howest
hogeschool

EDUCATION- AND EXAMINATION CODE

2024-2025

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GENERAL REGULATIONS

Article 1. General Regulations

The present Education and Examination Code is drawn up implementing the statutory decrees on higher education, as recorded in the 'Codex hoger onderwijs van 20 december 2013', the Codex of Higher Education dated 20 December 2013.

This Education and Examination Code applies to all educational activities at Howest in the scope of a study contract for a bachelor and an advanced bachelor study programme.

A guest student enjoys the rights and obligations of this Education and Examination Code, with the exception of the clauses related to the enrolment and the study contract.

Departures from the Education and Examination Code can only be introduced by decision of the Board of Directors.

Within the spirit of this Education and Examination Code, the programme teams can add supplements specific to the study programme in a Supplementary Education and Examination Code. The Board of Directors shall have to approve this Code.

Together with the Supplementary Education and Examination Code and the study contract in which the particularities with regard to the study programme are recorded, the present Education and Examination Code makes up the accession agreement, the contractual engagement between the student and Howest. When enrolling, the student agrees to this accession agreement.

Howest actively focuses on inclusion and strives for everyone to recognize themselves in these Education and Examination Code. For that reason, this text has been written in a gender-neutral way, whenever possible.

The present Education and Examination Code can be consulted via www.howest.be/OER. The Supplementary Education and Examination Code is available on the information site of the study programme on the electronic learning platform Leho.

Article 2. List of Definitions

academic year: a period of one year, which starts at the earliest on 1 September and at the latest on 1 October and ends on the day prior to the beginning of following academic year;

academic calendar: a plan of the academic year, approved by the Board of Directors, in which the weeks are numbered, possible activities per week and the vacation periods are indicated;

accreditation: the formal recognition of a study programme based on the decision of an independent body, in which is determined that the study programme meets the minimal quality and level requirements set in advance;

final tests: final tests assess to what extent the student masters the learning results of the study programme and whether or not they achieve the final level of the study programme

programme major / specialization: a differentiation in a study programme with a study load of at least 60 ECTS credits and maximally 120 ECTS credits for a bachelor study programme;

distance learning: education, which is mainly provided by means of ICT, which means that the student is not bound to a certain location to follow a study programme;

association: the corporate personality, in which at least one university of applied sciences and one university are associated; Howest is a member of the non-profit organization Ghent University Association (AUGent) of which the partner institutions are the Ghent University, the university of applied sciences Hogeschool Gent and the university of applied sciences Arteveldehogeschool;

Copyright: the copyright protects “works of literature and art”. This concept is much larger than only the “Fine Arts”. Indeed, the copyright can protect every creative and original creation of the human mind, which is expressed in a literary or artistic language. This right can relate to all sorts of graphic expression forms, such as paintings, drawings, movie clips and pictures, but can also be applicable to other forms, such as pieces of music, sculptures, computer programmes, etc.;

bachelor programme: a study programme that follows on secondary education, of which the study load amounts to at least 180 ECTS credits and that is either professionally or academically oriented or a study programme of which the study load amounts to at least 60 ECTS credits which follows another bachelor study programme (advanced bachelor study programme);

bachelor programme professionally oriented: a bachelor programme that aims at bringing students to a level of general and specific knowledge and competences necessary for the autonomous practice of a profession or a group of professions;

advanced bachelor programme: a bachelor programme that is subsequent to and deepens into the subject matter of (an)other bachelor programme(s) and of which the study load contains at least 60 ECTS credits;

aptitude test: the examination of a person’s competence(s), prior to awarding him/her with an aptitude certificate;

scholarship student: a student who receives a scholarship from the Flemish Government;

scholarship tariff student: a student who receives a scholarship from the Flemish Government or who meets the conditions, laid down in article 9 of the decree of 8 June 2007 concerning the study financing of the Flemish Government and who meets the financial criteria for obtaining a study financing of the Flemish Government;

aptitude certificate: the proof that a student - based on previously acquired credits (PAC’s) or previously acquired qualifications (PAQ’s) - has acquired the competences and/or learning objectives specific to a well-defined study programme, course unit, cluster of course units or partim;

almost-scholarship student: a student who, upon application, does not receive a scholarship from the Flemish Government, but pays reduced study fees because the reference income is below a fixed amount laid down in the regulations concerning study financing;

coach: the member of the student counselling team in a study programme to whom (part of the) students are assigned in view of having structural discussions on their study progress;

competence: refers to a coherent and complex set of knowledge, skills and attitudes, which are expressed in and developed by specific actions in complex and authentic situations;

contact hour: one hour (60 minutes) during which education and training are given or during which the student guided in direct contact between the education provider and the student or a group of

students and on the basis of which the student is bound to specific hours of educational provision. The student is expected to be present. This can be organized both in physical and in online education.

credit: an ECTS credit connected to a course unit and from which assessment shows that the student has sufficiently acquired the competences or learning objectives linked to the respective course unit;

credit certificate: a document or other form of registration, in which is stated that a student has taken an exam and has acquired the competences or learning objectives connected to a course unit;

credit contract: a contract, entered into by Howest and the student, who enrols with a view to obtaining (a) credit certificate(s) for one or more course units;

partial exam: each exam, outside the examination period, on a specific and previously communicated part of the learning content of a course unit or a part of it that will – according to a previously communicated weighing – be taken into account in the final exam score of the course unit;

deliberation: the formal discussion by the examination board about the study progress of the student;

deliberation grade: a result acquired after the examination for a course unit for which a student does not acquire a credit certificate, but for which an examination board decides that this course unit does not have to be retaken;

diploma contract: a contract, entered into by Howest and the student, who enrols in view of obtaining a degree or diploma of a study programme;

diploma supplement: a supplement to the diploma, describing the nature and duration of the programme, the completed study programme and the acquired credit certificates, the possible granted exemptions and possibly the previously followed programme and stating the institute(s) where the student attended the course units, if this is/these are different from the awarding institute or in case of joint degrees. The outline of the diploma supplement is determined by the Flemish Government;

Dean: is responsible for the general management of the study programmes assigned;

threshold: study progress measure, introduced by the Flemish Government, as from 2023-24, stipulating that the student has to be passed or deliberated for all course units of the threshold package, withing 2 academic years after enrolment. The student that achieves the threshold, can further enrol within the same study programme. The student that does not achieve the threshold, cannot further enrol in the same study programme. The treshold only applies to students who start in a specific bachelor's degree study programme as from the academic year 2023-24;

threshold package: all course units taken in the academic year of the first enrolment in a specific bachelor's degree study programme (initial) or replacement choice in case of a second enrolment (final);

ECTS: 'European Credit Transfer and Accumulation System', a European-wide recognized system for the international transfer and accumulation of the study credits and the score of the student through an objective comparison;

European students: students having the nationality of a state belonging to the European Economic Area;

evaluation: each assessment of the progress of the student in the field of competences, learning objectives or learning results;

PAC: a previously acquired competence, being the whole of knowledge, insight, skills and attitudes acquired through learning processes that was not confirmed by a study certificate;

PAQ: a previously acquired qualification, being each study certificate that shows a formal learning track was successfully completed, whether as part of an educational programme or otherwise, insofar as it is not a credit certificate obtained within the institute and programme where the student wishes to assert this qualification;

exam: each assessment of the extent to which a student has acquired – based on their study – the competences, the learning results or the learning objectives connected to a course unit or part of a course unit, in terms of an exam score;

exam decision: any decision, whether or not based on a deliberation, that holds a final judgement on the fact whether or not the student meets the requirements stipulated for a single course unit, several course units of a study programme or the study programme as such;

exam score: the assessment in figures of the extent to which the student has a thorough command of the competences, the learning results of the learning objectives of a course unit/partim, in terms of a score out of 20;

examination board: the board that makes the final decisions regarding the student's learning track;

exam contract: a contract, entered into by Howest and the student, who – on certain conditions laid down by Howest – enrols for taking exams in view of obtaining a diploma or credit certificates;

examination office: the local contact point open to all parties involved in the exams;

disciplinary decision regarding breaches of the examination code: all sanctions imposed in case of irregularities concerning exams;

adjustment/facility: a departure from the organization of the study track, the educational and/or evaluation activities due to individual circumstances;

guest student: a student who is enrolled in another institute of higher education with which Howest has an agreement and who, in the framework of their study programme, takes one or more course units at Howest;

deliberated course unit: a course unit for which a student has not acquired a credit certificate based on (an) exam(s), but on which an examination board has decided that it should not be retaken;

personalized learning track: a learning track that differs from the standard learning track, abbreviated in Dutch as IOT(individual learning track) or PDT (personal partial track);

generation student: a student who enrols for the first time with a diploma contract for an associate degree study programme or a bachelor study programme in an institution of higher education in Flanders;

Associate Degree: a profession-oriented study programme of higher vocational education that follows on secondary education; with a study load of 90 or 120 ECTS credits;

degree: the specification of Bachelor, awarded at the end of a study programme;

limit date: for each course unit, Howest determines a limit date. This date determines whether or not the student is refunded the study credits into his/her learning account in case he/she de-enrols for this course unit;

transgressive behaviour: each violation of a person's integrity, such as abuse of power, sexual harassment, violence and bullying;

initial bachelor study programme: bachelor study programme that follows on secondary education;

international office: the Howest department responsible for internationalisation and abroad mobility

IOT status: status necessary to derogate from a model track from 54 to 66 study credits at the first enrolment in a bachelor's degree study programme;

qualification: a completed and accredited whole of competences, domain-specific or study-programme-specific learning results, with as proof an official certificate or diploma, awarded after successfully having completed a study or learning track or after an PAC and/or PAQ procedure;

learning agreement: an agreement between two educational institutes in which the learning track of the student is recorded in case of an exchange;

learning objective: the further concretion of learning results. **A learning result** is converted into learning objectives to guarantee the gradual construction of the objective and to concretize the learning result. A learning objective specifies what the student is expected to achieve in the field of knowledge, insights, skills and/or attitudes.

learning account: the total set of ECTS credits a student can take up during the study career to enrol for an initial bachelor or master programme under a diploma contract or for a course unit under a credit contract. This set of credits may develop depending on the number of ECTS credits for which the student enrols and which are acquired. The learning account can be consulted at www.burgerprofiel.be;(only in Dutch);

learning result: determines what the student is expected to know, to understand and to do when he/she completes a learning track and the way how he/she can show what he/she has learned. Learning results are competences linked to the levels of the Vlaamse Kwalificatiestructuur [Flemish Qualification Structure];

Leho: the digital learning environment, electronic learning platform of Howest.

micro-degree: a defined and coherent set of course units, for those who wish to specialise in specific (sub)areas of a study programme. Obtaining all the credit certificates of this standard learning track leads to an attestation of the micro-degree.

standard learning track: the learning track prescribed for a group of students;

standard learning track tranche (SMTT): number which corresponds with the ranking of the semesters of the standard standard learning track (track to graduate within the normally provided time);

monitoring service: an educational activity with additional field-substantial explanation, given by the lecturer of the course unit concerned to the student in order to increase the study progress;

moral rights: the moral rights in copyright are the rights which concern the immaterial interests of the author, such as reputation, 'integrity' and/or the personal bond with the work in the capacity of a creator;

ombudsperson: independently and objectively investigates a complaint and tries to find a solution to the problem through mediation;

educational activity: all activities organized to acquire the competences, learning results or learning objectives of the programme/course units and/or partims;

educational subject: a subject for which students can acquire teaching qualifications for secondary education;

ECTS credits taken: the study credits related to the course units for which a student has enrolled in a specific academic year;

study programme: the structuring unit of the educational offer;

course unit: a defined unit of educational and assessment activities aimed at acquiring well- defined learning results or competences, learning objectives and/or learning results, also called a module at Howest;

programme coordinator: the person responsible for the contents and the education organization of the study programme, the contact person for the students;

transfer: transferring an exam score of a partim starting from 10/20 when re-enrolling for the same course unit in a next academic year;

partim: a defined part of a course unit with a study load of whole ECTS credits;

permanent evaluation: the regular evaluation of the student's learning process during the period of the teaching activities that contributes to the composition of the examination mark;

plagiarism: each imitation of another author's work or of earlier work of oneself (ideas, texts, structures, illustrations, plans, …); identically or slightly altered without the indication of a quote and/or without adequately crediting the source;

postgraduate: a learning track with a study load of at least 20 ECTS credits in the scope of the continued professional training , providing more in-depth knowledge and/or broadening of the competences acquired at the completion of an associate degree, bachelor or master study programme;

Council for Disputes on Study Progress Decisions: administrative judicial institution that rules on external appeals concerning study progress decisions, after exhaustion of the internal appeal procedure, and on requests for recovery of learning credits due to force majeure. Address: Council for Disputes on Study Progress Decisions, Koning Albert II-laan 15, box 130, 1210 Brussels. More information on https://onderwijs.vlaanderen.be/nl/raad; (only in Dutch);

reasonable adaptation: a specific measure, of material or immaterial nature, which neutralises the restrictive effect of an inadequate environment on the participation of a person with a disability that is not disproportional and does not affect the possibility to achieve the learning results and/of the learning objectives of the study programme.

start test: an institution-neutral test that students must take as a condition for first enrolment in certain Bachelor's study programmes;

student with a disability: a student with a long-term (at least 12 months) or permanent impairment of one or more bodily functions, a developmental disability, an auditory impairment, a visual impairment, a motor impairment, a psychiatric impairment, a chronic illness or other limitation, with an endorsed file;

student counselling: the guidance offered by Howest to help the student to optimize their study, consisting of monitoring service, coaching, learning track guidance and additional study coaching.

student administration office: the local contact point for all administrative formalities, references and contact with the Dean for all matters concerning the learning track;

study coach: the contact point for assistance at the application of a special status and adaptations/facilities, study choice and coaching at the development of study skills;

study contract: the contract between Howest and the respective student, concluded at the moment of enrolment;

course sheet: the course sheet of a course unit is composed of the educational and organizational description of this course unit;

field of study: the field determined by decree in which study programmes are put together;

tuition fee: the amount to be paid by the student to participate in educational and/or assessment activities, and/or exams;

study guide: the study guide of a study programme includes the educational and organizational description of that study programme;

study load: the number of ECTS credits assigned to a course unit, partim or study programme;

ECTS credit: an international unit accepted within the Flemish Government that corresponds to a minimum of 25 and a maximum of 30 hours of study time and that is used to express the study load of each study programme or course unit;

study time: the amount of time in terms of hours that an average student needs to successfully complete the prescribed educational and assessment activities of a course unit or study programme;

learning track: the way in which a study is arranged;

Stuvo: Howest department for student facilities

study progress: the way in which the student makes progress in the learning track. This may be based on examinations and/or PACs and PAQs;

admission check: an inquiry at Howest to receive deviating admission conditions, even as non-holder of a diploma of secondary education, to enrol for a bachelor study programme via a credit contract or exam contract in view of obtaining credit certificates;

admission examination: an examination at the level of Ghent University Association to receive, as a prospective student for a bachelor study programme, deviating admission conditions;

entrance agreement: the contract that Howest enters into with a student, in which the student states to have accepted the general regulations and the study contract. This agreement includes the Education and Examination Regulations, the Supplementary Education and Examination Agreement, if any, and the study contract;

learning track counsellor: the person in the study programme to be contacted or consulted by the individual student to outline and to guide their learning track and/or PAC and/or PAQ procedure;

property rights: the property rights in copyright are rights which are either individually or jointly transferable, together with another right, or which aim to provide the rights-holder with a material advantage, or which have been obtained in exchange of a material advantage that was provided or promised;

acquired ECTS credits: the credits, connected to the course units, for which a student has obtained a credit certificate;

renounce / renunciation: waive the decision "deliberated" as the student still wants to obtain a credit certificate;

course prerequisites / succession: programme that obligatory must have been followed or a course unit or study programme for which a student must have succeeded before a student can register for another course unit or another study programme;

exemption: lifting of the obligation to participate in the educational and/or evaluation activities of a course unit or a partim;

workplace learning: the learning activities aimed at the achievement of general or profession-oriented competences, whereby the employment situation is the learning environment;

working student: a student who meets the following requirements:

- holds a proof of employment, as an employed or self-employed person, with a work load of at least 80 hours per month, or holds a certificate of welfare recipient job-seeker and the study programme fits in with the track in order to find employment, presented by a Regional Employment Service;
- does not yet obtain a second cycle diploma or a master diploma;
- is enrolled in a learning track with particular educational and learning forms and with particular modalities of guidance and offer, which is as such registered in the higher education register.

EDUCATION REGULATIONS

1. ORGANIZATION OF THE ACADEMIC YEAR

Article 3. Academic Calendar

The academic year is organized according to an academic calendar.

The academic calendar contains the start and end date of the academic year; the educational and assessment activities, including the compulsory internships; start and end date of the 2 semesters; the holiday periods; examination periods; periods of deliberations, feedback and examination results announcements.

The academic calendar is ratified by the Institutional Board of Howest, after ratification by the student council.

Within the limits of this academic calendar, programme teams can draw up a study programme-related academic calendar with a half-yearly organization per study programme, the planning for the students in connection with the organization of the academic year.

At the start of the academic year, the programme teams organize reception activities, info sessions, at least for those students who enrol for the very first time.

For each standard learning track, a course timetable is drawn up, which is publicized via https://lesroosters.howest.be/
Hereby, following regulations apply:

- When the lecturer is not present after 15 minutes, the student representative addresses the reception desk to obtain information or instructions;
- Alterations of educational activities, lecturers, course timetables or class rooms are publicized via the learning platform Leho and/or https://lesroosters.howest.be/.

2. STUDENTS

Article 4. Student Status

A student at Howest is someone who meets the admission requirements determined by decree, who is enrolled in a legal way. The student enjoys the rights and obligations stipulated in the entry agreement, more particularly the Education and Examination Regulations, the Supplementary Education and Examination Regulations, if any, and the study contract.

A guest student is a student who is enrolled in another institute of higher education at home or abroad and who, in the frame of their study programme, follows one or more course units at Howest. The guest student is admitted subject to the existence of a written agreement between Howest and the institute where the student is enrolled. The guest student enjoys the rights and duties of the entry agreement, but does not receive a study contract. The guest student, however, does receive a student card, valid for the period in which the student follows course units at Howest.

3. ADMISSION REQUIREMENTS

Article 5. Field of Application

The admission requirements, which are recorded in this chapter, apply to both enrolment in a programme and to enrolment in one or more course units.

3.1 General Admission Regulations

Article 6. Diploma Requirement Bachelor Study Programme

As a general admission requirement, students who intend to enrol in a bachelor programme need to hold one of the following diplomas:

- a secondary school diploma awarded by the Flemish Government;
- a short-type higher education diploma with a full curriculum;
- a higher education diploma for social promotion, with the exception of the Certificate of Teaching Competence;
- a diploma of higher vocational education;
- an associate degree diploma;
- a candidate's diploma;
- a bachelor's degree or equivalent;
- a master's degree or equivalent;
- a study certificate which, pursuant to a statutory standard, a European Directive or an international convention, is recognized as being equivalent to one of the diplomas listed above. This applies to the following proofs of study:
  - Belgian study certificates
    - A secondary school diploma awarded by the French-speaking or German-speaking Communities;
    - A certificate of complementary secondary vocational education;
    - A technical engineer diploma;
    - A diploma of higher technical education of the third grade;
  - Foreign study certificates
    - A 'European Baccalaureate', awarded by the European Schools in Belgium or abroad;
    - A 'Diplôme du Baccalauréat international' awarded by the Office du Baccalauréat International in Geneva;
    - A diploma awarded by the SHAPE school (NATO);
    - A Luxembourg ''diplôme de Fin d'Etudes secondaires' or a ''diplôme de Fin d'Etudes secondaires techniques';
    - a Dutch diploma 'Voorbereidend wetenschappelijk onderwijs' (VWO), or freely translated: 'Preparatory Scientific Education' (VWO)
    - A Dutch 'Getuigschrift van met goed gevolg afgelegd propedeutisch examen' certificate;
    - A Dutch diploma 'Middelbaar beroepsonderwijs' (MBO) of at least 3 – 4 years with qualification level 4;
    - A French 'Baccalauréat' diploma (minimum score 10/20);
    - A German 'Zeugnis der allgemeinen Hochschulreife/Abitur' diploma;
    - A legalized 'High School Diploma' (USA) with a 'transcript of records', listing at least 4 Advanced Placements (APs);
    - A foreign diploma declared equivalent by NARIC;

- A legalized bachelor or master diploma

In the absence of such recognition, the Dean, through the Admissions Department, may admit to enrolment in a Bachelor study programme, persons who have obtained a diploma or certificate granting admission to university education in a country within or outside the European Union.

In case of a foreign diploma, the admission procedure must be respected cfr. 'Terms and Conditions for Admission of Foreign Students with a Foreign Diploma'.

Article 7. Diploma Requirement Shortened Educational Bachelor Secondary Education

The enrolment in the study programme of Shortened Educational Bachelor Secondary Education is subject to the possession of a bachelor diploma.

Article 8. Diploma Requirement Advanced Bachelor Study Programme

Howest may limit direct admission to an advanced bachelor study programme to graduates of bachelor study programmes with specific study programme characteristics (at least 1 professionally-oriented bachelor study programme). This is mentioned in the study guide.

Article 9. Language Requirements

When the prospective student enrols for a Dutch study programme, he/she needs to proof that he/she has sufficient knowledge of Dutch. As conclusive evidence, the following is accepted:

- a certificate that at least one full-time year of study of a Dutch programme has been followed successfully in secondary education or at least 30 ECTS credits Dutch-language course units in higher education;
- a certificate of CEF level B2 Dutch (or higher), being at least equivalent to the requirements set in the Profile Language Sufficiency Higher Education of the Dutch Language Union;
- a certificate of NT2, Vantage 1A+B or Vantage oral and written modules or 'Richtgraad 3' [3rd Degree] of a Centre for Adult Education;
- a certificate of the Interuniversitaire Taaltest Nederlands voor Anderstaligen [Interuniversity Language Test Dutch for Non-Native Dutch Speakers] at level ERK B2 (ITNA-test);
- A NVA5 certificate of the Universitair Centrum voor Talenonderwijs of UGent.
- A certificate Educatief Startbekwaam or Educatief Professioneel (freely translated: Start Competent for Education or Professional Competences for Education) of CNaVT.
- A successful Staatsexamen NTII Programma II (State Examination NTII Programme II) (issued by the College voor Toetsen en Examens in Nederlands [College for Tests and Examinations in The Netherlands]).

When a regular student enrols for an English study programme, he/she needs an adequate proof of English proficiency. Following certificates are accepted:

- a secondary education diploma awarded by the Flemish Government (except for vocational secondary education (BSO) and CVO (centres for adult education)).
- a Dutch diploma 'Voorbereidend wetenschappelijk onderwijs' (VWO), or freely translated: 'Preparotory Scientific Education' (VWO)
- a diploma of international Baccalaureate in English or at least with grade 5 for the course English A or B high level or at least grade 6 for the course English B standard level;
- a diploma of European Baccalaureate with English as first language and a score of at least 6 or as second language and a score of at least 7;
- a certificate that at least a one-year full-time study programme of an English-language study programme in secondary education or at least 30 credits English-language course units in an

English-language study programme at an institute for higher education has been followed successfully. If it appears during the application for enrolment that the prospective student has insufficient command of the English language, the Admissions Department may additionally require one of the other certificates mentioned below;

- a recent TOEFL Certificate: minimum score: 550 points (paper-based), 213 points (computer-based) or 79 points (internet-based);
- a recent IELTS Certificate from the British Council: minimum score 6.5;
- a GCSE Certificate English with score A* -C;
- a certificate of Cambridge English: First Certificate in English (FCE) or Certificate in Advanced English (CAE) or Certificate of Proficiency in English (CPE);
- a certificate of Cambridge IGCSE English First, IGCSE English as a Second Language with a minimum A grade;
- a certificate of the 'English Test' awarded by the University Language Center (UCT) of Ghent University;
- a certificate of Duolingo: minimum score of 110;
- a certificate of the IELTS indicator test: minimum score 6.5;
- a certificate of Anglia: minimum level Advanced;
- a certificate of Pearson PTE = minimum score of 53;
- an attestation of CEF level B2 English (or higher) for speaking, reading, listening and writing skills.

If desired, study programmes can impose stricter language requirements. If a programme, which is offered more than once at the AUGent desires to do so, it consults with the association partners, so the same requirements are valid. The stricter language requirements must be made explicit per programme in the Supplementary Education and Examination Code.

In case of enrolment under a credit contract in course units, a candidate shall proof to have sufficient knowledge of the teaching language of the course unit on the basis of one of the proofs such as mentioned above.

Article 10. Condition Study Credit

When the student enrols in an initial bachelor programme or with a credit contract, he/she is admitted amounting to their available learning account.

The Learning Account does not apply to an associate degree study programme.

3.2 Particular Admission Regulations

Article 11. Compulsory Start Test for an Educational Bachelor Study Programme

Students who, for the first time, want to enrol for a specific educational bachelor study programme in Flanders must take a start test. This start test is cross institutional and is taken digitally.

For the educational bachelor in secondary education and nursery education, the start test consists of the Dutch language section; for the educational bachelor in primary education, the start test consists of Dutch, French and mathematics.

In the following cases, students are exempted from taking the Dutch start test by default:

- If the student have already taken a start test in the past and were enrolled in an educational bachelor study programme;

- if, in the past, the student obtained a Dutch-language degree of a bachelor's degree study programme or a specific teacher training programme (SLO) or a Dutch-language degree equated with the degree of bachelor or master.

In the following cases, students are exempted from taking the French and Maths start test by default:

- If the student already took a foundation test in the past and were enrolled in an educational bachelor's programme in primary education;

In addition, students can request an exceptional exemption from participation due to special individual circumstances. This also applies to those wishing to enrol after the last test date.

All information on the start test and its exemption is available on the website www.vlaam-sehogescholenraad.be/nl/starttoets.

When enrolling, the student shall furnish the proof that the test was taken and deliver a valid proof of participation. In case of exemption of participation, the student will furnish the proof of exemption.

In case the student is unable to furnish a proof of participation or exemption, he can only enrol upon presentation of the proof of enrolment in the next available test slot or of the application for exemption and under the condition precedent that the proof of participation or exemption is submitted at least two weeks after the participation or the receipt of the exemption.

After taking the start test, each participant receives an individual feedback report. Every participant is entitled to have a discussion with a study or track counsellor on the basis of this report.

The caesura for the start tests are set across institutions and included in the cross-institutional regulations "Starttoets lerarenopleiding" [Teacher Training Start Test]. Those who fail the caesura on the start test must participate in a remedial course. Those who are exempted from taking the start test due to special individual circumstances are also obliged to take part in a remedial course.

The modalities of the remediation trajectory are included in the Aanvullend Onderwijs- en examenreglement [Supplementary Education and Examination Regulations] of the study programme.

Article 12. Enrolling in a Study Programme in Distance Learning

To enrol in a study programme offered as distance learning, the student must have the working student status, be a job-seeker, or have an IOT-status. Contrary to the definition of working student, the student can already possess a second cycle or master diploma.

Article 13. Enrolling in a Standard learning track with Specific Admission Requirements

Programme teams may limit access to specific standard learning tracks (shortened tracks, micro-degrees, etc.) to students with specific relevant professional experience and/or to graduates of study programmes with specific educational characteristics.

Before enrolling in a standard learning track for students with specific relevant professional experience, the prospective student must make an appointment with the learning track counsellor of the study programme to demonstrate the relevant professional experience.

This is included in the Supplementary Education and Examination Code of the study programme.

Article 14. Concurrent Enrolments

A student who obtained at least 30 ECTS credits in the last standard learning track of a bachelor programme can, even before obtaining the diploma of the bachelor programme, also be enrolled in a complementary advanced bachelor programme, a postgraduate or a refresher course at Howest.

A student who has already achieved 120 ECTS credits in a bachelor study programme, can, even before obtaining the diploma of the bachelor study programme, enrol in a shortened educational bachelor study programme secondary education.

The student can only obtain the diploma or certificate of the post-initial programme after having obtained the diploma of the regarding bachelor programme.

A student who, in the last standard learning track of an associate degree study programme, has achieved at least 30 ECTS credits can, even before obtaining the associate degree, enrol in a consecutive bachelor study programme for which a subsequent trajectory is offered at Howest. The student can only obtain the diploma of the bachelor study programme after obtaining the diploma of the associate degree study programme concerned.

3.3 Deviating Admission Requirements

Article 15. Deviating Admission Requirements Diploma Contract and Exam Contract in view of Obtaining a Diploma

Prospective students who do not meet the diploma requirements can be authorized to enrol in a bachelor programme provided they pass an admission examination as stipulated in a specific procedure of AUGent.

Provided that the language requirements in force are met, the admission examination can be applied for by:

- Prospective students, who do not meet the aforementioned, general admission requirements, on condition that they have reached the age of 21 at the latest on December 31 of the academic year for a bachelor study programme;
- refugees and displaced persons, without age restriction;
- Candidate virtuosos, young people who have not yet reached the age of 21 and whose talent and sustained will in a specific art discipline clearly go beyond what can be offered by compulsory or part-time artistic education.

Refugees whose asylum request has been declared admissible, as well as their children, prove this by means of:

- appendix 25 delivered at the border to an asylum seeker or appendix 26 delivered in the Realm to an asylum seeker;
- a Belgian certificate “Attest van Immatriculatie”
- the certificate of admissibility of the asylum request, awarded by the Ministry for the Interior.

The documents mentioned above are in accordance with the Royal Decree of 8 October 1981 regarding the access to the realm, the residence, the settlement and the removal of foreigners.

Prospective students can only participate once per academic year to an admission examination.

To finally enrol, the candidate also needs to meet possible supplementary admission requirements for the programme in which he wishes to enrol.

For more information, the prospective student contacts the Dienst Toelating [Admissions Office] via toelatingsonderzoek@howest.be. More information can be found on https://augent.be/education-2/ en www.howest.be/toelatingsonderzoek

Article 16. Deviating Admission Conditions Credit or Exam Contract in view of acquiring credits

A Dean can grant permission – via the dienst Toelating [Admissions Office] - to prospective students who do not meet the diploma requirements to enrol in separate course units of a bachelor study programme under a credit contract or an exam contract in view of obtaining one or more credit certificates, provided that it appears from an internal investigation that the prospective student has the ability to follow the course units well and meets the language requirements. This investigation is called “admission check” and comprises the registration, an exploratory discussion with the programme coordinator and/or the learning track counsellor, the composition of a portfolio and an assessment of the portfolio.

For more information, the prospective student contacts the Dienst Toelating [Admissions Office] via toelatingsonderzoek@howest.be. More information can be found on www.howest.be/toelating-sonderzoek (only in Dutch).

Article 17. Admission Requirements for Foreign Students

Foreign students always must be able to present the permission or authorization for their stay in Belgium, as stipulated by the law of 15 December 1980 regarding access to the territory, stay, settlement and removal of foreigners. They can do this by one of the means below:

- the identity card of a member state of the European Union;
- the residence permit of a member state of the European Union;
- the identity card for foreigners;
- the registration certificate from the Central Register of Foreigners.

Refugees whose application for asylum has been declared admissible, as well as their children, shall furnish proof of this by means of:

- Annex 25 issued at the border to an asylum seeker or Annex 26 issued in the State to an asylum seeker;
- an immatriculation certificate;
- the certificate of admissibility of the asylum application, issued by the Ministry of Internal Affairs.

All documents refer to article 31 of the Royal Decree of 8 October 1981 regarding access to the territory, stay, settlement and removal of foreigners.

This is not applicable to enrolments for study programmes in distance education without on-campus teaching and evaluation activities.

Students meet the diploma requirements with a study certificate which, according to a legal standard, a European directive or an international agreement, is recognized as equivalent to one of the diplomas as listed under the general admission requirements.

In the absence of such recognition, the dienst Toelating [Admissions Office], allow persons having obtained a diploma or certificate that grants access to university studies or the admission examination for university studies of the land in which the respective diploma was awarded, to register for a bachelor programme. When in the land, a maturity examination is a condition, this condition also counts here.

To that end, the student submits an application for admission via https://apply.howest.be.

This application for admission to a study programme shall include:

1. a legalized copy of the secondary and/or higher education diploma or certificate and transcript of records that grants access to: university education in the respective country;
2. a statement that the diploma or certificate grants access to the university in the respective country;
3. a proof that one meets the language requirements;
4. a copy of the identity card and/or the residence permit;
5. the proof of payment of the application fee.

The documents listed under 1° and 2° must be awarded by the school direction or by official institutes of the country where the (preparatory) programme(s) was/were followed. Or by the institutes that have officially recognized the documents. Furthermore, these documents must be declared as real by a competent diplomatic agent.

For the diplomas or certificates not drawn up in Dutch, French, English or German, a translation by a Belgian sworn translator must be attached.

In addition, Chinese state citizens deliver an APS-certificate.

For Cameroon, Nigeria and Ghana, the institution where the diploma was achieved shall send, in addition to the required legislation by the Belgian embassy, a graduation certificate and score list in a sealed envelope to Howest, Algemene Diensten – Toelating [General Services – Admission].

For a country with PISA-Average score of Mathematics, Science and Reading of less than 450 or for a country with no PISA score, Howest reserves the right to impose certain tests and/or interviews as an additional admission requirement.

The dienst Toelating [Admissions Office] checks the file for content and authenticity and if all conditions are met, the student receives a certificate of admission which allows the student to enrol.

More information can be found on https://www.howest.be/en/applications-for-english-taught-degree-programmes

Non-EEA students shall take out a 'Full cover' Expat & Co student insurance policy through http://howest2.student-travel-insurance.eu/home upon initial enrolment. They should provide proof of this upon enrolment (except for study programmes offered in distance learning where no teaching and evaluation take place on campus).

Students who do not hold a legal residence permit or student visa cannot be enrolled (with the exception of study programmes offered in distance education for which there are no on-campus teaching and evaluation activities).

If the residence permit expires during the present academic year, the student must hand in a copy of the renewed green card at the student administration office. This is at the initiative of the student.

4. ENROLMENT OF THE STUDENT

Article 18. Enrolling as a Student

A prospective student can enrol as a student if the admission requirements are met. Enrolling conditionally is not possible.

A prospective student may enrol for:
- One programme or multiple programmes/majors simultaneously;
- One or more course units, which are part of one or more programmes;

A student enrolling for the first time in a given Bachelor study programme with a diploma contract shall enrol in the first standard learning track with a study load of 54 to 66 credits.

This obligation does not apply to:
1° students who obtained an individualised track on the basis of a dossier, i.e. those who can obtain exemptions on the basis of previously acquired PACs or PAQs. They enrol for at least all non-exempted course units of the first standard track;
2° students with IOT-status.

In case it concerns an individualised track, the student first needs to contact the learning track counsellor(s) before enrolling.
When enrolling, the student can choose between a diploma contract, a credit contract and an exam contract. Course units with continuous assessment or with specific educational forms requiring guidance or which are offered via distance education do not qualify for an exam contract.

The smallest unit possible to enrol in is the course unit.

Enrolment can be made physically at the student administration office, or online via www.howest.be/inschrijven.

The opening hours of the student administration office are mentioned on the website of Howest: www.howest.be.

The following documents are required:
- identity card;
- document(s) showing that the admission requirements are met, including language requirements, or a proof of admission;
- proof of application for a scholarship, if applicable;
- proofs relating to the special status or IOT-status, if applicable;
- proof of discontinuation of the studies at an AUGent institute current academic year, if applicable;

Enrolling in a programme or course units automatically implies enrolling in the respective exams, except when the Supplementary Education and Examination Code lay down a separate enrolment for examinations.

The enrolment is valid for one academic year.

Article 19. Steps in the Enrolment Procedure

For a first enrolment, the following steps shall be completed:

1. The pre-enrolment: the prospective student registers for one or more study programmes and/or programme majors via the Howest website: www.howest.be/inschrijven.

All required documents are uploaded at the pre-enrolment.

2. In case it concerns an enrolment in a standard learning track, the candidate-student composes the study programme and signs it. In this case, the pre-enrolment is immediately linked to the effective enrolment in step 6 in this article.

The student eligible for and choosing a personalized learning track, and the students wishing to enrol in a standard learning track with specific admission requirements, follow steps 3 to 7.

3. The candidate-student contacts the learning track counsellor. The contact details are mentioned in the email the candidate-student receives at the pre-enrolment.

4. Possible start-up of the PAC and/or PAQ procedure or application for an IOT-status.

5. Drawing up the personalized learning track.

6. Actual enrolment: the enrolment is definitive after signing the accession agreement via the study contract or the study programme (in case of online enrolment). As a result, the student shall also fulfil the financial obligations.

In case of inspection of the file, the original proofs or legalized copies can be asked to be presented. If the file is not complete, the student administration office can ask to first upload all required documents before an actual enrolment can take place.

After the actual enrolment, the student receives a student card (except in case of an examination contract), a certificate for subscriptions and all further supporting documents.

At the enrolment, the students receive an account of the institution with accompanying email address. This account gives access to ICT facilities and the learning platform Leho . This email address is used for communication purposes between Howest and the student.

7. Payment of the tuition fee: the payment of the tuition fee shall be effected before the due period mentioned on the invoice which is sent to the student by e-mail.

The data regarding a scholarship and growth package are sent to the competent services.

A student who pays, but did not sign the study contract or the study programme, is considered to agree with the contract.

When re-enrolling, the student fills in a re-enrolment application via iBamaflex and the same procedure is followed starting from step 2.

Article 20. Late Enrolment

Enrolments later than 15 October (for the first semester) or later than 1 March (for the second semester) are late enrolments and only possible following to a conversation with the learning track counsellor.

Late enrolments with a diploma contract in a personalized learning track are only possible upon reorientation or for duly justified reasons, subject to the approval of the Dean. The candidate-students addresses a motivational letter to the Dean via toelating.kortrijk@howest.be or

toelating.brigge@howest.be. This letter contains the necessary proofs to motivate the request of late enrolment. The Dean communicates the reasoned decision in writing at the latest 15 calendar days after the application to the student.

The right to two exam chances can be invalid if the student enrols late. Two exam chances are only still possible provided it is operationally possible and provided the evaluation form allows to do so. In case of late enrolment, when evaluations already have taken place, the evaluation of the first exam chance can deviate from the course sheet. In case the first exam chance lapses, it will be indicated at the composition of the study track by the learning track counsellor and signed for approval by the student.

Article 21. Additional and Separate Enrolment

An additional enrolment is an enrolment with a distinct contract for the same or another initial bachelor's degree or associate degree study programme at Howest.

With regard to the additional enrolment for a study programme of which the student already holds the diploma, the following condition applies: the student must take at least 30 ECTS credits in another major to be able to obtain the second diploma.

For an additional enrolment, the study fee is determined by the sum of the ECTS credits for which the student enrols.

Enrolments for advanced bachelor programmes and postgraduates are separate enrolments. For separate enrolments, the complete study fee applies.

Article 22. Refusal of Enrolment

Howest may refuse the enrolment.

The enrolment of a student can be refused when the student did not meet the binding study requirements listed at a previous enrolment.

If the details of a student's individual file show that a subsequent enrolment in higher education will not yield a positive result, an institution may refuse the student's enrolment in a motivated manner. If in a previous enrolment in an English-language Bachelor study programme, the student achieved a study efficiency of less than 20%, a subsequent enrolment in all English-language Bachelor study programmes will be refused.

The re-enrolment of a student in the bachelor of Digital Arts and Entertainment study programme who still has to acquire more than 120 study credits to obtain the Bachelor's degree can be refused on the basis of too low a study efficiency. The modalities are included in the supplementary Education and Examination code.

Under circumstances of force majeure or particular personal circumstances and provided there is a sufficient study credit, it can be deviated from the above general principles upon a favourable decision of Howest. In such case, binding study requirements can be imposed immediately.In this case, the student shall address a written and motivated request for enrolment, accompanied by the proofs of force majeure or particular personal circumstances, to Howest via https://www.howest.be/nl/aanvraag-tot-herinschrijven.

The decision is taken in consultation with the learning track counsellor, the programme coordinator and the Dean. The Dean communicates in writing the reasoned decision to the student within 15 calendar days after the start of the academic year if the application was submitted before the start of the academic year; within 15 calendar days after the request if the it was submitted at a later time.

Howest refuses the enrolment in a bachelor's degree study programme in case the student has a learning account smaller than or equal to zero, to the exception of students who already have obtained a master's degree and of whom the learning account has subsequently be reduced by 140 ECTS.

In case of insufficient study credits, students can only enrol in a bachelor's degree study programme to the extent of the study credits still available in accordance with the admission conditions regarding study credits.

If a student, upon the second enrolment in a specific bachelor's degree study programme, has not achieved the threshold, he cannot re-enrol for the same study programme, not even in another language.

In case of a credit contract, enrolment for a course unit for which the student already enrolled twice without obtaining the credit certificate, will be refused.

Against refusal of enrolment, the student can internally lodge an appeal with the Internal Appeals Committee, in accordance with the procedure described under "Appeal", possibly followed by an external appeal with the Council for disputes about decisions on study progress ('Raad voor betwistingen inzake studievoortgangsbeslissingen').

The student of whom the enrolment in a specific study programme is refused in accordance with he present Article, can re-enrol in the same study programme provided he has, after the refusal of enrolment, obtained a diploma of higher education, or after a waiting period of six academic years.

Article 23. Validity of Enrolment

Each enrolment is only legally valid after fulfilment of the required formalities and signing the entry agreement via the study contract or the study programme in case of online enrolment.

In case of fraud with or missing admission documents, the enrolment and all decisions already taken regarding this enrolment are regarded as not existing, irrespective of the time when this is found. Possible previously acquired results are rendered null and void and the delivered credit certificates, certificates and diplomas are reclaimed.

5. STUDY CONTRACT

Article 24. Type of study Contract

The study contract involves an individual programme for which one of the following contracts of a certain type are concluded:

a) a diploma contract with a view to obtaining a diploma;
b) a credit contract with a view to obtaining a credit certificate for one or more course units;
c) an exam contract with a view to obtaining a diploma;
d) an exam contract with a view to obtaining a credit certificate for one or more course units.

Students with an exam contract cannot take part in the educational activities and do not receive counselling.

Course units with continuous assessment and with specific educational types, which require counselling, do not qualify for an exam contract.

Given the fact that the course units, such as a “final internship”, “workplace learning”, “graduation project” and “bachelor paper” cannot be considered apart from the overall study programme, they do not enter into account for a credit contract.

A combination of an exam contract and a diploma contract for one and the same study programme is excluded.

Article 25. Modifying a Study Contract

Students who enrol in a particular initial Bachelor study programme for the first time must take a standard learning track with a study load of 54 to 66 credits in the first year, with the exception of students with IOT-status or who received exemptions on the grounds of PAC or PAQ, who take at least all non-exempted course units from the first standard learning track.

A student who has not obtained a credit certificate or deliberation mark for all the course units taken, shall, without prejudice to the rules on learning account, re-enrol for at least all the course units for which he does not have a credit certificate or deliberation mark upon subsequent enrolment in that study programme. If one of these course units is an optional course unit, the student may opt for a substitute optional course unit within the applicable agreements of the study programme concerned.

These general provisions must be respected in case of contract changes.

All modifications of enrolment on demand of the student must be discussed in advance with the learning track counsellor of the respective study programme. The learning track counsellor approves the request for modification by signing the request form or via iBamaflex. The student deposits the signed request form at the student administration office or signs the modified study programme via iBamaflex before the data stipulated below.

Following modifications are possible:

1. modifying the contract type:
- effected jointly by the Dean via the learning track counsellor and the student;
- has no influence on the already obtained credit certificates;
- may lead to financial implications, which will be charged to the student; however, no tuition fee is refunded due to a modified type of contract;
- has possible other implications, which should be pointed out to the student (e.g. scholarship, two exam chances, learning account, etc.).

2. modifying the content of the contract, including modification major/elective learning track:
- can be effected by the Dean upon consultation with the students’ council in case the modification relates to a standard learning track;
- can be done collectively by the study track counsellor and the student in case of or to a personalized learning track;
    - the rules in paragraphs 1 and 2 of this article shall be respected;
    - the content modification can be done before November 1 insofar this relates to course units of the first semester or course units on a yearly basis;

  - the content modification can be done before March 1 insofar this relates to course units of the second semester;
  - After these dates (late), the content of the contract can only be modified provided this is thoroughly motivated; without restitution of learning account credits;
  - It is not possible to de-enrol for already followed and (partially) examined course units;
- can, in the event of mobility, be effected by the programme coordinator and the coordinator internationalization;
- can lead to financial implications, which will be charged to the student or through which the student can be refunded part of the tuition fee;
- in case of modification of study programme/programme major, implies one has to meet the regulations of late enrolment.

3. modifying the duration of the contract:
- can be effected by the learning track counsellor and the student who act jointly. The student who wants to and can obtain the diploma earlier with a personalized learning track, shall submit an 'Aanvraag tot vervroegd afstuderen' [Application for early graduation] to the learning track counsellor. In case the student is declared 'passed' for the entire study programme, he can obtain an early diploma - on the penultimate working day of the month of the last assessment. In case the student is not declared 'passed' after the first examination period, the student can use the second 'early' opportunity in the second semester. The date on which the diploma is obtained is the final date of the contract.

Article 26. De-enrolling and/or Terminating the Contract

A student who wishes to terminate the studies files an application for de-enrolment via iBamaflex or presents himself to the student administration office,
- fills out the reason for de-enrolment via iBamaflex;
- can be contacted by a contact person of the programme team, the learning track counsellor or the study coach for a talk;
- returns materials that were put at his/her disposal to the institute;
- settles – if need be - the necessary financial obligations. (Cfr. Owed tuition fee at the termination of the study contract + extra study costs)

Students with multiple contracts can terminate one or more contracts.

The date for filing the application through iBamaflex applies as the date of de-enrolment.

In the event of de-enrolment from November 1 student scan only de-enrol for course units of the second semester of the respective academic year; in the event of de-enrolment from March 1, it is no longer possible to de-enrol for course units in accordance with the procedure laid down for the modification of the study contract. It is impossible to de-enrol for course units that the student followed from start to end and for which he has already taken an exam.

6. TUITION FEE

Article 27. Tuition fee to be paid

The tuition fees for the bachelor study programmes are listed in the table below.

Diploma and Credit Contracts		
	Fixed part	Variable part(per ECTS credit)
Non-scholarship student tariff	€ 288.00	€ 13.80
Almost-scholarship student tariff	€ 288.00	€ 5.00
Scholarship student tariff	€ 131.50	€ 0.00
Exam Contracts		
	Fixed part	Variable part (per ECTS credit)
All students	€ 131.50	€ 5.00
Tuition fee advanced bachelor in e-health		
	Fixed part	Variable part (per ECTS credit)
All students	€ 431.70	€20.70
Tuition fee foreign students in the English Bachelor study programmes cfr. "Codex Hoger onderwijs" art.II.215 for students who do not belong to categories 1-7.		
	Fixed part	Variable part(per ECTS credit)
All students (except for Bioinformatics@home)	€ 1110.00	€ 100.10
Bioinformatics@home	€ 1110.00	€ 81.60

*ECTS = European Credit Transfer System
** situation at the moment of enrolment is determinative.
This concerns non-EEA students with the exception of those who have an indefinite stay in Belgium, those who enjoy temporary protection, those who have refugee status or candidate refugee status with an ongoing procedure, those who already have a residence permit for one year on 31 December of the academic year and which residence permit is not for study.

Students from the United Kingdom are non-EEA students.

Foreign students who were already enrolled in an English-taught bachelor's degree study programme at Howest in 2024-2025 and who on the basis of previous stipulation did not have to pay an increased tuition fee will not be charged an increased tuition fee for the duration of this programme.

For advanced bachelor study programmes, the tariffs for non-scholarship students are applicable.

Irrespective of the number of enrolments by the student during an academic year at Howest, the fixed part is only due once, except for separate registrations.

Students who are in the last year of secondary education and who enrol with a credit contract for maximally 10 study credits, pay €65.70.

When terminating the studies at one of the AUGent institutes, the de-enrolling student receives a certificate of termination of the studies, stating that in case of reorientation within AUGent, the fixed part must only be paid once, except in case of an exam contract. For that reason, the certificate must be submitted when enrolling.

When after enrolment, there is a modification of the learning account, a revision of the tuition fee is possible.

The invoice is sent upon establishment and adaptation of the contract. The tuition fee must be paid at the very latest before the due date of the invoice.

A spreading plan can be applied for at registration, in which case payment should be made in accordance with the dates included in the spreading plan.

The tuition fee can be paid through training vouchers (opleidingscheques) (with a maximum of €500 per academic year), in accordance with the regulations regarding training vouchers of the VDAB, as well as via the KMO-portefeuille [SME portfolio].

The tuition fee can also be invoiced to third parties. This shall be communicated at the moment of enrolment. In that case, the 'non-scholarship tariff student' amount will have to be paid. If the tuition fee has already been paid by the student, it is no longer possible to make an invoice in the name of third parties. The student remains in any case jointly and severally bound to pay the tuition fee due. In case of issues at the settlement of the invoice to third parties, it will be drafted in the name of the student.

Article 28. Payment and Refund Modalities for Scholarship Students

Students provisionally pay the tuition fee of a scholarship tariff student if, at the moment of (re-)enrolling they indicate that they apply for a study allowance for 2024-25 and provided that for the data supplied by the Flemish Government it appears that a study allowance has actually been applied for 2024-25. A study allowance is applied for through http://www.studietoelagen.be (Dutch only).

Refund to scholarship and almost scholarship students is done automatically based on the data delivered by the Flemish Government until December 1 of the subsequent academic year and is transferred into the bank account number provided by the student upon first enrolment. The student can consult this bank account number at all times via Mijn dossier – extra – [My File – Extra] on iBamaflex. In case the information is no longer up-to-date, the student shall communicate the correct details to the student administration office through studentadmin@howest.be.

In the specific case of invoicing to third parties, students always pay the "non-scholarship tariff student" amount. In this case there will be no refund to scholarship students.

The request for additional payment to the students who are not eligible for a scholarship, is also based on the data delivered by the Flemish Government.

Students who meet the nationality and financial requirement to qualify for a scholarship of the Flemish Government, but who do not qualify because of pedagogic conditions, or students who are not eligible because of the KI-test, can enter an application for reduced tuition fee with the Howest department Studentenvoorzieningen.

A credit contract or an examination contract does not entitle the student to a scholarship.

Advanced programmes (advanced bachelor programmes) do not entitle the student to a scholarship student tariff and reduced tuition fee.

Article 29. Tuition Fee Due at the Termination of the Study Contract

At the termination of the contract, the refund of the tuition fee depends on the study contract, the duration and the date of de-enrolment as described here below.

Students, who de-enrol before the start of the academic year or until and including 29 September, will be charged the fixed part of a scholarship tariff of €131.50 as owed tuition fee. This tariff also applies for students who enrol after the start of the academic year and subsequently de-enrol within twee weeks after the start date of the enrolment.

Non-EEA students in English-taught study programmes with increased tuition fees remain liable for the fixed part of the tuition fee and the application fee.

Students who de-enrol later:

For non-scholarship and almost-scholarship tariff students:

- When de-enrolling before 1 November, the fixed part of €288.00, or in case of deviation, the amount listed in the table of the payable tuition fees, is charged as owed tuition fee;
- When de-enrolling from 1 November and before 1 March, in addition to the fixed part of €288.00, or in case of deviation, the amount listed in the table of the payable tuition fees, the variable part of the course units of the first semester and annual modules is also charged as owed tuition fee;
- When de-enrolling from 1 March, the entire charged tuition fee remains owed.

Scholarship tariff students always owe the fixed part of €131.50 of tuition fee.

The same principles apply to the dissolution of the contract because of the absence of the proof of participation or exemption of the start test or a non-legal enrolment because of fraud.

Article 30. Tuition Fee Due at the Termination of the Study Contract

For non-scholarship and almost-scholarship tariff students:

- when de-enrolling the course units before 1 November, the variable part conform the amount of ECTS are deducted from the de-enrolled course units ;
- when de-enrolling the course units before 1 November and before 1 March, the variable part conform the amount of ECTS are deducted from the de-enrolled course units of the second semester;
- when de-enrolling the course units from 1 March, there is no study tuition deducted;
- in case of additional enrolment in course units, the study tuition fee was raised with the variable part in accordance with the number of ECTS of the additional course units.

Scholarship tariff students always owe the fixed part of €131.50 of tuition fee.

Article 31. Refund Modalities upon Termination or Modification of the Study Contract

In the case of termination or modification of the study contract, the difference between the tuition fee due (cfr. Article Tuition Fee Due in case of termination of the study contract or the Article Tuition Fee Due in case of modification of the study contract) and the amount paid is reimbursed into the account known at the student administration office, which can be consulted via Mijn dossier [My File] on iBamaflex.

A tuition fee paid with training vouchers does not qualify for a refund.

If the tuition fee was paid via the KMO portefeuille, the difference between the tuition fee owed and the personal contribution is refunded, if the personal contribution exceeds the amount owed. This will be effected through the KMO portefeuille.

Article 32. Non-Payment

Students who still do not pay the tuition fee before the expiry date after having received a written reminder are considered to have broken the contractual agreements. All access to the ICT infrastructure and learning platform Leho will be denied. Re-enrolment is only possible after paying the amount due.

In case of non-payment an interest will be due by right amounting to the legal interest rate; and upon futile reminder a compensation of 10% with a minimum of €50 and a maximum of €2,500.00 will be due.

Only the Justice of the Peace of the First Sub-district of Kortrijk, respectively the Court of First Instance of West-Flanders, department Kortrijk, are competent to take cognizance of a dispute regarding the payment of the tuition fee.

7. ADDITIONAL STUDY COSTS

Article 33. Charging Additional Study Costs

Specific and limited costs for the use of material and for the organization of specific events are charged to the student, insofar these directly relate to the organization of the study programme.

The additional study costs are charged to the students who meet at least one of the following conditions:

- enrolled with a diploma contract;
- enrolled with a credit contract of more than 18 study credits;
- enrolled for a micro-degree for which study-programme-specific software is required, such as listed in the table below.

Some costs are charged based on a fixed sum. It among other things concerns the following costs:

- ISIC international student card with a lot of advantages;
- copy and print costs of several information bundles for among other things the kick-off week, international days, job happening, graduation fairs;
- use of the multimedia classes and studios and lending possibility of multimedia equipment;
- IT support by ICT help desk;
- unlimited use of electricity for charging mobile devices on the Howest campuses;
- not-separately charged consumables for lab classes, experiments, projects, work placement;
- copyrights (Reprobel);
- use of electronic databases multimedia centre, inter-multimedia centre traffic.
- use of educational ICT tools as a plug-in on the learning platform Leho (Panopto video tool, Lockdown Browser as tool for safe testing environment and online exams, Turnitin as tool for plagiarism check, Wooclap as tool for interactive presentations, …)
- Software package Basic
- E4Progress (self-study package for MS Office products, eXplio (digital workbook), HogeschoolTaal (NL+UK), LinkedIn Learning (online video tutorials for software, creative and business skills), McAfee Endpoint Security Suite, MS Office, Siemens NX, Sketch, Wolfram Mathematica, .Net hosting, Alinea (supportive software for students suffering from dyslexia) Linux Hosting, Wordpress (website templates and CMS)

This fixed sum amounts to €112 (reduced tariff: € 72).

For certain study programmes and micro-degrees, in addition to this fixed sum, a reasoned study-programma-specific study cost is charged. This results in an overall extra tuition fee in accordance with the table below:

Study programme	**Reason**	**Total extra study cost**	**Reduced tariff**
built environment	Extra software Adobe Creative Cloud and Sketchup Studio	€ 247	€ 207
communication	Extra software Adobe Creative Cloud	€ 205	€ 165
Cybersecurity	Extra license Cisco and VM Ware	€ 119	€ 79
Digital Arts and Entertainment (Dutch + English)	Extra software Adobe Creative Cloud and Reaper; Access to and possibility to the borrowing training-specific game hardware and infrastructure Specific events and lectures by inland and foreign experts, organization of study nights and other activities in the framework of government building with the international student population, characteristic of the international character of the training, creaweek, network events and master classes	€ 390	€ 270
Digital Design and Development DEVINE (Dutch and English)	Extra software Adobe Creative Cloud and Node JS Hosting Use and borrowing of study-programme-specific tools and materials and infrastructure, occasional access to the specific laboratories and workshops, Community events@buda, organisation of project weeks, workshops, guest lectures, study-nights and open atelier	€ 305	€ 215
Industrial Product Design (Dutch and English)	Extra software Adobe Creative Cloud Use and borrowing of study-programme-specific machines, tools and materials and infrastructure, access to atelier 5/5, use locker, possible purchase at group rate of specific materials, shop DIY tools, Community events@IDC, organisation of study nights, nights of the atelier, access to design talks, use of community infrastructure	€ 305	€ 215
journalism	Membership of the official professional association of journalists and enrolment fee Quindo	€ 240	€ 200
multimedia and creative technology (Dutch and English)	Extra software Adobe Creative Cloud and license Cisco and VM Ware Study-programme-specific software services in the cloud – access to Azure Cloud, Google	€ 312	€ 222

	cloud and Amazon AWS, use of study-programme-specific hardware, Community – functioning and events MCT-circle, Smart tech meets industry and Community nights		
Network economics micro degree Start-up	Conform software package needed for the student's enrolment programme		
applied Architecture	Extra software Adobe Creative Cloud and Sketchup Studio	€ 247	€ 207
applied computer science (Dutch and English) (incl. all micro-degrees)	Extra License Cisco and VM WAre	€ 119	€ 79

For all software charged under the extra study cost, it concerns a license valid for 1 academic year.

For study programmes specifically for work students, micro-degrees and/or enrolments with 30 ECTS credits or less, the reduced tariff is charged.

Students with several enrolments pay the extra study cost only once (the highest amount).

Costs for course materials, books, other study materials, other study-programme-specific compulsory software and study trips are not included in the additional study costs. These costs are included in the estimate of the total study cost of the study programme, which is published via the study programme's info site on the learning platform Leho and on the website www.howest.be.

Students who do not qualify for the extra study costs, or students who choose a course unit in their study programme whether or not from another study programme, must have the legal software in accordance with the study sheet.

Article 34. Additional Study Costs Due Upon Termination of the Contract

In case of early termination of the contract, more particularly before the start of the contract, the extra study costs will not be charged. The start of the contract is the start of the academic year or the start of the second semester in the case of starting in February, for those who register later, the start is the day of registration.

In case of termination of the contract for the bachelor's degree study programmes in Digital Arts and Entertainment, the Digital design and development and Multimedia and creative technology study programmes, within two weeks after the start of the contract, the extra study cost is reduced by € 140.00 (standard tariff) or € 50 (reduced tariff). In case of standard tariff and termination of the contract for these study programmes within six weeks after the start of the contract, the extra study cost is reduced by €90.00.

For all other study programmes: In the event of early termination of the contract, within two weeks of the start of the contract, and standard tariff, the extra study cost will be reduced to the reduced tariff.

The same principles apply to the dissolution of the contract because of the absence of the proof of participation or exemption of the start test or a non-legal enrolment because of fraud.

In the event of early de-enrolment after the start of the contract, the software licences included in the extra study cost remain valid for one year. At de-enrolment, the software can still be downloaded at https://www.academicsoftware.eu/.

8. STUDY CREDIT

Article 35. Study Credit

Study credit applies to those enrolling with a diploma contract for an initial bachelor study programme and those enrolling with a credit contract.

Study credit is not applicable to enrolments with a diploma contract for advanced bachelor study programmes or for abridged educational bachelor in secondary education study programmes if the student already holds a bachelor diploma.

The number of taken up and acquired ECTS credits of a student, enrolled in a bachelor study programme, is calculated for the duration of one academic year.

The limit dates from the restitution of the learning account are fixed at November 1 as far as course units of the first semester and annual course units as concerned, and at March 1 for course units of the second semester.

In case of a credit contract there is no refund of the study credit.

For generation students who take a reorientation, the learning account is recalculated in accordance with the regulation stipulated by the Flemish Government.

The students can consult their learning account on www.burgerprofiel.be.(Dutch only)

Article 36. Study Credit and Force Majeure

A student who was in a force majeure situation that prevented him from taking all or part of the examinations for the course units for which he has taken credits in an academic year may file an application to add back the study credits taken for which he was unable to take an examination to the learning account.

The student submits the request to the Raad voor Betwistingen inzake studievoortgangsbeslissingen [Council for Disputes on Study Progress] Decisions. The request shall be submitted no later than within a three-year period starting on 1 September of the academic year to which the request relates.

More information on the procedure can be found on http://onderwijs.vlaanderen.be/nl/er-is-sprake-van-overmacht . (Dutch only)

9. INSURANCES AND SAFETY

Article 37. Insurance

All students who are properly registered are insured as described below for the entire duration of the academic year and according to the subscribed insurance policy terms and conditions:

- bodily injuries;
- legal assistance;

- civil liability that can be charged to the insured parties as a consequence of damage (bodily, material and immaterial consequential damage) caused to third parties during school activities or on the way to and from school.

The school insurance applies both intra and extramural, during and after school hours, during the holidays and free days, both in Belgium and abroad (excl. of travel assistance), on condition that the student is under the supervision or acts by order of the educational institute.

The civil liability that can rest on the student for the use of or the possession of vehicles coming under the scope of the legislation of the compulsory Insurance of motor vehicles is not covered by the school insurance. In other words, damage to vehicles does not come under these policies and shall be regulated by the compulsory motor vehicle insurance.

Students who do an unremunerated apprenticeship, practice work or workplace learning are covered by the occupational accident insurance for accidents with physical injuries which occur on the apprenticeship, practical work or work placement location.

An accident can be declared via https://www.howest.be/en/accident-report-form-student.

Article 38. Safety

A student doing his/her internship, doing practical work or workplace learning, is regarded as 'equal employee'. This means – among other things – that the act of August 4, 1996 on welfare of workers in the performance of their work applies to students.

The student must correctly comply with the safety directives in force.

Prior to practical work/ an internship / workplace learning, a risk analysis must be made up regarding the activities the student will perform.

For a number of study programmes, the student is obliged, in the scope of practical work / an internship / workplace learning, on the basis of the risk analysis to

- be subjected to a health inspection prior to the practical work / an internship / workplace learning (= a first health assessment);
- to be subjected to a tuberculin test;
- to furnish proof of hepatitis B immunity/vaccination (and possibly hepatitis A);
- to furnish proof of a tetanus vaccination.
- For practice work, apprenticeship or workplace learning in which there is a structural contact (education, assistance or guidance) with minors, the inspection of an excerpt from the criminal records model 596.2 is compulsory. The student shall show irreproachable behaviour at least in the contacts with minors of age. The excerpt shall be applied for before the signing of the apprenticeship contract or the start of the practice work/workplace learning, and can be maximally one month old at the moment of presentation.

Not meeting the requirements mentioned above may result in a refusal of the execution of practical work / an internship / workplace learning by the student.

To meet article X.5-3 of the Codex Welzijn op het Werk [Codex Welfare at Work], all students must immediately communicate a pregnancy or lactation to the programme coordinator.

10.STUDY LOAD, STUDY PROGRAMME AND LEARNING TRACK

Article 39. Study Load of Study Programmes

An initial bachelor programme counts at least 180 ECTS credits. The Bachelor in Nursing counts 240 ECTS credits. The shortened educational bachelor study programme counts 60 ECTS credits.
An advanced bachelor programme has a study load of at least 60 ECTS credits.

Article 40. ECTS Credits

One ECTS credit is estimated at a full 25 up until and including 30 hours study time. In the frame of internal quality care and in collaboration with the students, every study programme will regularly control the concordance between the estimated and the actual study time.

Article 41. Study Programme

For each programme, Howest determines a study programme.

This study programme comprises a coherent whole of course units aimed at realizing well-described objectives in terms of end competences/learning results that contain a combination of knowledge, insights, skills and attitudes. When determining the programme, Howest takes into account the conditions determined by or under the law, Decree or European directive, which imply access to certain offices or professions or other regulations concerning the study programme.

Also the study load of the course units is determined. Course units must minimally contain 3 whole ECTS credits.

Course units can be subdivided in partims with a study load of at least 1 ECTS credit.

Each study programme is divided into successive standard learning tracks.
For a bachelor study programme at least one standard learning track is offered in tranches of 54 up to 66 full ECTS credits per academic year spread over two semesters of at least 27 and maximally 33 full ECTS credits.

In addition, for students with an IOT-status, a standard learning track can be offered with a deviating study load; these are tracks for working students or abridged tracks for associate degree students or bachelors, starting in February, …

The study programme overview and the description of the course units are included in the study guide.

Each study programme overview and each reference to it are approved by the Dean involved and ratified by the Board of Directors before the start of the academic year in which the study programme is offered.

Article 42. Succession

By Succession it is understood the sequence of following or succeeding for course units, taking into account the required initial competences for each course unit.

Succession is aimed at avoiding an educationally pernicious succession of course units, at guaranteeing the quality of the study programme and at monitoring the study efficiency of students.

A difference is made between “hard succession” and “soft succession”. In case of hard succession, students are not allowed to follow a course unit if succession links this to another course unit that they did not pass or for which they have not been deliberated. This only applies in the case of risk or safety issues. Where appropriate, the risks or safety issues on the basis of which the succession is imposed should be included in the study programme’s Aanvullend Onderwijs- en examenreglement [Supplementary Education and Examination Regulations].

In case of soft succession, students are not allowed to follow a course unit if succession links this to another course unit they did not follow. A student is entitled to submit a well-founded application for departure from this succession regulations when he/she applies for a personalized learning track.

As an exception, in-between internships, hard succession can be imposed within a standard learning track in case the student should not obtain an automatically score that can be deliberated. In such case, after the first exam period, a study progress committee must decide on the study track of the second semester. This must be motivated and made explicit in the Supplementary Education and Examination Code of the study programme and included in the course sheet.

Article 43. Learning Track

A learning track refers to the way in which the study programme review is run through and determines the modalities regarding study load, deliberation and study progress monitoring. The type of learning track is determined at enrolment and comprises a standard learning track or a personalized learning track.

A standard learning track is a learning track drawn up in advance by Howest for a group of students. In the study guide, for each study programme, the standard learning tracks are indicated. The institute guarantees the students who follow a standard learning track that they can participate in all educational activities of this learning track.

A personalized learning track is a tailor-made learning track for a certain student. The opportunity of running through a personalized learning track is carefully tested based on the student’s file, taking into account the succession, the feasibility in consideration of the student and in function of the organization of the study programme. The student applies for a personalized learning track via the learning track counsellor.

A student enrolling for the first time in a given bachelor study programme enrols by default in the first standard track with a study load of 54 to 66 credits, except for students with IOT-status, they can enrol in a standard track with smaller study load or in an personalized track.

The student declares himself in agreement with the determined learning track for the respective academic year by signing the study contract or the study programme in case of online enrolment. Signing the latter is a requirement to take part in the exams.

Article 44. Study Guide

For each study programme, a digital study guide is at the disposal of the student through the information site of the study programme, which site can be found on the learning platform Leho. This guide comprises at least the following elements:

- the degree and qualification to which the study programme leads;
- if the occasion arises, the specializations;
- the intended learning results, the content and the objectives of the study programme;
- the study programme and the course units that are part of it, including the succession;

- the way in which the study programme is offered: via the standard learning tracks;
- The study load in terms of ECTS credits;
- the succeeding bachelor and master programmes, be it directly or be it with additional conditions;
- for each advanced bachelor programme: the bachelor programmes it succeeds with additional conditions or otherwise;
- the programme coordinator, the ombudsperson and the learning track counsellor of the study programme;
- the course sheets of the course units;
- other relevant, organizational aspects of the study programme, including a specific calendar.

The course sheet of a course unit contains following elements:

- the title of the course unit;
- study load in terms of ECTS credits;
- the type of the course unit: mandatory or elective;
- the educational language, possible per partim if this is different;
- the exit competences /learning results per course unit and partim;
- the succession;
- the content in short;
- the mandatory study material;
- the recommended study material and the recommended literature;
- the educational types;
- the type of assessment, The period(s) of assessment and the composition of the exam score;
- the responsible lecturer and the lecturers per course unit /partim;
- a second exam chance possible or otherwise in the same academic year;
- an exam contract possible or otherwise;
- mentioning whether or not automatic deliberation is possible.

The course sheets are electronically available on the learning platform Leho and on the website www.howest.be/ECTS .

For the bachelor paper, the graduation project, the internship and workplace learning, specific regulations can be drawn up, in which the rules regarding organization and assessment are recorded.

Except in case of force majeure, no modifications can be made in the study guide and course sheets, after the start of the academic year.

11.LANGUAGE CODE AND LANGUAGE REGULATION

Article 45. Language Code

The language code regulates the language in which the educational and assessment activities at Howest are organized in implementation of the stipulations laid down by the decree.

The objective of this language code is to contribute to the Dutch language of our community, to the further development, both as a means of communication and as a language used in higher education and in sciences in their broadest senses.

However, this does not exclude that Howest and the entire higher education should be able to react appropriately to the globalization of the entire social event, the strongly increased internationalization

of higher education and the more and more increasing globalization of social and professional life in which our graduates will function.

Article 46. Language Regulation

The educational and administrative language used in Howest is Dutch.

In the bachelor study programmes, however, another educational language may be used for the following (parts of the) course units:

1. the (parts of) course units that have a foreign language as subject and which are taught in that respective language;
2. the (parts of) course units taught by foreign guest lecturers;
3. the (parts of) course units taught in a foreign language that are followed at another institute of higher education, with the approval of the programme coordinator.
4. the course units, for which the surplus value for the students and the decreasing field and the functionality for the study programme is proven from one of the reasoned decisions below, provided that the lecturer adequately masters the educational language:
   - integration of foreign language competences and professional competences;
   - stimulation of internationalisation@home: students who do not participate in international student mobility, do get the possibility to experience the international study atmosphere by taking courses together with incoming exchange students;
   - international character of the course unit;
   - other explicitly reasoned decisions;
5. the course units which are part of a standard learning track which has been made specifically for the need of foreign students.

For a Dutch-spoken bachelor study programme, the study load of the course units taught in another language is limited to 18,33% ECTS credits of the total load of the course units offered in that study programme, expressed in study credits, in the standard learning track, not taking into account the course units mentioned under 1 and 3.

Howest also offers bachelor programmes in another language than Dutch.

The students have the right to take the exam of a course unit/partim in which another language than Dutch is used and for which no Dutch equivalent course is available in the respective study programme, in Dutch, save the course units/partims mentioned under 1 and 3. This regulation does not apply to study programmes taught in a foreign language.

For study programmes in which course units are lectured in a foreign language and in which this language is not subject of the curriculum, Howest provides as a language assistance measure that the students who enrolled with a credit contract can for free follow one single language course unit per semester for that language in other study programme.

12. EXEMPTIONS, TRANSFER OF EXAM SCORES

Article 47. Exemption

An exemption is the abolition of the obligation to participate in the educational and/or assessment activities of a course unit or a partim. Exemptions are only for students from another study programme or for students from other institutes. The load of a (partial) exemption is equated with the study load of the corresponding course unit or partim.

Exemptions can be obtained based on:

- a minimum score of 10 out of 20 per course unit or partim;
- credit certificates;
- an aptitude certificate after an aptitude test according to the PAC procedure;
- a PAQ certificate, such as a report, a certificate or an attestation.

Article 48. Transfer of Exam Scores

In case of not qualifying on the level of a course unit at Howest, the scores as from 10 out of 20 on the underlying partims are automatically transferred when re-enrolling for the same course unit within 5 academic years.

Article 49. Procedure Exemption Award Based on Previously Acquired Qualifications (PAQ)

A student, who wishes to obtain exemptions based on previously acquired qualifications, sends an application to the learning track counsellor (via an exemption application after the pre-enrolment or via iBamaflex), at the very latest within 15 calendar days after the start of the academic year or in case of late enrolment within 15 calendar days after the start date of the enrolment. The student submits the application and the necessary pieces of evidence (attestation/certificate/diploma/(link to) course sheets /etc.).

The learning track counsellor gives guidance to the applicant for making up the file.

The programme coordinator and the learning track counsellor will handle the application in function of well-defined competences / learning results / learning objectives, the content and the study load of the course unit or partim. They can decide whether, besides the examination of the documents, an additional aptitude test is required.

The reasoned decision will be communicated to the student via the learning track counsellor in writing (whether or not digitally via iBamaflex or via the exemption application after pre-enrolment):

- within 15 calendar days after the start of the academic year, if the application was handed in before the start of the academic year, or
- within 15 calendar days after submitting the application, if the application was handed in after the start of the academic year.

The term of 15 calendar days only begins when the application file is complete and if no additional aptitude test is required.

The student is advised to attend the educational activities of the course units for which the student requested exemptions until a decision is communicated.

One cannot apply for exemptions based on a secondary education diploma.

Article 50. Procedure Exemption Award Based on Previously Acquired Competences (PAC)

A student, who wishes to obtain exemptions based on previously acquired competences, must submit an aptitude certificate when he/she submits his application.

1. Obtaining an aptitude certificate via the PAC-procedure of the association AUGent.

A student, who wants to obtain an aptitude certificate for specific or all competences, learning results or learning objectives of a study programme, sends an application for an aptitude test via the standard application form to the accrediting body of the AUGent Association.

To that end, the student contacts the Howest PAC contact person via EVC@howest.be.

The student submits the application and his/her portfolio containing all relevant pieces of evidence regarding the requested exemptions. To draw up the portfolio, the student can also make an appeal to the PAC contact person. The aptitude test commences after the contribution is paid.

If the aptitude test shows that additional information is necessary to assess the competences, then the competent institute can decide to organize an additional test.

Whether the competences are recognized or not will be communicated to the student in writing.

The student receives an aptitude certificate in case of a positive outcome of the test.

The aptitude certificate mentions the acquired competences characteristic of the level of a study programme, course unit or cluster of course units.

More information is available in the PAC guide on the website www.howest.be/EVC.

2. Obtaining exemptions based on an aptitude certificate

A student, who has received an aptitude certificate, qualifies for applying exemptions. To that end, the student sends an application to the learning track counsellor within 15 calendar days after the start of the academic year and in case of late enrolment within 15 calendar days after enrolment.

Further, the procedure runs as described in the procedure for PAQ.

When the aptitude certificate concerns all competences of a certain study programme and when particular personal or family circumstances exist, the student qualifies for applying for exemptions for the entire study programme. To that end, the student sends an application for awarding a diploma to the Dean via the learning track coordinator, within 15 calendar days after enrolment and submits the aptitude certificate and the proof of particular personal or family circumstances together with the application.

Article 51. Validity of Credit Certificates, Exemptions and Transfers

Basically, credit certificates and aptitude certificates are unlimitedly valid within the staudy programme at the institutionat which it was obtained.

Howest guaranteed that, in case of modifications to the curriculum, a student can validate his acquired study credits and exemptions within the renewed study programme.

If a credit certificate was acquired more than 5 years ago, and there are substantial differences between the competences, the learning track counsellor may require the student to take certain course units in accordance with the “Geïndiviualiseerd studietraject” [Personalized study track].

In case of a curriculum reform resulting in the inclusion of a partim or course unit in a newly composed course unit, transfers remain valid, for at least two academic years following the academic year in which the partim or course unit was acquired.

Article 52. Appeal

A student, who does not agree with the decision in the frame of the application for exemptions, can lodge an internal appeal against the latter with the Internal Appeals Committee within 7 calendar days, in accordance with the procedure described under 'Appeal'. If the student does not agree with the decision of the Internal Appeals Committee, external appeal can be lodged with the Council for Disputes on Study Progress Decisions.

13. STUDY PROGRESS AND STUDY PROGRESS MONITORING

Study progress and study progress monitoring applies to a diploma contract and a diploma examination contract.

Article 53. Study Progress

Study progress is the manner in which the student progresses in his/her learning track. This may be based on exams and/or based on PAQs and PACs.

A student makes study progress by passing exams or by being deliberated. The student only receives a credit certificate for those course units the student passed.

The study progress can be made dependent on a deliberation by a study progress committee.

A credit certificate is a document that proves that the competences, learning results and/or learning objectives connected to the respective course unit, and thus the corresponding ECTS credits, have been acquired.

The acquired ECTS credits and credit certificates are registered at the student administration office and communicated to the student via the report.

Article 54. Personalized Learning Track

If the student does not acquire all ECTS credits and/or credit certificates through a standard learning track, the study progress forms the basis for a personalized learning track.

Also those students who are attributed exemptions based on PAQs and PACs can opt for a personalized learning track. At a first enrolment, the will enrol for at least all non-exempted course units of the first standard learning track.

Also students who meet at least one of the conditions below, are attributed an IOT-status and may also opt for an personalized track:

- students who already have a bachelor's or master's degree;
- students with an associate degree diploma who enrol in a subsequent bachelor's programme for which a follow-up track is offered;
- students who are enrolled in a trajectory for working students;
- working students;
- students with special status with the facility "toestemming individueel traject" [permission individual track] granted by Howest, to be proved by a certificate of facilities or a certificate of special status;
- students with a VAPH-number;
- students with late enrolment due to reorientation, to be proved by the de-enrolment certificate of a higher education institution;

- students with a late enrolment for a justified reason, to be proved by a certificate of approval of late enrolment from the Dean;
- students enrolling in February, if this is possible according to the succession of the study programme;
- students who switch elective course units, programme major or educational subject after the deadline for de-enrolling first-semester course units
- students with insufficient learning credit; they can only enrol up to the amount of the available learning credit.

The student must apply for a personalized learning track and with the necessary certificates/documents with the learning track counsellor. This is done online via iBamaflex or web registration, or in person via the learning track counsellor. Contact details can be found at www.howest.be/trajectbegeleiding.

The learning track is tested based on succession and feasability for the student and the rules on study credit.

Without prejudice to the rules concerning study credit: students who fall under a study progress measure are entitled to take 45 credits; those who do not fall under a study progress measure are entitled to take 72 credits, unless the succession does not allow this.

A student who has not obtained a credit certificate or deliberation mark for all the course units taken, at a next enrolment in that study programme shall at least re-enrol for all the course units for which he does not have a credit certificate or deliberation mark. If one of these course units is a choice , the student may opt for a substitute option within the applicable agreements of the study programme concerned. The student can only deviate from this obligation if the student can prove force majeure or exceptional personal circumstances. In this case, the student shall address a written and reasoned request, accompanied by the pieces of evidence of force majeure or particular personal circumstances to the Dean via the learning track counsellor.

If a credit certificate was acquired more than 5 years ago, and there are substantial differences between the competences acquired by the student according to the credit certificate and the currently intended competences of a course unit, the learning track counsellor may require the student to bridge these substantial differences by taking one or more course units in full or in part. The aforementioned five-year period is calculated from the first day of the month of October following the academic year in which the credit certificate was acquired.

The learning track counsellor decides on the personalized learning tracks and the appropriate study contract and communicates the reasoned decision in writing via iBamaflex “Mijn studieprogramma” [My Study Programme] within 15 calendar days following the start of the academic year, or within 15 calendar days following the application if the application was submitted after the start of the academic year. The decision is recorded in the file of the respective student.

Article 55. Learning Track Counselling

Learning track counselling is counselling the student when determining a learning track and systematically and actively reflecting on learning track decisions and the personal learning track progress.

General task description of the learning track counsellor:

- checks whether the conditions for an IOT-status, based on the pieces of evidence, have been met;

- informs and advises the student about the possible learning track choices at enrolment and in case of a learning track modification. The choice is determined in mutual consent;
- follows up the acquisition of ECTS credits and credit certificates and uses these to outline the study track and to prepare the file for exemptions. The learning track counsellor monitors the study progress together with the other members of the study counselling and study programme team;
- coaches students who start a PAQ and/or a PAC procedure and possibly refers them;
- at the student's request, fixes an appointment to discuss the study progression and the study progression measures;
- is member of the examination board.
- has a signalization, follow up and reference function.

The contact details of the learning track counsellor are communicated to the students; however, this can vary throughout the academic year in function of the student service.

The learning track counsellor is discrete regarding the information communicated or disclosed in the frame of the profession.

Article 56. Study Progress Monitoring

If a student has not acquired a credit certificate for at least half of the ECTS credits taken in a previous academic year, a binding study requirement is imposed. The latter implies that the student, when re-enrolling for this study programme, must acquire at least half of the ECTS credits and shall pass all course units that must be retaken. When the student does not meet the binding requirement, enrolment for that same study programme is refused.

If a student has not acquired a credit certificate or deliberation mark after 2 enrolments in a course unit, the next enrolment in this course unit may be refused or a binding condition may be imposed. If the student does not meet the binding condition, enrolment in the same study programme will be refused.

For the Digital Arts and Entertainment study programme: if a student achieves a study efficiency at first enrolment that shows that a subsequent enrolment in this study programme will not yield a positive result, enrolment in the same study programme may be refused. Also, those who still need to acquire more than 120 study credits to obtain the bachelor's degree may be refused on the grounds of insufficient study efficiency The modalities of this are included in the study programme's Aanvullend Onderwijs- en Examenreglement [Supplementary Education and Examination Regulations].

If compulsory remediation was imposed in response to a start test but the student did not participate, this may also lead to binding conditions. If a student does not comply with an imposed binding condition, this student's enrolment for a following academic year may be refused.

The study progress committee and the Dean can impose additional binding study requirements, via the learning track counsellor, for enrolment, such as passing course units that must be retaken, or following counselling measurements.

A student can only enrol in a bachelor study programme up to the study credit available.

If a student can prove force majeure or exceptional personal circumstances, it can be deviated from these general principles of imposing binding conditions or refusal of enrolment.

In this case, the student shall address a written and reasoned request, accompanied by the pieces of evidence of force majeure or particular personal circumstances to the Dean via https://www.howest.be/nl/aanvraag-tot-herinschrijven. The decision is made in consultation with the learning track counsellor, the programme coordinator and the Dean. The Dean communicates the reasoned decision in writing (if so desired, through a senior staff member) to the student within, at the very latest, 15 calendar days following the start of the academic year if the application was submitted before the start of the academic year, within 15 calendar days following the application, if the application was submitted later.
In the event of insufficient study credit, double tuition fees per study point are asked for the part of the enrolment for which the student has insufficient study credits.

Against imposing binding conditions as well as refusal of enrolment, one can lodge an internal appeal with the Internal Appeals Committee, possibly followed by an external appeal with the Council for Disputes on Study Progress Decisions.

Article 57. Study Progress Monitoring - Threshold Decision

This only applies to students who enrolled for the first time in a particular Bachelor's degree study programme as from 2023-24 onwards.

The threshold system has been introduced by the Flemish government, with the government deciding that if after the first enrolment no credit certificate or deliberation was acquired for all course units taken, students must acquire these at the second enrolment in a following academic year in the same study programme. This provision remains in force if an elective course unit was replaced by another elective course unit at the second enrolment. This provision does not apply if one changes majors or educational subjects at the second enrolment.

Consequently, any student who after 2 years has not passed or has not been deliberated for all course units of the first enrolment, the so-called threshold package, does not achieve the threshold and cannot further enrol in the same study programme, nor language variant.

The threshold decision is automatically determined on the basis of whether or not the student has passed or was deliberated for all course units of the threshold package.

The initial threshold package contains all course units taken in the academic year of the first enrolment with a diploma contract in that Bachelor's degree study programme. In case of multiple enrolments in the same study programme in the same academic year, the threshold package is composed on the basis of the different enrolments.

If, after the first year, the student passes or is deliberated for all course units in the threshold package, he or she passes the threshold and receives a positive threshold decision.

In case of not passing the threshold after the first year, no decision is taken yet and the threshold decision is postponed to the second year.

When re-enrolling, students should at least enrol for all course units from the threshold package that need to be retaken, in accordance with the procedure described under ‘Personalized learning track’, but if the threshold package contains elective course units, the latter may be replaced by another choice. For the new elective course unit, students then have only 1 year to succeed and pass the threshold. The final threshold package is redefined in the second year, based on the course units from the first enrolment, and the substitute choices from the second enrolment.

If, after the second year, the student passes or is deliberated for all course units of the final threshold package, he or she passes the threshold and receives a positive threshold decision. If this is not the case, the student will receive a negative threshold decision and will no longer be able to enrol in the same study programme nor language variant. This refusal applies to all Flemish universities of applied sciences.

For students who change institutions but enrol in the same Bachelor's degree study programme, the threshold decision will be postponed to the second year of enrolment in that Bachelor's degree study programme. The threshold package will only be composed in the second year, and will be based on the difference of the number of study credits taken and acquired in the first year of enrolment(s).

In consultation with the study programme counsellor, the student administration department will determine the course units that will constitute the final threshold package and communicate the same to the student via iBamaflex, Mijn drempelpakket [My threshold package].

For students who de-enrol from the study programme in the first year of the study programme, no threshold decision is taken yet. Students who de-enrol from the study programme in the course of the second academic year after the deadline for de-enrolling from course units will receive a negative threshold decision if they have not passed all the course units that need to be retaken.

Students who change educational subjects/majors in the course of the first academic year after the de-enrolment deadline for course units of the first semester, will have course units from the original educational subjects/major in their initial threshold package. These course units will no longer appear in the final threshold package in the following year.

For students who change educational subjects of bachelor of education or majors [afstudeerrichting] after the first academic year, a new initial threshold package will be composed.

If a student can prove force majeure or special individual circumstances, it is possible to deviate from these general principles of making a negative threshold decision. In this case, the student must send a written and reasoned request together with supporting documents of force majeure or special individual circumstances to the Dean at https://www.howest.be/nl/aanvraag-tot-herinschrijven,within the expiry period of 7 calendar days starting from the day after notification of the decision taken to the student. The decision is taken in consultation with the learning track counsellor, the programme coordinator and the Dean. The Dean notifies the motivated decision in writing (possibly through a staff member) to the student no later than 15 calendar days after the application.

Internal appeal can be lodged against the composition of the final threshold package and the decision on deviation from a negative threshold decision to the Interne Beroepscommissie [Internal Appeals Committee], in accordance with the procedure described under ‘Appeal’, possibly followed by an external appeal to the Raad van Betwistingen inzake studievoortgangsbeslissingen [Council for Disputes on Study Progress Decisions].

Article 58. Study Progress Committee

In the framework of study progress measurements or due to succession, admission to register for modules in the second semester may depend on the obtained results after the first examination period.

The study progress committee is composed of the Dean or a designated representative, the learning track counsellor and the programme coordinator. The Ombudsperson and lecturers/examiners can be heard by the study progress committee.

The study progress committee has the following authorizations:

- setting binding study requirements;
- determining the study track;
- giving study advice.

The study progress committee gives study advice to any student who has acquired a limited number of study credits after the first examination period. Those who have acquired less than 50% of the study credits taken will be given the study advice on appealing to the offer of the study guidance services. Those who have acquired less than 20% of the study credits taken will receive study advice on (re)orientation. The study advice is announced via the student's report, which is made available via iBamaflex.

Article 59. Early Termination of Internship or Workplace Learning

Howest can, in exceptional cases and on objective grounds, terminate the internship or workplace learning early, in case the student has, by their behaviour, given evidence of unsuitability for the exercise of a profession to which the study programme trains the student.

The student whose internship or workplace learning is terminated early gets a zero score and is not entitled to a second exam chance for the course unit unless imposed binding conditions, if any, have been met.

The decision to terminate an internship or the workplace learning early is reasoned and follows the disciplinary regulation.

14. STUDENT COUNSELLING

Article 60. Student Counselling and Study Coaching

Each regularly enrolled student has a right to student counselling. The structure and the working are explained at the start of the academic year.

Student counselling within the study programme is structured as follows:

- monitoring service: all teachers have a monitoring service for their course unit/partim, which means that students can address the teacher if they have questions regarding the con- tent of the course unit/partim;
- coaching: the coach is the confidential advisor of a group of students and counsels this group in all aspects of the study programme that do not relate to the courses;
- learning track counselling: the learning track counsellor informs and advises the student about possible track choices at the enrolment and in the event of a track change, and informs the student on the study progression

Additionally, there is study coaching: students can consult the study coach of the study programme concerned for study advice or when they need assistance for ‘learning to learn’. The study coach helps them to develop an appropriate study method and planning.

15. OMBUDSPERSON AND COMPLAINTS HANDLING

Article 61. Ombudsperson

The ombudsperson acts, on the oral and/or written request of the student, as their mediator for all disputes regarding the entrance agreement regarding the study career of the student, the legal position of the student and actions and situations experienced as unfair. The ombudsperson receives, examines and handles all complaints and tries to come to a solution in the interest of all parties. To adequately do the job, the ombudsperson has a right to all useful information.

The ombudsperson watches over the equal rights of the student and can participate in the study progress and examination board with an advising vote.

The ombudsperson is bound to discretion.

The Dean appoints one or more ombudspersons before the start of the academic year. Since the ombudsperson mediates on all disputes concerning the study contract, the appointment is made for the entire academic year.

For each ombudsperson, a substitute is provided - in case the ombudsperson cannot fulfil the task barring unforeseen circumstances, or in case of partnership, blood relationship or relationship by marriage up to the fourth degree.

The ombudsperson and the substitute cannot be a lecturer and/or examiner of the student.

The ombudsmen and the substitutes, their task description and contact details are communicated at the beginning of the academic year on the reception activities. These data can also be consulted on the website of the study programme on the learning platform Leho and can be asked for at the student administration office.

After the end of the third examination period, the ombudsperson draws up a report of the interventions. This report guarantees the anonymity of the student. This report is given to the programme coordinator and to the president of the examination board.

Article 62. Complaints Handling

With all complaints regarding the implementation of the study contract, students can address the ombudsperson.

With an oral complaint regarding the educational service, the student can address the respective programme coordinator and/or the ombudsperson. They start an investigation and attempt to settle the complaint amicably. They also provide feedback on the result of the latter to the parties concerned guaranteeing anonymity.

With a formal, written and signed complaint, the student can address the ombudsperson and/or the Dean. In case of a formal processing of complaints, the Dean can start an internal investigation and/or ask for more information from the parties involved. Formal complaints must have a formal sequel within 15 calendar days and must be reported in writing by the Dean to the filer of the complaint. If, according to the student, the complaint did not lead to a satisfying result, he/she can repeat the formal written and signed complaint to the Rector, who similarly investigates the complaint and who makes a decision, which must be reported within 15 calendar days to the parties involved.

GENERAL EXAMINATION CODE

1. GENERAL REGULATIONS

Article 63. Definitions and Applicability

The examination code comprises the translation of the regulations determined by decree and other regulations to the institute. An examination code regulates the practical organization of the examinations.

Assessment is understood to mean all activities with the goal of controlling how much the student has acquired the competences/learning results and/or learning objectives to be acquired.

Examination is understood to mean each assessment of which the score also (partly) determines the exam score of the course unit. A partial examination is an exam, outside the examination period, on a finished, well-defined and previously communicated part of the competences, learning results, learning objectives and/or learning contents to be acquired of a course unit/partim.

The general examination code applies to all examinations at Howest, irrespective of the nature of enrolment for the bachelor and advanced bachelor programme. If a study programme is jointly organized with other institutes, this examination code is valid for the students enrolled at Howest, if no other collective code is applicable.

This examination code is integrally applicable to continuous assessment, except for drawing up examination regulations and the attendance list.

The time of organization of each assessment that accounts for part of the exam score is communicated to the respective student group on time.

2. ORGANIZATION OF THE EXAMS

Article 64. Examination Periods

Each academic year, there are three examinations periods: the first one during the first semester, the second one during the second semester and the third one, which start at the earliest on the first working day after 15 August and ends at the very latest on the last working day before the start of the new academic year.

The first and second examination periods do not necessarily take place at the end of the semester, but can be spread out over several partial periods during the semester concerned.

The examination periods are determined each year in the specific calendar of the study programme.

For exceptional reasons, such as force majeure, structural facilities or disputes settlement, an examination period can be extended or re-opened. For the first and second examination periods, this is at the very latest until te last Friday of August or a later settlement of a dispute. For the third examination period, this is at the very latest until 1 October or a later settlement of a dispute.

Course units which are programmed in the first, respectively second semester, are assessed in the first, respectively second semester, except for derogations.

Article 65. Assessment Systems

Two systems of assessment are distinguished: non-period-bound and period-bound assessment.

Non-period-bound assessment: an assessment of the extent to which the intended competencies/learning results or learning objectives have been acquired by a student outside the examination periods defined for this purpose, as provided for in the academic calendar of the study programme.

Period-bound assessment: an assessment of the extent to which the intended competencies/learning results or learning objectives have been acquired by a student during the examination periods defined for this purpose, as provided for in the academic calendar of the study programme. .

Non-period bound and period-bound assessments can be combined to check whether the competencies/learning results or learning objectives were acquired. The mutual relationship in the final exam score is explicitly mentioned in the course sheet of the course unit.

Article 66. Examination Schedule Period-Bound Assessments

For each exam period, per study programme/major and per standard learning track, an examination schedule is drawn up that contains at least the following elements:

- the exam schedule mentioning the name of the course unit or partim, the place and time (date and start and end hour) of the exam;
- contact information of the examination office, the president and the secretary of the examination board, the ombudsperson and the data on which the examination decisions are communicated and the feedback about the examination results, is organized.

The examination schedule of the examination periods which take place at the end of the semester is previously discussed with the student representatives in the study programme council. Especially the examination schedule must be reasonable, i.e., to the extent possible, a reasonable spread of the exams over the entire exam period for standard learning tracks and that each exam is limited in time as much as possible.

During each examination period, the student administration office is set up as a permanent examination office.

The examination office functions as contact point for all parties involved in the examinations. At the examination office, all parties involved must report – among others – the following:

- change of address and changes of contact information of the students;
- changes in the examination schedule;
- stopping the examination series;
- not participating in one or more exams;
- absence because of force majeure is reported in accordance with ‘Absences at exams by force majeure’ and a proof of force majeure must be uploaded on iBamaflex within 5 calendar days; if not, the student receives “niet deelgenomen” [did not participate] or a zero score;
- all matters that can be liable to push aside the examination schedule or that can hinder a fluent course of the examinations, except for the matters raised in confidence with the om-budsperson or the Dean.

Each reporting of matters that can be liable to push aside the examination schedule or that can hinder the exams and/or influence the deliberation must be recorded in the student file for the deliberation of the examination board, in order to record them in the motivation of the decision.

The examination office is during the examination period responsible for informing the stakeholders – and this certainly before the deliberation – of the matters reported.

Article 67. Communication of the Final Examination Schedule Period-Bound Assessments

At least six (6) weeks before the start of the first and second examination period at the end of the semester and one (1) month before the start of the third examination period, the final examination schedule is communicated to the students via https://lesroosters.howest.be. The parties involved in the examination must observe the final examination schedule exactly.

When the first and second examination periods do not take place at the end of the semester, but are spread out, the examination regulation for the partial periods provided for in the academic calendar for the specific study programmes, is announced in time.

Article 68. Deviation from the Examination Schedule

The Dean can, after consultation with the respective programme coordinator(s), the respective examiner and possibly the ombudsperson and provided reporting to the examination board, for sound reasons, authorize a student, on written and motivated request of the student, to take the exam of certain course units outside the determined examination schedule within or outside that same examination period of that academic year and/or in another assessment form. Force majeure called by the student and/or the examiner and accepted in accordance with the procedure of absence from exams through force majeure and authorized participation in (inter)national mobility are examples of valid reasons. Each modification must be recorded in the minutes of the activities of the examination board.

A student with a personalized learning track for whom several exams from different standard learning track units are scheduled on the same part of a day, can request a deviation of the exam schedule before the start of the exam period. Upon approval, an exam can be rescheduled to the make-up exams. Requests are effected according to the procedure described under “Afspraken Examens” [Exam Arrangements] which are announced via the website of the study programme on the learning platform Leho – Studiecontract & afministratie [Study contract & administration].

If due to external factors the examination regulation is liable to suffer, the president of the examination board can allow a departure from the examination regulation. This departure is communicated via the learning platform Leho.

For students who follow educational and other study activities at another institute for higher education, both at home and abroad (also see mobility), who wish to participate in exams, following principles are in force:

- the students participate in the exams at Howest, barring motivated exceptions, on all course units and/or partims that are completely finished before they leave for the other institute;
- for the exams at the receiving institute, the student accepts the examination code, the assessment system and the chosen assessment forms in force at that institute.

Article 69. Number of Exam Chances

For each (non-passed partim of a) course unit a student did not pass after the first exam chance, the student is entitled to a second exam chance in order to obtain a credit certificate within the respective academic year, unless the nature of the course unit/partim does not allow this and the latter is as such recorded in the course sheet.

The assessment system and the assessment format can differ for the two exam chances. This is recorded in the course sheet.

Within one and the same exam period, a student only gets one examination chance, except for force majeure or based on an authorized departure. This is also valid for partial exams. Test assessments are as such communicated and can therefore on no account be part of exams.

A student, who can obtain a diploma in the first semester, but who did not pass one or more course units for which the study guide states that no second exam chance is possible, may possibly receive a second exam chance anyhow, if this is organizationally possible and if the equal treatment of students remains guaranteed.

The right to two exam chances may expire if the student enrols late.

If a student re-enrols after the first semester with a second contract for the same course unit in the second semester, the second exam chance of the first enrolment expires. For the re-enrolment the right to two exams chances is maintained in as far as this is possible for an organizational point of view.

A student who submitted an application “Aanvraag tot vervoegd afstuderen” [Application for early graduation] but who does not use the first exam chance at the agreed time, is given ‘“niet deelgenomen” [did not participate] as a score for the first exam chance.

After the first exam chance, the following applies:

- course units, which the student passed or which were deliberated must not be redone in the second exam chance;
- for course units, which the student did not pass or which were not deliberated:
    - exam scores of the partims of 10 or greater than 10 are transferred to the second exam chance and again considered at the deliberation of the second exam chance;
    - exam scores of the course unit or partim of less than 10 are transferred to the second exam chance provided these are higher than the result obtained in the second exam chance and are considered at the deliberation of the second exam chance.

A student, who is deliberated for a course unit, can give up the deliberated score with a view to obtaining a credit certificate.

Article 70. Participation in the Exams

To be able to participate in the (partial) exams, the students shall meet the following conditions:

- be enrolled in a legally valid way;
- have an administrative file that is complete;
- have paid the tuition fee.

The examination office keeps a list of all participants of exams of the last three exam periods.

A student must be able to proof the identity at the exam through the identity card and/or student card.

For each examination, students sign the attendance list, with the exception of distance exams , where presences are registered digitally.

The “Aanvullend Onderwijs- en examenreglement” [Supplement to the Education and Exam Code] can demand the installation of specific software (packages) in order to ensure a safe exam environment as an additional condition for the participation in the exams.

A student who did not pass course units/partims in the first exam chance is automatically enrolled for

the second exam chance in the third exam period, except when the student de-enrols before the start of the third exam period at the exam office. The Supplementary Education and Examination Code may set out other regulations regarding enrolling in the third exam period.

Article 71. Advanced Second Exam Chance

A student who can obtain a degree in the first semester, but failed one or more course units, may be given an advanced second exam chance in the second semester for all failed course units, if this is possible as regards organization. This also applies to a student who is enrolled in a micro-degree that is only organized in the first semester.

The student applies for this advanced second exam chance in writing to the learning track counsellor at the very latest within 15 calendar days after the start of the second semester. After consulting with the programme coordinator(s),the learning track counsellor replies at the very latest 7 calendar days of receiving the request. If the answer is negative, it will be communicated by means of a written, well-founded decision taken upon consultation with the Dean. . This decision is included in the student file.

3. COURSE OF THE EXAMS

Article 72. Preparation of the Exams

At the start of the course unit, each lecturer provides, according to the course sheet in the study guide, information to the students about the competences/learning results to be acquired, the learning objectives, the content of the course unit/partim, the assessment systems, the type(s) of assessment and the time(s) of the exams, the correlation of the different parts in the complete assessment and whether one or two exam chances are organized.

Every lecturer/examiner timely provides appropriate study material and timely indicates per course unit/partim the study content that will be examined.

Every lecturer clearly indicates the assessment criteria and provides questions and/or exercises if possible, which reflect the concrete requirements, set for the assessment.

Article 73. Types of Assessment

The type of assessment is determined according to the competences, learning results or learning objectives to be assessed and is recorded in the course sheet. Multiple types of assessment can be combined to assess to what extent the competences were acquired.

The course sheet describes per exam the assessment format(s) and the relations in the final exam score.

Assessment can be done in writing and/or orally. Each exam can be organized as a combination of a written and oral assessment.

In case of a written (part of an) exam, the student signs an attendance list when handing in the written part, in case of an oral examination, the student signs an attendance list after the interrogation ended, with the exception of distance examinations, where attendance is registered in a digital way.

In case of an oral examination, the student gets sufficient time to structure the answer.

Regarding the bachelor's thesis, final tests, final projects, the internship, workplace learning or any other decisive final assessment, particular regulations can be recorded in a manual per study programme, which is especially designed for that purpose.

Evaluations can be recorded digitally in the scope of feedback and of the assessment of the course of the examination. This shall be announced in advance to the student.

Article 74. Digital Distance Examinations

Distance examinations are organized with specially installed software. Students make sure that they can start the examination with an operating laptop, a stable internet connection, an external mouse, a webcam and an installed secured and up-to-date browser. If the student omits to provide for these affairs and the examination start is delayed as a result hereof, it is not possible to claim additional examination time.

Before each digital examination, students go through an intake in which they (a) identify themselves by means of the identity cards and webcam and (b) visualize the room in which they are located. The course of this intake is necessary to participate to the examination.

The behaviour of the student during the examination is automatically monitored and classified on the basis of (a) facial detection, (b) the use of the browser and (c) the filling-in behaviour of the digital examination. Students receive a notification during the examination when their face is insufficiently monitored. Irregularities in this data flow are recognized and ranked according to review priority. All information about the way of data processing can be found on the page of the software: (https://www.respondus.com/products/monitor/review.shtml)

Article 75. Language of the Examinations

For course units and/or partims with Dutch as educational language, the exam is in Dutch.
For course units and/or partims with a foreign language as subject, the exam is organized in the respective educational language.
If a course unit at a receiving institute is taught in a foreign language, the exam is taken in the used educational language.
For study programmes taught in another language, the exam is in the educational language used.

In any other case, the student always has the right to take the exam in Dutch.

Article 76. Absences from Exams or Evaluations due to Force Majeure

1. Absence of the Student

If the student is absent from an exam or an evaluation due to sudden force majeure, he/she must report this to the examination office via iBamaflex and submit a written proof of force majeure within 5 calendar days on iBamaflex, in accordance with the procedure 'Reporting and entering absences' which is published via the website of the study programme on the learning platform Leho – Study contract & administration. The student shall keep the original evidence until the end of the academic year, and shall submit it if the examination secretariat requests so.

To be valid, in case of absence due to an illness or an accident, a medical certificate for the day of the exam or the evaluation must have been issued by a physician at the very latest on the day following the day of the exam or the evaluation.

In case of attributed facilities with regard to the absence, the student shall upload the attestation of the facilities as proof.

In case of legitimate absence the student, in consultation with the respective examiner or the authorized person of the study programme (such as mentioned via the website of the study programme on the learning platform Leho), will agree upon another time of assessment, preferably during that same, possibly reopened, exam period.

On no account can a valid absence from an examination be a ground to refuse the respective student to take part in exams from other course units.

2. Absence of the Examiner

If the examiner or observer is absent at the time and/or the place as determined in the course schedule in case of non-period-bound assessment or the examination arrangement in case of a period-bound assessment, a delegation of the students communicates this to the examination office after fifteen (15) minutes.

The examination office attempts to inform the students involved about the change, after having contacted the examiner involved or after the verdict of the head of the examination board.

Article 77. Irreconcilability Between Student and Examiner

In case of partnership, blood relationship or relationship by marriage up to and including the fourth degree of partnership between an examiner and a student, the examiner timely notifies the president of the examination board, who then appoints a substitute to take the exam and attribute the exam score.

Article 78. Irregularities in Connection With Exams, Examination-Related Disciplinary Decisions and Appeal

Each finding of an irregularity, such as plagiarism, fraud or any other type of deception in connection with an exam is immediately reported by the examiner or observer or the exam secretariat to the respective student and to the president of the examination board, who, after having consulted with the examiner and/or observer involved, the respective student, the programme coordinator and, if so desired, the ombudsperson and/or examination board, takes a relevant decision, and who communicates this in writing, motivated and dated, to the respective student.

Mobile telephones, smartwatches and other electronic devices, except for devices specified by the examiners, are prohibited at the exams.
When using calculators and/or other electronic devices, the memory of such must be erased before the examination starts.
When using a laptop at the examination, the student is not allowed to use a (wireless) network, save stipulated otherwise at the start of the examination.
When the opposite is found, the irregularity is equated with fraud.

In case a student disappears out of sight during a digital distance examination, or another person appears, or the browser is closed early, or the webcam is not connected, or the examination is interrupted early due to internet disruption, the software detects irregularities, … aal of these can be considered as fraud.

The student is expected to submit self-created work to evaluations unless it is explicitly stated otherwise in the examination or assignment description. All use of a non-explicitly authorized aid will be considered as an irregularity. The use of AI tools, translation software, code generators etc.... is not considered as own created work. All use of an explicitly authorized aid to which no correct reference is made will be considered as an irregularity.

The student can at all times be asked to explain how certain parts of an assignment have been drafted.

An examiner can always have a conversation with the student regarding the delivered workpiece and its creation.

Based on an irregularity, the president of the examination board, in consultation with the examiner(s), the programme coordinator and the ombudsperson, if any, can suggest a score of zero for the evaluation or partim concerned, the respective course unit and the underlying partims, all course units of the respective examination period, all course units of the respective examination chance and/or the loss of the right to the transfer of the best exam score to the examination board, through which the student possibly loses any chance of passing and/or acquiring a credit certificate for the respective course units. The decision taken as a result of an irregularity during an examination must be ratified by the examination board.

Pending a relevant decision, each student, who is suspected of an irregularity, can continue the exams in the same exam chance.

Students can internally lodge an appeal against examination-related disciplinary decisions pronounced as a result of irregularities during examinations.

After the internal appeal procedure above, the student can file a petition to appeal with the Council for Disputes on Study Progress Decisions.

Article 79. Public Nature

In case of exams, the public nature presumes that the own exams can be looked into by the student during the provided feedback period. The student cannot make a copy or photo of the evaluation documents.

Article 80. Presence of Third Parties

For each exam, every student and examiner have the right to demand the presence of either the ombudsperson or another second member, belonging to the teaching staff or the department Onderwijs of Howest. The student and/or examiner send his/her written request to the president of the examination board, within 15 calendar days before the start of the examination period. The requested third party is merely an auditor and can on no account be involved in the assessment. These persons can be heard by the examination board.

Examiners can also invite external persons to take part of the assessing jury. These external persons cannot be related to the student up until and including the fourth degree of partnership. These external persons can be involved in the assessment of the course unit/partim; however, they are not part of the examination board.

Article 81. Retention of examination materials

Copies of written examinations and all other documents relating to the evaluations insofar as this is materially possible shall be retained for at least 1 year after the end of the academic year or until the appeal procedure is completed. Final tests are retained for 3 academic years as part of quality assurance.

4. STUDY PROGRESS BASED ON EXAMINATIONS

Article 82. Determination of the Exam Score

Dependent on the study programme, exam scores are given as per the smallest unit, i.e. the partim or the course unit in case there are no underlying partims. These exam scores are given by the individual examiner(s).

The assessment of the learning performances is expressed in an exam score. This exam score is expressed in a whole number out of a total score of twenty points and represents the degree to which the student has mastered the competences, learning results or learning objectives to be acquired based on the table below.

Level to which competences have been mastered	**Exam score**
The student has mastered the competence(s) to an exceptionally high degree	16 +
The student has mastered the competence(s) to such degree that the student stands	14 – 15
The student has largely and smoothly mastered the competence(s)	12 – 13
The student has mastered the competence(s) to a degree that enables them to function sufficiently and/or to continue his/her studies	10 – 11
The student has not yet mastered the competence(s) to a sufficient degree in order to function and/or to continue his/her studies	7 – 9
The student has not at all mastered the competence(s) to a sufficient degree	0 – 6

The exam score of the course unit and/or partim is calculated according to the ratio or method of calculation that is laid down in the course sheet.

The exam score at the level of the course unit/partim is not necessarily the result of the arithmetic, weighted sum of the scores at the partim or partial level. Deviating of that arithmetic, weighted sum, us only possible upon motivation which refers to the degree to which the competences, learning results or learning objectives to be acquired have been mastered and the factual findings.

If a student does not participate in a (partial) evaluation, a zero score is assigned for that (partial) evaluation.

The student will receive a final score "did not participate" if the student was absent to such an extent or participated in an insufficient number of evaluations as a result of which an assessment of the degree of mastery of the competences to be acquired, learning results or learning objectives is not possible.

The score at the level of the course unit in case there are underlying partims, is automatically calculated on the basis of the exam scores of the underlying partims according to the weighted average with weighting of the study load as integrated in the study programme. An exception is made if the weighted average is larger than or equal to 10, and if one or more underlying partims has a score of 6 or a smaller score, then the exam score “9” is attributed. In this case the examination board decides on the final exam score of the course unit.

Within one and the same semester, a student can only get once an exam result for each of the course units or partims.

Students who follow educational activities and who take exams on course units of the study programme at another institute for higher education at home or abroad, receive exam results from Howest. These exam scores are attributed reckoning with the score given per course unit by the receiving institution and possible the ECTS-grade, according to the rules laid down to that end (see Mobility).

Article 83. Credit Certificate

A student obtains a credit certificate for each course unit for which the student obtained a result of at least 10 out of 20.

The student is informed of the credit certificates obtained through the report. In the case of enrolment with a diploma contract or examination contract in view of obtaining a diploma, the credit certificates are delivered to the student only upon request. If the student studied with a credit contract or an examination contract in view of obtaining a credit certificate, the credit certificates will be delivered after the expiry of the contract.

A credit certificate remains unlimitedly valid.
Credit certificates are obtained at Howest without a degree of merit.
A student cannot renege on an obtained credit certificate.

Article 84. Deliberation Regulation Diploma Contract

The conditions for automatic deliberation are as follows:

- Study efficiency of the academic year ≥ 50%;
- Overall percent enrolment programme, i.e. weighted average of the exam scores of the course units with ECTS credits as weighting factor, ≥ 50%;
- Course unit can be deliberated according to the course sheet or according to the stipulations with regard to the deliberation laid down in the Supplement to the Education and Exam Code.

Automatic deliberation is effected according to the following rules of deliberation provided all of the following conditions are met:

- the exam score of the course unit amounts to 8 or 9, and no partim score ≤ 6; and not one single exam score of a course unit < 8;
- the overall total weighted number of fail points of the enrolment programme of the academic year, with ECTS credits as weighing factor, is not > 20% of the ECTS credits enrolled for;
- the total number of failed course units ≤ 3;
- the total number of deliberated ECTS credits ≤ 10% study load of the training.

Deliberation by the examination board is possible for the following specific circumstances:

- specific circumstances of study-related nature: students of whom the examination board is of the opinion that they have realized certain objectives of the enrolment programme, in spite of

the fact that all credit certificates are lacking or in spite of an non-automatically deliberation-sensible score, can be deliberated;
- specific circumstances of private nature: the Dean decides to convene the examination board upon advice of the learning track counsellor, the ombudsperson, the study coach or programme coordinator.
- If a student did not participate in the imposed obligatory remedial course in the scope of the start test, this can be taken into account at the deliberation.

The student does not receive a credit certificate for the course units which were deliberated and does not receive the study credits back either.

5. EXAMINATION BOARD

Article 85. Responsibility

Individual examiners and examination boards act under responsibility of Howest when determining exam scores.

The individual examiners are responsible for correctly assessing qualitatively, calculating quantitatively and passing on the correct exam score to the course unit president and/or the examination office in accordance with this examination code.

As president of the examination board, the Dean is responsible for a correct deontological course of the deliberation, the consultation and the decision concerning the composition of the examination board and/or whether the deliberation is effected at the level of study programme or majors.

Article 86. Competences of the Examination Board

The examination board has the following competences:
- Definite determination of the exam scores of the composed course units in case of a deviation from the weighted average as laid down under ‘determining the exam score’;
- Deliberation of course units in case of exceptional circumstances such as laid down in the ‘deliberation regulation’;
- Ratification of disciplinary decisions regarding the exams.

Article 87. Frequency of the Examination Board Meetings

In principle, the examination boards meet twice per academic year, viz. after the second and third exam periods.

If necessary, the examination boards also meet for students who can graduate earlier and who did not pass according to the automated deliberation regulations.

Article 88. Appointment of the Examination Board

For the first deliberation, an examination board is appointed by the Dean for all deliberations of the study programmes/majors concerned.

Article 89. Composition of the Examination Board

The president of the examination board is a voting member.

The secretary is a member of the teaching or administrative staff. The secretary is not entitled to vote.

The examination boards consist of maximally 10 voting members, viz. the programme coordinator(s), the learning track counsellor, the quality officer, if applicable the bachelor's proof coordinator, if applicable the responsible(s) for the specialization and/or location, and a delegation of examiners of the study programme. In addition, the ombudsperson, can participate with an advisory vote.

The other lecturers/examiners can be heard by the examination board with an advisory vote.

Article 90. Substitution of Members

In case of blood relationship or relationship by marriage up until and including the fourth degree of partnership between a member of the examination board and a student who is assessed by that same examination board, the member timely notifies the president of the examination board, who in his/her turn appoints a substitute.

The Dean can have himself replaced as president of the examination board.

Article 91. Attendance of the Members of the Examination Board

The members of the examination board who are entitled to vote are obliged to take part in the deliberation and to sign the attendance list.

When a member is legitimately hindered from attending the deliberation, the latter instantaneously notifies the president of the examination board, who can appoint a substitute.

Those who are not a member of the examination board cannot take part in the deliberation of that examination board.

The president of the examination board decides which examination boards deliberate jointly. The people present cannot intervene in and are not entitled to vote at the deliberation of the examination boards of which they are not a member.

Article 92. Deliberation by the Examination Board

The deliberation of the examination board is undisclosed and is organized behind closed doors. All members and other people present are sworn to secrecy.

An examination board deliberates collectively and can only deliberate legitimately if at least half of the members entitled to vote are present.

The examination board deliberates collectively and decides with a consensus. Unless a member of the examination board and/or the ombudsperson asks for a vote, the proposition of the president is accepted as a consensus.

Article 93. Regulations for Voting on the Examination Board

Each member of the examination board who is entitled to vote only has one vote.

The vote is done by show of hands, unless a member requests a secret vote. Decisions taken by vote are made with a two-thirds majority of the votes cast. The president lays down the voting procedure.

When there is no 2/3 majority, the president decides in favour of the student.

Article 94. Statement of Reasons and Recording of the Decisions of the Examination Board

The decisions from the examination board are recorded in minutes, either in writing, either digitally and printable.

Herein, both the legal and the actual grounds of the decisions per student are explicitly recorded, and at least the following is recorded: the attendance list, the exam grades for each student, the taken decisions and statements of reasons of the latter (based on the degree of mastering the competences, learning results or learning objectives to be acquired), examination-related disciplinary decisions and if necessary the mention of mediation by the ombudsperson.

The signed minutes are kept for fifty (50) years.

Article 95. Public Nature of Administrative Acts and Statement of Reasons

The public nature of the decisions of the Examination Board and the obligation to provide a statement of reasons are guaranteed by the publication of the exam results and the decisions by means of the report, the right to discussion during the feedback moment about the exam results and the proclamation.

The president of the Examination Board can grant perusal into the official report concerning the student to the student who proves his interest.

6. RESULTS AND FEEDBACK

Article 96. Publication of the Exam Results

The results and the decisions of the examination board, if any, are published after each exam period in the period laid down in the academic calendar or after the procedure “Early graduation”; this by means of the report, that is made available electronically via iBamaflex.

The report shall contain the following elements:
- The course units and the underlying partims;
- The ECTS credits per course unit and underlying partim;
- Explanation of the codes used;
- Study advice, if applicable;
- Binding study conditions if applicable.

After the first exam period:
- The exam score out of a total of 20 per course unit and partim in accordance with ‘Vaststelling van het examencijfer’, freely translated ‘Determining the exam score’, or “did not participat”;
- Per course unit with an exam score of 10 or more: ‘credit certificate.

After the second and third exam periods or after the procedure ‘Early graduation’:
- The exam score out of 20 per course unit and partim, except when deliberated without credit certificate. In that case the exam score is masked by ‘D’ (“gedelibereerd” or deliberation), or ’did not participate’;

- per course unit and partim: ‘credit certificate’ or ‘second exam chance’ or ‘to retake’ in view of graduating, if applicable ‘no second exam chance’ or ‘decision postponed’.
- If a part of a course unit was taken ‘in exchange’, the decision ’achieved’ or ‘not achieved’ is also mentioned.

An examiner can announce early indicative (partial) scores to the student, in view of feedback, remediation or orientation.

Article 97. Right to Feedback on the Exam Results

Upon communication of the exam results, the student is entitled to feedback on the examination results within the periods provided to that end in the academic calendar, on the occasion of the planned feedback moments, or as mentioned on the report within the term of 5 calendar days.

Feedback on the examination results is only organized by word of mouth. Every student who wishes to receive feedback on the exam results shall obligatory be present on the planned feedback moments. After the feedback moments no additional feedback on the examination results will be organized, except for proven force majeure.

During the feedback conversation the student is entitled to have perusal into the own copies, in the presence of the lecturer/examiner or any person authorized to represent these and if so desired in the presence of the ombudsperson.

Article 98. Material Mistakes After Publication of the Results

Material mistakes in which case an incorrect exam score has been given are communicated in writing to the Dean within a period of 5 calendar days after the date of the publication of the results via the student administration office.
The Dean can officially restore the material mistake in accordance with the “Geschillenregeling na de bekendmaking van de resultaten’ [Settlement of Disputes upon Announcement of the Results].

Article 99. Renunciation to Exam Scores

The student can only renounce to deliberated exam scores of course units or partims laid down by the examination board at his own risk and because he still wishes to obtain a credit certificate. In case of such renunciation the decision ‘deliberated’ is cancelled and the same rules apply as with the non-succeeded and non-deliberated course parts, indicated under ‘Number of exam chances’.

The student cannot renounce to the exam scores of course units for which he passed and for which he obtained a credit certificate.

In case the deliberated exam score has been waived in case of obtaining the diploma, the decision ‘passed for the entire study programme’ and the grade of the merit is temporarily cancelled until after the second examination chance. In this case, the diploma received, which has a provisional character, shall be returned to the examination secretariat.

Renunciation shall be communicated by the student in person and in writing to the examination office, within 15 calendar days after publication of the results.

7. DIPLOMA

Article 100. Granting a Degree or Diploma

Students acquire a degree or diploma of a study programme if they are declared to have passed the entire study programme.

Students are automatically declared to have passed if a credit certificate, a deliberation score or an exemption was acquired for all course units.

Article 101. Criteria for the Determination of the Degree of Distinction of the Diploma

A degree of distinction is attributed to a student who enrolled for at least 30 ECTS credits by means of diploma contract.

A degree of distinction is automatically attributed and is calculated on the basis of the following formula that results in a number of maximally 20. Thus number is the sum of the product of the exam score obtained on all course units of the study programme and their weight consisting of the number of ECTS credits of the course unit divided by the sum of all weights. In case of partial exemptions, the weight of the course unit is decreased proportionately with the partial exemptions.

Formula: $$\frac{\text{(exam score course unit 1 x weight 1) + … + (exam score course unit n x weight n)}}{\text{Weight 1 + weight 2 + … + weight n}}$$

The degree of distinction for a study programme obtained by a student then depends on the number obtained:

a) ≥ 16.50 (82.5%): passed with greatest distinction;
b) < 16.50 (82.5%)en ≥ 15 (75%): passed with great distinction;
c) < 15 (75%) en ≥ 13.50 (67.5%): passed with distinction;
d) < 13.50 (67.5%) en ≥ 10 (50%): passed.

Once a degree of distinction has been attributed, it cannot be modified afterwards, except in case of a material mistake or upon appeal.

Article 102. Diploma

Howest delivers a diploma to the student who is declared passed for the entire study programme.

By granting the diploma by virtue of the stipulations laid down in the decree it is recognized and ratified by law.

Article 103. Proclamation

The Dean or a representative proclaims the associate degrees of a study programme in a public session.

8. REGULATION OF DISPUTES

Article 104. Dispute Regulation Before or During the Exams

When a correct course of the examinations is or was liable to suffer from serious irregularities or from conflicts between examiners and students, the people involved or the ombudsperson inform the president of the examination board.

The ombudsperson intermediates, and the president of the examination board takes measures to guarantee a correct course of the examinations or the deliberation.

Article 105. Dispute Regulation After Publication of the Results

Material errors or irregularities must be concluded within a period of 5 calendar days after publication of the results. Both the student and the examiner and/or the ombudsperson can communicate this in writing to the president of the examination board that takes the appropriate measurements without delay.

When these are not of such nature that they could have influenced the decision of the examination board, the president of the examination board takes the necessary measures to restore these material errors or irregularities. These restorations are immediately added to the minutes by the president of the examination board and reported to the programme coordinator, the learning track counsellor, the respective lecturer(s) and/or examiner(s) and the student via publication of a new report.

Material errors or irregularities that are of such nature that they could affect the decisions of the examination board lead to re-opening the examination period for the respective student.
To that end, the president of the examination board calls a special meeting, within seven (5) calendar days after the announcement. The examination board can confirm or revise the original decision in a motivational way. The examination board, assembled at a special meeting, deliberates legitimately if at least the president and 2 members of the examination board are present, save in case of force majeure.

Article 106. Appeal

A student can lodge an internal appeal with the Internal Appeals Committee against the decision of the examination boards within a term of seven (7) calendar days after the announcement of the results, in accordance with the procedure described under ‘Appeal’.

After exhaustion of the internal appeal procedure above, the student can lodge an external appeal with the Council for Disputes on Study Progress Decisions.

SPECIAL PROVISIONS REGARDING STATUSES AND FACILITIES

Article 107. Particular Statuses

Students can be granted an exceptional status on the basis of individual characteristics and/or circumstances. To that end, they shall, each academic year, apply for the status in writing, via the registration tool and motivated with pieces of evidence via the study coach of the study programme concerned. An exception to this rule is the status of 'student with a disability'. The granting of this status is valid during the entire study career of the student at Howest, except in the case of a psychiatric functional disability.

All information about the application procedure, the substantiation, the pieces of evidence and the attestations can be found on the website www.howest.be/faciliteiten.

The following statuses are possible:

- student with a (functional) disability (including development disorders);
- student with increased care;
- student in specific social or personal circumstances (including medical issues);
- top sport student;
- student-artist;
- student with a mandate;
- student-entrepreneur;

Article 108. Status: Student with a Functional Disability

A student with a functional disability, is a student for whom there is a lasting or long-term absence (at least 12 months effective absence and/or an absence of 12 months foreseeable for the future) for one or more body functions enumerated in the International Classification or Functioning, Disability and Health (ICF).

Specifically:

- motoric functional disability;
- auditory functional disability;
- visual functional disability;
- chronical diseases;
- psychiatric functional disability;
- development disabilities: learning disability;
- development disabilities: ASS;
- development disabilities: ADHD;
- development disabilities: tic disability;
- development disabilities: DCD;
- development disabilities: development dysphasia;
- development disabilities: development stuttering;
- development disabilities: combination of development disabilities;
- multiple functional disability;
- other;

Students with a functional disability shall justify their application by means of a certificate delivered by an instance that has been declared competent by the government.

Article 109. Student with Increased Care

A student with increased care has received support in compulsory education on the basis of a specific care need and not on the basis of a specific diagnosis. The student shall substantiate the application by means of a motivated report of the advisory CLB.

Article 110. Status: Student in Specific Social or Personal Circumstances

A student in one of the following circumstances:

- pregnancy and/or parenthood: doctor's certificate pregnancy and/or certificate family composition;
- employment: certificate/declaration of the employer with indication of contract duration and employment fraction;
- different cultural background or foreign mother tongue and not in possession of a diploma of a Dutch-spoken study programme: written declaration and copy ID of the student;
- transition period transgender: certificate of treating doctor;
- informal care: on the basis of an interview with the social service Stuvo and/or study coach and/or a certificate of informal caregiver of the health insurance company and/or a certificate of the attending physician of the patient;
- other exceptionally social and personal circumstances: on the basis of a conversation with the social service and/or study coach, as regards the facility 'toestemming individuelle traject' [approval personalized track] based on attestation and consultation with the study coach and the programme team.

Article 111. Top Athlete Status

A top athlete is a student who meets meets the recognition requirements for the Topsporter status. These requirements can be found on https://www.howest.be/nl/stuvo/student-life/sport#topsport.

Article 112. Student-Artist

A student-Artist is a student who is artistically engaged at a high level within a recognized art and/or culture organization and who is, in the course of the academic year, frequently occupied with cultural activities.

The student substantiates the application with a portfolio or artistic C.V. and documents that can substantiate the performances and activities.

Article 113. Student with a Mandate

A student with a mandate has a mandate in a management or advisory body of Howest and/or the AUGent and/or VVS and/or ESU or with a political mandate.

A student with a mandate in a management or advisory body substantiates the application with a certificate of the coordinator student participation.

A student with a political mandate substantiates the application with a declaration of his political party.

Article 114. Student-Entrepreneur

A student-entrepreneur is a student who meets one or more of the following requirements:

- the student must be enrolled for at least 27 ECTS credits;

- the student must either lead an enterprise or shall submit a plan from which the intention appears to offer a valorisable product or service within 12 months. This plan must also show the intention to launch an entrepreneurial activity under the form of a legal personality or self-employed status with the student as initiator. The entrepreneurial activity must have a clear growth perspective;
- the application must be approved by the Dean upon advice of an enterprise coach of Howest. More info on www.howest.be/nl/studeren/student-life/ondernemen.

Article 115. Guest Students

Students who study at Howest in the scope of mobility can enjoy specific facilities concerning education and assessment. Possible facilities are discussed with the lecturers of the study programme and applied for with the study coach.

Article 116. Reasonable Adjustments

Students suffering from a functional impairment can apply for reasonable adjustments; to that end, they send a written application with statement of reasons and pieces of evidence to the study coach.

An adjustment is a concrete measure that neutralizes the restrictive influence of an inadequate environment on the participation of a person suffering from a functional disability. A reasonable adjustment is an adjustment that does not imply a disproportionate charge.

Upon consultation with the study coach and the contact person of study counselling and/or the programme coordinator(s) the measures are approved by the Dean or rejected with motivation. A rejection shall be motivated in writing by the Dean within a period of 15 calendar days.

Students suffering from functional disabilities can lodge internal and external appeal against the refusal of reasonable adjustments in accordance with the Appeal Procedure.

Article 117. Adjustments

Adjustments can concern both education and assessment activities, and also the study contract at first enrolment in a bachelor study programme.

Adjustments about education activities can relate to among other things attendance during contact hours, the learning method used, the study material, assignments and tasks, the bachelor paper, graduation projects, internships and workplace learning, briefly the education activities and learning and work methods as described in the study guide.

Adjustments about assessment activities can relate to the form, the rescheduling of examinations, the spreading of examinations, taking examinations outside the examination period, etc. In the scope of inclusive education, Howest offers each student inclusive adjustments for written exams. More information can be found under “Special Circumstances and provisions / Howest”.

Adjustments regarding education and assessment activities are granted on the basis of a specific status for an academic year. and shall be applied for again every academic year with the study coach of the study programme.

Facilities regarding the study contract at first enrolment in a bachelor study programme (IOT-status), ‘toestemming individueel traject’ [approval personalized track] refer to the possibility to enrol with a personalized track. This facility is standard granted by the study coach to all students with a special status, with the exception of the status of student in specific social or individual circumstances - other exceptional circumstances. In this case, one should apply for this facility and provide the necessary attestation.

Upon consultation between the study coach and the contact for student counselling and/or the programme coordinator and/or the Dean, the adjustments are approved or refused with motivation.

The lecturers of the programme are informed about the attributed adjustments via the adjustments tool (faciliteitentool). If the student wishes to use the adjustments granted the arrangements related thereto shall be respected. When using adjustments in case of exams, the student shall present the certificate of adjustments present to the lecturer.
In case of attributed adjustments relating to absence, the student will communicate the absence via iBamaflex and upload the certificate as proof.

SPECIAL PROVISIONS REGARDING (INTER)NATIONAL MOBILITY

Students enrolled with a diploma contract can, in the scope of exchange, take course units at another institution in Flanders, abroad or another Belgian community (international mobility).

Students enrolled with a diploma contract can also take an internship abroad or in another community of Belgium (international mobility).

Mobility can take place physically, online or through a combination of both (blended).

Students with binding study requirements do not qualify for mobility, except if the mobility is of the short term and is a part of the study programme.

Students who physically follow part of the educational activities or internship abroad agree to: possess a valid visa, in accordance with the consular requirements of the respective country, timely get the required vaccinations, and before departure fulfil the necessary insurance formalities.
Students who travel intercontinentally, compulsory subscribe to a travel insurance with sufficient cover, inclusive of repatriation, for the entire duration of their stay.

If, in consequence of mobility, the number of study credits recorded in the study contract changes, the tuition fee is recalculated on the basis of the number of study credits taken in accordance with the procedure ‘’wijzigen studiecontract’ [Modifying the study contract].

Because of safety measures, Howest can cancel earlier allowed mobility or call back students from abroad. The student cannot claim indemnities or a damage compensation from Howest.

Article 118. Studying at Another Institute for Higher Education in Flanders

1. Course units at another institute of the Association University Ghent Students, who enrol at the University Ghent, University of applied sciences Ghent, Howest or University of applied sciences Arteveldehogeschool for a diploma contract or as a guest or exchange student, can – within their diploma contract or programme as guest or exchange student – follow course units at another AUGent institute (hereinafter referred to as the receiving institute) than the one they enrolled at for a diploma contract.
Three requirements are linked to the above:

- the respective course units cannot be part of one of the study programmes of the sending institute;
- it concerns course units that can be followed by students as an exchange student as part of their study programme: the course units must be accepted as replacements by the sending institute. If students want to follow course units ‘as an extra’at the other institute, they must do the latter in the frame of an additional credit contract;
- the agreement of both the sending and receiving institute is required. This agreement is given in a manner determined by each institute. For Howest, this is effected in accordance with the procedure of ‘Geïndividualiseerd studietraject’, freely translated as ‘Personalized Learning Track.

The students submit their application according to the established procedure for internal AUGent mobility.

2. The student, who enrolled for a diploma contract, can, within this diploma contract, follow course units at a Flemish institute for higher education other than AUGent; insofar the institutes are part of an officially recognized, bilateral and/or multilateral cooperation or exchange programmes or agreements. For study programmes imposing mandatory student mobility, the study guide indicates to what extent the student must follow course units at another institute for higher education. To that end, the student

shall have the permission of the programme coordinator. The latter communicates the decision as soon as possible and within 15 calendar days after having received the application. If the programme coordinator authorizes studying at a receiving institute, the latter also determines which course units are cancelled at Howest. The total amount of ECTS credits of the course units that are cancelled can be compared to the overall number of ECTS credits of the course units taken at the receiving institution.

The programme, which the student wishes to follow at the other institute, is approved by the programme coordinator, after advice from the learning track counsellor, before December 1 for the second semester and at enrolment for the first semester. Students submit their application within 15 calendar days before these dates. The programme coordinator shares all necessary data on the student, the period, the receiving institute, the programme, and later the score obtained with the student administration office.

Article 119. Studying at Another Institute for Higher Education Abroad or In Another Community of Belgium

The student, who enrolled under a diploma contract, can within the scope of this diploma contract follow course units in a study programme of the same level as the qualification structure at an institute for higher education or a study programme declared equal at an institute for higher education abroad or in another community of Belgium; provided the institutes are part of the officially recognized, bilateral and/or multilateral cooperation or exchange programmes or agreements. For study programmes imposing mandatory student mobility, the study guide indicates to what extent the student must follow course units at another institute for higher education at home or abroad.

To that end, the student shall have the permission of the programme coordinator. The student files an application in time via the Internationalization Coordinator in accordance with the ‘Stappenplan voor buitenlandse studie’, the Guide for Studies Abroad, to be found on the website of the study programme – ‘Go Internaltional’ on the learning platform Leho.

The Internationalization Coordinator states a decision with statement of reasons as soon as possible and at the very latest 21 calendar days upon receipt of the application. In case the programme coordinator should, upon advice of the Internationalization Coordinator of the study programme, grants the permission to study at a receiving institution, he also determines which course units will be cancelled at Howest. The total amount of ECTS credits of the course units that are cancelled can be compared to the overall number of ECTS credits of the course units taken at the receiving institution.

The programme that the student wishes to follow at the other institution is approved by the programme coordinator, upon advice of the Internationalization Coordinator, at the very latest 60 calendar days before the student actually leaves. The Internationalization Coordinator follows up the drafting of the Learning Agreement, gives formal approval thereof and transmits all necessary information on the student, the period, the receiving institution, the programme and the scores obtained later on to the International Office of the campus.

Modifications to the Learning Agreement are only possible upon consultation with the Internationalization Coordinator of the study programme Howest and must be formalized by the student via the relevant part of the Learning Agreement, with signature by both institutions, within the period allowed for modifications by the financing scholarship body and/or the study programmes.

Article 120. Assessment/Exam Result in case of Study at Another Institution

Students who within the scope of their diploma contract follow educational activities at another institute for higher education at home or abroad and who are therefore assessed by the host institution, receive integral recognition from Howest for the exam results achieved elsewhere, whereby the actual exam scores are granted by Howest. These exam scores are awarded taking into account the score awarded per course unit at the hosting institute.
This is effected on the basis of the so-called Grade Distribution Tables of both institutions, if applicable. The table of Howest can be consulted on www.howest.be/puntenomzetting.
In case several Howest scores should correspond at the conversion of the points, the highest score will be attributed.

If the hosting institution does not use the Grade Distribution Tables yet, but uses the ECTS Grading Scale, the exam result is granted according to the table below:

ECTS grade	% of successful students normally achieving the grade	Definition	Howest score out of /20
A	10	EXCELLENT- outstanding performance with only minor errors	16/20 and more
B	25	VERY GOOD- above the average standard but with some errors	14 & 15/20
C	30	GOOD- generally sound work with a number of notable errors	12/20 & 13/20
D	25	SATISFACTORY- fair but with significant shortcomings	11/20
E	10	SUFFICIENT- performance meets the minimum criteria	10/20
FX	-	FAIL- some work required before the credit can be awarded	7/20 & 8/20 & 9/20
F	-	FAIL- considerable further work is required	6/20 and less

In case of a Pass/Fail system, the students gets a score of 14 for Pass and a score of 7 or less for Fail.
If the student does not agree with the score granted, the student can lodge an internal appeal within a term of 7 calendar days after the announcement of the results, in accordance with the procedure described under ‘Appeal’. After the internal appeal procedure above, the student can file a petition to appeal with the Council for Disputes on Study Progress Decisions.

Article 121. Internship Abroad

The student who enrolled under a diploma contract can do an internship abroad under the scope of this diploma contract.

To that end, the student shall have the permission of the programme coordinator. The student files an application in time via the Internationalization Coordinator in accordance with the ‘Stappenplan voor buitenlandse studie’, the Guide for Studies Abroad, to be found on the website of the study programme – Internationalization on the learning platform Leho.

The Internationalization Coordinator states a decision with statement of reasons as soon as possible and at the very latest 21 calendar days upon receipt of the application. In case the programme

coordinator should, upon advice of the Internationalization Coordinator of the study programme, grant per- mission for a foreign internship with a larger study load than the internship provided for in the study programme, he also determines which course units will possibly be cancelled at Howest. The total amount of ECTS credits of the course units that are cancelled can be compared to the overall number of ECTS credits of the foreign internship.

The Internationalization Coordinator or the internship/work placement coordinator makes sure that the internship agreement/Learning Agreement for Traineeship is drawn up and uploaded onto the Mobility Online platform.

Assessment is effected in accordance with the assessment recorded in the study fiche of the internship.

Unremunerated trainees are covered by the occupational accident insurance for accidents with physical damage which occur at the internship. In the case of remuneration, the internship company or the student must personally take out an insurance for this purpose.

Article 122. Language Assistance Measures

Howest offers language assistance measures for both incoming and outgoing students.

Under a number of specific conditions, students can have financial support for language preparation by means of self-study or for following an external course. These conditions are laid down by the International Office.

The application for language assistance measures is made in accordance with the procedure to be found on the website of the study programme – “Go International” on the learning platform Leho.

Outgoing Erasmus students shall take a compulsory free online language test of Erasmus before departure. In case the knowledge of the language is insufficient, the student can take a free Erasmus online language course.

INVOLVEMENT REGULATION, PARTICIPATION AND QUALITY CARE

Article 123. Representation and Authority as Laid Down in the Decree

The students are represented in the administrative and advising bodies of Howest, with the authorities and the organization of elections in accordance with regulations determined. The administrative bodies of Howest, in which students are represented, are the Board of Directors and the STUVO (student services) council in accordance with the organic regulations of Howest. The student council is an advising body, containing at least 8 students.

Article 124. Study programme committees and Minimum Items for Consultation

1. On the level of the study programme c.q. major

At the level of the study programme, a study programme committee serves as consultative body between the students and the programme team.

The study programme committee deliberates on study programme related student affairs, such as the coherence and organization/execution of the study programme, gives advice on among other thigs the study programme-related academic calendar and the Supplementary Education and Examination Regulations, the spreading of tasks and assignments over the academic year/semester, the learning environment (working methods, quality of learning materials and provisions specific to the study programme) the estimate of the total study cost, study and student counselling (intake support, flow support, and outflow support), the strong connection between education, research and service, assessments, internationalization, quality care including inquiry results, …

Items on the agenda can be introduced by all students and staff members of the study-department. Of each consultation, a report is drawn up, which is available for all students and staff members. Third parties involved can be invited to the study programme committee.

The programme team organizes the study programme committee on their own initiative or on the request of students. The study programme committee assembles at least twice per academic year.

The study programme committee can give advice to the authorized people and/or bodies.

2. On the level of the campus / cross programme boundaries

At campus level, a campus committee serves as a consultative body between students and staff members. The campus committee deliberates on non-training-bound student affairs, among which the working of the supporting services for students.

The president is the Dean. Items on the agenda can be introduced by all students and staff members. Of each consultation, a report is drawn up, which is available for all students and staff members.

The Dean organizes the campus committee on his/her own initiative or on the request of students. Questions can be communicated via campus.kortrijk@howest.be, campus.brugge@howest.be or campus.oudenaarde@howest.be.

The campus committee can give advice to the authorized people and/or bodies.

3. At the level of the university of applied sciences

At the university of applied sciences level, a student council functions as participation committee. The members of the student council are elected. The student council assigns a president among the members. This council decides on matters determined by decree, such as the own election regulations and the internal regulations, and gives advice regarding the tuition fees, the Education and Examination Code and the academic calendar. Also university of applied sciences-wide student affairs can be treated and advised upon by the student council. The student council can invite technicians ad hoc.

From within the student council, student representatives are delegated to the decision-making bodies of Howest and to external consultation and participation bodies in which the student council takes a mandate.

Article 125. Quality Care: Shared Responsibility

The university of applied sciences has developed a quality care system which monitors the quality of the study programmes and services and which actively involves the students. Students have right to qualitative study programmes and services. Each student must actively take part in the activities organized in the frame of internal and external quality care, by which the student is the interested party. The student representatives in the study programme committee, the campus committee and the student council and the administrative bodies incite their colleague students to actively take part in the activities in the frame of quality care.

CODE OF ETHICS

Article 126. Code of Ethics

A code of ethics was drawn up within Howest for both students, staff members and all those involved in Howest.

The Code of Ethics is a guide to acting with integrity.

Acting with integrity means:

- performing the job/study properly and carefully, taking into account responsibilities and the norms and values of the organisation;
- taking the rights, interests and wishes of all parties involved sufficiently into account in making choices, decisions and in behaviour;
- be aware of the rules of conduct and apply them;
- engage in dialogue with others in this respect.

The Code of Ethics

- provides a set of rules of conduct to help with decisions and actions;
- offers protection against possible risks and the vulnerability that a person may face;
- inspires to find a good basic attitude in contacts with others.

Howest's ethics forum (via Teams STUDENT.ForumEtischeCode) offers a lot of info on integrity and acting with integrity. The forum is managed by both students and staff members.

Questions and/or remarks can always be addressed to the administrators of the ethics' forum via e-mail: ethischforum@howest.be.

ETHICS

Article 127. Contact Point for transgressive Behaviour

Transgressive behaviour is behaviour that exceeds personal limits and boundaries. It can take different forms: verbal or physical aggression, bullying, unwanted sexual behaviour, discrimination, stalking, racism, unjust accusations, etc.

The contact point aims to reduce the threshold to report the transgressive behaviour with all due respect for confidentiality. Go to https://www.howest.be/en/stuvo/hotline-for-cross-border-behaviour to report transgressive behaviour.

DISCIPLINARY RULES and ICT RULES

1. RULES OF CONDUCT AND DISCIPLINARY RULES

The rules of conduct and disciplinary rules govern the implementation of disciplinary sanctions as a result of students' non-compliance with the rules of conduct, as laid down in Howest Code of Ethics and in these rules of conduct.

Complaints about lecturers and staff members of Howest are handled in accordance with the 'Complaint handling'

Article 128. Rules of Conduct

1. Based on its mission, Howest stands for active pluralism, tolerance and respect for other opinions. Howest allows to wear religious symbols and/or clothing when prescribed by a recognised religion. Students who wear such symbols and/or clothing must remain permanently open to dialogue and active pluralism as Howest students.

2. At Howest, students demonstrate a neat appearance, impeccable behaviour and a correct attitude. Clothing must always comply with the requirements of cleanliness, hygiene, identification and safety of Howest and any additional obligations imposed at the internship site or at the workplace in case of workplace learning. Moreover, the students shall be guided in their behaviour, both inside and outside Howest, by respect for human beings and shall not perform any actions, including digital ones, that are incompatible with the objectives and values of Howest and the deontology of the profession for which they are being trained.

3. Based on the same mission and values, it is prohibited at Howest to wear party-political signs and/or messages and signs (such as clothing or symbols) that incite discrimination, hatred, violence, segregation or to reveal and/or spread negationism, that relate to racial superiority or racial hatred.

4. Any damage to buildings, furniture or equipment, wilfully or through gross negligence, may be subject to disciplinary proceedings, possibly legal action.

5. Each student can be held jointly and severally financially liable. Each is liable not only for damages caused by an act, but also for damages caused by negligence or carelessness.

6. A student who breaks, loses and/or steals property belonging to Howest during or outside educational activities must compensate for the damage suffered, barring force majeure or fault of third parties. In the event of a dispute, the Dean may formulate an amicable proposal.

7. The lecturer or supervisor may refuse further access to students who wilfully disrupt the organisation of educational activities as a measure of order. The refusal relates only to the activities in which the disruptive behaviour occurred and takes immediate effect. In case of recurrent behaviour, disciplinary proceedings may be initiated.

8. For the implementation of internships and workplace learning, the specific regulations of the internship or workplace will be observed. Internship or workplace learning may be terminated early due to inappropriate behaviour.

9. The student may not make audio or video recordings of educational activities, unless specific arrangements have been made with the lecturer on that subject. Recorded material can only be used for didactic purposes for the student himself or for the student group with which the lecturer has made prior arrangements. Commercial use of recordings is prohibited. It is never allowed to make

recordings of an exam or feedback moment, unless specific agreements have been made with the lecturer on this subject.

Article 129. Start of Disciplinary Proceedings

When a student violates the rules of conduct, this should be reported to the Dean who initiates the disciplinary investigation. The disciplinary investigation is conducted in writing according to the procedure as further mentioned under the article 'Disciplinary Investigation and Preventive Suspension'.

Article 130. Disciplinary Sanctions

A student may be sanctioned with the following disciplinary measures for non-compliance with the rules of conduct, the Code of Ethics and other regulations:

1. a written reprimand;
2. an alternative sanction in the form of an individual remedial disciplinary measure. If the student does not comply with the proposed alternative sanction, the file will be transferred to the Disciplinary Committee;
3. the early termination of internship or workplace learning;
4. the disciplinary suspension: a partial or general prohibition to use certain or all services of Howest during a certain period of time and to participate in certain or all educational and evaluation activities. The modalities and duration of the disciplinary suspension are decided by the Disciplinary Committee;
5. the exclusion from Howest: the definitive exclusion leads to the immediate loss of the capacity of student at Howest and the prohibition to re-enrol.

Article 131. The Disciplinary Bodies

The disciplinary bodies are:
1. the Deans (written reprimand, alternative sanction and early termination of internship or workplace learning);
2. the Disciplinary Committee;
3. The Disciplinary Appeals Committee.

The Disciplinary Committee is composed as follows:
1. the Rector sitting as chairman;
2. the Dean of a campus site other than the one of the study programme concerned;
3. a study department manager, depending on the case, a study department manager from another cluster;
4. a non-voting secretary.

The Disciplinary Appeals Committee is constituted by the Management Committee and consists of the following members:
1. the chairman or deputy chairman of Howest's Board of Directors who sits as chairman;
2. a member of the Executive Board of the administrative branch, proposed by the chairman of the Disciplinary Appeals Committee;
3. a student council member appointed by the Student Council;
4. an external expert;
5. a non-voting secretary.

All correspondence addressed to the Disciplinary Committee and the Disciplinary Appeals Committee should be addressed to the general secretary of Howest, Marksesteenweg 58 in 8500 Kortrijk.

Members of the Disciplinary Committee and the Disciplinary Appeals Committee must be able to demonstrate their independence in relation to those involved in the disciplinary case.

The Disciplinary Committee and Disciplinary Appeals Committee can validly decide if all members are present. They decide by a simple majority. In the event of a tie, the chairman decides.

Article 132. Disciplinary Investigation and Preventive Suspension

The disciplinary investigation is initiated by the Dean and must be held in writing.

As soon as the Dean of the study programme in which the student is enrolled is informed of a complaint or of facts that could potentially lead to disciplinary proceedings, the Dean shall investigate the complaint and/or facts.

If it is determined that the complaint or the facts presented do not give raise to the imposition of a disciplinary sanction, the Dean will inform the student without delay. Otherwise, a disciplinary file will be compiled within a period of 7 calendar days.

If it is determined that the complaint or the facts presented do give raise to the imposition of a disciplinary sanction, the Dean summons the student to be heard within 7 calendar days. The notice shall state that the student may come to inspect the documents of the disciplinary file before the hearing. The student may be assisted by counsel.

In case of serious facts or serious disruption of the proper functioning of Howest or the internship or workplace, the Rector, on the advice of the Dean, may pronounce a preventive suspension with immediate effect and refer the file to the Disciplinary Committee. This decision is immediately served upon the student by registered letter. This letter is simultaneously the summons for hearing by the Disciplinary Committee within 7 calendar days, as further mentioned in the article Disciplinary Procedure 1.2.

If, for any reason, the Dean of the study programme in which the student is enrolled considers that he cannot follow up this disciplinary file, the file will be handled by the Director of Education.

Article 133. Disciplinary Procedure

The disciplinary procedure is confidential. The hearing(s) and hearings of the disciplinary bodies take place behind closed doors.

The Dean is authorised to impose a written reprimand, an alternative sanction or the early termination of internship or workplace learning.

The more severe sanctions are imposed by the Disciplinary Committee.

1. Sanctions by the Dean: Written Reprimand, Alternative Sanction or Early Termination of Internship or Workplace Learning

Within 7 calendar days of being summoned and notified of the documents of the disciplinary file, the student is heard by the Dean. An official report is drawn up of this hearing, which is signed by both parties for agreement or disagreement. After the hearing and on the basis of all the documents of the disciplinary file, the Dean will take a reasoned decision within 7 calendar days in which:

- either it is decided not to impose a sanction;

- either it is decided to impose a written reprimand, an alternative sanction or the early termination of internship or workplace learning. This sanction is delivered to the student by registered letter;
- either it is decided to refer the file to the Disciplinary Committee because a heavier sanction is desirable. In this case, the Dean immediately refers the file to the Disciplinary Committee and informs the student concerned immediately by registered letter.

Within 14 calendar days from the day of notification of the decision taken by the Dean, the student may submit a reasoned appeal to the chairman of the Disciplinary Appeals Committee.

2. Sanctions by the Disciplinary Committee: Disciplinary Suspension or Exclusion from Howest

In case the disciplinary file is referred to the Disciplinary Committee, either by the Dean, as stipulated in 1.1, or following a preventive suspension, as stipulated in 'Disciplinary Investigation and Preventive Suspension', the student will be summoned for hearing by the Disciplinary Committee. This registered letter shall state:

- the place, day and hour of the hearing;
- the facts about which the student is being heard;
- the place where the file can be accessed for perusal;
- the fact that possible disciplinary sanctions will be imposed with description of the possible disciplinary sanctions;
- the student's right to be assisted by counsel;
- the right to call witnesses;
- the list of witnesses who may be called by the Disciplinary Committee;
- the right to submit a written defence.

As from the notice to appear before the Disciplinary Committee until 3 calendar days before the hearing, the student has the right to inspect the file for perusal and request a copy of the file.

The student provides a list of witnesses the student wishes to call no later than 3 calendar days before the hearing. The student himself ensures that the witnesses are present. The chairman of the Disciplinary Committee determines the order in which the witnesses are heard.

An official report of the hearing and, where appropriate, of the hearing of witnesses shall be drawn up and signed by the chairman and secretary.

After the hearing(s) in which the student and any witnesses were heard, the Disciplinary Committee will decide on a disciplinary sanction within 10 calendar days by means of a reasoned decision communicated to the student by registered letter. This decision states how an appeal can be lodged.

Article 134. Appeal

Within 14 calendar days from the day of notification of the Disciplinary Committee's decision, the student can submit a reasoned appeal by registered letter to the chairman of the Disciplinary Appeals Committee. The appeal shall be heard by the Disciplinary Appeals Committee within 14 calendar days of receipt of the appeal.

The student will be notified of the date and time of the hearing by registered letter at least 7 calendar days before the hearing. The student has the right to be assisted by a counsel at the hearing.

Within 7 calendar days after the hearing, the Disciplinary Appeals Committee shall make a reasoned decision. This decision is immediately communicated to the student by the chairman by registered letter. This decision shall state how an appeal can be lodged with the Administrative Court.

The chairman shall provide a copy of this decision to the Rector.

2. ICT RULES

Article 135. In General

Every student shall have a laptop, with a legal license of the software necessary according to the study guide/course sheets of the study programme. More information can be found on www.howest.be/laptops

When registering, the student receives an account with corresponding e-mail address. This account provides access to the ICT facilities and the learning platform Leho. This e-mail address is used as an official, electronic communication channel between Howest and the student. All electronic study material is spread via the learning platform Leho.

The computer networks of Howest and the other partner institutions of the Associatie Universiteit Gent (AUGent) are intended for education and research and for activities in support thereof.

The network of Howest and the other partner institutions of AUGent is connected to BELNET, the Belgian research network. There is an Acceptable Use Policy (AUP) that determines what is and what is not allowed on BELNET. This AUP is written out in the document AUP BELNET (Acceptable use of the BELNET access), which can be found on https://www.belnet.be/nl/voorschriften-voor-aanvaardbaar-gebruik-aup-van-belnet-internetdiensten. When one uses the network, one must not only take into account the rules for a correct use of the network of Howest and the other partner institutions of AUGent , but also the AUP of BELNET.

Article 136. Definitions

ICT infrastructure: both the physical devices and the ICT services (including use at home through VPN) are intended.

ICT administrator(s): people responsible for maintenance and well-functioning of the ICT infrastructure.

Article 137. Unauthorized Use

1. The ICT infrastructure cannot be used to acquire, process, spread or save illegal information. This is understood to mean, among others:

1.1 Information that is in breach of the law, especially (but not limited to):
- the legislation on the protection of personal privacy;
- the legislation on copyright and other intellectual rights;
- the legislation on the fight against racism or that is insulting or libellous for others;
- the legislation on protection of public decency.

1.2 Information that damages Howest and the other partner institutions of AUGent, especially (but not limited to):
- information that defiles the image of Howest and the other partner institutions of AUGent, or that can harm them in a moral or economic way;

- information that is confidential or that must be regarded as confidential through its nature.

1.3 Information that is a hindrance to others, especially (but not limited to):
- information that is offensive for others because it conflicts with the general regulations in force;
- sending electronic mail, messages or chain letters to large groups of people.

2. Following actions are explicitly prohibited:

2.1 Installing and/or using software for which one has no license or in a way that is contrary to the license conditions of the respective software. This applies to the devices that are part of the ICT infrastructure or that make a connection with the ICT network of Howest and the other partner institutions of AUGent. Software that is at your disposal via the AUGent and partner institutions cannot be transferred to personal devices without explicit permission from an ICT administrator. Howest and other partner institutions of the AUGent can act autonomously against students of whom they suspect to be using and/or spreading illegal software. The onus of proof of the possession of the respective software license rests with the student.

Installing software on devices that are part of the AUGent and partner institutions, without prior consent from the ICT administrator who is responsible for that respective part of the ICT infrastructure.

2.3 Changing the structure or the configuration of the ICT infrastructure without prior consent from the ICT administrator who is responsible for that respective part of the ICT infrastructure.

Taking actions that are against the law in the frame of the law of November 28, 2000 regarding computer science crime. The following, among others, resort hereunder:
- circumventing internal and external network securities;
- designing and/or installing harmful software on devices that are part of the ICT infrastructure of Howest and of the other partner institutions of AUGent;
- wittingly forcing inappropriate and illegal access to systems for which one is not authorized;
- intercepting information (or attempts to do so) that is not meant for the person intercepting;
- using a false identity on the network.

2.5 Using the ICT infrastructure of Howest and the other partner institutions of AUGent for commercial or political activities.

2.6 Actively locating weaknesses in the security or testing the maximal capacity of any part of the ICT infrastructure of Howest and the other partner institutions of AUGent; In general, deliberately generating extreme loads without functional necessity.

2.7 Changing or passing on to third parties system information, system configuration, application programmes or files if one – due to the nature of their function – is not authorized.

3. Responsibilities of the student

3.1 Keeping the ICT infrastructure that is put at their disposal in good condition, including an active participation in the security of this ICT infrastructure.

3.1.1 When a student believes to be aware of a defective or malfunctioning part of the ICT infrastructure of Howest and the other partner institutions of AUGent, the student shall report this as soon as possible to the ICT administrator in charge of the respective part of the ICT infrastructure. The same goes for when a student discovers a defect in the security of the ICT infrastructure of Howest and the other partner institutions of AUGent. Others cannot be informed of the latter. Taking advantage of these weaknesses is regarded as illegal use.

3.1.2 Not leaving the ICT means put at one's disposal unattended and taking sufficient precautions to maximally prevent theft. When leaving devices on which one is logged in, the student must log out or lock the device in such a way that only the respective student or an ICT administrator can log in onto the device again. This in order to prevent others from adopting their identity.

3.1.3 Always working with an operational recent virus scanner.

3.1.4 Respecting the limits set on the mailbox or file server, whereby the student, on a regular basis, cleans up or archives redundant mails/files.

3.2 In all communication, the student will always clearly mention the name. In addition, the student who disposes of an email address of Howest and the other partner institutions of AUGent, shall use this address to communicate and to regularly check the corresponding mailbox.

3.3 If data are saved on local hard disks, the student personally must take care of the necessary spare copy (backup) and security.

4. User names and passwords

Access to the ICT infrastructure is granted based on a user name and password. Following rules must be complied with:

- the password cannot be too simple to be retrieved and must be changed on a regular basis.
- spreading the password is prohibited. Those who are careless with the password can be held liable for improper use.
- no one can pass the password to third parties and/or let it be used by third parties. It is prohibited to attempt to retrieve passwords from others.

5. Supervision, control and sanctions

The ICT infrastructure of Howest and the other partner institutions of AUGent are controlled to be able to ensure the good working and to detect and prevent improper use. Each partner institution can control autonomously and determine possible sanctions.

Possible sanctions in case of finding an infringement on these rules are:

- a temporary limitation of the access or otherwise to certain parts of the ICT infrastructure;
- temporary or definite ban on using the ICT infrastructure;
- payment of the costs coming from improper use;
- if improper use regards a criminal fact, the parties involved can also be prosecuted for these facts, irrespective of possible claims;
- data of any form (files, e-mails, data carriers, databases ...), which belong to the respective student, can be inspected and seized;
- all other sanctions as stipulated in the regulations of the AUGent and partner institutions.

Article 138. Acceptable Use of the BELNET Access

1. The student agrees to act according to the standards and protocols of the Internet.

2. The student can solely use the BELNET network with strictly legal intentions. All use that violates Belgian or international law is prohibited.

   As a member of category A of ISPA Belgium (Association of the Internet Service Providers), BELNET entirely endorses the «Samenwerkingsprotocol ter bestrijding van ongeoorloofde

handelingen op Internet». If there are suspicions of an illegal action by the student, BELNET will, in the strict frame set out in the law, cooperate with the judicial power to ease the research obligation.

3. It is prohibited to use the services of BELNET for all activities that:
   - enable unauthorized access to the data of a third party;
   - inflict damage to the activities of BELNET or the Internet in general,
   - endanger the use or performance of the internet service for other users;
   - can lead to the waste of means (staff, networks, computer sciences);
   - can lead to the partial or complete destruction of the integrity of the IT data;
   - can affect the privacy of the users;
   - have as goal to send messages over the network, which resort under 'harassing' or 'spam'.

4. The use of BELNET is reserved for public services, education and research purposes. Use for commercial purpose and intensive use for personal purpose are prohibited.

5. The institute is responsible for the delivery of the Internet service to the own students, more particular for the set-up of internal access procedures to BELNET via the local network.

The administration of this local network also resorts under the authority of the institute. In that frame, the student must protect him/herself against attempted break-in by a third party via BELNET.

6. The institute takes the necessary measures to prevent abuse of BELNET by the own students.

To this end, the institute informs them of these regulations of acceptable use.

If the BELNET network is used in a false way, the student will actively and as soon as possible cooperate with BELNET to retrieve the origin of this abuse and to put an end to it.

If the abuse continues, actions will be taken afterwards; which can lead to the suspension of the service to the student. The suspension ends at the moment that the prescribed user regulations are respected again.

Article 139. Acceptable Use of Office365 for Education

1. The student agrees to act according to the standards and protocols of the Internet.

2. The use of Office365 for education is reserved for education and for research purposes. Use for commercial purpose and intensive use for personal purpose are prohibited.

3. Article 114 'Improper use' from the ICT rules completely applies here.

COPYRIGHT, MORAL and PROPERTY RIGHTS

Article 140. Copyright and Property Rights

Each student conscientiously complies with the law of 30 June 1994 on copyright and neighbouring rights. Each student abstains from reproducing material in any way, shape or form without authorization from the author. In this scope, Howest assumes a coordinating role whereby it is explicitly the purpose to monitor and safeguard the rights of the students. In case the student should not respect the regulations, all costs in this respect charged to Howest will be charged to the student, even if the student has already de-enrolled or graduated.

Article 141. Copyrights, Moral Rights and Property Rights of Student Assignments

1. Different types of student assignments

Work field assignments or tasks in the scope of a research project are student assignments that are executed at the request of and by order of a work field partner or a research project. Lecturers and students act by order of the work field partner or the research project. The modalities of these assignments are arranged by the cooperation agreement between Howest and the work field partner or the terms and conditions of the specific research project.

Assignments given by Howest are student assignments initiated by the lecturers and not by order of or at the request of a work field partner or a research project.

2. Moral rights on student assignments

The student at all times enjoys the moral rights to the own results created on the basis of student assignments which have come into being in the scope of the study programme. These rights concern all immaterial interests of the author, such as reputation, integrity and/or the personal connection to the work, the right to publish the work, the right to recognition as author and the right to respect for the work.

In case of work field assignments or tasks in the scope of a research project, the exercise of the moral rights can temporarily be suspended by the integration of secrecy clauses in the cooperation agreement between Howest and the work field partner or in the modalities of the specific research project.

3. Property rights in case of student assignments

3.1 Transfer of property rights

When submitting student assignments, the property rights of the submitted results on the basis of the educational assignments are automatically transferred to Howest.

3.1.1 As a result, the student consents to publically reveal, publish or expose the results, in compliance with the moral rights of the student. Howest hereby guarantees the protection of the integrity/privacy of the student.

3.1.2 In case of work field or research assignments, the property rights of the assignment come under the modalities of the cooperation agreement between Howest and the work field or research partner.

3.1.3 In case of assignments given by Howest the student consents to use the further results of these assignments world-wide and without compensation or limitation in time, in the scope of further education and valorisation activities. Hereby Howest takes a coordinating role, whereby it is explicitly the objective to promote and safeguard the property rights of the students, both during and after the studies. In case of valorisation opportunities, Howest takes an active coordinating role in the valorisation process.

3.2 Restitution of property rights in case of assignments given by Howest

On the basis of the strategic plan, in which entrepreneurship is an important strategic objective, Howest recognises the right of the student to further develop and exploit the own results from the student assignments.

If the student wants to exploit the result of an own assignment, the student shall announce this before the start of the academic year following the academic year in which the assignment was submitted; he will do so in writing and address this document to the programme coordinator.

In case of group work, the other students concerned are also interviewed to determine the share in the results of all persons involved. This is effected in consultation with experts from the study programme and the Algemene Diensten [General Services] of Howest, if the occasion arises, completed by external experts. Here, the study programme department takes a coordinating role.

If so desired, after the transfer modalities have been effected, the student will also be actively guided by Howest to entrepreneurship and in possible cooperation models.

3.3. Further exploitation of assignments given by Howest.

If Howest, upon acquisition of the property rights, transfers these property rights to a third party, Howest commits to contact the student prior to actual commercialization. At that moment, negotiations are started up in order to determine the share in the result of all parties involved, in consultation with experts from the study programme and the General Services of Howest, if the occasion arises, completed by external experts.

INTERNAL AND EXTERNAL APPEAL

Article 142. Appeal

The student can file an appeal against all study progress decisions.

The student, who thinks that their right is violated by an unfavourable
- examination decision;
- examination disciplinary decision;
- decision pertaining to a request for an exemption;
- decision pertaining to the artistic admission test;
- decision pertaining to the imposition of binding conditions or a refusal of enrolment;
- decision pertaining to the composition of the personal learning track;
- decision pertaining to the composition of the threshold package;
- decision pertaining to the deviation of a negative threshold decision;
- decisions regarding the learning account;
- decision pertaining the execution of reasonable accommodations

can file an internal appeal.

Upon depletion of the internal appeal or when no internal appeal decision has been taken in due time, the student can still lodge external appeal with the Raad voor betwistingen inzake studievoortgangsbeslissingen, established by the Flemish Government.

When it concerns a refusal relating to the attribution of the execution of reasonable adjustments, the student can contact the Vlaams Mensenrechteninstituut, an independent public institution.

1. Internal Appeal

The student or their lawyer submits the notice of appeal, containing the objections invoked, by registered and duly signed letter to the Rector, Marksesteenweg 58, 8500 Kortrijk, within the term of seven(7) calendar days starting from the day after the notice to the student of the decision taken. At the same time, the student sends an electronic version of this letter via e-mail to the respective president of the examination board. The date of the postmark shall serve as the date of the appeal.

The internal appeal is treated by the Internal Appeals Committee. The latter is composed of the Rector (president), the Vicerector of education, students and internationalization and at least one staff member of the general services department [Algemene Diensten].
The Internal Appeals Committee can only deliberate validly if two thirds of the members are present. Each member disposes of one vote. In case of equality, the president decides. The commission may decide to invite any person to be heard if they consider their presence to be useful for the treatment of the file. In case of absence of the president or a member, the president appoints a substitute president/member.
The Internal Appeals Committee firstly decides to declare the internal appeal admissible or otherwise, by which the latter either decides to refuse the appeal in a well-founded way or decides to declare the appeal admissible.

After having declared the internal appeal admissible, the Internal Appeals Committee decides if it assesses the objections invoked by the students well-founded or otherwise.

If the Internal Appeals Committee decides that the invoked objections are valid, it either decides to revise the decision fought by the internal appeal in a well-founded way or to send back the file to the body that took the initial decision with the request of revising the decision.
If the Internal Appeals Committee decides that the invoked objections are invalid, it decides to confirm the decision fought by the internal appeal in a well-founded way.
The decision is communicated to the student and – if appropriate – also to his/her legal lawyer within a term of twenty (20) calendar days, starting on the day after the day the appeal was filed.

The student can also file an appeal against the decision of awarding or otherwise of an aptitude certificate based on PAC by the accrediting body of the AUGent. The internal appeal is filed at AUGent; see 'Guide for the candidate' on www.howest.be/EVC.

2. External Appeal

After exhaustion of the internal appeal or following the failure to come to a timely internal appeal decision, the student can still file an appeal with the Council for Disputes on Study Progress Decisions, founded by the Flemish Government. To this end, the student must file a signed and dated request, which includes the objections called upon with the Council for Disputes on Study Progress Decisions within a term of seven (7) calendar days, starting the day after the day on which the decision from the Internal Appeals Committee. In the absence of a timely decision from the Internal Appeals Committee within a period of 20 calendar days, the appeal must be filed with the Council for Disputes on Study Progress Decisions within a period of 7 calendar days after the expiry of this period, unless before the expiry of the period available to the Internal Appeals Committee, this Committee informs the student of the later day on which the decision will be made. In that case, the expiry period of 7 calender days for the appeal to the Council for Disputes on Study Progress Decisions start the day after that date. The student cannot adduce new objections in this procedure, unless the foundation thereof has only been revealed during or just after the internal appeal procedure, unless the objection relates to the way in which the internal appeal was handled or unless the objection concerns the public order.
More information can be found on http://onderwijs.vlaanderen.be/nl/raad.

When it concerns an internal appeal against a refusal relating to a reasonable adjustment, and the internal appeal procedure did not result in a solution for the student, then the student can contact the Vlaams Mensenrechteninstituut. This institute mediates and provides legal assistance, when necessary. More information can be found on https://www.claammensenrechteninstituut.be.

STUDENT SERVICES & FACILITIES

The student services & facilities aim at promoting equal access to and participation of all students in higher education by enhancing the basic conditions when studying. They strive for the latter by offering material and immaterial assistance and services and by removing the factors which might hinder studying.

Article 143. Access to the Student Services & Facilities

The students enrolled at Howest with a diploma or credit contract have within the stipulations of the decree access to the student services & facilities.

The students, who in the framework of international mobility and student exchanges, attend part of their study programme at Howest, but who are not enrolled, have access to the universal student services & facilities connected to Howest.

Article 144. Granting Student Services & Facilities

The granting of student services & facilities in the form of study financing subject to specific conditions and can only be awarded based on an individual social investigation. The day-to-day coordination of the student facilities department decides whether or not this form of student services & facilities are granted.

Article 145. Deontology of the Employee of the Student Services & Facilities Department

The Student Services and Facilities Department applies four basic principles: respect for the individual, the professional ability, the professional responsibility and the duty of discretion. In the framework of the social and psychological services, staff members must observe professional secrecy. The student is entitled to: professional assistance, information, free participation in services and assistance, independency and secrecy.

Article 146. Appeal against Decisions of the Student Services & Facilities Department

Internal appeal can be lodged against the decisions of the day-to-day coordination of the Student Services & Facilities Department.

The student files a written application for revision with statement of reasons, by registered and duly signed letter, with the Vice Rector of Education, Students and Internationalisation, Marksesteenweg 58, 8500 Kortrijk, within the expiration term of 7 calendar days, which starts on the day following the notification of the decision taken to the student. At the same time, the student sends the electronic version of that letter by email to stuvo@howest.be. The date of the postmark shall serve as the date of the appeal.

The internal appeal is treated by the Internal Appeal Committee Student Facilities. It consists of the president, the vice-president and one member of the Stuvo council from the staff delegation.

The Internal Appeal Committee Student Services & Facilities will, upon consultation of all parties involved, autonomously take a decision and communicate it in writing with statement of reasons to all parties involved within a period of 15 calendar days.

DATA PROTECTION

Article 147. Data Protection

Howest respects the privacy of the student and deals with the personal data of the student in accordance with the stipulations the laws on the protection of privacy and the General Regulation Data Protection.

Via iBamaflex each student has perusal to the personal data which Howest stores and can ask correction via the student administration office.

Personal data of graduated students is included in an alumni list for the alumni. This data can be adjusted at any moment via alumni@howest.be.

Personal data is only provided to third parties in some well-defined cases.

All information, rights and obligations can be found in Howest's privacy declaration on www.howest.be/nl/privacy-and-copyrights. The privacy declaration contains the information regarding the legal basis, the way in which one can give or withdraw consent, the right to lodge an objection, etc.

Howest reserves the right to record lessons for educational purposes. At the start of the lessons, the lecturer informs the students about the fact that the lesson is recorded and about the set-up of the cameras. When the students come into the picture, they automatically give permission for recording and sharing as persons portrayed. Students who do not grant permission to do so, must move out of the sight of the cameras to follow the lessons.

For questions or complaints concerning data protection: privacy@howest.be.

FINAL REGULATIONS

Article 148. Final Regulations

All affairs not recorded in this Education and Examination Code and which are of interest to Howest interdepartmentally, are regulated by the Organic regulations of Howest.

If applicable, all affairs not recorded in this Education and Examination Code and which are of interest to study programmes, are regulated by the Supplementary Education and Examination Code of the study programme.