



**Match Participation Agreement
For
Applicants and Programs
For the 2017 **Main Residency Match**®**

**Terms and Conditions of the Match Participation Agreement Among
Applicants, the NRMP, and Participating Programs**

These are the terms and conditions of the Match Participation Agreement that each applicant and program desiring to participate in the **Main Residency Match** 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 Match Participation Agreement 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 **Main Residency Match**, 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 Match Participation Agreement (also referred to in these terms and conditions as "this Agreement").

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1.0 Introduction to the Main Residency Match

The **Main Residency Match** (“the Match”) is a system for the confidential selection of applicants to graduate medical education core residency positions. Sponsoring institutions that register any programs in the **Main Residency Match** agree to select senior students of U.S. allopathic medical schools for all of their programs **only** through the Match or another national matching plan. In addition, programs participating in the **Main Residency Match** agree to register and attempt to fill all of their positions in the **Match** or another national matching plan. Positions may be offered through the **Main Residency Match** 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 who have registered with the NRMP and agreed to abide by the terms of this Agreement may participate in the **Main Residency Match**.

The parties acknowledge that (a) the NRMP does not provide application services to applicants or programs; (b) applicants must apply directly to the programs in which they desire to obtain positions in addition to registering for the **Main Residency Match** 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 **Main Residency Match** is to provide a uniform time for both applicants and programs to make their selections without pressure. Through the Match, applicants may be "matched" to programs using the certified rank order lists of the applicants and programs or they may obtain positions during the **Supplemental Offer and Acceptance Program**® (**SOAP**®) that occurs during Match Week. The Match is managed through the NRMP's **Registration, Ranking, and Results (R3)** system. Match Week is the period of time when applicants and programs learn the results of the **Main Residency Match**, beginning at 11:00 a.m. eastern time on Monday and ending at 1:00 p.m. eastern time on Friday. A match between an applicant and a program or a position offered and accepted during **SOAP** constitutes a binding commitment between the two parties in accordance with the terms of this Agreement. Any breach of that commitment may result in adverse consequences to the breaching applicant or program, as described in Section 8.0.

The NRMP seeks to maintain the highest professional standards in the conduct of the **Main Residency Match** and in its interactions with all participants: applicants, program directors, institutional officials, and student affairs deans. All participants in the **Main Residency Match** 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 **Main Residency Match**, prior to the scheduled start date of the position(s) for which the applicant is applying, the applicant 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 has matched or which the applicant has accepted through the **Supplemental Offer and Acceptance Program** or for communicating such requirements to applicants.

2.2 Categories of Applicants

Applicants in the **Main Residency Match** are either sponsored or independent and may register to be treated as a couple as described below.

2.2.1 Sponsored Applicants

The term "sponsored applicant" refers to an applicant who is a student enrolled in a medical school accredited by the Liaison Committee on Medical Education ("LCME"). Sponsored applicants' eligibility to participate in the **Main Residency Match** and to enter graduate medical education training on July 1 in the year of the Match shall be verified by their medical schools by the Rank Order List Certification Deadline.

A senior student who was withdrawn from the Match may accept a position outside the Match no earlier than 12:00 p.m. eastern time on Wednesday of Match Week and only if training will begin on or after July 1 and before February 1 in the year immediately following the Match; however, if the student elects to participate in the Match the following year, the student will be sponsored.

2.2.2 Independent Applicants

The term "independent applicant" refers to an applicant who is either:

- (a) A physician who is a graduate of a medical school that is accredited by the LCME at the time of graduation;
- (b) A student enrolled in, or a graduate of, a medical school accredited by the Committee on Accreditation of Canadian Medical Schools;
- (c) A student enrolled in, or a graduate of, a school accredited by the American Osteopathic Association Commission on Osteopathic College Accreditation;
- (d) A student enrolled in, or a graduate of, a school outside the United States and Canada not accredited by the LCME, the Committee on Accreditation of Canadian Medical Schools, or the American Osteopathic Association Commission on Osteopathic College Accreditation; or
- (e) A student who is a graduate of a Fifth Pathway program.

Independent applicants who registered for the **Main Residency Match** in a prior year may not reactivate their

registrations. They must register again in the current Match year in order to participate in the **Main Residency Match**.

2.2.3 Couples

Applicants registered as a couple are treated by the **Main Residency Match** only as a couple. If two applicants who registered as a couple do not obtain a match as a couple, the **Main Residency Match** will not try to find a separate match for either of them individually.

2.3 Verification of Credentials of Independent Applicants

The credentials of independent applicants will be verified by the NRMP as summarized below.

The NRMP will verify the credentials of independent applicants described in Sections 2.2.2 (a), (b), and (c) with their respective schools. The NRMP will verify Fifth Pathway program enrollment with the respective LCME-accredited medical school for applicants described in 2.2.2 (e) who have completed such a program. Independent applicants described in Section 2.2.2(d) must submit either:

- A notarized copy of a full and unrestricted license to practice medicine in a U.S. jurisdiction; or
- An Educational Commission for Foreign Medical Graduates ("ECFMG") candidate number. The NRMP will verify that the applicant has completed the necessary requirements for ECFMG certification.

The NRMP will notify all independent applicants whose credentials cannot be verified and will provide them an opportunity to substantiate their credentials. All verifications must be completed before the Rank Order List Certification Deadline.

2.4 Withdrawals

2.4.1 Withdrawal by the Applicant

Independent applicants may withdraw from the **Main Residency Match**, but only if the NRMP receives their withdrawal request prior to the Rank Order List Certification Deadline through the **R3** system. Applicants who accept a concurrent year residency position outside the **Main Residency Match** or through any other national matching plan shall withdraw from the **Main Residency Match**. Failure to withdraw from the **Main Residency Match** prior to the Rank Order List Certification Deadline shall be a breach of this Agreement and may subject the applicant to the penalties described in Section 8.0. Applicants in the **Main**

Residency Match are prohibited from applying for, discussing, interviewing for, or accepting a position through any other national matching plan or by agreement outside the **Main Residency Match** after the Rank Order List Certification Deadline.

A sponsored applicant may withdraw from the **Main Residency Match** only through his or her NRMP medical school official. In addition, if the NRMP official of the sponsoring medical school determines that a sponsored applicant is ineligible to enter graduate medical education on July 1 in the year of the Match, the school shall revoke its sponsorship of that individual and notify the NRMP prior to the Rank Order List Certification Deadline through the **R3** system. If the NRMP official of the sponsoring medical school determines after the Match results have been released that a sponsored applicant is ineligible to enter graduate medical education by July 1 in the year of the Match, the school shall immediately notify the NRMP in writing. NRMP medical school officials shall determine the eligibility of their sponsored applicants to enter graduate medical education prior to the Rank Order List Certification Deadline.

A sponsored applicant who has been withdrawn may accept a position outside the **Main Residency Match** no earlier than 12:00 p.m. eastern time on Wednesday of Match Week and only if training will begin on or after July 1 and before February 1 immediately following the Match; however, if the student elects to participate in the Match the following year, the student will be sponsored.

2.4.2 Withdrawal of Applicants by the NRMP

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

- (a) Independent applicants whose credentials cannot be verified by the NRMP, as described in Section 2.3. If an independent applicant is withdrawn because the applicant is ineligible to enter graduate medical education on July 1 in the year of the Match, (a) the applicant's rank order list shall not be used when the matching algorithm is processed, and (b) the applicant will not be eligible to participate in the Match Week **Supplemental Offer and Acceptance Program (SOAP)** unless by 5:00 p.m. eastern time on the Wednesday prior to Match Week the applicant becomes eligible to enter graduate medical education on July 1 in the year of the Match. An

independent applicant who is not eligible to enter graduate medical education on July 1 in the year of the Match (a) may submit applications to non-Match-participating programs no earlier than 3:00 p.m. eastern time on Monday of Match Week; (b) may accept a position in a non-NRMP-Match participating program no earlier than 12:00 p.m. eastern time on Wednesday of Match Week; and/or (c) may seek a position in an NRMP Match-participating program no earlier than 11:00 a.m. eastern time on Thursday of Match Week, when the **Supplemental Offer and Acceptance Program** has concluded.

(b) Sponsored applicants whose graduation from an LCME-accredited medical school is not verified by the applicant's medical school. If a medical school revokes its sponsorship of and withdraws a sponsored applicant because the applicant is ineligible to enter graduate medical education on July 1 in the year of the Match, (a) the applicant's rank order list shall not be used when the matching algorithm is processed, and (b) the applicant will not be eligible to participate in **SOAP** unless by 5:00 p.m. eastern time on the Wednesday prior to Match Week the applicant becomes eligible to enter graduate medical education on July 1 in the year of the Match. If a medical school revokes its sponsorship of and withdraws a sponsored applicant because the applicant is ineligible to enter graduate medical education on July 1 in the year of the Match, the applicant (a) may submit applications to non-Match participating programs no earlier than 3:00 p.m. eastern time on Monday of Match Week; (b) may accept a position in a non-NRMP-Match participating program no earlier than 12:00 p.m. eastern time on Wednesday of Match Week; and/or (c) may seek a position in an NRMP Match-participating program no earlier than 11:00 a.m. eastern time on Thursday of Match Week, when the **Supplemental Offer and Acceptance Program** has concluded.

(c) Applicants registered for the **Main Residency Match** who receive positions in programs sponsored by the U.S. military services prior to the Rank Order List Certification Deadline. Such applicants will be ineligible to participate in **SOAP** for concurrent year NRMP positions.

(d) Applicants registered in both the Canadian Resident Matching Service ("CaRMS") and the **Main Residency Match** who match through CaRMS to a concurrent year position. 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 **SOAP** for concurrent year NRMP positions.

(e) Applicants registered in both the American Osteopathic Association ("AOA") matching service and the **Main Residency Match** who match through the AOA Match to a PGY-1 or PGY-2 position. Individuals who match through the AOA to either a PGY-1 or a PGY-2 position will automatically be ineligible to match to a concurrent year position in the NRMP and will automatically be ineligible to participate in **SOAP** for a concurrent year NRMP position.

(f) Applicants who obtained advanced positions to begin in the current Match year, either through the NRMP **Specialties Matching Service**[®] or the prior NRMP **Main Residency Match**, who have not received a waiver of the Match commitment to the advanced position. Those applicants will be eligible for the **Main Residency Match** only if the appropriate waiver request is received and approved by the NRMP prior to the Rank Order List Certification Deadline.

(g) Applicants with unpaid NRMP fees. The applicant registration procedure requires that all fees be paid in U.S. dollars by credit card through the **R3** system. The applicant will be allowed to register for and participate in the **Main Residency Match** only after a credit card payment is entered through the **R3** system and processed successfully.

(h) 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 **Main Residency Match**, the NRMP shall note in the **R3** system that the applicant is the subject of "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 **Main Residency Match** 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 15.0.

2.4.3 Withdrawal Deadlines and Restrictions

Applicants may not withdraw from the **Main Residency Match** after the 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 **Main Residency Match** after the Rank Order List Certification Deadline.

2.5 Waiver of the Match Results: Applicants

Applicants and programs are not authorized to release each other from their binding commitment. **Once a party has matched or a position has been offered and accepted during the Match Week Supplemental Offer and Acceptance Program (SOAP), a waiver of the binding 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 **Main Residency Match** 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 applicant is ineligible for the position or if fulfillment of the commitment to the results of the **Main Residency Match** would cause unanticipated serious and extreme hardship to the applicant. An applicant who matched to or accepted an advanced position also may request a waiver if the applicant has elected to change specialties, provided the waiver is requested **no later than December 15** prior to the start of training. The waiver request must be submitted in writing by the applicant using the appropriate Waiver Request Form with a copy to the program to which the applicant matched or in which the applicant accepted a position. The NRMP will review 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 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 position.

Applicants who have matched to a program or have accepted a position during SOAP 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. If any program at a Match-participating institution interviews for or offers a concurrent year position to an applicant who has not been granted a waiver by the NRMP, 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 8.0 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 position until so notified by the NRMP.

2.5.1 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 program may offer the vacant position to another qualified applicant.

2.5.2 Waiver Denials: Applicants

If the waiver is not granted to the applicant by the NRMP, the applicant will be expected to accept the position. If the applicant does not accept the 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 position, the NRMP will grant a waiver to the program so that it can recruit another qualified applicant for the position.

An applicant whose waiver request has been denied and who does not accept the position may be barred for one year from accepting an offer of a position or a new training year, regardless of the start date, in any program sponsored by a Match-participating institution and/or starting a position or new training year in any program sponsored by a Match-participating institution if training would commence 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 or a new training year 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 8.0 of this Agreement.

2.6 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 Match commitment if: (1) both parties agreeing to the deferral provide written documentation; and (2) failure to obtain a deferral would cause unanticipated serious and extreme hardship. If for any reason a deferred Match 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 2.5 and 3.6 of this Agreement.

3.0 Programs

3.1 Eligibility

To be eligible to offer positions through the **Main Residency Match**, as of the Rank Order List Certification Deadline a program must be either (a) accredited by the ACGME or (b) a combined program that is approved or recognized by the American Board of Medical Specialties or by the respective specialty board that is responsible for board certification of residents who successfully complete the combined program. Each program executing this Agreement hereby affirms that it will meet those requirements by the Rank Order List Certification Deadline. Sponsoring institutions that register any program in the **Main Residency Match** agree to select senior students of U.S. allopathic medical schools for all of their programs **only** through the **Main Residency Match** or another national matching plan. In addition, programs participating in the **Main Residency Match** agree to register and attempt to fill all of their positions through the **Main Residency Match** or another national matching plan. A program cannot enroll in the **Main Residency Match** until the designated official of the institution that sponsors the program has registered with the NRMP through the **R3** system.

3.2 Categories of Program Positions

The following categories of positions are included in the **Main Residency Match**:

3.2.1 Categorical (C) PGY-1 positions in programs that provide the training required for board certification in the specialties

3.2.2 Categorical primary care positions in medicine and pediatrics (M)

3.2.3 One-year preliminary (P) positions in transitional or specialty programs

3.2.4 Advanced (A) positions in specialty programs that begin the year after the **Main Residency Match** and subsequent to one or more years of preliminary training (PGY-2)

3.2.5 Physician (R) positions in specialty programs that begin in the year of the **Main Residency Match** for physicians with prior graduate medical education

3.3 Participation

3.3.1 Quota Changes

Program directors may increase, decrease, and make other changes to their quota, or the number of positions they desire to fill through the **Main Residency Match**. Such changes must be made in the **R3** system by the Quota Change Deadline and must be approved by the NRMP institutional official responsible for the program making the change.

Exceptions to the Quota Change Deadline, including the reduction of program quotas, may be requested by the institutional official for cases of extreme emergency, such as loss of funding or accreditation, or to accommodate the results of earlier matching programs. In such cases, a written request for relief shall be made to the NRMP. The ability of institutional officials and program directors to change program quotas for the **Main Residency Match** does not relieve them of their responsibility to register and attempt to fill all positions through the Match or another national matching plan. The NRMP shall regularly monitor the compliance of Match-participating programs in registering and attempting to fill all of their positions through the **Main Residency Match** or another national matching plan.

3.3.2 Withdrawals

In cases of extreme emergency such as loss of funding or loss of accreditation, programs may withdraw entirely from the **Main Residency Match**, provided they do so before the program Quota Change Deadline. Programs may not withdraw from the **Main Residency Match** after the Quota Change Deadline except for situations beyond the control of the institution or program, as determined by the NRMP.

At any time, the NRMP may withdraw from the **Main Residency Match** any program 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 **Main Residency Match**, 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. The NRMP's authority to withdraw a program from the **Main Residency Match** 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 15.0.

3.3.3 Vacant Positions

If a PGY-1 position becomes vacant due to applicant dismissal, resignation, or transfer or as the result of an approved waiver from the NRMP, the position may be filled outside the Match provided training begins before February 1 in the year following the Match.

If a PGY-2 position becomes vacant before the Quota Change Deadline in the year of the Match due to an applicant dismissal, resignation, or transfer or as the result of an approved waiver from the NRMP, the position may be filled outside the Match provided training begins before February 1 in the year of the Match. If training cannot commence before February 1 in the year of the Match or if the position becomes vacant before the Rank Order List Certification Deadline in the year of the Match, the position shall be placed in the Match as an “R” (physician) track for a July start date. If the position becomes vacant after the Rank Order List Certification Deadline, the position may be filled outside the Match until prior to the day registration opens for the next Match. After registration opens for the next Match, the vacant position must be placed in the Match.

3.4 Institutional Official and Program Directors

3.4.1 Designation of Institutional Official

The institutional official is the person designated by the sponsoring institution to be responsible for overseeing the 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 Program Directors

Each program participating in the 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 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 Program Directors

The 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 Certification Deadline;

3.4.3.3 Submit and certify a rank order list prior to the Rank Order List Certification Deadline;

3.4.3.4. Ensure that a position is not discussed or offered to a Match applicant between the Rank Order List Certification Deadline and Match Day;

3.4.3.5. Ensure that representatives of the program do not initiate contact on behalf of an unmatched applicant during SOAP prior to an unfilled program initiating contact;

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

3.5 Program Coordinators

3.5.1 Designation

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

3.5.2 Duties of Program Coordinators

The program coordinator may view all program data available through the **R3** system, enter or change program data except quotas, and enter rank order lists and **SOAP** preference lists. Program coordinators are prohibited from certifying rank order lists and **SOAP** preference lists. Program coordinators shall use their designated username and password to log in to the **R3** system. Use of the program director's username and password by the 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 commitment. **Once a party has matched or a position has been offered and accepted during the Match Week Supplemental Offer and Acceptance Program (SOAP), a waiver of the binding 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 director 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 **Main Residency Match** 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 **Main Residency Match** would cause unanticipated serious and extreme hardship for the program or if the NRMP determines that the applicant is ineligible to begin training. The waiver request must be submitted in writing by the program director or the NRMP institutional official using the appropriate Waiver Request Form with a copy to each applicant whose position is included in the waiver request and specify each such applicant. The program also shall specify the method it will employ to assist each such applicant to secure another residency position if the waiver request is the result of program closure or a change in program complement. The NRMP will review the waiver request to determine whether or not the waiver shall be granted.

Once a program has matched to an applicant or a position has been offered and accepted during SOAP, the program shall not discuss,

interview for, or offer the position to another candidate prior to the NRMP granting the waiver. If the NRMP receives information that a Match-participating program has discussed, interviewed, or offered the 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 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 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 position(s) to the applicant(s) included in the program's waiver request. If the program does not offer the 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 program of the desire for a waiver, the program shall not discuss the position with any other candidate or the applicant's eligibility with any other program or offer the position to any other candidate until either (a) the applicant has informed the NRMP in writing that he/she will not accept the 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 or a new training year, regardless of the start date, to an applicant who is ineligible

to accept a position or a new training year because a waiver request was denied by the NRMP. If any program at a Match-participating institution, regardless of the program's Match participation status, offers a position or a new training year at any time during the one-year period to an applicant whose waiver was denied, 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 8.0 of this Agreement.

3.7 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 Match commitment if: (1) both parties agreeing to the deferral provide written documentation; and (2) failure to obtain a deferral would cause unanticipated serious and extreme hardship. If for any reason a deferred Match 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 2.5 and 3.6 of this Agreement.

3.8 Program Closures and Reductions in Resident Complement

If a program has reason to close and/or reduce the number of residents, it must follow the procedures specified in Section IV of the ACGME's 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.

4.0 Communications

Complete, timely, and accurate exchanges of information are essential to the residency application, interview, and matching processes.

4.1 From the NRMP

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 in writing violations of this Agreement that have been confirmed in a Final Report (“confirmed violation”) as provided in Section 8.2.

4.2 Between Applicants and Programs

Between the Rank Order List Certification Deadline and 3:00 p.m. eastern time on Monday of Match Week, applicants shall not apply for, discuss, interview for, or accept a position through any other national matching plan or by agreement outside the Main Residency Match. Similarly, all programs in Match-participating institutions shall refrain from discussing, interviewing for, or offering positions. If a match occurs, both applicants and programs shall abide by their respective obligations in the event of a waiver request (Sections 2.5, 3.6, 5.2) during the entirety of the Match process.

Beginning at 3:00 p.m. eastern time on Monday of Match Week, communication between unmatched applicants and programs with unfilled positions shall be governed by Section 7.0 of this Agreement. Matched applicants and programs may not contact each other during Match Week until the general announcement of **Main Residency Match** results at 1:00 p.m. eastern time on Friday of Match Week.

Applicants who are partially matched after the matching algorithm has been processed may contact the NRMP beginning at 11:00 a.m. eastern time on Monday of Match Week to obtain the city of the matched program in order to facilitate participation in the **Match Week Supplemental Offer and Acceptance Program (SOAP)**. A partially or fully unmatched applicant who is participating in the Match as couple may contact the NRMP beginning at 11:00 a.m. eastern time on Monday of Match Week to obtain the city of the matched partner’s program to facilitate participation in **SOAP**.

4.3 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.

4.4 Use of Match Information

It is a violation of this Agreement if any applicant or program shares any Match information from or maintained in the **R3** system, including but not limited to, information from the *List of Unfilled Programs* and *Regional Match Statistics by Specialty*, with any individual who is not registered for the Match or allows an individual who is not registered for the Match to use the registrant's unique username 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 or maintained in the **R3** system, including information from the *List of Unfilled Programs* and *Regional Match Statistics by Specialty*, is copied, distributed, or posted or in any other way made publicly available by any applicant or program to any website or non-NRMP-related matching plan. URLs that link to information from the **R3** system or PDFs that have been created, copied, or downloaded from the **R3** system shall not be made public or redistributed in any form even if the information already is in the public domain. If the NRMP initiates a violation investigation, it shall follow the procedures set forth in Section 8.0 of this Agreement.

4.5 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 application, interview, and/or matching processes (which includes information submitted through the Electronic Residency Application Service (ERAS) or another application 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 position. The contract and all other information must be communicated to interviewees in writing prior to the 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 8.0 including, but not limited to, withdrawing the applicant or program from the **Main Residency Match** and reporting the violation by the applicant or program to the American Board of Medical Specialties or the ACGME, in accordance with Section 8.0.

4.6 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 other individual or entity.

In addition, information contained in the **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. The binding commitment shall be deemed to have been honored so long as the applicant remains in the training program through the first 45 days after the start date of the relevant appointment contract. The same binding commitment is established during the Match Week **Supplemental Offer and Acceptance Program (SOAP)** if a program offers a position by listing an applicant on its preference list and the applicant accepts that offer. 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 8.0.

The binding commitment may be released only through the waiver procedures set forth in Sections 2.5 and 3.6 of this Agreement. Each appointment is subject to the official policies of the appointing institution in effect on the date the program submits its rank order list or its preference 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 Rank Order List Certification Deadline or at the time the program interviews the applicant during **SOAP**. It is recommended that each program obtain a signed acknowledgement of such communication from each applicant.

An applicant who gives notice of resignation, resigns, or vacates a 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, through the NRMP waiver process, sufficient to show that the applicant entered into the program in good faith and the NRMP determines

the applicant has a reasonable basis to be released from the binding commitment to the program under the procedures set forth in Section 2.5 of this Agreement.

At the conclusion of Match Week, each program shall forward letters of appointment to all applicants who have matched with or have accepted a position through **SOAP** in 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 Rules of Appointment

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 that is final, shall be in breach of this Agreement and may be subject to the penalties described in Section 8.0. Programs shall not interview for 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.**

5.3 Rank Order List Certification

To participate in the **Main Residency Match**, programs and applicants must (a) register for the Match 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 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 Rank Order List Certification Deadline, prior to the peak utilization period when the **R3** system 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.**

6.0 Restrictions on Persuasion

One of the purposes of the **Main Residency Match** 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, during the interview and matching processes, it is a breach of this Agreement for:

(a) a program to request applicants to reveal the names, specialties, geographic locations, or other identifying information about programs to which they have or may apply; or

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

(c) an applicant to suggest or inform a program that placement on a rank order list or acceptance of an offer during **SOAP** is contingent upon submission of a verbal or written statement indicating the program's preference; or

(d) a program to suggest or inform an applicant that placement on a rank order list or a **SOAP** preference list is contingent upon submission of a verbal or written statement indicating the applicant's preference; or

(e) a program and an applicant in the **Main Residency Match** 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 or by offers extended and accepted through SOAP, will determine the offering of positions and the placement of applicants through the Main Residency Match.

7.0 Match Week Supplemental Offer and Acceptance Program

This Agreement governs positions offered by unfilled programs and accepted by unmatched applicants during Match Week. Through 11:00 a.m. eastern time on Thursday of Match Week, all positions offered by unfilled programs and accepted by eligible applicants shall be through the Match Week **Supplemental Offer and Acceptance Program (SOAP)**. After **SOAP** concludes at 11:00 a.m. eastern time on Thursday of Match Week, remaining unfilled positions may be filled outside the Match until registration opens in September for the following year's Match.

7.1 Participation: Applicants

To be eligible to participate in **SOAP**, applicants must be (a) registered for the **Main Residency Match**; (b) eligible to enter graduate medical

education on July 1 in the year of the Match; and (c) partially matched or fully unmatched on Monday of Match Week. Applicants who meet the criteria listed above are eligible to participate in **SOAP** and are bound by the policies described herein. Applicants who fail to meet any of the criteria listed above are deemed ineligible to participate in **SOAP** and are bound by the policies described herein.

Eligibility for sponsored applicants to enter graduate medical education on July 1 in the year of the Match shall be determined by the applicant's medical school official prior to Match Week. Eligibility for independent applicants to enter graduate medical education on July 1 in the year of the Match shall be determined by the applicant's medical school official in the case of prior year graduates of allopathic medical schools, students and graduates of osteopathic medical schools, and students and graduates of Canadian medical schools. Eligibility for students and graduates of international medical schools to enter graduate medical education on July 1 in the year of the Match shall be determined by the ECFMG. Any applicant determined to be ineligible to enter graduate medical education on July 1 in the year of the Match shall not be eligible to participate in **SOAP** and shall not have access to the List of Unfilled Programs. If after the matching algorithm has been processed the NRMP learns an ineligible applicant has matched to a program, the NRMP is authorized to withdraw the matched position from the applicant and to grant an immediate waiver to the program.

During **SOAP**, fully matched applicants shall not have access to the List of Unfilled Programs. **SOAP**-eligible partially matched and unmatched applicants shall have access only to the categorical, preliminary, or advanced unfilled positions for which they are eligible, without restriction by specialty. Through 11:00 a.m. eastern time on Thursday of Match Week, eligible unmatched and partially matched applicants shall apply only to unfilled Match-participating programs that are participating in **SOAP** and only through the Electronic Residency Application Service ("ERAS"). ERAS may inform programs if an applicant is partially matched. If a **SOAP**-eligible applicant contacts or sends applications to programs for which the applicant is ineligible, including Match-participating programs not participating in **SOAP**, or uses any method other than ERAS to initiate contact with or apply to **SOAP**-participating programs, the applicant shall be in violation of this Agreement. Applicants determined by the NRMP to be ineligible to participate in **SOAP** are prohibited from contacting or applying to any Match-participating programs, regardless of the program's **SOAP** participation status, until 11:00 a.m. eastern time on Thursday of Match Week. **SOAP**-ineligible applicants may use ERAS or any other method to apply only to non-Match-participating programs beginning at 3:00 p.m. eastern time on Monday of Match Week.

7.2 Participation: Programs

Any program with unfilled positions shall be eligible to participate in **SOAP**, provided that prior to the Quota Change Deadline the program has elected

to participate by so indicating in the **R3** system. During **SOAP**, programs that have elected to participate in **SOAP** and that have unfilled positions shall accept applications only through ERAS. Until 11:00 a.m. eastern time on Thursday of Match Week, unfilled positions in **ALL** Match-participating programs shall be filled only through **SOAP**. Neither filled nor unfilled programs shall create positions for partially matched applicants until **SOAP** concludes at 11:00 a.m. eastern time on Thursday of Match Week.

7.2.1 Preference List Certification

To participate in **SOAP**, programs must submit their certified preference lists electronically by the published deadline using the **R3** system. Use of the **R3** system requires Internet access using common browser programs, as described in the User Guide. **SOAP** preference lists cannot be submitted in any way other than through the **R3** system.

7.3 Match Week Communications

Unmatched applicants shall not contact programs and/or apply for unfilled positions before 3:00 p.m. eastern time on Monday of Match Week. SOAP-eligible unmatched applicants shall initiate contact with the directors of unfilled programs only through ERAS and shall refrain from any other contact until directors of unfilled programs initiate contact with them. Other individuals or entities shall not initiate contact on behalf of any unmatched applicant prior to directors of unfilled programs initiating contact. Directors of unfilled programs may communicate with each other, but shall not initiate any contact with SOAP-eligible applicants prior to 3:00 p.m. eastern time on Monday of Match Week and prior to receiving an application through ERAS. Directors of unfilled programs shall not initiate contact with any SOAP-ineligible applicants. After 3:00 p.m. eastern time on Monday and after receipt of an ERAS application, unfilled programs may initiate contact with an unmatched applicant or an individual or entity acting on behalf of an unmatched applicant. Unmatched applicants and the directors of unfilled programs may not accept or offer positions prior to 12:00 p.m. eastern time on Wednesday of Match Week. Positions shall be offered and accepted only through the **R3** system.

Nothing in this Agreement shall be construed to prohibit an unmatched applicant from seeking guidance from officials at the applicant's medical school or institution.

8.0 Match Violations

8.1 NRMP Violations Policies and Procedures

All **Main Residency Match** participants shall behave in an ethical and responsible manner during the matching process and the Match Week **Supplemental Offer and Acceptance Program (SOAP)**, 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 application, interview, matching, and **SOAP** processes; discrepancies in graduation credentials; attempts to subvert eligibility requirements, the matching process, or **SOAP**; failure to offer or accept an appointment as required by the results of a Match outcome; and any other irregular behavior or activity that occurs in connection with registration, the submission or modification of a rank order or **SOAP** preference list, and/or the participant's commitment to honor the Match outcome. **Main Residency Match** 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 **Main Residency Match** 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 Match, 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 2.4.2(h), 3.3, or 8.0 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 **Main Residency Match** 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 15.0.

Upon confirmation by a Review Panel that the applicant or program has violated the terms of the 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.

8.2 Consequences of Confirmed Violations

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

8.2.1 Applicants

If the NRMP's investigation of an alleged violation 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 **Main Residency Match**.

If a matched applicant is the subject of a violation investigation, the program to which the applicant matched may not fill the position until the Final Report has been issued and/or a waiver has been granted by the NRMP.

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 student/graduate of an international medical school
- (3) the NRMP institutional official and 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 American Osteopathic Association
- (9) the applicant's residency program director if the violation occurred in a fellowship match
- (10) 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

(11) 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 for one year from accepting an offer of a position or a new training year, regardless of the start date, in any program sponsored by a Match-participating institution and/or starting a position or a new training year in any program sponsored by a Match-participating institution if training would commence within one year from the date of issuance of the Final Report. Further, any applicant who has been denied a waiver of a binding commitment and who does not accept the matched position may be barred for one year from accepting an offer of a position or a new training year, regardless of the start date, in any program sponsored by a Match-participating institution and/or from starting a position or a new training year in any program sponsored by a Match-participating institution if training would commence within one year from the date of the NRMP's decision on the waiver.

Applicants who violate **Supplemental Offer and Acceptance Program (SOAP)** policies may be barred for one year from participating in SOAP.

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. Failure to comply with sanctions levied as a result of a confirmed violation that is final may result in a new investigation and imposition of new sanctions.

8.2.2 Programs

If the NRMP's investigation of an alleged violation 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 **Main Residency 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 Review Committee (RC) 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.

All programs at a sponsoring institution, regardless of the program's Match participation status, are prohibited from offering a position to an applicant who has been barred for one year from accepting or starting a position or a new training year because a waiver request has been denied by the NRMP or because of a confirmed violation of the Match Participation Agreement. If any 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 this 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. Failure to comply with sanctions levied as a result of a confirmed violation that is

final may result in a new investigation and imposition of new sanctions.

9.0 Fees and Fee Refunds

Fees paid by applicants, programs, and institutions are not refundable.

9.1 Applicant Fees

Applicants with unpaid fees shall be withdrawn from the **Main Residency Match**. Applicants who are withdrawn from the Match, either by their choice or by the NRMP, will not have their fees refunded.

9.1.1 Applicant Registration Fee

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

9.1.2 Rank Order List Fee

A rank order list ("ROL") fee is due from each single applicant who ranks more than 20 unique programs on the applicant's primary ROL or more than 20 unique programs on all supplemental ROLs combined, and from each partner of a couple who ranks more than 20 unique programs on the applicant's primary ROL or more than 20 unique programs on all supplemental ROLs combined. A rank order list fee shall be charged for each program included on a rank order list that exceeds the limits specified above. The **R3** system will display an invoice for any rank order list fees due upon certification of the applicant's rank order list. Rank order list fees are due at the time the rank order list is certified and are not refundable if the applicant subsequently reduces the number of programs on the ROL. The applicant must make the necessary payment by credit card through the **R3** system.

9.1.3 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 Match as a couple.

9.1.4 Unpaid Applicant Fees

Rank order lists will not be accepted from any applicant whose registration fee, or any other fees due the NRMP,

has not been paid. Applicants who are withdrawn from the **Main Residency Match** due to unpaid fees will not be allowed access to the List of Unfilled Programs, will not be eligible to participate in the Match Week **Supplemental Offer and Acceptance Program (SOAP)**, and may be barred permanently from participation in future Matches. In addition, applicants who authorize a credit card chargeback of NRMP fees without NRMP consent may be withdrawn from the Match and/or barred permanently from participation in future Matches.

9.2 Institution and Program Fees

Fees will not be waived for institutions and programs that are activated for Match participation and subsequently withdrawn either by themselves or by the NRMP.

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) days of the invoice date. The invoice will be sent to the NRMP institutional official, who will be responsible for ensuring prompt payment.

Institutions with unpaid NRMP fees at thirty (30) days from the date of the invoice will be issued a reminder request for payment. A late fee of 10 percent of the outstanding balance will be assessed on any fees unpaid sixty (60) days after the invoice date. Failure to remit payment to the NRMP after ninety (90) days from the invoice date will result in the institution being barred from registering any of its programs for the **Main Residency Match** or any Fellowship Match until all fees are remitted by the institution to the NRMP.

9.3 Fee Payment Procedures

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

10.0 Use of Information

Each program and applicant authorizes the NRMP to request, obtain, transmit and receive identifying information (including information in the **R3** system, individual applicant

USMLE scores, COMLEX scores, Alpha Omega Alpha membership, and information regarding volunteer and work experiences) to and from authorized users, including the Accreditation Council for Graduate Medical Education, the American Osteopathic Association, 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, U.S. allopathic medical schools, U.S. osteopathic medical schools, 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 databases, 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 a subpoena or 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 applicant also authorizes the NRMP to release applicant **Main Residency Match** results to each program that ranked the applicant on the program's rank order list, to the applicant's school of medicine or osteopathy, and to those program directors who request such information to verify whether the applicant was matched.

Each applicant also authorizes the NRMP to release any information provided by such applicant to other matching programs for the purpose of ensuring the applicant does not match to concurrent year positions.

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

11.0 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.

12.0 Disclaimers

The parties acknowledge that the fees charged by the NRMP for participation in the **Main Residency Match** 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 **Main Residency Match** 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 ("Vendor"), 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 use of the **Main Residency Match**, the **R3** system, or the automated systems and services utilized by the NRMP to implement the **Main Residency Match** 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 **Main Residency Match** 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 MAIN RESIDENCY MATCH, 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, 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

13.0 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.

14.0 Notices

All notices to the NRMP, other than those given in accordance with Section 8.0, 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 8.0, 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. 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. 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.

15.0 Dispute Resolution

Except for the granting or denial of a waiver as noted in Sections 2.5 and 3.6 of this Agreement, all disputes arising out of, or related to, the **Main Residency Match**, this Agreement, or the breach thereof, between or among the NRMP and any applicant or program participating, or seeking participation, in the **Main Residency Match** 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. The arbitration hearing shall commence within six months of filing the demand for arbitration or at another time agreeable to the NRMP. 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 this 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 this 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.

16.0 Limitation of Action

No claim or cause of action, regardless of form, arising out of or related to the **Main Residency Match**, this Agreement, or the breach thereof, or any other dispute between the NRMP and any applicant or program participating, or seeking participation, in the **Main Residency Match**, 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 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 Agreement is governed by the laws of the District of Columbia, excluding its choice of laws 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 **Main Residency Match** 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.

18.0 Authorization for Release of Test Scores

By my electronic signature and as of the date this Agreement is submitted to NRMP, I hereby authorize my medical school, as identified in the Professional Profile section of my Match registration, to release, verify, and transmit to NRMP upon its request certain test score data, in particular my USMLE scores, COMLEX scores or other test score(s) utilized in the Match process. I also authorize the National Board of Medical Examiners and the National Board of Osteopathic Medical Examiners to transmit to NRMP my USMLE or COMLEX score (as the case may be). I understand and agree that the test score data shall be used to verify test score information provided by me or about me by a testing service or other entity relevant to the graduate medical education matching process.

As set forth in the Professional Profile section of my Match registration, I have given my consent (or refused as the case may be) to permit my test score data to be used for research involving the Match and graduate medical education as long as no information clearly and uniquely identifying me is disclosed in studies or reports resulting from such research.

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