



## Match Participation Agreement for Medical Schools

### 2022 Main Residency Match® and Supplemental Offer and Acceptance Program® (SOAP®)

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## **1.0 INTRODUCTION TO THE MAIN RESIDENCY MATCH AND SOAP**

The Main Residency Match (“the Match”) is sponsored by the National Resident Matching Program® (NRMP®), an independent, non-profit organization founded in 1952 for the purpose of providing an orderly and fair mechanism for matching the training preferences of applicants to U.S. residency positions with the preferences of residency training program directors.

The Match:

- Provides a system for the confidential selection of applicants to graduate medical education programs using an electronic, proprietary mathematical algorithm;
- Establishes an equitable and uniform time for applicants and programs to submit rank order lists that express their respective preferences;
- Enables applicants to make informed decisions about their chosen medical specialty or residency training program(s) free of persuasion; and
- Establishes a binding commitment between the applicant and the program(s). Neither the applicant nor the program may release the other from the binding commitment without a waiver or deferral granted by the NRMP (Section 9.0).

The Match is managed through the NRMP’s proprietary Registration, Ranking, and Results® (R3®) system which processes an applicant’s certified rank order list using a mathematical algorithm to match the preferences of the applicant to the preferences of the program(s). Applicants learn whether they matched, and if matched, where they matched according to published schedules provided by the NRMP.

Applicants who are unmatched or who are partially matched after the algorithm has been processed, and who meet eligibility requirements, may seek to obtain unfilled position(s) during the NRMP Match Week Supplemental Offer and Acceptance Program® (SOAP®).

SOAP is a process occurring during Match Week wherein positions left unfilled in the Match (i.e., after the matching algorithm has been processed) are offered to SOAP-eligible applicants. During Match Week and until the SOAP concludes, all positions offered by unfilled programs and accepted by SOAP-eligible applicants shall only be through only the R3 system. Not all unfilled programs participate in the SOAP.

The medical school is advised to carefully read this Agreement and retain a copy of it for future reference.

The medical school is further advised to carefully read the Match Participation Agreement for Applicants to fully advise and support their applicants through the matching processes.

## **2.0 TERMS AND CONDITIONS FOR PARTICIPATION IN THE MATCH**

By clicking on the “I Accept” button on the “Sign Match Agreement” screen of the R3 system, the participating Canadian MD-granting or U.S. MD- and DO-granting medical school (“medical school”) attests to having read this Agreement, and after having done so, agrees to and understands:

1. The terms and conditions of the Match Participation Agreement;
2. It is registering for the Main Residency Match and will facilitate student and graduate participation in the Main Residency Match;
3. The NRMP is not involved in establishing the requirements for graduation of any student participating in the Match (herein referred to as “applicants”);
4. The NRMP is not an employment service and does not oversee the terms of any contract between applicants and training programs;
5. The NRMP does not oversee or conduct services related to the application;
6. The NRMP is not involved in establishing the eligibility requirements for any residency position. Residency training programs have sole responsibility for establishing and communicating all program and institutional eligibility requirements to applicants;
7. It must adhere to all rules of communication for the Main Residency Match and SOAP as outlined in the Match Participation Agreement;
8. Once a Match is made between a program and an applicant, a binding commitment exists for the program to offer a training position to the applicant and for the applicant to accept such position absent a waiver from the NRMP;
9. The binding commitment requires applicants, programs and medical schools to request a waiver from the NRMP should any party determine at any time that the binding commitment cannot be fulfilled; and
10. All communications from the NRMP will be transmitted electronically to the email address provided by the medical school at the time of registration, or through an update, in the R3 system. The medical school is solely responsible for the accuracy of their contact information. If the medical school unsubscribes from NRMP emails or notices, the NRMP has no responsibility for sending NRMP information or providing for its receipt.

### **3.0 MATCH PARTICIPANTS AND POSITIONS**

#### **3.1 School Official**

Each medical school participating in the Match shall designate a school official responsible for overseeing the Match processes in the R3 system. The NRMP recommends the role of school official be assigned to the dean for student affairs or dean for academic affairs. The NRMP will recognize the school official identified in the R3 system as the medical school’s authorized spokesperson and individual authorized to act on behalf of the medical school and its applicants.

The school official shall:

1. Adhere to all policies governing the Match as outlined in this Agreement;
2. Refrain from sharing username and password information with any other individual;
3. Refrain from accessing the R3 system using another user's username and password;
4. Develop and implement procedures to protect the confidentiality of all passwords and promptly notify the NRMP of any suspected or confirmed unauthorized disclosure and/or use of passwords, or any other breach of security;
5. Provide accurate and timely information as required for the registration of the medical school;
6. Upload into the R3 system a list of the medical school's senior students ("Sponsored Applicants") eligible to participate in the Match;
7. Ensure that all the school's applicants participating in the Match:
  - Are eligible to participate in the Match;
  - Are sponsored by the medical school, if a U.S. senior student;
  - Have completed the registration process in the R3 system; and
  - Have executed the Match Participation Agreement before the Rank Order List Certification Deadline.
8. Communicate all changes made by the school concerning applicant eligibility and/or participation through the R3 system by the school official or school administrator; and
9. Respond promptly and accurately to all inquiries by the NRMP.

### **3.2 School Administrator**

Each medical school may appoint a school administrator to assist with the matching processes. The NRMP will recognize the school administrator identified in the R3 system as the medical school's individual authorized to access the R3 system and assist the school official in entering or changing medical school and applicant reference data through the R3 system.

The school administrator shall:

1. Adhere to all policies governing the Match as outlined in this Agreement;
2. Maintain a username and password to access the R3 system that is separate and distinct from the school official;
3. Refrain from accessing the R3 system using the school official or another user's username and password;
4. Refrain from sharing their username and password with any other user;
5. Respond promptly and accurately to all inquiries by the NRMP.

### **3.3 Applicants**

An applicant is any medical school student or graduate who has registered or intends to register for the Match.

#### **3.3.1 Sponsored Applicant**

A "sponsored applicant" is:

1. A student enrolled in a U.S. medical school accredited by the Liaison Committee on Medical Education ("LCME") or by the American Osteopathic Association ("AOA") Commission on Osteopathic College Accreditation ("COCA"); or
2. A student who graduated from an LCME or AOA COCA-accredited medical school between June 30 of the calendar year the Match opens and 9:00 pm eastern time on the Rank Order List Certification Deadline in the year of the Match.

#### **3.3.2 Independent Applicant**

An "independent applicant" is:

1. An applicant who graduated from a LCME-accredited or AOA COCA-accredited medical school prior to the year of the Match;
2. A student enrolled in, or a graduate of, a medical school accredited by the Committee on Accreditation of Canadian Medical Schools; or
3. A student enrolled in, or a graduate of, a medical school outside the United States and Canada that is not accredited by the LCME, the AOA COCA, or the Committee on Accreditation of Canadian Medical Schools, hereafter referred to as an international medical graduate (IMG).

### 3.3.3 Couples

“Couples” are any two applicants, sponsored or independent, participating in the Match who agree to pair their rank order lists for the purpose of matching to a ranked pair of programs.

**3.3.3.1 Change in Eligibility of Individual in a Couple:** After the Rank Order List Certification Deadline, if one individual who registered as a couple is withdrawn from, or is determined to be ineligible to participate in the Match, and the individuals have not “uncoupled” in the R3 system, the NRMP will:

1. Notify both individuals of the status of the couple; and
2. Uncouple the individuals, remove duplicate programs and “no match” ranks from the rank order list of the eligible individual, and process the rank order list of the eligible individual.
3. If the eligible individual wishes to be withdrawn from the Match, they must notify NRMP in writing within 24 hours of being notified of the removal of the couple status.

**3.3.3.2 Failure to Certify Rank Order List:** Individuals registered as a couple and who are eligible to participate in the Match, where at least one individual’s rank order list was not certified by the Rank Order List Certification Deadline, may contact the NRMP within 24 hours of receiving notification of an uncertified list, submit an electronic or written request and consent to [support@nrmp.org](mailto:support@nrmp.org) for the NRMP to certify their list.

1. Courtesy certification requests received more than 24 hours after notification of an uncertified list will not be processed by the NRMP.
2. If the individual does not request the NRMP to certify their rank order list within 24 hours of receiving notification of an uncertified list, the NRMP will:
  - Notify both individuals of the status of the couple; and
  - Uncouple the individuals, remove duplicate programs and “no match” ranks, and process the rank order list of the individual with the certified list through the Match.
  - If the individual with the certified list wishes to be withdrawn from the Match, they must notify the NRMP in writing within 24 hours of being notified of the removal of the couple status.

If applicants participating in the Match as a couple do not match to a pair of ranks, the NRMP will not subsequently uncouple the applicants and attempt to match them to a program based on their individual rank order lists.

### **3.4 Categories of Program Positions**

1. Categorical Position (“C”): Post graduate year one (PGY-1) position in programs that provide the full training required for board certification in a specialty.
2. Categorical Primary Care (“M”): PGY-1 positions in medicine and pediatrics that provide a training emphasis on primary care.
3. Preliminary Positions (“P”): One-year positions in transitional or specialty programs.
4. Advanced Position (“A”): Positions in specialty programs that begin the year after the Match and after one or more years of required preliminary training.
5. Reserved Positions (“R”): PGY-2 positions in specialty programs that begin in the year of the Match and are reserved for physicians with prior graduate medical education. These positions are also known as “Physician Positions”.

## **4.0 REGISTRATION DATES AND MATCH FEES**

### **4.1 Registration Dates**

The annual registration and Match calendar are published annually on the NRMP website: [www.nrmp.org](http://www.nrmp.org).

### **4.2 Match Fees**

The medical school pays no fee for Match services.

The medical school’s applicants pay Match fees, which provide them access to the R3 system, the ability to participate in the Match and SOAP, and access to certain Match-related lists and reports.

Match fees are published annually on the NRMP website. **All Match fees are non-refundable.**

### **4.3 Other Deadlines**

The NRMP does not govern the deadlines of sponsoring institutions and programs. The medical school may assist applicants to understand and coordinate the deadlines, but it is the applicant’s responsibility to comply with individual sponsoring institution and program schedules.

## **5.0 PARTICIPATION IN THE MAIN RESIDENCY MATCH AND SOAP**

The Match establishes a process for a medical school's applicants to make informed selection decisions based on their true preferences, on a uniform schedule, and without undue or unwarranted pressure.

### **5.1 Duty to Act in an Ethical and Professional Manner**

All Match participants are required to conduct their affairs in an ethical and professionally responsible manner. This duty 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 the Match.

NRMP's Code of Conduct for Schools is available to review at [www.nrmp.org](http://www.nrmp.org).

### **5.2 Completeness, Timeliness, and Accuracy of Information**

All information reported by the medical school about its applicants during the application, interview, matching processes, and until the 45<sup>th</sup> day following the start date of training, shall be complete, timely, and accurate.

#### **5.2.1 Between the Medical School and the NRMP**

The medical school has an obligation to submit complete, timely, and accurate information to the NRMP about the school and its applicants. If the NRMP receives or obtains credible evidence that a medical school has violated the terms of this Agreement, the NRMP is authorized to investigate and act on confirmed violations. The medical school may review the Match Violations Policy at [www.nrmp.org](http://www.nrmp.org).

#### **5.2.2 Between the Medical School and Programs**

The NRMP is not responsible for ensuring the accuracy of information exchanged between medical schools and programs.

Information reported in the Medical Student Performance Evaluation (MSPE) that is false, misleading, incomplete, or not up to date may be deemed a violation of this Agreement. A medical school shall amend or attach an addendum to an applicant's MSPE if the school has confirmed knowledge the MSPE, as written, is no longer accurate.

A medical school's intentional omission of information pertinent to a program's decision to rank a medical school's applicant(s), determine an applicant's eligibility to satisfy program requirements, or to identify circumstances that may reasonably delay or affect adversely the applicant's graduation, or current training date, licensure status, visa status, or ability to start the training program will be deemed a violation of this Agreement.

School officials must report to the program any change in academic status, graduation date, or eligibility for applicants who have matched or accepted a position through to SOAP.

### **5.3 Confidentiality and Restrictions on Persuasion**

Applicants have a right to make selection decisions that are free of undue or unwarranted pressure.

The information contained in the R3 system is confidential and available only to authorized medical school users. Use of Match information is outlined in Section 11.0 of this Agreement.

#### **5.3.1 Access to Applicant Match Information**

The medical school will have read-only access through the R3 system to certain applicant information. This information may include the identity of the medical school's applicants participating in the Match, their self-reported exam data, and the programs to which they have matched.

#### **5.3.2. Applicant Rank Order Lists and SOAP Preferences**

Medical schools will not have access to the rank order lists of any applicant.

Applicants have a right to keep their rank order lists and SOAP preferences confidential. However, applicants may voluntarily share their rank order lists or SOAP preferences with their medical school advisor.

The medical school may not request, require, or otherwise pressure, persuade, or coerce an applicant to disclose their rank order lists or SOAP preferences.

The medical school may offer to review rank order lists or the applicant's SOAP preferences to support the applicant in the matching process.

#### **5.3.3 School Match Information**

All information accessed by the medical school through the R3 system with respect to the outcome of the Match is confidential, and the school shall use at least the same degree of care in safeguarding the confidentiality of such information as it uses in safeguarding its own confidential information, subject to a minimum standard of reasonable diligence and protection.

The *Unmatched Applicants Report* is confidential, and its information cannot be shared until the time published on the NRMP's website.

The medical school may communicate Match results to their applicants after the Match results have been posted in the R3 system at the published time on Friday of Match Week.

## **6.0 MAIN RESIDENCY MATCH**

To participate in the Match, the medical school must register for the Match and appoint a school official. All registered users must enter a unique username and password and must not provide their login credentials to another individual.

### **6.1 School Information**

After registration, the medical school must maintain current and accurate information pertaining to the school and applicants in the R3 system. School information includes:

1. My School Information
2. My School Administrator Information
3. My Students and Graduates
4. Verify Graduation Credentials
5. Verify Participation Status
6. Withdraw Student

### **6.2 Applicant Registration**

The medical school must ensure applicants register with:

1. AAMC ERAS<sup>®</sup> if using the MyERAS<sup>®</sup> application service
  - The NRMP does not require applicants use the MyERAS application service for the Main Residency Match. Applicants are required to use the MyERAS application service for SOAP.
2. The NRMP to participate in the Match.

The medical school may track applicant registration and submission and certification of rank order lists by uploading and tracking applicants in the R3 system.

### **6.3 Verification of Applicant Eligibility**

The medical school must confirm with each applicant their eligibility to participate in the Match. To be eligible to participate in the Match, applicants must meet all requirements for entry into graduate medical education as required by the medical school and by the Accreditation Council for Graduate Medical Education (ACGME).

1. Before the Rank Order List Certification Deadline:
  - The medical school must verify in the R3 system:

- Each applicant's anticipated eligibility to enter graduate medical education training on July 1 in the year of the Match; and
  - The graduation of all applicants identifying themselves as graduates of the medical school.
2. After the Rank Order List Certification Deadline:
- The medical school must notify the NRMP immediately if an applicant is deemed ineligible to enter graduate medical education on July 1 after the Rank Order List Certification Deadline or after match status or match results have been released.

#### **6.4 Match Week**

The NRMP notifies each applicant and program of their match status and match results during Match Week. On Monday of Match Week, medical schools will receive access to the *Unmatched Applicant Report* in the R3 system at the designated time. The *Unmatched Applicant Report* is embargoed until the designated time when the NRMP notifies applicants of their match status. Disclosure of applicant match status by the medical school before the designated time will be deemed a violation of this Agreement.

The medical school should review their applicant's Match results and prepare to assist eligible, unmatched applicants through the SOAP process outlined in Section 8.0 of this Agreement.

#### **6.5 Notification of Match Status**

At the designated time during Match Week, the NRMP will notify each applicant of their match status via the R3 system and through a courtesy email.

##### **6.5.1 Applicants are considered:**

1. **Fully matched** if matched into all intended positions (e.g., applicant intended to enter a five-year general surgery training position and matched into five-year general surgery training position); or
2. **Partially matched** if not fully matched into all intended positions (e.g., applicant intended to enter a preliminary general surgery position and a three-year anesthesia position and matched only into the anesthesia position or the preliminary general surgery position but not both); or
3. **Unmatched** if not matched into any position.

Medical schools may not provide the *List of Unfilled Programs* to fully matched applicants.

Unmatched and partially matched applicants may participate in SOAP as outlined in Section 8.0 of this Agreement.

### **6.5.2 Programs are considered:**

1. Filled if all intended positions were matched with applicants when the matching algorithm was processed; or
2. Unfilled if all intended positions were not fully matched with applicants.

Unfilled programs may be eligible to participate in SOAP.

## **6.6 Notification of Match Results**

At the designated time during Match Week, the NRMP will notify each applicant of their match results via the R3 system and through a courtesy email.

### **6.6.1 Applicants who are fully or partially matched:**

1. Are in a binding commitment and must accept the appointment(s) offered by the training program(s)
  - o Neither applicants nor programs may release each other from the binding Match commitment for any reason. Absent a waiver or deferral from the NRMP (as outlined in Section 9.0), failure to honor the binding commitment of the Match will be considered a violation of the applicable Agreement and may result in penalties to applicants and programs.
2. Must meet all eligibility and hiring requirements of the program(s) and the institution(s) in which the training appointment(s) is located; and
3. Must begin training on the start date specified in the appointment contract with the good-faith intent to complete the program:

**Once Match results are released by the NRMP on Friday of Match Week, medical schools, programs, and matched applicants may freely communicate and programs may initiate their institution's onboarding processes.**

Any changes in an applicant's eligibility or ability to begin graduate medical education on July 1 must be communicated by the medical school to the NRMP and to the program as outlined in Sections 5.2.2 and 6.3 of this Agreement.

## **6.7 Communication About Appointments**

Medical schools have the responsibility to understand and educate staff, faculty, and applicants on the communication policies specific to the Match and SOAP processes. Known or suspected violations of any policies pertaining to communication must be reported to the NRMP at [policy@nrmp.org](mailto:policy@nrmp.org).

### **6.7.1 Medical School Communications on Monday of Match Week**

1. Between the Rank Order List Certification Deadline and the opening of ERAS to programs as published by the AAMC:
  - Medical schools are prohibited from communicating with programs on an applicant's behalf regarding any position offered in or that would run concurrent with positions offered in the Match.
2. Following the published opening of ERAS to programs by the AAMC:
  - Communication between and among unmatched and partially matched applicants, programs with unfilled positions, and the medical school shall be governed by Section 8.0 of this Agreement.

### **6.7.2 Applicant Communication**

1. Between the Rank Order List Certification Deadline and the notification of match status:
  - Applicants may not apply for, discuss, interview for, or accept any position that would run concurrent with positions offered in the Match.
2. Between the notification of match status and conclusion of Match Week:
  - Fully matched applicants and programs may not contact each other for any reason until the general announcement of the Match results.
  - Partially matched applicants may contact their medical school beginning at the designated time on Monday of Match Week to obtain the city, state, and zip code of the matched program to facilitate their participation in SOAP. If unable to reach the medical school advisor, applicants may contact NRMP at [support@nrmp.org](mailto:support@nrmp.org). Partially matched applicants must follow all SOAP communication rules.
  - For partially matched U.S. medical student couples, if approved by each applicant, and the medical schools agree, each of the couple's medical schools may communicate with each other to receive and notify their respective applicant of the city, state, and zip code of the partner's matched program to facilitate participation in SOAP. If unable to reach the medical school advisor, applicants may contact NRMP at [support@nrmp.org](mailto:support@nrmp.org). Partially matched applicants must follow all SOAP communication rules.
  - For partially and fully matched U.S. medical student couples, if approved by each applicant, and the medical schools agree, each of the couple's medical schools may communicate with each other

to receive and notify their respective applicant of their partner's Match results for the purpose of Match Day ceremonies.

## **7.0 WITHDRAWAL FROM THE MATCH**

### **7.1 Sponsored Applicants**

Sponsored applicants may not withdraw themselves from the Match. A sponsored applicant may only be withdrawn from the Match by the applicant's school official.

Withdrawing a sponsored applicant to accept a position at a Match-participating institution outside of the Match, regardless of the program's Match participation status, is a violation of this Agreement unless the position is with a program participating in:

1. The Canadian Residency Matching Service ("CaRMS");
2. The U.S. military service; or
3. Any other national matching plan.

#### **7.1.1 Ineligibility to enter graduate medical education on July 1 in the year of the Match**

Applicants determined by their medical schools to be ineligible to participate in the Match may:

1. Submit applications to a non-Match participating program(s) after applications open during Match Week;
2. Accept a position in a non-Match participating program(s) upon initiation of the first SOAP offer round; and
3. Seek a position in a Match-participating program(s) upon conclusion of SOAP; and
4. Participate in the Match the following year and may be considered a sponsored applicant.

The applicant's rank order list shall not be used when the matching algorithm is processed; and

The applicant will not be eligible to participate in the SOAP.

### **7.1.2 Ineligibility due to appointment in U.S. military graduate medical education**

Applicants:

1. Must be withdrawn from the Match before the Rank Order List Certification Deadline;
2. Are ineligible to participate in SOAP for concurrent year positions.

### **7.1.3 Other circumstance(s)**

When any other circumstance(s) make it appropriate or necessary for an applicant to withdraw from the Match, the medical school must:

1. Communicate the withdrawal to the NRMP through the R3 system before the Rank Order List Certification Deadline.

Applicants may accept a position outside the Match provided training begins before February 1 in the year of the Match.

Other circumstances include:

1. Withdrawal from medical school;
2. Leave of absence;
3. Delayed graduation;
4. Accepting a position at a non-Match participating institution; or
5. Death.

## **7.2 Withdrawal of Applicants By the NRMP**

In addition to the causes noted above, the NRMP may withdraw an applicant from the Match and SOAP for the following causes:

1. Applicants whose graduation from a LCME- or an AOA COCA-accredited medical school is not verified by the medical school;
2. Applicants registered in both the CaRMS and the Match and who match through CaRMS to a concurrent year position;
  - In those years in which CaRMS has an earlier schedule, applicants who match through CaRMS are ineligible to match and to participate in SOAP for concurrent year NRMP positions. Applicants will be withdrawn by the NRMP after the Rank Order List Certification Deadline.

- In those years when CaRMS has a later schedule, applicants registered for CaRMS who match in the NRMP will be withdrawn from the CaRMS Match.
2. Applicants deemed ineligible to enter graduate medical education on July 1 in the year of the Match after the matching algorithm has been processed;
    - The NRMP shall grant an immediate waiver to the applicant and matched program.
  3. Applicants who obtained advanced positions to begin in the current Match year, either through the NRMP Specialties Matching Service® or the prior Match, who have not received a waiver of the match commitment to the advanced position;
    - Applicants will be eligible for the Match only if the appropriate waiver request is received and approved by the NRMP before the Rank Order List Certification Deadline.
  4. Applicants with unpaid Match fees. Those applicants will be withdrawn from the Match, will not be allowed access to the *List of Unfilled Programs*, and will not be eligible to participate in SOAP; and
  5. Applicants for whom the NRMP believes it has credible evidence that they have violated the terms of this Agreement.

Upon withdrawal from the Match, the applicant's status in the R3 system will note "Pending Action," which will remain in effect until the applicant has waived or exhausted all avenues of appeal. Applicants withdrawn from the Match may appeal the action through the NRMP "Violations Policy", which may be found on the NRMP website.

The NRMP's authority to withdraw an applicant from the Main Residency Match under this section is in addition to its authority to impose sanctions for violations of this Agreement. The decision by the NRMP to withdraw an applicant under this section shall remain in place and shall not be subject to any suspension in the event the applicant contests the withdrawal or other action by the NRMP under the dispute resolution process set forth in Section 16.0.

## **8.0 THE SUPPLEMENTAL OFFER AND ACCEPTANCE PROGRAM (SOAP)**

The Supplemental Offer and Acceptance Program ("SOAP") provides a uniform system for programs to offer unfilled positions to eligible unmatched or partially matched applicants through a series of offer rounds during Match Week. SOAP is not another Match.

The Match Week and SOAP calendar is published annually on the NRMP website: [www.nrmp.org](http://www.nrmp.org).

Positions offered and accepted during SOAP constitute a binding commitment under this Agreement.

During Match Week and until SOAP concludes, all positions offered by unfilled programs and accepted by eligible applicants shall be through SOAP.

Communication violations during SOAP must be reported to the NRMP: [policy@nrmp.org](mailto:policy@nrmp.org).

Upon conclusion of the final round of SOAP, the NRMP shall no longer govern the appointment of unfilled positions until Match registration opens for the following Match year.

## **8.1 Medical School**

The medical school agrees to abide by SOAP policies as outlined in this Agreement, to facilitate their applicant's participation in SOAP and understanding of SOAP policies, and to adhere to the Match Week schedule as published.

Neither the medical school or any other individual or entity acting on behalf of the medical school or applicant may engage in any communication:

1. Concerning SOAP-eligible or SOAP-ineligible unmatched senior students or graduates before being contacted by an unfilled program(s); or
2. With respect to an alternative position for any applicant who has matched to or obtained through SOAP a concurrent year position and who has not received a waiver of the match or SOAP commitment from the NRMP.

The medical school may not share the *List of Unfilled Programs* with any applicant who is ineligible to receive such information.

Nothing in this Agreement shall be construed to prohibit the medical school from offering guidance and advice to partially matched or unmatched applicants during SOAP.

## **8.2 Applicants**

SOAP-eligible applicants may apply only to SOAP-participating programs until SOAP has concluded at the designated time.

### **8.2.1 Eligibility**

To participate in SOAP, eligible applicants:

1. Must be registered for the Main Residency Match;
2. Must be verified as eligible to enter graduate medical education on July 1 in the year of the Match as outlined in Section 6.3 of this Agreement; and
3. Must be partially or fully unmatched on Monday of Match Week.

### **8.2.2 Unfilled Position Information**

Eligible partially matched and fully unmatched applicants shall have access only to the categorical, preliminary, or advanced unfilled positions for which they are

eligible, without restriction by specialty, through the R3 system. SOAP-ineligible applicants will not have access to unfilled positions in SOAP until SOAP concludes.

The medical school must advise and assist applicants in seeking only those unfilled positions for which they are eligible.

### **8.2.3 SOAP-Eligible Applicants**

The medical school should advise partially and fully unmatched applicants who are determined to be SOAP-eligible:

1. To apply to SOAP-participating programs through the AAMC MyERAS application system;
2. To apply only to SOAP-participating programs with unfilled positions at the time designated by the AAMC during Match Week;
3. To refrain from any other contact until the program director or other authorized program staff initiates written or verbal communication with the applicant;
4. To refrain from asking the medical school, other individuals, or entities to initiate contact with any SOAP-participating program, program staff, program faculty, program representative, or individuals identifying themselves as an affiliate of a SOAP-participating program;
5. To refrain from applying to non-Match participating programs until the conclusion of SOAP;
6. To refrain from accepting an offer for an unfilled position before the initiation of the first round of SOAP at the designated time; and
7. To accept an offer only from a SOAP-participating program through the R3 system until SOAP concludes.

### **8.2.4 Exception - Unmatched SOAP-Eligible Applicants**

Fully unmatched SOAP-eligible applicants who wish to refrain from participating in the SOAP, and who desire to pursue interests other than clinical residency training (e.g., research, Masters academic program, etc.), may do so in lieu of participating in the SOAP, provided:

1. The position sought is not affiliated with a Match- or SOAP-participating residency program;
2. The position does not qualify for training credit in an ACGME-accredited residency program; and

3. The applicant does not submit any applications to SOAP-participating programs during Match Week.

Neither the medical school, the applicant, nor their advocates may contact SOAP-participating programs for the purpose of discussing or seeking a clinical training position until the conclusion of SOAP.

### **8.2.5 SOAP-Ineligible Applicants**

Applicant's determined ineligible to enter graduate medical education on July 1 in the year of the Match are deemed SOAP-ineligible. SOAP-ineligible applicants:

1. Shall not be eligible to participate in SOAP and shall not have access to the *List of Unfilled Programs*;
2. Who elect to use the AAMC MyERAS application system may apply only to positions in non-Match participating programs when the system opens at the designated time during Match Week;
3. Who elect not to use the AAMC MyERAS application system shall not contact or apply to non-Match participating programs before the published time during Match Week;
4. May not contact Match-participating programs until SOAP concludes at the designated time; and
5. May not accept and/or respond to any form of communication from a Match-participating unfilled program(s) until SOAP concludes.

### **8.3 Program Participation**

Any program with unfilled positions shall be eligible to participate in SOAP, provided that prior to Match Week the program has elected to participate by so indicating in the R3 system.

SOAP-participating programs that have unfilled positions:

1. Shall not attempt to contact, or allow representatives and affiliates of the program to contact, SOAP-eligible applicants or the medical school until and unless they receive an application sent by the applicant through the AAMC MyERAS application system;
2. Shall accept applications only from SOAP-eligible applicants only through the AAMC Program Director's WorkStation when it opens at the designated time;
3. 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 and employment requirements (e.g., background check, drug screen, etc.);

4. Shall seek to fill unfilled positions only through SOAP until the designated time when SOAP concludes;
5. Shall not create positions for partially matched applicants until SOAP concludes at the designated time;
6. Shall submit their certified preference list(s) only through the R3 system by the published deadline for each SOAP round;
7. Shall not offer a position(s) to a SOAP-eligible applicant outside of the R3 system;
8. Shall not offer a position(s) to a SOAP-eligible applicant until the initiation of the first SOAP round, and until the initiation of subsequent SOAP rounds; and
9. May communicate with other program directors at any time.

## **9.0 WAIVER OR DEFERRAL OF MATCH RESULTS**

**Waiver:** The release of Match participants from the binding commitment following the Match.

**Deferral:** A one-year delayed start of training mutually agreed to by the applicant and the program.

Neither applicants nor programs may release each other from the binding Match commitment or offer accepted during SOAP. A waiver or deferral of the binding commitment may be requested only from the NRMP. The NRMP has sole discretion to grant or deny a requested waiver or deferral. The terms of the Waiver and Deferral Policy are incorporated herein and binding upon all Match participants.

A waiver or deferral may be considered by the NRMP:

1. For circumstances demonstrating change of specialty, an unanticipated serious and extreme hardship; or
2. If the NRMP determines the applicant is ineligible to begin training.

NRMP's decision is final and is not subject to challenge in arbitration, by judicial review, or by review of a third party. NRMP may grant a deferral of up to one year at the request of either a program or an applicant if arbitration proceedings have been initiated and the outcome is pending.

Absent a waiver or deferral from the NRMP failure to honor this binding commitment will be considered a violation of this Agreement.

## **10.0 VIOLATIONS**

The medical school shall conduct itself in an ethical, professional, and responsible manner during the matching process and SOAP and shall comply with the terms and conditions set forth in this Agreement.

Known or suspected violations of any applicable Match Participation Agreement by Match and SOAP participants must be reported to the NRMP.

At its discretion, the NRMP will investigate alleged violations of this Agreement by the medical school. Violations include but are not limited to:

1. Failure to provide complete, timely, and accurate information in the MSPE and during the application, interview, matching, and the SOAP processes;
2. Discrepancies in graduation credentials; and
3. Attempts to subvert or circumvent eligibility requirements, the matching process or the SOAP, and improper communication.

The NRMP Policies and Procedures for Reporting, Investigation, and Disposition of Violations of NRMP Agreements ("Violations Policy") may be found on the NRMP website and shall govern the handling of match violations. If the NRMP receives sufficient, credible information that a violation of this Agreement may have occurred, the NRMP may initiate an investigation in accordance with the Violations Policy. Medical schools must provide complete, timely and accurate information to the NRMP in connection with its violation investigation. The terms of the Violations Policy (including, but not limited to, the consequences of a confirmed violation) are binding upon all Match participants.

#### **11.0 USE OF MATCH INFORMATION**

The medical school authorizes and agrees that the NRMP may request, obtain, transmit, and receive identifying information about its students (including but not limited to information in the R3 system, individual applicant USMLE scores, COMLEX scores, Alpha Omega Alpha membership, and information regarding demographics and volunteer and work experience) to or from authorized users including the Association of American Medical Colleges, the American Medical Association, the American Osteopathic Association, the Educational Commission for Foreign Medical Graduates, the Canadian Resident Matching Service, the National Board of Medical Examiners, the National Board of Osteopathic Medical Examiners, U.S. allopathic medical schools, U.S. osteopathic medical schools, and other organizations engaged in post graduate medical education for purposes of

1. Collecting and verifying data submitted by the applicant;
2. Establishing postgraduate training databases;
3. Conducting a Matching Program;
4. Performing research; or
5. Establishing a Match.

## **11.1 Ranking and Match Outcome Information**

For the avoidance of doubt, all rank order lists are confidential and the NRMP will not disclose or release ranking information that is clearly and uniquely identifiable to any applicant, program, institution, or medical school except in response to a subpoena or an order from a court of competent jurisdiction. For each applicant who authorizes the NRMP to use applicant information for research purposes, the NRMP may provide such identifiable information only to reputable organizations engaged in undergraduate, graduate or postgraduate education solely for the purposes of performing joint research under strict, binding terms of a confidential data sharing agreement. At no time will the NRMP allow applicant ranking and/or match outcome information that is clearly and uniquely identifiable to be disclosed in publications, presentations, and reports resulting from such research.

The NRMP may anonymize and/or aggregate rank order list and/or match outcome information and use it for its own reporting purposes and contribute such anonymized, aggregated information to national databases or for NRMP-approved research purposes.

The Match and SOAP results of U.S. and Canadian medical school students and graduates are released to their respective schools of allopathic medicine or osteopathy.

The NRMP is authorized to release each applicant's Main Residency Match and/or SOAP results to each program that ranked the applicant on the program's rank order list or whose offer was accepted during the SOAP. The NRMP is authorized to release any information provided by such applicant to other matching programs for the purpose of ensuring the applicant does not match to concurrent year positions. The NRMP is authorized to post appointment information in the R3 system Applicant Match History.

## **11.2 Research and Reporting**

The medical school authorizes the NRMP to use any information provided to the NRMP by the medical school in any study approved by the NRMP. The NRMP will not disclose an applicant's personal information that is clearly and uniquely identifiable to any applicant, program, institution, or medical school except in response to a subpoena or an order from a court of competent jurisdiction. For each applicant who authorizes the NRMP to use applicant information for research purposes, the NRMP may provide such identifiable information only to reputable organizations engaged in undergraduate, graduate, or postgraduate education solely for the purposes of performing joint research under strict, binding terms of a confidential data sharing agreement. At no time will the NRMP allow applicant personal information that is clearly and uniquely identifiable to be disclosed in publications, presentations, and reports resulting from such research.

The NRMP may anonymize and/or aggregate ranking and matching information and use it for its own reporting purposes and contribute such anonymized, aggregated information to national databases or for NRMP-approved research purposes.

## **12.0 REPRESENTATION AND WARRANTIES**

The medical school represents and warrants to the NRMP that all of the information provided, or that will be provided, by such medical school to the NRMP is at all times complete, timely, and

accurate to the best the medical school's knowledge at the time such information was or will be provided. The medical school further represents that its 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, the medical school represents that it has read, understood, and agrees to the NRMP's Privacy Statement.

### **13.0 DISCLAIMERS**

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

Each party agrees that neither:

1. the NRMP,
2. any vendor providing equipment, software, or services to the NRMP ("Vendor"), nor
3. any director, officer, employee, affiliate, or agent of the NRMP, or any Vendor,

will be liable for any loss, damage, cost, or expense whatsoever, direct or indirect, regardless of the cause, that may arise out of, or be in any way related to, this Agreement, the use of the Main Residency Match, the R3 system, or the automated systems and services utilized by the NRMP to implement the Main Residency Match or to send notices, including, but not limited to: (a) the suspension or termination of, or the inability to use, all or any part of the R3 system; (b) the erroneous transmission of any data or the transmission of any erroneous data; (c) any failure or delay suffered or allegedly suffered by any party in receiving or sending any rank order list or other information or in certifying a rank order list, however caused; (d) the delivery or transmission of any virus, worm, or other disruptive device; or (e) any other cause in connection with the furnishing of services or notices by the NRMP or the performance, maintenance, or use of, or inability to use, all or any part of the R3 system. The foregoing will apply regardless of whether a claim arises in contract, tort, negligence, strict liability, or otherwise.

The automated systems and services utilized by the NRMP to implement the Main Residency Match and the R3 system are provided "AS IS" and "AS AVAILABLE." NONE OF THE NRMP, ANY VENDOR, OR ANY OF THEIR DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, OR AFFILIATES MAKES ANY WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH SERVICES, THE R3 SYSTEM, OR THE MAIN RESIDENCY MATCH OR THE SOAP, OR TO THE ACCURACY, COMPLETENESS, SECURITY, TIMELINESS, OR RELIABILITY OF THE INFORMATION TO WHICH ANY PARTY HAS ACCESS OR TRANSMITS OR RECEIVES THROUGH THEM OR THROUGH ANY OTHER AUTOMATED SYSTEM. ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT ARE EXPRESSLY EXCLUDED. No oral or written information or advice given by the NRMP, any Vendor, or any of their directors, officers, agents, affiliates, or employees will create a warranty, and no party may rely on any such information or advice. There is no assurance that the information to which the parties have access through the R3 system will be accurate, complete, secure, timely, or reliable, or that the R3 system or the automated services utilized by the NRMP will be error-free or operate without interruption. In particular, and without limiting the

generality of the foregoing, the NRMP makes no warranty that certified rank order lists processed through use of such automated services will be properly executed. Each program and applicant is solely responsible for verifying that the certified rank order list has been duly entered and certified.

#### **14.0 LIMITATION OF LIABILITY**

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

#### **15.0 NOTICES**

All notices to the NRMP, must be given either by email at [support@nrmp.org](mailto: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 applicants or programs will be given either by (a) email to the email address provided by such party to the NRMP upon submission of such party's registration in the R3 system or (b) through the R3 system while the applicant or program is logged on to the site. Such notices to applicants or programs given by email will be deemed given twenty-four (24) hours after sending, unless the sending party is notified that the email address is invalid or that the message was not delivered, or if the receiver has voluntarily unsubscribed from NRMP emails or notices. All notices given by the NRMP during an applicant's or program's session on the R3 system will be deemed given at the time of such session.

#### **16.0 DISPUTE RESOLUTION**

Except for waiver determinations that are final when made by the NRMP and are 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 Main Residency Match, this Agreement, or the breach thereof, between or among the NRMP and any applicant, program, or medical school participating, or seeking participation, in the Main Residency Match 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 this Agreement and the Violations Policy.

Notice of the demand for arbitration must be filed in writing with all other parties to the arbitration and with the American Arbitration Association. A demand for arbitration in a matter that is covered by the Violations Policy must be made in accordance with the Violations Policy. The arbitrator(s) 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, program, or medical school to demonstrate by clear and convincing evidence that an adverse decision by the NRMP was without basis-in-fact or in violation of this Agreement. The award by the arbitrator or arbitrators shall be final. Judgment upon the award rendered may be entered in any court having jurisdiction thereof, so long as the arbitrator(s) acted in good faith. The arbitrator(s) may construe and interpret, but may not vary or ignore, the terms of this 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.

## **17.0 LIMITATION OF ACTION**

No claim or cause of action, regardless of form, arising out of or related to the Main Residency Match, this Agreement, or the breach thereof, or any other dispute between the NRMP and any applicant, program, or medical school participating, or seeking participation, in the Main Residency Match, 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.

## **18.0 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 Main Residency Match and its results. Any representations, promises, or conditions not incorporated in this Agreement will not be binding upon any of the parties. No modification of this Agreement shall be effective unless in writing and executed by the party against whom it is to be enforced.