

2026-2027

**Education, Examination and  
Legal Position Regulations for  
Students (EEL Regulations)**



**UHASSELT**

KNOWLEDGE IN ACTION



**Education regulations,  
examination regulations and  
legal position regulations  
for students of  
Hasselt University and tUL**

*Approved by the Board of Governors of Hasselt University, June 2010, July 2011, June 2013 (corrected in October 2013), July 2014, June/July 2015, June 2017, May 2018, May 2019, April, May 2020, June 2021, June 2022, June 2023, June 2024, June 2025 and June 2026*

*Applicable to all Hasselt University/tUL programmes (including postgraduate programmes and micro-credentials)*

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

# **Education regulations, examination regulations and legal position regulations for students of Hasselt University and tUL**

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## Definitions

academic year	A period of one year that starts on 1 September at the earliest and 1 October at the latest and ends on the day before the start of the next academic year. Exceptions to the fixed duration of one year are possible if the university board decides to bring forward or postpone the start of the academic year.
aptitude certificate	Proof in the form of a document or certificate of registration that, on the basis of previously acquired competencies or qualifications, a student has mastered the competencies that are inherent to one of the following: <ul style="list-style-type: none"><li>- associate degree (<i>gegradueerde</i>) level in higher vocational education;</li><li>- Bachelor's level in higher vocational education or academic education;</li><li>- Master's level;</li><li>- a clearly defined programme, programme component or cluster of programme components.</li></ul>
aptitude test	An assessment of a person's competencies, prior to issuing an aptitude certificate.
bridging programme	A programme that a student who wishes to enrol in a Master's programme on the basis of a Bachelor's degree awarded in vocational higher education may be required to take. The purpose of the programme is to impart the general scientific competencies and basic knowledge of the scientific discipline referred to in Article II.141, 3° of the Higher Education Code.
contact moments	Any form of education in which students come into contact with an education team.
credit certificate	A document or other form of record showing that a student has taken an exam and acquired the competencies associated with a programme component. The certificate indicates the number of credits associated with the programme component.
credits	
→ <i>credits taken up</i>	Credits associated with a programme component for which a student has enrolled in a certain academic year.
→ <i>credits acquired</i>	Credits associated with a programme component for which a student has received a credit certificate.
degree	Title of Bachelor, Master or Doctor granted at the end of a programme or after conferral of a doctorate with the award of a diploma.
→ <i>degree type</i>	Additional reference to the completed programme or, in the case of the degree of 'Doctor', to the field of study.
→ <i>degree specification</i>	Addition of the words 'of science', 'of arts' or 'of laws' to a degree.
examination (exam)	An examination is any evaluation of the extent to which a student has acquired the competencies associated with a programme component on the basis of his/her studies.

examiner	An examiner is any person involved in the evaluation of the extent to which a student has acquired the competencies associated with a programme component or parts thereof.
exemption	An exemption is the waiving of the obligation to take an exam for a programme component.
first-time student	A student who, in a given academic year, enrolls with a diploma contract for a vocational or academic Bachelor's programme in Flemish higher education for the first time. A first-time student's legal status applies for the entire academic year.
force majeure	An event that has nothing to do with the requesting party and that could not have been foreseen, prevented or overcome. Examples include: <ul style="list-style-type: none"> <li>- an unforeseen transport strike;</li> <li>- the death during the relevant exam period of a relative by blood or marriage in the first degree (parents or children) or in the second degree (grandparents, grandchildren, brother, sister) or of a person who lives with the student;</li> <li>- legal reasons;</li> <li>- an unforeseen timetable clash between exams. A timetable clash means two or more exams taking place during the same part of the day.</li> </ul>
graduation year	The academic year in which the student has included all programme components in the study programme that are necessary to obtain the underlying diploma. If the student has not included all programme components and credits associated with the programme, he/she cannot be in his/her graduation year.
initial test	Institution-neutral test that the student must take as a condition for first enrolment in certain Bachelor's programmes as stipulated in Art. 1.6 to 1.8 EER. In the context of these regulations or information on the Hasselt University website, the term 'calibration test' may be considered a synonym.
irregularity	An irregularity is considered for the present purposes to be any behaviour and/or use of aids by which a student, in the context of an exam/evaluation, makes or attempts to make it wholly or partly impossible to form a correct assessment of his/her or other students' acquired competencies. <p>Plagiarism, possession of aids whose use during an exam/evaluation has not been permitted in advance in writing/electronically or failure to (correctly) apply specific instructions on the use of aids (such as AI) are also considered to be irregularities.</p>
learning account	The total package of credits that a student may use during his/her study career for enrolment under a diploma contract in an initial Bachelor's or Master's programme or a programme component under a credit contract, and which may change depending on the number of credits for which the student enrolls and which he/she acquires.
Master's thesis	Piece of work that completes a Master's programme. With it, a student demonstrates an analytical and synthetic ability or an

	independent problem-solving ability at academic level or an ability for artistic creation. The piece of work reflects the student's general critically reflective attitude or research attitude.
Master's practical thesis	A Master's thesis in the abridged study programme or consecutive study programme of an educational Master's programme that adds value to classroom and teaching practice.
micro-credential	<p>Proof of the learning outcomes achieved by a student following a small learning volume, ranging in scope from 0.5 to 59 credits. Learning experiences leading to micro-credentials are intended to provide the student with specific knowledge, skills, and competencies that meet societal, personal, cultural, or labor market needs. Micro-credentials can stand alone or be combined into broader credentials.</p> <p>The student who has successfully completed the study program receives a certificate issued by UHasselt/tUL.</p>
plagiarism	Plagiarism is an irregularity that consists of copying or translating the (written, digital, creative, or code) work of others, in an identical or slightly modified form and without proper acknowledgement of the source. Having works created by third parties is also regarded as plagiarism.
postgraduate programme	A postgraduate programme is a training programme that aims to broaden and/or deepen the competencies acquired on completion of a Bachelor's or Master's programme.
preparatory programme	A programme that a student may be required to take who does not have a diploma granting direct admission to the programme in which he/she wishes to enrol. The purpose of the programme is to impart the missing competencies associated with the diploma that grants direct admission. If more than one diploma grants direct admission, the programme covers the common missing competencies.
previously acquired competency	The knowledge, insight, skills and attitudes acquired through learning processes not certified with a study certificate.
previously acquired qualification	Any Belgian or foreign study certificate indicating that a formal learning programme was completed successfully, whether or not within the regular education system, other than a credit certificate gained within the institution and programme/postgraduate programme where the student wishes to have the qualification recognised.
primary enrolment	The lowest enrolment of a student with multiple enrolments of different programme levels within an academic year or the first enrolment of a student with multiple enrolments of the same programme level within an academic year.
programme	A structural unit of educational provision. Its successful completion entitles students to a diploma.
programme characteristics	<p>Profile of a programme, resulting from:</p> <ul style="list-style-type: none"> <li>- the type and/or specification of the degree awarded at the end of the programme, and/or;</li> </ul>

	<ul style="list-style-type: none"> <li>- the study load of the programme/postgraduate programme, and/or institution where the programme is organised;</li> <li>- the specific specialisation within a programme may also be regarded as a programme characteristic.</li> </ul>
programme component	A distinct set of teaching, learning and evaluation activities designed to impart clearly defined competencies in terms of knowledge, insight, skills and attitudes.
risks and safety problems	Any risk that endangers the physical/mental health of the student, a fellow-student, staff members or other third parties (e.g. patients, internship providers, etc.). This includes a serious risk that the student will cause damage to machinery/equipment in the context of the programme at Hasselt University/tUL which would impede the continuity of education or research.
sequentiality	Rules requiring a student to have taken a particular programme component (i.e. to have been enrolled in a previous education period) or programme (i.e. all programme components included in the study programme to date in order to obtain the underlying (Bachelor's) degree) before he/she can take another programme component and the associated exam. In the event of risks or safety problems, as defined in this glossary, the EMT may also stipulate that a student must have passed a programme component or programme before being able to take another programme component and the associated exam. This sequentiality is stated in the credit sheet of the programme component.
sexual harassment	Any form of unwanted verbal, non-verbal or physical conduct with a sexual connotation that has the purpose or effect of attacking a person's dignity or that creates a threatening, hostile, abusive, humiliating or offensive environment.
standard study programme	A study programme with a study load of 54 to 66 credits per year.
student portal	The personal electronic file of a student on the Hasselt University website containing, among other things, all personal data of a student with regard to education. Examples of such data are the number of credits taken up per academic year, the study results achieved per academic year, an overview of all study results achieved, and advice regarding study progress, and decisions related to study progress (such as refusal to re-enrol or the imposition of binding conditions).
study load	The number of credits allocated to a programme component or programme. 1 credit corresponds to between 25 and 30 hours of prescribed education, learning and evaluation activities (including contact moments).
study programme	The way in which a student's course of study is ordered.
study success rate	The ratio between the number of credits acquired and the total number of credits taken in one academic year.
tolerance	An arrangement in the examination regulations of a higher education institution under which a student who has failed to acquire credits does not have to retake the programme component; the arrangement applies to a limited number of credits, and the student may decide which programme components he/she uses the arrangement for.

training programme	The structured unit of educational provision that aims to broaden/deepen the competencies that have already been acquired upon completion of a Bachelor's or Master's programme and that leads to a postgraduate certificate.
tuition fee	The amount to be paid by the student for participation in educational activities and/or exams.
unacceptable behaviour	Any infringement of a person's integrity, including abuse of power, sexual harassment, violence and bullying.
working days	All weekdays (Monday to Friday) with the exception of teaching- and exam-free periods as indicated on the faculty academic calendars.

## Education regulations<sup>1</sup>

### 1. Admission requirements

#### Article 1.1 Knowledge of the Dutch language

*(Higher Education Code Art. II.193)*

1. Only students who have sufficient knowledge of Dutch will be admitted to first enrolment for a programme in which Dutch is the language of instruction. Knowledge of Dutch will be tested; the test may be administered by the university itself or by an institution or organisation recognised for this purpose by the university.
2. The following students are exempt from the examination of sufficient knowledge of Dutch:
  - those who have successfully completed at least one year of Dutch-language secondary education;
  - those who have passed a programme or one or more programme components with a total study load of at least 60 credits in Dutch-language programme components in higher education;
  - those who have passed the admissions examination for doctors or dentists organised by the Flemish government;
  - those who have passed the Dutch NT2 programme II state examination, organised by the Dutch College voor Toetsen en Examens;
  - those who have obtained the Certificaat Nederlands als Vreemde Taal (CNaVT) – 'Educatief Startbekwaam (STRT)' (up to 2014: the Profiel taalvaardigheid hoger onderwijs (PTHO)), awarded by the Taalunie;
  - those who have obtained the Interuniversitaire Taaltest Nederlands voor Anderstaligen (ITNA – ERK B2), awarded by the Universitair Centrum voor Talenonderwijs (UCT Ghent), Linguapolis (UA), the Instituut voor levende talen (KU Leuven) or the Academisch Centrum voor taalonderwijs (ACTo, VUB).
3. In derogation from paragraphs 1 and 2 of this article, students who wish to enrol under a diploma contract in an educational Master's programme must have knowledge of the Dutch language to CEFR level C1 before the start of the programme.

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<sup>1</sup> To make these education, examination and legal positions regulations easier to read, reference is made to 'students' and 'the student'. Hasselt University/tUL uses this term to refer to any person regardless of gender, gender identity or gender expression.

The following students are exempt from the examination of sufficient knowledge of Dutch:

- those who have passed a programme or one or more programme components with a total study load of at least 60 credits in Dutch-language programme components in higher education;
- those who have obtained the Certificaat Nederlands als Vreemde Taal (CNAvT) – 'Educatief Professioneel (EDUP) – C1', awarded by the Taalunie;
- those who have obtained the Interuniversitaire Taaltest Nederlands voor Anderstaligen (ITNA – ERK C1), awarded by the Universitair Centrum voor Talenonderwijs (UCT UGent), Linguapolis (UA), the Instituut voor levende talen (KU Leuven) or the Academisch Centrum voor taalonderwijs (ACTo, VUB).

### **Article 1.2 Knowledge of a language other than Dutch**

*(Higher Education Code Art. II.194)*

1. If a programme is offered in a language other than Dutch, admission to the first enrolment for this programme is subject to a test of sufficient knowledge of the language of instruction used.

### **Article 1.3 Insufficient balance on learning account**

1. Students who have a learning account with a balance less than or equal to zero may not enrol for a programme or programme components at Hasselt University/tUL, regardless of the contract type with which the student wishes to enrol.

In exceptional circumstances, the student may be admitted on the basis of an application.

If the student has lost credit on his/her learning account due to force majeure, the application must at least contain a decision by the Study Progress Disputes Board regarding the restoration of his/her learning account credit.

The student will address his/her reasoned request to the academic advisor. Subsequently, the vice rector for education will decide whether or not the student may be admitted.

2. Students who have a positive but insufficient learning account balance for the programme in they wish to enrol may enrol for no more than the number of credits corresponding to their learning account balance.

Exceptions to this are possible in a number of cases:

- a student has an insufficient learning account balance to take at least one programme component;
- a student wishes to increase his/her enrolment by a small number of credits with a view to retaining the right to child benefit;
- a student in a graduation year wishes to enrol for the remaining credits with a view to obtaining his/her degree.

The student will address a reasoned request to the academic advisor for this purpose. The director of Education Coordination and Student Affairs will then decide on the maximum number of credits for which the student may enrol.

3. A student with a learning account balance less than or equal to zero may not be refused for an initial Master's programme if he/she meets the admission requirements and has not previously obtained a Master's degree.

A student with a learning account balance less than or equal to zero may not be refused for enrolment in an educational Master's programme if he/she already has a Master's degree.

4. Students who were in a situation of force majeure that prevented them from participating in exams/evaluations on the programme components for which they were enrolled, and who are no longer able to use an exam opportunity in the academic year in question, may submit a request

for a refund of learning account credit to the Study Progress Disputes Board. The request must be submitted within a period of no more than three years starting on 1 September of the academic year to which the request relates. More information about the procedure can be found at: <https://www.dbric.be/raad-voor-betwistingen-inzake-studievoortgangsbeslissingen>.

#### **Article 1.4 General admission requirements for Bachelor's programmes**

*(Higher Education Code Art. II.178)*

1. The general admission requirement for enrolment in a Bachelor's programme is that the student must hold one of the following diplomas/study certificates:
  - a. a diploma of secondary education, awarded by a secondary school or by the Examination Board of the Flemish Community up to and including the 2024-2025 school year;
  - b. a secondary education diploma, educational qualification level 4, awarded from the 2024-2025 school year;
  - c. a diploma of secondary education awarded by an adult education centre up to and including the 2026-2027 school year;
  - d. a higher education diploma, short cycle, with complete curriculum;
  - e. a diploma of adult higher education, with the exception of the Getuigschrift Pedagogische Bekwaamheid (Certificate of Teaching Aptitude);
  - f. a diploma or certificate awarded in the context of higher vocational education;
  - g. a Bachelor's or Master's degree;
  - h. any study certificate recognised as equivalent to one of the above-mentioned diplomas, pursuant to any legal norm, European guideline or any other international agreement.

The requirements must be satisfied at the time of enrolment.

2. The director of Education Coordination and Student Affairs may admit persons who have obtained a diploma or certificate that is not recognised as equivalent as stipulated in paragraph 1, g. This is only possible on the condition that this document grants access to a Bachelor's programme in the country where it was awarded that is comparable to a Flemish Bachelor's programme (an authenticity check of the diplomas or certificates concerned must take place, insofar as measures have been issued by the Flemish government).

#### **Article 1.5 Special admission requirements for Bachelor's programmes: admissions committee**

1. Anyone who does not satisfy the general admission requirements in Art. 1.4 EER and has reached or will reach the age of 21 on 31 December of the academic year of the intended enrolment may be admitted to a Bachelor's programme on the basis of an admission investigation conducted by the admissions committee at association level.
2. These prospective students will address their request to the student administration of Hasselt University. Hasselt University will investigate, on behalf of the association, whether the candidate may be admitted to the Deviating Admission Procedure.
3. There will be at least two periods per year for processing requests for admission on the basis of deviating admission requirements. The candidate's registration must take place according to the procedure and deadlines as described on the website of the AUHL ([www.auhl.be](http://www.auhl.be)). Candidates may only participate once in an admission investigation with a view to enrolment in a specific academic year.
4. The admissions committee will be composed at association level, carry out the admission investigation and make a decision.
5. Candidates who pass the admission investigation will receive an admission certificate. In principle, the certificate of admission is valid indefinitely. However, if the certificate of admission is more than five years old, Hasselt University reserves the right to require the candidate to have it updated. Admission granted after the Deviating Admission Procedure is a general, non-programme-specific admission to higher education.

6. No fee will be charged for participation in the admission investigation.
7. A prospective student who has obtained diplomas abroad that may qualify to be considered as equivalent, but who for humanitarian reasons (being a refugee or asylum-seeker) finds it impossible to present the diplomas obtained, may prove by any legal means that he/she has the required diploma. If it proves impossible to produce conclusive evidence, the institution will refer the candidate, regardless of age, to the Deviating Admission Procedure.

#### **Article 1.6 Special admission requirements for Bachelor's programmes: initial test**

1. The Flemish government will determine by Decree the programmes for which enrolment is made dependent on mandatory participation in an initial test. Hasselt University/tUL will communicate information about these mandatory initial tests on its website and in Art. 1.7 and 1.8 EER.

#### **Article 1.7 Special admission requirements for Bachelor's programmes: Medicine**

1. For enrolment in a Bachelor's programme in the field of Medicine, in addition to the general admission requirement, a favourable ranking based on the 'admissions examination for doctors', as organised by the Flemish Community, will apply as an additional admission requirement.

#### **Article 1.8 Special admission requirements for Bachelor's programmes: Engineering Technology, Mathematics, Physics, Biomedical Sciences, Chemistry and Biology**

1. For first enrolment in the Bachelor's programmes in Engineering Technology, Mathematics, Physics, Biomedical Sciences, Chemistry and Biology in addition to the general admission requirements, prior participation in a non-binding initial test (calibration test), as determined by the Higher Education Code (Art. II.188/1), is mandatory. Participation in the initial test will be free of charge.
2. Hasselt University/tUL has drawn up cross-institutional regulations together with the other universities. These regulations determine, among other things:
  - 1° the pass mark or pass marks for the initial tests per test;
  - 2° the conditions under which and manner in which a student or group of students may be exempted from mandatory participation in an initial test;
  - 3° the cases in which remediation is mandatory;
  - 4° the administration arrangements for the initial tests;
  - 5° agreements on the granting of reasonable adjustments to participation in an initial test for students with disabilities.These cross-institutional regulations may be consulted on the Hasselt University website: see <https://www.uhasselt.be/nl/info-voor/studenten/lessen-en-examens/regelgeving-studenten#anch-a29-specifiek-reglement-starttoetsen>.
3. The initial test referred to in paragraph 1 of this article will be organised prior to each new academic year, in the absence of a justified exemption. After taking the initial test, the participants will receive a certificate of participation, which the student will submit as proof. The validity period of the certificate of participation is included in the cross-institutional regulations.
4. In the organisation of an initial test, reasonable adjustments will be made for students with disabilities as referred to in Article II.221, §2, second paragraph. The request will be made via [www.ijkinstoets.be](http://www.ijkinstoets.be) at the time of enrolment.
5. The examination committee of the programmes for which a mandatory initial test applies will impose mandatory remediation measures on students who fail to achieve the pass mark for the non-binding initial test. Mandatory remediation measures may also be imposed on students who:
  - 1° are exempt from participation in an initial test;

- 2° have participated in an initial test other than that which corresponds to the programme for which the student wishes to enrol;
- 3° have not taken the initial test but are still allowed to enrol in the relevant programme.

Hasselt University/tUL will arrange these remedial measures prior to the start of the academic year, and will also arrange remedial measures that may be taken on an intra- or extracurricular basis during the academic year. Hasselt University/tUL will determine the scope and content of the mandatory remediation at its own discretion. The study load of the mandatory remediation may not exceed six credits. Hasselt University/tUL will not charge any extra fees for the mandatory remediation, with the exception of a tuition fee and fees for the usual course material.

- 6. The arrangements for appealing against the results of an initial test, failure to obtain an exemption from participation in the initial test, and failure to obtain reasonable adjustments when participating in an initial test are set out in the cross-institutional regulations. There is no appeal against the imposition of mandatory remediation.

### **Article 1.9 General admission requirements for Master's programmes: degree obtained in the Flemish community**

- 1. The examination committee of a Master's programme may carry out an admission investigation.

#### Academic Bachelor's and Master's programmes

- 2. Direct access to a specific initial Master's programme will be granted to graduates from Flemish academic Bachelor's programmes with specific programme characteristics.  
A preparatory programme may be organised for graduates from (certain) other Flemish academic Bachelor's programmes. (*Higher Education Code Art. II.182*)
- 3. The following information will be given in the study guide for each Master's programme:
  - the academic Bachelor's and/or Master's programmes that give direct access;
  - if applicable, the preparatory programmes for common transitions.
- 4. A student may enrol simultaneously for a preparatory programme and for the associated Master's programme (under the conditions set by the examination committee).  
However, the obtaining of the diploma of the subsequent Master's programme is subject to the successful completion of the preparatory programme.

#### Vocational Bachelor's programmes

- 5. For graduates from a Bachelor's programme in Flemish higher vocational education, the obtaining of a diploma of an initial Master's programme is subject to the successful completion of a bridging programme with a study load of at least 45 and at most 90 credits (*Higher Education Code Art. II.183*).
- 6. Prior to enrolment, the examination committee of the relevant Master's programme may set an aptitude test. On the basis of previously acquired qualifications or the results of the aptitude test, the minimum study load of a bridging programme may be individually determined or may be set at less than 45 credits, or the student may be exempted from the obligation to take a bridging programme (*Higher Education Code Art. II.183*).
- 7. The study guide will indicate which bridging programmes are offered for each Master's programme.
- 8. A student may enrol simultaneously for a bridging programme and for the associated Master's programme (under the conditions set by the examination committee).

#### Simultaneous enrolment for the Bachelor's programme

- 9. A student who is not yet in possession of a (Flemish) Bachelor's degree that grants direct or indirect admission to a Master's programme may, under the conditions determined by the

examination committee of the Master's programme in question, enrol for the said Master's programme and/or the preceding preparatory or bridging programme (*Higher Education Code Art. II.198*).

10. Students who have not yet obtained their vocational Bachelor's degree may only enrol for programme components from a bridging programme or a Bachelor's programme with reduced study load (abridged Bachelor's programme) if they are less than 30 credits away from obtaining their degree in this vocational Bachelor's programme. Such students will address a request to this effect to the academic advisor of the programme. The chair of the examination committee will decide on the request.

#### **Article 1.10 Special admission requirements for Master's programmes: degree obtained outside the Flemish community**

1. Anyone in possession of a degree issued outside the Flemish Community may be exempted from the prior education requirements after the admission investigation referred to in paragraph 3, insofar as:
  - the degree obtained and the specific educational profile of the student are of a sufficient level;
  - the authenticity check of the diplomas or certificates concerned is satisfied, insofar as measures have been issued by the Flemish government; the provisions and principles of the Lisbon Convention of the Council of Europe and UNESCO on the Recognition of Qualifications concerning Higher Education in the European Region must be complied with in this context, insofar as the country of origin has ratified the Convention (*Higher Education Code Art. II.192*).
2. Persons who are no longer able to present their study certificate may be admitted to the subsequent programme for humanitarian reasons after an admission investigation.
3. The admission investigation referred to in paragraphs 1 and 2 will be programme-specific and will be carried out by the examination committee of the programme concerned, which may be assisted by internal or external experts. The admission investigation will check whether the candidate's knowledge, understanding and skills satisfy the entry requirements for the programme. The admission investigation may lead to the organisation of an admission test.

Where appropriate, admission to enrolment may be made conditional on the successful completion of a preparatory programme specifically designed for this purpose.
4. The request for admission will be submitted within the periods stated on the website.

The admitted candidate will receive written proof of the decision to admit him/her to a specific Master's programme. A copy of the decision will be sent to the student administration and included in the student's file.

#### **Article 1.11 Admission requirements for individual programme components**

1. Both students who meet the admission requirements stated in Art. 1.4, 1.9 and 1.10 EER and students who do not meet these admission requirements may enrol for individual programme components under a credit contract or an exam contract (with a view to obtaining a credit certificate for one or more programme components), provided that an investigation shows that the person concerned has the ability to take the programme component or programme components properly; factors such as initial competencies and language may be decisive in this context. The request for admission to individual programme components will be submitted via the academic advisor to the chair of the examination committee. The investigation will be carried out by the examination committee bureau (*Higher Education Code Art. II.191*). For programme components belonging to more than one programme, the relevant chairs will make arrangements.

#### **2. Enrolment**

## Article 2.1 Enrolment

1. A student may enrol insofar as he/she satisfies the admission requirements set out in decrees and in Art. 1.1-1.12 EER.
2. The student may enrol for:
  - one or more programmes/ lifelong learning activities at the same time, and/or
  - one or more programme components belonging to one or more programmes/postgraduate programmes, and/or
  - a bridging or preparatory programme. (*Higher Education Code Art. II.196*)
3. Enrolment for a programme will take place before the start of the academic year. The enrolment periods for postgraduate programmes will be displayed on the website of the relevant programme.

For late enrolment, a formal request must be made via the academic advisor to the chair of the examination committee, who will decide whether the student may still enrol on the programme and under what conditions (for example, not being allowed to include programme components from the first education period in the academic programme).

Prospective students will enrol according to the enrolment procedures indicated on the website.

4. Enrolment for one or more programme components by way of diploma contract/credit contract will take place before the educational activities for the programme components concerned start. Enrolment for individual programme components under an exam contract will take place no later than two weeks before the start of the first exam opportunity period concerned.
5. If, after validly deregistering from a specific programme component in accordance with Art. 3.4 EER, the student wishes to enrol again for the programme component in question in the same current academic year, this will only be possible with the approval of the relevant examination committee. The student will address a reasoned request to this effect via the academic advisor to the chair of the examination committee.

## Article 2.2 First enrolment in a Bachelor's programme

1. A student who enrolls for the first time in a Bachelor's programme at Hasselt University/tUL will enrol for the full standard academic programme of the first Bachelor's year as determined in the study guide.

This requirement does not apply to:

- a. a student who has obtained an individualised academic programme on the basis of his/her file;
- b. a student in special circumstances in accordance with Art. 4.6 EER;
- c. a student who has already obtained a Bachelor's or Master's degree or a degree that is recognised as equivalent.

## Article 2.3 Tuition fees

1. The Board of Governors will annually take note of the set tuition fees for Hasselt University programmes as determined by the Higher Education Code and annually determine the tuition fees for the tUL programmes on the Hasselt University campus. In addition, the Board of Governors will determine the payment arrangements for the tuition fees for Hasselt University programmes and tUL programmes at Hasselt University. More details can be found on the website: see <https://www.uhasselt.be/en/study/application-and-admission/tuition-fees>.
2. The arrangements for the payment and refunding of tuition fees for programmes following an increase or decrease in the number of credits within a study contract as stipulated in Art. 3.3 to 3.6 EER will be decided annually by the Board of Governors. More information about this can be found on the website: see <https://www.uhasselt.be/en/info-for/current-students/your-academic-programme/composing-and-or-altering-your-academic-programme>.

## **Article 2.4 Study progress: refusal of (re)enrolment**

1. If a student fails to satisfy a binding condition imposed by an examination committee of Hasselt University/tUL in accordance with Art. 2.5 EER, the competent examination committee may refuse the student's enrolment in a subsequent academic year. If the binding conditions relate to specific programme components, the refusal applies to the programmes in which these components are to be included. The examination committee may make an exception to the refusal of the student if he/she can demonstrate force majeure or special individual circumstances.
2. If it is clear from information in the student file that a subsequent enrolment in higher education will not yield a positive outcome, the competent examination committee has the right to refuse the student's enrolment.
3. A student who, during his/her previous enrolment at Hasselt University/tUL or another Flemish higher education institution, obtained less than 30% of the credits taken up in that academic year (calculated over all his/her study contracts in that academic year), may not (re)enrol in the same programme(s) at Hasselt University/tUL. This rule does not apply to students whose study contract at Hasselt University/tUL relates exclusively to the graduation year of a Master's programme.

### Reconsideration

In exceptional cases (for example in the event of proven force majeure) a student may be permitted to (re)enrol in the programme on the basis of a reasoned request submitted via the academic advisor, addressed to the chair of the examination committee. The student will submit this reconsideration request within a period of seven calendar days starting from the day after notification of the refusal decision. Subsequently, the chair of the examination committee will decide whether or not the student may be admitted.

4. A student who has not obtained a credit and/or tolerable fail grade for all programme components taken of the first year of the Bachelor's programme after two enrolments (under any contract type), or is unable to invoke the tolerance rule for his/her fail grade as set out in Art. 16.4 and 16.5 EER, will be refused any subsequent enrolment in this programme.

This provision will continue to apply if a student has replaced an optional programme component with another optional programme component on his/her second enrolment. This provision will not apply if a student changes his/her specialisation.

### Reconsideration

In exceptional cases (for example in the event of proven force majeure) a student may be permitted to (re)enrol in the programme on the basis of a reasoned request submitted via the academic advisor, addressed to the chair of the examination committee. The student will submit this reconsideration request within a period of seven calendar days starting from the day after notification of the refusal decision. Subsequently, the chair of the examination committee will decide whether or not the student may be admitted.

This rule will be applied for the first time for refusals of re-enrolments for academic year 2025-2026.

5. A student who has not obtained any credits after two enrolments (under any contract type) for a programme component and does not fall within the scope of paragraph 4 of this article will be refused a subsequent enrolment for the programmes in which this programme component should be included, unless:
  - the student has achieved a fail grade for which he/she invokes the tolerance rule as set out in Art. 16.4, 16.5 and 16.6 EER;

- in the academic year of the second enrolment for the programme component concerned, the student has achieved a study outcome of at least 70%, calculated on the credits taken up from all his/her study contracts at Hasselt University/tUL in that academic year;
- the student was in a situation of force majeure. The student must in this case submit the necessary supporting documents and address a reasoned request via the academic advisor to the chair of the examination committee.
- the student can plead special individual circumstances. The examination committee will take account in its decision of the studies already completed and the chances of successfully completing the programme. The student must in this case submit the necessary supporting documents and address a reasoned request via the academic advisor to the chair of the examination committee.

In the event of curriculum changes under which the programme component that gave rise to the refusal has been discontinued and has not been replaced by programme components with comparable learning objectives, the student may submit a reasoned request to the examination committee for the refusal to be cancelled. If the programme component is replaced by another programme component or components with comparable learning objectives, the refusal also applies to this programme component or these programme components and any programmes in which it must be included.

6. A student who has failed to obtain any credits after three enrolments (under any contract type) for a programme component will be refused a subsequent enrolment for the programmes in which this programme component must be included, unless:

- the student has achieved a fail grade for which he/she invokes the tolerance rule as set out in Art. 16.4, 16.5 and 16.6 of the EER;
- the student was in a situation of force majeure. The student must in this case submit the necessary supporting documents and address a reasoned request via the academic advisor to the chair of the examination committee.
- the student can plead special individual circumstances. The examination committee will take into account in its decision whether a student may re-enroll due to special individual circumstances what part of the study programme is already completed and the chances of successfully completing the programme. The student must in this case submit the necessary supporting documents and address a reasoned request via the academic advisor to the chair of the examination committee.

In the event of curriculum changes under which the programme component that gave rise to the refusal has been discontinued and has not been replaced by programme components with comparable learning objectives, the student may submit a reasoned request via the academic advisor to the examination committee for the refusal to be cancelled. If the programme component is replaced by another programme component or components with comparable learning objectives, the refusal also applies to this programme component or these programme components and any programmes in which it must be included.

7. If a student is refused (re)enrolment by a Flemish university in a programme that Hasselt University/tUL offers jointly (or in collaboration) with this Flemish university, the student will also be refused enrolment in this joint programme at Hasselt University/tUL.
8. A student whose enrolment in a certain programme has been refused in accordance with paragraph 4 of this article may re-enrol in the same programme if he/she has obtained a degree of higher education after the refusal of enrolment or after a waiting period of six academic years. This rule will be applied for the first time for refusals of re-enrolments for academic year 2025-2026. For the other measures in this article, a refusal will apply for two academic years.

## **Article 2.5 Study progress: binding conditions**

*(Higher Education Code Art. II.246)*

1. The examination committee may attach binding conditions to the (re)enrolment of the student in the following circumstances:
  - 1° if a student has not taken part in his/her mandatory remediation measures;

2° if, after one academic year at a higher education institution, a student enrolled under a diploma contract has not acquired at least 60% of the credits that the student has taken up in that academic year (calculated across all study contracts in that academic year);

3° by way of derogation from the rules set out in Art. 2.4, paragraphs 5 and 6: if a student has not obtained a credit certificate or deliberation grade after four/six exam opportunities or has not invoked the tolerance rule for a programme component for which two exam opportunities are provided per academic year, or after two/three exam opportunities for a programme component for which one exam opportunity is provided per academic year, and is nonetheless allowed to re-enrol, the institution may attach binding conditions to a new enrolment in the same programme at the same institution.

4° in the event of a deviation from refusal due to failure to meet binding conditions as determined in art. 2.4, paragraph 1 EELR, if the student is nevertheless allowed to re-enrol, the institution may impose binding conditions.

2. The examination committee may make an exception to the imposition of a binding condition if a student can demonstrate force majeure or special individual circumstances.

### **Article 2.6 Second enrolment for the same programme after obtaining a degree**

1. With regard to a second enrolment for a Bachelor's or Master's programme of which the student has already obtained the degree, the condition applies that the student must still take programme components for a study load of at least 30 credits (*Higher Education Code Art. II.244*). This condition does not apply to a student who already has an educational Master's degree and who wishes to take this educational Master's programme in order to learn additional subject didactics.

## **3. Contracts**

### **Article 3.1 Entry agreement and type of contract**

1. When enrolling at Hasselt University, the student will conclude an entry agreement. The entry agreement may be unilaterally dissolved by Hasselt University if a student has not paid the tuition fee due within the period stated in the second reminder. However, this does not release the student from the obligation to pay the tuition fee due. The student may unilaterally terminate the entry agreement with the university at any time by deregistering; however, he/she will lose the tuition fee and balance on the learning account.

2. The student may choose between the following contract types (*Higher Education Code Art. II.199*):

- A diploma contract is entered into with a view to obtaining a degree or diploma for a programme, or for a bridging or preparatory programme, or a postgraduate certificate.

- A credit contract is entered into with a view to obtaining a credit certificate for one or more programme components.

The enrolment in the form of a credit contract may be made dependent on sequentiality conditions.

- An exam contract is entered into under the conditions set by the university administration for taking exams with a view to obtaining:

- a degree or diploma of a programme, or
- a credit certificate for one or more programme components.

3. Certain programme components may be excluded from an exam contract due to their nature. The faculty board will decide on the exclusion after advice from the relevant EMT and the coordinating lecturer. Excluded programme components will be listed in the study guide.

4. When enrolling under an exam contract, the student is in principle not entitled to participate in educational activities or to use educational support facilities.

### **Article 3.2 Information included in contracts**

*(Higher Education Code Art. II.201)*

#### 1. Information included in the diploma contract:

- the diploma that the student wants to obtain and the objectives of the study programme;
- the study load of the programme/postgraduate programme;
- the programme components that must or may be included in the academic programme and the study load and sequentiality of these programme components;
- the time period to which the enrolment relates;
- the conditions for obtaining a credit certificate per programme component;
- where applicable, the study load reduction obtained as a result of an exemption(s);
- the number of exam opportunities per programme component;
- the evaluation and deliberation rules;
- where applicable, the binding conditions regarding study progress.

#### 2. Information included in the credit contract:

- the programme component(s) for which the student is enrolling;
- the study load per programme component;
- where applicable, the admission requirements for enrolment in the relevant programme component;
- the time period to which the enrolment relates;
- the conditions for obtaining a credit certificate per programme component;
- where applicable, the study load reduction obtained as a result of an exemption(s);
- the number of exam opportunities;
- the evaluation rules;
- the binding conditions regarding study progress.

#### 3. Information included in the exam contract:

For students with an exam contract, the rules stated in paragraph 1 of this article apply if a student enrolls with a view to obtaining a diploma, and the rules stated in paragraph 2 of this article apply if the student enrolls with a view to obtaining a credit certificate for one or more programme components.

### **Article 3.3 Modification of contract content**

#### 1. A student may ask to modify the content of his/her contract. The modification may relate to:

- switching from a standard academic programme to an individual one;
- a change in the composition of the package of programme components.

#### 2. If the student wishes to include other or additional programme components within his/her contract, he/she must submit a reasoned request via the academic advisor to the chair of the examination committee, who will then decide. This request must be made before the start of the educational activities of the programme component or programme components concerned.

#### 3. A student may change specialisation within a programme in the course of the academic year. The student will address a reasoned request for this purpose to the chair of the examination committee. The student will submit this request to the academic advisor of his/her programme.

#### 4. The change in the number of credits taken up will be processed in the student's individual learning account.

Deregistration for programme components by students under a credit contract may not change the number of credits taken up (*Higher Education Code Art. III.4*).

### **Article 3.4 Deregistration from a programme component**

1. Students may deregister from programme components in the standard academic programme of the first Bachelor's year that start in the first education period (quartile 1) no later than seven calendar days before the start of the exam period concerned, as determined in the programme's academic calendar.
2. Deregistration for programme components is possible up to halfway through the education period in which the programme component is taught. Deregistration for a programme component spread over all education periods in an academic year is possible until 15 December.

If a programme component is spread over several education periods, but not over all education periods of the academic year, deregistration may take place up to halfway through the first education period in which the programme component is taught. The deregistration date per education period is determined annually in the faculty academic calendars.

3. A student can only validly deregister for a course unit via the student portal, within the terms stated in paragraphs 1 and 2.
4. Deregistration is not possible for course units for which a student did not pass/could not use tolerance in the previous academic year and which he is obliged to take in accordance with art. 4.4 EELR, except in the event of force majeure or special individual circumstances. In the event of force majeure or special individual circumstances, the student must submit a motivated request via the academic supervisor, addressed to the chair of the examination committee.

### **Article 3.5 Change of contract type**

1. If the student wishes to change his/her contract type in the course of the academic year (*Higher Education Code Art. II.202*), he/she will address a reasoned request for this purpose via the academic advisor to the chair of the examination committee, who will then decide.

A student may no longer change contract type for a programme component if an exam opportunity has already taken place for the programme component concerned.

2. In certain cases, a contract change has financial consequences; more details can be found on the website. The student's learning account balance may also be affected by a contract change and will be adjusted if necessary.

### **Article 3.6 Change of programme within the institution**

1. A student may change programme in the course of the academic year. The student will address a request for this purpose to the chair of the examination committee of the new programme. He/she will submit this request to the academic advisor of the new programme. A change of programme requires a new contract to be entered into.
2. If a student changes programme in the course of the academic year, the number of credits taken up will be added back to the individual learning account for programme components for which the deregistration period has not yet expired (Art. 3.4 EELR).

A student may never recover learning account credit for programme components for which he/she has taken and failed the exam.

### **Article 3.7 Combining contracts**

1. A student may not simultaneously combine a diploma contract, exam contract and/or credit contract for the same programme component within an academic year within one programme or postgraduate programme.

It is not possible to enrol more than once per academic year for the same programme component belonging to two different programmes or postgraduate programmes.

2. A student may not combine a diploma contract and an exam contract with a view to obtaining a diploma for programme components in the same programme in an academic year.

If a student wishes to combine an exam contract with a view to obtaining a credit and a diploma contract for the same programme, the exam results for the programme components obtained via the exam contract with a view to obtaining a credit in a subsequent academic year will be included as an exemption in the diploma contract.

#### **4. Academic programme: composition and conditions**

##### **Article 4.1 Academic programmes**

1. The academic programme will be established in the study contracts mentioned above. The academic programme determines the arrangements regarding study load, deliberation and study progress monitoring:

- in the form of a standard academic programme for a group of students;
- in the form of an individualised academic programme for a specific student.

A special academic programme for working students has been provided for a number of programmes.

A student is responsible for requesting his/her initial academic programme before 1 October of the relevant academic year. If a student submits his/her request after this date, the chair of the examination committee may attach consequences to this (such as not being able to take certain programme components that have already advanced too far).

Students who have not yet requested an initial academic programme two months after their enrolment will be deregistered by the student administration.

2. An individualised academic programme arises when a student deviates from a standard academic programme. An individualised academic programme may be assigned, for example:
  - a. to students who have fallen behind in their studies (compared to the standard academic programme) within a standard academic programme;
  - b. to students with exemptions;
  - c. to students who can invoke medical, social or societal factors (e.g. working students, top athletes);
  - d. as part of transitional arrangements in connection with curriculum changes.

##### **Article 4.2 Composition of the annual programme for individual students**

1. Depending on his/her contract type and academic programme, the student will compose his/her annual programme in accordance with the general rules described in these education and examination regulations and in accordance with the specific rules that apply to the programme/postgraduate programme and/or programme components thereof of his/her choice, as described in the study guide.
2. In the case of an individualised academic programme, the student will submit the annual programme for approval to the chair of the examination committee via the academic advisor of his/her programme (see Art. 4.6 EELR on the granting of facilities).

### **Article 4.3 Minimum and maximum credits to be taken**

1. Subject to Art. 1.3 EELR, every student has the right to take at least 45 credits in his/her programme, unless sequentiality rules do not allow this.
2. A student may take up a maximum of 72 credits per academic year (calculated on the basis of the sum of all study contracts in an academic year at Hasselt University/tUL), unless sequentiality rules do not allow this, and subject to the rules concerning the learning account. In exceptional cases in accordance with Art. 14.5, paragraph 4 EELR, the examination committee may allow a student to take more credits. The student will address a reasoned request for this purpose to the chair of the examination committee via the academic advisor.

If a student wishes to take programme components for more than 72 credits from two or more different programmes in one academic year, he/she must address a reasoned request to this effect via the academic advisor to the chair of the examination committee of the programme in which he/she wishes to make his/her primary enrolment. The chair of the examination committee of the programme in which the student makes his/her primary enrolment will decide after consultation with the chair(s) of the other examination committee(s) involved.

### **Article 4.4 Mandatory re-enrolment/exam for programme components if not passed or subject to tolerance**

1. A student who fails to achieve a pass for all of the credits he/she has taken, or who cannot invoke the tolerance rule for the failed programme components, will enrol at least once again in his/her programme at the next enrolment and take exams for the programme components:
  - for which the student has not obtained a credit certificate;
  - for which the student did not obtain a credit certificate and which are not eligible for tolerance;
  - for which the student has not used a tolerance grade;
  - for which the student has obtained tolerable fail grades with a view to satisfying the tolerance rules:
    - regarding the number of fail grades;
    - regarding the number of credits with regard to the tolerable fail grades;
    - regarding the weighted percentage.
2. If one of these programme components is an optional programme component, the student may opt for a replacement optional programme component (see also Art. 4.5 and 12.4 EELR).
3. If the programme component described above is not offered in the next academic year, the exam must be taken in the first academic year in which the programme component is offered again (in a graduation phase, an appropriate measure may be taken by the chair of the examination committee).
4. Analogous rules apply to bridging and preparatory programmes.
5. Exceptions may be made to the requirement mentioned in the first paragraph if a student can demonstrate force majeure or special individual circumstances. The student will submit a reasoned request to this effect via the academic advisor, addressed to the chair of the examination committee.

### **Article 4.5 Use of tolerance by students**

1. If a student uses tolerance in the next academic year in accordance with the rules described in Art. 16.4 EELR and does not re-enrol for the programme components for which he/she obtained a tolerable fail grade (8 or 9), this decision is final and the tolerable fail grade in question will be retained for the rest of his/her study career.
2. If a student enrolls in the next academic year for a programme component for which he/she obtained a tolerable fail grade (8 or 9), he/she definitively waives the possibility of using

tolerance for this grade and must achieve a new exam result for the programme component in question to be able to pass/use a tolerance the relevant deliberation package.

3. If, after using tolerances at Hasselt University/tUL, a student enrolls at another Flemish higher education institution, and then re-enrolls at Hasselt University/tUL, the tolerable fail grades that the student used during a previous enrolment at Hasselt University/tUL will lapse.
4. In exceptional cases, the examination committee may revoke the final character of the decision taken by the student in paragraph 1. The student must address a reasoned request to this effect via the academic advisor to the chair of the examination committee.
5. In exceptional cases, the examination committee may decide to retain the tolerable fail grade as referred to in paragraph 3. The student must address a reasoned request to this effect via the academic advisor to the chair of the examination committee.

#### **Article 4.6 Students in special circumstances**

1. Students in special circumstances are students with a physical or psychological disability, top athletes, working students, professional artists, student entrepreneurs and students in other special circumstances.
2. Institution-wide minimum facilities have commonly been established for students referred to in paragraph 1, depending on the special circumstances. The examination committee bureau will decide, if desired, after advice from the EMT, on the allocation of extra educational and/or examination facilities or on the allocation of facilities to students other than those referred to in paragraph 1 in special circumstances.
3. The criteria, the application procedure, the required supporting documents (certifications) and the possible facilities can be found on the UHasselt website. In order to be recognised as a student in special circumstances, the student must, except in the case of force majeure, submit an application with the required supporting documents before the following deadlines:
  - for the examination period of the first quarter: no later than 15 October;
  - for the examination periods of the second quarter and the first semester: no later than 1 December;
  - for the examination periods of the third and fourth quarters and the second semester: no later than 1 March;
  - for the second examination opportunity period: no later than 1 July;

In addition to the application for recognition as a student in special circumstances, the student must also submit a separate application for examination facilities. This must be done:

- according to the same deadlines as for the application for recognition of a student in special circumstances;
- Or, if the application for recognition was submitted before the deadline but was only approved after the deadline: no later than 5 working days after the approval of the recognition file.

The student can read the validity period of the recognition and the reasonable adjustments in his student portal.

4. A student with a disability may submit an internal appeal against a decision by Hasselt University/tUL to refuse reasonable adjustments to take account of his/her disability. The student will submit this appeal to the internal appeals committee of Hasselt University/tUL (Art. 19.1; Art. 19.4 EELR), in accordance with the formal requirements in Art. 19.3 EELR, within a period of seven calendar days starting on the day after notification of the decision to the student. The appeal will be handled in accordance with the procedure for internal appeals in Art. 19.4 EELR.
5. The rules for applying for facilities for student representatives (e.g. STURA members and student members of an EMT) are set out in Art. 4.1 of the student participation policy, <https://www.uhasselt.be/en/info-for/current-students/hasselt-university-life/student-participation#anch-5c7-regulations> (in Dutch).

6. Students to whom examination facilities have been granted, must always be able to demonstrate these by means of a valid certificate, either in written or electronic form. If a student cannot present this certificate at the start of the examination, he or she may not commence the examination using the granted facilities until the supervisor has verified with the administration whether and which facilities have been granted to the student.

#### **Article 4.7 Study grant procedure**

1. The criteria and procedure for receiving a study grant are set out on the UHasselt website.

#### **5. Exemptions**

##### **Article 5.1 Competent authority**

*(Higher Education Code Art. II.241)*

1. The competent examination committee bureau will grant an exemption on the basis of certified competencies. To this end, it will conduct an investigation based on documents such as:
  - a credit certificate obtained at the committee's own or another institution;
  - a previously acquired qualification that was not confirmed with a credit certificate but with another study certificate;
  - a previously acquired competency, i.e. an aptitude certificate issued by the validating authority.
2. In exceptional cases, the examination committee may conduct the investigation with a view to granting exemptions on the basis of previously acquired qualifications via an aptitude test. It will justify the need for this aptitude test and refer the applicant to the validating authority of the association.

##### **Article 5.2 Procedure**

1. A student who believes that he/she is entitled to an exemption for a programme component on the basis of certified competencies will address a request via the academic advisor to the chair of the examination committee. The request must be submitted via 'my student portal' at the time of enrolment at the latest. For programme components that do not start in the first education period, a request may also be submitted to the chair of the examination committee via the academic advisor any time up to the start of the education period in which the programme component starts. The chair of the examination committee may apply alternative, more favourable request deadlines, subject to provision of valid reasons.

In the request, the student will indicate the programme component to which the intended exemption relates and add a dossier containing the documents referred to in Art. 5.1, paragraph 1 EELR.

2. The chair of the examination committee will obtain the reasoned advice of the coordinating lecturers of the programme components for which exemption is requested.
3. On the basis of the dossier, the coordinating lecturer will assess the correspondence between the competencies associated with the programme component for which exemption is requested and the certified competencies. The coordinating lecturer may ask the student to add additional study material to his/her dossier. Factors such as learning outcomes and content of programme components may be decisive in this context.

If there is sufficiently close correspondence, the coordinating lecturer will formulate the advice to grant exemption for the entire programme component. He/she may also advise that an aptitude test in accordance with Art. 5.1, paragraph 2 is necessary. In the event of insufficiently close correspondence, the coordinating lecturer may advise against granting an exemption.

4. The examination committee will decide on the granting of exemptions after taking note of the advice of the coordinating lecturers. It will communicate its reasoned decision to the student concerned and inform the student administration of the decision.

If it considers an aptitude test to be necessary, it will inform the applicant about the association's previously acquired competency procedure.

The examination committee bureau will keep a list of decisions taken and the associated advice.

5. It is not possible to submit a previously acquired competency application with a view to an exemption for a programme component that has already been included in the individual study programme in a previous or current academic year.

## **6. Programmes**

### **Article 6.1 Provision of programmes**

1. Hasselt University/tUL organises Bachelor's programmes, Master's programmes, preparatory and bridging programmes, PhDs, postgraduate programmes and continuing training.

### **Article 6.2 Study load**

1. A Bachelor's programme has a study load of at least 180 credits. A Master's programme has a study load of at least 60 credits. Specialisations (subsets in the study programme, defined by decree, with a study load of at least 30 credits) may be included in the study programme. The learning outcomes will be listed for each programme.
2. The study load of a preparatory programme, which is organised for graduates of certain academic Bachelor's programmes to obtain access to a Master's programme, depends on their prior education.

A bridging programme, which is organised for graduates of certain Bachelor's programmes in higher vocational education to obtain access to a Master's programme, has a study load of at least 45 and at most 90 credits.

3. A postgraduate programme has a study load of at least 20 credits.
4. A micro-credential has a study load between 0.5 and 59 credits.

### **Article 6.3 Information included per programme/postgraduate programme/micro-credential in the study guide**

1. The study guide will include at least the following information per programme/postgraduate programme/micro-credential (*Higher Education Code Art. II.221*):
  - the degree it leads to, the degree type and, where applicable, the degree specification;
  - its study load in credits;
  - where applicable, the specialisations;
  - the language of instruction used in the programme/postgraduate programme/micro-credential;
  - the content and objectives of the programme/postgraduate programme/micro-credential;
  - the prerequisites and learning outcomes;
  - the study programme and the division into programme components;
  - the organisation of the programme in the form of standard and individualised academic programmes;
  - the sequentiality of the various programme components and, where applicable, the risks or safety problems on the basis of which sequentiality is imposed;
  - the previous programmes that give access to the programme and the programmes that follow on from it.

#### **Article 6.4 Academic calendar**

1. The education and exam periods and the holidays for programmes will be set out in the faculty academic calendars, which may be consulted via the website.

#### **Article 6.5 Programme language of instruction**

*(Higher Education Code Art. II.261-266)*

1. The language of instruction at the university is Dutch. However, in the initial Bachelor's and Master's programmes a language of instruction other than Dutch may be used, in accordance with the provisions of this article.
2. In the Bachelor's and Master's programmes a language other than Dutch may be used for:
  - a. programme components with a foreign language as their subject which are taught in the language concerned;
  - b. programme components which are taught by visiting professors who speak a foreign language;
  - c. foreign-language programme components which, in accordance with Art. 7.4 EELR, are taken at another institution of higher education;
  - d. programme components from which an explicitly reasoned decision shows the added value for students and the diminishing field and the functionality for the programme.
3. A foreign-language initial Bachelor's programme is an initial Bachelor's programme in which the extent of the programme components, expressed in credits, offered in a language of instruction other than Dutch in the standard academic programme of that programme is higher than 18.33% of the total extent of the programmes offered in that programme, expressed in credits, in the standard academic programme. In addition, a non-foreign-language initial Bachelor's programme will be considered to be a foreign-language initial Bachelor's programme if an evaluation by the Flemish government shows that more than 33% of its graduates have acquired more than 18.33% of their credits in programme components in a language other than Dutch or if an evaluation by the Flemish government shows that during two consecutive academic years, at least 25% and at most 33% of the graduates in a non-foreign-language Bachelor's programme have acquired more than 18.33% of their credits in programme components in a language other than Dutch. For the calculation of the limit of 18.33%, the programme components mentioned in paragraph 2 a and c will not be included. *(Higher Education Code Art. II.261 §3 and Art. II.268 §2)*
4. A foreign-language initial Master's programme is an initial Master's programme in which the extent of the programme components, expressed in credits, offered in a language of instruction other than Dutch in the standard academic programme of that programme is higher than 50% of the total extent of the programmes offered in that programme, expressed in credits, in the standard academic programme. In addition, a non-foreign-language initial Master's programme will be considered to be a foreign-language initial Master's programme if an evaluation by the Flemish government shows that more than 33% of its graduates have acquired more than 50% of their credits in programme components in a language other than Dutch or if an evaluation by the Flemish government shows that during two consecutive academic years, at least 25% and at most 33% of the graduates in a non-foreign-language Master's programme have acquired more than 50% of their credits in programme components in a language other than Dutch. For the calculation of the limit of 50%, the programme components mentioned in paragraph 2 a and c will not be included. *(Higher Education Code Art. II.261 §3 and Art. II.268 §2)*
5. The programme components that are taught in a language other than Dutch will be listed in the study guide. The faculty will supervise the use of a foreign language.
6. An institution may only offer a foreign-language initial Bachelor's or Master's programme where the study programmes are specifically designed for foreign students or where the added value for the students and the diminishing field and the functionality for the programme can be adequately demonstrated.

7. The institution may offer a foreign-language initial Bachelor's or Master's programme on condition that an equivalent initial Bachelor's or Master's programme is offered in the Flemish Community in accordance with paragraphs 3 and 4.
8. Other than in cases where an exemption from the equivalence condition has been granted, students must at all times have the guarantee that an equivalent initial Bachelor's or Master's programme is offered within the Flemish Community. In derogation from paragraph 7, the university board is only free to offer foreign-language initial Bachelor's or Master's programmes where the study programmes are specifically designed for foreign students within the framework of the International Course Programme of development cooperation, or in the case of foreign-language initial Bachelor's or Master's programmes that have been selected in accordance with the provisions of a European programme for the promotion of international cooperation in higher education and within which the award of multiple or joint diplomas is envisaged. (*Higher Education Code Art. II.265 §1*)

#### **Article 6.6 Language of instruction in post-initial programmes**

(*Higher Education Code Art. II.267*)

1. The institution is free to determine the language of instruction in the advanced Bachelor's programmes, advanced Master's programmes, postgraduate programmes, and educational and other study activities organised in connection with continuing training.

#### **Article 6.7 Code of Conduct regarding language regulations**

(*Higher Education Code Art. II.270, Art. II.271 and Art. II.272*)

1. Each member of the teaching staff and of the academic staff who is assigned teaching duties must have an adequate command of the language of instruction in which he/she teaches a programme component. This means that the staff member must have proficiency in that language at CEFR level C1. This required level of proficiency in the language of instruction will be demonstrated by means of qualification certificates issued by officially recognised institutions showing that the staff member has proficiency in the language of instruction at the required level. The required level of proficiency will be presumed to be present if the staff member concerned has obtained a secondary education diploma or a Bachelor's or Master's degree or doctorate in the language of instruction in which he/she teaches, at an institution at which that language is the language of instruction.
2. Every member of the teaching staff and of the academic staff who is assigned teaching duties and who does not teach any programme components in Dutch must have proficiency in the Dutch language at CEFR level B2. This condition must be met within five years of the appointment of the staff member or at the time of his/her award of tenure. The university board will provide a mandatory integration process that ensures that after two years of employment, the staff member has proficiency in the Dutch language to at least CEFR level A2. The required level of proficiency in the Dutch language will be presumed to be present if the staff member concerned has obtained a Dutch-language Bachelor's or Master's degree or doctorate in a non-foreign-language programme. In addition, the required level of proficiency in the Dutch language (B2) will be presumed to be present for members of the teaching staff and academic staff who are assigned teaching duties and who:
  - 1° are awarded tenure before 2013-2014
  - 2° are appointed before 2013-2014 with a view to tenure
  - 3° are appointed before 2013-2014 for an indefinite period.
 (*Higher Education Code Art. II.389*)
3. The institution will make suitable provisions for members of the teaching staff and academic staff, including an accessible and relevant range of Dutch and foreign language courses and language support measures.
4. Without prejudice to the provisions of Articles 1.1 and 1.2 EELR, the institution will provide the possibility for students taking an initial Bachelor's or Master's programme with foreign-language

programme components or a foreign-language initial Bachelor's or Master's programme to test their knowledge of this other language.

The institution will provide language support measures in the study programme of initial Bachelor's or Master's programme with foreign-language programme components or foreign-language initial Bachelor's or Master's programmes. Such measures may include:

1° language-related programme components (including language courses) as part of the package of mandatory programme components or as a mandatory optional subject;  
2° language support measures integrated in foreign-language programme components. These measures will involve active support for students and will therefore be easily recognisable as such within the programme component.

This condition may be deviated from in the following cases:

1° if, in the case of an ensuing Master's programme, the language support measures are included in the preceding Bachelor's programme;

2° if, in the case of a non-ensuing Master's programme, the language support measures are included in the preparatory programme or in the bridging programme.

5. The institution will make suitable provisions for students, including a free, accessible and relevant range of Dutch and foreign language courses and language support measures.

#### **Article 6.8 Education management team (EMT)**

1. Within a general policy framework at institutional level, the faculty/school is responsible for the development and implementation of the faculty education strategy, including integrated quality assurance. The faculty board/interfaculty school board will provide reasoned advice to the education board and the university board about the curricula of the programmes that fall under its authority. Within the EELR regulations, the SEE school board will perform the duties of the faculty board for postgraduate programmes.
2. An education management team (EMT) will be established for each programme (the same EMT may if appropriate be established for a Bachelor's programme and subsequent Master's programme or a language-equivalent programme). For the programmes that fall under its authority, the faculty board/interfaculty school board will, on the proposal of the dean/chair, provide reasoned advice to the board of deans about the composition and chairing of the relevant EMTs.

Within a general policy framework, an EMT will have at least the following powers and responsibilities:

- a) drawing up a strategy plan for the programme in accordance with the (education) policy plan at institutional level;
- b) monitoring and improving the quality of the programme. This includes working through the VISIO-O cycle, preparing the self-evaluation in the context of accreditation and drawing up and following up annually on an improvement policy;
- c) identifying the needs for educational professional development/support;

- d) drawing up the profile of the programme;
- e) preparing curriculum developments and changes. This includes, among other things, preparing the programme-specific competency profile, taking account of the validated domain-specific learning outcomes (DLOs);
- f) monitoring the practical organisation of the curriculum (including exams);
- g) identifying the staffing level desirable to implement the intended curriculum;
- h) consulting with employers at least once a year.

The EMT will report and give advice to the competent faculty board or to the competent school board.

## **Article 6.9 Evaluation meetings and quality assurance**

1. Each EMT will hold evaluation meetings for the programme's quality assurance. An evaluation meeting will be attended by at least three students and preferably two academic staff members (one of whom is an EMT member) and an academic advisor; the academic staff members may differ per education period. The ombudsperson (see Art. 21.1-21.2 EELR) may also be a member. The evaluation meetings will be held at least once per education period, preferably in the middle of an education period.
2. EMT members will attend the evaluation meetings.
3. The evaluation meeting has the following powers in the context of internal quality assurance:
  - evaluating the educational provision per education period;
  - resolving acute problems with regard to education, in consultation with the staff members concerned.
4. The EMT will promote the proper functioning of the evaluation meetings and seek a satisfactory solution for problems that cannot be resolved by the evaluation meetings.
5. The evaluation meetings of a programme taught in a foreign language may be held in a language other than Dutch with a view to collecting input from students who speak another language.
6. Students who attend an evaluation meeting will be regarded as student representatives in accordance with the student attendance regulations. These define the rights and obligations of student representatives, including the obligation to provide adequate feedback to the wider student group that they represent. To facilitate this task, a report on the evaluation meeting will be prepared. The report will be made available to student representatives who attended the evaluation meeting.

## **7. Programme components**

### **Article 7.1 Study load**

The learning outcomes of programmes and postgraduate programmes/micro-credentials will be achieved through the programme components.

1. The study load of each programme component will be expressed in whole credits and amount to at least 3 credits. The number of credits per programme component will be stated in the study guide.
2. The number of credits of a programme component is a measure of the study time needed to achieve the learning outcomes of the programme component. 1 credit corresponds to between 25 and 30 hours of prescribed education, learning and evaluation activities (including contact moments).

Evaluations and study time measurements will be used to check the correspondence between the budgeted and actual study time and the balanced spread of the study load over the education periods.

3. Each Master's programme will be concluded with a Master's thesis, the study load of which will be equal to at least one-fifth of the total number of credits of the study programme, with a minimum of 15 and a maximum of 30 credits.
4. For programmes that lead to occupations that fall within the scope of European Directive 2005/36/EC of the European Parliament and of the Council of 7 September 2005 on the recognition of professional qualifications, the learning outcomes to be achieved in the programme will at least meet the conditions laid down by the Directive with regard to the knowledge and skills to be acquired.

## **Article 7.2 Information included in the study guide**

*(Higher Education Code Art. II.221)*

1. The study guide will state at least the following for a programme/postgraduate programme/micro-credential per programme component:
  - its study load in credits;
  - its language of instruction;
  - the objectives;
  - the prerequisites and learning outcomes;
  - a description of the education and learning activities;
  - whether the programme component is excluded from an exam contract due to its nature\*;
  - if programme component is not eligible for tolerance in accordance with Art. 16.8, paragraph 2 EELR\*;
  - if the result of the programme component is numerical or non-numerical;
  - the evaluation methods and moments, taking into account Art. 10.1 paragraph 2, Art. 11.1, Art. 11.2, Art. 17.2 and Art. 17.3 EELR. If the evaluation method in the context of an exam contract deviates from the evaluation method under a diploma or credit contract, this will be explicitly stated;
  - the relative share of individual evaluations in the final exam result;
  - the number of exam opportunities per programme component, taking into account Art. 12.1, Art. 12.2, paragraph 2, and Art. 17.5 EELR;
  - whether a second exam opportunity will be provided using a different evaluation method, or, as the case may be, is not possible (see also Art. 12.2 EELR);
  - whether results of individual parts of evaluations may be carried forward to a second (or subsequent) exam opportunity, and if so, under what conditions (Art. 12.2, paragraph 2 EELR).

\* Elements marked with an asterisk do not apply to a micro-credential.

## **Article 7.3 Programme component language of instruction**

1. Students have the right to take the exam in Dutch for a programme component/micro-credential in which a language of instruction other than Dutch is used and for which no equivalent is taught in Dutch in the same programme/postgraduate programme/micro-credential, with the exception of the programme components mentioned in Article 6.5, paragraph 2, a and c. This rule does not apply to foreign-language initial Bachelor's and Master's programmes.

## **Article 7.4 Programme components at other institutions**

1. A student may submit a reasoned proposal to the examination committee to replace programme components from the programme's curriculum with others that appear in the curricula of another domestic or foreign institution of higher education. The student must submit a request for this purpose to his/her academic advisor. For such a replacement to be possible, an agreement must have been concluded with the institution concerned, signed by the rector, in which provision is

made for such mobility (e.g. an inter-university agreement between the Flemish universities, agreements in the context of the Erasmus Lifelong Learning Programme).

## **8. Deregistration**

### **Article 8.1 - Deregistration from a programme**

1. Deregistration from a programme implies the termination of the relevant study contract. With regard to the implications for the tuition fee and learning account, this will be treated as a reduction in the number of credits for a student under a diploma contract.
2. A student can only validly deregister from a course via the student portal.

## **9. Fraud relating to submitted documents**

### **Article 9.1 Fraud relating to submitted documents**

1. If fraud is established with regard to submitted documents on the basis of which decisions have been made concerning the student, the decisions based on such documents will be considered invalid. The use of forged certificates or diplomas with a view to enrolment at Hasselt University for a programme or programme component is considered a disciplinary offence that may lead to a disciplinary measure as provided for in the Disciplinary Regulations for Students.

## **Examination regulations**

### **10. Organisation of exams**

#### **Article 10.1 Planned exam period and deviations**

1. During the academic year, Hasselt University/tUL will organise exam periods following each education period and an exam period in August/September prior to the start of the new academic year. These exam periods will be explicitly stated in the faculty and general academic calendars.
2. Unless the provisions in paragraph 3 and Art. 10.2 EELR on permitted deviations apply, exams must take place during the planned exam periods.
3. For students eligible for facilities (see Art. 4.6 EELR) or in the event of force majeure or demonstrable structural problems, the examination committee bureau may, at the request of the student or, where applicable, the coordinating lecturer, allow an evaluation/exam outside the planned exam periods. The foregoing also applies in the case of a special academic programme for working students.

#### **Article 10.2 Deviation from the planned exam period**

1. The faculty board may, on the advice of the EMT and the coordinating lecturer, decide that programme components or parts thereof will be evaluated outside the planned exam periods. The relevant EMT and the faculty will ensure a balanced spread of these evaluations outside the exam periods.

#### **Article 10.3 Exam schedule**

1. The exam schedules will be announced no later than four teaching weeks before the start of an exam period. The exam schedules for the second exam opportunity will be announced no later than 11 July.
2. Examiners and students may not deviate from the established exam schedules. An exam may only be rescheduled for serious reasons. The decision on this will be taken by the chair of the examination committee in consultation with the ombudsperson and the coordinating lecturer, who will make a new arrangement.

#### **Article 10.4 Place and length of exams**

1. All exams will be held in the university's buildings, with the exception of:
  - digital examinations that can be taken remotely by the student.
  - cases of force majeure, to be determined by the chair of the examination committee.
  - exams that may be taken at another location with permission from the faculty board, on the proposal of the EMT and the coordinating lecturer. This will be indicated in the study guide.
  - exams for students who have been granted facilities that may be taken at a different location with the permission of the examination committee bureau.

Students who have been granted facilities may work on an exam for more than half a day (approx. 4 hours).

2. An exam consisting of an assessment at one specific moment has a maximum time allocation of half a day (approximately 4 hours). Exceptions to this are only possible with the approval of the faculty board, on the advice of the EMT and the coordinating lecturer.

#### **Article 10.5 Public access to oral exams**

1. A student may request that an ombudsperson attend an oral exam (not necessarily the ombudsperson for the programme in question). The ombudsperson may not in any way influence the course of the exam. To this end, the student must address a request to the chair of the examination committee no later than seven calendar days prior to the exam. The chair of the examination committee will contact the examiner and the ombudsperson and ensure that there is no involvement between the student and the ombudsperson.

## **11. Evaluation method**

### **Article 11.1 Planned evaluation method**

1. The evaluation method is determined on the basis of the competencies to be assessed and is indicated in the study guide. If necessary, the second exam opportunity during the academic year may use a different evaluation method; this will be indicated in the study guide. The relevant EMT and the faculty will monitor the evaluation methods.

### **Article 11.2 Partial exams**

1. A programme component that is organised over several teaching periods will be examined in its entirety. However, on the advice of the EMT and the coordinating lecturer, the faculty board may decide that a partial exam may be taken for such a programme component after several education periods.
2. Participation in all partial exams is a prerequisite for obtaining an exam result for the entire programme component. The share of each partial exam in the overall grade will be determined in advance in the study guide.

### **Article 11.3 Alternative evaluation method**

1. At the request of the coordinating lecturer, the evaluation method stated in the study guide may be changed, on the basis of valid reasons, to be assessed by the chair of the EMT, and at the latest before the start of the education period of the programme component concerned. In the case of force majeure or demonstrable structural problems as stipulated in Art. 11.3, paragraph 2 EELR, the evaluation method may also be changed during the education period.
2. For students eligible for facilities (see Art. 4.6 EELR) or in the event of force majeure (generally or on behalf of the coordinating person) or demonstrable structural problems, the examination committee bureau may, at the request of the student or, where applicable, the coordinating lecturer, allow deviations from an evaluation method. The foregoing also applies in the case of a special academic programme for working students.

## **12. Taking part in exams**

### **Article 12.1 Conditions**

1. A student may only take part in an exam for a programme component if he/she is registered for that programme component in his/her study contract. Without valid enrolment, the exam result obtained will be deemed non-existent.
2. Participation in an examination may be subject to conditions relating to sufficient attendance of certain education and learning activities. The faculty board will, on the advice of the EMT and the coordinating lecturer, determine the programme components for which such conditions apply. This will be stated in the study guide.

If the student has to take a digital exam on his/her own device (often a laptop) where the use of software or a tool is imposed to create a safe exam environment, the student tests the software/tool in advance on the device with which he/she will take the exam. The student does this according to the instructions provided for this purpose and before each exam period.

3. During an evaluation, students must always be able to prove their identity themselves with their student card, identity card and/or other official proof of identity. They must present this proof of identity to the examiner or supervisor immediately on request.
4. Participation in an exam opportunity and/or the submission of an exam script will be registered. Each faculty/interfaculty school will make arrangements for this registration for exams in the faculty/interfaculty school concerned.

If an exam script is lost and the student is able to demonstrate on the basis of the registration that he/she submitted the exam script, the student will be entitled to a new exam opportunity.

### **Article 12.2 Exam opportunities**

1. In principle, a student is entitled to two exam opportunities in the course of the academic year for each programme component for which he/she is enrolled (*Higher Education Code Art. II.223*).
2. If the nature of the programme component does not allow for two exams during the same academic year, the right referred to in paragraph 1 may not be exercised during the same academic year. In that case, the student must re-enrol for the programme component in question in a subsequent academic year. The faculty board will, on the advice of the EMT and the coordinating lecturer, decide on the programme components or parts thereof for which this applies. This will be stated in the study guide (*Higher Education Code Art. II.223*).

Results of individual parts of exams may not be carried forward to a second (or subsequent) exam opportunity, unless stated otherwise in the study guide sheet for the programme component.

#### First exam opportunity in an academic year

3. A student who is enrolled for a programme component will take an exam in the exam period that immediately follows the period in which the education for the programme component is concluded (or during the education period in case of Art. 10.2 EELR).

#### Second exam opportunity in an academic year

4. Second exam opportunities may only be taken in August/September (last exam period), subject to the provisions of Art. 12.2 paragraph 2 EELR.
5. If a student does not achieve a pass for a deliberation package and/or programme component after the first exam opportunity and wants to take a second exam opportunity, he is obliged to register for the second exam opportunity for programme components for which a fail was obtained during the first exam opportunity. A student can register for the second exam opportunity from 11 July to 8 August. Students who have not registered for the second exam opportunity by 8 August at the latest, cannot participate in the second exam opportunity of a programme component and will receive an A 'unauthorised absence' as the final result for this exam opportunity.
6. If a student wishes to make use of a second exam opportunity for programme components for which he/she obtained a tolerated fail grade in the first exam opportunity, he/she must submit a written request to this effect via the student administration no later than ten working days after the announcement that he/she has satisfied the tolerance rules. The student will register for the second exam opportunity for the relevant programme components. The examination committee may make reasoned exceptions to the period of ten working days to the student's advantage.

### **Article 12.3 Force majeure**

1. If a student is prevented from taking part in an exam/mandatory educational activity/evaluation during the teaching period for reasons of force majeure, he/she may submit a request to take part in the exam/mandatory educational activity on a catch-up basis at another time, provided that he/she submits a valid request to this effect, in a correct and timely manner in accordance with the rules below, together with valid supporting documents.

- students must report their absence via the student portal, unless this is physically impossible due to an accident or hospitalisation, at the latest on the day of the first missed exam/mandatory educational activity, and must add digital supporting documentation to substantiate the absence. In the event of this being physically impossible due to an accident or hospitalisation, the student administration may exceptionally also be notified by email with digital supporting documentation within three working days.
2. A medical certificate will be accepted as valid supporting documentation if it has been issued by a doctor at the latest on the day of the illness or accident. An attestation which merely represents the student's own declaration (a dixit attestation) or an attestation written after the illness (a post-factum attestation) will not be accepted as supporting documentation.
  3. The chair of the examination committee will check whether the student can take the exam on another date. At the suggestion of the coordinating lecturer, the evaluation method of the make-up exam may deviate from the evaluation method as indicated in the study guide.
  4. If a student is absent without justification from an assigned catch-up exam, he/she will have no further entitlement to catch-up exams for the following exam periods in the current academic year.

#### **Article 12.4 Retaking exams**

1. For programme components for which no credit certificate has been obtained during the first exam opportunity, the exam does not necessarily have to be retaken during the second exam opportunity within an academic year.
2. If a student retakes the exam for a programme component during the same academic year, the highest exam result obtained (the final result of the programme component) will be retained. In the case of a retake in a subsequent academic year, the result obtained during that academic year will replace the result from the previous one.

#### **Article 12.5 Conflicts relating to exams**

1. Any conflict between an examiner and a student before or during an exam/evaluation that could jeopardise the proper course of the evaluation or assessment will be reported to the chair of the examination committee as soon as possible, where appropriate via the ombudsperson.
2. The chair and the ombudsperson will mediate to resolve the conflict (or the vice chair if the chair is a party to the conflict).

### **13. Examiner**

#### **Article 13.1 Examiner**

1. The coordinating lecturer will coordinate the evaluation for the programme components assigned to him/her. He/she may be assisted in this by several examiners, such as a co-lecturer, a member of the education team or an expert involved in the programme component.
2. An examiner may not be involved in the assessment of any blood relative or family member to the third degree or of any persons with whom he/she lives or their blood relatives or family members to the third degree. If the examiner is responsible for coordinating the programme component concerned, the chair of the examination committee will appoint a substitute to assess the evaluation/exam of the examiner's relative.

## **14. Examination committee**

### **Article 14.1 Composition of examination committee**

1. One examination committee will be formed for each programme. The same examination committee may be established for a language-equivalent programme. The examination committee for a bridging or preparatory programme will be the same as that for the subsequent Master's programme.
2. At the proposal of the relevant EMT and the relevant dean/chair, the faculty board/interfaculty school board will provide reasoned advice to the Board of Deans regarding the composition of examination committees, including the appointment of the chair, vice chair and secretary, for the programmes that fall under its authority. The decision will lie with the Board of Deans.
3. An examination committee for a programme will consist of at least five members. As a guideline, a maximum of ten members is suggested. The examination committee will be composed in accordance with the applicable provisions in the Academic Structure Regulations.
4. An ombudsperson will attend the meetings of the examination committee in an advisory capacity. If there are several ombudspersons, the faculty board, in consultation with the ombudspersons, will designate one of them to attend the meetings of the examination committee.
5. The examination committee will be assisted by the academic advisor for the programme.
6. For the joint first deliberation package for the Bachelor of Business Engineering and Bachelor of Business and Information Systems Engineering programmes, a separate examination committee will be established, consisting of the Bachelor of Business Engineering (HI) examination committee and the Bachelor of Business and Information Systems Engineering (BI) examination committee.

The chair of the examination committee for the joint first deliberation package HI/BI will be the chair of the Bachelor of Business Engineering examination committee. The vice chair of the examination committee for the joint first deliberation package HI/BI will be the chair of the Bachelor of Business and Information Systems Engineering examination committee.

### **Article 14.2 Powers of the examination committee**

1. With regard to students enrolled under a diploma contract or exam contract with a view to obtaining a diploma, the examination committee has the powers as described in Art. 16.9, paragraph 3, and Art. 16.8, paragraph 1 EELR.
2. With regard to students enrolled under a diploma contract or exam contract with a view to obtaining a diploma, the examination committee may take decisions for all cases submitted by the examination committee bureau.
3. The examination committee has the power to refuse any further enrolment of a student in accordance with Art. 2.4 EELR.
4. Where necessary, but at least with regard to decisions concerning Art. 16.9, paragraph 3, and Art. 16.8, paragraph 1 EELR, the examination committee will take decisions for the joint first deliberation package HI/BI in consensus with the Bachelor of Business Engineering examination committee and the Bachelor of Business and Information Systems Engineering examination committee.

### **Article 14.3 Meetings and reports of the examination committee**

1. There will be at least two meetings of the examination committee every academic year: in June/July and in September. Meetings of the examination committee may be held physically or electronically.
2. Each member of the examination committee will have one vote. The ombudsperson will not be a member of the examination committee, but will attend meetings in an advisory capacity.
3. An examination committee may only take binding decisions with regard to a student in a meeting if at least half of its members are present.
4. Decisions made by the examination committee during a meeting will be considered unanimous if none of the members present requests a show of hands or a secret ballot. The ombudsperson may also request a vote. In the event of a vote, the examination committee will decide by a simple majority of the votes cast. Abstentions, blank votes or invalid votes will be considered not to have been cast. In the event of a tie, the examination committee will decide in accordance with the student's request or in favour of the student.
5. Members of the examination committee will not participate in deliberations or decisions concerning any blood relative or family member to the third degree or any persons with whom they live or their blood relatives or family members to the third degree.
6. The members of the examination committee and other persons involved are obliged to safeguard the confidential nature of the discussions.
7. The decisions of the examination committee, including the reasons for any deviations from the general rules, will be recorded in a report. This report will be signed by the chair and the secretary of the examination committee (if a meeting has been held, the attendance list will also be included). The vice chair will replace the chair if he/she cannot be present due to force majeure. The reasons for the chair's absence will be stated in the report.

### **Article 14.4 Composition of the examination committee bureau**

1. An examination committee bureau will be established for each examination committee.
2. The chair and vice chair of the examination committee will constitute the bureau. The chair may also invite an ombudsperson and/or another expert.
3. The bureau will be assisted by the academic advisor for the programme.
4. The bureau may also be assisted by the coordinating lecturers of the relevant programme components or other members of the examination committee.

### **Article 14.5 Powers of the examination committee bureau**

1. After each exam period, the examination committee bureau will take note of the exam results as communicated by the coordinating lecturers and will check:
  - that the tolerance rules have been correctly applied;
  - that the rules regarding the degree of distinction have been correctly applied.
2. On the basis of the exam results, the examination committee may issue non-binding study advice, in particular for students who are enrolled for the first time in a Bachelor's programme.
3. The examination committee will take decisions in the event of irregularities in accordance with Art. 18.1-18.3 EELR.
4. The examination committee bureau may allow a student to take more than 72 credits per academic year if the student:

1° has not had any binding conditions imposed on him/her for the academic year in question;  
2° does not need to retake programme components with non-tolerable fail grades obtained in a previous academic year.

5. It is authorised to grant facilities/additional facilities as stipulated in Art. 4.6, paragraph 2 EELR and will take decisions in cases of force majeure as stipulated in Art. 10.1, paragraph 3 and 11.3 EELR. It will also take decisions regarding exams at another institution in accordance with Art. 17.7 and Art. 7.4 EELR.
6. The examination committee bureau may conduct an admission investigation as stipulated in Art. 1.9, 1.10 and 1.12 EELR. It will also decide on the granting of exemptions in accordance with Art. 5.1 and 5.2 EELR and on any deviation from a preparatory programme.
7. The examination committee bureau may decide to terminate an internship or a practical programme component early, as stipulated in Art. 17.1 EELR.
8. In the case of indecision or if desirable, the bureau may transfer the decision-making authority to the examination committee.
9. Where necessary, the examination committee bureau will take decisions for the joint first deliberation package HI/BI in consensus with the Bachelor of Business Engineering examination committee bureau and the Bachelor of Business and Information Systems Engineering examination committee bureau.

#### **Article 14.6 Meetings and reports of the examination committee bureau**

1. The examination committee bureau will meet at least after each exam period.
2. The chair and vice chair must be present for the meeting to be legally valid. With the exception of the procedure for dealing with exam irregularities as set out in Art. 18.1-18.3 EELR, only one of the two may be replaced by another member of the examination committee.
3. The chair and the vice chair, or if necessary their deputy, will decide by consensus. In the absence of consensus, the decision-making authority will be transferred to the examination committee.
4. Members of the examination committee bureau will not participate in discussions or decisions concerning any blood relative or family member to the third degree or any persons with whom they live or their blood relatives or family members to the third degree.
5. The examination committee bureau will draw up a report on its activities. This report will be signed by the chair and vice chair and submitted to the examination committee for information. The report will be archived together with the examination committee's reports.
6. A meeting of the examination committee bureau may be replaced by an email consultation of the members of the examination committee bureau. An email consultation is not possible for decisions under the powers described in Art. 14.5, paragraph 3 EELR or in the case of an internal appeal procedure.

### **15. Exam results**

#### **Article 15.1 Assigning exam results**

1. The exam result for a programme component (one grade per programme component) is determined by the coordinating lecturer of the programme component, unless stated otherwise in the study guide.

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2. The faculty board may, on the advice of the EMT and the coordinating lecturer, decide that the exam result for a programme component is non-numerical (pass/fail). This will be stated in the study guide.

3. Unless the result is non-numerical (pass/fail), the exam result for a programme component will be expressed as a whole number with a maximum value of 20 (*Higher Education Code Art. II.225*).
4. Reference points for assigning exam results are as follows:
  - 0 - 9: unsatisfactory (see also Art. 16.1-16.10 EELR)
  - 10 - 13: satisfactory
  - 14 - 15: good
  - 16 - 17: very good
  - $\geq 18$ : excellent
5. Students will pass a programme component if they obtain an exam result of at least 10 out of 20 or if they are assigned a non-numerical 'pass'. If this is the case, they will obtain a credit certificate for this programme component.
6. To determine the final result for a programme component, the normal rounding rule for decimals will be applied in each case: rounding up from 0.50 up to and including 0.99 and rounding down from 0.01 up to and including 0.49.

### **Article 15.2 Administrative processing of exam results**

1. After each exam period following an education period, the coordinating lecturer will send the exam results to the student administration no later than one working day (24 hours) before the meeting of the examination committee bureau (guideline: ten working days after the end of the relevant exam period. For the calculation of this period, the Easter holidays as defined in the academic calendar of the programme will be regarded as days of holiday.)

### **Article 15.3 Announcement of exam results**

1. After each exam period and after being informed by the examination committee bureau, the student administration will provide the following information to each student via 'student portal' as soon as possible (see Art. 15.2 EELR):
  - the exam results obtained, including the results of any partial examinations as provided for in Art. 11.2 EELR;
  - whether students have gained a pass for the programme, including the degree of distinction obtained;
  - whether students satisfy the pass requirements for a deliberation package;
  - details of the appeal procedure to be followed.

The announcement of the exam results, the passing of a course and the degree of achievement in the student portal are considered an official proclamation that triggers the appeal period in Article 19.3 of the EELR.

2. These results will be definitive at the time of announcement in the student portal and can no longer be changed, other than in the event of a material error or appeal.
3. Internal appeal is not possible against exam results that contain a verdict on part of a programme component.
4. The results with regard to passing and the degree of distinction for the entire programme will be announced in a public session by the chair of the examination committee.

### **Article 15.4 Explanation, inspection and retention period for exams**

1. A student is entitled to an explanation of his/her exam/evaluation from the examiner or examiners within seven calendar days after the day of announcement of the exam results. Hasselt University will organise explanatory sessions for this purpose, which will be announced in accordance with paragraph 3. During the explanatory session, the examiners must indicate in a transparent manner the grounds on which the exam result has been reached.

The explanatory session will also include an inspection of the exam. The examiner will allow the student to inspect the question sheet, his/her answer sheet and, if necessary, the answer key for the exam.

2. The explanatory session as stipulated in paragraph 1 will take place in Hasselt University buildings/online or at another location where the education activities of the programme component in question took place.
3. Before the date of announcement of the exam results, the students will be informed when the examiners, or persons designated by them, will be available after the announcement or proclamation to provide an explanation of the exam result obtained, without prejudice to the right of inspection referred to in paragraph 1.
4. Exam scripts (including pieces of work in the context of evaluations described in Art. 10.2 and 11.2 EELR) must be kept by the examiner at least until 1 February of the following academic year. In the case of extensive pieces of work (models, plans, etc.) it will be sufficient to keep photos, video recordings or other digital files, subject to the approval of the examination committee bureau. In the case of exams for which a student has submitted a formal complaint or about which the examination committee has met again in a special session, the exam script must be kept for five years.

#### **Article 15.5 Material errors regarding exam results**

##### Before or during the meeting of the examination committee bureau / examination committee

1. If a material error is discovered before the meeting of the examination committee bureau, the coordinating lecturer will notify the student administration of the correct exam result.
2. Material errors suspected or discovered during the meeting of the examination committee bureau will be rectified during the meeting if possible and with the approval of the coordinating lecturer. If this is not possible, paragraphs 3-4 apply.

##### After the meeting of the examination committee bureau/ examination committee

3. If a material error is suspected or discovered after a meeting of the examination committee bureau or, where applicable, the examination committee, this must be formally reported to the chair of the examination committee within a period of ten calendar days starting after the day on which the decision was made by the examination committee bureau, or where applicable the examination committee (*Higher Education Code Art. II.282*). Material errors to the disadvantage of students may be rectified at any time.
4. If a discovered error has no effect on a decision taken by the examination committee (bureau), it will be rectified by the examination committee (bureau), where necessary with the approval of the coordinating lecturer.

If the study progress decision concerns exam results that have already been communicated to the student, the coordinating lecturer will inform the chair of the examination committee of the proposed changes and also explain these changes. The student administration will then formally inform the student of the corrected exam results and all subsequent results via the student portal. If this involves a different type of study progress decision, the examination committee will formally communicate the change to the student via the student portal. The examination committee will be formally informed (via the bureau's report) by the examination committee bureau.

If a discovered error may affect a decision taken by the examination committee, the examination committee will take a decision within ten calendar days after submitting the formal report of the material error in accordance with paragraph 3.

## 16. Assessments: pass and degree

Art. 16.4, 16.5, 16.6, 16.7, 16.9, paragraph 1 and 16.10 EELR relate to students who are enrolled under a diploma contract or an exam contract with a view to obtaining a diploma or certificate.

### Article 16.1 Credit

*(Higher Education Code Art. II. 225, §1)*

1. A student may not waive a credit certificate.

### Article 16.2 Credit period of validity

*(Higher Education Code Art. II. 225, §2-4)*

1. Credit certificates remain valid indefinitely at the institution they were obtained in.
2. However, after five years have elapsed, if the examination committee bureau can demonstrate substantial differences between the competencies that the student acquired according to the credit certificate and the current intended competencies of a programme component, it may require the student to overcome these substantial differences by taking one or more programme components in full or in part. The aforementioned period of five years will be calculated from the first day of the October following the academic year in which the credit certificate was acquired.
3. In the event of a curriculum change, the credits already acquired will be validated within the new study programme. The necessary transitional measures will be taken for this purpose.

### Article 16.3 Calculation of percentage

1. The weighted percentage achieved for the entire programme or a part thereof (as in Art. 4.2, 4.4, 4.5 and 4.6) will be determined as follows:
  - the following formula will be used:

$$\text{weighted percentage} = \frac{\Sigma \text{ of all products of (exam result x credits)}}{20 \times \text{credits taken}} \times 100$$

- the exam results obtained for each programme component will be weighted according to the number of credits associated with it;
- the weighted percentage will be expressed as a whole number; for this purpose it will be rounded up if the first digit after the decimal point is at least 5, and in all other cases it will be rounded down;
- exemptions and non-numerical exam results will not be included in the calculation of the percentage.

### Article 16.4 Passing a Bachelor's programme deliberation package

1. In a Bachelor's programme, the academic programme of a student (enrolled under a diploma contract or under an exam contract with a view to obtaining a diploma) will give rise to two deliberation packages:
  - a first deliberation package consisting of the relevant programme components from the first Bachelor's year of the full-time standard academic programme for the relevant programme;
  - a second deliberation package consisting of the relevant programme components from the second and third Bachelor's years of the full-time standard academic programme for the relevant programme.The two deliberation packages together will cover the entire study programme (at least 180 credits).

2. A student will have passed the first deliberation package of a Bachelor's programme (described in paragraph 1) if he/she has obtained an exam result for each of its programme components, other than those for which he/she has exemptions, and satisfies one of the following conditions:
  - all exam results lead to credit certificates;
  - he/she obtains a maximum of two fail grades of 8 or 9 and the sum of the credits associated with these tolerable fail grades is a maximum of 12 credits(\*); moreover, he/she achieves a minimum of 54% (weighted) in the case of one fail grade and a minimum of 58% (weighted) in the case of two fail grades (*tolerance rule*).

(\* ) Calculated on a deliberation package of 60 credits. In the case of exemptions or a deliberation package of more or less than 60 credits, the credits admitted for tolerable fail grades will be calculated proportionally to the credits actually taken (rounding up from 0.5, and down in other cases).

The weighted percentage will be calculated as in Art. 4.1. 16.3 EELR.

3. A student will have passed the second deliberation package of a Bachelor's programme (described in paragraph 1) if he/she has obtained an exam result for each of its programme components, other than those for which he/she has exemptions, and satisfies one of the following conditions:
  - all exam results lead to a credit certificate;
  - he/she obtains fail grades no lower than 8 or 9 and the sum of the credits associated with these tolerable fail grades is no more than 12 credits(\*); moreover, he/she obtains a weighted percentage of at least 50% (*the tolerance rule*).

(\* ) Calculated on a deliberation package of 120 credits. In the case of exemptions or a deliberation package of more or less than 120 credits, the credits admitted for tolerable fail grades will be calculated proportionally to the credits actually taken, up to a maximum of 12 credits (rounding up from 0.5, and down in other cases).

The weighted percentage will be calculated as in Art. 4.1. 16.3 EELR.

### **Article 16.5 Passing a Bachelor's programme**

1. A student will have achieved a pass for a Bachelor's programme if he/she has passed the first and second deliberation packages of the Bachelor's programme as indicated in Art. 16.4 EELR.

### **Article 16.6 Passing a Master's programme**

1. A student will have achieved a pass for a Master's programme if he/she has obtained an exam result for each of its programme components, other than those for which he/she has exemptions, and satisfies one of the following conditions:
  - he/she obtains credit certificates for all programme components in his/her diploma contract;
  - he/she obtains fail grades no lower than 8 or 9 for any programme component in his/her diploma contract, and these tolerable fail grades are associated with a total of no more than 6 ECTS credits; moreover, he/she obtains a weighted percentage of at least 50% for the programme (*the tolerance rule*).

The tolerance credit in a Master's programme, regardless of whether it is a one-year or two-year programme, amounts to a maximum of 6 ECTS. The weighted percentage is calculated as in Art. 16.3 EELR.

In the event of exemptions, the allowed credits for tolerable failing grades are calculated proportionally based on the credits actually taken, limited by 6 ECTS (rounding up from 0.5, otherwise rounding down).

### **Article 16.7 Passing a bridging or preparatory programme**

1. A student will have achieved a pass for a bridging or preparatory programme if he/she has obtained an exam result for each of its programme components, other than those for which he/she has exemptions, and satisfies one of the following conditions:

- all exams lead to a credit certificate;
  - he/she obtains fail grades no lower than 8 or 9 and the sum of the credits associated with these tolerable fail grades is no more than 10% of the total number of credits actually taken; moreover, he/she obtains a weighted percentage of at least 50% (*the tolerance rule*). Rounding up from 0.5, and down in other cases.
2. A degree of distinction will not be assigned to a student who has passed a bridging or preparatory programme.

### **Article 16.8 Further details regarding passes**

1. The examination committee is authorised to deviate from the rules in Art. 16.4, Art. 16.5, Art. 16.6 and Art. 16.7 EELR. The examination committee may declare that a student has achieved a pass for the entire programme provided it can present valid reasons for doing so. The examination committee will test its final assessment against the objectives of the programme and any specialisation the student has undertaken within it through his/her choice of specific broadening or deepening options. For the provisions of this article to be applied, the student must at least have demonstrated that there are special personal or family circumstances and that the aforementioned objectives have been achieved. (*Higher Education Code Art. II.228 §1 and Art. II.231*).

If a student has not taken part in his/her mandatory remediation measures, the examination committee may take this into account when deliberating on the first deliberation package.

The deviation may not entail a stricter application of the tolerance rules.

2. The faculty may, on the advice of the EMT, exclude a limited number of programme components from tolerance; the student must therefore have passed such programme components. This will be stated in the study guide.
3. The fact that a student has achieved a pass for a programme overall does not mean that he/she will receive a credit certificate for those programme components which he/she has not passed (*Higher Education Code Art. II.228 §2, 229 and Art. II.231*).
4. If a student has achieved a pass for a programme, he/she will receive the diploma for that programme.

### **Article 16.9 Degree of distinction**

1. If a student has achieved a pass for a programme, his/her degree of distinction will be calculated as follows:
- distinction for a weighted percentage of 68% or higher
  - great distinction for a weighted percentage of 77% or higher
  - greatest distinction for a weighted percentage of 85 % or higher
  - greatest distinction with congratulations from the Examination Board for a weighted percentage of 90% or higher.

The weighted percentage is calculated as in Art. 16.3 EELR.

2. A student will not receive a degree of distinction if the study programme he/she has actually taken amounts to less than half of the total number of credits for the programme.
3. The examination committee is authorised in exceptional cases to deviate from the rules in Art. 16.9, paragraph 1 EELR, provided it can present valid reasons for doing so. The deviation may not entail a stricter application of the rules set out in Art. 16.9, paragraph 1 EELR.

## **17. Special circumstances**

### **Article 17.1 Early termination of an internship or practical programme component**

1. The bureau may decide to terminate an internship or a practical programme component early if a student has demonstrated through his/her behaviour that he/she is unsuited for the exercise of an occupation for which the programme being followed is providing training.
2. In this case, the student is not entitled to a second exam opportunity in accordance with Art. 12.2, paragraphs 1 and 4 EELR unless the obligations imposed in this respect have been satisfied. This decision must be substantiated in detail.

### **Article 17.2 Special provisions regarding Bachelor's and Master's theses and major projects**

1. The rules and in particular the assessment criteria will be stated in the details for each programme component in the study guide.
2. At the substantiated request of the student, the Bachelor's or Master's thesis in a Dutch-language programme may be written or defended in a language other than Dutch, with the approval of the supervisor and with the authorisation of the examination committee bureau, if this is justified by the added value for the student and the practicality of using this language for the topic of the Bachelor's or Master's thesis. If the Bachelor's or Master's thesis in a Dutch-language programme is written in a language other than Dutch, a summary in Dutch is mandatory.

### **Article 17.3 Special provisions regarding internships**

1. The rules and in particular the assessment criteria will be stated in the details for each programme component in the study guide.

### **Article 17.4 Special provisions regarding group assignments**

1. If a group assignment is included in the evaluation of a programme component, then in addition to the provisions of Art. 7.2 EELR, the evaluation criteria will be communicated to students in writing.  
If a group supervisor is assigned to each group of students, he/she will supervise the students in a process-oriented manner. He/she will regularly report to the relevant education team and provide immediate feedback to the members of the group.
2. Every group assignment will be assessed afterwards on the basis of the specified criteria. The examiner may differentiate and award an individual result, stating the reasons for doing so.

### **Article 17.5 Deadline for submission of pieces of work**

1. Unless the coordinating lecturer communicates a different sanction in advance in writing or electronically, the consequence of late submission of a piece of work will be that the student is given a grade of 0. If a student foresees for good reasons that he/she will not be able to hand in a piece of work on time, he/she must contact the coordinating lecturer before the specified date; the latter will set a new deadline for submission if appropriate.

### **Article 17.6 Students who can graduate in February by taking an early exam**

1. Students who are able in principle to complete their programme in February by taking an early exam must address a formal request to this effect to the chair of the examination committee via

their academic advisor before 30 November. A student may, with valid reasons, request a deviation from this deadline from the chair of the examination committee. The decision of the chair of the examination committee will be communicated to the student no later than 15 December.

Where appropriate, after consultation with the coordinating lecturer, exams may be arranged for programme components that are not usually examined in the previous exam period(s). The student will be automatically enrolled for these exams.

If a student fails to achieve a pass for the entire programme by February at the latest, the chair of the examination committee may allow him/her to make use of the second exam opportunity during the June/July exam period. The student must address a request to this effect to the chair of the examination committee via the academic advisor no later than 15 April. If permission is granted, the student will be automatically enrolled for these exams.

### **Article 17.7 Exams for non-programme education at a student's own or another institution**

1. If a student follows programme components that are organised by a programme other than the one for which he/she is enrolled, these programme components will follow the academic calendar, and in particular the exam periods indicated therein, of the organising programme.
2. If a student takes programme components at another domestic or foreign higher education institution, in accordance with the conditions set out in the education regulations, the examinations for these programme components will be taken at the time and place and under the conditions determined by the relevant institution.
3. If applicable, under the supervision of the examination committee bureau, the result of an exam taken at another higher education institution will be converted on the point scale stated in Art. 15.1, paragraph 4. In this case, the student will be informed of the conversion rules before his/her departure.
4. The examination committee may grant permission to students who have not obtained a credit certificate for a programme component followed at another foreign higher education institution to take an exam at Hasselt University in a subsequent exam period of the same academic year on a programme component determined as equivalent by the examination committee.

## **18. Irregularities**

### **Article 18.1 Discovery of irregularities**

1. If an irregularity is discovered during an exam, the examiner/invigilator will confiscate any disputed documents and resources, and the questions already answered will be noted. Pending further processing of the discovered irregularity, the student may continue to work on the exam in question and take any subsequent exams/evaluations.

If the student concerned refuses to cooperate with the confiscation of the disputed documents, the examiner/invigilator may decide to have the student immediately excluded from the exam in question.

The examiner/invigilator will submit a formal report on the facts to the chair of the examination committee no later than five working days after the fraud has been discovered, and hand over any disputed documents/resources confiscated. The chair will inform the relevant ombudsperson.

2. If an irregularity (including plagiarism) is discovered in the assessment of an exam script or of education and learning activities such as Bachelor's/Master's theses, internships, projects or work pieces, the examiner will submit a formal report on the facts to the chair of the examination committee and hand over the relevant items.

The chair will inform the authorised ombudsperson and the student concerned. Pending further processing of the discovered irregularity, the student may continue to work on the evaluation and exam series.

3. If an irregularity (including plagiarism) is established during the review of an exam copy or teaching and learning activities such as bachelor's/master's theses, internships, projects, or assignments, the coordinating responsible person shall formally report the facts to the Chair of the Examination Committee and submit the relevant documents.

### **Article 18.2 Procedure on the discovery of irregularities**

1. When an irregularity is reported, the Examination Committee Bureau invites the student to a hearing. The Examination Committee Bureau hears the student and the examiner or invigilator, jointly or separately, regarding the reported facts, in the presence of the Ombudsperson. The student may be assisted by counsel. The student and counsel may not submit conclusions or written defenses.
2. The Chair of the Examination Committee Bureau draws up a report of the hearing and adds this report to the file as initiated in accordance with Article 18.1 OER. The student has the right to inspect this file and receives a copy of the report upon request.
3. The examination committee bureau will decide whether or not there has been an irregularity.
4. If the examination committee bureau decides that an irregularity has not been established, the student may ask to take the exam again. Where appropriate, the chair of the examination committee bureau will determine the date of the exam after consulting with the student and the coordinating lecturer.
5. The student may initiate an internal appeal against the decision in Art. 18.3 EELR within a period of seven calendar days starting on the day after notification of the decision to the student.
6. If the chair of the examination committee bureau is a party to the dispute, he/she will be replaced by the vice chair of the examination committee bureau. If the vice chair of the examination committee bureau is a party to the dispute, he/she will be replaced by another member of the relevant examination committee. If the chair and vice chair of the examination committee bureau are parties to the dispute, the decision regarding the irregularity will be taken by the competent examination committee. The chair and vice chair concerned will not attend this meeting of the examination committee.

### **Article 18.3 Sanctions for irregularities**

1. If the examination committee bureau determines that there has been an irregularity, it will assess its seriousness. Depending on this assessment, the examination committee bureau may impose one of the following sanctions:
  - an adjusted grade for the exam; in the case of partial evaluations, an adjusted grade for the partial evaluation for which the irregularity was found;
  - 0 for the exam; in case of partial evaluations, 0 for the partial evaluation for which the irregularity was found or 0 for the entire programme component;
  - in the event that an irregularity occurs during the second exam opportunity, by way of derogation from Article 12.4, paragraph 2, decide that the mark obtained in the first exam opportunity will no longer be taken into account for the final assessment, even if this mark is higher.
  - no grades for any programme components in the period concerned, which in this case means that the relevant exam opportunity has been taken for these programme components; in the case of a first exam opportunity, however, the examination committee bureau may decide to retain the grade for certain programme components or parts thereof;
  - in the case of a first exam opportunity in an academic year, the annulment of the exam results already obtained and the exclusion of the student from taking the first exam opportunity for the programme components belonging to their enrolment for that academic year; the examination

committee bureau may, however, decide to retain the grade for certain programme components or parts thereof.

In addition, the examination committee bureau may exclude the student from taking the second exam opportunity.

2. The examination committee bureau will substantiate its decision in detail and formally communicate it to the student via the student portal within five calendar days following the deliberation.
3. In the event of very serious or repeated irregularities, the examination committee may propose to the rector that the student be immediately excluded and may refuse enrolment at the institution for the next academic year or for several academic years (for all study contracts). The decision on this matter will be formally communicated to the student via the student portal within ten calendar days after the deliberation.

## Legal position regulations

### 19. Internal appeals

#### Article 19.1: Internal appeals committee

1. The Board of Deans will form an internal appeals committee on the advice of the faculty boards. The term of office will be four years; mandates may be renewed.
2. The internal appeals committee will consist of a pool of 18 voting members: two tenured independent academic staff members per faculty and (interfaculty) school (with the exception of the School for Social Sciences), and with one tenured independent academic staff member for the School of Educational Studies, all with an academic post of at least 50%, and one external legal expert who will chair the committee. If the chair is not available, the oldest sitting committee member will act as deputy chair. A staff member of the central administrative offices will act as secretary (without voting rights).

The chair may exclude himself or members from handling an appeal if they are involved in the matter.

The appeals committee may only validly deliberate and take decisions if at least two voting members and the chair or his/her deputy are present.

#### Article 19.2 Study progress decisions

*(Higher Education Code Art. 1.3)*

1. A study progress decision is one of the following decisions:
  - a. examination decisions: any decision entailing a final assessment, whether or not resulting from deliberation, about a pass or fail for a programme component, for several programme/postgraduate programme components in a programme or for a programme/postgraduate programme in its entirety;
  - b. exam-related disciplinary decisions: any disciplinary measure imposed following exam irregularities;
  - c. the award of a certificate of aptitude, indicating that the student has achieved certain competencies based on previously acquired competencies or previously acquired qualifications;
  - d. the granting of an exemption, waiving the obligation to take an examination for a programme component or component of it;
  - e. decisions imposing bridging and/or preparatory programmes and specifying the required study load of such a programme;
  - f. the imposition of study progress monitoring measures, within the meaning of Art. II.246, §1 to §6, §8 and §9 of the Higher Education Code;
  - g. the refusal to include a particular programme component in a contract in which the student who is following an individual academic programme has not previously enrolled;
  - h. a decision concerning the equivalence of a foreign higher education diploma to a Flemish one, pursuant to Article II.256 of the Higher Education Code;
  - i. an individual decision concerning the refusal of enrolment based on an insufficient learning account balance or a learning account balance less than or equal to 0;
  - j. a decision on substantial differences in competencies if a equal certificate was acquired more than five years ago as stated in Art. 16.2, paragraph 2 EELR.

#### Article 19.3 Lodging an internal appeal

1. A student who believes that an unfavourable study progress decision (as described in Art. 19.2 EELR) constitutes a violation of the law may lodge an internal appeal, provided the decision in question has not been the subject of a previous appeal (*Higher Education Code Art.II.283*).

2. Any formal internal appeal must be submitted within a period of seven calendar days, commencing on:
  - in the case of an exam decision: the day after the proclamation/announcement;
  - in the case of a different study progress decision: the day after the student has been notified of the study progress decision.

If the seventh day of this period is a Saturday, Sunday or statutory public holiday, the period will be extended to the next working day on which the postal services are open.

3. The student will lodge an appeal with the chair of the appeals committee. This appeal will be formally submitted to the secretary of the appeals committee in accordance with Art. 19.3, paragraph 4 EELR. For administrative reasons, the student is requested also to give notice of the appeal to the email address [intern.beroep@uhasselt.be](mailto:intern.beroep@uhasselt.be).
4. The appeal will be submitted by registered letter on pain of inadmissibility. The date of the appeal will be the date of the registered letter's postmark. On pain of inadmissibility, it will include at least:
  - the name, correspondence address and signature of the student or his/her lawyer;
  - an indication of the decision against which the appeal is directed, with the addition of relevant documents where appropriate;
  - a description of the arguments on which the appeal is based.

The appeal will also be inadmissible if, prior to its submission, the contested study progress decision has already been the subject of an appeal in which a decision has already been made as to its admissibility or merits.

5. A student is expected to participate in the inspection and explanation in accordance with article 15.4 EELR before the student files an appeal against an exam result. If a student exceptionally does not receive inspection and explanation within the appeal period as determined in art. 19.3, paragraph 2 EELR, the student can file a conservatory appeal. The student provides further motivation for the objections invoked as soon as he has received inspection and explanation to the email address [intern.beroep@uhasselt.be](mailto:intern.beroep@uhasselt.be).

#### **Article 19.4 Handling of an internal appeal**

1. The secretary of the appeals committee will keep a file of every appeal received.
2. The internal appeals committee will decide on the admissibility and merits of the internal appeal. If the internal appeals committee is not competent, it may declare itself incompetent. The committee may hear the student before making a decision. In this case, the chair will convene the committee. The student will be invited by email at least 24 hours before the session at which he/she will be heard. If the student has been duly invited, but does not appear for the hearing, the committee may validly deliberate in the absence of the student. The student may be assisted or replaced by a person of his/her choice. If the student him-/herself is not present at the hearing and is replaced by a representative, this representative must be authorised in writing by the student, unless the representative is a lawyer. In addition, the committee may hear other parties involved.
3. If the appeal is inadmissible, the student will be formally notified by electronic means, together with an explanation of the reason for inadmissibility, within a period of 20 calendar days, starting the day after receipt of the registered letter.
4. The appeals committee will decide by a simple majority of votes. In the event of a tied vote, the chair will hold the casting vote. The internal appeal procedure may lead to:
  - a duly justified rejection of the appeal on the grounds that it is inadmissible or unfounded;
  - a new study progress decision by the appeal body.
5. The appeals committee will formally notify the student of its decision by electronic means, stating the options for appeal, within a period of 20 calendar days, starting the day after receipt of the registered letter.

6. After the possibility for internal appeal has been exhausted, the student may lodge an appeal with the Council for Disputes concerning Study Progress Decisions. This appeal must be submitted by secure mail (digitally via the counter, by registered letter or by deposit at the registry), signed on penalty of inadmissibility, no later than the seventh day after the day of notification of this decision. For further information and conditions, see [www.dbric.be/studievoortgangsbetwistingen/procedure/beroep-tegen-een-studievoortgangsbesluit-van-een-hogeschool-of-universiteit](http://www.dbric.be/studievoortgangsbetwistingen/procedure/beroep-tegen-een-studievoortgangsbesluit-van-een-hogeschool-of-universiteit). Appeals against a decision referred to in Art. 19.2 paragraph 1, h) EELR will be submitted to the Council within a period of 30 days, starting the day after notification of the final decision of the body authorised by or pursuant to decree and no later than the thirty-first day after the day of notification of the decision concerned. A copy of this letter must be sent by registered letter to the secretary of the internal appeals committee at the same time.
7. In the absence of a timely decision by the internal appeal body within the period referred to in paragraphs 3 and 5, any appeal must be lodged with the Board within the time limit of seven calendar days after the expiry of this time limit, unless the internal appeals committee informs the student by electronic means, before the expiry of its decision-making period, of the later date on which it will make a decision. In that case, the expiry period of seven calendar days for the appeal to the Board will start the day after that date.
8. If the seventh or, as the case may be, the thirtieth day of the period referred to in the fifth paragraph is a Saturday, Sunday or statutory public holiday, the period will be extended to the next working day on which the postal services are open.

## **20. Council for Disputes concerning Study Progress Decisions**

### **Article 20.1 Council for Disputes concerning Study Progress Decisions**

1. As an administrative court specific to education, the Council rules on appeals against study progress decisions. Before the student can lodge an appeal with the Council, he/she is obliged to lodge an internal appeal first.

## **21. Ombudspersons and academic advisors**

### **Article 21.1 Appointment of ombudspersons**

1. On the advice of the relevant EMT, the faculty board will appoint at least one ombudsperson for each programme/postgraduate programme at the start of the academic year (the same ombudsperson may be appointed for more than one programme). Members of the academic staff or staff members with relevant experience in educational matters may act as an ombudsperson. A deputy will also be appointed for each ombudsperson.
2. The rector will appoint a central ombudsperson.

### **Article 21.2 Ombudsperson's duties**

1. The ombudspersons will mediate in disputes between students and one or more members of staff. These disputes may be related to the application of the education and examination regulations and/or the legal status regulations of the student or to actions and situations that are perceived as unfair (*Higher Education Code Art. II.279*).

2. The ombudsperson is obliged to safeguard the confidential nature of discussions and conversations.
3. The ombudsperson for the programme/postgraduate programme will act as a contact person and mediator for education and exam-related problems.

The specific duties of the central and programme ombudspersons with regard to exams and study progress decisions are regulated in the examination regulations; see Art. 10.5, Art. 14.1, Art. 14.3 and Art. 18.1, Art. 18.2, Art. 18.3 and Art. 12.5 EELR.

The evaluation of the provision of education and the resolution of acute problems with regard to education will be undertaken in the first instance by the evaluation meeting (see Art. 1.5 of the education regulations). The ombudsperson may attend evaluation meetings.

4. The central or programme ombudsperson will not act as a mediator in disputes concerning programme components in which he/she is involved or if he/she is related to any of the parties involved (blood relative or family member to the third degree or cohabiting persons and their blood relatives or family members to the third degree). In this case, his/her deputy or, if necessary, a person designated by the dean will mediate.
5. For any other disputes in the context of paragraph 1 or for additional advice, students may contact the central ombudsperson.

Student representatives who believe that their rights are not being respected may also contact the central ombudsperson.

### **Article 21.3 Study coaches and academic advisors**

1. Every student has the right to meet a study coach or academic advisor: <https://www.uhasselt.be/en/info-for/current-students/guidance-and-support/academic-advising>.
2. If a student achieves a study outcome of less than 30% after his/her first exam, he/she will be invited to a study advice meeting by the study coach or academic advisor for the programme concerned.

## **22. Regulations**

### **Article 22.1 Regulations**

1. By registering at Hasselt University/tUL, the student accepts that he/she is subject to the regulations as stated at <https://www.uhasselt.be/en/info-for/current-students/lessons-and-exams/student-regulations-i-e-eel-and-internal-appeal>. These regulations may be supplemented with regulations at faculty or programme level.
2. In accordance with the disciplinary regulations, all students must behave in a responsible manner with regard to the environment, others and themselves. The university expects students who are preparing for a role in society to demonstrate self-discipline and a sense of responsibility during their studies. Students must therefore refrain from any action that is inconsistent with the principles and values on which the university is founded (<https://www.uhasselt.be/en/about-hasselt-university/civic-university%23anch-45e-uhasselt-a-civic-university#anch-onze-missie-visie-en-waarden>), or that jeopardises the orderly functioning of the university and its academic community.

In accordance with Art. 8 of the Disciplinary Regulations, any action by a student, as described in the previous paragraph and Art. 2 and 8 of the Disciplinary Regulations, which affects the implementation of the university's mission or which prevents the orderly provision of education, may give rise to the initiation of disciplinary proceedings and to the imposition of a disciplinary sanction in accordance with the provisions of these regulations. In accordance with Art. 4 to 7 of

the Disciplinary Regulations, the vice rector who conducts the preliminary investigation may impose a provisional disciplinary measure in the interest of the university. In accordance with Articles 12 and 13, the vice rector may also impose a disciplinary measure without referral to the disciplinary committee.

The disciplinary regulations for students can be found at <https://www.uhasselt.be/media/jcentw3b/tuchtreglement-engels.pdf>.

3. The participation regulations and code of conduct for student representatives can be found at <https://www.uhasselt.be/media/0gkfc4cg/studentenparticipatiereglement-en-gedragscode-uhasselt.pdf>.

## **23. Audio and video recordings of educational and evaluation activities**

### **Article 23.1 Audio and video recordings of educational and evaluation activities**

1. On the basis of its legitimate interest in organising blended education, Hasselt University reserves the right to record educational activities and to make them available simultaneously or subsequently to the students and teaching staff involved via the electronic learning environment for educational purposes. Students participating in these educational activities may appear in these recordings, which may be distributed within the electronic learning platform, if they come within range of the camera. At the latest at the start of the recording, the lecturer will inform the students that the educational activity is being recorded. As a rule, recordings are available for the duration of the academic year in which the student is enrolled for the programme component.
2. The student is not entitled to audio or video recordings of the educational activities or exams, unless a written agreement has been made with the coordinating lecturer for the programme component concerned prior to the recording. The recorded material may only be used for didactic purposes for the student him-/herself or, if permitted by the written agreement, the student group of the current academic year. Commercial use of audio or video recordings of educational activities is prohibited, as is the recording of exams or evaluations.

Students violating this provision may be sanctioned under the disciplinary regulations.

3. Under no circumstances may students multiply and distribute learning material (course texts, exercises, slides, class notes etc.) that has been made available to them by Hasselt University/tUL for a fee or free of charge in the context of their programme, with a view to obtaining commercial advantage for themselves or third parties.

Students are also not allowed to reproduce and use exam material (e.g. exams, answers to exam questions) that has been made available to them by Hasselt University/tUL for a fee or free of charge in the context of their programme, for purposes other than personal purposes.

Students violating this provision may be sanctioned under the disciplinary regulations.

4. A lecturer may make an audio and/or video recording of a student's digital or oral evaluation/exam. The lecturer's decision to make an audio/video recording will be binding for the student. This audio/video recording may only be used for the purpose of organising invigilation during the evaluation/exam as well as for evaluating the student.

The lecturer will inform the student no later than the start of the exam that an audio and/or video recording will be made. If an audio/video recording is made of a digital exam/evaluation, this will be kept by the lecturer during the retention period for an exam script as determined by Art. 15.4, paragraph 6 EELR. After this period, any audio/video recording of a digital exam/evaluation will be permanently deleted.

The absence of an audio/image recording or an incomplete recording will not mean that the digital evaluation/exam that has been taken is invalid.

## **24. Unacceptable behaviour**

### **Article 24.1 Unacceptable Behaviour Contact Point**

1. Any student may report undesirable/unacceptable behaviour by another person that violates his/her personal boundaries to the contact point via the email address [meldpunt@uhasselt.be](mailto:meldpunt@uhasselt.be) or on the Hasselt University website via the link <https://www.uhasselt.be/en/info-for/current-students/guidance-and-support/contact-point-unacceptable-behavior>.

## **25. Legal relationship – choice of forum**

### **Article 25.1 Legal relationship - choice of forum**

1. The legal relationship between the student and Hasselt University/tUL is governed by Belgian law. The courts of the judicial district of Limburg (Hasselt-Tongereren) have sole jurisdiction in the event of student disputes with Hasselt University/tUL, with the exception of the Study Progress Disputes Board.

## **26. Liability**

### **Article 26.1 Liability of UHasselt/tUL staff members or directors**

1. Students enter into an agreement with UHasselt/tUL with mutual rights and obligations, in accordance with art. 2 of the EELR. UHasselt/tUL engages auxiliary persons to execute this agreement, such as, but not limited to, staff members (both permanent employees and those who are bound by an employment contract, including staff members from the integration framework, as well as those who are bound by an equivalent agreement (including scholarship holders)) and persons recognized as guests by UHasselt/tUL. The student acknowledges and expressly accepts that the repair of damage caused by the non-fulfilment of a contractual obligation by the aforementioned auxiliary persons, can only constitute grounds for a contractual or non-contractual liability claim against UHasselt/tUL within the legal limits and not grounds for a non-contractual claim against an auxiliary person, even if the event that gave rise to the damage also constitutes an unlawful act.

## **27. Other matters**

### **Article 27. Other matters**

1. In cases not provided for by these education and examination regulations, with the exception of cases as referred to in paragraph 2 of this article, in the event of a dispute about the interpretation thereof or in the event of mistakes, a decision will be made by the vice rector for education.
2. After a decision by the Hasselt University Board of Governors that classifies a given situation as an 'institution-wide situation of force majeure with an impact on education and/or evaluations', the Hasselt University Day-to-Day Management Team will be authorised – after consulting with the Board of Deans – to announce the necessary institution-wide measures and/or guidelines with regard to education and evaluation matters in the interest of the functioning of the

institution and the equal treatment of students. This paragraph will cease to apply when the Hasselt University Board of Governors decides that the 'institution-wide situation of force majeure' has come to an end.

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### **ANNEX 1 Interuniversity EELR for postgraduate programme in innovative entrepreneurship**

1. Students enrolled on the postgraduate programme in innovative entrepreneurship will fall under the 'Examination regulations for interuniversity Master's programmes for which enrolment is possible at more than one university'. These examination regulations will be communicated to the students via the postgraduate programme website.
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### **ANNEX 2 Regulations concerning the rights to research results and rights to copyright works of Bachelor's and Master's students at Hasselt University, tUL and the partner institutions in a joint study programme**

#### **Chapter 1 Common provisions**

##### **Article 1 Scope**

1. Creative work produced by the student in the context of a programme at Hasselt University or at the transnational University of Limburg – Hasselt campus (hereinafter jointly referred to as 'The University') may take the form of (i) results from research and development, such as but not limited to a technical invention (hereinafter referred to as 'Research Results'), or (ii) works of literature or art within the meaning of Belgian copyright law, such as but not limited to the Bachelor's thesis and Master's thesis (hereinafter referred to as 'Copyright Work'). In the event that the student produces creative work in the context of a joint programme of Hasselt University and a partner institution, 'The University' should be understood as referring to Hasselt University/tUL and the partner institution.
2. These regulations are subject to applicable Belgian intellectual property legislation and govern the rights to Research Results and Copyright Work of students at The University in Bachelor's and Master's programmes and the associated bridging and preparatory programmes.
3. These regulations do not apply to PhD students.

##### **Article 2 Dispute resolution**

1. Disputes concerning the application of these regulations, including disputes concerning the holding of the rights to Research Results or Copyright Work and publications thereof, will be submitted to the dean, who will obtain legal advice from the Education Office in all cases. If the matter is extremely urgent, the dean may take provisional measures without obtaining prior advice, such as the suspension of a publication by The University. In such cases, a final

decision will be taken within a period of fourteen days at the most. This period will start on the day after the dean has been informed in writing about the dispute.

2. If the student or The University does not agree with the dean's decision, an appeal period will apply of seven calendar days from the day after written notification of the dean's decision. One of the two vice rectors of Hasselt University will hear the appeal and issue a decision within a period of fourteen days, starting from the written notification of the appeal.

### **Article 3 Alternative arrangements**

1. Chapters 2 and 3 of these regulations apply as general rules for the determination of rights to Research Results and Copyright Work for students of The University. The University and the student may always, in agreement with an external organisation or otherwise, determine alternative arrangements provided this is done in writing. In such cases, a student may not derive any rights from these regulations.

The alternative arrangements will be provided by the faculty concerned to the Education Office for information.

2. The specific templates will be used for internships and/or a Master's thesis.

## **Chapter 2 Rights to Copyright Work**

### **Article 4 Property rights**

1. The University applies the general principle that the rights to Copyright Work belong to the student who has produced the work.
2. If an external organisation or employee of The University is involved in financing or producing Copyright Work, a deviating allocation of the rights must be recorded in writing between the student, The University and the external organisation or employee, and details of this allocation must be provided to the Education Office in accordance with Article 3. In connection with internships and/or a Master's thesis, reference is made to the specific templates that must be used for this purpose.

### **Article 5 Rights of use**

1. The student grants The University a free, inalienable, non-exclusive right of use of the Copyright Work for education and research for the entire duration of the rights. This right of use commences as soon as the student submits his/her Copyright Work to The University, and includes at least the following rights:
  - The right to record and archive the Copyright Work for educational and research purposes in whole or in part on any media, including but not limited to digital online media, mentioning the name of the student;
  - The right to reproduce, publish and distribute the Copyright Work for educational and research purposes, including verification purposes, by electronic or other means, in whole or in part, in an unlimited number of copies and in any possible way, including – though not limited to – the use of the Copyright Work as teaching materials, the inclusion of the Copyright Work in a digital or non-digital database and the holding of a copy of the Copyright Work in the Hasselt University library and the library of the partner institution, mentioning the name of the student.
2. The aforementioned right of use for The University is always guaranteed by the student, even if the student proceeds to exploit his/her Copyright Work.

3. If the University wishes to publish a student's Copyright Work, he/she will be informed of this and may expressly oppose it, indicating the reasons for doing so.

4. If an external organisation or employee of The University is involved in financing or producing Copyright Work, a deviating allocation of this right of use must be recorded in writing between the student, The University and the external organisation or employee. In connection with internships and/or a Master's thesis, reference is made to the specific templates that must be used for this purpose.

#### **Article 6 Publication conditions**

1. The student may publish his/her Copyright Work or submit it for competitions, in whole or in part, provided he/she makes a prior agreement with the programme's coordinating lecturer on whether or not to mention the affiliation with The University, as well as the statement that the Copyright Work originated under the supervision of the coordinating lecturer/supervisor.
2. The student will comply in the event of publication with the regulations that apply within the subject field concerned.
3. The University has the right to oppose the full or partial publicisation, publication or other use by the student if (i) the Copyright Work concerned contains confidential information, or (ii) it may reasonably be described as necessary to do so in order to protect the rights of The University or of external organisations or employees involved within the meaning of Article 4 of this chapter, in particular with respect to – but not limited to – intellectual rights. In such cases, the student has the right to publish or arrange for the publication of a summary of the Copyright Work without mentioning any confidential information.
4. If an external organisation or employee of The University is involved in financing or producing Copyright Work, the publication conditions must be recorded in writing between the student, The University and the external organisation or employee. In connection with internships and/or a Master's thesis, reference is made to the specific templates that must be used for this purpose.

### **Chapter 3 Rights to Research Results**

#### **Article 7 Property rights**

1. The University applies the general principle that the rights to Research Results that the student produces in the context of his/her programme belong to the student.
2. The student will inform his/her supervisor spontaneously and immediately, at the latest before any form of publication, of any Research Results that he/she produces, and will provide The University with full details thereof via the programme's coordinating lecturer, including all reliable documentation and all necessary technical, additional and substantive explanations.
3. If an external organisation or employee of The University is involved in financing or producing Research Results, a deviating allocation of these rights must be recorded in writing between the student, The University and the external organisation or employee. In connection with internships and/or a Master's thesis, reference is made to the specific templates that must be used for this purpose.

#### **Article 8 Rights of use**

1. The student grants The University a free, inalienable, non-exclusive right of use for education and research from the moment of production of the Research Results and for the entire duration of the rights.

2. The aforementioned right of use for The University is always guaranteed by the student, even if the student proceeds to exploit his/her Research Results.
3. If an external organisation or employee of The University is involved in financing or producing Research Results, a deviating allocation of this right of use must be recorded in writing between the student, The University and the external organisation or employee. In connection with internships and/or a Master's thesis, reference is made to the specific templates that must be used for this purpose.

#### **Article 9 Exploitation rights**

1. The student may exploit his/her Research Results that originate in the context of a study programme at The University. In such cases, the student must seek permission prior to such exploitation, via the programme's coordinating lecturer, to mention the affiliation with The University and/or the statement that the Research Results came about under the supervision of the coordinating lecturer.

The student will comply with the regulations that apply within the subject field concerned.

2. The University has the right to oppose exploitation, if (i) the Research Results concerned contain confidential information, or (ii) it may reasonably be described as necessary to do so in order to protect the rights of The University or of external organisations or employees involved, in particular with respect to – but not limited to – protection of intellectual rights.
3. If an external organisation or employee of The University is involved in financing or producing Research Results, the exploitation conditions must be recorded in writing between the student, The University and the external organisation or employee.
4. In connection with internships and/or a Master's thesis, reference is made to the specific templates that must be used for this purpose.

#### **Chapter 4 Entry into force and termination clause**

##### **Article 10**

1. These regulations enter into force with effect from the academic year 2018-2019.
2. These regulations replace all existing faculty provisions regarding copyright and rights to Research Results.

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### **ANNEX 3. Code of Conduct Transgressive Behaviour**

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#### **Vision of Transgressive Behavior (GOG) Hasselt University**

Hasselt University wants to create a safe and inclusive learning, living, and working environment for its students, staff, and visitors. Its policies focus on a positive attitude towards diversity and inclusion

and open communication where boundaries are indicated and respected. Hasselt University does not tolerate discrimination, abuse of power, and other transgressive behavior. Should transgressive behavior occur, Hasselt University strives for a transparent and precise framework for the parties involved.

A legislative framework for Transgressive Behaviour higher education is provided by [The Decree on Transgressive Behaviour in Higher Education](#). Hasselt University uses the following definition of transgressive behavior based on the definition in the decree: *'When another person's behavior crosses your personal boundary, we speak of undesirable or transgressive behavior. Whether behavior is acceptable or not is in itself a subjective matter. What is acceptable behavior for one person is not necessarily so for another. Cultural and societal norms can affect what behaviors are or are not sufficient. Transgressive behavior can include abuse of power, bullying, discrimination, crossing cultural boundaries, unwanted sexual behavior, and violence (psychological, physical, verbal or sexual).*

Hasselt University strives for a learning, living, and working environment in which:

- Students, staff, and visitors can feel valued and accepted and can (further) develop mutual trust.
- Discriminatory and transgressive behavior (physical, verbal, psychological, sexual), consciously or unconsciously, is not accepted.
- Actively (co-)working on a resilient and reflective climate to (further) learn to deal with their own boundaries and the boundaries of others and to communicate about them.
- Everyone is allowed to be themselves and feel respectfully approached and accepted for their uniqueness.
- Everyone experiences the safety to talk about transgressive behavior in all its forms: addressing when one witness, discussing when one is addressed for (un)conscious transgressive behavior, offering help to victims, signaling to the environment, etc.
- We work together to strengthen a culture of caring and well-being of all involved within Hasselt University, from which people are encouraged to make choices with integrity, as described below.

#### **Code of Conduct on Transgressive Behavior<sup>2</sup>**

The code of conduct stems from Hasselt University's [mission and vision](#). The code of conduct of GOG Hasselt University is linked to the ongoing policy plans within Hasselt University Education and Inclusion.

In cooperation with Hasselt University, active collaboration is expected from the student, staff member, or visitor to ensure a safe and inclusive learning, living, and working environment for all. This translates into the following.

#### **Code of Conduct on Transgressive Conduct:**

- We help **build a** University where we approach each other with a **curious, respectful, and open attitude**. We embrace and value difference and are committed to approaching it with curiosity and respect for the other person.
- We create **speaking space** for each other so everyone feels safe to engage, develop, and differ.
- Each person is different; we expect to learn to **know** our and each other's **boundaries** and (learn to) adapt to and (**respect**) them.
- We treat each other with care and respect each other's boundaries. There is no room for transgressive and discriminatory behavior. As **active bystanders**, we address others when we notice this behavior, dare to talk about it when we experience it ourselves, or when we (doubt that we) have crossed someone else's boundaries ourselves.
- We treat each other **respectfully** in person, through email, online, and... in short, through **all communication channels**.
- Everyone at Hasselt University has a **responsibility to develop knowledge about and sensitivity to behavior that cannot be tolerated**. Every report, every appeal, and every (unintentional) expression of boundary transgression is taken seriously and dealt with by including it in the curriculum as a learning opportunity by involving the competent services,

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<sup>2</sup> 'We' in the code of conduct stands for Hasselt University and all its staff, students, and visitors. The code of conduct applies to them.

.... Specifically for authority figures; we expect awareness about the possession of power and the implications associated with this aspect of their role.

- We adhere to applicable laws, regulations, internal rules, and charters at Hasselt University.<sup>2</sup>

As a University, we are responsible to:

- provide reporters with a **low-threshold, accessible contact point**<sup>3</sup> where any question or report of transgressive behavior is taken seriously, treated with due care in a confidential setting, and where further steps can be taken (with the explicit consent/agreement of reporter/associated persons, or ex officio by the confidential advisor under the conditions stipulated in [the decree](#)).
- invest in prevention to prevent transgressive behavior in all its forms. Among other things, by working on **inclusion, diversity, clear communication, and training**.
- in case of transgressive behavior, take action through appropriate follow-up steps ranging from raising awareness to starting (internal) procedures..

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## ANNEX 4. Provisions on postgraduate programmes and micro-credentials

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### Article 1. Scope

1. These provisions apply to postgraduate programmes and micro-credentials offered by Hasselt University/tUL within the framework of lifelong learning, unless a statutory or decree provision stipulates otherwise or unless expressly deviated from by written agreement. All bachelor's and master's programs organised (or co-organised) by UHasselt are excluded from this scope.

2. Hasselt University/tUL reserves the right to amend this annex without the participant being entitled to any compensation.

3. Hasselt University is responsible for the execution of the lifelong learning activities, including those that may be organised by tUL. In what follows, only Hasselt University is mentioned, which assumes the executive tasks of tUL.

4. These provisions are communicated upon registration for the purchase made, which every participant receives. They are also available on the Hasselt University Lifelong Learning webpage <https://www.uhasselt.be/levenslangleren>.

5. By registering, the participant declares to have read and agreed to these specific conditions.

### Article 2. Admission Requirements

1. Admission to a postgraduate programme/micro-credential may be made conditional upon specific admission requirements regarding prior knowledge, experience, or motivation necessary to successfully complete the postgraduate programme/micro-credential. These conditions are specified per postgraduate programme/micro-credential and made known via the webpage of the relevant activity.

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<sup>3</sup> Students:

<https://www.uhasselt.be/en/info-for/current-students/guidance-and-support/contact-point-unacceptable-behavior>

Staff:

<https://www.uhasselt.be/en/info-for/current-students/guidance-and-support/contact-point-unacceptable-behavior>

2. In that case, Hasselt University/tUL organises an admission procedure, the details of which are communicated via the relevant webpage. Candidate participants must meet the conditions and be selected to be admitted to the relevant postgraduate programme/micro-credential.

### **Article 3. Registration**

1. Hasselt University offers the participant the opportunity to register via the webpage of the postgraduate programme/micro-credential. The participant cannot register in any other way.
2. Unless otherwise stated on the webpage of the postgraduate programme/micro-credential, participants may register up to and including the 7th calendar day before the start of the postgraduate programme/micro-credential. Registrations after this date may be refused.
3. Registration and admission are confirmed by a registration certificate.

### **Article 4. Tuition fees, purchase and payment conditions**

1. The relevant Academies of Hasselt University determine the tuition fees for the postgraduate programmes/micro-credentials.
2. Once a participant is enrolled, the tuition fee for the relevant activity may no longer be increased, provided that the participant completes this activity without interruption.
3. Payment is made in accordance with the guidelines stated on the relevant invoice, unless a longer duration is permitted for the relevant activity.
4. Hasselt University is entitled to deny participants access to the sessions and, where applicable, to withhold examination rights if they do not pay the purchase (the tuition fee and any other costs of the postgraduate programme/micro-credential) on time.
5. Payment is made by bank transfer with a structured reference. The purchase may be paid for by a third party (either a natural person or a legal entity) provided that the participant submits the necessary details of this third party, such as contact details and VAT number, to Hasselt University in a timely manner. In such a case, however, the participant remains personally liable for the payment of the entire purchase. In the event of (partial) non-payment by the aforementioned third party, Hasselt University reserves the right to claim payment directly from the participant.
6. Depending on the purchase amount, payment of the purchase may be made in multiple installments if this is permitted within the postgraduate programme/micro-credential. Further information regarding this can be obtained from the contact person for the relevant postgraduate programme/micro-credential.
7. If the payment obligation is not met, Hasselt University may issue a written reminder. If no response is given within the stipulated period, the outstanding amount will automatically be increased by default interest and a flat fee. The default interest may not exceed the reference interest rate plus eight (8) percentage points (in accordance with Article 5, paragraph 2, of the Law of 2 August 2002 on combating late payments in commercial transactions). If no deviating communication was made via the website, the flat fee amounts to
  - twenty (20) euros if the outstanding balance is less than or equal to one hundred and fifty (150) euros;
  - thirty (30) euros plus ten (10) % of the amount due on the tranche between one hundred and fifty and one cent (150.01) and five hundred (500) euros if the outstanding balance is between one hundred and fifty and one cent (150.01) and five hundred (500) euros;
  - sixty-five (65) euros plus five (5) % of the amount due on the tranche above 500 euros with a maximum of two thousand (2,000) euros if the outstanding balance is higher than five hundred (500) euros.

### **Article 5. Cancellation or modification of the registration by the participant**

1. The participant may modify or cancel his/her registration by email. This modification or cancellation must be addressed to the organiser whose email address is stated on the invoice. Modification or cancellation is only final when confirmed by the organiser.
2. In the event of cancellation of registration up to 7 calendar days before the start of the postgraduate programme/micro-credential, Hasselt University will retain an amount of 10% of the tuition fee, with a minimum of 50 euros, as compensation for administrative costs. The remaining amount will be refunded to the account number provided when paying the tuition fee. If this cancellation is due to force majeure, such as serious and prolonged illness, Hasselt University will retain an amount of 10% of the tuition fee, with a minimum of 50 euros, as compensation for administrative costs. The remaining amount will be refunded pro rata, depending on the services already received.

### **Article 6. Cancellation or modification of the postgraduate programme/micro-credential activity by Hasselt University/tUL**

1. Hasselt University may cancel a postgraduate programme/micro-credential in the event of force majeure, including cases where there are insufficient registrations or the lecturer(s) is (are) unavailable. If this occurs, the participant is entitled to a full refund of the purchase already paid. However, the participant is not entitled to compensation.
2. Hasselt University may change the time, date, and location (outside the Hasselt – Diepenbeek domain) prior to the start of a postgraduate programme/micro-credential. If this occurs, the participant has the right to cancel the registration free of charge within fourteen (14) days after notification of the change by email (listed in the contact details on the programme website). In the event of free cancellation, any tuition fees already paid for the relevant session(s) will be refunded. However, the participant is not entitled to compensation. If the participant does not respond in writing within the aforementioned period, the participant shall be deemed to have irrevocably accepted the announced change.

### **Article 7. Calendar**

1. The teaching and examination periods and the holidays for postgraduate programmes and micro-credentials are set out in the calendars which can be consulted per initiative at <https://www.uhasselt.be/levenslangleren>.

### **Article 8. Examinations and examination opportunities**

1. In principle, a participant is entitled to two examination opportunities during an academic year for all components of a postgraduate programme or a micro-credential for which he or she is validly enrolled.
2. If the nature of a component does not permit it to be examined twice during the same academic year, the right referred to in paragraph 1 cannot be exercised during the same academic year. In that case, the participant may re-enroll for the component in question in a subsequent academic year. The Lifelong Learning Management Team (LMT) decides for which components this applies. This is stated in the study guide.
3. Participation in an examination may be subject to conditions regarding sufficient attendance at certain teaching and learning activities. The Academy will determine, on the advice of the LMT, for which courses such conditions apply. This is included in the study guide.

If the participant is required to take a digital exam on their own device (often a laptop) where the use of software or a tool is mandated to create a secure exam environment, the participant must test the software/tool in advance on the device they will use to take the exam. The participant must do this in accordance with the instructions provided for this purpose and before each exam period.

5. During an evaluation, participants must always be able to identify themselves by means of their identity card and/or another official proof of identity. They must present this proof to the examiner or supervisor upon their first request.
4. If a participant has not passed a postgraduate exam or a micro-credential after the first exam opportunity and wishes to make use of the second exam opportunity, they are obliged to register for the second exam opportunity for the components for which an insufficient grade was obtained during the first exam opportunity. A participant may register for the second exam opportunity from July 11 to August 8 inclusive. Participants who have not registered for the second examination opportunity by August 8 at the latest cannot participate in the second examination opportunity of a course unit and will receive an A 'unjustified absence' as the final result for this examination opportunity.

### **Article 9. Obtaining a postgraduate programme/micro-credential**

1. A participant obtains the relevant postgraduate programme/micro-credential if he has passed all components (course unit, module, or other as indicated per postgraduate programme/micro-credential) belonging to the postgraduate degree/micro-credential, subject to any exemptions. In exceptional cases, the examination board of a postgraduate programme/micro-credential may deviate positively from this zero tolerance.
2. If a participant has passed a postgraduate programme or a micro-credential, he obtains the certificate of the postgraduate degree or of the micro-credential.
3. If the postgraduate programme/micro-credential uses a weighted percentage, this is calculated as follows:

- the formula used is:

weighted percentage =

$$\frac{\sum \text{of all products of (exam result x ECTS)}}{20 \times \text{enrolled ECTS}} \times 100$$

- the exam results obtained for each (course) component are weighted according to the number of credits associated with it;
  - the weighted percentage is expressed as a whole number; to this end, it is rounded up if the first digit after the decimal point is at least 5; otherwise, it is rounded down;
  - exemptions, as well as non-numerical exam results, are not included in the calculation of the percentage.
4. If the weighted percentage is used, the grade as described in Art. 16.9 EELR may also be applied.

### **Article 10. Lifelong Learning Examination Committee (LEC)**

1. A Lifelong Learning Examination Committee (LEC) is established for a postgraduate programme or micro-credential. The composition of this LEC may deviate from the provisions in the Academic Structure Regulations. This LEC consists of at least three members for a postgraduate programme

or a micro-credential of 20 ECTS or more. For micro-credentials of less than 20 ECTS, the examination committee comprises at least one member. The members hold at least a teaching assignment in the postgraduate programme/micro-credential. In exceptional cases, the Academy may grant deviations. The composition of this LEC is communicated via the Lifelong Learning website.

2. The LEC has the following powers:
  - a. The powers as described in Art. 16.8, paragraph 1 EELR and Art. 16.9, paragraph 3.
  - b. To rule on the procedure regarding irregularities as referred to in Articles 18.1-18.3 EELR. For micro-credentials under 20 ECTS, the Academy fulfills this role.
  - c. After each examination period, the LEC reviews the examination results as communicated by the coordinating supervisors and verifies their accuracy and, where applicable, the correct application of the rules regarding the grade of merit.
  - d. For granting (additional) facilities as stipulated in Art. 4.6, paragraph 2 of the EELR and for making decisions in cases of force majeure as stipulated in Art. 10.1, paragraph 3 and 11.3 of the EELR. It also makes decisions regarding examinations at another institution in accordance with Art. 17.7 and Art. 7.4 of the EELR.
  - e. The LEC may conduct an admissions assessment as stipulated in Art. 1.12 of the EELR. It also decides on the granting of exemptions in accordance with Art. 5.1 and 5.2 of the EELR and on any deviation from a preparatory programme.
  - f. The LEC decides on force majeure as referred to in Art. 12.3 EELR
  - g. The LEC may decide to terminate the internship or a practical training component prematurely, as stipulated in Art. 17.1 EELR.

#### **Article 11. Lifelong Learning Management Team (LMT)**

1. For each postgraduate programme and each micro-credential of 20 ECTS or more, an LMT shall be established, comprising at least two members and a maximum of five members. For a micro-credential under 20 ECTS, the LMT shall comprise at least one (1) member. These members shall have at least a teaching assignment in the postgraduate programme or the micro-credential, or a strong affinity with the postgraduate programme or the micro-credential. The composition of the LMT shall be communicated via the Lifelong Learning website.
2. Within a general policy framework, an LMT shall have at least the following powers and responsibilities:
  - a. quality assurance and improvement of the LLL activity;
  - b. mapping the needs for educational professionalisation/support;
  - c. outlining the profile of the postgraduate programme/micro-credential;
  - d. preparing curriculum developments and changes;
  - e. the monitoring of the practical organization of the postgraduate programme/micro-credential (including examinations);
  - f. mapping out the desirable staffing to realize the intended postgraduate programme/micro-credential;
  - g. consulting with the professional field at least once a year.
3. The LMT reports to and advises the competent Academy.

#### **Article 12. Termination of postgraduate programme/micro-credential**

1. In the event of termination of the postgraduate programme or micro-credential, the organizer shall take the necessary steps to ensure that the participants can complete the postgraduate programme/micro-credential within the current academic year, and provide for a transitional measure for the following academic year.

### **Article 13. No transfer of intellectual rights**

1. Participation in the postgraduate programme/micro-credential does not in any way confer on the participant the right to acquire or distribute the content of the postgraduate programme/micro-credential and the materials used. All intellectual rights vested in the content of the postgraduate programme/micro-credential shall remain the exclusive property of the lecturer(s) and/or Hasselt University.

### **Article 14. Privacy**

1. Hasselt University undertakes to comply with Regulation (EU 2016/679) of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC. If required for the provision of services, employees of Hasselt University will be granted access to data and/or materials of the Client that the Client expressly designates as confidential (hereinafter referred to as "confidential information"). Hasselt University undertakes to treat this confidential information with strict confidentiality and to use it exclusively within the framework of this service provision. To this end, it takes all necessary measures.

### **Article 15. Other EELR provisions applicable to postgraduate programmes and micro-credentials**

1. Without prejudice to the provisions in this Annex, these articles also continue to apply to participants of postgraduate programmes and micro-credentials:
  - a. art. 1.3 EELR
  - b. art. 1.12 EELR
  - c. art. 2.1 EELR
  - d. art. 3.2, paragraph 2 EELR
  - e. art. 3.3, paragraphs 1-2 and paragraph 4 EELR
  - f. art. 3.7 EELR
  - g. art. 4.2 EELR, but only if the participant has a combination of education and postgraduate or micro-credential
  - h. art. 4.6 EELR
  - i. art. 6.2, paragraphs 3-4 EELR
  - j. art. 6.3 EELR
  - k. art. 6.6 EER
  - l. artt. 7.1-7.3 EELR
  - m. art. 9.1 EELR
  - n. artt. 10.1-10.5 EELR
  - o. art. 11.2 OER whereby the LEC exercises the authority of the examination committee as determined in art. 11.2, paragraph 2 EELR.
  - p. art. 11.3 OER whereby the LEC exercises the authority of the examination committee or OMT as determined in art. 11.3 EELR.
  - q. art. 12.3 OER whereby the LEC exercises the authority of the examination committee as determined in art. 12.3, paragraph 3 EELR.
  - r. artt. 12.4-12.5 EELR
  - s. art. 13.1 EELR
  - t. art. 15.1 EELR, whereby the LEC exercises the authority of the examination committee as determined in art. 15.1, paragraph 2 EELR.
  - u. art. 15.2 EELR
  - v. art. 15.4 EELR
  - w. art. 15.5 EELR
  - x. artt. 16.1- 16.2 EELR
  - y. artt. 17.3-17.5 EELR
  - z. artt. 18.1-18.3 EELR
  - aa. artt. 19.1-27.1 EELR (Legal Positions Regulations)





**UHASSELT**

KNOWLEDGE IN ACTION

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