

Chapter 13

The Academic Contract: From “Simply a Metaphor” to Technology

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Introduction

“When it comes to higher education, these are these global trends,” says the middle-aged woman at the podium while pointing to a large screen. The audience, in which one of us, Torbjörn Friberg, is present, reads the following:

Global trends:

- International competition – students, staff and resources
- The Global market – student fees and increased student mobility
- Flexibility of product and delivery model
- Branding and market positioning
- Strategic alliances – the right partners
- Accountability
- Increasing and diversifying income

The woman in question is a representative of the international department of a Swedish university. Her main message is to encourage the audience of teachers and researchers to become “more international” in their teaching. She reads aloud the seven points one by one, while emphasizing that opting out of these global trends is not an option. In this context, some university teachers in the audience nod their heads in approval, while others anxiously begin to squirm. The latter group, who seem critical of the trends, ask themselves if we should interpret the phenomena as a kind of marketization of higher education. After all, they argue, the picture presented of global trends would surely fit any private company in the business sector. At this

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moment, the university chancellor enters the conversation and says that there is nothing to be worried about. Nevertheless, during the break, there are some troubled voices among the colleagues. One teacher says: “We need to equip ourselves with some analytical tools in order to understand the new situation in the higher education system”.

As we shall demonstrate in this chapter, it has become quite common for supervisors to propose the idea of a contract as a tool for regulating relations between student and supervisor. Given the problematic fact that an increasing number of students attending Swedish universities lack the necessary educational requirements, such as the academic writing skills (Högskoleverket 2009: 16R), it has become commonplace in academia to resort to the use of a contract as a solution to this problem.

This became noticeable when Friberg participated in a pedagogical course on thesis supervision, held at a Swedish university. The course was a forum for discussing different issues on how to improve relations between supervisor and student. An intense discussion was held one Friday afternoon among colleagues on how to establish a contract with a student at the very first supervision meeting. When those present were asked by Friberg if the idea of a contract was preferable to a reciprocal agreement, an associate professor responded: “It is simply a metaphor”. Most of the other participants nodded their heads in approval. In spite of this, it later turned out that many of the participants of the course wrote papers on how university teachers should “establish a contract” – as a fact and not a metaphor. When Friberg asked why a contract was important, a lecturer replied that it increases the likelihood of a student finishing on time. “After all,” he said:

we live under new circumstances, where it is important to get students through the system in order to survive as a public organization. The new educational system demands that students do not hang around for too long. Promoting students means more money for the faculty.

We began this chapter with the above stories because they are striking examples of what has been described in the literature as “Academic Capitalism”, “The Entrepreneurial University” (Slaughter and Leslie 1997), “The Innovative University” (Rider 2009) or “Science-Mart” (Mirowski 2011). Such concepts all relate to the introduction and dissemination of market organizational principles into the public sector under the heading of New Public Management, with the university system as a case in point.

The purpose of this chapter is to shed light on the ontological assumptions that underlie the idea of a contract in Academic Capitalism. As we shall demonstrate, far from being “simply a metaphor”, there are now concrete examples of real contracts in Swedish universities, which we here designate “academic contracts”. We shall try to delineate under which conditions academic contracts become a necessity. In investigating the perceived function of academic contracts, we will try to answer this fundamental question: For which problem, in what conception, is signing a contract between a student and an academic teacher a solution?

By analysing four existing academic contracts from Swedish universities through the lens of a very influential economic theory of the nature and function of contracts, New Institutional Economics (NIE), we will argue that the implementation of academic contracts is totally at odds with the Humboldtian tradition and the classic university. Our contention is that the introduction of academic contracts does not facilitate, but rather undermines, the academic teaching and learning process.

Towards the end of this chapter, we will propose that our analysis, although focusing only on the micro-level of contracts, can indeed shed further critical light on the Bologna Process, based as it is upon the ideas of “constructive alignment” and “learning outcomes”.

The Four Contracts

Several policy documents in Sweden emphasize the importance of establishing a contract between the academic supervisor and the student. For this analysis, we will take four such documents, all from Swedish universities, as the starting point. The first, *Examensarbete i datavetenskap vid Uppsala universitet: Utförande, redovisning och bedömning (contract 1)*, aims at a common policy concerning examinations in computer science. This seven-page document describes explicitly the different roles of students, supervisors and examiners. On page five, we read the following:

The specification could be seen as a “contract” between student, supervisor and examiner. The document shall contain requirements, goals, modes of procedure, scheduling and demarcations for the examination (*contract 1*, Uppsala Universitet 2004).¹

The quote defines the concept of a contract between the parties involved in rather vague terms, dealing only with broad outlines rather than concrete rules. However, there are other policy documents that are more explicit.

One such document is *Examensarbete PM för studenter i Teologiska programmet (contract 2)* from The Stockholm School of Theology, which consists of 13 rules that are to be followed. We read under point three:

When the presentation of the problem is approved by the supervisor, a contract will be established between the supervisor and the student. The supervisor gives a copy of the contract to the student (*contract 2*, Stockholms Universitet 2007).

Further down, the contract states the following:

Time of presentation of the thesis: Scheduling is to be made in consultation with teachers who teach the methodology course. The student is responsible for ensuring that the thesis is printed and distributed to the opponent, examiner(s), students concerned and to the library one week before the scheduled day of presentation (*contract 2*, Stockholms Universitet 2007).

¹ All translations from Swedish original into English are by the authors of this chapter.

In contrast to *contract 1*, *contract 2* explicitly establishes “a contract” between the two parties involved. However, it does not explicitly explain the content of such a contract. We can turn to the Bachelor Programme in Nursing at Malmö University (*contract 3*) to find a ready-made contract. This contract lists six codes of conduct as regards group tutoring of papers:

I commit to:

- Letting the person talking finish without being interrupted by irrelevant questions.
- When a participant speaks, I will take her/him seriously.
- When a participant speaks, I will listen without preparing my own point of view. I will do this when the person has finished.
- It is permissible to be verbally passive, but I will not position myself as an outsider and silently demonstrate that I am bored. When the group has decided to discuss an issue, I have committed myself to participate.
- None of the participants has the exclusive right to the only correct solution to a problem. Disagreement is important and instructive.
- To be bound by professional confidentiality (*contract 3*, Malmö högskola 2007).

The commitments listed apply to both students and supervisors. The contract, which is to be signed by the student, also includes written expectations that the supervisor should structure the supervision, in tandem with assisting the progress of the student’s work.

We find another explicit contract in The Institute of Public Health Science, Stockholm University (*contract 4*), which calls for:

A written contract that regulates the contact between supervisor and student in order to facilitate work and avoid misunderstandings. The following must be a part of the agreement:

- Timetable for paper (dividing the work into phases or sections and writing down when every phase is to be finished).
- Dates and times for planned meetings and the purpose of these meetings (i.e. when each of the phases listed above are finished).
- Forms so that the student can continuously inform the supervisor about the progress of the paper.
- For how many hours is the supervisor available during the writing process (one hour a week)?
- Agreement as to whether the supervisor is allowed to use the student’s data and, if so, in what way (*contract 4*, Stockholms Universitet 2003).

Before bringing to light the hidden (non-transparent), implicit ontological assumptions that we argue underlie the four academic contracts, we will first provide a brief overview of some fundamental concepts of the new institutional theory of contracts, suitable for the purpose at hand of analysing the above-mentioned contracts. Then we hope to demonstrate that what, at first, seems to be a rather innocent move of trying to enhance and facilitate the learning process in fact threatens the whole fabric of relations between student and university teacher.

The Ontology of Contracts: Through the Lens of NIE

From the late 1960s and onwards and with great proliferation in the 1970s and 1980s, mainstream economics turned towards analysing the institutions and organizations of capitalism using certain new conceptual tools. In what has subsequently become known as “property-rights theory”, “transaction cost economics”, “law and economics” and so on, a body of work has established itself under the heading of New Institutional Economics (NIE) as perhaps *the* economic analysis of the day – at the latest when the Nobel Prize in Economics was awarded to three of its chief exponents: Ronald Coase, Douglass North and Oliver Williamson.²

Although we will take NIE as the analytical point of departure here, it is not because it is the only theory of contracts and definitely not because we agree with it.³ Rather, we will argue along the lines of Ben Fine and Dimitris Milonakis (2009) that NIE is a “revolutionary” form of “economics imperialism” – the attempt of economists to colonize other social sciences.⁴ Furthermore, we argue that it is these very same concerns and analyses revealed implicitly or explicitly in NIE that have in practice been used to transform and colonize the public sector, including higher education under Academic Capitalism, via managerial market principles, that is, New Public Management.⁵

Notwithstanding some important differences in analysis of various exponents of NIE, there are certain common denominators and concerns that stand out. All of these point to the centrality of the (labour) contract in the analysis of *The Economic Institutions of Capitalism*, the title of Williamson (1985).

The main achievement of NIE in relation to neoclassical economics is the proposition that exchange is not smooth and “spontaneous” but instead problematic. The reason for this, argue new institutionalists, is that exchange is “costly”. For exchange to take place, certain “transaction costs” – “the underlying costs of exchange” (North 1989: 661) – must first be overcome and successfully overcoming these costs, “friction” in Williamson’s (1985: 18) telling analogy, is the prerequisite for the transaction.

The actual presence of transaction costs, pointing to the necessity of contracts, hence presupposes a specific ontology of the (economic) world. This ontology has two building blocks as its starting point. (i) The first is the presence of “ubiquitous”

² For exposés and definitions of NIE, see, for example, Eggertsson (1990); Furubotn and Richter (1997).

³ Ankarloo’s PhD thesis forms a critique of New Institutional Economics. For concise summaries of the foundations of this critique, see Ankarloo (2002); Ankarloo and Palermo (2004).

⁴ See, for example, Williamson (1985: 16): “[Transaction cost economics] applies to the study of economic organizations of all kinds” or Barzel (1989: 98–99): “The property rights approach applies to all human behaviour and all human institutions”.

⁵ For general overviews of New Public Management concerning Sweden, see Almqvist (2006), Hasselbladh et al. (2008) and Christensen et al. (2005).

uncertainty, that is, lack of transparency both in the environment of decision-making and in social relations to the other parties involved in the exchange. The latter arises from the possibility of distortions, misconceptions and misunderstanding of information due to the different cognitive and interpretative schemes of the actors involved in the transaction. (ii) The second is “bounded rationality” in human action, a concept initially associated with Herbert Simon, denoting the real limitations of rational decision-making in light of the limitations of the computational capacities of the human brain, and the time constraints to any one agent’s decision-making process.

The presence of the two above-mentioned characteristics of human action invokes *ex ante* transaction costs of exchange, in terms of “search and information costs”. Moreover, there are “bargaining and decision costs”, associated with the negotiating process, which derive from the – again “ubiquitous” – uncertainty of the exact delineation and assignment of the property rights over the assets to be exchanged. Lastly, there are *ex post* costs, “monitoring” and “enforcement” costs, “/.../ to see that [the other party’s] obligations are carried out as determined by the terms of contract, and of enforcing the arrangement reached”, as Dahlman (1979: 148) phrased it. Another exponent states: “The fundamental idea of transaction costs is that they consist of the costs of arranging a contract *ex ante* and monitoring it and enforcing it *ex post* /.../” (Matthews, quoted from Eggertsson 1990: 14).

The most organic attempt in NIE to conceive the ontology of the requirement of having a contract is to be found in the works of Oliver Williamson. His theory added individual “opportunism”, defined as “self-interest seeking with guile” (Williamson 1985: 47), to the ontological conception of “bounded rationality” and viewed this of utmost importance. In his own words:

/.../ [O]pportunism refers to the incomplete or distorted disclosure of information, especially the calculated efforts to mislead, distort, disguise, obfuscate or otherwise confuse. It is responsible for real or contrived conditions of information asymmetry, which vastly complicate problems of economic organization (Williamson 1985: 47–48).

One cannot overemphasize the importance of opportunism in the conception promoted, especially in Williamson’s theory, when he says: “Note, moreover, that /.../ conflict and haggling /.../ will never appear in opportunism-free groups /.../” (Williamson 1999, quoted from Hodgson 2004: 403).⁶

There is of course much more to NIE than has been accounted for here, not least since the publication of the classic article *The Nature of the Firm* (Coase 1937); a new institutionalists’ main concern has been to explain the nature and boundaries of the firm (hierarchy) in relation to the market (nonhierarchy). However, for our purposes, the ontological foundation of both the market (the exchange of goods) and firm hierarchy (the labour contract) is the same in that they both point to the centrality of a contract. Williamson (1985, Ch. 2), hence, replaces “the economic man” of mainstream economics with “the contractual man”, and Steven S. Cheung (1983) talks of “the contractual nature of the firm”. Cheung (1992: 56) explains: “/.../ almost every

⁶The necessity of “opportunism” in explaining the firm (labour contract) has been questioned. For critiques of Williamson in this regard, see Hodgson (2004); Love (2010).

individual in our society is a contractor or a sub-contractor, or sub-sub-contractor, and we all compete /.../”.

Based on the summary so far, we can summarize the ontology that necessitates a contract:

1. The social relation is defined as an exchange relation of property rights between separated (atomistic) individuals.
2. There is uncertainty – asymmetric information and transaction costs – that entails the presence of...
3. ... bounded rationality in human action.
4. Individuals are (at least for the purpose here) “opportunists”, free-riders or “shirkers”.⁷
5. The starting point of exchange is therefore two opposing parties who meet in a situation of mutual distrust.

The combination of statements 1–5 points to the necessity of a contract for overcoming these constraints. We now turn to the role and function of this contract.

The Contract Solution

The NIE concept of the role and function of a contract is “to reduce transaction costs”. Successful contracts overcome the “frictions” that are obstacles to exchange by translating the initial mutual distrust of the opposing parties into trust and the realization of the mutual gains as part of an exchange, the cornerstone of the economist’s conception of market capitalism.⁸ As mentioned above, in NIE and most specifically in Williamson’s case, the main focus is to explain which “governance structure” is most suited for carrying out economic transactions – the market or (firm) hierarchy – based on their respective efficiency in lowering transaction costs.⁹ Yet since the question of the most efficient governance structure need not concern us here, we can settle for summarizing the perceived function of contracts – no matter whether they are applied in a market or hierarchy setting.

The successful reduction of transaction costs in exchanges between the parties involved presupposes the delineation of the property rights over the assets to be exchanged.¹⁰ In simple terms, this means that before any transaction can take place,

⁷ The “shirking” explanation of the firm in NIE is associated with Alchian & Demsetz (1972). In their view the firm arises when “/.../ it is difficult to restrict *shirking* through simple market exchange between contracting inputs” (1972: 783, emphasis added).

⁸ Cf. “Transaction cost analysis /.../ is appropriate for studying the frictions in the system which may prevent the implications of received micro-theory from going through” (Williamson 1974: 1495).

⁹ See Williamson (1985: 90): “/.../choice between firm and market thus turns entirely on governance cost difference”.

¹⁰ A property right is defined as the right (a) to use, (b) to derive an income from and (c) to exchange an asset (Furubotn and Richter 1991: 6).

questions of who owns what, and under what conditions, must first be settled. At the macro-level, the definition, protection and enforcement of property rights are matters for the state.¹¹ However, on the micro-level, the delineation of the property rights is specified in a contract. This involves negotiating and bargaining the terms of the transaction as well as defining and allocating the rights and obligations of the property rights to be exchanged between the opposing parties.

A contract is efficient when it creates convergent expectations and convergent interpretations of the terms of transaction between the contracting parties. Or, in the parlance of the day, a contract should specify convergent expectations of *accountability*. In short, a successful contract achieves transparency. This facilitates exchange in that it reduces the ontological uncertainty caused by bounded rationality and hence limits the wiggle room for opportunism and shirking.

Before we proceed to analysing the academic contracts in light of the above, two more aspects of the NIE theory of contracts must be mentioned.

Firstly, successful contracting depends upon “third-party” protection and enforcement, most often by the state. A contract is a judicial document that needs to be enforced by the legal system, not least in the event of breach of contract. As we will see in the following, no such clear “third-party” enforcement is as yet in place in academic contracts.

Secondly, and more importantly, the emphasis in NIE on property-rights delineation via a contract is related to its theory of economic growth. As with standard neoclassical economic theory, NIE exponents hold the view that exchange (on the market) is the engine of *growth* and *economic development*. Thus, failure to exchange literally results in economic stagnation and decline. It is in overcoming the obstacles to exchange and the reduction of transaction costs that the contract is so vital for economic success.

The Bologna Process and the marketization of higher education in Academic Capitalism translate this notion into the importance of (higher) education as such, as the following quote from The European Commission (2012) indicates, for example:

The approach recognizes that high-quality pre-primary, primary, secondary, higher and vocational education and training are fundamental to Europe’s success. However, in a rapidly changing world, lifelong learning needs to be a priority – it is the key to employment, economic success and allowing people to participate fully in society.

Thus, a failure of the academic contract in higher education would literally constitute an obstacle to “Europe’s success”.

The same economic concerns are then transmitted to university staff. As the colleague mentioned in our initial story affirmed: “It is important to get students through the system in order to survive as a public organization /.../ Promoting students means more money for the faculty”. Therefore, the right academic contracts must be put in place.

¹¹“A theory of the state is essential because it is the state that specifies the property rights structure” (North 1981: 17).

The Academic Contracts

Departing from the account of NIE theory of contracts detailed above, we now return to the four academic contracts. In linking the general theory of contracts to academic contracts, we have used a step-by-step analysis under separate headings for expositional convenience.

Opposing Parties in Education

If we consider the matter of academic contracts more closely, we see that the parties concerned – the students and supervisors/teachers – are separate from each other from the very beginning. The operative word in *contracts 1* and *4*, under analysis here, is “between” and not “together”. This dualistic representation of the parties involved is more evident in *contract 1*, in which the examiner acts in a third party. All in all, those involved are required to show consideration for two other opposing parties when looking out for their own interests.

When it comes to *contract 3*, it seems that the different parties are even further apart from each other. In this contract, every individual actor is seen as a separate part. Each individual is understood as an atom. The situation postulated in *contract 3* is that individuals do not speak or listen together but do so separately.

In light of these facts, it is possible to argue that the contract separates and defines a group of people into atomistic and opposing parties. Having thus been separated – the academic contract of exchange becomes necessary to reunite the individuals. What has come “between” the teacher and student must, via a contract, be overcome in order to re-establish unity. We argue in this light that the academic contract turns out to be a solution to a problem that it actually created itself – the separation between the individual teacher and student.

The academic contract, like any market exchange, aspires to place student and teacher on par with each other. It does this in two aspects: on the one hand, a contract encourages the actors, now conceived of as opposing parties, to be different from one another – in their respective roles as buyers (demand) and sellers (supply) on the market. On the other, the contract forces them to be the same, due to the reduction of both parties to mere market actors. Instead of social hierarchy, based on professionally informed mutual trust, we find a horizontal relationship of equality, with opposing parties, based on uncertainty and lack of information, due to non-transparency.

Mutual Mistrust

As we have previously argued, the necessity of contracts is constituted by mutual mistrust. When it comes to *contract 1*, the opposing parties have to make the requirements, the goals, the modes of procedure, the time shared in exchange together and

so forth clear to each other, with explicit delineations. In order to make this process transparent, the contract aims to (re)establish mutual confidence. The main focus in *contract 2* is, above all, time and accountability. In these circumstances, the contract aims to specify scheduling and the student's responsibility. In relation to *contract 3*, one could argue that the presupposition is that the opposing party of the contract is unable to be quiet, is unable to not ridicule other parties, is incapable of listening, is unable to not be actively bored and aloof, is unable to not expose arrogance in expressing the right solution to a problem and is unable to be bound by professional confidentiality. *Contract 4*, for its part, presupposes that the opposing party is an aggravating circumstance and thus creates a great deal of misunderstanding.

Therefore, the role of the academic contract is to make it easier to avoid any such misunderstandings and to bind the opposing party, in this case the student, to be transparent in listening, showing interest and so on. In the same way as *contract 2*, *contract 4* aspires to determine specific points in time and a concrete timetable in order to control the writing process.

To sum up, the underlying premise of all of the academic contracts is mutual scepticism, which means the one party (implicitly or explicitly) conceives of the opposing parties as opportunists who are going to shirk and trick you if they get the opportunity. This is the main problem – in order to overcome shirking and opportunism and to turn these back into mutual trust – for which the contract creates the solution when aspiring to transparency and accountability in order to facilitate the regulation of the social relation. Furthermore, this means that the parties involved are recommended to codify openly what was previously hidden and non-codified, with the aim of moving the opposing parties beyond earlier mistrust and opportunism. Only then can successful “exchange” be achieved. It is from this point, we argue, that the contract loops back to the starting point of two opposing parties.

However, as has been noted by Haridimos Tsoukas (1997), the urge to codify and make transparent that which is tacit and hidden in professional knowledge does not engender trust. It undermines it instead. This is also why an overzealous concern for avoiding opportunism may be counterproductive. As one observer put it:

[A]s industrial studies have repeatedly shown, the presumption of innate opportunism is fatal to trust. /.../ It leads to a proliferation of control structures /.../. These create resentment and distrust among employees, who correctly perceive the controls as expressions of their employer's distrust (Jacoby 1990, quoted from Hodgson 2004: 411).

As both Tsoukas (1997) and Hodgson (2004) argue, the idea of transparency as a solution is built upon an ill-conceived empiricist, “decontextualized” view of knowledge as “objectified” (codified) information. This runs counter to the realization that in order for information to become knowledge, it has to be interpreted, that is, all knowledge is subjectively and socially contextual. Even where bits and pieces of information can be transferred “between” separate individuals, knowledge formation and generation cannot. As Tsoukas (1997) has pointed out, the larger the stream of (decontextualized) information between individuals in society, the less we actually know and understand.

The Objectification of Knowledge as Property Rights

Whereas *contracts 1* and *2* in our study contain no well-defined ownership of property rights, this is not the case in *contracts 3* and *4*.

Contract 3 stipulates that the individual owns the right to a certain level of performance. The defined ownership here is about specific “property rights” assigned to the individual: one owns the right to speak, to be taken seriously, to include individuals in conversations and to disagree. This is much in line with the property-rights theory that “human rights are simply part of a person’s property rights” (Barzel 1989: 2, footnote 3). What is regulated and controlled between the individuals in *contract 3* are literally objectified properties, like the flow of sound waves, words to be spoken by one person and listened to by others, or, as the case may be, “silence”. Even emotions such as boredom are objectified and regulated so that the contractors commit via their physical expressions to making objectively transparent that they are not displaying feelings of boredom.

In contrast to the delineated right to one’s own actions and to oneself, *contract 4* defines the right of both parties to schedule meetings. Moreover, the student has the right to know how the supervisor is going to make use of her or his results. Both academic contracts at hand, thus, define the ownership of social and intellectual property rights. The academic contract transforms certain social and intellectual aspects of human interaction into exchangeable property rights over objects. In *contract 3*, even our innermost subjective feelings, now objectified as pieces of information transformed by one’s expression, gestures and actions, are objects to be delineated and regulated between the two parties in a contract. The same goes for the information contained in a finished paper in *contract 4*.

Sanction Mechanisms

So far, the contracts analysed above have not included any explicit sanction mechanisms. In the language of NIE, there is a lack of apparent “third-party enforcement”.

However, even though no sanction mechanisms are to be found in written form, we argue, based on research and reports by ourselves and colleagues on the regulation of Swedish Higher Education by marketization and polity (Ankarloo and Friberg 2012), that there are clear signs of their existence in the social academic world.

In line with Michel Foucault’s argument of “technologies of the self”, Friberg (2012) argues that the relations between teachers and students at Swedish universities are becoming more and more subject to various policies of education (e.g. pedagogical courses, the victimization of the student role and the edicts of constructive alignment), which can be understood as regulators of both thinking and behaviour, flowing through the individual as codes of conduct. These codes of conduct underlie the constitution of “moral subjects” as they correct, evaluate and supervise their own

actions in relation to the new rules of Academic Capitalism, including, *a fortiori*, the academic contract. The sanction mechanisms at work, we argue, ought to be seen as implicit and moral. They manifest themselves in various ways – for example, by way of frustration, anxiety and disappointment – if we violate the contract. Or, as we demonstrated in the introduction, in the opposite case, in the nodding approval from both colleagues and/or university administrators that the individual teacher experiences when complying with the rules established by “the new circumstances” of Academic Capitalism, including uttering the words “we need a contract”.

The extent to which we can more fully understand the manifestation of such implicit moral sanctions is an empirical matter for future analysis and research.

Learning Outcomes in Light of the Academic Contract

Our analysis can help to shed new light on learning outcomes as a contemporary guiding pedagogical principle of education. At the analytical level, learning outcomes can be treated as yet another academic contract between students and teachers, not least since these are closely related to the obligatory course evaluations from students after the completion of a course. Student evaluation of learning outcomes, we argue, is a way of acknowledging the student’s reception of knowledge from the teacher during the course. Since the student evaluates, in written form, a teacher’s ability to effectively and speedily transfer “the knowledge object” to the student, an evaluation of the codes of conduct is made. As in academic contracts, learning outcomes and the evaluation system conceive and establish an initial mistrust between student and teacher, which must then be regulated and checked *ex post*.

In the process, the directive and regulatory functions of directors of studies, the general public and the Swedish National Agency for Higher Education are reduced to that of checking if the exchange of the knowledge object, the transfer of the property right, from the supplier (the teacher) to the demander (the student) has been efficiently executed; a process that again acts as a sanction mechanism on both teacher and student.

Conclusions

If our analysis is correct, the introduction of academic contracts in higher education does not constitute a better method of facilitating the learning process. It is not a solution. On the contrary, it entails the total redefinition of the social relation between students and teachers from one of reciprocity, based on mutual trust, to (market) exchange, based on mutual distrust.

The introduction of academic contracts entails the reduction of the process of socially contextualized knowledge into the decontextualized objectification and packaging of information as a substitute for this knowledge. The introduction of

academic contracts reformulates the goals of education in line with market principles of “growth” in terms of measurable, objectified and transparent objects of skills and information, and it reconstitutes the moral subjects of education – teachers and students – in conformity with the new requirements of Academic Capitalism. The Humboldtian ideal of idle curiosity in learning is replaced with micro-rational cost-benefit calculations. The level of maturation no longer constitutes the limits and boundaries of both teacher and student efforts but is instead done by the delineations of contract. Whereas learning more requires the increasing *assumption* of one’s own responsibility, the academic contract risks promoting conduct from both teachers and students that aims at *transferring* responsibility to the opposing party.

With the objectification of knowledge into property rights over assets, students are no longer conditioned to cultivate knowledge but to demand it from the teachers who “have” it. Equally, the teachers are therefore no longer required to *apply* their acquired knowledge in teaching but to *supply* it.

Hence, in the contractual scheme of exchange, academic knowledge is not so much a matter of cultivation and maturation as a matter of transaction and levelling. The reality of academic contracts risks cultivating the idea among both students and teachers that a failure to generate knowledge in teaching and learning can be reduced to a failure of the contract and not the inability of students and teachers to cultivate knowledge.

The results of student efforts in terms of tests and papers are therefore increasingly transformed from matters of *re-examination* to matters of *renegotiation* of the terms of contract. It demands rewriting – but not of exams and papers, but of contracts.

In the final analysis, professional academic knowledge is something that must be *hard-won* by the individual as a process of *maturation*. In this light, the very idea of “making it easier” for students to pass through the system, via academic contracts, is counterproductive. With the increased application of such educational principles, both students and teachers in the contractual world of Academic Capitalism are, instead, embarking on a journey of increasing infantilization.

In the most literal sense, this entails, not progression in higher education, but regression.

References

- Alchian, A. A., & Demsetz, H. (1972). Production, information costs, and economic organization. *American Economic Review*, 62, 777–795.
- Almqvist, R. (2006). *New public management – om konkurrensstättning, kontrakt och kontroll*. Malmö: Liber.
- Ankarloo, D. (2002). New institutional economics and economic history. *Capital & Class*, 78, 9–36.
- Ankarloo, D., & Friberg, T. (2012). *Den högre utbildningen – ett fält av marknad och politik*. Möklinta: Gidlunds förlag.
- Ankarloo, D., & Palermo, G. (2004). Anti-Williamson: A Marxian critique of new institutional economics. *Cambridge Journal of Economics*, 28, 413–429.
- Barzel, Y. (1989). *Economic analysis of property rights*. Cambridge: Cambridge University Press.

- Cheung, S. N. S. (1983). The contractual nature of the firm. *Journal of Law and Economics*, 26(1), 1–22.
- Cheung, S. N. S. (1992). On the new institutional economics. In H. Wijkander & L. Werin (Eds.), *Contract economics*. Oxford: Basil Blackwell.
- Christensen, T., Læg Reid, P., Roness, P. G., & Røvik, K. A. (2005). *Organisationsteori för offentlig sektor*. Malmö: Liber.
- Coase, R. H. (1937). The nature of the firm. *Economica*, 4, 386–405.
- Dahlman, C. J. (1979). The problem of externality. *Journal of Law and Economics*, 22(1), 141–162.
- Eggertsson, T. (1990). *Economic behaviour and institutions*. Cambridge: Cambridge University Press.
- European Commission, Educating & Training (2012). *Strategic framework for education and training*. http://ec.europa.eu/education/lifelong-learning-policy/doc28_en.htm. Accessed 10 Jan 2012.
- Fine, B., & Milonakis, D. (2009). *From economics imperialism to freakonomics*. London/New York: Routledge.
- Friberg, T. (2012). Akademiska subjekt och politisk-ekonomiska processer. In: *Den högre utbildningen – ett fält av marknad och politik*. Möklinta: Gidlunds förlag.
- Furubotn, E. G., & Richter, R. (1991). The new institutional economics: An assessment. In E. G. Furubotn & R. Richter (Eds.), *The New institutional economics*. College Station: Texas A & M University Press.
- Furubotn, E. G., & Richter, R. (1997). *Institutions and economic theory: The contribution of the new institutional economics*. Ann Arbor: University of Michigan Press.
- Hasselbladh, H., Bejerot, E., & Gustafsson, R. Å. (2008). *Bortom new public management: institutionell transformation i svensk sjukvård*. Lund: Academia adacta.
- Hodgson, G. M. (2004). Opportunism is not the only reason why firms exist: Why an explanatory emphasis on opportunism may mislead management strategy. *Industrial and Corporate Change*, 13(2), 401–418.
- Högskoleverket. (2009:16R). *Förkunskap och krav i högre utbildning*. Stockholm: Högskoleverket.
- Love, J. H. (2010). Opportunism, hold-up and the (contractual) theory of the firm. *Journal of Institutional and Theoretical Economics*, 166(3), 479–501.
- Malmö högskola. (2007). *Studiehandledning omvårdnadshandledning inom sjuksköterskeprogrammet*. www.mah.se/upload/_upload/studiehandledning%20omv.handl.%20070108.pdf. Accessed 3 Mar 2008.
- Mirowski, P. (2011). *Science-mart: Privatizing American science*. Cambridge: Harvard University Press.
- North, D. C. (1981). *Structure and change in economic history*. New York: Norton.
- North, D. C. (1989). A transaction cost approach to the historical development of politics and economies. *Journal of Institutional and Theoretical Economics*, 145, 661–668.
- Rider, S. (2009). The future of the European university: Liberal democracy or authoritarian capitalism? *Culture Unbound*, 1, 83–104.
- Slaughter, S., & Leslie, L. L. (1997). *Academic capitalism: Politics, policies, and the entrepreneurial university*. Baltimore: The Johns Hopkins University Press.
- Stockholms universitet. (2003). *Varför skriva uppsats?*. Stockholm: Stockholms universitet, Institutionen för folkhälsovetenskap. http://courses.ki.se/utbildningsprogram/Folkhalsovetenskap/termin_4/FHVD01/filarkiv/uppsatskurs20p4.pdf. Accessed 3 Mar 2008.
- Stockholms universitet. (2007). *Examensarbete, PM för studenter i Teologiska programmet*. Stockholm: Teologiska högskolan. http://www.ths.se/site/images/stories/Studentinformation/examensarbete_pm_for_studenter_.pdf. Accessed 3 Mar 2008.
- Tsoukas, H. (1997). The tyranny of light: The temptations and the paradoxes of the information society. *Futures*, 29(9), 827–843.
- Uppsala universitet. (2004). *Examensarbete i datavetenskap vid Uppsala universitet: Utförande, redovisning och bedömning*. Uppsala: Uppsala universitet, Institutionen för informationsteknologi. <http://www.it.uu.se/edu/exjobb/csd-before-2004/exjobb-pm.shtml>. Accessed 3 Mar 2008.
- Williamson, O. E. (1974). The economics of anti-trust: Transaction cost considerations. *University of Pennsylvania Law Review*, 126(6), 1439–1496.
- Williamson, O. E. (1985). *The economic institutions of capitalism*. New York: Free Press.