

SCUF Application Agreement for Programs

Table of Contents

1.0 Introduction to the Application Process	
2.0 Eligibility for Application	
3.0 Categories of Positions and Participants	
3.1 Categories of Applicant Positions	
3.1.1 AEMUS Applicants	
3.1.2 Non-AEMUS Applicants	
3.1.3 Other Applicants	
3.2 Program Leadership and Staff	
3.2.1 Program Director	
3.2.2 Program Coordinator	
4.0 Terms and Conditions for Participation in the SCUF Application Process	
5.0 Registration Dates and Application Fees	
5.1 Registration Dates	
5.2 Application Fees	
6.0 Participation in The Application Process	
6.1 Duty to Act in an Ethical and Professional Manner	
6.2 Interview Period	
6.3 Completeness, Timeliness, and Accuracy of Information	
6.3.1 Between the Program and Applicants	
6.3.2 Between the Program and SCUF	
6.4 Confidentiality	
6.5 Restrictions on Persuasion	
7.0 Fellowship Match	
7.1 Applying through the Fellowship Match	
7.2 Applying outside the Fellowship Match	
8.0 Binding Commitment	
9.0 Waiver or Deferral of Match Results	
10.0 Violations	
10.1 Alleged Violations	
10.2 Violations Policy and Procedure	
10.3 Withdrawal of Applicant due to suspected violation	
10.3.1 Authority	
10.3.2 Pending Action	
10.4 Confirmed Violations	
11.0 Representation and Warranties	
12.0 Disclaimers	
13.0 Limitation of Liability	
14.0 Notices	

15.0 Dispute Resolution
16.0 Limitation of Action
17.0 General

1.0 INTRODUCTION TO THE APPLICATION PROCESS

Application for AEMUS (Advanced Emergency Medicine Ultrasonography) fellowship positions and other ultrasound fellowship positions (the “Application”) is sponsored by the Society of Clinical Ultrasound Fellowships (“SCUF”), an independent, non-profit organization founded for the purpose of providing an orderly, transparent, and fair mechanism for identifying, communicating with, and applying to ultrasound training programs within the United States and Canada.

SCUF works with the National Resident Matching Program® (“NRMP”), an independent, non-profit organization founded in 1952 for the purpose of providing an orderly and fair mechanism for matching the training preferences of applicants to ultrasound fellowship positions with the preferences of ultrasound fellowship program directors. Applicants participating in the NRMP Match (the “Match”) are responsible for following rules and policies of the NRMP.

THE APPLICATION:

- Provides a system for confidential consideration of applicants to AEMUS fellowship and other fellowship programs;
- Establishes an equitable, uniform process and time for applicants and programs to interact and communicate prior to fellowship positions are offered;
- Enable applicants to make informed decisions about their chosen training program free of persuasion;
- Establishes a binding commitment between the applicant and the program. Neither the applicant nor the program may release the other from the binding commitment without a waiver or deferral granted by the SCUF.

THE MATCH:

- The Match is managed by the NRMP.

Programs who participate in the Match are bound by all agreements required for participating in the Match. For details see the [NRMP Website](#).

FELLOWSHIP OFFERS OUTSIDE THE MATCH:

- All fellowship positions are expected to be offered through the NRMP Match unless the positions are contractually or physically unable to participate;
- Fellowship positions through the match are bound by the rules of the Match;
- Fellowship positions offered outside the match are bound by the SCUF Application Policy as delineated in this document.

An example of an applicant who is contractually unable to participate in the Match would be an applicant boarded by the American Board of Pediatrics who accepts a fellowship position in adult emergency medicine. This fellow would have a fellowship contract with adult emergency medicine and a clinical contract with pediatrics and would be contractually unable to participate in the Match.

An example of an applicant who is physically unable to participate in the Match would be an applicant to a military fellowship who is not able to participate in the Match due to the mechanics of military fellowships.

Programs are advised to carefully read this Application Agreement and retain a copy for future reference.

Programs are further advised to educate all program faculty and staff on the requirements and policies of the Application Agreement and to implement monitoring throughout the recruitment cycle to ensure compliance.

2.0 ELIGIBILITY FOR APPLICATION

To participate in the SCUF Application process, programs must register with the SCUF.

Programs participating in the SCUF Application Process agree to register and attempt to fill all AEMUS positions through the NRMP Match.

3.0 CATEGORIES OF POSITIONS AND PARTICIPANTS

3.1 Categories of Applicant Positions

3.1.1 AEMUS Fellowship Positions

An “AEMUS Position” is a fellowship position that meets the credentials as specified by Emergency Ultrasound Fellowship Accreditation Council (EUFAC). See EUFAC program requirements posted online (www.EUFACouncil.org). If the program has any questions regarding the requirements, they are responsible for clarifying prior to offering a fellowship position.

3.1.2. Non-AEMUS Fellowship Positions

A “Non-AEMUS Position” is an ultrasound fellowship position for a physician who does not meet the credentials as specified by EUFAC. See EUFAC program requirements posted online. (www.EUFACouncil.org)

If the program has any questions regarding the applicant’s credentials, they are responsible for clarifying prior to offering a fellowship position (www.EUFACouncil.org).

3.1.3 Other Applicant Position

An “Other Applicant Position” is a prospective trainee position for an applicant who is unable to serve as an attending physician in the clinical setting of the AEMUS fellowship for which they are applying but are accounted for as learners within the AEMUS fellowship program.

If the program has any questions regarding the applicant’s clinical privileges, they are responsible for clarifying prior to offering a fellowship position.

3.2 Program Leadership and Staff

3.2.1 Program Director

Each program participating in the SCUF Application Process shall designate a qualified program director. The program director shall:

1. Ensure adherence to all policies governing the SCUF Application process as outlined in this Application Agreement;
2. Not share username and password information with any other individual;
3. Provide accurate program information in the SCUF Application Portal including but not limited to contact information and the number and type of positions offered;
4. Ensure that all changes in positions are approved by the institutional official;
5. Execute the SCUF Application Agreement prior to interviewing fellowship position candidates;
6. Register and attempt to fill all of their positions in the NRMP Match;
7. If desired, appoint a program coordinator to assist in the matching process.

3.2.2 Program Coordinator

Each program may designate a program coordinator to assist with the application and match processes. The program coordinator:

1. Must adhere to the policies outlined in this Application Agreement;
2. Shall have a username and password to access the SCUF Application Portal that is separate and distinct from the program director;

3. Is prohibited from accessing the SCUF application portal using the program director, or any other user's, username and password;
4. Is prohibited from sharing their username and password with any other user;
5. May view all program data available through the SCUF Application portal and enter or change program data with the exception of the program's quota and the SOFP participation status if authorized by the program.

4.0 TERMS AND CONDITIONS FOR PARTICIPATION IN THE SCUF APPLICATION PROCESS

By clicking on the "I Accept" button on the "Sign Application Agreement" screen of the SCUF system, the program leadership attests to having read this Agreement, and after having done so, agrees to and understands:

1. The program will participate in the Application;
2. The terms and conditions of the Application Agreement;
3. The SCUF is not an employment service and does not oversee the terms of any contract between applicants and training programs;
4. The SCUF is not involved in establishing the eligibility requirements for any fellowship position. Training programs have sole responsibility for establishing and communicating all program and institutional eligibility requirements for any fellowship position;
5. The program must adhere to all rules of communication for the Application as outlined in the Application Agreement;
6. The program must disclose to applicants all eligibility requirements for training set forth by the sponsoring institution and the program during the recruitment period and before the Rank Order List Certification Deadline (for applicants in the Match) and before offering a position (for applicants outside the Match). These requirements may include pre-employment testing (e.g., illicit drug screening), background checks (e.g., criminal, financial, etc.), visa sponsorship, and any other requirement(s). Programs must be able to demonstrate that eligibility requirements are made available to each applicant during recruitment and before the Rank Order List Certification Deadline, either electronically or in writing;
7. Once a fellowship position is offered to an applicant and accepted by the applicant, a binding commitment exists for the program to offer a training position to the applicant and for the applicant to accept such position absent a waiver or deferral from the SCUF;
8. The binding commitment requires programs to request a waiver from the SCUF should they determine they cannot train the matched applicant; and
9. All communications from the SCUF will be transmitted electronically to the email address provided by the program at the time of registration, or through an update made by the program or institutional official, in the SCUF Application system. Programs are solely responsible for the accuracy of their contact information. If a program unsubscribes from SCUF emails or notices, the SCUF has no responsibility for sending SCUF information or providing for its receipt.

5.0 REGISTRATION AND APPLICATION FEES

5.1 Registration Dates

The annual registration and application calendar are published annually on the SCUF website: scufellowships.org

5.2 Application Fees

Application fees are published annually on the SCUF website. Application fees provide the program access to the SCUF application system, and access to certain application-related lists and information.

To complete the application registration procedure, fees must be paid in U.S. dollars through the SCUF system. Programs with unpaid fees will have access to the SCUF Application system withdrawn.

All Program fees are non-refundable.

6.0 PARTICIPATION IN THE APPLICATION PROCESS

The Application process enables programs to investigate applicants and to make informed selection decisions based on the program's preferences, on a uniform schedule and without undue or unwanted pressure.

6.1 Duty to Act in an Ethical and Professional Manner

All Application participants are required to conduct their affairs in an ethical and professionally responsible manner. The duty under this Agreement:

1. Extends throughout the application, interview, and post-interview processes; and
2. Upon conclusion of any SCUF-related waiver review, violation investigation, or appeal process.

SCUF's Code of Conduct for Applicants is available to review at www.scufellowships.org.

6.2 Interview Period

The recruitment phase for the Application must be transparent, grounded in equitable practices, reflect mutual respect for the needs of applicants and programs, and minimize unnecessary pressure. To that end, applicants and programs are bound by the terms of the Application Agreement to demonstrate ethical behavior when engaging in interview offers and acceptances.

During the interview period, programs shall:

1. Extend interview offers that equal, not exceed, the total number of available interview slots;
2. Provide applicants no less than 48 hours to accept or reject an interview invitation;
3. Apply reasonable measures of notification (e.g., one-to-two weeks' notice) when needing to cancel or request rescheduling of an interview.

During recruitment, programs may expect applicants to make judicious assessment of and decisions about interview offers, accepting only those they intended to fulfill and apply reasonable measures of notification (e.g., one-to-two weeks' notice) when needing to cancel or reschedule an interview.

6.3 Completeness, Timeliness, and Accuracy of Information

6.3.1 Between the Program and Applicants

Programs are responsible for ensuring the completeness, timeliness, and accuracy of all information provided to applicants. This includes:

1. All written, electronic, and verbal information provided to applicants throughout recruitment, the onboarding cycle, and through the 45th day following the appointment start date; and
2. All written, electronic, and verbal information provided to the SCUF.
3. Programs must disclose applicant's eligibility status to sit for the Focused Practice Designation through the American Board of Emergency Medicine.
4. The omission of information pertinent to an applicant's decision to accept a position at a program may be deemed a violation of this Application Agreement. Before offering a fellowship position, the program shall:
 - a. Provide a copy of the appointment agreement that matched applicants will be expected to sign if such an agreement is available, or a copy of the agreement currently in use;
 - i. Once provided, applicants must be notified of any material change to the appointment agreement.
 - b. Provide all institutional and program policies regarding eligibility for appointment to a fellowship position including but not limited to:
 - i. Expected or required academic, educational, or prior training credentials;
 1. Pre-employment drug testing and background check;
 2. Information relevant to licensure status or visa status.

Programs shall obtain a signed acknowledgement from each applicant interviewed that the contract, institutional and program policies, and any other written, electronic, and verbal information about the program has been shared, or be able to demonstrate that eligibility requirements were made available to each applicant interviewed in accordance with this Agreement. The timely disclosure by the program of the official policies of the appointing

institution and/or program does not imply that the applicant interviewed will receive a position or have an offer of a position extended.

The program's obligation to provide complete, timely, and accurate information extends through the applicant's 45th day following the start date as listed in the appointment agreement for the program position.

Programs must notify matched applicants and the SCUF of any circumstance (e.g., anticipated program closure, insufficient funding resulting in a reduction in training positions, etc.) that may delay, adversely impact, or prevent an applicant from commencing training with a matched program on the start date identified in the appointment agreement.

6.3.2 Between the Program and the SCUF

Programs have an obligation to submit complete, timely, and accurate information to the SCUF for the period beginning with submission of an electronically signed SCUF Application Agreement until the 45th day following the start date of the Fellowship program's positions offered through this application process, of any SCUF-related waiver or deferral review, violation investigation or appeal process, whichever is later.

6.4 Confidentiality

Program information contained in the SCUF application portal is confidential and accessible only to authorized users. Unauthorized use or disclosure of such information by a program is a violation of this Application Agreement.

At all times, programs have the right to receive:

1. All information pertaining to the names and identities of applicants; and
2. All information pertaining to offers, acceptances, and outcomes of interviews.

6.5 Restrictions on Persuasion

Programs shall make selection decisions that are free of undue or unwarranted pressure and should report to the SCUF any violations of these rights.

Programs are not authorized at any time during the interview, fellowship offer, or on boarding processes to:

1. Request that applicants reveal the names, specialties, geographic locations, or other identifying information about the program(s) to which they have or may apply;
2. Request that applicants reveal any information pertaining to the interviews they were offered, accepted, declined, or attended;

3. Make any written, electronic, or verbal offer or contract for appointment to a concurrent year fellowship position before the release of the *List of Unfilled Programs*; and
4. Have any written, electronic, or verbal contact with a matched applicant not matched into their program for the purpose of offering an interview, offering placement in the program, or requesting the applicant apply to a program.

7.0 FELLOWSHIP MATCH

Programs are required to participate in the NRMP Fellowship Match unless

- a) the applicant unable to participate in the Match or;
- b) the applicants decided to apply after the Match deadline and were unable to participate in the Match.

One example of an applicant who is contractually unable to participate in the match would be a pediatric applicant who will have fellowship duties in the Adult Department of Emergency Medicine but will have clinical duties in the Pediatric Emergency Department. In this case the contract for the fellowship would be one entity (Adult Emergency Medicine) and the contract for clinical duties would be another entity (Department of Pediatrics). Having two different contracts would invalidate participation in the NRMP Match. Another example of an applicant who is unable to participate in the Match is any fellow in a military fellowship because of how fellowship slots are granted in the military. There are other types of fellows that are contractually able to participate in the Match. If you have any questions, please reach out to NRMP or SCUF.

7.1 Participating in the Match

For details on any aspect of the NRMP Match see the NRMP website.

7.2 Offering positions outside the Match

Programs may offer positions outside the Match to applicants who are unable to participate in the Match.

- Programs are required to submit in writing (electronic submission of written request is permitted) for approval to offer a position outside the Match. Justification for a position outside the Match should include the rationale for why the position was not offered through the Match
- Positions offered outside the Match may not be offered until the Match results are complete
- Positions offered outside the Match may not be offered without prior approval by SCUF
- Programs that offer a fellowship position outside the Match that has not been approved by SCUF will be deemed in violation of this Application Agreement

- Programs using the SCUF Application Process or aspects of the SCUF website are bound by this Application Agreement

8.0 BINDING COMMITMENT

Positions accepted through the Match are binding as delineated in the NRMP agreement.

Positions accepted outside of the Match are binding upon written acceptance of the fellowship position. Programs:

1. Are in a binding commitment with the applicant and must grant an appointment as offered:
 - a. Programs with a binding commitment to an Applicant, who do not offer the position to the applicant, absent a waiver or deferral from the SCUF, shall be presumed to have violated this Application Agreement.
2. Must begin training on the start date specified in the appointment contract with the intent to complete the program:
 - a. The binding commitment will be deemed to have been honored by the program so long as the applicant enters and remains in the training program through the first 45 calendar days after the start date of the relevant appointment contract.
 - b. The binding commitment exists through the first 45 calendar days of the start date of the relevant appointment contract.
 - c. Programs terminating a fellow within 45 days of the start date specified in the appointment agreement, without having an approved waiver or deferral from the SCUF, will be in violation of this Application Agreement.

Each appointment is subject to the official policies of the appointing institution and program (e.g., expected training credentials, background checks, drug screens, visa status) in effect at the point when the written offer for fellowship is made to the applicant.

9.0 WAIVER OR DEFERRAL OF MATCH RESULTS

Waiver: The release of an applicant from the binding commitment following an offer for a fellowship position.

Deferral: A one-year delayed start of training mutually agreed to by the applicant and the program.

Neither applicants nor programs may release each other from an accepted position. A waiver or deferral of the binding commitment may be obtained only from the SCUF. Applicants are encouraged to review the Waiver and Deferral policy on the SCUF website. The terms of the Waiver and Deferral Policy are incorporated herein and binding upon all applicants.

A waiver or deferral may be considered by the SCUF:

1. For circumstances demonstrating an unanticipated serious and extreme hardship or change in fellowship; or
2. If SCUF determines the applicant is ineligible to begin training.

Programs considering a waiver or deferral request:

1. Shall review the [Waiver and Deferral Policy on the SCUF website](#);
2. Shall submit the request in accordance with the directions provided on the SCUF website; [\[insert url to waiver request instructions\]](#)
3. Shall demonstrate to the reasonable satisfaction of the SCUF that the criteria necessary for approval and issuance of a waiver or deferral are present;
4. Shall provide complete, timely, and accurate information to the SCUF in connection with its waiver or deferral review;
5. Shall not decline the position until the waiver or deferral request has been decided; and
6. Shall not apply, interview for, or accept another applicant until the waiver or deferral request has been approved.

Programs shall promptly notify the SCUF of waiver or deferral request(s) received from an applicant.

SCUF's decision is final and is not subject to challenge in arbitration, by judicial review, or by review of a third party. SCUF may grant a deferral of up to one year at the request of either a program or an applicant if arbitration proceedings have been initiated and the outcome is pending.

Absent a waiver or deferral from the SCUF, failure to honor this binding commitment will be considered a violation of this Application Agreement.

10.0 VIOLATIONS

Programs are responsible for conducting their affairs in an ethical, professional, and responsible manner throughout the application, interview, and matching process.

Programs have a right to expect applicants to also conduct their affairs in an ethical, professional, and responsible manner throughout the application, interview, and matching processes.

Known or suspected violations of any applicable Application Agreement by applicants must be reported to the SCUF. Reports of a violation of Application policy may be made anonymously.

10.1 Alleged Violations

At its discretion, the SCUF will investigate alleged violations of this Application Agreement, including but not limited to:

1. Failure to provide complete, timely, and accurate information during the application, interview, matching, and position acceptance processes;
2. Discrepancies in graduation credentials;
3. Attempts to subvert or circumvent eligibility requirements or the application process;
4. Failure to offer or accept an appointment as required by the results of an application outcome;
5. Failure to engage in ethical and/or professionally responsible behavior; or
6. Any other irregular behavior or activity that occurs in connection with registration, the submission or modification of an application, and/or the participant's commitment to honor the application outcome.

10.2 Violations Policy and Procedure

The SCUF Policies and Procedures for Reporting, Investigation, and Disposition of Violations of SCUF Agreements ("Violations Policy") may be found on the [SCUF website](#) and shall govern the handling of application violations. If the SCUF receives sufficient, credible information that a violation of this Application Agreement may have occurred, the SCUF may initiate an investigation in accordance with the Violations Policy. Applicants must provide complete, timely, and accurate information to the SCUF in connection with its violation investigation. The terms of the Violations Policy (including, but not limited to, the consequences of a confirmed violation) are incorporated herein and binding upon all applicants.

10.3 Withdrawal of Program Due to Suspected Violation

10.3.1 Authority

The SCUF's authority to withdraw an applicant or program from participation in the Application Process under this section is in addition to its authority to impose sanctions for violations of this Application Agreement. At any time before a position is accepted in writing, the SCUF (after consultation with NRMP) may withdraw any program from the Application Process and without first affording an opportunity for a hearing if the SCUF possesses credible evidence establishing with convincing clarity that:

1. The program has violated the terms of this Application Agreement; and
2. Absent such summary withdrawal, the integrity of the Application Process is in jeopardy.

10.3.2 Pending Action

The matched program(s) may not fill any fellowship position during the SCUF's investigation until the SCUF has issued a Final Report or granted a waiver, whichever is earlier.

If the violation investigation has not concluded by the start date of training, the program shall begin training the accepted applicant unless SCUF has granted a waiver or issued a deferral to the next training year.

10.4 Confirmed Violations

If the SCUF's investigation of an alleged violation results in a finding that a program has committed a violation of this Application Agreement, the program will be withdrawn from the Application Process and sanctions levied as outlined in the Violations Policy.

11.0 REPRESENTATION AND WARRANTIES

Each program represents and warrants to the SCUF that all of the information provided, or that will be provided, by such program to the SCUF is at all times complete, timely, and accurate to the best of such applicant's knowledge at the time such information was or will be provided. Each applicant further represents that they have authorized all institutions and individuals who may possess this information to disclose it to the SCUF for purposes of verification. Each applicant further represents their unique log in information to access the SCUF system will not be shared with or used by any other individual to access the system.

Moreover, each program represents that they have read, understood, and agrees to the **SCUF's Privacy Statement**.

12.0 DISCLAIMER/RELEASE OF LIABILITY

The parties acknowledge that the fees charged by the SCUF for participation in the Application include no consideration for any assumption by the SCUF of the risk of any damages that may arise in connection with any program's or applicant's participation in the Application or utilization of the SCUF application portal.

Each program agrees that neither the SCUF, any vendor providing equipment, software, or services to the SCUF ("Vendor"), nor any director, officer, employee, affiliate, or agent of the SCUF, or any Vendor, will be liable for any loss, damage, cost, or expense whatsoever, direct or indirect, regardless of the cause, that may arise out of, or be in any way related to, this Application Agreement, the use of the SCUF portal, or the automated systems and services utilized by the SCUF to facilitate the application process, or to send notices, including, but not limited to: (a) the suspension or termination of, or the inability to use, all or any part of the SCUF application portal; (b) the erroneous transmission of any data or the transmission of any erroneous data; (c) any failure or delay suffered or allegedly suffered by any party in receiving or sending any information, however, caused; (d) the delivery or transmission of any virus, worm, or other disruptive device; or (e) any other cause in connection with the furnishing of services or notices by the SCUF or the performance, maintenance, or use of, or inability to use, all or any

part of the SCUF application portal. The foregoing will apply regardless of whether a claim arises in contract, tort, negligence, strict liability, or otherwise.

The automated systems and services utilized by the SCUF to facilitate the Application Process and SCUF application portal are provided "AS IS" and "AS AVAILABLE." NONE OF THE SCUF, ANY VENDOR, OR ANY OF THEIR DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, OR AFFILIATES MAKES ANY WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH SERVICES, THE SCUF APPLICATION PORTAL, OR TO THE ACCURACY, COMPLETENESS, SECURITY, TIMELINESS, OR RELIABILITY OF THE INFORMATION TO WHICH ANY PARTY HAS ACCESS OR TRANSMITS OR RECEIVES THROUGH THEM OR THROUGH ANY OTHER AUTOMATED SYSTEM. ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT ARE EXPRESSLY EXCLUDED. No oral or written information or advice given by the SCUF, any Vendor, or any of their directors, officers, agents, affiliates, or employees will create a warranty, and no party may rely on any such information or advice. There is no assurance that the information to which the parties have access through the SCUF application portal will be accurate, complete, secure, timely, or reliable, or that the SCUF application portal or the automated services utilized by the SCUF will be error-free or operate without interruption. In particular, and without limiting the generality of the foregoing, the SCUF makes no warranty that certified applications processed through use of such automated services will be properly executed. Each program and applicant is solely responsible for verifying that the application information and materials has been duly entered and certified.

13.0 LIMITATION OF LIABILITY

IN NO EVENT WILL THE SCUF OR ANY VENDOR OR AFFILIATE BE LIABLE FOR ANY DAMAGES AS A RESULT OF ANY NEGLIGENT ACT OR OMISSION OF THE SCUF OR ANY VENDOR OR AFFILIATE, IRRESPECTIVE OF WHETHER THE INJURED PARTY IS A PROGRAM, AN APPLICANT, OR A THIRD PARTY.

14.0 NOTICES

All notices to the SCUF, must be given either by email at info@scufellowships.org or through the SCUF Application portal and are effective upon receipt. The SCUF is not responsible for delays in email or Internet service. Any notices or documents received by the SCUF after the relevant deadline date will not be considered.

All notices, to applicants or programs will be given either by (a) email to the email address provided by such party to the SCUF upon submission of such party's registration in the SCUF Application Portal or (b) through the SCUF Application Portal while the applicant or program is logged on to the site. Such notices to applicants or programs given by email will be deemed given twenty-four (24) hours after sending, unless the sending party is notified that the email address is invalid or that the message was not delivered, or if the receiver has voluntarily unsubscribed from SCUF emails or notices. All notices given by the SCUF during an applicant's or

program's session on the SCUF Application Portal will be deemed given at the time of such session.

15.0 DISPUTE RESOLUTION

Except for waiver determinations that are final when made by the SCUF and not subject to arbitration, judicial review, or review by any third party, as provided in this Application Agreement, all other disputes arising out of, or related to, the Application, this Application Agreement, or the breach thereof, between or among the SCUF and any applicant or program participating, or seeking participation, in the Application shall be settled by arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect (as modified below and excluding Procedures for Large, Complex Disputes), unless the parties to the dispute mutually agree otherwise. The arbitration hearing shall commence **within six months** of filing the demand for arbitration or at another time agreeable to the SCUF. Notwithstanding the foregoing, no arbitrator shall have power to adjudicate any dispute as a class arbitration or as a consolidated arbitration without the express consent of all the parties to any such dispute, and every arbitrator shall return a reasoned award in writing, setting forth the factual findings and legal conclusions that are the basis for the determination. In addition, no arbitrator shall have the power to modify any sanctions imposed by the SCUF unless: (1) the arbitrator determines there is no basis in fact for a finding of violation; or (2) the arbitrator finds that the sanctions imposed by the SCUF are either arbitrary and capricious or outside the scope of potential sanctions set forth in this Application Agreement and the Violations Policy.

Notice of the demand for arbitration must be filed in writing with all other parties to the arbitration and with the American Arbitration Association. A demand for arbitration in a matter that is covered by the Violations Policy must be made in accordance with the Violations Policy. The arbitrator must conduct all arbitration proceedings in the Office of the SCUF in Wisconsin or at such other location as mutually agreed upon by the parties. Each party will share equally in the cost of arbitration, except that the party requesting arbitration shall be solely responsible for paying the filing fee required by the AAA Standard Fee Schedule, including the Initial Filing Fee and the Case Service Fee, and the party requesting arbitration must further file the AAA form entitled "Demand for Arbitration – Commercial". The burden shall be on the party requesting arbitration to demonstrate by clear and convincing evidence that an adverse decision by the SCUF was without basis-in-fact or in violation of this Application Agreement. The award by the arbitrator shall be final. Judgment upon the award rendered may be entered in any court having jurisdiction thereof, so long as the arbitrator acted in good faith. The arbitrator may construe and interpret, but may not vary or ignore, the terms of this Application Agreement. The arbitrator shall not have the power to make an award that is inconsistent with the provisions of this Application Agreement or with Massachusetts substantive law.

16.0 LIMITATION OF ACTION

No claim or cause of action, regardless of form, arising out of or related to the Application, this Application Agreement, or the breach thereof, or any other dispute between the SCUF and any applicant or program participating, or seeking participation, in the Application, may be brought in any forum by any party more than six months after the cause of action has accrued, regardless of any statute, law, regulation, or rule to the contrary ("Limitation Period"). The Limitation Period shall commence the day after the day on which the cause of action accrued. Failure to institute an arbitration proceeding within the Limitation Period will constitute an absolute bar and waiver of the institution of any proceedings, whether in arbitration, court, or otherwise, with respect to such cause of action. A cause of action that has become time-barred may not be exercised by way of counter claim or relied upon by way of exception.

In addition, any party who desires to contest a decision of a Review Panel of the SCUF must notify the SCUF in writing of its intent to seek arbitration within 10 business days from that party's receipt of the Panel's report and must file a written demand for arbitration within 30 calendar days of receipt of such report, in accordance with the terms of the Violations Policy. If notice of a party's intent to seek arbitration is not received in writing by the SCUF within 10 business days from that party's receipt of the Review Panel Report, or if the party does not file a written demand for arbitration within 30 calendar days of receipt of the Review Panel Report, that party is deemed to have waived and is barred from later filing a demand for arbitration or seeking other relief.

17.0 GENERAL

This Application Agreement is governed by the laws of Massachusetts, excluding its choice of laws, provisions, and the agreed upon venue for any dispute arising from this Application Agreement is Massachusetts.

The headings of the Sections of this Application Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise affect the construction of the terms or provisions of this Application Agreement. Unless indicated otherwise, references in this Application Agreement to Sections are to Sections of this Application Agreement.

If any provision of this Application Agreement is found in any arbitration proceeding or by any court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to achieve the purpose originally intended, if possible, and the validity, legality, and enforceability of the remaining provisions will not be affected or impaired and are to be enforced to the maximum extent permitted by applicable law. If any remedy set forth in this Application Agreement is determined to have failed of its essential purpose, then all other provisions of this Application Agreement will remain in full force and effect.

Failure of any party to act or exercise its rights under this Application Agreement upon the breach of any other terms hereof by any other party is not to be construed as a waiver of such a breach or prevent such party from later enforcing compliance with any or all of the terms

hereof. This Application Agreement contains the entire agreement between the parties with respect to the Application and its results. Any representations, promises, or conditions not incorporated in this Application Agreement will not be binding upon any of the parties. No modification of this Application Agreement shall be effective unless in writing and executed by the party against whom it is to be enforced.