

General Terms for Contract Education at Lund University

Background

The Provider, Lund University, may engage in contract education (*Swe: uppdragsutbildning*) in accordance with the Ordinance on Contract Education at Universities and University Colleges (SFS 2002:760).

Course description and scope

Detailed information about the course, examination dates, distribution form, education facilities etc. is specified in a separate contract education agreement between the parties. The Principal and the course participants will be provided with the relevant information in good time before the course starts. All teachers, except for the course manager mentioned in the separate contract education agreement between the parties, are qualified to teach on a university level. The examiner is appointed by the Provider.

Resources

The Principal shall provide the participants with course literature and other equipment necessary for partaking in the course, unless the parties have agreed otherwise. The Provider will provide teaching staff and be responsible for course administration.

Quality of education

The course teaching staff shall be qualified to teach on a university level. The course- and education plan for the course shall be established in accordance with the requirements for establishment of the corresponding course- and education plans in the Provider's regular education activities.

Qualification of participants

A university or university college may engage in contract research only if it has a connection to such undergraduate university education for which the university has examination right.

If the Principal is the Swedish state, a Swedish municipal authority, a Swedish county council or a corresponding public principal from another country in the European Economic Area (EEA), the course must consist in employee training or education needed for compliance with labour market or development assistance policies.

Where the Principal is not a public organisation, the course must consist in employee training which is of importance for the participants' employment with the Principal, or education needed for compliance with labour market.

Course participants are to be appointed by the Provider.

Course participants may be graded and given a degree or course certificate in accordance with rules and regulations for undergraduate university education, if the same quality requirements have been met in the course as for undergraduate university education. This applies regardless if the participants are qualified to register for undergraduate university education or not.

A course participant is entitled to include the completed contract education course as an undergraduate university- or university college education course.

Participant's failure to complete course

The course term shall be in accordance with the specifications in the contract education agreement between the parties. If a participant has been unable to complete the course within the specified time, such participant's completion of the course is subject to further separate agreement between the parties thereon.

Study results will be reported to the Principal.

Insurance

The Principal ensures that all course participants have necessary insurance.

Remuneration and payment

Remuneration and payment for the Provider's services shall be as specified in the contract research agreement between the parties.

Cancellation

The following applies for cancellation of a course (unless otherwise agreed between the parties):

The Principal shall immediately notify the Provider if the course cannot be completed in accordance with the contract research agreement between the parties and/or these general terms. The Principal must always compensate the Provider for any and all costs suffered by the Provider in connection with the development and preparation of the course.

In addition to compensation for development- and preparation costs, the Principal shall remunerate the Provider in accordance with the following:

- for cancellation made latest 4 weeks before course start, 25 % of the full remuneration agreed in the contract research agreement is charged;
- for cancellation made latest 2 weeks before course start, 50 % of the full remuneration agreed in the contract research agreement is charged;
- less than 2 weeks before course start the course the Provider shall be fully remunerated according to the contract research agreement.

Termination

Either party may terminate the contract education agreement by giving sixty (60) days' notice in the event of circumstances which materially prevents that party from performing its obligations under the agreement. Such circumstances may include e.g., without limitation, employees leaving their position and new employees with suitable qualifications and competence cannot be hired using reasonable efforts, or if unique equipment cannot be repaired within reasonable time or with the expenditure of reasonable costs etc.

Both parties may terminate the contract education agreement immediately if the other party is in material breach of any provision of that agreement or these general terms and does not remedy such breach within thirty (30) days after receiving written notice thereof. The Provider is entitled to compensation for its performance under the contract education agreement and for costs, including costs due to the early termination.

Intellectual property rights

No transfer of immaterial property rights is made or intended by the contract education agreement between the parties or these general terms, unless specified.

Confidentiality

The Provider undertakes to adhere to the confidentiality policy of the Principal or any confidentiality provisions stated in the contract education agreement between the parties. However, the Principal must provide the Provider with written information about any applicable confidentiality provisions.

The Principal accepts that the principle of public access applies to the Provider. Exceptions from the principle of public access may only be made in accordance with the Swedish Secrecy Act (SFS 180:100).

Liability

Each party is liable for damage or loss caused to the other party through negligence or intent during the performance of its obligations under the contract education agreement or these general terms. The liability does not comprise compensation for punitive damages, any indirect or consequential loss or damages, including, but not limited to, loss of profit, loss of revenue, loss of contracts, loss as a result of a reduction or stoppage in turnover or production, or similar loss or damages.

Employees of the Principal or other persons engaged by the Principal shall, when working in or visiting the Provider's premises, adhere to at all times applicable safety and other regulations. Each party accepts full liability for any personal injury to its own employees or other persons engaged by that party during the performance of that party's obligations hereunder.

Compensation for loss or damages is limited to the contract value.

In order to be eligible for compensation, a claim for damages must be made in writing as soon as possible after the damage or loss becomes known to the suffering party. The right to compensation is void if such claim is not made within six (6) months of the date when the damage or loss became known to the suffering party.

Changes and amendments

Changes and amendments to the contract education agreement or these general terms must be made in writing and signed by authorised representatives of both parties.

Force majeure

A party is not liable for loss or damage due to acts of war, strike, lockout, fire or other such circumstance or event outside of the control of that party.

The exception for strike and lockout is also applicable in case a party engages in or is the target for such industrial action. It is incumbent upon a party who wishes to plead force majeure to give written notice hereof to the other party. Such notice must be made as soon as possible after the force majeure became or should have become known to the suffering party. The corresponding notice obligation applies for the cessation of force majeure.

Applicable law

Swedish substantive law is applicable.

Dispute resolution

Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be solved by mediation in accordance with the Rules of the Mediation Institute of the Stockholm Chamber of Commerce ("Mediation Rules").

Where the dispute is not solved by mediation, within the period of time prescribed by the Mediation Rules, the dispute shall be finally settled by arbitration at the Arbitration Institute of the Stockholm Chamber of Commerce in accordance with its Rules for Expedited Arbitrations.

The seat of arbitration shall be Lund, Sweden.

The language to be used in the arbitral proceedings shall be English.

The above provisions do not prevent either party from submitting a definite and payable claim to a court or other authority of competent jurisdiction.