



THE AMERICAN REGISTRY  
OF RADIOLOGIC  
TECHNOLOGISTS®

## VOLUNTARY CREDENTIAL SURRENDER AND SANCTION AGREEMENT

**(NAME),  
Petitioner,**

**and**

**American Registry of Radiologic Technologists (ARRT),**

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Petitioner \_\_\_\_\_, ARRT identification number \_\_\_\_\_,  
hereby voluntarily surrenders his/her ARRT certification and registration and states as follows:

- PURPOSE:** Petitioner's purpose in executing this Voluntary Credential Surrender and Sanction Agreement ("Agreement") is to avoid alternative and/or investigative action and administrative procedures with respect to this cause. Petitioner understands that acceptance by the American Registry of Radiologic Technologists ("ARRT") of this Agreement shall be construed as a disciplinary action and permanent revocation of the Petitioner's ARRT certification and registration in all categories, and must be reported as such.
- ETHICS ADMINISTRATIVE PROCEDURES:** Petitioner, being fully aware of the consequences of doing so, hereby agrees to waive the right to the Administrative Procedures outlined in the **ARRT Standards of Ethics**, Section C. which includes the right to a hearing and an appeal. Further, Petitioner agrees and understands the Petitioner's ARRT certification and registration will be permanently revoked in all categories, and Petitioner will not be allowed to reexamine or reapply.
- CEASE AND DESIST:** Petitioner agrees to voluntarily cease practicing as an ARRT Registered Technologist immediately upon the Effective Date of this Agreement as defined below. If Petitioner is not required by state law or by employer policies to be certified and registered with ARRT, this Agreement shall not restrict Petitioner from continued employment in the field.
- ARRT MATERIALS:** Petitioner agrees to return to ARRT all certificates, seals, and credential cards issued to and in possession of the Petitioner. Further, the Petitioner will agree to cease indicating that Petitioner has any affiliation with ARRT.
- COMMUNICATION OF DECISION:** Petitioner agrees that ARRT shall have the right to communicate the surrender of ARRT certification and registration to the appropriate authorities of certification organizations and state licensing agencies and to provide this information in response to inquiries into the Petitioner's certification and registration status. ARRT shall also have the right to publish this action and the reasons therefore.

6. **JUDICIAL REVIEW:** Petitioner agrees to waive all rights to seek judicial review of, or to otherwise challenge or contest the validity of, this Agreement and the Final Decision of the ARRT that is included in this Agreement.
7. **WAIVE, RELEASE, AND INDEMNIFY:** Petitioner hereby waives and releases, 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 Agreement, 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.
8. **NON-ACCEPTANCE:** Petitioner understands and agrees that ARRT is under no obligation to accept this Agreement. If the terms of this Agreement are not accepted by ARRT, Petitioner agrees that ARRT shall have the right to pursue other resolutions and/or sanctions using the Procedures outlined in the **ARRT Standards of Ethics**. Petitioner further agrees that consideration of this Agreement and all related materials by ARRT shall not preclude or prejudice the ARRT, any members of its Board of Trustees, or staff, from further participation, consideration, or resolution of these proceedings.
9. **LEGAL COUNSEL:** Petitioner knowingly enters into this Agreement and represents that Petitioner has read and fully understands this Agreement and has agreed to each of the provisions herein. Petitioner acknowledges that Petitioner was afforded the opportunity to discuss this Agreement with Petitioner's legal counsel.
10. **WAIVER OF COURT PROCEEDINGS AND INJUNCTION:** As long as no violation of this Agreement ("Default") occurs, ARRT waives its right to pursue an injunction in federal court against, administrative procedures against, and monetary damages from Petitioner in connection with the activities/violations leading to this Agreement that occurred on or before (month/year of last violations).
11. **DEFAULT:** The following events shall constitute Default of this Agreement:
  - a. failing to follow the terms of this Agreement; and/or
  - b. representing in any way that you are certified and/or registered, or affiliated with the ARRT. (For example: using an invalid ARRT credential card or certificate in any way; indicating on an application for employment or resume that you are certified and/or registered by ARRT, etc.) and/or
  - c. disparagement of ARRT or its Board of Trustees, members, officers, committee members, employees, and agents.
12. **JURISDICTION:** Petitioner hereby agrees to jurisdiction and venue to any Minnesota Court of competent jurisdiction in the event of a Default. The decision to institute legal action upon events constituting Default is at the sole option of ARRT. ARRT's decision not to institute legal action shall not be viewed as a waiver of such right. The prevailing party in any such legal action shall be awarded its reasonable attorney's fees to be paid by the other party.

13. **EFFECTIVE DATE:** This Agreement becomes Effective on the date that it is accepted by ARRT.

**IN WITNESS WHEREOF,** Petitioner understands, and agrees to, the terms and conditions of this Agreement.

\_\_\_\_\_  
[printed name of Petitioner]

\_\_\_\_\_  
[signature of Petitioner]

Subscribed and sworn to before me  
this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[Seal]

\_\_\_\_\_  
[signature of Notary Public]

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**AMERICAN REGISTRY OF RADIOLOGIC TECHNOLOGISTS**

ARRT **ACCEPTS** Surrender Request:

ARRT **DENIES** Surrender Request:

By: \_\_\_\_\_  
(signature of Authorized Representative)

Its: \_\_\_\_\_

Subscribed and sworn to before me this  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[Seal]

\_\_\_\_\_  
[signature of Notary Public]