

# **Education and Examination Regulations**

**2023/2024 Academic Year**

This English translation is strictly for reference and cannot be used for legal purposes.  
In the event of discrepancies in interpretation, the Dutch text will be binding.

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## 1 INTRODUCTION

The Education and Examination Regulations stem from the statutory regulations applicable to higher education. These rules, determined by decree, are included in the Higher Education Codex.

The [Course Catalogue](#) for the degree programme, including the ECTS sheets, forms an integral part of the Education and Examination Regulations. The Course Catalogue is drawn up in the teaching language of the degree programme and is binding. Relevant programme-specific information is advertised on the Learning Management System, i.e. Canvas, and/or on the Student Portal.

By enrolling, students accept and agree to abide by the Education and Examination Regulations, which describe their rights and obligations. The Education and Examination Regulations can be viewed on the university college's website. Students can also request a hard copy.

The Education and Examination Regulations may be amended over the course of the academic year to bring them in line with any changes in the rules determined by decree. The Director of Education submits these amendments and discusses them at the next meeting of the KdG Student Council and the Academic Council. The Faculty Director, responsible for the degree programme, can change the [Course Catalogue](#) during the academic year. He shall inform students of any changes as quickly and appropriately as possible.

For the sake of simplicity, all references in these regulations to persons or jobs apply to both women and men. Students can find a glossary on the [Student Portal](#).

## 2 ADMISSION REQUIREMENTS

Prospective students wishing to enrol in a Short-Cycle Tertiary Education Programme or a Bachelor's or Master's degree programme at the university college must fulfil a number of requirements. They must have the appropriate qualifications, be proficient in the teaching language and, in case of a Bachelor's or Master's programme, have enough credits in their learning account. The admission requirements for the Pre-Master's Programmes and Postgraduate Conversion programmes, the Postgraduate, Advanced Bachelor's and Advanced Master's programmes can be found in the [Course Catalogue](#).

### 2.1 General Admission Requirements

#### *Art. 1: Diploma Requirements*

##### ■ Short-Cycle Tertiary Education Programmes

In order to enrol in a Short-Cycle Tertiary Education Programme, a prospective student is expected to have complied with the compulsory education and the diploma requirement.

The following Flemish certificates, diplomas or degrees meet the diploma requirement:

- Certificate of Upper Secondary Education, obtained at least three years ago
- Diploma of secondary education
- Certificate of former Secondary Education for Social Promotion (a form of adult education) of at least 900 programme hours
- Certificate of Secondary Adult Education of at least 900 programme hours
- Diploma of former Higher Education for Social Promotion (a form of adult education)
- Certificate of Short-Cycle Tertiary Education Programme (European Qualifications Framework Level 5)
- Diploma of Short-Cycle Tertiary Education Programme (European Qualifications Framework Level 5)
- Diploma of Short-Cycle Higher Education with full curriculum
- Bachelor's or Master's degree

The following foreign qualifications also meet this requirement:

- Dutch VWO (pre-university education) diploma
- Dutch MBO4 (secondary vocational education) diploma
- Dutch HAVO (senior general secondary education) diploma
- Successfully completed Dutch propaedeutic year (first year of a degree programme)
- International Bacculaureate
- European Bacculaureate



Prospective students who have obtained another foreign qualification which is recognised as equivalent to the above-mentioned qualifications or which grants access to higher education in the issuing country, should send an e-mail regarding this to [admission@kdg.be](mailto:admission@kdg.be). After investigation, the Director of Education shall decide on the request within a reasonable timeframe following submission of the complete application.

#### ■ Bachelor's Degree Programmes

In order to enrol in a Bachelor's degree programme, a prospective student must have at least a Diploma of Secondary Education.

The following Flemish qualifications meet the diploma requirement:

- Flemish Secondary Education Diploma
- Flemish Diploma of Short-Cycle Higher Education with full curriculum
- Flemish diploma of former Higher Education for Social Promotion - with the exception of a certificate of pedagogical aptitude (Getuigschrift Pedagogische Bekwaamheid, GPB)
- A diploma/certificate issued in the Short-Cycle Tertiary Education Programme (European Qualifications Framework Level 5) (HBO5)

The following foreign qualifications also meet this requirement:

- Dutch VWO (Pre-University Education) diploma
- Dutch MBO4 (Senior Secondary Vocational Education 4) diploma (only provides access to a professional Bachelor's programme or a bachelor of Education)
- Successfully completed Dutch propaedeutic year (first year of a degree programme)
- International Baccalaureate
- European Baccalaureate

Prospective students who have obtained another foreign qualification that grants access to a similar Bachelor's degree programme in the issuing country should send an e-mail to [admission@kdg.be](mailto:admission@kdg.be). After investigation, Director of Education shall decide on the request within a reasonable timeframe following submission of the complete application.

#### ■ Master's Degree Programmes

Prospective students with an academic Bachelor's degree can enrol in a Master's programme. Admission to a Master's programme is constrained to students with a degree from a specific academic Bachelor's programme. For each Master's programme, the [Course Catalogue](#) indicates at least one academic Bachelor's degree as a general admission requirement.

Prospective students who obtained a Bachelor's degree outside of Flanders should send an e-mail to [admission@kdg.be](mailto:admission@kdg.be). After investigation, the Director of Education shall decide on these applications within a reasonable timeframe following submission of the complete application. Any student who does not agree with the university college's decision can lodge an internal appeal ([Art. 72](#)).

### Art. 2: Language Requirements

Prospective students enrolling for the first time are required to demonstrate a certain level of proficiency according to the [Common European Framework of Reference for Languages](#).

Language requirements for Dutch-taught programmes:

Short-Cycle Tertiary Education Programme	Bachelor's	Master's
B2	B2	B2

For Dutch-taught programmes these language requirements are met if prospective students:

- have completed at least one year of Dutch-taught secondary education, regardless of the year of study
- have been awarded at least 60 credits in Dutch-taught higher education

In all other cases, prospective students must prove their proficiency in Dutch. More information about the procedure can be found on the [university college's website](#).

The language requirements for the English-taught Bachelor's programmes are explained in the enrolment guidelines for these programmes. The relevant guidelines can be consulted on the [university college's website](#).

### Art. 3: Learning Account

On the [university college's website](#) and the [website of Education in Flanders](#) (in Dutch only), students can find information about the learning account and a few examples.

The learning account applies to:

- initial Bachelor's and Master's programmes (diploma contract)
- one or more course units (credit contract)

The learning account does not apply to:

- Bachelors of Education, if the student already holds a Bachelor's degree
- Short-Cycle Tertiary Education Programmes
- exam contracts
- postgraduate programmes
- Pre-Master's Programmes and Postgraduate Conversion Programmes
- Advanced Bachelor's programmes
- Advanced Master's programmes
- credit transfers

Students cannot use more credits in their study track than the number of credits in their learning account. Students who nevertheless wish to use more credits can invoke the rules concerning exceptions in [Art. 9](#).

#### *Art. 4: Learning Account and Force Majeure*

Students who lose credits in their learning account as a result of force majeure can appeal to the Council for Disputes Concerning Academic Progression and Award Decisions ([Request for restitution of learning account in case of force majeure – for students \(vlaanderen.be\)](#)) which can restore the credits for the course units in question if the student meets the conditions for this.

## **2.2 Special Admission Requirements**

#### *Art. 5: Additional admission requirement for Postgraduate Certificates in Education and Bachelors of Education*

##### ■ Postgraduate Certificate in Education

Prospective students who wish to enrol in the Postgraduate Certificate in Education must, in addition to satisfying the general admission requirements, prove that they have at least three years of relevant experience in the technical or practical subject for which the student wishes to acquire a teaching qualification.

##### ■ Bachelors of Education

In addition to meeting the general admission requirements, prospective students wishing to enrol for the first time in a Bachelor of Education; Pre School, Primary and Secondary Education must also take an entrance test.

Prospective students must prove that they have taken this entrance test with the proof of participation, which they receive after having taken the test. The proof of participation must be valid for the academic year in which the prospective student wishes to enrol in the programme.

Prospective students must prove they are exempted from the entrance test by submitting a certificate of exemption (electronic certificate of exemption).

Students who wish to enrol in a Bachelor of Education without being able to submit proof of participation in the entrance test may only be enrolled under the binding condition that they must submit the certificate of participation or exemption.

Prospective students must submit the certificate of participation or - in case of exemption - the certificate of exemption digitally to [starttoets@kdg.be](mailto:starttoets@kdg.be) no later than the last Friday before autumn break (receipt by KdG before 12 pm) or no later than 1 March (receipt by KdG before 12 pm) if they sat the entrance test in February.

If the prospective student does not submit the certificate of participation or exemption before this deadline, the university college will cancel their registration.

Prospective students who fail to obtain the set minimum result(s) for this entrance test or part of this entrance test will be required to follow a compulsory remediation programme (a series of online exercises that they must complete prior and during their programme).

Students can find the regulations that apply to the entrance test on the [VLHORA website](#).

(The procedure is only available in Dutch. Contact the Study Career Counsellor of your degree programme if you need more information)

#### *Art. 6: Additional Admission Requirements for St Lucas School of Arts Antwerp*

The Bachelor's programmes, Postgraduate Conversion Programmes and Pre-Master's Programmes at St Lucas School of Arts Antwerp have an art aptitude test, in addition to the general admission requirements. Prospective students can find information about the art aptitude test on the [website of St Lucas School of Arts Antwerp](#).

The Faculty Director forms a committee for this purpose, which includes at least two staff members and one external expert. The committee determines which candidates are admitted.

## **2.3 Exceptional Admission Requirements**

### *Art. 7: Exceptional Admissions Procedure*

#### ■ Short-Cycle Tertiary Education Programme

Even if prospective students do not meet the diploma/degree admission requirement, they may enrol in a Short-Cycle Tertiary Education Programme provided they pass the exceptional admission.

The regulations and procedure are available on this website:

<https://www.toelatingsonderzoek.be/> (The procedure is only available in Dutch. Contact the Study Career Counsellor of your degree programme if you need more information).

#### ■ Bachelor's Programmes

Any prospective student who fails to meet the diploma requirements may still be admitted to a programme through the 'exceptional admissions' procedure of the Antwerp University Association (AUHA). The regulations and procedure are available on the [website of the AUHA](#).

### *Art. 8: Enrolment in a Limited Number of Course Units*

Any prospective student who does not meet the diploma or language requirements – with the consent of the Programme Manager – can enter into a credit or exam contract once if they are eligible to do so in accordance with the Course Catalogue. The enrolment is restricted to a maximum of 10 credits.

Any prospective student who is in the final year of their secondary education or who can attain their diploma of secondary education in the course of the academic year with the Exam Board, can enter into a credit contract for a maximum of 10 credits. The Programme Manager shall decide on their study programme. The prospective candidate shall pay the tuition fee which has been determined by decree.

Deviations with respect to the maximum number of credits to be used for those students not in the final year of secondary education and equivalent students are only permitted by the Director of Education in exceptional circumstances.

#### *Art. 9: Insufficient Credits in the Learning Account*

Prospective students who do not have enough credits in their learning account to enrol must limit their study track to the available number of credits.

Prospective students may still, exceptionally, register for more credits than they have left in their learning account. In this case, they must fulfil one of the following requirements:

- They already have a Master's degree and have a learning account balance greater than or equal to 0 credits.
- They can complete their Bachelor's or Master's programme within one academic year (one-off exception) and have at least half the required credits.

Deviations with respect to the learning account which the student must have as a minimum are only permitted by the Director of Education in exceptional circumstances.

The prospective students will then pay a supplementary fee per additional credit (see [Appendix 1](#)). This is in addition to the general tuition fee.

If, during the academic year, it appears that a student no longer has sufficient credits in his learning account for the study track in which he enrolled, he will be withdrawn from the surplus credits, in accordance with [Art. 26](#). Students who nevertheless wish to use more credits can invoke the aforementioned exceptions clause.

## 3 ENROLMENT

### 3.1 Registration and Enrolment

#### *Art. 10: Registration Before Enrolment*

Prospective students must register via the [university college's website](#) before they can enrol.

#### *Art. 11: Enrolment in a Degree Programme*

Students are enrolled if they meet the admission requirements and have completed the enrolment procedure. ([Application and admission | Karel de Grote Hogeschool Antwerpen \(kdg.be\)](#))

For some courses, the student can only register up to and including a determined date. The head of the study program decides on enrolments later than the predetermined date; he can reasonably refuse or allow registration. The student will find more information in the study guide.

Students can opt for one of three contracts when they enrol:

- credit contract
- diploma contract
- exam contract

Students cannot enter into a credit contract or exam contract for all course units. They can find more information about this in the Prospectus.

#### *Art. 12: Diploma Contract*

Each academic year students enrol in a standard study track (SST) or an individual study track (IST; [Art. 16](#)).

Students who enrol in a bachelor's programme for the first time must enrol in the standard study track.

This requirement does not apply to:

- Students who may enrol in an individual study track (IST, [Art. 16](#)) based on their dossier
- Students who have already obtained a Bachelor's or Master's degree or a diploma which is recognised as equivalent

Only a diploma contract can lead to a degree.

#### *Art. 13: Credit Contract*

Students enrol in a number of course units without wishing to obtain a specific degree. They enrol in order to obtain a number of credit certificates. Students can enter into a credit contract for all course units unless otherwise specified in the Course Catalogue.

Any student who withdraws from a course unit under a credit contract will not have the credits returned to his learning account.

#### *Art. 14: Exam Contract*

Students who opt for an exam contract may not attend any teaching activities. They sit the full exams in the specified exam weeks. They should also send an e-mail to the lecturer, identifying themselves as exam contract students. Students are entitled to one contact moment with the lecturer to ask for additional information about the content of the course unit and the examination. In case of an alternative form of assessment for exam contract students, the lecturer will inform the student after announcement. This information shall replace the assessment information as described in the [Course Catalogue](#). In addition, exam contract students have access to the Learning Management System and can also find information about their course units in the [Course Catalogue](#). Students do not spend learning account credits on course units taken under exam contract.

Students can enter into an exam contract to obtain a degree or credit certificate.

Students can enter into an exam contract for all course units unless otherwise specified in the [Course Catalogue](#). Entry into an exam contract for the current academic year is possible up to and until the final working day of June.

#### *Art. 15: Course prerequisites*

For Short-Cycle Tertiary Education Programmes:

The rules regarding course prerequisites and concordance apply to all types of contracts.

Students can find more information about this in the Prospectus.

For Bachelor's and Master's programmes:

Course prerequisites are limited to having followed a specific course unit or programme or following them concomitantly before the student can follow another course unit and take an examination, except in case of risk or security issues. In case of risk or security issues, the student must have followed the course unit or the programme in addition to having passed the course unit or programme before being able to follow the other course unit and taking an examination about it.

The rules regarding course prerequisites and concordance apply to all types of contracts.

Students can find more information about this in the Prospectus.

### *Art. 16: Composing an Individual Study Track*

Students who do not enrol in a standard study track (SST) may enrol in an individual study track (IST).

- For Short-Cycle Tertiary Education Programmes

The following shall be taken into account when composing an individual study track:

- Students who have failed to obtain a credit certificate or a condoned fail for all the course units in which they enrolled shall at least enrol in all the course units for which they failed to obtain a credit certificate or a condoned fail when re-enrolling in this programme unless they decide to change specialisation or subject.

If one of these course units is an elective course unit, the student may opt to replace it with another elective course unit.

Students may not enrol in course units with concurrent classes or face-to-face sessions.

- For Bachelor's and Master's Programmes

The following shall be taken into account when composing an individual study track:

- Students who have failed to obtain a credit certificate or a condoned fail for all the course units in which they enrolled shall at least enrol in all the course units for which they failed to obtain a credit certificate or a condoned fail when re-enrolling in this programme unless they decide to change specialisation or subject.

If one of these course units is an elective course unit, the student may opt to replace it with another elective course unit.

- A student who is subject to a binding condition ([Art. 68](#)) shall be entitled to register for at least 45 credits during the academic years to which the binding condition applies unless he does not have enough credits in his learning account and/or this is not possible due to course prerequisites.
- A student who is not subject to a binding condition and who failed to obtain a credit certificate or a condoned fail for all the course units that he took during a previous academic year is entitled to take at least 72 credits every year in this degree programme unless he does not have enough credits in his learning account and/or this is not possible due to course prerequisites.

The Programme Manager approves the composition of the individual study track on the basis of:

- the student's academic track record
- the organisational feasibility for the university college
- the limited overlap in classes and face-to-face sessions of the various course units and mandatory attendance - where applicable - for overlapping course units
- study progress measures ([Art. 68](#))
- the subject requirements of the course units and the concordance of the course units

Any student who disagrees with the Programme Manager's final decision can file an appeal in accordance with the procedure set out in [Art. 72](#).



#### *Art. 17: Concurrent Enrolment*

##### ■ Concurrent Enrolment in Different Degree Programmes

Any student who does not yet have a Bachelor's or Master's degree that grants access (directly or indirectly) to an Advanced Bachelor's, Master's or Advanced Master's programme may still be admitted to the programme. The same applies to the Postgraduate Conversion Programme or Pre-Master's Programme. The Vice-Chancellor will award the corresponding diploma only after the student has graduated from his first degree programme.

##### ■ Concurrent Enrolment Under Diploma and Credit or Exam Contract

Students may combine several contract types within one or more degree programmes. If a student enters into multiple contracts during the same academic year for the same degree programme in order to obtain a diploma, the Exam Board regards these contracts as a single contract during deliberations.

### **3.2 Tuition Fee**

#### *Art. 18: Tuition Fee and Additional Costs*

Upon enrolment, students will be liable to pay a tuition fee, and possibly additional costs for specific materials and events per degree programme. Students are liable to pay the tuition fee as well as these additional costs. The university college will send the tuition fee invoice and other bills to the student's KdG e-mail address. Other invoices will equally be sent to this address.

Students enrolling for the first time will not have access to the electronic student services (e-studentservice) until they have paid their tuition fee or arranged a payment plan. They will then receive a personal university college e-mail address, and can consult the timetable, the Student Portal, E-studentservice and the Learning Management System.

Each year, the Director of Operations and transformation shall determine the tuition fee for the following academic year before the date set in the Higher Education Codex. Further information and the tuition fees can be found on the [university college's website](#) and in [Appendix 1](#).

#### *Art. 19: Non-Payment of Fees*

Students who fail to pay the tuition fees or additional costs when due, even after receiving a reminder thereto, will be suspended. They will no longer be entitled to participate in the programmes and examinations. They will no longer be able to access the administrative and IT applications.

This suspension is withdrawn only after the outstanding fees are paid. During suspension, any academic results obtained by the student will be considered non-existent and the student will not be awarded any study certificates, credit certificates or degrees.

By operation of law and without notice, students with outstanding fees incur a 50 euros administrative charge, in addition to a 10% interest rate per year on the outstanding amount, to be calculated from the date the fees became due.

### 3.3 Application for Credit Transfer

Students may be eligible to claim credit transfers for course units obtained through other professional bodies (PL; Dutch: EVC) or institutes of higher education (PQ; Dutch: EVK). The scope of a credit transfer is expressed in whole credits. It is equal to the study load of the course unit or module from which the student is exempted.

#### *Art. 20: Recognition of Prior Qualifications (PQ)*

Students or prospective students may apply for a credit transfer based on recognition of prior qualification. To request a credit transfer, (prospective) students follow the procedure as described on the [university college's website](#) and/or the [Student Portal](#). Students wishing to request a credit transfer for a course unit or module that is part of their study programme, must do so at the latest on the Census Date for this course unit or module. For course units that are not (yet) part of their study programme, (prospective) students can at all times request a credit transfer.

The Programme Manager examines whether a student qualifies for a credit transfer, by comparing the study load and content of the prior qualifications with those of the course units or modules. He can also summon the student for an interview.

If further investigation of the applicant's aptitude is necessary, the Programme Manager refers the student to the validating authorities of the Antwerp University Association (AUHA; [Art. 21](#)). He always motivates this decision.

The final, substantiated decision regarding the application for credit transfer will be sent to the (prospective) student within 28 calendar days after submission of the application, and no later than 14 calendar days after the Census Date, provided that this is organisationally feasible. If the (prospective) student applies for a credit transfer before the summer holidays, this 28-day time limit does not begin until after the summer holidays.

The student may decide to use the approved credit transfer before the first full examination attempt. Credit transfers remain valid even after they have been used. In the event that the student participates in the first examination attempt of a course unit for which a credit transfer application is still under consideration, this credit transfer is denied for the duration of the current academic year.

#### *Art. 21: Recognition of Prior Learning (PL)*

Students or prospective students may apply for a credit transfer based on prior learning. To be eligible for this type of credit transfer a proof of aptitude is required. The validating authorities of the Antwerp University Association (AUHA) issue the certificate after positive evaluation.

Students or prospective students (including foreign students) can contact the PL supervisor (Study Career Counsellor) for information about this procedure via the [Student Portal](#). A description and the cost of an PL procedure can be found on the [AUHA website](#).

#### *Art. 22: Diploma on the Basis of Proof of Aptitude Certificates*

Students put 50 euros towards the cost of awarding a diploma based on aptitude certificates.

#### *Art. 23: Appeal Against a Decision in the Context of an PL Procedure*

Appeals against a decision by the Antwerp University Association (AUHA), which issues the proof of aptitude certificates, need to be submitted in writing to the President of the AUHA (c/o Middelheimlaan 1, 2020 Antwerp) within 7 calendar days of receiving the decision.

Students can find information on the subsequent course of the appeal procedure in the PL regulations on the [AUHA website](#).

### **3.4 Individual Learning Certificate**

#### *Art. 24: Reasonable Provisions*

Reasonable provisions guarantee equal opportunities for students with specific educational needs. Thanks to such provisions, every student can participate fully in the teaching and examination activities. The Programme Manager will assess applications against four criteria: necessity, feasibility, justifiability and competence monitoring.

Students can find the procedure for requesting reasonable provisions on the [university college's website](#).

Any student who does not agree with the decision of the Programme Manager can lodge an internal appeal ([Art. 72](#)).

### **3.5 Changing or Withdrawing from a Contract**

Both adding a course unit to the contract as withdrawal from a course unit counts as a change to the content of a contract.

#### *Art. 25: Enrolment in Additional Course Units*

With the approval of the Programme Manager, students may enrol in additional course units, as long as:

- any imposed binding study progress measures permit it
- the [Course Catalogue](#) imposes no restrictions
- it is organisationally feasible
- they have sufficient credits in their learning account
- the Programme Manager believes that this will help increase their chances of academic success

If all the requirements for additional enrolment have been met, but the number of credits for which a student may register is limited by a binding study progress measure, the Programme Manager may grant an exception. In that case, however, the binding study progress measure continues to apply, which means that, in that academic year, the student must obtain credit certificates for at least 60% of the credits he is taking.

#### *Art. 26: Withdrawal From a Course Unit*

Each course unit has a Census Date. The Census Date is the last date students can drop a course unit. The Census Dates for all course units can be found via e-studentservice. In general, the following Census Dates apply:

- course units of Short-Cycle Tertiary Education Programme, Bachelor's and Master's programmes: Friday of the fourth week after the teaching activities for the course unit have started
- Exceptions may be granted for course units of Short-Cycle Tertiary Education Programmes, Bachelor's and Master's programmes that run for a full academic year: Friday of the sixth week after the teaching activities for the course unit have started

The Census Dates for postgraduate, Advanced Bachelor's, the Pre-Master's programmes and Postgraduate Conversion programmes, and Advanced Master's programmes are fixed by the Programme Manager. Students can consult these Census Dates via e-studentservice.

Students cannot withdraw from course units which they are taking again, unless in case of force majeure, or when withdrawing from the full degree programme, or when switching specialisation or subject. The student must contact the ombudsperson in that case.

Students wishing to withdraw from a course unit after the Census Date must submit a written request to the Programme Manager, who can grant an exception if the student has not yet taken all the exams during the first sitting for that course unit.

#### *Art. 27: Withdrawal From a Degree Programme*

Students may withdraw from a full degree programme at any time.

Students who withdraw from a full degree programme may not take the second sitting exams.

This withdrawal does not apply to the course units for which all the first sitting exams have already taken place. Students wishing to use the resits for one of these course units must inform the Study Career Counsellor before the start of the period for the resits.

#### *Art. 28: Changing Contract Type*

Students need the consent of the Programme Manager to change their contract type (diploma, credit or exam contract) after the Census Dates.

#### *Art. 29: Implications For The Learning Account When Changing the Student Contract*

##### ■ Diploma Contract

If a student withdraws from a course unit before the Census Date, the corresponding credits will be reimbursed to his learning account.

If a student withdraws from a course unit after the Census Date, the corresponding credits will not be reimbursed to his learning account. Withdrawal after the Census Date is only possible with the consent of the Programme Manager ([Art. 26](#)). If the student is taking extra credits, they will be deducted from his learning account.

First-time students who change their degree programme or transfer to a Short-Cycle Tertiary Education Programme after the Census Date, can still have their credits reimbursed. The recovery of used credits depends on the date of enrolment in the other degree programme and participation in the examinations of the first degree programme.

- If these students change their degree programme before 1 December, their used credits shall be restored for all the course units for which the Exam Board awarded no results.
- If they change their degree programme between 1 December and 15 March, half the credits used for all course units for which they have not sat any exams will be reimbursed.
- If they change their degree programme after 15 March, none of the credits are reimbursed.

##### ■ Credit Contract

Students withdrawing from a course unit within a credit contract will not have the credits returned to his learning account. Learning account credits are due when adding course units to a credit contract.

##### ■ Exam Contract

Students do not spend learning account credits on course units taken under exam contract.

*Art. 30: Implications for the Tuition Fee When Changing the Student Contract*

See [Appendix 1](#).

After the Census Dates, the Programme Manager can only correct proven errors. He can:

- drop course units and reimburse the credits to the learning account
- add course units on the date on which the student enrolled in the degree programme, and deduct credits from the student's learning account.

In the event of any curriculum changes, the Programme Manager can unilaterally modify a student's contract if the student is enrolled in a standard study track. By means of transitional measures, the Programme Manager makes sure any earned credits for a course unit or module are validated for the diploma.

## 4 COMMUNICATION

### *Art. 31: E-mail*

Any student who enrolls receives a personal university college's e-mail address. In all e-mail communication this e-mail address is used by the staff member and the student, thereby complying with the rules set out in [Art. 33](#) and [Art. 34](#).

### *Art. 32: Information Sessions After Enrolment*

Students enrolling for the first time can attend an information session. The Programme Manager organises these at the beginning of the academic year. Practical information and details about the content of these information sessions is advertised on the Learning Management System and/or on the Student Portal.

### *Art. 33: Notification*

The student receives official information as quickly and effectively as possible. If it is impossible to disseminate an announcement through the channels stipulated in the regulations, it is at the least posted on the notice boards.

Students are expected to daily check their e-mails, timetable, the Learning Management System and the Student Portal.

### *Art. 34: Code of Conduct for Students When Using Communication and Information Processing Resources*

#### ■ Scope

This code of conduct applies to all students. The code describes the use of all communication and information processing resources, such as the ICT infrastructure and all electronic channels through which students communicate:

- the Learning Management System
- e-mail
- networking software
- internal and external networks and databases such as the Student Portal
- stored or transmitted data
- internet

The above are hereinafter referred to as 'ICT resources'.

The code of conduct supplements the relevant legislation and [Belnet's Acceptable Use Policy](#), both of which also apply to all students.

## ■ General Guidelines

Students shall use ICT resources with care and leave all equipment in optimum condition after use. They shall report any defects and/or abuse immediately to the Student Office or the Student Information Point (hereinafter referred to as STIP). Any student who intentionally damages a device shall be liable.

Students shall use ICT resources (including the internet and e-mail) for course-related activities only. Use for commercial and/or profitable activities is not permitted.

Limited private use of ICT resources is allowed only under the following conditions:

- It happens occasionally.
- It does not disturb fellow students' studies or research.
- It does not incur any additional costs for the university college.

Students shall use ICT resources in a manner that is respectful to the university college, its partners, staff, fellow students and society in general.

Students have access to the ICT resources via a username and a secure password. These are strictly personal. Any student who relays these data to a third party shall be liable for any damage caused as a result.

## ■ Prohibited Actions

It is not permitted to:

- read e-mails or data of other users
- log on under a false name or pose as another user in any way
- falsify data
- breach security measures (or try to) or access an account, client, host, network or service in another prohibited manner
- use ICT resources in a manner inconsistent with the provisions listed in [Art. 77](#)
- use ICT resources in a way that harms the university college's network or impedes other users
- steal or copy computer software belonging to the university college

Non-exhaustive list of examples of prohibited use of ICT resources:

- damage to third parties as a result of insults, threats, harassment, obscenity or software piracy
- creation and use of ad hoc networks without permission
- breach of public order or public decency
- violation of the privacy of a third party, bullying and discrimination (including spam and racism)
- infringement of copyright or another intellectual property right, such as downloading copyrighted music or offering files to which intellectual property rights apply
- download and upload of data using file-sharing software such as Kazaa or Gnutella (unless specifically requested for the purposes of lectures)
- high network loading, without permission, for example due to file transfers or downloads
- participation in and/or download of games of chance or other games



## ■ Monitoring and Sanctions

The staff member can monitor the data kept, sent or received by students through the university college network, ensuring that students' privacy is respected.

If the staff member suspects that a student caused a computer problem, he will contact the student to rectify the problem.

If a student commits a serious breach of the code of conduct, or multiple minor breaches, the staff member imposes a precautionary measure ([Art. 79](#)) or starts a disciplinary procedure ([Art. 80](#)). Possible precautionary measures or sanctions:

- temporary or permanent limited access to ICT resources
- temporary or permanent exclusion from ICT resources
- payment of the costs incurred by the misuse
- inspection and confiscation of files and other data media of the student
- any other sanctions mentioned in [Art. 80](#)

If the misuse is a criminal offence, the student involved may be prosecuted, regardless of any claims for damages. The staff members are cooperative in the detection of these crimes. At the request of judicial authorities, the Head of ICT immediately provides log files and user data.

### *Art. 35: Personal Details*

Students must immediately inform the Student Office or STIP of any change in their personal details (such as address, telephone number, bank account number). Each year they must update their details in the My Question module in e-studentservice.

## 5 EDUCATION

### *Art. 36: Organisation of the Academic Year*

The academic year starts in week 38, with the exception of 53-week years, in which the academic year starts in week 39. Students can then view the academic calendar or annual timetable per degree programme in the Learning Management System and/or on the Student Portal.

### *Art. 37: Study Load*

The number of credits determines the study load of a course unit or module. One credit equals a study load of 25 to 30 hours.

### *Art. 38: Mandatory Attendance At Teaching Activities*

Students' attendance at one or more teaching activities may be mandatory in three situations:

- Fellow students are a vital source of learning.
- The teaching activity is formative and an equivalent substitute assignment is not possible.
- Certain objectives are evaluated during the teaching activity.

Mandatory attendance is indicated in the ECTS sheet of the course unit or module.

### *Art. 39: Absence from Mandatory Teaching Activities*

Students who are unable to attend a mandatory teaching activity must justify their absence in accordance with the established absence procedure. The procedure can also be found on the [Student Portal](#).

Students seeking an excused absence must take the following steps:

- 1. Notification of absence

Students must inform the school of their non-attendance via e-studentservice on the first day they are absent.

## ■ 2. Certificate of Absence

Students must support their absence with one of the following certificates:

- Any student absent for medical reasons needs a valid medical certificate, containing the correct date, a determination of illness, and a doctor's stamp and signature. A backdated certificate, a post factum certificate (written after the illness) or a dixit certificate (based on the student's own statement) therefore does not support a student's absence.
- Any student who is required to attend a meeting of a representative body of the university college, or who must act as a representative of such a body before the AUHA (Antwerp University Association), VVS (Flemish Union of Students) or the Antwerp Student Council, must submit proof of this.
- Any student who is taking part in sporting activities as part of the BUSF (Belgian University Sports Federation) or Studentensport Vlaanderen (Flemish Student Sports Federation) can request a participation certificate from the KdG Student Services sports coordinator.
- The absence of any student for religious reasons is only legitimate on holidays of officially recognised religions. The Flemish government determines which holidays are eligible.
- Any student who is absent due to a public transport strike must comply with the conditions in [Art. 40](#).
- If a student is absent for other reasons, the ombudsperson decides on whether it is authorised.

## ■ 3. Submission of Original Certificate of Absence

Students must submit their certificate of absence through e-studentservice. This must be done at the latest on the next working day after the missed teaching activity. They must keep the original certificate of absence available for the rest of the academic year.

Students who are absent for a long time must make arrangements for their study track with the ombudsperson or the Study Career Counsellor.

The following rules apply to students who are absent during their internship:

- Students must inform the university college and the internship company on the first day of their absence.
- Students can only make up for their absence if organisationally feasible, and if it was authorised. They must then follow the guidelines given in the [Course Catalogue](#).

[Art. 52](#) describes the process of authorisation of absence for an examination.

*Art. 40: Authorisation in the Event of a Public Transport Strike*

## ■ Announced Strike

If the strike is announced at least three working days in advance, a student's absence from teaching or examination activities is not authorised. The ombudsperson may still grant an exception, in which case the make-up (exam) procedure applies ([Art. 52](#)).

## ■ Unannounced Strike

If the public transport strike is not announced three working days in advance, the strike is regarded as force majeure. In this case, the student's absence from teaching or examination activities is authorised, and the make-up (exam) procedure applies ([Art. 51](#)).

*Art. 41: Code of Conduct for Language Use in Foreign-Language Degree Programmes*

The degree programme pages on the university college's website specify the admission requirements for foreign-language programmes ([Art. 2](#)).

The degree programme provides for language support measures.

*Art. 42: Code of Conduct for Language Use in Foreign-Language Course Units or modules*

The Programme Manager can organise course units or modules wholly or partly in a teaching language other than Dutch, if any one of the following conditions is met:

- the foreign language is the subject of the course unit or module
- Non-Dutch speaking visiting professors teach the course unit or module
- The teaching language provides clear benefits for the students, the degree programme and potential employers.

The [Course Catalogue](#) explicitly mentions the other teaching language.

The Programme Manager organises tests as to allow students to check their knowledge of the other teaching language. He ensures that the available language courses and language support measures, both those in Dutch and those in foreign languages, are accessible and meet the demand.

Students who are taking a course unit or module in another language, for which the Programme Manager is not organising a Dutch equivalent, may take the exams in Dutch unless:

- they are taking the classes at another institution
- the language is the subject of the course unit or module

Students who wish to take the exams in Dutch must notify the Chair of the Exam Board ([Art. 56](#)) no later than 15 calendar days before the start of the examination period.

*Art. 43: Code of Conduct for Language Use in Foreign-Language Study Material*

Any lecturer who teaches a course unit or module in Dutch may use foreign-language study material, provided that it has academic or pedagogical added value or is of higher quality than the available Dutch material.

#### *Art. 44: Teaching Activities Outside the Flemish Community*

Students have the opportunity to add an international perspective to their programme. If, as part of their programme, students are pursuing teaching activities abroad or in Belgium outside the Flemish Community and/or sitting examinations there, they must abide by the conditions for 'foreign teaching activities'.

The Programme Manager may also impose additional conditions, which are advertised on the Learning Management System and/or on the Student Portal page of the degree programme.

#### ■ Organisation

The Programme Manager undertakes to organise student mobility as well as possible by:

- good planning of foreign studies
- monitoring of the signing of and compliance with study and internship agreements
- use of the [Course Catalogue](#) for academic recognition
- providing information to exchange students
- providing information on language preparation for outgoing students
- recognition of the teaching activities via the Learning Management System and/or the Student Portal
- scholarship awarding in accordance with the guidelines of the programme within which the exchange takes place (procedure can be found on the [Student Portal](#))

The period of study at the other institution is included in the student's diploma supplement.

#### ■ Conditions for Departure

Students undertake to:

- register in [Mobility Online](#) before departure, for all foreign teaching activities of 30 calendar days or more; this is likewise the case for Erasmus Short-term Blended mobility activities (for 5 days or more)
- keep the length of their stay and their destination up to date via [Mobility Online](#)
- also register all foreign teaching activities on the [Travellers Online](#) website (only in Dutch, French and German) before departure
- have a valid visa that is in conformity with the consular requirements for the travel destination
- be vaccinated in time (if necessary)
- complete the mandatory insurance formalities before departure (see the Learning Management System and/or the Student Portal)
- have a command of the relevant language to satisfactorily complete the classes or internship (the host institution sets the recommended language level)
- accept overall responsibility for arranging all their exchange documents ([via Mobility Online](#)), under the supervision of the International Relations Office contact for their degree programme and possibly in consultation with the internship coordinator
- obtain the documents required by their degree programme.

For students planning to study or do an internship in a country in Asia, Africa, the Middle East or Latin America, supplementary conditions apply. They must:

- prepare themselves for the social and professional environment of the host country through a programme recognised by the university college. This preparation must be officially confirmed.
- inform themselves about health and safety matters. This preparation must be officially confirmed.
- go through the information guide and comply with the requirements listed therein. This guide is available by e-mail and on the Student Portal.

If one of these conditions is not met, students may not be allowed to depart, unless an exception is granted based on a substantiated decision by the Programme Manager.

Students themselves are responsible for following the safety recommendations issued in the context of their study and/or internship. The university college always follows the travel recommendations of the Federal Public Service Foreign Affairs, which are posted on its [website](#). If Foreign Affairs advises against travelling to a particular destination ("Travel to country X is not recommended" on the travel advice page for a specific country), students are denied permission to depart. Deviations with respect to permission to travel are only permitted by the Director of Education in exceptional circumstances. The refusal is final as of one month before departure, even if the negative recommendation changes in the last month. If students have already incurred travel costs before the travel advice changed (e.g. purchased an airline ticket), they should try to recover the costs through their own cancellation insurance which they are recommended to take out beforehand. In no circumstances will the university college reimburse any costs incurred.

Students who are unable to depart should get in touch with the International Relations Office contact for their degree programme, who will suggest an alternative programme, together with the Programme Manager.

#### ■ Problems During Foreign Teaching Activities

If any specific problems affecting an exchange student's results occur during the study or internship period at another institution or organisation, the student may ask the ombudsperson to investigate the matter. On the basis of that investigation, the Programme Manager proposes a solution to the Exam Board, which takes the final decision. The Programme Manager decides upon all other matters that are not explicitly covered in these regulations.

#### ■ Resits of Foreign Teaching Activities

Any student who fails a course unit as part of a foreign teaching activity resits the exam at the foreign institution. If the foreign institution does not organise resits, or if a student is at the same time participating in mandatory teaching and/or examination activities at the home university college, the student should ask the Programme Manager to additionally enrol him in a similar course unit in the degree programme. The student takes that exam in the second sitting of the current academic year.

## ■ Provisions for Foreign Teaching Activities as Part of an Exchange

Any student who wishes to take part in an exchange programme must go through the application and registration procedure. This procedure can be found on the degree programme page on the [Student Portal](#). Subsequently, at the beginning of the academic year, the student and the Programme Manager arrange an individual study track, which includes both the part of the study track that the student takes at the university college and the part that he takes abroad. The Programme Manager recognises the academic value of each successfully completed course unit in the study or internship agreement (learning agreement for studies/traineeships).

The student cannot be given any assignments that increase his study load during that academic year. The student should always adhere to the examination regulations (including exam time and place) of the educational institution at which he is taking a course unit.

The degree programme staff member responsible for internationalisation recalculates the results that a student obtains at another educational institution based on a grading table (as stipulated in the ECTS requirements). The Exam Board can only award a student a pass mark for course units completed abroad in accordance with the usual procedure ([Art. 58](#)). The credits completed abroad are accepted in their entirety in the load of the student. Any student who has more credits at the end of his degree programme than are possible within his diploma contract can have the extra credits validated in a credit contract.

## 6 EXAMINATIONS

### 6.1 Organisation and Conduct of Examinations

#### *Art. 45: General Organisation of Examinations*

Per academic year, every student has two examination attempts for each course unit or module in which he enrolled: . There are a few exceptions:

- If a student enrolls during the first sitting ([Art. 46](#)), a make-up exam procedure applies for the examinations that have already taken place if this is organisationally feasible.
- If the first sitting is already over when the student enrolls in a course unit or module, he has only one examination attempt that academic year: at the moment when the resits take place ([Art. 46](#)). He consequently waives his right to two examination attempts.
- For some course units or modules, the Programme Manager can only organise one examination per academic year. The [Course Catalogue](#) contains more information about this.

Practical agreements regarding the organisation of examinations can be found on the degree programme pages on the Student Portal.

#### *Art. 46: Exam Sittings and Exam Periods*

The lecturer assesses students during class and during the examination period at the end of each term or each semester. There are five examination periods per academic year:

- Four periods which fall between week 38 (in exceptional cases week 39 in years with 53 weeks) and 11 July.
- The fifth period from the first weekday after 15 August up until week 38, in exceptional cases week 39 in years with 53 weeks.

Instructions for students planning examination attempts within their degree programme are specified in the Course Catalogue, on the Learning Management System and/or on the Student Portal.

Students who were eligible for graduation after term 1 or term 2/first semester, but who by that time have not yet obtained all credits for the entire degree programme ([Art. 62](#)), may advance resit to the examination period after term 3 or term 4/second semester, provided this is organisationally feasible. Students who fail even after this resit will not be allowed to take the regular resits and must re-do the same course unit or module in the following academic year.

Students who are eligible for graduation after term 1 or term 2/first semester with one Compensated Fail from term 3 or term 4/second semester must forego the first sitting for this course unit or module. Students who nevertheless fail due to a fail mark in another course unit or module, may resit all the desired course units or modules in the following term in which the same course unit or module is being assessed or in the examination period of term 4/the second semester, provided that this is organisationally feasible.



Students who fail even after this resit may no longer participate in the regular resit assessment period.

The student must apply to the Chair of the Exam Board for this exam advancing within five calendar days after the publication of the final examination results on e-studentservice ([Art. 69](#)).

#### *Art. 47: Exam Type*

Students can find the exam type for each course unit or module in the [Course Catalogue](#). The Programme Manager may change the exam type if reasonable provisions have been made for a particular student ([Art. 24](#)).

For an oral exam, students are given a preparation time of at least 20 minutes, unless the acquired knowledge or skill can only be tested without preparation. This is also mentioned in the [Course Catalogue](#).

#### *Art. 48: Publication of Exam Schedule*

The Programme Manager draws up a comprehensive and detailed exam schedule for each examination period. Students will always find the following information in that schedule:

- the course unit (or module) for which an examination is held
- the name of the examiner
- timing (date and time) of the examination
- the date of the meeting of the Exam Board and publication of the results (if applicable)
- the names of the ombudsperson and Chair of the Exam Board

The final exam schedules contain all exams in an examination period. The Programme Manager publishes them on the Learning Management System and/or on the Student Portal.

The exam schedules are published at least 15 calendar days before the first exam in the corresponding examination period for degree programmes with a four term system. The exam schedules are published before the Christmas holidays and before the Easter holidays for degree programmes with a two semester system. Exam schedules for examinations which take place in period 5 are announced on 10 July at the latest.

#### *Art. 49: Changes to Exam Schedules After Publication*

In exceptional circumstances and with the approval of the Chair of the Exam Board, the exam schedules may be changed after publication. In that case, The changes are

advertised immediately on the Learning Management System and/or the Student Portal, and where necessary through other channels as well. Students should therefore regularly review the exam schedule.

In the event of any changes being made less than three calendar days before an examination, the Programme Manager will make every effort to inform each student personally. Any student still experiencing problems due to lack of information should contact the ombudsperson, who will seek a solution after consulting with the Chair of the Exam Board and the examiner.

#### *Art. 50: Taking Examinations: Conditions*

Students may only take examinations if they:

- are properly enrolled ([Art. 12](#))
- have paid their tuition fee ([Art. 18](#))
- arrive at the examination room at least 15 minutes before the appointed time for an oral exam
- are present, for examinations other than oral examinations, no later than 30 minutes after the start time of the examination (no extra time will be allowed)
- comply with any additional requirements for taking part in all examinations or partial examinations of a course unit or module (see the [Course Catalogue](#))
  - enrol in good time for the assessments in period 5 if the study programme uses the system of prior enrolment ([Art. 51](#))

Any student who is late because of substantiated extenuating circumstances may be eligible for a make-up examination ([Art. 52](#)).

Students taking an examination:

- confirm their attendance by (digitally) signing the attendance list
- can present their student card at any time during the examination
- remain in the examination room the first 30 minutes of the examination
- have no contact with any fellow student or third party, either inside or outside the examination room
- do not use aids such as calculators, reference documents, or communication or storage devices, unless both the assessment guidelines in the [Course Catalogue](#) and the exam sheet permit this (digital communication tools such as a mobile phone are not allowed)
- use only paper that they receive from the examiner during the examination
- take no examination documents from the examination room

Assessments that are not an oral or written exam must follow the guidelines in the [Course Catalogue](#).

If students are required to take a digital exam on their own device (laptop, tablet or otherwise) in which use will be made of an exam tool to monitor use of their own their device during the exam, they must test the procedure for digital exams and the software, in advance, on the device with which they wish to take the exam. They should do so

following the instructions provided and before each examination period. The complete procedure and additional information for each examination period is advertised on the Learning Management System and/or on the Student Portal.

Students who are required to take a digital exam on their own device and fail to bring this to the digital exam are excluded from the exam. When taking a digital exam on their own device, students are responsible for the proper working of their hardware and software. They must install the necessary software prior to the exam, correctly and with the necessary licences.

#### *Art. 51: Enrolment for participation in assessments in period 5*

The study programmes are free to make participation in the resits dependent on prior enrolment.

The Programme Manager shall inform the students no later than the first working day of period 4 via the intranet/the electronic learning environment with respect to compulsory enrolment or not for the resits during period 5.

For students of the study programmes that make use of the system of prior enrolment, the following applies:

For course units for which a student did not obtain a credit certificate after the first examination attempt, they shall make known which assessments they wish to retake in the fifth period. They shall do this no later than 7 calendar days after publication of the examination results ([Art. 64](#)) for period 4/the second semester. Thereafter, the student may only participate in assessments insofar as these can be feasibly organised.

#### *Art. 52: Absence From Examinations*

Students must be present at the exams at the date and time specified in the exam schedule. Any student who is absent and wishes to request a make-up examination must follow the procedure described below and on the [Student Portal](#).

Students must follow the steps below to authorise their absence from examinations:

##### ■ 1. Notification of Absence

Students must inform the school of their non-attendance through e-studentservice on the first day they are absent.

##### ■ 2. Certification

Students must support their absence with one of the following certificates:

- Any student absent for medical reasons needs a valid medical certificate, containing the correct date, a determination of the illness, and a doctor's stamp and signature. A backdated certificate, a post factum certificate (written after the illness) or a dixit certificate (based on the student's own statement) therefore does not support a student's absence.
- Any student who is required to attend a meeting of a representative body of the university college, or who must act as a representative of such a body before the AUHA (Antwerp University Association), VVS (Flemish Union of Students) or the Antwerp Student Council, must submit proof of this.
- Any student who is taking part in sporting activities as part of the BUSF (Belgian University Sports Federation) or Studentensport Vlaanderen (Flemish Student Sports Federation) can request a participation certificate from the KdG Student Services sports coordinator.
- The absence of any student for religious reasons is only legitimate on holidays of officially recognised religions. The Flemish government determines which holidays are eligible.
- Any student who is absent due to a public transport strike must comply with the conditions in [Art. 40](#).
- If a student is absent for other reasons, the ombudsperson decides on whether it is authorised.

### ■ 3. Submission of Original Certificate of Absence

Students must submit their certificate of absence through e-studentservice. This must be done at the latest on the next working day after the missed assessment or at the latest at the start of the make-up examination if this is organised earlier. They must keep the original certificate of absence available for the rest of the academic year.

### ■ 4. Make-up Examination

Students with an authorised absence can take the make-up examination on the date(s) set by the university college.

Each academic year, the university college allows make-up examinations for one timeframe of authorised absence per exam period due to illness. Students can take make-up examinations for a maximum of two exams that are organised during that timeframe. The ombudsperson may also allow make-up examinations for other extenuating circumstances. Practical guidelines regarding make-up examination requests and the organisation of make-up examinations in the degree programme are advertised on the Learning Management System and/or on the Student Portal.

Students failing to sit a make-up examination on the first sitting and/or whose absence is not authorised will not be allowed to take a make-up examination due to illness during the resit exam period.

#### *Art. 53: Consequences of Non-Attendance at an examination*

Any student who is absent from an examination or partial examination of a course unit or module and does not sit the make-up examination will be awarded a mark of zero or F (fail mark) for that examination or partial examination ([Art. 56](#)).

#### *Art. 54: Presence of the Examiner*

The examiner must be present at the examination at the appointed date and time. If this is impossible due to force majeure, the ombudsperson draws up, as best as possible, a new examination schedule for the students, in consultation with the Chair of the Exam Board and the examiner.

#### *Art. 55: Relationship*

If an assessor conducts an examination of one of the following persons, this will render the examination null and void. If a member of the Exam Board is present during the Exam Board deliberations concerning one of the following persons, the decision of the Exam Board will be declared null and void.

- relatives by blood or by marriage, up to and including the third degree
- spouse
- cohabitant
- someone who, because of another type of relationship with the student, cannot guarantee the objectivity of the assessment

Any assessor or member of the Exam Board who finds himself in this situation must report it to the Chair of the Exam Board as soon as possible and no later than just before the start of the first assessment or the Exam Board deliberations. The Chair will then appoint a substitute or second examiner.

Any student who finds himself in this situation should report it to the ombudsperson no later than just before the start of the first assessment/the Exam Board deliberations. The ombudsperson must report this to the Programme Manager/the Chair of the Exam Board, who will then appoint a substitute or second examiner.

#### *Art. 56: Assessment*

An exam evaluates a course unit and the extent to which a student has acquired the intended knowledge and skills. The [Course Catalogue](#) describes the specific assessment methods for each course unit or module. If a mark is calculated based on a conjunctive concept rather than as a weighted sum, this will be explicitly stated in the [Course Catalogue](#).

For each course unit, students receive:

- either a mark out of 20; the mark for a course unit is then a whole number from 0 to 20.
- or an assessment in the form of a pass/fail decision; the mark for a course unit is then a code, P (pass), F (fail) or CF (Compensated Fail).

The student is awarded a rounded mark according to the scientific rounding rules. If the decimal is 5 or more, it is rounded up. If the decimal is less than 5, it is rounded down. The total mark for a module is rounded to one decimal place. Only the total mark for a course unit or module is rounded, not the marks for intermediate assessments.

## 6.2 Exam Board

### *Art. 57: Composition of the Exam Board*

The Exam Board for Short-Cycle Tertiary Education Programmes, Bachelor's programmes, Business Management specialisations, Master's programmes, Advanced Bachelor's programmes, the Advanced Master's programmes or the Postgraduate programmes comprises:

- the Chair: the Programme Manager
- two members of the teaching staff
- the Study Career Counsellor
- a second Study Career Counsellor for the disciplinary cases relating to examination irregularities in the Dutch-taught Business Management programme
- the ombudsperson
- the secretary

The Chair shall convene the Exam Board. He or the ombudsperson may suggest consulting third parties, including staff members who do not sit on the Exam Board.

### *Art. 58: Conduct of the Exam Board*

Each member has one vote in the Exam Board. The ombudsperson and the secretary are not entitled to vote. Exam Boards:

- take measures and decide on the results in cases of 'special circumstances' after each examination period
- impose academic probationary arrangements to monitor study progress at the end of the academic year ([Art. 68](#))

If a student enters into multiple contracts during the same academic year for the same degree programme in order to obtain a diploma, the university college regards these contracts as a single contract.

If the Chair of the Exam Board finds that a student displayed outstanding artistic merit, it may deviate from the criteria (giving reasons) in order to determine the level of achievement ([Art. 62](#)).

#### *Art. 59: Guidance on Exam Board*

The ombudsperson shall explain the 'special circumstances'.

The Exam Board decides by consensus. If this is not possible, the Chair organises a vote. Any member may also request a vote. If requested by a member, the vote shall be anonymous.

The Chair formulates each proposal in favour of the student. Each person eligible to vote can vote for or against the proposal. In the event of a tie (equal number of votes for and against), the Chair has the casting vote. The board will not count abstentions or invalid votes.

The Exam Board takes down an official record of each deliberation. This comprises:

- the composition of the Exam Board
- the members present
- for each student, the:
  - the award criteria used
  - decisions taken about final classification
  - the classification of award (if applicable)
  - results of each course unit or module
  - credits passed
  - course units or modules that the student must retake to graduate
  - study progress measures (if applicable)
  - interventions by the ombudsperson
  - reasons for any decision

The Chair ensures that the reasons for any decision are officially recorded. After the deliberations, the Chair, the secretary and one voting member of the Exam Board must sign the record as soon as possible.

If no results have to be determined in 'special circumstances', the Chair may propose that the deliberations be held electronically. All members must agree to this. In that case, all documents are made available to the members of the Exam Board.

#### *Art. 60: Secrecy of the Exam Board*

The discussion of the Exam Board is secret. Afterwards only its substantiated final decision is communicated to the student. Personal opinions remain behind closed doors.

#### *Art. 61: Mediation Before the Meeting of the Exam Board*

During the academic year, any student who has a complaint about an incident or situation that could affect his results should report this to the ombudsperson. If a student

is dealing with an unexpected, non-study-related situation that may adversely affect his results, this should also be reported to the ombudsperson.

The ombudsperson investigates and keeps a record of any notifications or complaints. He intercedes as much as possible before the meeting of the Exam Board. The ombudsperson operates autonomously, but may seek advice, for instance from other ombudspersons and the Student Affairs Office staff member.

If mediation does not lead to any solution, the ombudsperson raises the matter at the meeting of the Exam Board, unless the student specifically asks him not to do so.

Even without receiving any notification or complaint, the ombudsperson may bring an issue before the Exam Board if it may adversely affect exam results. Any intervention by the ombudsperson is included in the minutes of the meeting of the Exam Board.

#### *Art. 62: Condoned fail and Diploma*

### **Condoned fail**

Every academic year, the Exam Board takes a decision about the course units for which the student failed to obtain a credit certificate after the first and second sittings of all the course units took place. The Exam Board solely takes decisions for the student who has **completed** the degree programme before the first sitting for all the course units took place if the first sitting for all the course units in which he enrolled has already taken place.

The Exam Board decides that the student does not need to take the course units for which he failed to obtain a credit certificate again if the student meets the following conditions:

- If a grand total is calculated, the student has a grand total of at least 50%.
- He obtained a result of at least 8/20 or a 'condoned fail' (CF) assessment for each course unit that qualifies for deliberation (see Prospectus) and for which he failed to obtain a credit certificate.  
A 'condoned fail' assessment shall be considered equivalent to a result of 8/20 in the weighted average.
- The student has a weighted deficit (= the sum of (per course unit: the number of points less than 10/20 x number of credits)) is smaller or equivalent to 1/5 of the credits included.

The student shall not receive a credit certificate for the course units that he does not have to retake. Instead he is awarded a condoned fail.

If the student wishes to acquire a credit certificate for the course unit for which he was awarded a condoned fail, he shall notify the president of the Exam Board by email within 7 calendar days after the publication of the exam results stating:

- that he wishes to forego the condoned fail
- and that he wishes to use his second exam sitting or wishes to take the course unit again as part of a new enrolment

### **Diploma**



A student acquires a diploma for a degree programme if it is confirmed that he has successfully completed the entirety of the degree programme.

- If the student acquires a credit certificate or condoned fail for all course units in his degree programme, he will automatically be confirmed as having successfully completed the degree programme and he will graduate. He will also be awarded a degree classification.
  - The Exam Board may declare, subject to motivation, that the student has passed the entirety of the degree programme.

The Exam Board checks its final decision against the goals of the degree programme and any specialisation thereof after the student took specific course units (specialisations/elective modules).

To this end, the student must prove that:

- special personal or family circumstances were at play
- and
- the aforementioned goals were achieved.

#### ■ Calculation of the Grand Total

The student's grand total is a weighted average on a 0-100 scale. This average is calculated on the basis of all assessments of all course units that are part of the student's study track and for which a mark is awarded. The marks are multiplied by the corresponding ECTS credits and the products are totalled. This sum, divided by the number of credits, gives a weighted average on a 0-20 scale. After multiplying this by 5, this returns marks on a 0-100 scale.

The grand total is expressed as a whole number. If the first decimal is 5 or more, it is rounded it up.

If the number of course units for which a mark out of 20 is awarded is no longer representative of the learning outcomes of the degree programme, the Programme Manager can decide not to calculate a grand total.

#### ■ Awarding Degree Classifications

The student is awarded a degree classification on the basis of his grand total:

- at least 50%: pass (cum fructu)
- at least 65%: distinction (cum laude)
- at least 75%: great distinction (magna cum laude)
- at least 85%: highest distinction (summa cum laude)

If the Exam Board may apply substantiated special circumstances discretion to award a higher level of achievement than the level to which a student is entitled based on his grand total.

### 6.3 Study Progress

#### *Art. 63: Capability Policy during Internship*

If an internship supervisor indicates that he wishes to terminate a student's internship because the student is underperforming or if the Programme Manager finds that the student is underperforming, the internship or other practical course unit may be prematurely terminated, either temporarily or definitively. This is only possible if the student has proved to be unsuitable for practising a profession for which he is trained in his degree programme.

Students whose internship or practical course unit is prematurely terminated, whether temporarily or definitively, are not entitled to retake it unless they have fulfilled the binding conditions imposed on them. A detailed statement of the reasons behind the decision to terminate an internship or practical course unit prematurely shall be provided.

#### *Art. 64: Notification of Examination Results*

The results for each course unit or module are published no later than three working weeks after the term or semester in which the examinations take place.

An exception applies in the case of the results of course units or modules in the first standard study track that are taught in the first period. These results are published on the third working day before 1 December at the latest.

Deviations from these deadlines shall be made only in cases of force majeure. Then it notifies students as soon as possible via the Learning Management System and/or the Student Portal.

Results are published via e-studentservice and remain there up to and including 15 October of the following academic year. Any student who has a complaint about the conduct or outcome of an examination should contact the ombudsperson as soon as possible ([Art. 72](#)).

#### *Art. 65: Exam Viewing*

Examination scripts are kept until one year following the publication of the results via e-studentservice.

A student is entitled to:

- re-read his marked examination script (written exam) or the summary of your examiner's comments (oral exam)

- look at all documents that formed the basis for the assessment during the semester
- consult the official record of the meeting of the Exam Board (only decisions about the student himself)

Exam Viewing will be held within 6 calendar days following the first day after the publication of the results via e-studentservice, the exact timing of which is advertised on the Learning Management System and/or the Student Portal.

During the access period (see academic calendar), students can view the exam scripts in the presence of the examiner or his replacement. They can consult the official record of the Exam Board meeting at the ombudsperson's office. The Programme Manager advertises the practical arrangements for access on the Learning Management System and/or on the Student Portal.

Students who would like a copy of an examination script should follow the Freedom of Information procedure described on the [Student Portal](#). They should send their substantiated request to the Director of Education no later than one month after the start of the subsequent academic year. Under no circumstances are students permitted to reproduce and distribute assessment documents (or have these reproduced and distributed) which the university college has made available for payment or free of charge as part of their study programme. These are only permitted for personal use. If students do not observe these rules, the disciplinary measures specified in [Art. 80](#) of the Education and Examination Regulations will be implemented. In addition, they can also be prosecuted by law for breach of the laws on copyright.

#### *Art. 66: Credit Certificates*

A credit certificate is a set recognition, by means of a document or registration, of the fact that the student has obtained the competences associated with a course unit, following an assessment. Students obtain a credit certificate for each course unit that they pass.

A student passes a course unit when he receives a mark of at least 10/20 or a 'pass' assessment.

If the course unit consists of several subcourse units and the student receives a mark of less than 6/20 for one of these subcourse units, the student will not have passed the combined course unit. Students can only pass certain combined course units if they obtain a pass mark of at least 10/20 for (one) of the course units (see Prospectus).

The credits the student obtained shall be listed as 'credits'.

The student cannot forego a credit certificate, not even if he wishes to take the assessment again to obtain a better result. A credit certificate remains valid indefinitely within the relevant programme.

If, after five years, the Programme Manager can demonstrate substantial differences between the competences that the student has acquired according to the credit certificate and the current envisaged competences of a course unit, he may require the

student to bridge these substantial differences by taking one or more course units again, in whole or in part. The five-year period is calculated from the first day of the month of October following the academic year in which the credit certificate was obtained.

After the curriculum is adjusted and taking into account the aforementioned option that the Programme Manager has to require students to bridge substantial differences, the student can have all the credits he obtained (the credits associated with the course units for which the student has already obtained a credit certificate) validated within the adjusted curriculum. For this purpose, the Programme Manager provides for transitional measures in the form of course units or modules that are being phased out, or concordance between the old and new course units.

#### *Art. 67: Retention of Results*

##### ■ Retaining a Pass Mark for a Module

Any student who obtains a pass mark for only one module of a composite course unit retains the result for that module for a period of five academic years. The academic year following the one in which the student obtained this result is counted as the first year. The student will receive no credit certificate for the composite course unit and must re-enrol in the entire composite course unit the following academic year.

Any student who wishes to resit the exam for a module for which he obtained a pass mark must renounce the pass mark. He must submit a written request thereto to the Chair of the Exam Board by the Census Date for the relevant module. For resits, this request must be submitted within ten calendar days following the publication of the final results via e-studentservice.

##### ■ Retaining a Fail Mark

Any student who fails a course unit or module will retain the highest result obtained for that course unit or module for a period of five academic years. The academic year following the one in which the student obtained this result is counted as the first year.

#### *Art. 68: Academic probationary arrangements for further enrolment*

This article does not apply to postgraduate students.

##### ■ Study recommendation after the first sitting exams at the University College

Students with a pass rate of <50% (number of course credits that the student obtained compared with the number of course units taken this period/semester) receive study recommendation.

##### ■ Right to an interview

Every student has the right to an interview with a study career counsellor (SCC).

■ Binding conditions for further enrolment

• **The graduate student**

If a student **has obtained credit certificates for less than half** the number of credits in his study track after one academic year, the Exam Board imposes the following binding conditions:

1. The student must obtain credit certificates for 60% of the credits used.  
These conditions apply for the next enrolment for the same study programme at the university college, and for three academic years following the academic year in which the conditions were imposed.

If a student **has obtained credit certificates for less than 20 credits for the first standard study track**, the Exam Board imposes the following binding conditions:

1. The student uses only course units from the first standard learning path.
2. The student must obtain credit certificates for 60% of the credits used.

These conditions apply to the next enrolment in the same degree programme at the University College, and for three academic years following the academic year in which the condition was imposed.

• **The Bachelor of Education student who did not pass all the course units in the first year of enrolment and who did not participate in the compulsory remediation programme**

If the student did not pass all the course units in which he enrolled after the first year of enrolment and if the student did not participate in the compulsory remediation programme of the entrance test, the examination board will impose the following binding condition:

1. The student must participate in the compulsory remediation programme

This condition applies to the student's next enrolment in the same degree programme at the university college.

• **The student who upon his first enrolment in a given initial bachelor's programme failed to obtain a credit certificate or condoned fail for all the course units of this enrolment**

If the student failed to obtain a credit certificate or condoned fail for all the course units after his first enrolment, the Exam Board shall impose the following binding condition:

1. The student must obtain a credit certificate or condoned fail for all the course units of the first enrolment in the same degree programme for which he has yet to obtain a credit certificate or a condoned fail. This also applies to elective modules which the student substitutes with other elective modules.

- This condition applies to the next enrolment in the same degree programme unless the student switches specialisation or subject.
- If the student fails to obtain a credit certificate or condoned fail for the next enrolment in the same degree programme for all the course units he took in the first enrolment, including the elective modules which the student substitutes with other elective modules, the Exam Board decides that the University College shall refuse the student's enrolment in this degree programme. This refusal shall remain valid for a 6-year waiting period or until such time that the student has obtained a higher education diploma.

- **Other students**

If, after one academic year, a student has obtained **credit certificates for less than half** of the number of credits for which he had enrolled, the Exam Board shall impose the following binding conditions:

1. The student must obtain credit certificates for 60% of the credits that he included.

This condition applies to the next enrolment in the same degree programme at the University College, for the three academic years following the academic year in which the condition is imposed

- Dismissal from the University college

The Exam Board shall decide that the university college refuse the enrolment of a student to obtain a diploma with a diploma or exam contract, with the exception of postgraduates, if:

- the student does not satisfy at least one of the binding conditions imposed.
- information from the file indicates that a subsequent enrolment shall not lead to a positive outcome. This applies in whatever event when the student, after two academic years, does not succeed in obtaining a credit certificate for course units where the student must apply the target competencies in professional practice or in a simulated situation that closely resembles professional practice (see [Course Catalogue](#))

The Exam Board shall decide that the university college refuse the enrolment of a student with a credit contract if the student unsuccessfully enrolls for the course unit with a credit contract on two occasions.

This refusal shall apply to the student's next enrolment at the university college, in the same degree programme, and for three academic years following the academic year in which the decision was taken.

- Force majeure and special individual circumstances

Students who are of the opinion that they can demonstrate force majeure or special individual circumstances should contact the ombudsperson as soon as possible and before the date on which the Exam Board convenes.

If the ombudsperson raises the student's case during the Exam Board's meeting, the latter, if it is of the opinion that the student can demonstrate force majeure or special individual circumstances, may deviate from all the above measures, subject to a detailed motivation of the reasons behind this decision.

#### *Art. 69: Official Announcement of the Results*

The official announcement of the results refers to their publication via e-studentservice, as referred to in [Art. 64](#).

#### *Art. 70: Right to an Observer*

The ombudsperson and the Programme Manager shall always have the right to be present during an examination.

In an oral examination, both the student and the lecturer are entitled to request the presence of a third party. The following persons are excluded:

- those related to the requester by blood or by marriage (up to the third degree)
- students who are taking the same degree programme, course unit or module as the requester

The observer may not influence the conduct of the examination in any way. Before the examination, the requester shall notify the Chair of the Exam Board, in writing, that he wishes to have an observer present, and shall provide the Chair with the observer's identification details.

The Chair of the Exam Board shall notify the other party (the student or the lecturer) that one or more observers will be present.

## **6.4 Legal Protection in Academic Progression and Award Decisions**

#### *Art. 71: Academic Progression and Award Decision*

The following are academic progress and award decisions:

- examination decision ([Art. 58](#))
- examination-related disciplinary decision ([Art. 81](#))
- granting of a proof of aptitude certificate ([Art. 22](#))
- granting of an credit transfer ([Art. 20](#) and [Art. 21](#))
- imposition of a Conversion or a Pre-Master' programme ([Art. 1](#), [Art. 6](#) and [Art. 17](#))
- Academic Probation ([Art. 68](#))

- decision by the Programme Manager regarding discontinuation of an internship ([Art. 63](#))
- refusal to include a course unit in the diploma contract - if a student with an individual study track has never been enrolled in the course unit ([Art. 12](#) and [Art. 16](#))
- decision by the Admission Officer on the equivalence of foreign higher education qualifications
- refusal of further enrolment due to a shortage of credits ([Art. 3](#))

*Art. 72: Appeal Against an Academic Progression and Award decision: Internal Appeal*

If the student does not agree with an academic progress and award decision or with the refusal of individual learning/examination provisions, and wishes to lodge an appeal, he makes an appointment with the ombudsperson. The student also exercises his right of access ([Art. 65](#)).

The student must appeal the decision made within 7 calendar days of the notification of the decision taken by the Exam Board by email to [regels-klachten@kdg.be](mailto:regels-klachten@kdg.be). The date of receipt of the email shall apply as the date on which the appeal was filed.

The email shall contain the following on pain of inadmissibility:

- the signature of the student or his counsellor (this may be a lawyer, trainee lawyer or confidential advisor). If this counsellor is not registered as a lawyer or trainee lawyer, the student adds a written authorisation.
- his identity,
- the degree programme in which he enrolled,
- the contested academic progression and award decision or refusal of individual measures,
- the substantive arguments on the basis of which he is requesting reconsideration.

The Director of Education decides whether the appeal is admissible. Inadmissible appeals shall be refused and shall not be dealt with.

Admissible appeals shall be dealt with as follows:

- The Internal Appeals Committee shall be convened for all decisions by the Exam Board. The Internal Appeals Committee shall be composed as follows: Chair: the Director of Education or – in his absence – a different member of the Board of Directors.
- a second member of the Board of Directors
- the university college's legal advisor

The Internal Appeals Committee takes valid decisions if a quorum of two members is present, including the chairperson.

The ombudsperson of the degree programme attends the meeting of the Internal Appeals Committee and explains the case.



The Internal Appeals Committee deals with the appeal based on documentary evidence. However, they may also invite anyone for questioning whose presence is deemed necessary for this purpose. If the student is questioned by the committee, he may be assisted by a counsellor (this may be a lawyer, trainee lawyer or confidential advisor). The student will receive an email with the date and time at which the Internal Appeals Committee will meet.

The Internal Appeals Committee has the competence to make a decision that confirms or reviews the Exam Board's decision. It may also adapt the examination results, where applicable. The committee makes decisions by consensus.

2. If the appeal concerns another academic progression and awarded decision or a refusal of individual measures, the Director of Education shall reach a new decision. He has the competence to make a decision that confirms or reviews the decision taken.

The Director of Education communicates the decision concerning the internal appeal to the student by email, no later than the twentieth calendar day after the filing of the appeal or of the complaint or he notifies the student within this period that the decision will be deferred until later. If the last day of this appeal period falls on a weekend or a public holiday, the deadline shall be deferred to the first working day after this weekend or public holiday.

#### *Art. 73: Appeal Against an Academic Progression and Award Decision: External Appeal*

After the above internal appeals procedure, the student can still appeal to the Council for Disputes Concerning Academic Progression and Award Decisions, hereinafter called the Council. Further information about this can be found on the [website of Flanders Education](#) (in Dutch only).

#### ■ Deadline

The student must submit a petition to appeal within seven calendar days of:

- the day after receiving the decision of the internal appeals committee, or
- the day after the expiration of the internal appeals deadline, unless the Director of Education notifies the student, before that deadline, of the date on which the decision on the internal appeal will be issued

An exception is made for decisions on the equivalence of foreign qualifications. In this case, the student must submit a petition to appeal no later than the 31st day of receiving the decision. The postmark on the letter counts as the reference date.

If the last day of the deadline falls at the weekend or on a bank holiday, the deadline is extended until the next working day on which the postal services are open.

#### ■ Content of Petition

The petition contains at least the following:

- name, place of residence or elected domicile, phonenumber and/or e-mail address of the student or his counsellor (this may be a lawyer, trainee lawyer or confidant)
- name and office of the board of the institution in which the student is enrolled
- subject of the appeal, with the objections the student is invoking
- a description and motivation of the objections

The student may submit evidence. He, or his counsellor (this may be a lawyer, trainee lawyer or confidant) must sign and date the petition. If this counsellor is not registered as a lawyer or trainee lawyer, the student adds a written authorisation.

#### ■ Sending the Petition

The student or his counsellor (this may be a lawyer, trainee lawyer or confidant) sends the petition as a registered letter or by secure mail to the Council at the following address:

Raad voor Betwistingen inzake Studievoortgangsbepalingen  
Ellipsgebouw  
Koning Albert II-laan 35 bus 81  
1030 Brussel

He also sends a copy via e-mail to [regels-klachten@kdg.be](mailto:regels-klachten@kdg.be).

## 7 LEGAL STATUS REGULATIONS

### 7.1 Mediation

#### *Art. 74: Ombudsperson*

The ombudsperson acts as an independent intermediary between students and between students and staff of the university college. If the ombudsperson cannot mediate independently because he is involved with the student in another way, he must be replaced.

An ombudsperson:

- informs students about their rights and obligations
- authorises student absences from teaching and examination activities
- monitors the students' legal status and thus contributes to the fair conduct of teaching and assessment activities and the committee that deals with examination records and examination-related disciplinary records.
- is authorised to investigate all complaints and disputes of students about any aspects that may adversely affect their assessment
- investigates, on his own initiative if necessary, any irregularities that jeopardise the students' legal status and reports on the matter to the manager(s) concerned
- points out any problems
- prepares an annual report on the activities of his office, with suggested improvements and proactive recommendations
- mediates serious problems between students
- mediates problems or conflicts between students and staff
- counsels students who are faced with an unexpected, individual, non-study-related situation that could adversely affect their assessment

#### *Art. 75: Mediation of Problems Relating to Teaching and Examination Activities*

If a student has a problem relating to his teaching and examination activities that cannot be resolved in consultation with the relevant lecturer, he calls upon the services of the ombudsperson, who investigates the problem and mediates between the parties involved. This is done discreetly. The student will remain anonymous as long as necessary.

The ombudsperson keeps the student informed about the mediation procedure, including the current situation and any further steps to be taken. If mediation does not lead to a solution, the ombudsperson contacts the Programme Manager, who then takes appropriate action.

Before, during and after the examinations, the ombudsperson investigates all complaints and disputes of students ([Art. 72](#) and [Art. 80](#)).

### *Art. 76: Mediation of Problems Between Students*

If there are problems between students (e.g. bullying), the ombudsperson investigates the matter and mediates between the students involved. Where necessary, the ombudsperson makes binding agreements with the students to permanently solve the problem. He can seek the assistance of an expert.

If the situation involves facts that could lead to disciplinary proceedings, the ombudsperson informs the Director of Education as soon as possible. The Director may then take disciplinary measures ([Art. 79](#)).

## **7.2 Disciplinary Regulations**

### *Art. 77: Undertaking to respect the university college's mission and values*

Registered students of the university college implicitly agree to respect its mission and values, which can be found on the [university college's website](#). They also agree to abide by the rules and agreements made within the college, which are advertised on the Learning Management System and/or the Student Portal. In addition, students behave in a dignified and courteous manner towards others.

All university college staff are responsible for maintaining law and order. If any student fails to abide by the above rules or the Code of Conduct set out in Art. 34, the staff member may take order-maintaining measures (Art. 79) or the Disciplinary Committee can impose a disciplinary sanction according to the provisions of the disciplinary regulations for students (Art. 80).

### *Art. 78: Reporting Centre for Transgressive Behaviour*

Students can report transgressive or discriminatory behaviours to the Reporting Centre for Transgressive Behaviour. Students can find more information about this on the [intranet](#).

### *Art. 79: Precautionary Measures*

Any staff member of the university college may act to maintain order: by means of a precautionary measure.

The precautionary measure is intended to help the student improve and reflect on their behaviour with respect to their degree programme.

This may include the student receiving a warning or a personal reprimand, being temporarily banned from accessing specific spaces, participating in an activity or using specific facilities, or imposing a remedial measure on the student.

An exclusion order or the denial of use of specific facilities for more than one day can only be imposed by the head of the study programme and on notification to the ombudsperson.

The student cannot lodge an internal appeal against a precautionary measure. Failure to observe a precautionary measure can give rise to disciplinary measures as described in Article 79.

#### *Art. 80: Disciplinary Measures*

If a staff member temporarily excludes a student or discovers facts that could lead to remedial and disciplinary proceedings, the staff member must inform his manager of this as soon as possible and preferably on the same day.

The manager, in turn, informs the Director of Education as soon as possible.

The Director of Education shall convene a remedial and disciplinary committee and inform the ombudsperson no later than 15 calendar days after notification of the facts..

This time limit shall be suspended during the Christmas, Easter and summer holidays.

The ombudsperson will inform students of their rights in anticipation of the Remedial and Disciplinary Committee:

The student is entitled to:

- official notification of the measures considered by the Remedial and Disciplinary Committee, and the reasons for these
- access to the complete record
- reasonable time to prepare and put forward an oral or written defence
- assistance from a counsellor (this may be a lawyer, trainee lawyer or confidant)

The Remedial and Disciplinary Committee comprises six members:

- the Chair: the Director of Education

the Programme Manager of the student's degree programme or the Faculty Director of the relevant Faculty

- a member of the KdG Student Council, from a degree programme other than that of the student in question
- the Student Affairs Office staff member
- the secretary (non-voting)
- the ombudsperson (non-voting)
- the university college's legal counsel (non-voting)

The Remedial and Disciplinary Committee will hear the student. The Committee can also invite anyone whose presence it deems useful for an interview.

The Remedial and Disciplinary Committee is empowered to take various measures and may defer actual implementation of these measures, to which certain conditions may or may not be attached. These measures include:

- reprimand

- remedial action
- Alternative sanction for the purpose of compensating for material or immaterial damage
  - Individually adapted behaviour-remediating measure
  - temporary exclusion from teaching activities
  - permanent exclusion from teaching activities
  - loss of credits
  - temporary suspension
  - permanent exclusion from the degree programme
  - dismissal from the university college

The Committee pronounces its decision immediately, and communicates it to the student.

The Director of Education notifies the student by email of the written, duly motivated decision by no later than the 10<sup>th</sup> calendar day after the meeting of the Remedial and Disciplinary Committee. Alternatively he notifies the student that he will be informed of the decision at a later date.

If the last day of this appeal period falls on a weekend or a public holiday, the deadline shall be deferred to the first working day after this weekend or public holiday.

#### Appeal against the decision of the Remedial and Disciplinary Committee

The student must lodge an appeal by email to [regels-klachten@kdg.be](mailto:regels-klachten@kdg.be) within 7 calendar days after the notification of the decision taken. The date of receipt of the email shall apply as the date on which the appeal was filed. Appeals that were filed late shall be deemed inadmissible.

The email shall contain the following on pain of inadmissibility:

- the signature of the student or his counsellor (this may be a lawyer, trainee lawyer or confidential advisor). If this counsellor is not registered as a lawyer or trainee lawyer, the student adds a written authorisation.
- his identity,
- the degree programme in which he enrolled,
- the contested remedial and/or disciplinary measure
- the substantive arguments on the basis of which he is requesting reconsideration.

Appeal against a remedial and/or disciplinary measure is dealt with by the appeals committee.

The appeals committee is composed as follows:

- The president: the President
- a member of the executive board who is not the Director of Education or the Faculty Director of the relevant faculty

- a secretary
- an internal or external legal counsellor

The student has the right to examine the entire case and is entitled to assistance by a legal counsel (this may be a (trainee) solicitor or a confidential advisor).

The committee interviews the student.

The President informs the student by email of the decision relating to the appeal no later than the 10<sup>th</sup> calendar day after the appeal was filed. Alternatively he notifies the student that he will be informed of the decision at a later date. If the last day of this appeal period falls on a weekend or a public holiday, the deadline shall be deferred to the first working day after this weekend or public holiday.

#### *Art. 81: Academic Misconduct*

##### ■ Definitions

Academic misconduct is any behaviour by a student in an examination setting that makes it wholly or partly impossible to objectively assess his knowledge and skills or those of other students.

Plagiarism is the copying of other people's work either in an identical form or slightly modified, without appropriate acknowledgement of sources, and is a specific type of academic misconduct. Plagiarism also means:

- submission of purchased or modified pieces of work as one's own
- reuse of one's own work as new work
- fabrication or falsification of research and other data

An irregularity or plagiarism is judged as being fraud if there are grounds for suspecting intent to deceive.

The following criteria determine the seriousness of the fraud:

- nature and extent of the fraud
- extent to which the student, given his experience (for example because of the course units that he has already taken or the feedback he has already received for previous work), should be aware that he has made a mistake (in the case of plagiarism)
- the repetitive nature of the fraud

##### ■ Procedure

If an examiner, invigilator or lecturer records academic misconduct that may influence the examination decision, he informs the ombudsperson. The ombudsperson, in turn, informs the Chair of the Exam Board unless he finds that the misconduct does not constitute fraud.

The Chair convenes the Exam Board within a reasonable period of time.

Pending the meeting of the Exam Board, the student may continue with his examinations. The examiner or invigilator ensures that the examination is continued in a fair manner. For example, if he has confiscated suspicious aids, the student may proceed to work on the current examination copy or a new blank one. If plagiarism is suspected, the student may still explain his work orally.

If the ombudsperson finds that the misconduct constitutes fraud, he shall inform the student of his rights:

- notification of the measures considered by the Exam Board, and the grounds on which they are based
- access to the complete record
- reasonable time to prepare and present an oral or written defence
- assistance from a counsellor (this may be a lawyer, trainee lawyer or confidant) or an expert

If the Chair of the Exam Board convenes the Exam Board following an irregularity with regard to an examination, the Exam Board will assess whether the irregularity constitutes actual fraud.

If the matter looks clear-cut and a decision is so obvious that a physical meeting would have no benefit, and the student does not wish to be heard, the Chair may propose to meet electronically. All members must agree to this. In that case, all of the relevant documentation is made available to the committee members beforehand, preferably electronically.

No more than five calendar days after the meeting of the Exam Board, the Chair informs the student, by e-mail, of the well-founded academic misconduct disciplinary decision.

#### ■ Decisions of the Exam Board

If the Exam Board is not convinced that the irregularity can be considered to be fraud, the Exam Board may decide that the student take the exam again, at a time to be determined by the study programme, if it believes that an objective assessment of the competencies of the student is impossible.

If the Exam Board considers the misconduct to be fraud, the student will at least be awarded a fail mark (F) or a mark of zero for the affected course unit or module. In addition, the Exam Board can decide to impose additional sanctions (see below), a remedial measure, or an alternative measure. The Exam Board takes the seriousness of the fraud and any aggravating circumstances, which must always be motivated, into account in its decision.



If the Exam Board decides to impose a remedial measure or an alternative measure, it can concurrently determine the sanction (see below) if the student fails to (properly) comply with or execute the remedial or alternative measure.

The sanctions:

- a mark of zero for the module and loss of resit for this module
- a mark of zero or a fail mark (F) for the entire course unit and loss of resit for this entire course unit
- a mark of zero or F (fail) for multiple course units
- a mark of zero or F (fail) for multiple course units and loss of resit for these course units
- a mark of zero or F (fail) for all course units taken in periods 1 to 4 or taken in period 5
- a mark of zero or F (fail) for the first examination attempt for all course units taken in periods 1 to 4 and loss of resit
- refusal of enrolment in one or more course units in the following academic year
- refusal of enrolment in the entire study programme for the next three academic years in the event of the conditions imposed not being observed
- refusal of enrolment in the entire degree programme for the next three academic years
- to consider a favourable decision taken as legally null and void and, regardless of when the irregularity was established, decide that the results obtained for the relevant study programme are invalid and recover any credit certificates, certificates and diplomas issued as part of the study programme

If the student is awarded a mark of zero or F (fail) for a course unit or module, a previously awarded higher mark cannot replace the mark of zero or F.

### **7.3 Material Errors**

*Art. 82: Material Error in Academic Progression and Award Decisions*

A study progress decision shall be changed if a material error is ascertained and notified within a deadline of ten calendar days after the day on which this decision was made known.

Notification is sent by e-mail to the head of the study programme. The head of the study programme shall rectify this error as soon as possible and inform the student.

## 8 INSURANCE

### *Art. 83: Insurance*

The educational institutions insurance policy (public liability and personal accidents) applies worldwide to all 'college life' activities. Detailed information about insurance and claims are advertised on the [Student Portal](#).

The policy is not valid in *high-risk* countries.

#### ■ Definition of 'College Life'

The term 'college life' includes all the activities of the educational institution for which it takes responsibility, regardless of whether they take place inside or outside the institution or before, during or after classes. The activities can take place in Belgium or abroad. If students are travelling to another country in the European Union in the context of college life, the university college regards all activities, from departure to return, as 'college life'.

Only activities that the university college organises, monitors or officially allows are part of college life. If one or more students, staff members or outsiders set up a private initiative, this activity does not come under college life.

#### ■ Definition of 'Route To/From College'

We interpret the term 'route to/from college' as equivalent to the concept of 'route to/from work', as defined in the legislation on occupational accidents. The 'route to/from college' is the outward and return journey to the educational institution or other location where college life takes place.

#### ■ Personal Accidents

Enrolled students are insured throughout the academic year against any personal accidents that befall them during college life and their internship, regardless of how they travel.

#### ■ Damages Not Covered

The university college and the insurer do not cover damage to any vehicle (e.g. car, motorcycle, moped or bicycle) with which students travel to and from the educational institution or other location where college life takes place.

The same applies to travel undertaken during college life or when carrying out an internship assignment.

The university college is not responsible for the loss, theft, damage or destruction of students' personal possessions, even if these are borrowed or rented.

## ■ Public Liability

If the public liability of staff and/or students is jeopardised during college life, a claim can be made against the university college's public liability insurance. Nevertheless, students will be held liable for any damage inflicted, either directly or as a consequence of their negligence or carelessness, on university college property. In such cases, they are liable for compensation for the damage caused by them.

### *Art. 84: Personal Possessions*

Unless otherwise agreed, the university college shall not accept for safekeeping any personal possessions of students or any possessions that students borrow or rent from a third party. The university college is therefore not responsible for the loss, theft, damage or destruction of students' personal possessions or means of payment, even if these are borrowed or rented.

## 9 INTELLECTUAL PROPERTY RIGHTS

### *Art. 85: Image Rights*

The staff members regularly photograph or video activities. If a student makes no objection, he thereby agrees that these images may be used for educational, informational and advertising purposes. They appear, for example, in the online and print publications of the university college.

Image recordings may only be made with the consent of the lecturers concerned. Sound recordings may only be made after notifying the lecturers concerned. Both sound and image recordings are for personal use only and may not be made public or passed on to anyone.

### *Art. 86: Works Commissioned by the University college*

#### ■ Usage Rights to Students Creations Commissioned by the University College

If a student produces a piece of work at the request of the university college, the latter acquires a non-exclusive right to use it. It may use the work, or a portion thereof, for non-commercial purposes:

- inclusion in an anthology, database, multimedia network, brochure or exhibition
- multiplication via sound and/or image carriers, dissemination and exploitation

The Programme Manager makes precise arrangements about this with the student.

The student's bachelor thesis may be included in a database that is publicly accessible over the internet without these precise arrangements. The student may object to this.

If a thesis contains confidential information or if there is a confidentiality agreement with the internship organisation, the student must inform the library coordinator that it should not be included in the database.

#### ■ Student's Usage Rights to University College Creations

By no means may the student reproduce or disseminate the didactic material provided by the university college or have it reproduced or disseminated unless prior written and explicit permission was granted. The student who uses the material in this sense will be subject to the disciplinary measures described in Art. 79. In addition, this student may also be prosecuted before the regular criminal court for infringement of intellectual property right regulations.

*Art. 87: Inventions as Part of a University college Assignment*

Research results are always confidential. Students may distribute them only with written permission from the Vice-Chancellor. If the research results provide an opportunity for commercialisation or social application, students shall immediately report this to the Vice-Chancellor.

If students do not make use of the university college's knowledge, resources or materials in their research, they own the results. They may also transfer ownership of the results to the university college by means of a written agreement. If students do make use of the university college's knowledge, resources or materials, the university college documents its ownership of the results. If the exploitation of the research results generates returns, the student concerned will receive one-third of the net income, in proportion to his share in the invention.

Students always retain the moral rights to research results.

## 10 PRIVACY

### *Art. 88: General Data Protection Regulation (GDPR)*

National and European data protection legislation is applicable to the processing of data that staff members collect from students. Staff members process personal data as part of the statutory teaching mission. Personal data is only disclosed to a third party if there is a legal basis for doing so and this is in the general interest or if students have explicitly given their consent.

If a student gives explicit permission, staff members may report his study progress to educational organisations, such as the school where the student completed secondary education and pupil guidance centres. Furthermore, staff members may, with the student's explicit consent, share his data with a third party for the purposes of employment or advice on studies. In the context of scientific research, other data such as academic results may be disclosed to a third party, insofar as it can be ascertained that the nature of the scientific research itself sufficiently guarantees that no data concerning the private life of the student will be made public and that the processing of said data will occur only for the purpose of data collection and analysis of the scientific research in question.

Students have the right to access and correct the data at any time. Previously given consent may be withdrawn at any time.

The student grants the university college permission to use final-year work carried out on the instructions of the university college ([Art. 85](#)) – insofar as this is seen as personal data – for non-commercial and/or educational purposes, for example, inclusion in a non-public database for the checking of plagiarism.

## 11 APPENDICES

### 11.1 Appendix 1: Tuition fee and additional costs

#### 11.1.1 Tuition fee when enrolling in a postgraduate programme

For postgraduates the amounts per programme are set in line with the actual cost, the market price, and the target audience.

The tuition fee for each postgraduate programme can be found on the website.

#### 11.1.2 Tuition fee when enrolling in another programme (Short-Cycle Tertiary Education, Bachelor, Conversion and Preparatory programme for a Master's programme, or an Advanced Master's or Bachelor's programme)

##### Tuition fee when enrolling with a diploma contract or credit contract

- Composition of tuition fee

The tuition fee is composed of a fixed amount and a variable amount.

The fixed amount is a lump sum, the variable amount is an amount per credit for which the student enrolls.

The fixed amount is owed once-only per academic year and per programme, regardless of the number of enrolments with a diploma contract or credit contract that the student takes for the academic year.

- Pricing principles tuition fee

The tuition fee which students owe upon enrolment is different depending on the student's personal situation;

- Scholarship students pay a scholarship rate except for enrolments in an Advanced Bachelor's and/or Master's programme.
- Near-scholarship students pay the near-scholarship rate except for enrolments in an Advanced Bachelor's and/or Master's programme.
- Students who do not have enough credits in their learning account must pay an increased rate unless they enrol in a Bachelor of education and have already earned a Bachelor's diploma.
- Students who enrol in an Advanced Master's programme pay an increased rate.
- Students who are not scholarship students and who do not fall under one of the exemptions\* listed in Article II.215 1 through 9 of the Higher Education Codex (Flanders) or who have not obtained a diploma of secondary education and/or the Flemish vocational education diploma more than three years ago, except for:
  - Students who already enrolled in a Dutch-taught programme before academic year 2020-2021.
  - Students who already enrolled in the Bachelor of International Business Management before academic year 2018-2019

- pay an increased tuition fee.
- Students in the last year of secondary education who are enrolled with a credit contract for maximum 10 credits pay a fixed tuition fee.
- Students who do not fall under one of the above exemptions must pay the basic tuition fee.

### **Tuition fee when enrolling with an exam contract**

- Composition of tuition fee

The tuition fee is composed of a fixed amount and a variable amount.

The fixed amount is a lump sum, the variable amount is an amount per credit for which the student enrolls.

The fixed and variable amounts are owed for each course unit in which the student enrolls under the exam contract.

- Pricing principles tuition fee

The tuition fee which students owe upon enrolment is different depending on the student's personal situation;

- Students who are not scholarship students and who do not fall under one of the exemptions listed in Article II.215 1 through 9 of the Higher Education Codex (Flanders) or who have not obtained a diploma of secondary education and/or the Flemish vocational education diploma more than three years ago pay an increased rate.
- All other students pay the basic tuition fee.

### **Tuition fee 2023-2024**

		<b>Fixed</b>	<b>Variable (per credit)</b>
<b>Diploma or credit contract</b>	Basic	€282.10	€13.50
	Near-scholarship	€282.10	€4.90
	Scholarship	€128.80	€0.00
Non-scholarship and non-statutory exception		€1,420.60	€94.70
Non-scholarship and non-statutory exception	Dutch-taught programme, enrolled in 2020-2021	€282.10	€13.50
Non-scholarship and non-statutory exception	Flemish diploma of secondary education	€282.10	€ 13.50



		<b>Fixed</b>	<b>Variable (per credit)</b>
Non-scholarship and non-statutory exception	Professional Bachelor IBS enrolled in 2018-2019	€995.70	€56.20
Not enough credits in learning account extra per credit for which no learning account			€13.50
Last-year of secondary education with a credit contract max. 10 credits		€57.90	
<b>Exam contract</b>		€128.80	€4.90
Non-scholarship and non-statutory exception		€995.70	€7.30
<b>Advanced master of Research in Art and Design (Advanced Master's programme)</b>		<b>€936.50</b>	<b>€32.00</b>

\*

**1°** students who are nationals of a Member State of the European Economic Area;  
**2°** students with a foreign nationality who are admitted or authorised to stay in Belgium for an unlimited period of time, as provided for by the Act of 15 December 1980 regarding access to the territory, residence, settlement and the removal of foreigners, to be proven by means of the residence card of a national of a Member State of the European Communities (Annex 8 or Annex 9), or the identity card for foreigners (Annex 7) or the certificate of registration in the Foreign Nationals Register (Annex 6), in accordance with Article 31 of the Royal Decree of 8 October 1981 on the entry, residence, settlement and removal of foreigners;  
**3°** students who are victims of human trafficking, attested by a centre recognised by the federal government that specialises in the reception of victims of human trafficking;  
**4°** students with a foreign nationality who are admitted or authorised to stay in Belgium for a limited period on the basis of article 48/4 1 or 49, § 1 of the Act of 15 December 1980 regarding access to the territory, residence, settlement and the removal of foreigners;  
**5°** students who, on 31 December of the relevant school or academic year, have legally resided in Belgium for an uninterrupted period of at least 12 months, and whose legal residence has not been granted to follow higher education or work in Belgium, nor has it been granted in anticipation of a ruling in an asylum procedure to be recognised as a refugee or as a person entitled to subsidiary protection, in accordance with the Act of 15 December 1980 regarding access to the territory, residence, settlement and the removal of foreigners;  
**6°** students who, on the basis of Articles 10, 10bis, 40bis or 40ter of the Act of 15 December 1980 regarding access to the territory, residence, settlement and removal of foreigners, have been granted permission to be a person as intended in paragraph 1 or paragraph 2, 1° to 7° of this article, or a person who has legally resided in Belgium for at least 12 months on 31 December of the relevant school or academic year in order to pursue higher education or to work, to accompany or join another person;  
**7°** students who are candidate refugees or whose parents are candidate refugees and the student has been residing in Belgium since he was a minor and has not submitted an asylum application himself. The asylum application was declared admissible before 1 June 2007 and the student's procedure is still ongoing at the Office of the Commissioner General for Refugees and Stateless Persons, at the Permanent Refugee Appeals Commission of Belgium, or at the Council for Alien Law Litigation;

8° students who are family members of a national of a Member State of the European Economic Area;

9° students who benefit from temporary protection based on Directive 2001/55/EC of 20 July 2001 on minimum standards for giving temporary protection in the event of a mass influx of displaced persons and measures promoting a balance of efforts between Member States in receiving such persons and bearing the consequences thereof or students whose parents enjoy this protection and the student has been residing in Belgium since he was a minor. Students who were already enrolled in a higher education programme in Flanders before 2008-2009 and who were not required to pay an increased tuition fee on the basis of previous provisions, may not be charged an increased tuition fee for the duration of this degree programme.

### **11.1.3 Tuition fee when withdrawing from a postgraduate programme**

The modalities for reimbursement differ depending on the postgraduate programme.

The modalities for reimbursement for each postgraduate programme are published on the website.

### **11.1.4 Tuition fee when withdrawing from another degree programme (Short-Cycle Tertiary Education, Bachelor, Master, or an Advanced Master's or Bachelor's programme) (Art. 26 Education and Examination Regulations)**

- Enrolment with a diploma contract

The tuition fee of a student who enrolled with a diploma contract and who withdraws prematurely from the degree programme shall be reimbursed as follows:

- In case of reorientation within the University College during the same academic year;

The tuition fee owed for the different enrolments shall be added.

The fixed part owed for the first enrolment shall be deducted from the total tuition fee owed after the second enrolment within the same type of degree programme (see also under 'composition of tuition fee' for enrolments with a diploma contract and a credit contract).

The variable amount shall be calculated as follows:

- The student shall not owe a tuition fee for the credits of the first enrolment from which the student withdrew before the census date.
  - The student shall owe a tuition fee for the credits of the first enrolment from which the student withdrew after the census date.
  - The student shall owe a tuition fee for credits of the second enrolment.
- In all other cases, the reimbursement of the tuition fee shall depend on the time of the student's withdrawal;

- The student withdraws **prior to the start of the academic year**

Students who do not pay an increased tuition fee shall not owe tuition.

Students who pay an increased tuition fee shall owe an administrative fee to the amount of €128.80.

- The student withdraws **within one month of enrolling or before 1 November** of the current academic year

Scholarship students shall owe the fixed amount and the variable amount for the credits for which the census date has already expired.

Students who pay the near-scholarship or basic tuition fee owe €128.80 and the variable amount for the credits for which the census date has already expired.

Students who pay an increased tuition fee or who follow an Advanced Master's programme shall owe 25% of the fixed part and the variable part for the credits for which the census date has already expired.

- The student withdraws **at another time** during the current academic year

The student owes the fixed amount and the variable amount for the credits of which the census date has already expired.

- Enrolment with a credit contract or an exam contract

The premature withdrawal from an enrolment with a credit contract and/or an exam contract shall never give rise to a refund of the tuition fee.

### 11.1.5 Tuition fee when changing one's enrolment during the academic year

- Additional enrolment  
([Art. 25](#) Education and Examination Regulations)

If a student decides to enrol in one or more additional course units, he owes an additional tuition fee in accordance with the principles above.

- Withdrawing from specific course units  
([Art. 26](#) Education and Examination Regulations)

If a student withdraws from one or more course units in which he had enrolled with a diploma contract, the variable amount for the credits for which the census date has not expired at the time of withdrawal shall be deducted from the tuition fee owed.

Withdrawal from one or more course units in which the student had enrolled with a credit or exam contract shall not give rise to a reduction of the tuition fee.

- Change of contract type  
([Art. 28](#) en [Art. 29](#) Education and Examination Regulations)

If a student changes contract type during the academic year, the tuition fee owed shall be recalculated in accordance with the above principles.

Changes to the contract type can give rise to a reduction of the tuition fee or payment of an additional tuition fee.

### **11.1.6 Additional fees**

#### **Application fee**

The application fee is as follows:

Students who do not have a Flemish study certificate as required for enrolment (Article 1 Education and Examination Regulations) or a study certificate issued by an educational institution of the French or German-speaking Community or Dutch study certificate that is recognised as equivalent, pay a fixed administration fee of €128.80. prior to their enrolment.

This administrative fee is deducted from the tuition fee if the student does indeed enrol. This administrative fee is not reimbursed if the student fails to enrol.

#### **Lump sums**

- Lump sums may be owed for the following:
  - per course unit: lump sums associated with enrolment in a specific course unit. Students can find a list of the lump sums per course unit in the Prospectus.
  - per degree programme: costs associated with enrolment in the degree programme. These lump sums are charged per credit.

- Lump sums for withdrawal

Enrolment with a diploma contract

- Lump sum per course unit

The lump sum owed per course unit will only be reimbursed if withdrawal takes place before the census date for the course unit has expired.

- Lump sum per degree programme

The lump sum owed per degree programme will be reimbursed for the credits for which the census date has not yet expired at the time of withdrawal.

Enrolment with a credit contract and/or exam contract

The premature withdrawal from an enrolment with a credit contract and/or exam contract shall never give rise to the reimbursement of lump sums.

### **11.2 Appendix 2: Representation Regulations**

Staff members and students are jointly responsible for making KdG a welcoming, student-oriented university college. Student academic representation contributes to such

an environment. Students have the right to information, to give advice and/or to play an active role in policy decisions on matters that directly or indirectly affect them.

To this effect, the university college subscribes to a 'dialogue model', meaning that we do not talk 'about' but 'with' students and work together with them in a constructive and trusting relationship to ensure:

- a lively, student-oriented university college/campus/degree programme, where we listen to and incorporate the wishes and desires of students right from the start of a project or process
- that we set common objectives in e.g. workgroups and student-staff consultative bodies
- that we achieve the desired results, solve problems and implement changes together.

Student academic representation promotes the quality of education, as well as the well-being of the student. Through student academic representation in various bodies, students' problems, wishes and proposals can be discussed at respectively the programme and the university college level.

Via the representation process, the university college guides, motivates and challenges students to:

- make a commitment for their own future, the future of new students and a sustainable future for our society
- make the most of themselves, of others, of the organisation and the world
- develop personally and professionally, whereby students help each other grow and learn from each other to exploit all possibilities and create opportunities for others
- raise the bar and let the world benefit from their achievements

Our representative bodies allow students to be ambitious and social. Within a safe learning environment, our students learn what it feels like to bring about substantial changes.

### **Students in the Representative Bodies of the University college**

Under the Higher Education Codex, the university college is required to set up representative bodies. These concern the Academic Council, the departmental councils, the Student Councils and the Student Services Council.

In this context, the university college has set up the following official representative bodies with student representation:

- Student Councils
  - Degree Programme Student Councils and Degree Programme Advisory Boards (replacing the departmental council). Student representation in the Degree

Programme Advisory Board amounts to  $\frac{1}{4}$ , compared with  $\frac{1}{3}$  in the representative bodies at degree programme level

- the KdG Student Council (= Student Council per university college)
- StuRa+ (representation in the Board of Directors)
- Student Services Council
- Academic Council

The election regulations on student representation and the election procedures govern the election of student representatives in the various representative bodies. The working arrangements are set out in the rules of procedure of the various representative bodies.

Student representatives cannot incur any disciplinary sanctions for any activities carried out in the exercise of their mandate. Active student members of one of the following internal consultative bodies will receive a certificate as proof of their commitment and dedication.

The absence in mandatory teaching activities or examinations of any student who fulfils a mandate in one of the representative bodies of the university college or is delegated from it, is authorised when fulfilling representation duties ([Art. 39](#) and [Art. 51](#)).

This concerns the following bodies:

- Student Councils per degree programme and university college
- Student Services Council
- Academic Council
- StuRa+ or delegation in the Board of Directors (see Participation at board level)
- the other councils and working groups per field of study or faculty, or at the head office
- external consultative bodies (e.g. VVS, ASRA, AUHA, ASO) at the request of the KdG Student Council VVS, ASRA, AUHA, ASO) at the request of the KdG Student Council

Any student who fulfils a mandate in one of the representative bodies of the university college or is delegated from it is entitled to an Individual Learning Certificate for Representation Mandate (Art. 24). The Individual Learning Certificate for Representation Mandate allows student representatives to properly fulfil their commitments. Any student who fulfils a mandate in one of the representative bodies of the university college and/or external representative bodies can request this Individual Learning Certificate. More information about the exact content of this certificate and the application procedure to be followed for this can be found on the Student Portal.

In addition to the formal representative bodies on which a student can actively fulfil a mandate, the university college also organises a number of informal councils/communities, such as the campus council (focusing on the needs of students on campus), the A council (focusing on the needs of students with roots in Antwerp and elsewhere) and the International Student Council (focusing on the needs of international students).

Each representative body can communicate online on the Student Portal. The Degree Programme Student Council can also communicate via the Learning Management System. Either they are entitled to post notices and/or reports themselves, or this is done through a staff member of the university college.

## **Powers of the Respective Student Councils**

### *Degree Programme Student Council – Bachelor’s Programmes*

This Student Council consists of students who participate on a voluntary basis. Members of this council may ask the Programme Manager to be present as an observer. All Programme Managers establish a Student Council for their degree programmes.

The programme manager deliberates with its Degree Programme Student Council on:

- specifying the amendments in the [Course Catalogue](#) referred to in the Education and Examination Regulations of the next academic year
- developing degree programme initiatives concerning student guidance
- other areas of the degree programme that directly concern the students

The deliberation leads to an agreement or a failure to reach agreement between students and the Programme Manager. Any agreements will be implemented by the Programme Manager. In the event of failure to reach agreement, the Programme Manager has the final decision. The Programme Manager will substantiate his decision to the Degree Programme Student Council.

Before the exam schedule for the standard study tracks is drawn up, the Programme Manager consults with his Degree Programme Student Council on the criteria the exam schedule must meet. The Degree Programme Student Council can request access to and advise on the first version of the exam schedule. If the Programme Manager does not follow this advice, he will substantiate his decision to the Degree Programme Student Council in writing. The head of Administration and Organisation takes the final decision.

On any other matter that may concern it, the Degree Programme Student Council may advise the Programme Manager on its own initiative, either by letter or by e-mail. The Programme Manager is obliged to respond in writing, and if he deviates from the advice, to explicitly give reasons for doing so.

The Degree Programme Student Council describes its functioning in greater detail in its internal regulations.

### *Degree Programme Student Council – Short-Cycle Tertiary Education Programmes*

## **Organisation Foundation Degrees Student Council - with the exception of Postgraduate Certificates in Education**

The Foundation Degrees elect 1 or 2 permanent representatives for the KdG Student Council by written procedure. They are also the permanent representatives with respect to their Programme Manager.

The person in charge of the study programme consults with these permanent representative(s) at least 4 times per academic year about:

- additions to the study guide referred to in the Education and Examination Regulations of the following academic year
- the development of training initiatives in the field of student counselling
- other matters of the training which are of direct interest to the students
- the criteria for the examination schedules of the standard study tracks. They can give advice on the first version of the examination schedule.

The permanent representative(s) advise the Programme Manager in the above matters if desired. If the Programme Manager does not follow their advice (if given), he will return his or her motivated decision in writing.

Subsequently, the Programme Manager and the representative(s) at least once a year organize a focus group to which all students of the programme are invited (cf. above mentioned themes and other student-oriented themes). The content of this focus group is prepared by mutual agreement.

Students associated with the degree programme can, on their own initiative, advise their Programme Manager by letter or e-mail on any other student matter. The Programme Manager is obliged to formulate a written answer and to explicitly motivate any deviation from this advice.

The further cooperation between the Programme Manager and the representative(s) will be agreed upon by mutual agreement. These agreements are recorded in the minutes of the first meeting.

The further operation of the focus group will be agreed upon at the start of the meeting and recorded in the minutes of the meeting.

### **Organisation Student Council of Postgraduate Certificates in Education**

One Student Council is organized for the abridged, flex, and postgraduate degree programmes together (cf. high degree of communality between the programme components and study guidance). This Council works in the same way as the Student Council for Bachelor's programmes.

#### *KdG Student Council*

The KdG Student Council consists of directly elected students from each degree programme. It is an umbrella Student Council. The Student Council determines the number of members, which must be at least eight. Each degree programme is entitled to have at least one student representative. The KdG Student Council may, if necessary, add not directly elected members and sets criteria for this. The KdG Student Council describes its functioning in greater detail in its internal regulations.

The director responsible deliberates with the KdG Student Council on at least the establishment of rules relating to:

- the Education and Examination Regulations (including the legal status of students, the rules on international student mobility, the organisation of the academic year and the holiday and leave arrangements)



- developing university college initiatives concerning student guidance
- setting and spending tuition fee and additional fixed costs

The deliberation leads to an agreement or a failure to reach agreement between students and the director responsible. Any agreements will be implemented by the director responsible. In the event of failure to reach agreement, the director responsible has the final decision. The director responsible will substantiate his decision to the KdG Student Council in writing.

The director responsible confers with the KdG Student Council on the establishment of rules relating to:

- the policy on internal quality assurance
- the code of conduct for language use
- the evaluation of the teaching and assessment activities of the teaching staff
- other areas of the university college that directly concern the students

The KdG Student Council formulates an opinion. The director responsible takes a decision within a period of thirty calendar days and can only deviate from the advice given by the KdG Student Council if there are sufficient grounds.

On any other matter that may concern it, the KdG Student Council may advise the director responsible on its own initiative, either by letter or by e-mail. The director responsible is obliged to respond by letter or e-mail, and if he deviates from this advice, to explicitly give reasons for doing so.

#### *Support for KdG Student Council Members*

Each member of the KdG Student Council is granted 10 euros in print credit once per academic year. A board member may request an additional 20 euros in print credit.

The Vice-Chancellor assigns at least 20% FTE hours for providing support to the KdG Student Council. This staff member holds the position of 'representation coach'. The representation coach is also responsible for assisting in the launch of the KdG Student Council. The representation coach is present at every meeting of the KdG Student Council as an observer. He assists the board of the KdG Student Council and wherever possible seeks to find opportunities to develop/use the Council as optimally as possible. The representation coach facilitates the relationship between the KdG Student Council and the university college and other representative bodies.

Together with HR, the representation coach organises at least two free training sessions per academic year for student representatives in the broad sense of the word.

The head of Student Services is also present at every meeting of the KdG Student Council as an observer. He monitors the relationship (cf. Student Services Council, student activities, etc.) between the KdG Student Council and Student Services. If the head of Student Services is unable to attend a meeting, he delegates another Student Services staff member to attend the meeting on his behalf.

A Student Services staff member provides assistance during the 'Representation Day' event organised annually at each campus. The promotion team of the KdG Student

Council takes the lead in organising this event. The Student Services staff member plays a facilitating role, but does not directly organise and/or coordinate anything. He assists the promotion team with placing orders for the 'Representation Day' and passes on the necessary information for this to the relevant administrative services.

A Marketing and Communications Department staff member advises the promotion team of the KdG Student Council. He is the contact person for all promotional matters and large-scale StuRa-related events (such as the VVS Conference). He works demand-driven, he facilitates matters, but does not play any organising and/or coordinating role. He answers questions and refers people to the right person and/or helps look for other possibilities.

The university college also provides infrastructural, financial or administrative support. The support provided is demand-driven. If the staff member concerned has doubts regarding the usefulness of the support, he may request the KdG Student Council, via the Chair of the KdG Student Council, to provide additional motivation.

The staff member concerned will look into the request, but may decide not to respond to it if the request is considered infeasible in terms of content or its practical arrangement. He always gives substantiated feedback regarding this to the Chair of the KdG Student Council.

The board members of the KdG Student Council may use the available meeting rooms. The board members of the KdG Student Council have access to the office area of the central services (they may use one storage cupboard there) and the Forum meeting room at Campus Zuid.

The KdG Student Council may use the Forum meeting room at Campus Zuid for their meetings.

The members of the KdG Student Council are ultimately accountable for the functioning of the Council.

The Vice-Chancellor allocates a total operating budget of 10.000 euros per academic year to the KdG Student Council, of which 2.500 euros is used on a flat-rate basis for the catering needs of all representative bodies. The KdG Student Council has an operating budget of 3.750 euros for the period from September to December and 3.750 euros for the period from January to August.

The KdG Student Council treasurer submits an annual budget to the Vice-Chancellor.

The treasurer may exceptionally (e.g. because of a new activity such as the launch of a two-day event) request additional financial support from the Vice-Chancellor. The Vice-Chancellor may deny this request.

The KdG Student Council treasurer may send, at the latest in June of the current academic year, a substantiated request to the Vice-Chancellor for a change to be made in the operating budget for the new academic year. The Vice-Chancellor may deny this request.

## **Participation at Board Level**

If at least 10% of the total number of students voted in the election, the board of the new KdG Student Council may choose one of the candidates as delegate to the Board of Directors or set up a StuRa+.

Furthermore, if at least 85% of the entities regarded as degree programmes within the university college have a candidate in the election for the KdG Student Council and if at least 10% of the total number of KdG students in these degree programmes voted in the election, the board of the new KdG Student Council may choose one candidate as delegate to the Board of Directors or set up a StuRa+.

Each year, the list of the exact number of entities regarded as a degree programme and the date of the vote count are determined during the StuRa+ or by the Vice-Chancellor, during term 2 at the latest.

If the voting figures are below 10%, the Vice-Chancellor sets up a StuRa+. No delegation to the Board of Directors is then possible.

### *Delegation in the Board of Directors*

Delegation in the Board of Directors ensures that students are involved in policy activities relating to the following issues and that advice is given at board level, as referred to in Articles II.317 to II.325, Higher Education Codex.

The delegated member attends meetings of the Board of Directors in an advisory capacity with regard to:

- determining the legal status regulations applicable to students and the education and examination regulations
- setting and spending of the tuition fee
- developing initiatives concerning student guidance
- setting the rules concerning international student mobility
- determining the organisation of the academic year, including the holiday arrangements
- setting the rules concerning the assessment of the teaching activities of the academic and teaching staff
- the general policy on internal quality assurance

If the advisory member cannot attend a meeting in which these issues are to be discussed, he must provide his advice by e-mail or by telephone to the Chair of the Board of Directors.

### *StuRa+*

The StuRa+ ensures student involvement in policy preparation activities concerning student-centred issues and ensures participation in decision-making at board level, as referred to in Articles II.317 to II.325, Higher Education Codex.

A flexible delegation from the Board of Directors and the core board (Chair and Vice-Chairs) of the KdG Student Council sits on the StuRa+.

To ensure student representation of all faculties and St Lucas School of Arts Antwerp, additional members may be allocated. The core board of the KdG Student Council appoints these members.

The StuRa+ is convened at least four times per year by the Vice-Chancellor, either on his own initiative or at the request of the Chair of the KdG Student Council.

All agenda items at meetings of the Board of Directors or Executive Board for which advice from and/or consultation with the student representatives is required are placed on the agenda of the StuRa+.

Documents that are submitted to the Board of Directors for a decision and are related to these items are also sent to StuRa+ members.

The general organisation and workings of the association (AUHA) and the institution (KdG) are discussed at the StuRa+ at least once per academic year.

The members of the StuRa+ get access to the permanent consultation structure in the university college and, where useful, can participate in workgroups.

Both the board and the student representatives can add extra items to the agenda.

In term 3 of each academic year, the various parties involved, in particular the KdG Student Council and the Board of Directors, will evaluate the operation of the StuRa+. If necessary, this evaluation results in new working arrangements for the next academic year.

### **Student Services Council**

The Student Services Council has equal representation of a student section and a section appointed by the Executive Board, each counting 7 members. The KdG Student Council sets out the voting procedure and organises the election of the student delegation.

### **Addendum: Disputes Relating to Representation Regulations**

Any dispute concerning the interpretation of these representation regulations or the way in which student academic representation in the university college is carried out and guaranteed shall first be discussed with the ombudsperson for the degree programme in question. If this does not provide a solution, the dispute is submitted to an arbitration board of three arbitrators. The Vice-Chancellor and the student representation each appoint a representative from the university college (student or staff member) as their arbitrator. The representation policy officer cannot take on this role, for the university college nor for the students. These two arbitrators together appoint a third arbitrator. The arbitration board decides unanimously or by a majority of two votes. The arbitration board explains its decision in writing. This decision is binding on all parties; no appeal is possible.

If the KdG Student Council is of the opinion that the institution has failed to comply with its legislative obligations with respect to student academic representation as described in Articles II.314 to II.334, and after it has completed the relevant internal procedures, it may report this matter to the Government Commission (Regeringscommissariaat).