



Match Participation Agreement For Medical Schools For the 2017 **Main Residency Match**[®]

Terms and Conditions of the Match Participation Agreement Between Medical Schools and the NRMP

These are the terms and conditions of the Match Participation Agreement that each U.S. and Canadian allopathic medical school or school of osteopathy ("medical school" or "school") desiring to facilitate its students' and graduates' participation in the **Main Residency Match** of the National Resident Matching Program ("NRMP") 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 school and the NRMP.

If the NRMP accepts the registration of the medical school in question, the NRMP will register the school and allow such school's authorized personnel to enter data and access certain information related to the **Main Residency Match**, as described briefly in Section 1.0 below. In consideration of this registration, each medical school 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 program residency positions. Positions may be offered through the **Main Residency Match** to senior students and physician graduates of allopathic and osteopathic 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 and conditions of the Match Participation Agreement Among Applicants, the NRMP, and Participating Programs 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 with which they desire to match in addition to registering with the NRMP **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 the Match Participation Agreement Among Applicants, the NRMP, and Participating Programs that each enters into at the time of registration. Any breach of that commitment may result in penalties 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 School Official

2.1 Designation

Each medical school must designate an NRMP school official to be responsible for overseeing the Match process and to be the school's official spokesperson to the NRMP on all matters regarding applicants from such school. It is recommended that the school official be the dean for student affairs or the dean for academic affairs.

2.2 Responsibilities

In addition to the general responsibilities in Section 2.1, the NRMP school official will:

2.2.1. Provide information required for the registration of the medical school and ensure the accuracy of such information.

2.2.2. Ensure that all of the school's senior students who desire to participate in, are eligible for, and sponsored by the school for the **Main Residency Match**, complete the registration process in the **R3** system and execute the applicable Match Participation Agreement prior to the applicant registration deadline.

2.2.3. Upload through the **R3** system a list of the school's sponsored senior students who are eligible to participate in the **Main Residency Match**.

2.2.4. Prior to the Rank Order List Certification Deadline, verify the eligibility to enter graduate medical education of all sponsored senior students registered for the **Main Residency Match** through the **R3** system and verify the graduation of all applicants claiming to be previous graduates of the school who have registered for the **Main Residency Match**.

2.2.5. Through the **R3** system, immediately revoke the school's sponsorship and withdraw from the Match prior to the Rank Order List Certification Deadline any sponsored senior student who is determined by the school official to be ineligible to enter graduate medical education on July 1 in the year of the Match. If a medical school revokes its sponsorship of and withdraws from the Match a sponsored senior student because the student 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** unless by 5:00 p.m. eastern time on the Wednesday prior to Match Week, the student becomes eligible to enter graduate medical education on July 1 in the year of the Match.

A sponsored senior student who has been withdrawn from 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 provided

training begins on or after July 1 and before February 1 in the year immediately following the Match. If the student elects to participate in the Match the following year, the student will be sponsored.

2.2.6. When any other circumstances with respect to a sponsored applicant make it appropriate or necessary for such applicant to withdraw from the **Main Residency Match**, communicate such withdrawal to the NRMP prior to the Rank Order List Certification Deadline through the **R3** system. Withdrawal from the **Main Residency Match** is appropriate only for valid reasons, including withdrawal from medical school, a leave of absence from medical school, delayed graduation, or death. Withdrawing a sponsored senior student to accept a position, including a preliminary position for a program that participates in another national matching plan, outside the **Main Residency Match** is a violation of this Agreement unless the position is with a program that is a part of the AOA, CaRMS, military matches, or any other national matching plan. Any such violation of this Agreement may result in penalties to the school, as described in Section 8.0.

2.2.7. Respond promptly and accurately to all inquiries by the NRMP concerning students and graduates of the school who have registered or requested registration in the **Main Residency Match**.

2.2.8. Appoint a school administrator, if so desired, to assist in oversight of the participation of the school's students in the **Main Residency Match** and in communicating with the NRMP.

2.2.9. Develop and implement procedures to protect the confidentiality of all school passwords and promptly notify NRMP (a) if there is reason to believe that any school password has been discovered by a third party and (b) of any unauthorized use of a school password or any other breach of security.

3.0 School Administrator

3.1 Designation

The NRMP school official has the option of designating a school administrator to assist with the oversight of the Match process at the school. The school administrator usually is a staff person in the graduate medical student affairs or academic affairs office.

3.2 Responsibilities

The NRMP school administrator may enter or change selected school and applicant reference data. In addition, the school administrator may access all of the school and applicant data available to the school through the **R3** system.

4.0 Use of the Match Site

4.1 Access to Match Information

The school will be given read-only access through the **R3** system to certain information with respect to applicants who are students or graduates of such school. Such information may include the identities of the students and graduates of the school who have registered for the **Main Residency Match** and the identities of the programs where they have matched, but will not include the rank order lists of any applicant or program.

4.2 Use of Passwords

The school is responsible for maintaining the confidentiality of all school passwords and is fully responsible for any actions taken in the **R3** system by anyone using any school username and password. If the school has reason to believe that any school password has been discovered by a third party, the school must notify the NRMP immediately. Further, the school must notify the NRMP immediately of any unauthorized use of any school password or any other breach of security.

Each school official also 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.

5.0 Applicants

In order for an applicant to participate in the **Main Residency Match**, prior to the scheduled start date for 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. It is the responsibility of each medical school to communicate the eligibility of its senior students to participate in the **Main Residency Match** directly to the NRMP through the **R3** system. Failure to withdraw a sponsored applicant who will be ineligible to enter graduate medical education on July 1 in the year of the Match is a breach of this Agreement and may result in penalties to the school, as described in Section 8.0.

It is the policy of the NRMP to withdraw from the **Main Residency Match** all applicants whose eligibility is not confirmed prior to the applicable Rank Order List Certification Deadline. If after the matching algorithm has been processed the NRMP receives information from the medical school that an applicant is ineligible for graduate medical

education training on July 1 in the year of the Match, the NRMP shall grant an immediate waiver to the applicant. The NRMP shall also grant an immediate waiver to the program where the applicant matched.

6.0 Communications

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

6.1 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 in the **R3** system. The participant is responsible for providing the correct email address in the **R3** system and updating the email address, if necessary, during the matching process. If involved in a waiver or violation investigation, the applicant 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.

6.2 Between the School and the NRMP

To facilitate communication, the NRMP school official is responsible for all communication with the NRMP on behalf of the school. All changes made by a school concerning the eligibility or participation of applicants who are students or graduates of such school must be communicated directly to the NRMP by the school official or the NRMP school administrator through the **R3** system, as identified below.

After registration of the school, the NRMP school official and the school administrator are responsible for updating the school information and the information concerning students and graduates.

6.2.1 Changes after Registration

All changes must be submitted to the NRMP through the appropriate screen in the **R3** system, including:

My School Information

My School Administrator Information

My Students and Graduates

Verify Graduation Credentials

Verify Participation Status

Withdraw Student

6.3 Between Applicants, Programs, and the NRMP

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 prior to 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. on Monday of Match Week to obtain the city of the matched program 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 a 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 the **SOAP**.

6.4 Schedules and Deadlines

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

The teaching hospitals and their programs set their own application deadlines. Applicants must comply with individual program schedules.

6.5. Use of Match Information

It is a violation of this Agreement if any medical school official shares information from or maintained in the **R3** system, including but not limited to, information from the *List of Unfilled Programs* and the *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 medical school official shares information about unfilled positions or assists any applicant who has matched to or accepted a position through **SOAP** to obtain a concurrent year residency position unless that applicant has been granted a waiver by the NRMP.

Lastly, 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, program, or medical school 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.

6.6 Completeness, Timeliness, and Accuracy of Information

The school is required to provide complete, timely, and accurate information to the NRMP about the school and its students and graduates. If the NRMP believes it has credible evidence that a school 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, reporting the violation to the dean of such school and suspending or terminating such school's access to the **R3** system.

6.7 Confidentiality

The *Unmatched Applicants Report* that is released at 10:30 a.m. eastern time on Monday of Match Week is confidential and its information cannot be shared until 11:00 a.m. eastern time on Monday of Match Week. Moreover, any information accessed by the school through the **R3** system with respect to the outcome of the Match is confidential, and the school shall use at least the same degree of care in safeguarding the confidentiality of such information as it uses in safeguarding its own confidential information, subject to a minimum standard of reasonable diligence and protection.

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.

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 for **SOAP** and are bound to 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 Educational Commission for Foreign Medical Graduates. 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 eligible applicants shall not have access to the List of Unfilled Programs. 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 the applicable Match Participation 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 will be able to 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 Match Week 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. During Match Week and 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 11:00 a.m. eastern time on Thursday of Match Week.

It is the policy of the NRMP to withdraw from the **Main Residency Match** all applicants whose eligibility is not confirmed prior to the applicable Rank Order List Certification Deadline. If NRMP receives information from the medical school that an applicant is ineligible for graduate medical education training on July 1 in the year of the Match, the NRMP shall grant an immediate waiver to the program where the applicant matched.

7.3 Match Week Communications

7.3.1 Applicants and Programs

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. 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 any contact with SOAP-ineligible unmatched applicants. After 3:00 p.m. eastern time on Monday and after receipt of an ERAS application, programs can 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. During SOAP, positions shall be offered and accepted only through the R3 system.

7.3.2 Medical Schools

Each school agrees to abide by the Match Week schedule and the terms and conditions set forth in Section 7.0 of this Agreement.

It shall be deemed a violation of this Agreement for the school official, school administrator, or any other individual or entity to engage in

any communication (a) concerning **SOAP**-eligible or **SOAP**-ineligible unmatched senior students or graduates prior to contact from directors of unfilled programs or (b) with respect to an alternative position for any applicant who has matched to or obtained through **SOAP** a concurrent year position and who has not received a waiver of the match or **SOAP** commitment from the NRMP. It also shall be deemed a violation of this Agreement if any school official or other individual shares the List of Unfilled Programs with any applicant who is ineligible to receive such information. Violations of this Agreement may result in adverse consequences to the school, as described in Section 8.0.

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 **SOAP** and shall comply with the terms and conditions of the applicable Match Participation Agreement. It is the policy of the NRMP to investigate alleged breaches of the Agreements, 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 list 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 the Match Participation Agreements.

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 the applicable Agreement. Applicants or programs withdrawn under sections 2.4.2(h), 3.3, or 8.0 of the Match Participation Agreement Among Applicants, the NRMP, and Participating Programs shall be afforded an opportunity to be heard in accordance with the Violations Policy.

Upon withdrawing an applicant or program from the **Main Residency 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 pursuant to 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 the applicable Match Participation 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.

8.2 Consequences of Confirmed Violations

The consequences of a confirmed violation of this Agreement or of the Match Participation Agreement Among Applicants, the NRMP, and Participating Programs are set forth in the Violations Policy. They include the following:

8.2.1 Medical Schools

If the NRMP's investigation of an alleged violation results in a finding that a medical school has committed a violation of this Agreement, the Final Report will be delivered to:

- (1) the dean of the school
- (2) the dean of student affairs of the school
- (3) the NRMP school official
- (4) the party who originally reported the violation
- (5) the NRMP Executive Committee
- (6) any parties whom the NRMP has determined are relevant to its investigation

The NRMP also may send the final report to the Higher Learning Commission and appropriate Regional Accrediting Body. In addition, the school's access to the **R3** system may be suspended or terminated.

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

Medical schools and their sponsored graduate medical education programs, regardless of the programs' Match participation status, are prohibited from offering a position or new training year, regardless of start date, to any applicant who has been barred for one year from accepting or starting a position or a new training year because of a concurrent year Match commitment, because a waiver request has been denied by the NRMP, or because of a confirmed violation of the applicable Match Participation Agreement.

If any medical school or program sponsored by the medical school 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, the medical school, or program has violated the terms of this Agreement.

8.2.2 Applicants

If the NRMP's investigation of an alleged violation results in a finding that an applicant has committed a violation of the applicable Match Participation 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 director of the program and the NRMP institutional official to which the applicant matched
- (4) the director of the program and the NRMP institutional official of the program to which the applicant has applied to 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 the applicable Match Participation 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.

8.2.3 Programs

If the NRMP's investigation of an alleged violation results in a finding that the program has committed a violation of the applicable Match Participation 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 or a new training year, regardless of the

start date, 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 the applicable Match Participation 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 Use of Information

Each school authorizes and agrees that the NRMP may request, obtain, transmit, and receive identifying information about its students (including but not limited to information in the **R3** system, individual applicant USMLE scores, COMLEX scores, Alpha Omega Alpha membership, and information regarding volunteer and work experience) to or from authorized users including the Association of American Medical Colleges, the American Medical Association, the American Osteopathic 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 post graduate medical education for purposes of collecting and verifying data submitted by an 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.

In addition, each school authorizes the NRMP to use any information provided to the NRMP by such school in any study approved by the NRMP, provided that no information clearly and uniquely identifiable with such school is disclosed in reports resulting from such study. The match results of U.S. and Canadian medical school students and graduates are released to their respective schools of allopathic medicine or osteopathy.

The NRMP releases individual applicant match results to each program that ranked the applicant on its rank order list and, in the case of any applicant participating in the **Specialties Matching Service**, and to those program directors who request such information to verify whether the applicant was matched. In addition, the **Main Residency Match** results of U.S. allopathic medical school students and graduates, U.S. osteopathic

medical school students and graduates, and Canadian medical school students and graduates, are released to their respective schools of medicine or osteopathy.

10.0 Representations and Warranties

Each school represents and warrants to the NRMP that all of the information provided, or that will be provided, by such school to the NRMP is complete, timely, and accurate to the best of such school's knowledge at the time such information was or will be provided. Moreover, each school official represents that he/she has read, understood, and agrees to the NRMP's Privacy Policy, and represents that medical school personnel using and accessing NRMP information have read, understood, and will abide by the NRMP's Privacy Policy.

11.0 Disclaimers

The parties acknowledge that the NRMP does not charge any fees for the services provided to medical schools with respect to the **Main Residency Match** and receives no consideration for any assumption by the NRMP of the risk of any damages that may arise in connection with the participation of any school 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

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, the use of this Agreement, 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 information, however caused; (d) the delivery or transmission of any virus, worm, or other disruptive device; or (e) any other cause in connection with the furnishing of services or notices by the 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 school is solely responsible for verifying the accuracy of any information provided to or available through the **R3** system concerning such school or its students or graduates.

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 SCHOOL OR A THIRD PARTY.

13.0 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 to schools, other than those given in accordance with Section 8.0, will be given either (a) by email to the email address provided by such party to the NRMP upon submission of such party's registration at the **R3** system or (b) through the **R3** system while the school is logged on to the site. Such notices to schools 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 during a school'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 2.5 and 3.6 of the Match Participation Agreement Among Applicants, the NRMP and Participating Programs, 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 the applicable 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 **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.

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 **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.

Updated August September 2016