



## Match Participation Agreement For Institutions For All Matches Opening After June 30, 2020

### Terms and Conditions of the Match Participation Agreement Between Participating Institutions and the NRMP

These are the terms and conditions of the Institutional Match Participation Agreement that each institution desiring to offer residency or fellowship positions in the **Main Residency Match**<sup>®</sup> or the **Specialties Matching Service**<sup>®</sup> (also referred to as the “Matching Program”) of the **National Resident Matching Program**<sup>®</sup> (“NRMP<sup>®</sup>”) enters into by clicking on the “I Accept” button on the Registration screen of the **Registration, Ranking, and Results**<sup>®</sup> (**R3**<sup>®</sup>) system. Upon the NRMP’s acceptance of such party’s registration, these terms and conditions will be a binding agreement between such institution and the NRMP, as well as between such institution and any other party who executes a Match Participation Agreement for such Match(es).

If the NRMP accepts the registration of the institution in question, the NRMP will register the institution and allow any of such institution's eligible programs to register in the NRMP Matching Program, as described briefly in Section 1.0 below. In consideration of this registration, each institution agrees to comply with all of the terms and conditions of this Institutional Match Participation Agreement (also referred to as “this Agreement”).

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## 1.0 Introduction to the Matching Program

The NRMP Matching Program provides a system for the confidential selection of applicants to graduate medical education programs by establishing a uniform time for applicants and programs to submit rank order lists that express their respective preferences. For purposes of this Agreement, the term "Matching Program" refers to all Matches conducted by the NRMP, including both the **Main Residency Match** ("the Match") and the **Specialties Matching Service**. The system is intended to provide applicants the opportunity to make informed decisions about the medical specialty or specific training program they seek to enter and to provide training programs the opportunity to make informed assessments about applicants in an orderly manner and without pressure. The Match processes the certified rank order lists using a mathematical algorithm to match the preferences of applicants to the preferences of programs. If a match does not occur, applicants in the **Main Residency Match** may seek to obtain positions during the Match Week **Supplemental Offer and Acceptance Program**<sup>®</sup> (**SOAP**<sup>®</sup>). Only programs from institutions that have registered with the NRMP and agreed to abide by the terms of this Agreement may participate in the Matching Program. Such programs also must register individually with the NRMP and agree to abide by the terms of the Match Participation Agreement Among Applicants, the NRMP, and Participating Programs or the Specialties Matching Service Match Participation Agreement Among Applicants, the NRMP, and Participating Programs.

The **Specialties Matching Service** ('**SMS**<sup>®</sup>) is provided by the NRMP to program directors' groups (i.e., associations of training program directors) whose programs offer entry level positions only to applicants who have completed two or more years of graduate medical

education. To qualify for participation in the **SMS**, the program directors' group representing the programs in a specialty must designate a specialty representative to be responsible for overseeing the **SMS** matching process and to be the group's official representative to the NRMP on all matters regarding the group's programs that register to participate in the **SMS**. Each group participating in the **SMS** is expected to identify eligible programs and to assist the NRMP in communicating with such programs.

The NRMP requires the program directors' group of each specialty participating in the **SMS** to execute annually an "NRMP Program Directors' Annual Participation Agreement" that commits active participation of at least 75 percent of the group's eligible programs and a minimum of 75 percent of all available positions in the specialty for that year. If a group fails to register 75 percent of its eligible programs and/or positions, the NRMP, at its discretion, may discontinue such group's participation in Matches managed by the NRMP. **Specialties Matching Service** Match sponsors may voluntarily elect to implement a policy whereby all participating programs are required to register and attempt to fill all positions in the Match. The NRMP shall monitor the compliance of programs in those specialties in registering and attempting to fill all of their positions through the Match provided the Match sponsor provides the NRMP with information about the number of positions with fellows in training for that appointment year.

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

All Matches are 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 relevant Match Participation Agreement. Any breach of that commitment may result in penalties to the breaching applicant or program.

Any breach by a sponsoring institution of any of its obligations under this Agreement may be investigated by the NRMP pursuant to its Policies and Procedures for Reporting, Investigation, and Disposition of Violations of NRMP Agreements and may result in penalties to the institution as described in Section 10.0.

The NRMP seeks to maintain the highest professional standards in the conduct of the Matching Program and in its interactions with all participants: applicants, program directors, institutional officials, and student affairs deans.

All parties to this Agreement acknowledge that they have read, understand, and agree to its terms. In addition, each of the parties acknowledges and confirms their understanding that (a) the NRMP is not an employment service for either applicants seeking advance residency or fellowship positions or programs offering training positions and 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 Matching Program and listing such programs on their certified rank order lists; (c) the NRMP is not involved in establishing the terms of any residency or fellowship position or the terms of any contract

between a resident or fellow and a training program; and (d) once a Match is made between a program and an applicant, there is a binding commitment for the program to offer a training position to the applicant and for the applicant to accept such a position absent a waiver from the NRMP.

## 2.0 Institutional Official

### 2.1 Designation

Each institution with programs participating in the Matching Program shall designate an institutional official 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. All changes made by a program concerning its positions must be approved by the NRMP institutional official responsible for that program. The NRMP requires program directors to route all inquiries and changes through the institutional official for transmittal to the NRMP.

### 2.2 Responsibilities

In addition to the general responsibilities of the NRMP institutional official for overseeing the Match process and communicating with the NRMP, the institutional official shall:

2.2.1. Provide all information required for the registration of the institution and each of its programs that desire to participate in the Matching Program and ensuring the accuracy of such information including, but not limited to, the number and type of positions offered by each program.

2.2.2. Ensure that all of the institution's programs that desire to participate in the Matching Program execute a Match Participation Agreement prior to the applicable Match registration deadline.

2.2.3. Ensure that all of the institution's programs that participate in the **Main Residency Match** register and attempt to fill all of their positions in the Match or another national matching plan.

2.2.4. Ensure that all of the institution's programs that participate in a **Specialties Matching Service** Match that have implemented the All In Policy register and attempt to fill all of their positions in the **SMS** Match.

2.2.5. Communicate all quota changes, additions, withdrawals, and other changes in the positions offered by any of such institution's programs through the **R3** system prior to the applicable Quota Change Deadline for each Match. Exceptions to this deadline 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.

2.2.6. Ensure that prior to the release of the results of the **Main Residency Match**, all programs sponsored by the institution, regardless of Match participation status, offer positions to sponsored applicants (U.S. MD and DO senior students) only through the **Main Residency Match** or another national matching plan. If any of the programs sponsored by the institution offers a position to a sponsored applicant outside the **Main Residency Match** or another national matching plan, including a preliminary position for a program that participates in another national matching plan, the institution will be in breach of this Agreement and may suffer the penalties described in Section 10.0.

2.2.7. Ensure that none of the programs sponsored by the institution, regardless of Matching Program participation status, discusses, interviews for, or offers a position to an applicant who has matched to a concurrent year position through the Matching Program. If any of the programs sponsored by the institution discusses, interviews for, or offers a position to an applicant who has matched to a concurrent year position through the Matching Program or who is ineligible because of a denied waiver or confirmed violation, the institution will be in breach of this Agreement and may suffer the penalties described in Section 10.0.

2.2.8. Ensure that none of the programs sponsored by the institution, regardless of Matching Program participation status, discusses, interviews for, or offers a position to an applicant between the applicable Rank Order List Certification Deadline and the release of Match results. If any of the programs sponsored by the institution discusses, interviews for, or offers a position to an applicant between the applicable Rank Order List Certification Deadline and the release of Match results, the institution shall be in breach of this Agreement and may suffer the penalties described in Section 10.0.

2.2.9. Ensure that none of the programs sponsored by the institution, regardless of Matching Program participation status, discusses, interviews for, or offers a non-Match position to a **SOAP**-eligible applicant during Match Week. If any of the programs sponsored by the institution discusses, interviews for, or offers a non-Match position to a **SOAP**-eligible applicant during Match Week, the institution will be in breach of this Agreement and may suffer the penalties described in Section 10.0.

2.2.10. Ensure that all of its programs that offer residency or fellowship positions through the Matching Program will be either (a) accredited by the Accreditation Council for Graduate Medical Education ("ACGME") or another accrediting body acceptable to NRMP, 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, or (c) in compliance with the eligibility requirements set forth in section 4.1.2 of this Agreement. Eligibility must be met by the applicable Rank Order List Certification Deadline. Special tracks may be offered within some types of programs, including locations or particular kinds of training (i.e., research vs. clinical) within the accredited program.

2.2.11. Assume oversight in the **R3** system of unaccredited fellowship programs not under the governance of the institution. Unaccredited programs for which the institutional official does not assume oversight will not be permitted to participate in the Match.

2.2.12. Check the accuracy of all information submitted by program directors for registration and subsequent changes and confirming such information and changes through the appropriate pages of the **R3** system. The institutional official has the authority to modify and certify program rank order lists; however, any changes made by the institutional official to a program's rank order list must be done in collaboration with and with the approval of the program director.

2.2.13. Appoint an institutional administrator, if so desired, to assist in the oversight of the match process at the institution and in communicating with the NRMP.

2.2.14. Ensure that each of the institution's programs organizes a resident or fellow selection process that is consistent with the applicable Schedule of Dates.

2.2.15. Promptly communicate to the program directors all information sent from the NRMP that is relevant to such program directors.

2.2.16. Ensure that each of the institution's programs provides complete, timely, and accurate information to interviewees, including 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. The NRMP institutional official also must ensure that each of the institution's programs provides institutional policies on visa status and eligibility for appointment to a residency or fellowship position, as applicable.

This information must be communicated to interviewees in writing prior to the applicable Rank Order List Certification Deadline.

2.2.17. Ensure that the institution's programs do not ask for verbal or written commitments from applicants indicating how they intend to rank any program or whether they will accept a position that is offered during **SOAP**. Any violation of this requirement will be a breach for which the program may suffer penalties.

2.2.18 Assume responsibility for communicating NRMP policies to the institution's programs, faculty, and staff regardless of their Match participation status.

2.2.19. Arrange for prompt payment to the NRMP of all fees owed by the institution or any of its programs.

2.2.20. Ensure that all of the institution's passwords are kept confidential and notifying the NRMP immediately if the institution has any reason to believe that any of the institution's passwords have been discovered or used by a third party or that there has been any other breach of security.

### 3.0 Institutional Administrator

#### 3.1 Designation

The NRMP institutional official has the option of designating an institutional administrator to assist with the oversight of the matching process at the institution. The NRMP institutional administrator usually is a staff person in the graduate medical education office of the institution.

#### 3.2 Responsibilities

The NRMP institutional administrator may enter or change selected institution and program reference data, which may require subsequent approval by the institutional official. In addition, the NRMP institutional administrator may view all of the institution and program data available through the **R3** system.

### 4.0 Programs

#### 4.1 Eligibility

##### 4.1.1 Eligibility: Main Residency Match

In order for a registered institution to enroll its program(s) in the **Main Residency Match**, as of the applicable Rank Order List Certification Deadline each such program must either (a) be



accredited by the ACGME; or (b) be 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; and (c) have funding to train matched residents.

#### 4.1.2 Eligibility: SMS Matching Program

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

To be eligible to offer positions through an **SMS** Match, as of the applicable Rank Order List Certification Deadline for such **SMS** Match a program must be either (a) accredited by the ACGME or another entity acceptable to NRMP; (b) affiliated with an ACGME-accredited program in the primary discipline; or (c) lead to certification or endorsement and oversight by a board recognized by the American Board of Medical Specialties. The program also must have funding to train matched fellows. Each institution and program executing this Agreement or the **Specialties Matching Service** Match Participation Agreement affirms that it will meet one of those requirements by the Rank Order List Certification Deadline.

#### 4.2 Exclusive Commitment to the Main Residency Match

The sponsoring institution agrees that prior to the release of the results of the **Main Residency Match**, all programs sponsored by the institution, including those that do not participate in the Match, will select sponsored applicants **only** through the Match or another national matching plan. If any position is offered to sponsored applicants outside the **Main Residency Match** or another national matching plan, including a preliminary position for a program that participates in another national matching plan, the institution will be in breach of this Agreement and may suffer the penalties described in Section 10.0.

In addition, the sponsoring institution agrees that all programs sponsored by the institution that participate in the **Main Residency Match** shall register and attempt to fill all of their 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 positions through the Match. Failure to comply shall be considered a breach of this Agreement and the institution may suffer the penalties described in Section 10.0.

### 4.3 Categories of Program Positions

The following categories of positions are included in the Matching Program:

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

4.3.2. Categorical primary care positions in medicine and pediatrics (M)

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

4.3.4. 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)

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

4.3.6. Fellowship (F) positions in programs that begin training subsequent to the completion of a core resident training program

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

### 4.4 Program Withdrawals

Sponsoring institutions may not withdraw any program from the Matching Program or change the number of positions offered by a program through the Matching Program after the applicable Quota Change Deadline, except for situations beyond the control of the institution or program, as determined by the NRMP.

At any time before the Match results are released for the **Main Residency Match** or the applicable **SMS Match**, the NRMP may withdraw from the Matching Program any program that falls into one or more of the following categories:

(a) Programs that do not meet the eligibility requirements set forth in Section 4.1 of this Agreement

(b) Programs for which the NRMP believes it has received credible evidence that the program has violated the terms of the applicable Match Participation Agreement. Upon withdrawing a program from the Matching Program, the NRMP shall note in the

**Registration, Ranking, and Results (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 or institution from the Matching Program 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 or institution under this section shall not be subject to any suspension in the event the program or institution chooses to contest the withdrawal or other action by the NRMP under the dispute resolution process set forth in Section 18.0.

#### 4.5 Designation of Program Director

For each program participating in the Matching Program, the institutional official 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.

##### 4.5.1 Duties of Program Directors

The program director shall:

4.5.1.1. Provide accurate program information including, but not limited to, the number and type of positions offered;

4.5.1.2. Execute the Match Participation Agreement prior to the applicable Rank Order List Certification Deadline;

4.5.1.3 Submit and certify a rank order list prior to the applicable Rank Order List Deadline;

4.5.1.4. Ensure that representatives of the program do not discuss, interview for, or offer a position to a Match applicant between the applicable Rank Order List Certification Deadline and the release of Match results;

4.5.1.5. Ensure that representatives of the program do not discuss, interview for, or offer a position to an applicant who is ineligible because of a denied waiver and/or sanctions levied as the result of a violation investigation;

4.5.1.6. 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;

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

## 4.6 Designation of Program Coordinator

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

### 4.6.1 Duties of Program Coordinators

The program coordinator may view all program information 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.

## 4.7 Waiver of the Match Results: Programs

Programs and applicants are not authorized to release each other from their respective 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, is final, and is not subject to challenge in arbitration, by judicial review, or by review of any kind by any third party. The NRMP recommends that each program director, institutional official, and applicant read carefully the Policies and Procedures for Waiver Requests ("Waiver Policy") that govern the NRMP's handling of waivers. The Waiver Policy is incorporated by reference in and constitutes an integral part of the applicable Match Participation Agreement.

Any participant in the Matching Program 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 Matching Program would cause unanticipated serious and extreme hardship for the program or if the NRMP determines that the applicant is ineligible to begin training. The burden is on the program to demonstrate to the reasonable satisfaction of the NRMP that the criteria necessary for approval and issuance of a waiver are present.

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 is appropriate.

**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 requested waiver.** If the NRMP receives information that a Match-participating program has discussed, interviewed for, or offered the position to another applicant before receiving a waiver from the NRMP, or encouraged or supported an applicant seeking a concurrent year position absent a waiver, the NRMP will initiate an investigation to determine whether the program or applicant has violated the terms of the applicable Match Participation 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.

#### 4.7.1 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.

#### 4.7.2 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 applicable Match Participation 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 the applicable Match Participation Agreement.

All programs sponsored by a Match-participating institution are prohibited from offering a position or a new training year to an applicant who is ineligible to accept or start a position or a new training year because a waiver request was denied by the NRMP. Such prohibition applies to all positions that have a start date within one year from the date of the NRMP's decision. If any program at a Match-participating institution, regardless of the program's Match participation status, offers a position 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 the applicable Match Participation Agreement.

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

#### 4.8 Program Closures and Reductions in Resident Complement

If a program has reason to close and/or reduce the number of residents or fellows, it must follow the procedures specified by the Accreditation Council for Graduate Medical Education ("ACGME") in Section IV of the ACGME Institutional Requirements, as amended from time to time, or any successor requirements. The program must notify the NRMP of the method it will employ to assist each matched applicant in securing another graduate medical education position. Failure to adhere to those requirements will be a breach of the applicable Match Participation Agreement.

#### 4.9 Deferral of the Match Commitment

The NRMP, in its sole discretion, may grant to an applicant and a program a one-year deferral of a binding commitment if: (1) both parties agree to the deferral and provide written document; and (2) the NRMP determines that failure to obtain a deferral would cause unanticipated serious and extreme hardship. Additionally, at the request of either an applicant or a program, NRMP may grant a deferral of up to one year if arbitration proceedings have been initiated and the outcome is pending. If for any reason a deferred commitment cannot or will not be honored, one or both parties shall submit to

the NRMP a request for a waiver according to the procedures set forth in Sections 4.7 and 5.6 of this Agreement.

## 5.0 Applicants

### 5.1 Eligibility: Main Residency Match

In order for an applicant to participate in the **Main Residency Match**, the NRMP requires that each applicant affirm that he or she meets all requirements for entry into graduate medical education as prescribed in Section IV of the ACGME Institutional Requirements, Residents. The eligibility of sponsored applicants (U.S. MD and DO senior students) to participate in the **Main Residency Match** is communicated directly to the NRMP by their NRMP school officials. With respect to all other applicants in the Match, it is the policy of the NRMP to contact the relevant United States or Canadian schools to verify enrollment or graduate status and to contact the Educational Commission for Foreign Medical Graduates ("ECFMG") concerning whether an applicant who is a student at, or a graduate of, an international medical school has passed the examinations necessary for ECFMG certification. The NRMP does not attempt to verify visa status.

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. The parties acknowledge that the NRMP cannot guarantee the eligibility of an applicant and that it is the responsibility of each institution to verify independently that each applicant considered for a position at such institution meets all of the institution's requirements. Those requirements must be communicated to applicants in writing prior to the applicable Rank Order List Certification Deadline. It is recommended that each program obtain a signed acknowledgement of such communication from each applicant who interviews with such program.

### 5.2 Eligibility: SMS Matching Program

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

### 5.3 Other Requirements

Each sponsoring institution may have additional requirements for eligibility for its programs. The NRMP is not responsible for ensuring that any or all 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.

## 5.4 Couples

Any two applicants may participate in the Matching Program as a couple. If two applicants who registered as a couple do not obtain a match as a couple, the Matching Program will not try to find a separate match for either of them individually.

## 5.5 Withdrawals

### 5.5.1 Withdrawal by the Applicant

Applicants may withdraw from the Matching Program under certain conditions, but only if the NRMP receives the withdrawal request prior to the applicable Rank Order List Certification Deadline through the **R3** system. Applicants who accept a concurrent year position outside the Matching Program or through any other national matching plan shall withdraw from the Matching Program and shall do so prior to the applicable Rank Order List Certification Deadline through the **R3** system. Failure to withdraw from the Matching Program prior to the applicable Rank Order List Certification Deadline shall be a breach of the applicable Match Participation Agreement and may subject the applicant to the penalties described in the applicable Agreement. Applicants in the Matching Program are prohibited from applying for, discussing, interviewing for, or accepting a position that would run concurrent with positions offered in the Matching Program between the applicable Rank Order List Certification Deadline and the release of Match results.

Sponsored applicants (U.S. MD and DO senior students) may not withdraw themselves from **the Main Residency Match**. Sponsored applicants may be withdrawn only by the NRMP medical school official.

### 5.5.2 Withdrawal of Applicants by the NRMP

At any time before the Match results are released, the NRMP may withdraw from the Matching Program any applicant who falls into one or more of the following categories:

(a) 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 at the time of registration. The applicant will be allowed to register for and participate in the Matching Program only after a credit card payment is entered through the **R3** system and processed successfully.



(b) Applicants for whom the NRMP believes it has credible evidence that they have violated the terms of the applicable Match Participation Agreement. Upon withdrawing an applicant from the Matching Program, 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 Matching Program 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 18.0.

### 5.5.3 Withdrawal Deadlines and Restrictions

Applicants may not withdraw from the Matching Program after the applicable Rank Order List Certification Deadline. In addition, applicants shall not apply for, discuss, interview for, or accept a position that would run concurrent with positions offered in the Matching Program between the applicable Rank Order List Certification Deadline and the release of Match results.

### 5.6 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, is final, and is not subject to challenge in arbitration, by judicial review, or by review of any kind by any third party. The NRMP recommends that each applicant and program read carefully the Policies and Procedures for Waiver Requests (“Waiver Policy”) that govern the NRMP's handling of waivers. The Waiver Policy is incorporated by reference in and constitutes an integral part of the applicable Match Participation Agreement.

Any participant in the Matching Program shall promptly notify the NRMP of any waiver requests received directly from any other participant. Programs are not authorized to recruit another candidate for the position until so notified by the NRMP.

Upon receiving an applicant's request for waiver of the binding commitment, the NRMP shall examine the request and determine whether grounds exist to allow a waiver of the binding commitment. The grounds for waiver are i) the NRMP

determines the applicant is ineligible for the position or ii) in the reasonable judgment of the NRMP, fulfillment of the commitment to the results of the Matching Program would cause unanticipated serious and extreme hardship for the applicant. The burden is on the applicant to demonstrate to the reasonable satisfaction of the NRMP that the criteria necessary for approval and issuance of a waiver are present.

Upon examining the applicant's request for a waiver, including whether the applicant has demonstrated the grounds necessary for a waiver, the NRMP, in its sole discretion, may issue a waiver releasing the applicant from the commitment to the program or deny the waiver request.

An applicant who matched to or accepted an advanced or fellowship position also may request a waiver if the applicant has elected to change specialties or subspecialties, provided the waiver is requested **no later than January 15** prior to the start of training. The waiver request must be submitted in writing to the NRMP 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.

#### 5.6.1 Waiver Approvals: Applicants

If the NRMP grants the applicant's request for a waiver, the applicant may accept a position in another graduate medical education program or re-enter a Match and the program may offer the vacant position to another qualified applicant.

#### 5.6.2 Waiver Denials: Applicants

If the waiver is not granted to the applicant by the NRMP, the applicant will be expected to accept the position.

#### 5.6.3 Refusal to Accept the Matched Position Before a Final Waiver Determination is Made

If following initiation of the waiver process by the NRMP, the applicant notifies the NRMP in writing that the applicant will not accept the position even if the waiver is denied, the NRMP will release the program from its match commitment so that the program can recruit another qualified applicant for the position.

#### 5.6.4 Refusal to Honor the Match Commitment After NRMP Makes A Final Determination to Deny a Request for Waiver

If the NRMP makes a final determination to deny an applicant's request for waiver and the applicant still refuses to honor the Match commitment and enter the program, the NRMP will bar the applicant from accepting or starting a position (or renewing a training contract for a position at a different level or for a

subsequent year), regardless of the start date, in any residency training program sponsored by a Match-participating institution that would commence training within one year from the date of the NRMP's final decision to deny the waiver. Such bar shall not be considered a sanction and shall not be subject to arbitration or judicial review.

In addition, the NRMP will initiate an investigation to determine whether the applicant has violated the terms of the Match Participation Agreement. If following such investigation, the NRMP determines that a violation has occurred, the NRMP may impose sanctions as provided in Section 10.0 of this Agreement.

In lieu of an investigation and the potential imposition of sanctions, the applicant may instead agree to the following remedy: i) to be barred from accepting or starting a position (or renewing a training contract for a position at a different level or for a subsequent year), regardless of the start date, in any residency training program sponsored by a Match-participating institution that would commence training within one year from the date of the NRMP's final decision to deny the waiver; ii) to be barred from the Match for one year; and iii) agree to be flagged in the R3 system for one year, all effective immediately upon acceptance of such agreement by the NRMP. Such remedy shall be deemed to constitute a final determination by consent and is not subject to arbitration or judicial review. The remedy will be reflected in the **R3** system and the Applicant Match History for the length of time the remedy is in effect.

#### 5.6.5 Prohibited Activity During the Waiver Process: Applicants and Programs

**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 before receiving a waiver from the NRMP, the NRMP will initiate an investigation to determine whether the applicant or program has violated the terms of the applicable 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 the applicable Agreement.

If the NRMP initiates a violation investigation of the institution, it will follow the procedures set forth in Section 10.0 of this Agreement.

### 5.7 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 binding commitment if: (1) both parties agree to the deferral and provide written documentation; and (2) the NRMP determines that failure to obtain a deferral would cause unanticipated serious and extreme hardship. Additionally, at the request of either an applicant or a program, NRMP may grant a deferral of up to one year if arbitration proceedings have been initiated and the outcome is pending. If for any reason a deferred commitment cannot or will not be honored, one or both parties shall submit to the NRMP a request for a waiver according to the procedures set forth in Sections 4.7 and 5.6 of this Agreement.

## 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 communication 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 a Match participant is involved in a waiver or violation investigation, the participant is responsible for conveying any change in email address to the NRMP after the Match has concluded.

In addition to communication via electronic transmission, the NRMP shall communicate violations of this Agreement that have been confirmed in a Final Report (“confirmed violation”) as provided in Section 10.2. Paper copies of the Report will be distributed by regular mail at the last known address in the **R3** system or as provided by the subject of the violation if an email address is not available.

If the participant unsubscribes from NRMP emails or notices, the NRMP shall have no responsibility for sending NRMP information or providing for its receipt.

### 6.2 Between Institutions and the NRMP

The NRMP institutional official is responsible for all communication with the NRMP on behalf of the institution's sponsored programs. All changes made by a program concerning positions must be approved by the NRMP institutional

official responsible for such program and communicated directly to the NRMP through the **R3** system.

After registration of the sponsoring institution, the NRMP institutional official must update the institution and program information in the NRMP database, including reversions and descriptions of special institution and program requirements. It is the NRMP institutional official's responsibility to ensure that each program director checks the accuracy of quotas, reversions, and special requirements. This information is to be reviewed by the NRMP institutional official and any corrections or changes are to be communicated to the NRMP through the **R3** system.

### 6.3 Between Program Director Groups and the NRMP

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

### 6.4 Between Applicants and Programs

Between the Rank Order List Certification Deadline and 3:00 p.m. eastern time on Monday of Match Week or Match Day for the **Specialties Matching Service**, applicants shall not apply for, discuss, interview for, or accept any position that would run concurrent with positions offered in the Matching Program. Similarly, 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 4.7, 5.6, 7.1) during the entirety of the Match process.

### 6.5 Changes After Registration

All changes should be submitted to the NRMP through the **R3** system.

### 6.6 Quota Changes

The deadline for making changes to quotas for the **Main Residency Match** is January 31 of the year of the Match in question. All other Matches have quota change deadlines specific to that Match. In order to ensure that applicants will be aware of the accurate number of positions available in programs in advance of the Rank Order List Certification Deadline, exceptions will be made only in extreme circumstances, e.g., loss of funding, change in accreditation status,

bankruptcy, or to accommodate the results of a prior Match. Requests for exceptions must be made in writing by the NRMP institutional official. 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.

Program quota changes should be communicated by the NRMP institutional official to the NRMP via the **R3** system. NRMP institutional officials and program directors should consider whether a quota change has an effect on reversions and special requests. The NRMP will not automatically adjust reversions due to quota changes. Any necessary adjustments should be requested by the NRMP institutional official through the **R3** system.

Quota changes for NRMP Matches will not be accepted after the applicable Quota Change Deadline. The quota on file with the NRMP for each program at 11:59 p.m. eastern time on the applicable Quota Change Deadline for each Match will be the number of positions offered through such Match for that year.

**Programs cannot reduce their quotas to zero.** Any registered program that will not offer positions through the Match must officially withdraw from that Match through the **R3** system. The program's withdrawal must be confirmed by the NRMP institutional official in the **R3** system by 11:59 p.m. eastern time on the applicable Quota Change Deadline to ensure that the program is not listed in the **R3** system as a participant in the Match.

## 6.7 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 institution and program information must be received by the NRMP by the published deadlines.

## 6.8 Use of Match Information

It is a violation of the applicable Match Participation Agreement if any program or institution 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 the applicable Match Participation Agreement if 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, is copied, distributed, or posted or in any other way made publicly available by any program or institution to any web site 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, the NRMP shall follow the procedures set forth in Section 10.0 of this Agreement.

### 6.9 Completeness, Timeliness, and Accuracy of Information

The sponsoring institution and its programs are responsible at all times throughout the matching and **SOAP** processes for the completeness, timeliness, and accuracy of information they provide to applicants. Programs shall provide a copy of the contract the applicant will be expected to sign if matched to the program if such contract is available, or a copy of the contract currently in use. Programs also must provide all institutional policies regarding eligibility for appointment to a residency or fellowship position including visa or employment requirements. The contract and all other information must be communicated to applicants in writing prior to the applicable Rank Order List Certification Deadline or the offering of a position during **SOAP**, although program information, contract elements, and eligibility requirements may be subject to change as determined by the program.

Programs also have an obligation to submit complete, timely, and accurate information to the NRMP for the period beginning with submission of an electronically signed Match Participation Agreement until the 45th day following the start date of program positions processed by the matching algorithm or offered through **SOAP**, or the conclusion of any NRMP-related waiver review, violation investigation, or appeal process, whichever is later.

Applicants are at all times responsible for the completeness, timeliness, and accuracy of the information they provide to their medical schools and programs. Sponsored applicants who obtain positions in U.S. military graduate medical education programs are obligated to notify their medical schools prior to the Rank Order List Certification Deadline. The submission of information by an applicant to a program at any time during the matching process that is incomplete, misleading, false, or plagiarized from another source is a violation of the Agreement. For purposes of the Match Participation Agreement, the term "matching process" includes all aspects of the matching process, from the submission of information or an application through the Electronic Residency Application Service (ERAS) or other application process, interviews with program representatives (regardless of when an applicant registered for the Match), and the **Match Week Supplemental Offer and Acceptance Program (SOAP)**, as well as information submitted in the course of waiver requests, violation investigations, and/or arbitration proceedings. The omission of information that would reasonably be considered pertinent to a program's decision whether to rank an applicant, an applicant's ability to satisfy program requirements or standards, or to identify circumstances that may reasonably be expected to delay or affect adversely the applicant's medical school graduation or current training date, licensure status, visa status, or ability to start the training program, shall be considered a violation of the applicable Agreement.

The obligation to submit complete, timely, and accurate information extends through the 45th day following the start date in the appointment contract of the program position obtained through the matching algorithm or **SOAP**.

Applicants also have an obligation to provide complete, timely, and accurate information to the NRMP beginning with the submission of an electronically signed Match Participation Agreement through the 45th day following the start date of the training program to which the applicant matched or obtained through **SOAP** or through the conclusion of any NRMP-related waiver review, violation investigation, or appeal process, whichever is later.

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, program, or institution has violated the terms of the applicable Match Participation Agreement, the NRMP is authorized to take appropriate action, as described in the applicable Agreement, including, but not limited to, withdrawal of the applicant or program from the Matching Program and reporting the violation to the American Board of Medical Specialties or the ACGME in accordance with the Agreement.

## 6.10 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. The NRMP may, however, anonymize rank order list information and use or contribute such anonymized information for research purposes.

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 the applicable Match Participation Agreement.

### 6.10.1 Applicant Rank Order Lists

Applicants have the right to keep their rank order lists and **SOAP** preferences confidential and not to share them with any other individual or entity.

### 6.10.2 Program Rank Order Lists

Programs have the right to keep their rank order lists and **SOAP** preference lists confidential and not to share them with any other individual or entity.

## 7.0 Matching and Appointing Rules

### 7.1 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 enters and 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 the applicable Match Participation Agreement and may result in penalties to the breaching party, as described in Section 10.0 of this Agreement.

The binding commitment may be released only through the waiver procedures set forth in Sections 4.7 and 5.6 of this Agreement. Each such appointment is subject to the official policies of the appointing institution in effect on the date the program submits its rank order list or 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 applicable 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 the applicable Match Participation 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 applicant has a reasonable basis to be released from the binding commitment to the program under the procedures set forth in Section 5.6 of this Agreement.

If the NRMP receives information that a program has encouraged or supported an applicant with a match commitment to seek a concurrent year position absent 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.

A program that terminates a resident 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 program entered into the contract in good faith and the NRMP determines the program has a reasonable basis to be released from the binding commitment to the applicant under the procedures set forth in Section 4.7 of this Agreement.

At the conclusion of Match Week, each program will 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.

## 7.2 Rules of Appointment

If any of the programs sponsored by the institution, regardless of Matching Program participation status, discusses, interviews for, or offers a position to an applicant who matched to or accepted through **SOAP** a concurrent year position in another program or who is ineligible as a result of a denied waiver or a confirmed violation, the institution shall be in breach of this Agreement and may be subject to penalties, as described in Section 10.0 of this Agreement. 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 appointment status in the Applicant Match History that is available in the R3 system and/or by contacting the NRMP to obtain that information.**

## 7.3 Rank Order List Certification

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

Access to the **R3** system is limited to registered institutions, programs, 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 applicable 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.**

Applicants and programs must certify their rank order list before the applicable Rank Order List Certification Deadline. After the Rank Order List Certification Deadline, the NRMP will certify an applicant or program rank order list on behalf of the applicant or program only upon the written request and consent of the applicant or program. Such written request and consent must be received by NRMP within 48 hours of the applicable Rank Order List Certification Deadline. Only the rank order list displayed in **R3** at the time of the deadline will be certified through this courtesy certification process. The NRMP will not create or modify a rank order list at any time for any reason.

## 7.4 Program Changes

Program directors may increase, decrease, and make other changes to their quota, or the number of positions they desire to fill through the Matching

Program. Such changes must be approved by the NRMP institutional official in the **R3** system by the applicable Quota Change Deadline. Exceptions to this 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 should 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 positions through the Match or another national matching plan. **Programs cannot reduce their quotas to zero.**

## 8.0 Other Obligations of Match Participants

### 8.1 Duty to Act in a Professional and Ethical Manner

All participants in all Matches shall conduct their affairs in an ethical and professionally responsible manner. The duty under this Agreement to act in an ethical and professionally responsible manner extends throughout the application, interview, matching processes, and **SOAP** and until the 45<sup>th</sup> day following the start date of training in the appointment contract or the conclusion of any NRMP-related waiver review, violation investigation, or appeal process, whichever is later, regardless of when an applicant registers for a Match.

### 8.2 Restrictions on Persuasion

One of the purposes of the Matching Program is to allow both applicants and programs to make selection decisions on a uniform schedule and without coercion or undue or unwarranted pressure. All participants in the Match shall respect the right of applicants to freely investigate program options prior to submission of a final rank order list. 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 all information pertaining to interviews, their ranking preferences, and the names or identities of programs to which they have or may apply. The NRMP recommends that each applicant, program director, and institutional official read carefully the Match Communication Code of Conduct for information on acceptable methods of interaction during the interview and matching processes.

In addition, at all times during the interview and matching processes, it is a breach of the applicable Match Participation 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 any information pertaining to interviews, including the number of applications sent, and/or the number of

- interviews offered, accepted, or attended; or
- (c) a program to request applicants to reveal ranking preferences; or
  - (d) 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 intentions; or
  - (e) 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
  - (f) a program and an applicant in the Matching Program 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 Matching Program.**

## 9.0 Match Week Supplemental Offer and Acceptance Program (SOAP)

This Agreement governs positions offered by unfilled programs and accepted by unmatched applicants during Match Week. During Match Week and until **SOAP** concludes 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, remaining unfilled positions may be filled outside the Match until registration opens in September 2021 for the following year's Match.

### 9.1 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 bound to the **SOAP** 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 MD- and DO-granting 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 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. Until **SOAP** concludes 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 **SOAP** concludes on Thursday of Match Week. **SOAP**-ineligible applicants may use ERAS or any other method to apply to non-Match-participating programs, subject to the restrictions set forth in Section 9.3 of this Agreement.

## 9.2 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 electing to participate and that have unfilled positions shall accept applications only through ERAS. Also, during **SOAP**, programs are responsible for providing complete, timely, and accurate information to applicants about the contract they would be expected to sign and all institutional policies regarding eligibility for appointment, including visa or employment requirements. Until **SOAP** concludes on Thursday of Match Week, unfilled positions in **ALL** Match-participating program shall be filled only through **SOAP**. Neither filled nor unfilled programs shall create positions for partially matched applicants until **SOAP** concludes.

### 9.2.1 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. **SOAP** preference lists cannot be submitted in any way other than through the **R3** system.

## 9.3 Match Week Communications

The Policies and Procedures for Reporting, Investigation, and Disposition of **SOAP** Communication Violations of NRMP Agreements ("SOAP Violations Policy") govern the NRMP's handling of **SOAP** communication violations. The **SOAP** Violations Policy is incorporated by reference in and constitutes an integral part of this Agreement.

### 9.3.1 SOAP-Eligible Applicants

**Unmatched applicants who are SOAP-eligible may begin applying for unfilled positions in SOAP-participating programs when ERAS opens at 12:00 p.m. eastern time on Monday of Match Week. SOAP-eligible unmatched applicants shall initiate contact with the directors of unfilled programs only through their ERAS application 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, regardless of the individual's role in an institution or school. 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.**

SOAP-eligible applicants shall not apply to non-match programs until SOAP has concluded on Thursday of Match Week.

After 3:00 p.m. eastern time on Monday and after receipt of an ERAS application, program staff may initiate contact with an unmatched **SOAP**-eligible applicant or an individual or entity acting on behalf of such an applicant. Unmatched **SOAP**-eligible 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.

### 9.3.2 SOAP-Ineligible Applicants

**Directors of unfilled programs shall not initiate contact with any SOAP-ineligible applicants until after SOAP concludes on Thursday of Match Week. Unmatched applicants who are SOAP-ineligible and who elect to use ERAS may begin applying for positions in non-Match participating programs when ERAS opens at 12:00 p.m. eastern time on Monday of Match Week. SOAP-ineligible applicants who elect not to use ERAS shall not contact or apply to non-Match participating programs prior to 3:00 p.m. eastern time on Monday of Match Week. Unmatched applicants who are SOAP-ineligible shall not contact Match-participating programs until after SOAP concludes on Thursday of Match Week.**

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.

## 10.0 Match Violations

### 10.1 NRMP Violations Policies and Procedures

All Matching Program 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 the applicable Match Participation Agreement. It is the policy of the NRMP to investigate alleged breaches of the Match Participation 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 or circumvent 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 any Match outcome. Matching Program participants shall report to the NRMP any suspected violation of the applicable Match Participation Agreement.

The Policies and Procedures for Reporting, Investigation, and Disposition of Violations of NRMP Agreements ("Violations Policy") govern the NRMP's handling of Match violations. The Violations Policy is incorporated by reference in and constitutes an integral part of this Agreement. If the NRMP receives sufficient, credible information that a violation of this Agreement may have occurred, the NRMP will initiate an investigation in accordance with the Violations Policy. Following completion of its review, a Review Panel shall issue a written Review Panel Report and confirm whether or not the institution has violated the Agreement. If the Review Panel has confirmed a violation and the institution accepts the adverse decision, the decision will be considered final and the NRMP will issue a Final Report of the case. If the institution contests the adverse determination through available dispute resolution procedures described in Section 18.0 below, a Final Report will not be issued until dispute resolution procedures are exhausted or waived. A copy of the Final Report shall be sent to the institution and the list of recipients as described below in section 10.2

### 10.2 Consequences of Confirmed Violations

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

#### 10.2.1 Institutions

If the NRMP's investigation of an alleged violation results in a finding that an institution has committed a violation of this Agreement, a Final Report will be issued in accordance with the Violations Policy. When a Final Report is issued to the institution electronically, copies also will be issued to the following persons and entities as determined pertinent by

the NRMP. Paper copies of the Report will be distributed by regular mail if email addresses are unavailable.

- (1) the ACGME designated institutional official, if different
- (2) the chair of the institution's graduate medical education committee
- (3) the president or chief executive officer of the institution
- (4) the relevant state or private licensing or accreditation entities, including the Accreditation Council for Graduate Medical Education
- (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

Sanctions for a confirmed violation by an institution include:

- (1) Being identified in the **R3** system as a Match violator to participating applicants and medical schools for one to three years or permanently, as determined by the NRMP.

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

## 11.0 Reversion of Unfilled Positions; Special Requirements

### 11.1 Reversion Option

The NRMP gives sponsoring institutions the option to revert (donate) unfilled positions in one program ("a donor program") to another program ("a receiver program") during the matching process. If a donor program does not fill its quota, a designated number (equal to or less than the quota) of its unfilled positions will be added automatically to the quota of a receiver program.

Receiver programs may be located at the same or a different institution. If the receiver is at a different institution, the donor program submits the reversion using the **R3** system. The institutional officials at both institutions must approve



the reversion through the **R3** system. Institutions can use reversions to provide a degree of protection against the possibility that positions in prerequisite training programs for other institutional programs will go unfilled.

Donor programs donate a specific number of their unfilled positions to a receiver program. The number of positions indicated may not exceed the donor program's quota. Positions will be donated only if they do not fill during the matching process.

Receiver programs accept a designated number of unfilled positions from a donor program. Positions are added to the receiver program's quota only if the donor program is unable to fill its positions during the matching process.

## 11.2 Submission of Reversions to the NRMP

If a program wishes to revert positions, the reversions must be requested by the program director and approved by the program's NRMP institutional official through the **R3** system. Reversions can be changed, added, or deleted by the program director or NRMP institutional official after registration, but they must be received by the NRMP by the applicable Rank Order List Certification Deadline.

## 11.3 Special Requirements

The Matching Program can accommodate other special program requirements. If a special need is not addressed below, program directors should contact the NRMP at [support@nrmp.org](mailto:support@nrmp.org) to determine whether the request can be accommodated.

### 11.3.1 Linked and Restricted Programs

Program directors can link advanced programs to a designated preliminary program to limit enrollment in a preliminary program to that group of applicants who matched into a specific advanced program. Applicants should be told to rank the advanced program on their primary rank order lists and the preliminary program on the supplemental rank order list that corresponds to that advanced program. In addition, the preferred applicants must be ranked on the rank order lists of both the advanced program and the preliminary program. During the matching process, the preliminary program will be considered only if the applicant matches to the advanced program and the preliminary program appears on a supplemental rank order list associated with the linked advanced program. Because of this restriction, the preliminary program will not appear in the *List of Unfilled Programs* of the NRMP Match results.

### 11.3.2 Reversion Sequencing

Some programs elect to revert or donate their unfilled positions to two programs. For this type of reversion, the NRMP must know the exact sequence in which the unfilled positions are to be reverted. The sequence of reversions is entered in the **R3** system.

## 12.0 Fees and Fee Refunds

Fees paid by programs and institutions are not refundable.

### 12.1 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 sponsoring 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 send an invoice to the institution for those fees, which must be paid within thirty (30) days of the invoice date. After the conclusion of a Match, an invoice for all incurred expenses, registration fees, and matched applicant fees will be issued by the NRMP to the 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 **SMS** Fellowship Match until all fees are remitted by the institution to the NRMP.

### 12.2 Fee Payment Procedures

All fees must be paid in U.S. dollars by credit card or by check or money order drawn on a U.S. bank made payable to the NRMP. By electing to pay by credit card, the institution authorizes the NRMP to supply the cardholder's bank with information it requires in order to resolve inquiries regarding related credit card charges. The NRMP may attempt to contact the institution if the institution's check is returned or its credit card is not approved. If the credit card is not approved for the amount necessary to cover the applicable fees or if the check is returned, the institution and all of its programs will be barred from future NRMP Matches, unless payment or replacement card information is received by the NRMP and processed successfully prior to the scheduled opening of the **R3** system for registration for such future Matches.

### 12.3 Fee Refunds

The basic registration fees paid by institutions and programs are not refundable. Subsequent withdrawal of a program or its sponsoring institution does not void the institution's financial obligation to pay the non-refundable registration fees. However, overpayments will be refunded upon request.

### 13.0 Use of Information

The NRMP releases individual applicant Match results to each program that ranked the applicant on its ROL and, in the case of any program participating in the **SMS**, to its specialty program director association's liaison to the NRMP, and to those program directors who request such information to verify whether the applicant was matched. The Match results of U.S. MD students and graduates, U.S. DO students and graduates, and Canadian students and graduates also are released to their respective schools of medicine or osteopathy.

The sponsoring institution acknowledges and agrees that the NRMP may 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 applicant volunteer and work experience) 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. MD-granting medical schools, U.S. DO-granting 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. The NRMP may, however, anonymize rank order list information and use or contribute such anonymized information for NRMP-approved research purposes.

In addition, each sponsoring institution authorizes the NRMP to use any information provided to the NRMP by such institution or any of its programs in any study approved by the NRMP, provided that no information clearly and uniquely identifiable with such institution or program is disclosed in reports resulting from such study.

### 14.0 Representations and Warranties

Each sponsoring institution represents and warrants to the NRMP, on behalf of itself and all of its programs, that all of the information provided, or that will be provided, by such institution and each of its programs to the NRMP is at all times complete, timely, and accurate to the best of such institution's knowledge at the time such information was or will be provided. Each institutional 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. Moreover, each institutional official represents that he/she has read, understood, and agrees to the NRMP's Privacy Policy, and represents that institutional personnel using and accessing NRMP information have read, understood, and will abide by the NRMP's Privacy Statement.

## 15.0 Disclaimers

The parties acknowledge that the fees charged by the NRMP for participation in the Matching Program include no consideration for any assumption by the NRMP of the risk of any damages that may arise in connection with the participation of any institution's programs in the Matching Program 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 Matching Program, the **R3** system, or the automated systems and services utilized by the NRMP to implement the Matching Program 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 Matching Program 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 MATCHING PROGRAM, 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 the parties have access to 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.

## 16.0 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 AN INSTITUTION, A PROGRAM, OR A THIRD PARTY.**

## 17.0 Notices

All notices to the NRMP, other than those given in accordance with Section 10.0, 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 institutions or programs, other than those given in accordance with Section 10.0, will be given either 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 through the **R3** system while the institution or program is logged on to the site. Such notices to institutions or programs given by email will be deemed given twenty-four (24) hours after sending, unless the sending party is notified that the email address is invalid or that the message was not delivered, or if the receiver has voluntarily unsubscribed from NRMP emails or notices. All notices given during an institution's or program's session on the **R3** system will be deemed given at the time of such session.

## 18.0 Dispute Resolution

Except for waiver determinations that are final when made by the NRMP and not subject to arbitration, judicial review, or review by any third party, as provided in this Agreement, all other disputes arising out of, or related to, the Matching Program, this Agreement, or the breach thereof, between or among the NRMP and any applicant or program participating, or seeking participation, in the Matching Program shall 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 determines there is no basis in fact for a finding of violation; or (2) the arbitrator finds that the sanctions imposed by the NRMP are either arbitrary and capricious or outside the scope of potential sanctions set forth in the applicable Match Participation 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 Match Participation 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 arbitrator(s) acted in good faith. The arbitrator(s) may construe and interpret, but may not vary or ignore, the terms of the Agreement. The arbitrator(s) 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.

### **19.0 Limitation of Action**

No claim or cause of action, regardless of form, arising out of or related to the Matching Program, the Match Participation Agreement Among Applicants, the NRMP, and Participating Programs, or the breach thereof, this Agreement, or the breach thereof, or any other dispute between the NRMP and any applicant, program, or institution participating, or seeking participation, in the Matching Program, may be brought in any forum 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.

### **20.0 General**

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

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 Matching Program 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.

## 21.0 Glossary of Terms

21.1 **Applicant:** a medical student, medical school graduate, or physician-in-training who has registered or is eligible to register for the current **Main Residency Match** or an **SMS Fellowship Match**.

21.2 **Arbitrary and Capricious:** means that there is no basis in fact for a finding of a violation or that the sanction imposed is grossly disproportionate to the violation determined.

21.3 **Enters a training program:** an applicant has entered a training program if a contract has been signed and the applicant is actively attending or training in a program. If an applicant has signed a contract but is not actively attending or has not started training in a program, a waiver of the match commitment is required. The binding commitment shall be deemed to have been honored and a waiver is not required so long as the applicant enters and remains in the training program through the first 45 days after the start date of the relevant appointment contract.

21.4 **Independent applicant:** an applicant who is 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 physician who is a graduate of a school accredited by the American Osteopathic Association (AOA) Commission on Osteopathic College Accreditation (COCA); (d) A student enrolled in, or a graduate of, a medical 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

21.5 **Institutional Official:** the person designated by an institution to be responsible for oversight of all Match-related activities for the institution's programs.

21.6 **Institutional Administrator:** an individual assigned by the institutional official to assist with oversight and management of the institution's programs in the Match.

21.7 **Match process or matching process:** the period of time from the date an applicant or program submits an electronically signed Match Participation Agreement until the 45<sup>th</sup> day following the start date of the program to which an applicant has matched, or the conclusion of any waiver, violation or appeal process, or final disposition by a court, whichever is later.

21.8 **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 enters and remains in the training program through the first 45 days after the start date of the relevant appointment contract.

21.7 **Medical School Official:** an individual designated by a medical school to manage all Match-related activities for the school and to serve as primary contact to the NRMP on all matters regarding applicants from the school.

21.8 **Medical School Administrator:** an individual designated by the school official to assist with oversight and tasks to manage the Match activities for the school.

21.11 **Program Director:** the primary contact for managing Match activities for a designated program.

21.12 **Program Coordinator:** an individual designated by the program director to assist the program director in managing Match activities.

21.13 **Representatives of the training program:** any faculty, staff, or other individual: i) who has authority to offer a position in a program to an applicant, ii) who is involved in the interviewing and/or decision-making process that may result in an offer of a position to an applicant; or iii) who by virtue of his/her rank, role, responsibility or tenure can speak for the program or otherwise influence the decision to offer a position to an applicant.

21.14 **Sponsored applicant:** an applicant who is a student enrolled in a medical school accredited by the Liaison Committee on Medical Education ("LCME") or a student enrolled in a medical school accredited by the American Osteopathic Association (AOA) Commission on Osteopathic College Accreditation (COCA) at the time of registration for the Match.