



Match Participation Agreement for Programs

Specialties Matching Service® (SMS®) For All Matches Opening After January 1, 2023

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1.0 INTRODUCTION TO THE SPECIALTIES MATCHING SERVICE

The Specialties Matching Service® (SMS®) encompasses multiple Fellowship Matches and 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 advanced U.S. residency and fellowship positions with the preferences of advanced residency and fellowship training program directors.

The Specialties Matching Service:

- 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 advanced residency or fellowship training program(s) free of persuasion; and
- Establishes a binding commitment between the applicant and the program. 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 SMS is managed through the NRMP's proprietary Registration, Ranking, and Results® (R3®) system which processes an applicant and a program's confidential certified rank order list using a mathematical algorithm to match the preferences of the applicant to the preferences of the program. Programs learn if and where they matched according to published schedules provided by the NRMP. Only programs from institutions that have registered with the NRMP and who agree to abide by the terms of this Agreement may participate in the SMS

The SMS is provided by the NRMP to program directors' groups (i.e., associations of training program directors) whose programs offer entry level positions only to applicants who have completed two or more years of graduate medical education. To qualify for participation in the SMS, the program directors' group representing the programs in a specialty will designate a representative to

- be responsible for overseeing the SMS match process; and
- be the sponsor's official representative to the NRMP on all matters regarding the sponsor's programs that register for the SMS.

The NRMP requires the program directors' group of each specialty participating in the SMS to execute annually an "NRMP Program Directors' Annual Sponsor Agreement" (previously the "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.

Any program directors' group 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 applicable Match provided the program directors' group provides the NRMP with information about the number of positions with fellows in training for that appointment year.

Programs are advised to read carefully this Agreement and retain a copy of it for future reference. Programs are further advised to educate all program faculty and staff on the requirements and policies of the Agreement and to implement monitoring throughout the recruitment cycle to ensure compliance.

2.0 ELIGIBILITY

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

To be eligible to offer positions through an SMS Match, as of the applicable Rank Order List Certification Deadline, a program must have funding to train matched applicants and be either

1. accredited by the ACGME, or another entity acceptable to NRMP; or
2. affiliated with an ACGME-accredited program in the primary discipline; or
3. lead to certification or endorsement and oversight by a board recognized by the American Board of Medical Specialties.
4. Have secured funding sufficient to train each matched fellow for the duration of the training program; and
5. Be activated for participation in the SMS Match by the institutional official through the R3 system by the published deadline.

Each program executing this Agreement hereby affirms that it will meet one of these eligibility requirements by the applicable Rank Order List Certification Deadline. All programs participating in an SMS Match must have an ACGME Designated Institutional Official willing to attest to affiliation or oversight of the program and who is responsible for overseeing the Match processes.

3.0 MATCH POSITIONS AND PARTICIPANTS

3.1 Categories of Program Positions

1. Fellowship Position ("F"): A position in a program that begins training subsequent to the completion of a core residency training program.

2. Fellowship Subspecialty Position (“S”): A position in a program that begins subsequent to the completion of a fellowship training program.

3.2 Program Leadership and Staff

3.2.1 Institutional Official

Each institution with programs participating in a Fellowship Match shall designate an institutional official to be responsible for overseeing the Match processes. All changes made by a program concerning its positions must be approved by the institutional official responsible for that program by the applicable Quota Change Deadline. The institutional official has the authority to modify and certify program rank order lists; however, such modifications and certifications must be done in collaboration and with the approval of the program director.

Institutional officials may appoint an institutional administrator, if desired, to assist in the matching process for the institution.

3.2.2 Fellowship Program Director

Each program participating in a Fellowship Match shall designate a qualified program director. The program director shall:

1. Ensure adherence to all policies governing the Match as outlined in this Agreement;
2. Not share username and password information with any other individual;
3. Provide accurate program information in the R3 system including but not limited to contact information and the number and type of positions offered;
4. Ensure that all changes in Match participation and positions are approved by the institutional official;
5. Execute the Match Participation Agreement prior to the applicable Quota Change Deadline;
6. Submit and certify a rank order list prior to the Rank Order List Certification Deadline;
7. 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;
8. 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; and

9. If desired, appoint a program coordinator to assist in the matching process.

3.2.3 Fellowship Program Coordinator

Each fellowship program may designate a program coordinator to assist with the matching processes. The program coordinator:

1. Must adhere to the policies outlined in this Agreement;
2. Shall have a username and password to access the R3 system that is separate and distinct from the program director;
3. Is prohibited from accessing the R3 system using the program director, or any other user's, username and password;
4. Is prohibited from sharing their username and password with any other user;
5. May view all program data available through the R3 system and enter or change program data with the exception of the program's quota if authorized by the program;
6. May enter rank order lists into the R3 system if authorized by the program; and
7. Is prohibited from certifying rank order lists in the R3 system.

4.0 TERMS AND CONDITIONS FOR PARTICIPATION IN THE SPECIALTIES MATCHING SERVICE

By clicking on the "I Accept" button on the "Sign Match Agreement" screen of the R3 system, designated program leadership attests to having read this Agreement, and after having done so, agrees to and understands:

1. The program will participate in the applicable Fellowship Match within the Specialties Matching Service;
2. The terms and conditions of the Match Participation Agreement;
3. The NRMP is not an employment service and does not oversee the terms of any contract between programs and applicants;
4. The NRMP does not oversee or control the AAMC ERAS application;
5. The NRMP is not involved in establishing the eligibility requirements for any residency or fellowship position. Training programs have sole responsibility for establishing and communicating all program and institutional eligibility requirements for any residency or fellowship position;

6. They must adhere to all rules of communication for the Specialties Matching Service as outlined in the Match Participation Agreement;
7. They must disclose to applicants all eligibility requirements for training set forth by the sponsoring institution and the program during the recruitment period and before the applicable Rank Order List Certification Deadline. These requirements may include pre-employment testing (e.g., illicit drug screening), background checks (e.g., criminal, financial, etc.), visa sponsorship, and any other requirement(s). Programs must be able to demonstrate that eligibility requirements are made available to each applicant during recruitment and before the applicable Rank Order List Certification Deadline, either electronically or in writing;
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 or deferral from the NRMP;
9. The binding commitment requires programs to request a waiver from the NRMP should they determine they cannot train the matched applicant; and
10. All communications from the NRMP will be transmitted electronically to the email address provided by the program at the time of registration, or through an update made by the program or institutional official, in the R3 system. Programs are solely responsible for the accuracy of their contact information. If a program unsubscribes from NRMP emails or notices, the NRMP has no responsibility for sending NRMP information or providing for its receipt.

5.0 REGISTRATION DATES AND MATCH FEES

5.1 Registration Dates

Match calendars for each Fellowship Match sponsored by the NRMP contain dates for registration and other Match events and are published annually on the NRMP website: www.nrmp.org.

5.2 Match Fees

Match fees are published annually on the NRMP website. Match fees provide programs access to the R3 system, the ability to participate in the SMS, and access to certain Match-related lists and reports.

Each sponsoring institution with programs in a Fellowship Match pays an institution registration fee, a program registration fee for each of its registered program tracks, and a matched applicant fee for each applicant with whom a program matches successfully. The NRMP will invoice the institution for those fees and all incurred expenses, which must be paid within thirty (30) days of the invoice date.

All Match fees are non-refundable.

6.0 PARTICIPATION IN THE SPECIALTIES MATCHING SERVICE

The Match process enables programs to investigate applicants and to make informed selection decisions based on the program's true preferences, on a uniform schedule, and without undue or unwarranted pressure.

6.1 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. The duty under this Agreement:

1. Extends throughout the application, interview, and matching processes; and
2. Through the 45th day following the start date of training as listed in the appointment contract; or
3. Upon conclusion of any NRMP-related waiver review, violation investigation, or appeal process.

NRMP's Code of Conduct for Programs is available to review at www.nrmp.org.

6.2 Completeness, Timeliness, and Accuracy of Information

6.2.1 Between the Program and Applicants

The NRMP is not responsible for ensuring the accuracy of information exchanged between programs and applicants. Programs are responsible for the completeness, timeliness, and accuracy of all information provided. This includes:

1. All written, electronic, and verbal information provided to applicants throughout recruitment, the onboarding cycle, and through the 45th day following the appointment start date; and
2. All written, electronic, and verbal information provided to the NRMP.

The omission of information pertinent to an applicant's decision to rank a program may be deemed a violation of this Agreement. Before the applicable Rank Order List Certification Deadline, the program shall:

1. Provide a copy of the appointment agreement that matched applicants will be expected to sign if such an agreement is available, or a copy of the agreement currently in use;
 - a. Once provided, applicants must be notified of any material change to the appointment agreement.
2. Provide all institutional and program policies regarding eligibility for appointment to a residency training position including but not limited to:

- a. Expected or required academic, educational, or prior training credentials;
- b. Pre-employment drug testing and background check;
- c. Information relevant to licensure status or visa status.

Programs shall obtain a signed acknowledgement of such communication from each applicant or be able to demonstrate that eligibility requirements were made available to each applicant in accordance with Section 4.0 of this Agreement. The timely disclosure of the official policies of the appointing institution and/or program does not imply that the applicant interviewed will be ranked or will receive a matched position.

The program's obligation to provide complete, timely, and accurate information extends through the applicant's 45th day following the start date as listed in the appointment agreement for the program position obtained through the applicable Fellowship Match.

Programs must notify matched applicants and the NRMP of any circumstance (e.g., anticipated program closure, insufficient funding resulting in a reduction in training positions, etc.) that may delay, adversely impact, or prevent an applicant from commencing training with a matched program on the start date identified in the appointment agreement.

6.2.2 Between the Program and the NRMP

Programs 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 the program's positions processed by the matching algorithm, or the conclusion of any NRMP-related waiver or deferral review, violation investigation or appeal process, whichever is later.

6.3 Confidentiality

Program information contained in the R3 system is confidential and available only to authorized users. Unauthorized use or disclosure of such information by a program is a violation of this Agreement.

At all times, programs have the right to:

1. Freely investigate all applicants participating in the applicable Fellowship Match;
2. Keep confidential all information pertaining to the names and identities of applicants;
3. Keep confidential all information pertaining to offers, acceptance, and the outcomes of interviews; and

4. Keep confidential all information pertaining to ranking preferences.
 - a. Rank order lists are confidential, and it is the policy of the NRMP not to disclose such information in any manner that permits individual identification to other programs or applicants except in response to a subpoena or an order from a court of competent jurisdiction.

Before the Rank Order List Certification Deadline:

1. A program may voluntarily communicate to an applicant that they are viewed favorably and will be ranked by the program; however, programs may not solicit verbal or written statements from an applicant implying a commitment to rank the program.
2. Applicants may voluntarily communicate their interest to a program(s); however, applicants may not solicit verbal or written statements from a program(s) implying a commitment to rank the applicant.

6.4 Restrictions on Persuasion

Programs have a right to make selection decisions that are free of undue or unwarranted pressure and should report to the NRMP any violations of these rights. Only the final preferences of programs and applicants as expressed on their final certified rank order list will determine the offering of positions and placement of applicants through the Match.

Programs are not authorized at any time during the application, matching, or onboarding processes to:

1. Request that applicants reveal the names, specialties, geographic locations, or other identifying information about the program(s) to which they have or may apply;
2. Request that applicants reveal preference signal(s) if in a specialty participating in preference signaling;
3. Request that applicants reveal any information pertaining to the interviews they were offered, accepted, declined, or attended;
4. Request that applicants reveal ranking preferences;
5. Suggest or inform applicants that placement on a rank order list is contingent upon submission of a verbal, electronic, or written statement indicating the applicant's preference;
6. Make any written, electronic, or verbal offer or contract for appointment to a concurrent year fellowship position before the release of the *List of Unfilled Programs*; and

7. Have any written, electronic, or verbal contact with a matched applicant not matched into their program for the purpose of offering an interview, offering placement in the program, or requesting the applicant apply to a program.

7.0 SPECIALTIES MATCHING SERVICE

To participate in the SMS, eligible fellowship programs must be activated by the institutional official, registered for the Match, and submit a certified rank order list through the R3 system before the applicable Rank Order List Certification Deadline.

7.1 Program Quota, Tracks, and Reversions

7.1.1 Quota

The program quota is the number of positions a program intends to fill through the Fellowship Match.

1. In each Match year, programs are responsible for verifying their quota in the R3 system for each program and/or track before the applicable Quota Change Deadline. Programs and/or tracks may not have a quota of zero. With respect to quota change requests made before the applicable Quota Change Deadline:
 - a. Programs may increase, decrease, or make other changes to the quota before the applicable Quota Change Deadline;
 - b. Quota changes must be made in the R3 system; and
 - c. Quota changes must be approved by the institutional official.
2. Quota change requests made after the applicable Quota Change Deadline:
 - a. Must be in writing to support@nrmp.org and must be approved by the institutional official;
 - b. Must demonstrate substantial hardship, such as loss of funding or accreditation, or an increase in the number of program positions approved after the Quota Change Deadline; and
 - c. Are subject to the NRMP's review and approval.

7.1.2 Program Tracks

Program tracks are identifiers within the R3 system that differentiate between program options within the same program and specialty. These include:

1. Clinical and research options;
2. Campuses and geographic areas; and/or

3. Program focus (e.g., rural; international)

When using tracks, programs must:

1. Create a separate rank order list for each track; and
2. Place in each track the predetermined track quota; not to exceed the total quota for the program.

Programs may set up a reversion in the R3 system to guard against the position(s) being unfilled.

7.1.3 Program Reversions

Program reversions are the option to revert, or donate, unfilled positions in one program and/or track (“donor program”) to another (“receiver program”) in the event the program and/or track does not fill during the processing of the matching algorithm.

1. Any donor program may create a reversion in the R3 system, although reversions are typically formed between clinical and research tracks;
2. Receiver programs must accept a designated number of unfilled positions from the donor program, but must not exceed the total approved positions for the program;
3. Reversions may be added, changed, or deleted in the R3 system at any time before the applicable Rank Order List Certification Deadline;
4. All reversions must be approved by the institutional official by the applicable Rank Order List Certification Deadline;
5. Donor programs may revert positions to multiple receiver programs either at the same institution or at a different institution; however, there may be no “circular reversions” in which two programs both donate and receive positions from each other; and
6. Program tracks participating in a reversion must certify a rank order list.

7.2 Withdrawal from The Match

Any registered program that will not offer positions through the Specialties Matching Service must withdraw from the SMS through the R3 system.

7.2.1 Withdrawal Before the Quota Change Deadline

The institutional official must confirm the program’s withdrawal in the R3 system by the applicable Quota Change Deadline.

7.2.2 Withdrawal After the Quota Change Deadline

Programs demonstrating substantial hardship such as loss of funding or loss of accreditation may request to be withdrawn from a Fellowship Match after the applicable Quota Change Deadline. In such cases, a written request must be co-signed by the institutional official and program director and submitted to the NRMP for determination of approval.

7.2.3 Withdrawal by the NRMP

At any time before Match results are released, the NRMP may withdraw any program for which NRMP believes there is credible evidence that the program has violated the terms of this Agreement. Upon withdrawing a program, the NRMP shall note in the R3 system that the program is the subject of a “pending action” and this designation shall remain until the program has waived or exhausted the opportunity to contest the action pursuant to the Violations Policy.

The NRMP's authority to withdraw a program from the 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 a program under this section shall remain in place and shall not be subject to any suspension in the event the institution or program contests the withdrawal or other action by the NRMP under the dispute resolution process set forth in Section 18.

7.3 Submission of Rank Order Lists

To participate in a Fellowship Match, programs must enter and certify their final rank order list in the R3 system before the applicable Rank Order List Certification Deadline. Certification of the rank order list will confirm the program's full participation in the Match and agreement to:

1. Adhere to the binding commitment to offer an appointment if a match results; and
2. Start training in good faith (i.e., with the intent to complete the applicant's training) on the date specified in the appointment agreement.

Before certifying the rank order list, programs shall:

1. Determine each applicant's eligibility by verifying the applicant's match status in the Applicant Match History available through the R3 system or by contacting NRMP support; and
2. Confirm the institution's willingness and/or ability to sponsor the visa type requested or intended by any non-U.S. citizen applicant ranked.

The NRMP will not create or modify any program's rank order list.

Programs may enter their rank order lists in more than one session and may modify their list multiple times before the applicable Rank Order List Certification Deadline.

1. All entries or modifications to a rank order list require programs to certify or recertify the list before the applicable Rank Order List Certification Deadline.
2. Program's whose rank order lists are not certified before the published deadline may, within 24 hours of receiving courtesy notification of an uncertified list, submit an electronic or written request and consent from the program director or institutional official to support@nrmp.org for NRMP to certify their list.
 - a. Certification requests received more than 24 hours after the courtesy notification of an uncertified list will not be processed by the NRMP.
 - b. Only the rank order lists displayed in the R3 system at the time of the applicable Rank Order List Certification Deadline will be certified.

Once courtesy certification is complete, the NRMP will not uncertify the rank order list.

7.4 Notification of Match Status

At the designated time on the applicable Match Day, the NRMP will notify all programs who submitted a certified rank order list of their Match status via the R3 system and through a courtesy email.

Upon the release of Match status, programs are considered:

1. **Filled** if all positions were matched with applicants; or
2. **Unfilled** if all positions were not fully matched with applicants.

7.5 Notification of Match Results

At the designated time on the applicable Match Day, programs who submitted a certified rank order list will receive notification of their Match results (i.e., which applicants matched into the program) via the R3 system and through courtesy email.

The *List of Unfilled Applicants* for the applicable Fellowship Match will be posted to the R3 system at the designated time on Match Day and will remain available to unfilled programs until the published date.

Programs and matched applicants may freely communicate, and programs may initiate their institution's onboarding processes after Match Results are made available on Match Day, as published in the Match calendar.

7.6 Communication About Appointments

Between the applicable Rank Order List Certification Deadline and the notification of Match status and results, programs may not apply for, discuss, interview for, or offer any position that would run concurrent with positions offered in the applicable Fellowship Match.

Violations of any policies pertaining to communication between programs and applicants must be reported to the NRMP at policy@nrmp.org.

8.0 Binding Commitment

Upon conclusion of the applicable Fellowship Match, matched programs:

1. Are in a binding commitment with the applicant and must offer an appointment as matched or offered:
 - a. Programs who encourage an applicant with a Match to seek a concurrent year position, absent a waiver or deferral from the NRMP, shall be presumed to have violated this Agreement.
2. Must begin training applicants on the start date specified in the appointment contract with the intent to complete the applicant's training:
 - a. The binding commitment will be deemed to have been honored by the applicant so long as the applicant enters and remains in the training program through the first 45 calendar days after the start date of the relevant appointment contract.
 - b. The binding commitment exists through the first 45 calendar days of the start date of the relevant appointment contract.
 - c. Programs terminating a resident within 45 days of the start date specified in the appointment agreement, without having an approved waiver or deferral from the NRMP, will be in violation of this Agreement.
 - d. Applicants who give notice of resignation, resign, or vacate a position within 45 days of the start date specified in the appointment agreement, without having an approved waiver or deferral from the NRMP, will be in violation of this Agreement. Programs must report such violations to policy@nrmp.org.

Each appointment is subject to the official policies of the appointing institution and program in effect on the applicable Rank Order List Certification Deadline.

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. 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, which can be found on the NRMP website, are incorporated herein and binding upon all Match participants.

A waiver or deferral may be considered by the NRMP:

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

Programs considering a waiver or deferral request:

1. Shall review the Waiver and Deferral Policy on the NRMP website;
2. Shall submit the request in accordance with the directions provided on the NRMP website;
3. Shall demonstrate to the reasonable satisfaction of the NRMP that the criteria necessary for approval and issuance of a waiver or deferral are present;
4. Shall provide complete, timely, and accurate information to the NRMP in connection with its waiver or deferral review;
5. Shall not rescind an offer and/or agreement of training until the waiver or deferral request has been approved; and
6. Shall not accept applications, interview, or offer the position to another candidate until the waiver or deferral request has been approved.

Programs shall promptly notify the NRMP of waiver or deferral request(s) received from an applicant.

The NRMP's decision is final and is not subject to challenge in arbitration, by judicial review, or by review of a third party. The 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 VACANT POSITIONS

If a position becomes vacant after the applicable Rank Order List Certification Deadline and the program is participating in a Fellowship Match that has implemented the All In Policy, the position may be filled outside the Match at any time after 12:00 p.m. eastern time on Match Day, provided training begins prior to the day registration opens for the next Match in which the program participates. After registration opens for the next Match, the vacant position must be placed in the Match.

11.0 VIOLATIONS

Programs are expected to conduct their affairs in an ethical, professional, and responsible manner.

Programs have a right to expect applicants to also conduct their affairs in an ethical, professional, and responsible manner throughout the application, interview and matching processes.

Known or suspected violations of any applicable Match Participation Agreement must be reported to the NRMP. Reports of a violation of Match policy may be made anonymously.

11.1 Alleged Violations

At its discretion, NRMP will investigate alleged violations of this Agreement, including but not limited to:

1. Failure to provide complete, timely, and accurate information during the application, interview, and matching processes;
2. Discrepancies in graduation credentials;
3. Attempts to subvert or circumvent eligibility requirements or the matching process;
4. Failure to offer or accept an appointment as required by the results of a Match outcome;
5. Failure to engage in ethical and/or professionally responsible behavior; or
6. Any other irregular behavior or activity that occurs in connection with registration, the submission or modification of a rank order list, and/or the participant's commitment to honor the Match outcome.

11.2 Violations Policy and Procedure

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. Programs 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 incorporated herein and binding upon all Match participants.

11.3 Withdrawal Due to Suspected Violation

11.3.1 Authority

The NRMP's authority to withdraw a program from a Fellowship Match under this section is in addition to its authority to impose sanctions for violations of this Agreement. At any time before the applicable Match results are released, the

NRMP may withdraw any participant from the Match and without first affording an opportunity for a hearing if the NRMP believes it has credible evidence that:

1. The participant has violated the terms of this Agreement; and
2. Absent such summary withdrawal, the integrity of the Match is in jeopardy.

11.3.2 Pending Action

Upon withdrawal from a Fellowship Match due to an alleged violation, the participant'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 as outlined in the NRMP Violations Policy.

The matched program(s) may not fill the applicant's position during the NRMP's investigation until the NRMP has issued a Final Report or granted a waiver, whichever is earlier.

If the violation investigation has not concluded by the start date of training, the program shall begin training the matched applicant unless NRMP has granted a waiver or issued a deferral to the next training year.

11.3.3 Confirmed Violations

If the NRMP's investigation of an alleged violation results in a finding that a program has committed a violation of this Agreement, the program may be withdrawn from the applicable Fellowship Match and sanctions levied as outlined in the Violations Policy.

12.0 PROGRAM CLOSURES AND REDUCTION IN COMPLEMENT OF MATCHED APPLICANTS

Programs closing or reducing the complement of matched applicants on or before the 45th day of training must notify the NRMP in writing of the method it will employ to assist each matched applicant in securing another graduate medical education position.

13.0 USE OF MATCH INFORMATION

13.1 Program Use of Match Information

Programs may use the R3 system and the information contained therein solely for the purpose of their participation in the Match. Programs may only share Match information from or maintained in the R3 system, including but not limited to, information from the *List of Unfilled Programs* internally with program leadership, program faculty, and program staff as required to participate in the Match.

Programs may not copy, distribute, post, or make publicly available in any other way, any Match information from or maintained in the R3 system, including information from

the *List of Unfilled Programs*. 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.

Unauthorized disclosure of Match information by programs and program staff is considered a violation of this Agreement and may result in sanctions to the program.

13.2 NRMP Use of Match Information

Each program authorizes the NRMP to request, obtain, transmit and receive identifying information (including information in the R3 system, individual applicant USMLE scores, COMLEX scores, Alpha Omega Alpha membership, and information regarding demographics and volunteer and work experiences) to and from authorized users, including the Accreditation Council for Graduate Medical Education, the American Osteopathic Association, the Association of American Medical Colleges, the American Medical Association, the Educational Commission for Foreign Medical Graduates, the Canadian Resident Matching Service, the National Board of Medical Examiners, the National Board of Osteopathic Medical Examiners, U.S. MD-granting medical schools, U.S. DO-granting medical schools, and other organizations engaged in postgraduate medical education for purposes of

1. Collecting and verifying data submitted by the program;
2. Establishing postgraduate training databases;
3. Conducting a Matching Program;
4. Performing research;
5. Establishing a Match; or
6. Providing technology applications and service tools offered by the NRMP.

13.2.1 Ranking and Match Outcome Information

For the avoidance of doubt, a rank order list submitted by a program is confidential, and the NRMP will not disclose or release program ranking information that is clearly and uniquely identifiable to any applicant or medical school except in response to a subpoena or an order from a court of competent jurisdiction. 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 program 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 research and reporting purposes and contribute such anonymized, aggregated information to national databases or for NRMP-

approved research purposes, technology applications and service tools offered by the NRMP.

14.0 REPRESENTATION AND WARRANTIES

Each program represents and warrants to the NRMP that all of the information provided, or that will be provided, by such program to the NRMP is at all times complete, timely, and accurate to the best of such program's knowledge at the time such information was or will be provided. Each program 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.

15.0 DISCLAIMERS

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

Each party agrees that neither:

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 Specialties Matching Service, the R3 system, or the automated systems and services utilized by the NRMP to implement the Specialties Matching Service 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 Specialties Matching Service 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 SPECIALTIES MATCHING SERVICE, 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.

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 A PROGRAM, AN APPLICANT, OR A THIRD PARTY.

17.0 NOTICES

All notices to the NRMP, must be given either by email at support@nrmf.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.

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 Specialties Matching Service, this Agreement, or the breach thereof, between or among the NRMP and any applicant or program participating, or seeking participation, in the Specialties Matching Service 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 party requesting arbitration 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.

19.0 LIMITATION OF ACTION

No claim or cause of action, regardless of form, arising out of or related to the Specialties Matching Service, this Agreement, or the breach thereof, or any other dispute between the NRMP and any applicant or program participating, or seeking participation, in the Specialties Matching Service, 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 Specialties Matching Service 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.

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