

AGREEMENT of CANDIDATES

Retain for reference throughout your application and examination process.

CANDIDATE TO RETAIN FOR REFERENCE

I hereby apply to the ARRT for certification and registration in the discipline of radiologic technology indicated elsewhere on this application in accordance with and subject to the ARRT Rules and Regulations. I certify that I have read and understood the ARRT Standards of Ethics and the ARRT Rules and Regulations which are included as appendices to the current Certification & Registration Handbook and which are available on the ARRT website.

By signing this document and filing it with the ARRT, I understand and agree that:

- I am and at all times material have been in compliance with the ARRT Standards of Ethics;
- the ARRT may confirm the information contained in the application and may also request information relating to my education, training, employment, and personal history;
- the ARRT may, in the exercise of its discretion, conduct a criminal background check through an examination of public records;
- I am legally bound by and will abide by all the terms and conditions of this Application and Agreement and the ARRT Rules and Regulations and ARRT Standards of Ethics; and
- upon the issuance of a certificate to me, I shall become bound by the ARRT By-Laws
 and shall remain bound by the ARRT Rules and Regulations and ARRT Standards of Ethics,
 including, without limitation, provisions thereof pertaining to the denial or rejection of an
 application for renewal of certification and registration, the revocation or suspension of
 certification and registration, and the censure of a registrant.

I hereby certify that:

- the information given in this application is true, correct, and complete;
- $\bullet\,$ any photographs enclosed are recent photographs of me; and
- I have read and accept the terms and conditions set forth in the ARRT Rules and Regulations and ARRT Standards of Ethics.

I understand and agree that:

eligibility for the ARRT's certification and registration is determined by the ARRT and
that each examination will be supervised by persons who are responsible to and are
empowered by the ARRT to ensure that the examination is conducted ethically and in
accordance with the ARRT Rules and Regulations.

I understand and agree that:

- any misrepresentation in this application or in any other document or other information
 I submit to the ARRT (including the verification of my identity when I submit this
 application and when I participate in the examination); and/or
- any offer of financial benefit to a Trustee, officer, employee, proctor, or other agent or representative of the ARRT in order to obtain a right, privilege, or benefit not usually granted by the ARRT to similarly situated candidates; and/or
- disclosing examination information using language that is substantially similar to that
 used in questions and/or answers from ARRT examinations when such information is
 gained as a direct result of having been an examinee or having communicated with
 an examinee; this includes, but is not limited to, disclosures to students in educational
 programs, graduates of educational programs, educators, or anyone else involved in the
 preparation of candidates to sit for the examinations; and/or
- receiving examination information that uses language that is substantially similar to that
 used in questions and/or answers on ARRT examinations from an examinee, whether
 requested or not; and/or

- copying, publishing, reconstructing (whether by memory or otherwise), reproducing
 or transmitting any portion of examination materials by any means, verbal or written,
 electronic or mechanical, without the prior express written permission of ARRT or using
 professional, paid, or repeat examination takers or any other individual for the purpose
 of reconstructing any portion of examination materials; and/or
- using or purporting to use any portion of examination materials which were obtained improperly or without authorization for the purpose of instructing or preparing any candidate for examination or certification and registration; and/or
- selling or offering to sell, buying or offering to buy, or distributing or offering to distribute any portion of examination materials without authorization; and/or
- removing or attempting to remove examination materials from an examination room, or having unauthorized possession of any portion of or information concerning a future, current, or previously administered examination of ARRT; and/or
- disclosing what purports to be, or what you claim to be, or under all circumstances is likely to be understood by the recipient as, any portion of or 'inside' information concerning any portion of a future, current, or previously administered examination of ARRT; and/or
- communicating with another individual during administration of the examination for the
 purpose of giving or receiving help in answering examination questions, copying another
 candidate's answers, permitting another candidate to copy one's answers, or possessing
 unauthorized materials including, but not limited to notes; and/or
- impersonating a candidate or permitting an impersonator to take or attempt to take the examination on one's own behalf; and/or
- using any other means that potentially alters the results of the examination such that the
 results may not accurately represent the professional knowledge base of a candidate; will
 be reported to the ARRT and will constitute grounds for the ARRT to:
- bar me permanently from all future examinations; and/or
- terminate my participation in the examination; and/or
- invalidate the results of my examination and any prior examinations; and/or
- withhold my scores or certification and registration; and/or
- revoke or suspend my certification and registration; and/or
- deny or reject my application for renewal of certification and registration or otherwise refuse to renew my certification and registration; and/or
- censure me; and/or
- sue me for damages and civil remedies; and/or
- pursue prosecution of me for any conduct that constitutes a criminal or civil violation;
 and/or
- take any other appropriate action; and that the ARRT's decision on any such matter is final.

I also understand and agree that:

the ARRT may withhold my scores and may require me to retake one or more portions
of an examination if the ARRT is presented with evidence demonstrating to the ARRT,
in its sole discretion, that the security of those portions of the examination has been
compromised, notwithstanding the absence of any evidence of my personal involvement
in the compromising activities;

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- the examination and related materials utilized in the ARRT's examinations are copyrighted as the sole property of the ARRT and must not be removed from the test area or reproduced in any way, and that reproduction of copyrighted material, in whole or in part, is a federal offense and may subject me to the sanctions listed above;
- subverting or attempting to subvert the examination process may be a violation of applicable state law and may subject me to the sanctions listed above; and
- the decision as to whether my scores and other performances on the ARRT's examinations qualify me for certification and registration rests solely and exclusively in the ARRT, and that its decision is final.

I understand that if I am certified and registered by the ARRT and/or if the certification and registration is renewed by the ARRT, the ARRT may issue to me one or more forms of printed certificate or card to evidence such certification and registration.

I understand and agree that:

- each such form of printed certificate or card remains the property of the ARRT and shall be returned to the ARRT upon its request;
- I may indicate my certification and registration by the ARRT by: (a) displaying any such certificate or card in my place of practice as a radiologic technologist; and (b) a factual statement on stationery, in advertisements, in resumes, biographical sketches, and the like, using the name of the ARRT or a recognizable abbreviation of the name; and the name of the ARRT and the logo of the ARRT shall not be used by me on any other certificate or material displayed, prepared, or distributed by or for me or on any other sign or display used by or for me, without the ARRT's prior written permission.

I hereby waive and release, and shall indemnify and hold harmless, the ARRT and its Board of Trustees, members, officers, committee members, employees, and agents from, against, and with respect to any and all claims, losses, costs, expenses, damages, and judgments (including reasonable attorney fees) that arise or are alleged to have arisen, from, out of, with respect to, or in connection with any action which they, or any of them, take or fail to take as a result of or in connection with this application, any examination conducted by the

ARRT which I apply to take or take, the score or scores given me on the examination, and, if applicable, the failure of the ARRT to issue to me a certificate or to renew the certification and registration previously issued to me, the ARRT's revocation of any certification and registration previously issued to me, or the ARRT's notification of legitimately interested persons of such actions taken by the ARRT. This release does not purport to and does not release the ARRT for any actions arising out of willful, wanton, or intentional misconduct.

I understand and agree that in the event of my breach of or default in any provision of this Application and Agreement in any respect whatsoever, the ARRT shall have the right, in its absolute discretion, to revoke or suspend any certification and registration issued to me, refuse to issue to me any certificate or renewal of the certification and registration thereof, censure me, and/or cancel my certification and registration with the ARRT, and to provide information regarding such circumstances to all legitimately interested persons without restriction.

I hereby authorize the ARRT to release the results of my examination to appropriate state agencies for credentialing purposes. I also authorize the ARRT to identify me and to report the fact of my certification and registration or non-certification and registration to prospective employers, universities, colleges, schools; federal, state, and local agencies; hospitals, health departments, and similar organizations and agencies.

I hereby authorize the ARRT to release the results of any final actions taken regarding my eligibility for certification and registration under the ARRT Standards of Ethics.

Governing Law, Jurisdiction and Venue: I understand and agree that this Agreement and my entire relationship with ARRT is and shall be governed by the law of the State of Minnesota (except for its choice of law provisions). Without limiting the foregoing, I agree that I shall abide by the Minnesota statute relating to certifying examination subversion (Minnesota Statutes Section 604.19) and that the provisions of that statute are made a part of this Agreement as if fully set forth herein. I understand that I may download a copy of the statute from the ARRT website, or that ARRT will send a copy to me if I make a request in writing. I hereby agree that any lawsuits between the ARRT and me must be filed in the courts of the State of Minnesota located in Hennepin County or Ramsey County, Minnesota or in the United States District Court for the District of Minnesota. I submit to the jurisdiction of said courts for the purposes of any lawsuit with ARRT and agree that jurisdiction and venue are proper in said courts.