladok, however with a special marking. Notes on the number of participants, execution and scope of contract education for which higher education credits are not allocated must be available within the school and be reported annually in a special arrangement connected with the annual financial reports.

Contract education may involve the participants in the contract education taking courses together with students in the ordinary education (co-instruction). In such cases, these students will be specially marked in Ladok for registration and reporting purposes. As regards co-instruction, it is particularly important that the contract education is conducted such that it does not negatively affect the quality of the university college education at the first or second cycle level.

Co-operation with the International Office (IO) must always occur when planning and carrying out contract education recruited internationally.

The External Relations Office is responsible for notifying the Swedish National Agency for Higher Education of contract education offerings encompassing more than 60 higher education credits. This also applies for participants in education involving co-instruction with an ordinary education, if the planned number of higher education credits exceeds 60.

## **Awarding of credits**

A person who has participated in contract education as referred to in section 6 is entitled to credit this education to a first or second cycle level education (section 7 of the Ordinance on Contract Education at Universities and University Colleges (SFS 2002:760)).

Pursuant to the Swedish Higher Education Ordinance, students have the right to transfer credits from educations other than university college educations at the first or second cycle level if the skills and knowledge are of such a scope and character that they correspond on the whole to the education for which it is desired that they be transferred. Furthermore, it is only individuals who are students and in a university college education at either the first or second cycle level and individuals who have undergone contract education of the type that is specified in sections 6 and 7 who may come under consideration for such transfers.

## **Examinations**

The dean of the school will appoint examiners for contract education. In general, the established rules for examinations and retaking of examinations for university college educations at the first and second cycle level shall apply to the extent that they are applicable (see the KTH Handbook for further information).

## **Degree and course certificates**

Individuals who participate in contract training may be awarded marks and degree certificates or course certificates in accordance with the provisions for university college education at the first or second cycle level, if the same requirements for quality are posed of the contract education as for the corresponding university college education. This applies even if the participants are not eligible for admission to university college education (section 6 of the Ordinance on Contract Education at Universities and University Colleges (SFS 2002:760)).

Participants in contract education must after having completed the education receive a course certificate on which it is indicated that it concerns contract education. Participants in contract education offerings corresponding to less than 15 higher education credits must also receive course certificates. If registration of these students is not performed in Ladok, the dean of the school is responsible for notifying the Vice-Chancellor's Planning Office (PLO) of the number of pull-time equivalent students and annual performance equivalents.

In those cases where the contract education results in some form of degree, a degree certificate shall be issued. It must be clearly stated on the degree certificate that it concerns contract education.