



## **APPLICANT AGREEMENT**

So that the Psychological Clinical Science Accreditation System (“PCSAS”) may process your application, we need you to understand and agree to certain formal matters. In today’s highly-litigious society, PCSAS believes that it is essential to avoid lawsuits against it relating to accreditation and that protection from such lawsuits will help ensure its viability, which will in turn benefit programs committed to the values of PCSAS. We therefore need your acknowledgement that, to be considered, you will take full responsibility for preparing a proper application and that PCSAS may make its decisions on your eligibility and application in its sole discretion. You must abide by PCSAS’s decisions and not bring any legal action if you are not happy with its decisions.

Applicant, by signing and returning this Applicant Agreement, agrees to the following to participate in the application process. First, this addresses the application process and PCSAS’s decisions:

- (1) **Actions In Connection With Application Process:** Applicant agrees to (i) conduct a detailed self-study prior to preparing its application, and to provide an accurate summary of the self-study’s results in its application materials, (ii) fully disclose all information the Review Committee requires to carry out its responsibilities of evaluating programs and reaching decisions relating to accreditation, and (iii) arrange, coordinate, and complete a site visit of its program after submitting the application and prior to the scheduled Review Committee’s consideration of the application.
- (2) **PCSAS’s Decisions:** Applicant acknowledges and agrees that: (i) accreditation with PCSAS is voluntary, does not bestow any special privileges, and is not a professional requirement; (ii) PCSAS’s decisions regarding accreditation of Applicant’s program, including its eligibility, and, if Applicant is permitted to apply, its possible accreditation, shall be made in PCSAS’s sole discretion; and (iii) PCSAS is entitled to consider factors as it deems appropriate without duty to consider interests of Applicant. Applicant agrees to accept and abide by the decisions of PCSAS relating to its accreditation, including as to its eligibility to apply for accreditation and, if Applicant is deemed eligible to apply by PCSAS, as to PCSAS’s decisions on Applicant’s accreditation, even if a denial or deferral.

Next, this addresses your release of claims in connection with PCSAS accreditation (i.e. you will not bring a lawsuit if you do not like the process or decisions):

- (3) **Release Of Claims:** Applicant (including employees and agents) irrevocably releases PCSAS (defined here and hereinafter to include past, present and future members, directors, managers, officers, employees, and agents, including Review Committee members) from the Released Claims. “Released Claims” means all past, present and future claims, causes of action and suits at law or in equity, and whether known or unknown, relating to PCSAS accreditation of Applicant’s program, including PCSAS’s considerations and decisions regarding Applicant’s eligibility and accreditation (including non-action, deferral or denial, and including claims based on alleged negligence, gross negligence, breach of contract, breach of duty, tort, unfair trade practices, restraint of trade, antitrust or other statutory or common law).

Applicant acknowledges that it might hereafter discover facts related to the Released Claims, but that it is intentionally releasing unknown claims, notwithstanding such additional facts.

For an Applicant in California: Applicant understands and acknowledges that all rights under Section 1542 of the California Civil Code and under comparable laws in other jurisdictions with respect to such Released Claims hereby are expressly waived. Applicant understands and agrees that this is a **FULL AND FINAL RELEASE OF THE RELEASED CLAIMS**.

Here are some belt and suspender provisions:

(4) **In the event of a claim by Applicant against PCSAS:**

(a) Prior to filing: Applicant acknowledges it may avail itself of PCSAS's complaint procedures and may participate in good faith discussions or mediation with PCSAS to attempt to resolve any issues for which Applicant would contemplate filing a claim. Applicant acknowledges that no claim by it would be ripe absent exhaustion of administrative remedies with PCSAS (including right of appeal of a decision to the PCSAS Board of Directors).

(b) Forum selection: Applicant agrees it would bring any claim against PCSAS exclusively in the state or federal courts located in the State of Delaware, (ii) waives any objection to venue or the inconvenience to Applicant of such Delaware forum, and (iii) waives any argument that any jurisdiction other than Delaware, including Applicant's home forum, would be convenient for PCSAS.

(c) Relief: Applicant waives any rights: to specific performance or other equitable relief; to compensatory damages in an amount exceeding its application fee; to punitive, special, exemplary or multiplied damages; and to recover costs and attorney fees.

(d) Governing law and no jury trial: To the extent that sovereign immunity of an Applicant that is a public institution does not preclude its agreement to the following: (i) This Agreement is governed by, and shall be construed in accordance with, the laws of the State of Delaware, excluding any conflict-of-laws rules or principles that might refer the governance or the construction of this Agreement to the law of another jurisdiction; and (ii) Applicant hereby waives any right to trial by jury of any claim against PCSAS.

(e) For the avoidance of doubt: Applicant's agreements in this Paragraph (4) shall in no way limit its release of Released Claims (Paragraph 3 above).

Finally, here are three general provisions to help with understanding and interpreting this Agreement.

(5) **Severability**: If any provision or portion of Applicant's Agreement is held invalid or unenforceable, the remainder of this Agreement will not be affected, and such provision or portion shall be enforced to the greatest extent permitted by law.

(6) **Entire Agreement**: Applicant acknowledges that: no promises, representations or inducements have been or are being made by PCSAS to Applicant (e.g. as consideration for its Agreement); and the Agreement is not one for procurement of goods or services from PCSAS.

(7) **Continuation**: Accreditation as used in this Agreement includes any reaccreditation.

**APPLICANT:**

By:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

**RECEIPT OF SIGNED APPLICANT AGREEMENT ACKNOWLEDGED BY PCSAS:**

By:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

Rev. 08/24/2021

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