Specialties Matching Service®
Match Participation Agreement
For All Matches Opening After June 1, 2014

Terms and Conditions of the Specialties Matching Service
Match Participation Agreement Among Applicants, the NRMP, and Participating Programs

These are the terms and conditions of the Match Participation Agreement for the Specialties Matching Service (SMS®) that each applicant and program enters into by indicating acceptance of these terms and conditions through clicking on the I Accept button on the Registration screen of the Registration, Ranking, and Results® (R3®) system. Upon the NRMP’s acceptance of such party’s registration, these terms and conditions will be a binding agreement between such party and the NRMP, as well as between such party and any other party who executes this SMS Match Participation Agreement in registering for the same SMS Match and whose registration is accepted by the NRMP.

If the NRMP accepts the registration of the applicant or program in question, the NRMP will register the applicant or program, as the case may be, in the SMS, as described briefly in Section 1.0 below. In consideration of this registration, each applicant and program agrees to comply with all of the terms and conditions of this SMS Match Participation Agreement (also referred to in these terms and conditions as "this Agreement").

Table of Contents

1.0 Introduction to the SMS Matching Program

2.0 Applicants
  2.1 Eligibility
  2.2 Couples
  2.3 Withdrawals
  2.4 Waiver of the Match Results

3.0 Programs
  3.1 Eligibility
  3.2 Categories of Program Positions
  3.3 Withdrawals and Fee Refunds
  3.4 Institutional Official and Fellowship Program Director
  3.5 Fellowship Program Coordinator
  3.6 Waiver of the Match Results
1.0 Introduction to the SMS Matching Program

The Specialties Matching Service (“SMS”) is a system for the confidential selection of applicants to advanced residency and fellowship positions. The SMS is provided by the NRMP to program directors’ groups (i.e., associations of training program directors).
whose programs offer entry level positions only to applicants who have completed two or more years of graduate medical education. To qualify for participation in the SMS, the program directors' group representing the programs in a particular specialty must designate a specialty representative to be responsible for overseeing the SMS match process and to be the group's official representative to the NRMP on all matters regarding the group's programs that register for the SMS. Each group participating in the SMS is expected to identify eligible programs and to assist the NRMP in communicating with such programs.

The NRMP requires the program directors' group of each specialty participating in the SMS to execute annually an "NRMP Program Directors' Annual Participation Agreement" that commits active participation of at least 75 percent of the group's eligible programs and a minimum of 75 percent of all available positions in the specialty for that year. If a group fails to register 75 percent of its eligible programs and/or positions, the NRMP, at its discretion, may discontinue such group's participation in Matches managed by the NRMP.

Positions may be offered through the SMS to physician graduates of medical schools in the United States and elsewhere who meet the eligibility requirements set forth by the NRMP. Only applicants and programs that have registered with the NRMP and agreed to abide by the terms of this Agreement may participate in the SMS.

The parties acknowledge that (a) the NRMP does not provide application services to applicants or programs; (b) applicants must apply directly to the programs with which they desire to match in addition to registering with the SMS and listing such programs on their certified rank order lists; and (c) the NRMP is not involved in establishing the terms of any residency or fellowship agreement and has no responsibility for providing applicants with any information concerning such agreements.

The purpose of the SMS is to provide a uniform time for both applicants and programs to make their selections without pressure. Through SMS Matches, applicants may be "matched" to programs using the certified rank order lists of the applicants and programs. SMS Matches are managed through the NRMP's Registration, Ranking, and Results (R3) system. A match between an applicant and a program constitutes a binding commitment between the two parties in accordance with the terms of this Agreement. Any breach of that commitment may result in penalties to the breaching applicant or program, as described in Section 7.0.

The NRMP seeks to maintain the highest professional standards in the conduct of the SMS and in its interactions with all participants: applicants, program directors, and institutional officials. All participants in the SMS shall conduct their affairs in an ethical and professionally responsible manner and shall respect the right of applicants to freely investigate program options prior to submission of a final rank order list.

2.0 Applicants

2.1 Eligibility

To participate in the SMS, prior to the scheduled start date of the position for which the applicant is applying, the applicant must have completed all
of the training required for such position and must meet all of the requirements for entry into graduate medical education as prescribed by the Accreditation Council for Graduate Medical Education ("ACGME") in Section II of the ACGME Institutional Requirements, Residents, which are incorporated into this Agreement by reference. Each applicant executing this Agreement hereby affirms that he or she will meet those requirements prior to the applicable program start date.

Each sponsoring institution (e.g., a teaching hospital) may have additional requirements for eligibility for its programs. The NRMP is not responsible for ensuring that any or all of the requirements have or will have been met by an applicant prior to the scheduled beginning of the term of the position to which the applicant matched or for communicating such requirements to applicants.

2.2 Couples

To review the NRMP procedures with respect to individuals who wish to seek positions as a couple, click here. Applicants registered as a couple are treated by the SMS only as a couple. If two applicants who registered as a couple do not obtain a match as a couple, the SMS will not try to find a separate match for either of them individually.

2.3 Withdrawals

2.3.1 Withdrawal by the Applicant

Applicants may withdraw from the SMS under certain conditions, but only if the NRMP receives the withdrawal request prior to the applicable rank order list certification deadline through the R3 system. Applicants who accept a concurrent year position outside the SMS or through any other national matching plan shall withdraw from the SMS. Withdrawal from the SMS must be completed prior to the rank order list certification deadline. Failure to withdraw from the SMS prior to the rank order list deadline shall be a breach of this Agreement and may subject the applicant to the penalties described in Section 7.0 of this Agreement.

2.3.2 Withdrawal of Applicants by the NRMP

At any time, the NRMP may withdraw from the SMS any applicant who falls into one or more of the following categories:

(a) Applicants who registered in both the Canadian Resident Matching Service ("CaRMS") and the Specialties Matching Service for
Pediatric and Internal Medicine fellowship Matches. In those years in which CaRMS has an earlier schedule, individuals who match through CaRMS will automatically be ineligible to match to and participate in the SMS for concurrent year NRMP positions.

(b) Applicants with unpaid NRMP fees. The applicant registration procedure requires that all fees be paid in U.S. dollars by credit card or by bank checking account through the R3 system at the time of registration. The applicant will be allowed to register for and participate in the SMS only after credit card or checking account information is entered through the R3 system and processed successfully.

(c) Applicants for whom the NRMP believes it has credible evidence that they have violated the terms of this Agreement. Upon withdrawing an applicant from the Matching Program, the NRMP shall note in the R3 system that the applicant is the subject of a “pending action.” The designation shall remain in place until the applicant has waived or exhausted the opportunity to contest the action pursuant to the Violations Policy.

The NRMP’s authority to withdraw an applicant from the SMS under this section is in addition to its authority to impose sanctions for violations of this Agreement. Therefore, any decision by the NRMP to withdraw an applicant under this section shall not be subject to any suspension in the event the applicant chooses to contest the withdrawal or other action by the NRMP under the dispute resolution process set forth in Section 14.0.

2.3.3 Withdrawal Deadlines and Restrictions

Applicants may not withdraw from the SMS after the applicable rank order list certification deadline. In addition, applicants shall not apply for, discuss, interview for, or accept a position through any other national matching plan or by agreement outside the SMS Match after the rank order list certification deadline.
2.4 Waiver of the Match Results: Applicants

Applicants and programs are not authorized to release each other from their binding Match commitment. **Once a party has matched, a waiver of the binding Match commitment may be obtained only from the NRMP.** The NRMP’s decision to grant or deny the waiver is at the sole discretion of the NRMP and is not subject to arbitration. The NRMP recommends that each applicant and program read carefully the [Policies and Procedures for Waiver Requests](#) (“Waiver Policy”) that shall govern the NRMP’s handling of waivers and which are incorporated by reference in and are an integral part of this Agreement.

Any participant in the SMS shall promptly notify the NRMP of any waiver requests received directly from any other participant.

The NRMP, in its sole discretion, may grant to an applicant a waiver of the binding commitment to a program if the NRMP determines that the fulfillment of the commitment to the results of the SMS Match would cause serious and extreme hardship for the applicant. An applicant who matched to a fellowship position also may request a waiver if the applicant has elected to change specialties, provided the waiver is requested **no later than the December 15** prior to the start of training. The applicant must request the waiver in writing and must send the request to the NRMP with a copy to the program to which the applicant matched. The NRMP will investigate the waiver request to determine whether or not the waiver shall be granted.

If, following initiation of the waiver review process by the NRMP, the applicant notifies the NRMP in writing that the applicant will not accept the matched position if the waiver is not granted, the NRMP may grant an immediate waiver to the program so that it can recruit another qualified candidate for the matched position.

**Applicants who have matched to a program shall not apply for, discuss, interview for, or accept a concurrent year position in another program prior to the NRMP granting the waiver.** If the NRMP receives information that an applicant has applied for, discussed, interviewed for, or accepted a concurrent year position in another program prior to receiving a waiver from the NRMP, the NRMP will initiate an investigation to determine whether the applicant or program has violated the terms of this Agreement.

Upon completing its investigation, the NRMP, in its sole discretion, may grant a waiver releasing the applicant from the commitment to the program, or it may deny the waiver request. Programs are not authorized to recruit another candidate for the matched position until so notified by the NRMP.
2.4.1 Waiver Approvals: Applicants

If the waiver is granted to the applicant by the NRMP, the applicant may accept a position in another graduate medical education program and the matched program may offer the vacant position to another qualified applicant.

2.4.2 Waiver Denials: Applicants

If the waiver is not granted to the applicant by the NRMP, the applicant will be expected to accept the matched position. If the applicant does not accept the matched position, the NRMP will initiate an investigation to determine whether the applicant has violated the terms of this Agreement.

If the waiver is not granted to the applicant by the NRMP and the applicant notifies the NRMP in writing that the applicant will not accept the matched position, the NRMP will grant a waiver to the matched program so that it can recruit another qualified applicant for the matched position.

An applicant whose waiver request has been denied and who does not accept the matched position may be barred from accepting or starting a position in any program sponsored by a Match-participating institution that has a start date within one year from the date of the NRMP's final decision to deny the waiver. The NRMP's decision and term limits of any sanction(s), if imposed, will be reflected in the R3 system Applicant Match History for the length of time the action is in effect.

If any program at a Match-participating institution, regardless of the program's Match participation status, offers a position to that applicant to commence training during the one-year period, or if the applicant accepts or starts such a position, the NRMP will initiate an investigation to determine whether the applicant, the program, and/or the institution has violated the terms of this Agreement.

If the NRMP initiates a violation investigation of the applicant or program, it will follow the procedures set forth in Section 7.0 of this Agreement.

2.5 Deferral of the Match Commitment

The NRMP, in its sole discretion, may grant to an applicant and a program a one-year deferral of a binding commitment if: (1) both parties agree to the deferral; and (2) failure to obtain a deferral would cause serious and extreme hardship. If for any reason a
deferred commitment cannot or will not be honored, one or both parties shall submit to the NRMP a request for a waiver according to the procedures set forth in Sections 2.4 and 3.6 of this Agreement.

3.0 Programs

3.1 Eligibility

The NRMP may, in accordance with the policies and advice of the sponsoring program directors' group, be selective in determining which programs are eligible to participate in the SMS for that specialty. Only programs in a specialty for which an SMS Match is being conducted may offer positions through the SMS. Positions are titled "residency" or "fellowship" depending upon the specialty for which the SMS Match is being conducted.

To be eligible to offer positions through an SMS Match, as of the rank order list certification deadline for such SMS Match a program must be either (a) accredited by the ACGME, or (b) affiliated with an ACGME-accredited program in the primary discipline, or (c) lead to certification or endorsement and oversight by a board recognized by the American Board of Medical Specialties. Each program executing this Agreement hereby affirms that it will meet one of those requirements by the rank order list certification deadline.

3.2 Categories of Program Positions

The following categories of positions are included in the SMS:

3.2.1 Fellowship (F) positions in programs that begin training subsequent to the completion of a core residency training program

3.2.2 Fellowship subspecialty (S) positions in programs that begin training subsequent to the completion of a fellowship training program

3.3 Program Withdrawals and Fee Refunds

Programs may withdraw entirely from an SMS Match or may withdraw positions provided they do so before the quota change deadline for such SMS Match. Programs may not withdraw from, or change the number of positions offered, in any SMS Match after the quota change deadline for such SMS Match except for situations beyond the control of the program, as determined by the NRMP.

At any time, the NRMP may withdraw from the SMS any program that falls into one or more of the following categories:
(a) Programs that do not have the required accreditation or meet the eligibility requirements set forth in Section 3.1 of this Agreement

(b) Programs for which the NRMP believes it has credible evidence that the program has violated the terms of the Agreement. Upon withdrawing a program from the SMS, the NRMP shall note in the R3 system that the program is the subject of “pending action”. The designation shall remain in place until the program has waived or exhausted the opportunity to contest the action pursuant to the Violations Policy.

Further, all programs with unpaid NRMP fees will be withdrawn from the SMS if such fees are not remitted to the NRMP prior to the scheduled opening of the R3 system for registration. Institutions and programs that are withdrawn from the SMS, either by their choice or by the NRMP, will not have their fees refunded or waived.

The NRMP’s authority to withdraw a program from the SMS under this section is in addition to its authority to impose sanctions for violations of this Agreement. Therefore, any decision by the NRMP to withdraw a program under this section shall not be subject to any suspension in the event the program chooses to contest the withdrawal or other action by the NRMP under the dispute resolution process set forth in Section 14.0.

3.4 Institutional Official and Fellowship Program Director

3.4.1 Designation of Institutional Official

All changes made by a program concerning positions must be approved by the NRMP institutional official responsible for that program. The institutional official is the person designated by the sponsoring institution to be responsible for overseeing the SMS Match process and to be the institution’s official spokesperson to the NRMP on all matters regarding the institution’s registered programs. The NRMP may rely on written communications from the institutional official for all matters affecting the institution or its programs.

3.4.2 Designation of Fellowship Program Director

Each program participating in an SMS Match must designate a director who is responsible for ensuring the accuracy of the program’s information and adherence to all policies governing the Match. All changes made by a fellowship program director concerning Match participation and positions must be approved by the institutional official on or before published Match deadlines.

3.4.3 Duties of Fellowship Program Directors
The fellowship program director shall:

3.4.3.1. Ensure the accuracy of program information including, but not limited to, the number and type of positions offered

3.4.3.2. Execute the Match Participation Agreement prior to the rank order list deadline

3.4.3.3 Submit and certify a rank order list prior to the rank order list deadline

3.4.3.4. Ensure that a position is not discussed or offered to a Match applicant between the rank order list deadline and Match Day

3.4.3.5 Ensure that a position is not discussed or offered to an applicant who is ineligible because of a denied waiver and/or sanctions levied as the result of a violation investigation

3.4.3.6. Appoint a program coordinator, if so desired, to assist in the matching process

3.5 Fellowship Program Coordinator

3.5.1 Designation of Fellowship Program Coordinator

The fellowship program director may designate a program coordinator to assist with the matching process. The fellowship program coordinator shall access the R3 system only with a user name and password separate and distinct from the fellowship program director.

3.5.1 Duties of Fellowship Program Coordinators

The fellowship program coordinator may view all program information available through the R3 system; enter or change program information except quotas; and enter rank order lists. Fellowship program coordinators are prohibited from certifying rank order lists. Fellowship program coordinators shall use only their designated username and password to log in to the R3 system. Use of the fellowship program director’s username and password by the fellowship program coordinator to access the R3 system shall be a breach of this Agreement and may subject the program to penalties described in Section 8.0.

3.6 Waiver of the Match Results: Programs

Programs and applicants are not authorized to release each other from their binding Match commitment. **Once a party has matched, a waiver of the binding Match commitment may be obtained only from the NRMP.** The NRMP’s decision to grant or deny the waiver is at the sole discretion of the NRMP and is not subject to arbitration. The NRMP
recommends that each program and applicant read carefully the Policies and Procedures for Waiver Requests (“Waiver Policy”) that shall govern the NRMP’s handling of waivers and which are incorporated by reference in and are an integral part of this Agreement.

Any participant in the SMS shall promptly notify the NRMP of any waiver requests received directly from any other participant.

Programs shall use the Applicant Match History in the R3 system to determine the appointment status of any applicant considered for appointment to the program.

The NRMP, in its sole discretion, may grant to a program a waiver of its binding commitment to an applicant if the NRMP determines that fulfillment of a program's commitment to the results of the SMS Match would cause serious and extreme hardship for the program. The waiver request must (a) be made in writing by the program director or the NRMP institutional official with a copy to each applicant whose position is included in the waiver request; (b) specify each such applicant; and (c) specify the method the program will employ to assist each such applicant to secure another residency position in the event the waiver request is the result of program closure or a change in program complement. The NRMP will investigate the waiver request to determine whether or not the waiver is appropriate.

Programs that have matched to an applicant shall not discuss, interview for, or offer the matched position to another candidate prior to the NRMP granting the waiver. If the NRMP receives information that a Match-participating program has discussed, interviewed for, or offered the matched position to another applicant prior to receiving a waiver from the NRMP, the NRMP will initiate an investigation to determine whether the program or applicant has violated the terms of this Agreement.

Upon completing its investigation, the NRMP, in its sole discretion, may grant a waiver to the program releasing it from the commitment to one or more of the applicants whose positions were included in the waiver request, or it may deny the request. Programs are not authorized to recruit another candidate for the matched position until so notified by the NRMP.

3.6.1 Waiver Approvals: Programs

If the waiver is granted to the program by the NRMP, the applicant may accept a position in another graduate medical education program and the matched program may offer the vacant position to another qualified applicant, unless the waiver request was based on financial hardship, a reduction in resident complement, or loss of accreditation.
3.6.2 Waiver Denials: Programs

If the waiver is not granted to the program by the NRMP, the program will be expected to offer the matched position(s) to the applicant(s) included in the program’s waiver request. If the program does not offer the matched position(s), the NRMP will initiate an investigation to determine whether the program has violated the terms of this Agreement.

If an applicant requests a waiver from the NRMP and/or informs the matched program of the desire for a waiver, the program shall not discuss the matched position with any other candidate or the applicant’s eligibility with any other program or offer the matched position to any other candidate until either (a) the matched applicant has informed the NRMP in writing that he/she will not accept the matched position if his/her waiver request is denied by the NRMP and the program has been notified by the NRMP that it has been granted a waiver, or (b) the waiver is granted by the NRMP. If the NRMP receives information that the program has discussed, interviewed for, or offered the position to another candidate before it has been notified by the NRMP that either of the foregoing conditions has occurred, the NRMP will initiate an investigation to determine whether the program has violated the terms of this Agreement.

All programs sponsored by a Match-participating institution are prohibited from offering a position to an applicant who is ineligible to accept or start a position because his/her waiver request was denied by the NRMP. Such prohibition applies to all positions which have a start date within one year from the date of the NRMP’s decision. If any program at a Match-participating institution, regardless of the program’s Match participation status, offers a position to a applicant whose waiver was denied and training would commence during the one-year period, or if the applicant accepts or starts such a position, the NRMP will initiate an investigation to determine whether the applicant, the program, and/or the institution has violated the terms of this Agreement.

If the NRMP initiates an investigation to determine whether a program or applicant has violated the terms of this Agreement, the NRMP will follow the procedures set forth in Section 7.0 of this Agreement.

3.7 Program Closures and Reductions in Resident Complement

If a program has reason to close and/or reduce the number of fellows, it must follow the procedures specified in Section II of the ACGME Institutional Requirements, as amended from time to time, or any successor requirements. The program must notify the NRMP of the method it will employ to assist each matched applicant in securing
another graduate medical education position. Failure to adhere to those requirements will be a breach of this Agreement.

3.8 Deferral of the Match Commitment

The NRMP, in its sole discretion, may grant to an applicant and a program a one-year deferral of a binding commitment if: (1) both parties agree to the deferral; and (2) the NRMP determines that failure to obtain a deferral would cause serious and extreme hardship. If for any reason a deferred commitment cannot or will not be honored, one or both parties shall submit to the NRMP a request for a waiver according to the procedures set forth in Sections 2.4 and 3.6 of this Agreement.

4.0 Communications

Except as otherwise expressly provided in this Agreement, all communications from the NRMP to a Match participant shall be transmitted electronically to the email address designated by the participant at the time of registration in the R3 system. The participant is responsible for providing the correct email address in the R3 system at the time of registration and for updating the email address, if necessary, during the matching process. If involved in a waiver or violation investigation, the participant also is responsible for conveying any change in email address to the NRMP after The Match has concluded.

References to communications from the NRMP in this Agreement, the NRMP Waiver Policy, the NRMP Violations Policy, or such other policy as may be implemented by the NRMP from time to time shall mean communication by electronic transmission; provided, however, that the NRMP shall continue to communicate confirmed violations of this Agreement in writing as provided in Section 7.2.

4.1 Among Programs, Program Directors' Groups, and the NRMP

Complete, timely, and accurate exchanges of information are essential to the fellowship application and matching process.

The program directors' group representing the programs in a particular specialty desiring to participate in the SMS must designate a "specialty representative" to be responsible for overseeing the Match process and to be the group's official representative to the NRMP on all matters regarding the group's programs that register for the SMS Match. The specialty representative will be responsible for negotiating the terms of the services to be provided for the specialty by the NRMP, and must have the authority to execute the "NRMP Program Directors’ Annual Participation Agreement" on behalf of the group and to commit to the NRMP the active participation in the SMS Match of 75 percent of the programs in such specialty and 75 percent of the available positions in a given year.
4.2 Schedules and Deadlines

An annual Schedule of Dates is published by the NRMP and is incorporated in this Agreement by reference. Time is of the essence in this Agreement and adherence to those dates is essential. All information must be received by the NRMP by the published deadlines.

Sponsoring institutions and their programs set their own application deadlines. Applicants must comply with individual program schedules.

4.3 Use of Match Information

It is a violation of this Agreement if any applicant or program shares any Match information from the R3 system, including but not limited to, information from the List of Unfilled Programs, with any individual who is not registered for the Specialties Matching Service or allows an individual who is not registered for the Specialties Matching Service to use the registrant’s unique code number and password to access the R3 system to obtain match information. In addition, it is a violation of this Agreement if any Match information from the R3 system, including but not limited to, information from the List of Unfilled Programs, is distributed or posted by any applicant or program to any web site or non-NRMP-related matching service. If the NRMP initiates a violation investigation, the NRMP shall follow the procedures set forth in Section 7.0 of this Agreement.

4.4 Completeness, Timeliness, and Accuracy of Information

Applicants are responsible for the completeness, timeliness, and accuracy of the information provided to programs. The submission of information by an applicant during the interview and/or matching process that is false, misleading, incomplete, or plagiarized from another source is a violation of this Agreement.

Programs shall act in good faith to provide complete, timely, and accurate information to interviewees. Programs shall provide a copy of the contract the applicant will be expected to sign if matched to the program if such contract is available, or a copy of the contract currently in use. Programs also must provide all institutional policies regarding eligibility for appointment to a residency or fellowship position. The contract and all other information must be communicated to interviewees in writing prior to the applicable rank order list certification deadline.

The NRMP is not responsible for ensuring the accuracy of information exchanged between applicants and programs. However, if the NRMP believes it has credible evidence that an applicant or program has violated the terms of this Agreement, the NRMP is authorized to take appropriate action, as described in Section 7.0 including, but not limited to, withdrawing the applicant or program from the SMS and reporting the
violation by the applicant or program to the ABMS, the ACGME, and/or the program directors’ group, in accordance with Section 7.0.

4.5 Confidentiality

The information submitted to the NRMP on both applicant and program rank order lists is confidential. It is the policy of the NRMP not to disclose such information in any manner that permits individual identification of either applicants or programs. Applicants and programs have the right to keep their rank order lists confidential and not to share them with any individual or entity.

In addition, information contained in the NRMP’s R3 system is confidential and available only to registered applicants and program directors and other authorized users. Unauthorized use or disclosure of such information to persons not entitled to access it shall be considered a violation of this Agreement.

5.0 Matching and Appointing Rules

5.1 Match Commitment

The listing of an applicant by a program on its certified rank order list or of a program by an applicant on the applicant's certified rank order list establishes a binding commitment to offer or to accept an appointment if a match results and to start training in good faith (i.e., with the intent to complete the program) on the date specified in the appointment contract. Absent a waiver from the NRMP, failure to honor this commitment by either party shall be a breach of this Agreement and may result in penalties to the breaching program or applicant, as described in Section 7.0.

The binding commitment may be released only through the waiver procedures set forth in Sections 2.4 and 3.6 of this Agreement. Each such appointment is subject to the official policies of the appointing institution in effect on the date the program submits its rank order list and is contingent upon the matching applicant meeting all eligibility requirements imposed by those policies. Those requirements must be communicated to applicants in writing prior to the applicable rank order list certification deadline. It is recommended that each program obtain a signed acknowledgment of such communication from each applicant who interviews with such program.

An applicant who gives notice of resignation, resigns, or vacates a matched position within 45 days of the start date specified in the appointment contract shall be presumed to have breached this Agreement unless evidence is submitted, though the NRMP waiver process, sufficient to show that the applicant entered into the program in good faith and the NRMP determines that applicant has a reasonable
basis to be released from the binding commitment to the program under procedures set forth in Section 2.4 of this Agreement.

Any program that discusses, interviews for, or offers a position to an applicant who has a binding commitment to a concurrent year position in another program or who is ineligible as a result of a denied waiver or a confirmed violation will be in breach of this Agreement and may be subject to the penalties described in Section 7.0. Programs shall not interview or discuss with an applicant any potential position unless the program has first determined that the applicant is eligible for appointment. Programs shall determine the applicant’s eligibility by verifying the applicant’s Match status in the Applicant Match History that is available in the R3 system and/or by contacting the NRMP to obtain that information.

After the general announcement of Match results, each program shall forward letters of appointment to all applicants who have matched with that program. Applicants are expected to return one copy of the letter of acceptance to the program before the deadline stated in the letter.

5.2 Rank Order List Certification

To participate in the SMS, programs and applicants must (a) register with the SMS and (b) submit certified rank order lists electronically using the R3 system. Use of the R3 system requires Internet access using common browser programs, as described in the User Guide. Rank order lists cannot be submitted by mail or in any way other than through the R3 system.

Access to the R3 system is limited to registered programs and applicants and other authorized users. Each authorized user must enter a unique username and password.

The rank order list ("ROL") can be entered in more than one session and can be modified multiple times prior to the rank order list certification deadline. Parties are encouraged to finish this process at least a week before the ROL certification deadline, prior to the peak utilization period when the Match Site may be less accessible. THE NRMP DOES NOT GUARANTEE THE AVAILABILITY OF THE R3 SYSTEM AND WILL NOT MODIFY IN ANY WAY THE RANK ORDER LISTS OF APPLICANTS OR PROGRAMS.

5.3 Program Changes

Programs may make quota changes, additions, withdrawals, and other changes in the positions they desire to fill through the SMS. Such changes must be approved by the institutional official responsible for the program making the change as described in Section 3.4.1, and must be made in the R3 system, by the quota change deadline for the SMS Match in question. Exceptions to this deadline may be requested by the
program director institutional official for cases of extreme emergency, such as loss of funding or accreditation. In such cases, a written request for relief should be made to the NRMP.

6.0 Restrictions on Persuasion

One of the purposes of the Specialties Matching Service is to allow both applicants and programs to make selection decisions on a uniform schedule and without coercion or undue or unwarranted pressure. Both applicants and programs may express their interest in each other; however, they shall not solicit verbal or written statements implying a commitment. Applicants shall at all times be free to keep confidential the names or identities of programs to which they have or may apply. The NRMP recommends that each program director and applicant read carefully the Match Communication Code of Conduct for information on acceptable methods of interaction during the interview and matching processes.

In addition, it is a breach of this Agreement for:

(a) a program to request applicants to reveal ranking preferences; or

(b) an applicant or a program to suggest or inform the other that placement on a rank order list is contingent upon submission of a verbal or written statement indicating ranking intentions; or

(c) a program to require applicants to reveal the names or identities of programs to which they have or may apply; or

(d) a program and an applicant in the SMS to make any verbal or written contract for appointment to a concurrent year residency or fellowship position prior to the release of the List of Unfilled Programs.

Only the final preferences of programs and applicants, as expressed on their final certified rank order lists, will determine the offering of positions and the placement of applicants through the SMS.

7.0 Match Violations

7.1 NRMP Violations Policies and Procedures

All SMS participants shall behave in an ethical and responsible manner during the matching process and shall comply with the terms and conditions of this Agreement. It is the policy of the NRMP to investigate alleged breaches of this Agreement, including but not limited to: failure to provide complete, timely, and accurate information during the interview and matching process; discrepancies in graduation credentials; attempts to subvert eligibility requirements or the matching process itself; failures to offer or accept an appointment as required by the results of a Match; and any other irregular behavior or activities that occur in connection with registration, the submission or modification of a rank order list, and/or the participant's commitment to honor the Match outcome. SMS participants
shall report to the NRMP any suspected violation of the applicable Match Participation Agreement.

The NRMP Policies and Procedures for Reporting, Investigation, and Disposition of Violations of NRMP Agreements ("Violations Policy") shall govern the NRMP’s handling of Match violations and are incorporated by reference in and are an integral part of this Agreement.

At any time the NRMP may withdraw any applicant or program from the SMS if the NRMP believes it has credible evidence that the applicant or program has violated the terms of this Agreement. Upon withdrawing an applicant or program from the SMS, the NRMP shall note in the R3 system that the applicant or program is the subject of “pending action” until the applicant or program has waived or exhausted the opportunity to contest the adverse action. Applicants or programs withdrawn under sections 2.3.2 (b), 3.3 (b), or 7.0 of this Agreement shall be afforded an opportunity to be heard in accordance with the Violations Policy.

The NRMP’s authority to withdraw an applicant or program from the SMS under this section is in addition to its authority to impose sanctions for violations of this Agreement. Therefore, any decision by the NRMP to withdraw an applicant or program under this section shall not be subject to any suspension in the event the applicant or program chooses to contest the withdrawal or other action by the NRMP under the dispute resolution process set forth in Section 14.0.

Upon confirmation by a Review Panel that the applicant or program has violated the terms of this Agreement, the NRMP shall note in the R3 system that the applicant or program is the subject of “pending action” if the applicant or program elects to contest the adverse action. The designation shall remain in place until the applicant or program has waived or exhausted the opportunity to contest the adverse action pursuant to the Violations Policy.

7.2 Consequences of Confirmed Violations

The consequences of a confirmed violation of this Agreement are set forth in the Violations Policy. They include the following:

7.2.1 Applicants

If the NRMP’s investigation of an alleged Match violation by an applicant results in a finding that an applicant has committed a violation of this Agreement, the processing of the applicant's rank order list may be interrupted. The NRMP at its discretion may withdraw the applicant from the SMS Match.

The NRMP’s Final Report on the confirmed violation will be delivered to the applicant with copies to:
(1) the applicant's medical school official, with a request that the Final Report be placed in the applicant's permanent file

(2) the Educational Commission for Foreign Medical Graduates if the applicant is a graduate of an international medical school

(3) the NRMP institutional official and the director of the program to which the applicant matched

(4) the NRMP institutional official and the director of the program to which the applicant has applied or switched (if known)

(5) the party who originally reported the violation

(6) the NRMP Executive Committee

(7) the American Board of Medical Specialties

(8) the applicant's residency program director

(9) the Federation of State Medical Boards if the applicant is to be permanently identified as a Match violator or permanently barred from future NRMP Matches

(10) any parties whom the NRMP has determined are relevant to its investigation

In addition, the applicant may be barred from subsequent NRMP matches and/or identified as a Match violator to participating programs for one to three years or permanently, as determined by the NRMP. The applicant also may be barred from accepting or starting a position in any program at a Match-participating institution that would commence training within one year from the date of issuance of the Final Report. Further, any matched applicant who does not accept the matched position and has been denied a waiver of a binding commitment may be barred from accepting or starting a position in any program at a Match-participating institution that would commence training within one year from the date of the NRMP's decision on the waiver.
The decision conveyed in the Final Report will be reflected in the *R3* system Applicant Match History for one to three years or permanently, as determined by the NRMP. Term limits of any sanction(s) imposed for the violation will be included to identify the length of time the action is in effect.

The NRMP has sole discretion to determine which of the sanctions described above shall be applied in the event an applicant violates this Agreement.

### 7.2.2 Programs

If the NRMP's investigation of an alleged Match violation by a program results in a finding that a program has committed a violation of this Agreement, the processing of the program's rank order list may be interrupted. The NRMP at its discretion may withdraw the program from the *SMS* Match.

The NRMP's Final Report on the confirmed violation will be delivered to the program director with copies to:

1. the NRMP institutional official for transmittal to the institution's graduate medical education committee
2. the chair of the institution's graduate medical education committee
3. the ACGME for distribution to the respective Residency Review Committee (RRC) and the Institutional Review Committee
4. the respective specialty program director association
5. the party who originally reported the violation
6. the NRMP Executive Committee
7. any parties whom the NRMP has determined are relevant to its investigation

In addition, the program may be barred from future NRMP Matches and/or identified as a Match violator for one to three years or permanently, as determined by the NRMP. The decision conveyed in the Final Report will be reflected...
in the Institution and Program Violations report in the R3 system for one to three years or permanently, as determined by the NRMP. Term limits of any sanction(s) imposed for the violation will be included to identify the length of time the action is in effect.

Any program at a sponsoring institution is prohibited from offering a position to an applicant who has been barred for one year from accepting a position because a waiver request has been denied or because of a confirmed violation of an NRMP Match Participation Agreement. If a program offers a position to such applicant, or if an applicant accepts such a position, and training would commence within one year of the date of the NRMP’s waiver decision or the date of issuance of the Final Report, the NRMP will initiate an investigation to determine whether the applicant or program has violated the terms of the Agreement.

The NRMP has sole discretion to determine which of the sanctions described above shall be applied in the event a program violates this Agreement.

8.0 Fees and Fee Refunds

8.1 Applicant Fees

Applicants who are withdrawn from an SMS Match, either by their choice or by the NRMP, will not have their fees refunded.

8.1.1 Applicant Registration Fee

The applicant must pay an applicant registration fee before the NRMP will accept the applicant's registration

8.1.2 Couples' Fee

Each partner of a couple must pay a couple registration fee at the time of registering as a couple. The couples' fee is not refundable if the partners subsequently decide not to participate in the SMS Match as a couple.

8.1.3 Unpaid Applicant Fees

Applicants who are withdrawn from the SMS due to unpaid fees (including credit card chargebacks) will not be allowed access to the List of Unfilled Programs. In addition, applicants who authorize a credit card chargeback of NRMP fees without NRMP consent may be barred permanently from participation in future Matches.
8.2 Institution and Program Fees

Each institution must pay an institution registration fee, a program registration fee for each of its registered programs, and a matched applicant fee for each applicant with whom a program matches successfully. The NRMP will invoice the institution for those fees and all incurred expenses, which must be paid within thirty (30) calendar days of the invoice date. The invoice will be sent to the institutional official, who will be responsible for ensuring prompt payment.

8.3 Fee Payment Procedures

All fees must be paid in U.S. dollars by credit card or by bank checking account through the R3 system by the due date for such fees. Applicant registration fees must be paid at the time of registration. By electing to pay by credit card or checking account, each applicant authorizes the NRMP to supply the bank with information it requires in order to resolve inquiries regarding related credit card charges or account withdrawals. If the credit card or checking account is not approved for the amount necessary to cover the applicable fees, the applicant will not be allowed to register unless replacement credit card or checking account information is entered through the R3 system and processed successfully prior to the scheduled opening of the R3 system for rank order list entry.

8.4 Fee Refunds; Overdue Fees

The fees paid by applicants, programs, and institutions are not refundable.

Rank order lists will not be accepted from any applicant whose registration fee, or any other fees due the NRMP, have not been paid. Applicants and programs with unpaid NRMP fees will be withdrawn from the SMS.

9.0 Use of Information

Each program and applicant authorizes the NRMP to request, obtain, transmit, and receive identifying information, including information in the R3 system, to and from authorized users, including the Accreditation Council for Graduate Medical Education, the Association of American Medical Colleges, the American Medical Association, the Educational Commission for Foreign Medical Graduates, the Canadian Resident Matching Service, the National Board of Medical Examiners, the National Board of Osteopathic Medical Examiners, and other authorized users engaged in postgraduate medical education for purposes of collecting and verifying data submitted by the applicant or program, establishing postgraduate training data bases, or conducting a Matching Program, or effecting a match. For the avoidance of doubt, a rank order list submitted by an applicant or program is confidential and the NRMP will not disclose or release applicant or program ranking information that is clearly and uniquely identifiable with an applicant or program, except in response to an order from a court of competent jurisdiction.
Each program and applicant also authorizes the NRMP to use any information provided by such program or applicant to the NRMP, including but not limited to USMLE scores, COMLEX scores, AOA membership, volunteer and work experiences, in any study approved by the NRMP, provided that no information clearly and uniquely identifiable with such program or applicant is disclosed in reports resulting from such study.

Each program and applicant authorizes the NRMP to use any information provided by such program or applicant to the NRMP in any study approved by the NRMP, provided that no information clearly and uniquely identifiable with such program or applicant is disclosed in reports resulting from such study.

Each applicant also authorizes the NRMP to release applicant SMS Match results to each program that ranked the applicant on the program's rank order list, to the specialty representative to the NRMP, and to those program directors who request such information to verify whether the applicant was matched.

Each applicant also authorizes the NRMP to release the location of current or prior residency training, as provided to the NRMP by the applicant, in a report to the applicant's Main Residency Match® program director for the purpose of verifying where the applicant matched for a fellowship position.

Each applicant also authorizes the NRMP to post Match information in the R3 system Applicant Match History.

10.0 Representations and Warranties

Each program and applicant represents and warrants to the NRMP that all of the information provided, or that will be provided, by such program or applicant to the NRMP is complete, timely, and accurate to the best of such program's or applicant's knowledge at the time such information was or will be provided and at the time of certification of such program's or applicant's rank order lists. Each applicant further represents that he/she has authorized all institutions and individuals who may possess this information to disclose it to the NRMP for purposes of verification. Each program and applicant further represents that their unique log in information to access the R3 system will not be shared with or used by any other individual to access the system. Moreover, each applicant represents that he/she has read, understood, and agrees to the NRMP's Privacy Policy, and each program represents that he/she and his/her personnel using and accessing NRMP information have read, understood, and will abide by the NRMP's Privacy Statement.

11.0 Disclaimers

The parties acknowledge that the fees charged by the NRMP for participation in the SMS include no consideration for any assumption by the NRMP of the risk of any damages that may arise in connection with any program's or applicant's participation in the SMS or utilization of the R3 system.

Each party agrees that neither:
(a) the NRMP,

(b) any vendor providing equipment, software, or services to the NRMP, nor

(c) any director, officer, employee, affiliate, or agent of the NRMP, 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 Agreement, the SMS, the use of the R3 system, or the automated systems and services utilized by the NRMP to implement the SMS 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 R3 system; (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 rank order list or other information or in certifying a rank order list, 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 NRMP or the performance, maintenance, or use of, or inability to use, all or any part of the R3 system. 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 NRMP to implement the SMS and the R3 system are provided "AS IS" and "AS AVAILABLE." NONE OF THE NRMP, 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 R3 SYSTEM, OR THE SMS, 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 NRMP, the 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 R3 system will be accurate, complete, secure, timely, or reliable, or that the R3 system or the automated services utilized by the NRMP will be error-free or operate without interruption. In particular, and without limiting the generality of the foregoing, the NRMP makes no warranty that certified rank order lists processed through use of such automated services will be properly executed. Each program and applicant is solely responsible for verifying that the certified rank order list has been duly entered and certified.

12.0 Limitation of Liability

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

All notices to the NRMP, other than those given in accordance with Section 7.0, must be given either by email at support@nrmp.org or through the R3 system and are effective upon receipt. The NRMP is not responsible for delays in email or Internet service. Any notices or documents received by the NRMP after the relevant deadline date will not be considered.

All notices, other than those given in accordance with Section 7.0, to applicants or programs will be given either by (a) email to the email address provided by such party to the NRMP upon submission of such party's registration in the R3 system or (b) through the R3 system while the applicant or program is logged on to the site. All 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. All notices given by the NRMP during an applicant's or program's session on the R3 system will be deemed given at the time of such session.

14.0 Dispute Resolution

Except for the granting or denial of a waiver as noted in Sections 2.4 and 3.6 of this Agreement, all disputes arising out of, or related to, the Specialties Matching Service, this Agreement, or the breach thereof, between or among the NRMP and any applicant or program participating, or seeking participation, in the SMS must be settled by arbitration 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. 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 NRMP unless (1) the arbitrator overturns a finding by the NRMP of a violation of this Agreement or (2) the arbitrator finds that the sanctions imposed by the NRMP are either arbitrary and capricious or were imposed outside of the scope of potential sanctions set forth in this 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 arbitrators must conduct all arbitration proceedings in the Office of the NRMP in Washington, DC or at such other location in Washington, DC 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 applicant or program to demonstrate by clear and convincing evidence that an adverse decision by the NRMP was without basis-in-fact or in violation of the Agreement. The award by the arbitrator or arbitrators shall be final. Judgment upon the award rendered may be
entered in any court having jurisdiction thereof, so long as the arbitrators acted in good faith. The arbitrator may construe and interpret, but may not vary or ignore, the terms of the Agreement. The arbitrator shall not have the power to make an award that is inconsistent with the provisions of this Agreement or with District of Columbia substantive law.

15.0 Limitation of Action

No claim or cause of action, regardless of form, arising out of or related to the Specialties Matching Service, this Agreement, or the breach thereof, or any other dispute between the NRMP and any applicant or program participating, or seeking participation, in the SMS, may be brought in an arbitral, judicial, or other proceeding by any party more than 30 calendar days 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 NRMP must notify the NRMP 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 NRMP in accordance with the Violations Policy, or if the party does not file a written demand for arbitration in accordance with the Violations Policy, that party is deemed to have waived and is barred from later filing a demand for arbitration or seeking other relief.

16.0 General

This Agreement is governed by the laws of the District of Columbia, excluding its choice of law provisions.

The headings of the Sections of this 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 Agreement. Unless indicated otherwise, references in this Agreement to Sections are to Sections of this Agreement.

If any provision of this 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 Agreement is determined to have failed of its essential purpose, then all other provisions of this Agreement will remain in full force and effect.
Failure of any party to act or exercise its rights under this 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 Agreement contains the entire agreement between the parties with respect to the SMS and its results. Any representations, promises, or conditions not incorporated in this Agreement will not be binding upon any of the parties. No modification of this Agreement shall be effective unless in writing and executed by the party against whom it is to be enforced.