



# GENERAL PROVISIONS

## UPPDRAGS AB (KUUAB)

Karlstads universitets uppdrags AB (KUUAB) is Karlstad University's wholly owned subsidiary, founded by Karlstad University (Kau) to broker, sell, market, and administrate contracts and contract education. Its mission also includes the supply of rented equipment and lab environments. For the purposes of this mission, KUUAB has the right to enter into agreements on behalf of Kau.

## CONTRACT EDUCATION

Kau has the right to offer contract education pursuant to the ordinance (2002:760) on contract education at higher education institutions. Contract education is a tool to further skills development for professionals, where the employer funds the course. Contract education may also be offered for reasons related to the labour market or aid policy. Contract education may not be purchased by individuals or sole traders.

Employee participation in contract education is subject to the approval of the employer (Client). If the Client is a company, the education must be relevant to the company's business. The Client decides which employees (Participants) may participate in contract education. Contract education participants are exempt from general entry requirements for university studies. For contract education to yield higher education credits, there must be an established course syllabus and the Participant must pass the relevant exam.

Contract education participants are not considered students and are not covered by the Higher Education Ordinance. Participants do not have the right to study guidance or student health services. Study leave will not be approved, and participants are not eligible for student finance.

## 1. DEFINITIONS

**Agreement:** binding agreement between Kau/KUUAB and the Client pursuant to paragraph 2.

**Participant:** a Client employee participating in a course, or person participating in a course for reasons related to the labour market or aid policy.

**Principal agreement:** quote, order, agreement, or course registration.

**Client:** commissioner/purchaser of contract education or other types of assignments.

**Parties:** Client and Kau through KUUAB.

**Tailor-made course:** a course that is designed and adapted according to Client specifications.

**Assignment:** education or rental as stated above

**Open course:** a standard course set-up, marketed and offered by KUUAB.

## 2. VALIDITY

2.1 These General Provisions are applied unless otherwise stated in the Principal Agreement or in a separate arrangement with Kau. Such an arrangement must be formalised in writing, signed by authorised representatives of both Parties, and be attached to the Principal Agreement to be binding.

2.2 An Agreement is considered to become binding;

- **Open course:** when registration confirmation has been sent from KUUAB to participants.
- **Tailor-made course and other assignments:** when Client acceptance reaches KUUAB via the KUUAB order form or upon both Parties' signature of the Principal Agreement.

2.3 No rights or obligations as stated in the signed Agreement may be transferred without the written consent of an authorised KUUAB representative.

## 3. THE ASSIGNMENT IN PRACTICE

3.1 Kau must ensure that the assignment is carried out in a professional manner pursuant to the ordinance (2002:760) on contract education at higher education institutions.

3.2 The Client must ensure that Participants possess the prior knowledge and skills required to benefit from the course.

3.3 Kau may replace staff members with other staff members of equal skill sets, when necessary. Kau has the right to hire sub-consultants to carry out parts of the assignments.

3.4 Kau reserves the right to cancel or change the time and/or location of an assignment, for instance if a lecturer becomes indisposed or the number of participants is too low.

3.5 If a cancellation or changed time and/or location causes a Participant to deregister, Kau is to return any course fees already received. No further compensation will be offered.

3.6 Significant changes to a tailor-made assignment require a written agreement signed by both Parties. Kau is entitled to reasonable compensation for any additional expenses.

3.7 In distance assignments, the Client must ensure the bit rate and technical equipment are sufficient to allow the participants to benefit from the course.

3.8 One exam is included in the listed price. For any further exams, a fee is negotiated with the Client based on the character of the exam. However, a Participant can never take more exams than is stated in the course syllabus or Kau's general examination provisions.

## 4. PAYMENT

4.1 Invoices must be paid within thirty (30) days of the date of the invoice. Output taxes and other statutory contributions may be added.

4.2 If payment is not made within the deadline, Kau has the right to charge interest pursuant to the Interest Act (1975:635).

## 5. CANCELLATION

- 5.1
- **Open course:** upon cancellations made up to six (6) weeks prior to the start of the course, 50% of the fee will be charged. Upon cancellations made later than six (6) weeks prior to the start of the course, the fee will be charged in full.
  - **Tailor-made courses and other assignments totalling less than one price base amount:** upon cancellations up to six (6) weeks prior to the start of the course/assignment, 50% of the fee will be charged. Upon cancellations made later than six (6) weeks prior to the start of the course/assignment, the fee will be charged in full.
  - **Tailor-made courses and other assignments totalling more than one price base amount** Upon cancellation, the fee will be charged in full.
- 5.2 Cancellation must be done in writing to KUUAB.
- 5.3 KUUAB is entitled to reasonable compensation for any costs related to tailor-made courses incurred prior to cancellation.

## 6. PARTICIPANT REPLACEMENT

- 6.1 If the Client notifies Kau that a Participant has become indisposed, the Client may replace that person prior to the course starting, with another participant deemed by the Client to be equally capable of passing the course.

## 7. SPECIAL ASSISTANCE

- 7.1 Participants in need of special assistance due to a disability or literacy issues can receive such assistance if the need is pointed out at least six (6) weeks prior to the course starting. The Client will pay any and all related expenses.

## 8. LIABILITY FOR DAMAGES

- 8.1 Kau is only liable for property damage caused by the Participant if it is proven that the damage in question is the result of unequivocally faulty instructions or a lack of instruction from Kau staff.
- 8.2 Any Client rights to indemnity or other compensation as a result of property damage or personal injury is null and void unless a claim for compensation is made in writing to the Kau registrar (registrator@kau.se) without delay and never more than three (3) months after the damage was discovered or should have been discovered.
- 8.3 It falls on the Client to ensure that the Participant is covered by relevant insurance, including insurance against accidents at work, throughout the assignment.

## 9. COMPLAINTS AND LIABILITY

- 9.1 Complaints must be filed without delay and never more than thirty (30) days after the issue was discovered or should have been discovered. Complaints must be filed in writing to KUUAB and contain a description of the issue.
- 9.2 In the event of a complaint, Kau must wherever possible take action to rectify the issue. If the issue is rectified within a reasonable timeframe, no demand for reimbursement, price reduction, compensation, or similar may be directed at Kau or KUUAB. If the issue is possible to rectify but is not rectified within a reasonable timeframe, the Client is entitled to a price reduction that is fair with regard to the nature of the issue.
- 9.3 Kau's liability is limited to paragraphs 8.1. 8.2., except in cases of gross negligence. Kau and KUUAB are not liable for other issues including but not limited to loss of profit, loss of production, injury to a third party, subsequent damages, or other pecuniary damage. The

total liability of Kau and KUUAB is limited and can never amount to more than the agreed upon fee for the assignment, at the most SEK 1,000,000.

## 10. DISCIPLINARY MEASURES

- 10.1 In any course that includes an exam, Kau applies the Higher Education Ordinance (1993:100) rules regarding disciplinary measures (Chapter 10). Any and all expenses incurred by an investigation will be paid by the Client. Upon a conviction by the University disciplinary board, the Participant's right to complete the course is voided.

## 11. TERMINATION OF AN AGREEMENT

- 11.1 In the case of a material breach of contract from Kau's side, the Agreement may be terminated provided a complaint has been filed pursuant to paragraph 8 and Kau has been given sufficient time to correct the possible breach of contract.
- 11.2 If the Client wants to terminate the agreement, a notice of termination must be sent to KUUAB, stating why the Agreement will be terminated/explaining the particulars regarding the material breach of contract.
- 11.3 Kau may terminate the agreement with immediate effect if:
- There are significant changes in ownership of the Client or the Client's business.
  - The Client is insolvent, has cancelled payments, become subject to debt restructuring, has entered composition proceedings, or entered into liquidation.
  - The Client is in material breach of contract.

In such terminations, Kau may reclaim any and all material delivered to the Client and any and all copies.

## 12. INTELLECTUAL PROPERTY

- 12.1 All intellectual property included in the agreement belongs to Kau unless other arrangements have been made in writing between the Parties. The Client is aware that infringement on these rights may lead to legal penalties.

## 13. PERSONAL DATA

- 13.1 Kau is the controller of personal data processed in University operations. To carry out the agreed-upon Assignment, KUUAB handles personal data at the request of Kau.
- For more information on how personal data is used and to find contact information, go to [www.kau.se/uppdragutbildning](http://www.kau.se/uppdragutbildning)

## 14. DISPUTE SETTLEMENT

- 14.1 The Parties must first make an effort to reach an agreement. Disputes regarding the interpretation or application of these provisions or other Agreements between the Parties and thereto connected legal relationships shall be settled in the general court, where the Värmland district court is the first instance. If the client is a government agency, the dispute should instead be settled through negotiations between the agency directors.

## 15. GROUNDS FOR EXEMPTION

- 15.1 If any of the Parties' commitments pursuant to the Agreement are impeded or obstructed by circumstances beyond the Parties' control, this is considered grounds for exemption, which allows for a delay and exemption from compensation payment. If the completion of the Agreement is materially hindered for more than six (6) months because of the circumstances mentioned above, both Parties are entitled to terminate the agreement in writing without having to pay damages