



## Match Participation Agreement for Applicants

### 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's confidential certified rank order list using a mathematical algorithm to match the preferences of the applicant to the preferences of the program(s). Applicants learn if and where they matched according to published schedules provided by the NRMP.

Applicants who are unmatched after the algorithm has been processed are provided access to the applicable *List of Unfilled Programs* to enable them to secure a training position post-Match.

Applicants are advised to read carefully this Agreement and retain a copy of it for future reference.

## 2.0 ELIGIBILITY

To participate in the SMS, prior to the scheduled start date of the position for which the applicant is applying, the applicant

1. Must have completed the training required for such position; and
2. Must meet the resident/fellow appointment requirements for entry into graduate medical education as prescribed by the Accreditation Council for Graduate Medical Education ("ACGME") in *of the ACGME Institutional Requirements*, which are incorporated into this Agreement by reference.

Each applicant executing this Agreement hereby affirms that he or she will meet those requirements prior to the applicable program start date.

Sponsoring institutions (e.g., teaching hospitals) and advanced residency and fellowship programs may have additional eligibility requirements. Applicants have the right to receive those requirements from each program with which they interview during recruitment, either electronically or in writing, before the applicable Rank Order List Certification Deadline.

Applicants are responsible for understanding their eligibility to enter their selected training program before certifying their rank order list.

Applicants may not withdraw from the Match after the applicable Rank Order List Certification Deadline.

### **3.0 COUPLES IN THE MATCH**

“Couples” are any two individuals participating in the same Fellowship Match who agree to pair their rank order lists for the purpose of matching to a ranked pair of programs.

#### **3.1 Change in Eligibility of Individual in a Couple**

After the applicable 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 Fellowship 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 Fellowship Match, they must notify NRMP in writing within 24 hours of being notified of the removal of the couple status.

#### **3.2 Failure to Certify Rank Order List**

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

If the individual does not request NRMP to certify their rank order list within 24 hours of receiving notification of an uncertified list, NRMP will:

1. Notify both individuals of the status of the couple; and
2. 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 Fellowship Match.
3. If the individual with the certified list wishes to be withdrawn from the Fellowship Match, they must notify NRMP in writing within 24 hours of being notified of the removal of the couple status.

If applicants participating in the Fellowship 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.

#### **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, the applicant attests to having read this Agreement, and after having done so, agrees to and understands:

1. They 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 applicants and training programs;
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 advanced residency or fellowship position. Training programs have sole responsibility for establishing and communicating all program and institutional eligibility requirements for any 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 register for the applicable Fellowship Match within the Specialties Matching Service and they must apply directly to the program(s) in which they desire to obtain a position;
8. They must fully disclose academic, professional, and personal experiences that may impact their ability to begin training at the time specified in the appointment contract;

9. 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;
10. The binding commitment requires applicants to request a waiver from the NRMP should they determine they cannot attend the matched training program(s); and
11. All communications from the NRMP will be transmitted electronically to the email address provided by the applicant at the time of registration, or through an update, in the R3 system. Applicants are solely responsible for the accuracy of their contact information. If an applicant 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](http://www.nrmp.org).

Applicants may only register and participate in one residency or Fellowship Match at a time.

### **5.2 Match Fees**

Match fees are published annually on the NRMP website. Match fees provide applicants access to the R3 system, the ability to participate in the applicable Fellowship Match as individuals or as part of a couple, and access to certain Match-related lists and reports. To complete the Match registration procedure, fees must be paid in U.S. dollars through the R3 system. Applicants with unpaid fees will be withdrawn from the Match.

All Match fees are non-refundable. Applicants who authorize a credit card chargeback of fees without the NRMP's written consent may be barred permanently from participation in the NRMP Matching Program.

## **6.0 PARTICIPATION IN THE SPECIALTIES MATCHING SERVICE**

The Match process enables applicants to investigate program options and to make informed selection decisions based on their true preferences and on a uniform schedule without coercion or undue or unwanted 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 Applicants is available to review at [www.nrmp.org](http://www.nrmp.org).

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

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

1. All information entered on the application either through the Electronic Residency Application Service ("ERAS") or other application process or service;
2. All information provided to agencies and organizations that provide visa services and ECFMG certification;
3. All written, electronic, and verbal information provided to programs and program representatives throughout recruitment, the onboarding cycle, and through the 45<sup>th</sup> day following the appointment start date; and
4. All written, electronic, and verbal information provided to the NRMP.

Applicants who submit incomplete, misleading, false, or plagiarized information may be deemed to have violated this Agreement.

The omission of any information pertinent to a program's decision to rank an applicant may be deemed a violation of this Agreement. The applicant is responsible for disclosing any information regarding, among other things, the ability to satisfy program requirements; circumstances that may delay or adversely impact an applicant's ability to commence training with a matched program on the program's start date; or information relevant to licensure status or visa status.

The applicant's obligation to submit complete, timely, and accurate information extends through the 45<sup>th</sup> day following the start date as listed in the appointment contract for the program position obtained through the Fellowship Match.

## **6.3 Confidentiality**

Applicant information contained in the R3 system is confidential and accessible only to authorized users. Unauthorized use or disclosure of such information by an applicant is a violation of this Agreement.

At all times, applicants have the right to:

1. Freely investigate all programs participating in the applicable Fellowship Match;
2. Keep confidential all information pertaining to the names and identities of programs to which they have applied or may apply;
3. If applicable, keep confidential all information pertaining to preference signals sent to programs if the applicant is participating in a specialty or subspecialty that has implemented preference signaling;
4. Keep confidential all information pertaining to offers and acceptance of interviews; and
5. Keep confidential all information pertaining to ranking preferences.

Applicants may voluntarily share their rank order lists with their residency program director so the director may support the applicant in the Match process.

#### **Before the applicable Rank Order List Certification Deadline**

1. 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.
2. 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.

#### **6.4 Restrictions on Persuasion**

Applicants have a right to be free of persuasion and should report to the NRMP any violations of these rights. Programs are not authorized to:

1. Request that applicants reveal the numbers, names, specialties, geographic locations, or other identifying information about any program(s) to which they have applied or may apply or with which they have interviewed or may interview;
2. Request that applicants reveal any information about the programs to which they may have sent a preference signal, if applicable;
3. Request that applicants reveal preference signal(s) if in a specialty participating in preference signaling;
4. Request that applicants reveal their 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 residency or fellowship position before the release of the applicable *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 applicants must register, pay all fees, and submit a certified rank order list electronically through the R3 system before the applicable Rank Order List Certification Deadline. All registered users must enter a unique username and password and must not provide their login credentials to another individual.

### **7.1 Categories of Program Positions**

1. Fellowship Position ("F"): A position in a program that begins training after the completion of a core residency training program.
2. Fellowship Subspecialty Position ("S"): A position in a program that begins after the completion of a fellowship training program.

### **7.2 Submission of Rank Order Lists**

Applicants 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 applicant's full participation in the Fellowship Match and agreement to

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

Non-U.S. citizen applicants requiring a visa are responsible for confirming the institution's willingness to sponsor the visa-type intended by the applicant before certifying their rank order list.

The NRMP will not create or modify any applicant's rank order list except where noted in this Agreement.

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

1. All entries or modifications to a rank order list require applicants to certify or recertify the list before the applicable Rank Order List Certification Deadline.
2. Applicants whose rank order lists are not certified before the published deadline may, within 24 hours of receiving a courtesy 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.
  - 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 list displayed in the R3 system at the time of the applicable Rank Order List Certification Deadline will be certified.
  - c. Once the courtesy certification is complete, the NRMP will not uncertify the rank order list.

### **7.3 Notification of Match Status**

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

Upon the release of match status, applicants are considered:

1. **Matched** if matched into any advanced residency or fellowship position; or
2. **Unmatched** if not matched into any position.

### **7.4 Notification of Match Results**

At the designated time on the applicable Match Day, the NRMP will release the Match results to applicants via the R3 system and through a courtesy email.

Applicants who are matched:

1. Are in a binding commitment and must accept the appointment(s) offered by the fellowship training program; and
2. Must meet all eligibility and hiring requirements of the program(s) and the institution(s) in which the training appointment(s) is located.
  - a. Each appointment is subject to the official policies of the appointing program(s) and institution(s) in effect on the date the program(s) submits its rank order list.

- b. Applicants requiring a visa must confirm the institution's willingness to sponsor the visa-type intended by the applicant before certifying their rank order list.

The *List of Unfilled Programs* for the applicable Fellowship Match will be posted to the R3 system at the designated time on Match Day and will remain available to unmatched applicants 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 applicable Fellowship Match calendar.

### **7.5 Communication About Appointments**

Between the applicable Rank Order List Certification Deadline and the notification of Match status and results, applicants may not apply for, discuss, interview for, or accept 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](mailto:policy@nrmp.org).

## **8.0 WITHDRAWAL FROM THE MATCH**

Applicants may withdraw themselves from the applicable Fellowship Match but must do so through the R3 system prior to the applicable Rank Order List Certification Deadline. Withdrawn applicants will not have their rank order list used in the applicable Fellowship Match.

Applicants who accept a concurrent year residency or fellowship position outside the Match or through any other national matching plan must withdraw from the Match through the R3 system prior to the applicable Rank Order List Certification Deadline. Failure to withdraw from the SMS prior to the applicable Rank Order List Certification Deadline shall be a breach of this Agreement.

### **8.1 Withdrawal of Applicants by NRMP**

The NRMP may withdraw an applicant from the applicable Fellowship Match for the following causes:

1. Applicants registered in both the Canadian Resident Matching Service ("CaRMS") and the SMS and who match through CaRMS to a concurrent year position.
  - a. In those years in which CaRMS has an earlier schedule, applicants who match through CaRMS are ineligible to match and to participate in the SMS for concurrent year NRMP positions. Applicants will be withdrawn by the NRMP after the applicable Rank Order List Certification Deadline.

- b. 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 with unpaid NRMP fees. Those applicants will be withdrawn from the applicable Fellowship Match and will not be allowed access to the *List of Unfilled Programs*.
3. Applicants for whom the NRMP believes it has credible evidence that they have violated the terms of this Agreement.

Upon withdrawal from the Match for alleged violation of the terms of this Agreement, 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 SMS 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 SMS 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 17.0.

## **9.0 BINDING COMMITMENT**

Upon conclusion of the applicable Fellowship Match, matched applicants:

1. Are in a binding commitment with the program and must accept an appointment as matched or offered:
  - a. Applicants with a match commitment who 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 on the start date specified in the appointment contract with the intent to complete the program:
  - 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](mailto:policy@nrmp.org).

Each appointment is subject to the official policies of the appointing institution and program (e.g., expected training credentials, background checks, drug screens, visa status) in effect on the applicable Rank Order List Certification Deadline.

## 10.0 WAIVER OR DEFERRAL OF MATCH RESULTS

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

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

Neither applicants nor programs may release each other from a matched position. A waiver or deferral of the binding commitment may be obtained only from the NRMP. Applicants are encouraged to review the Waiver and Deferral policy on the NRMP website. 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 an unanticipated serious and extreme hardship or change of specialty; or
2. If NRMP determines the applicant is ineligible to begin training.

Applicants considering a waiver or deferral request:

1. Shall review the Waiver and Deferral Policy on the NRMP website ([www.nrmp.org](http://www.nrmp.org));
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 decline the matched position until the waiver or deferral request has been decided; and
6. Shall not apply, interview for, or accept a position in another program until the waiver or deferral request has been approved.

Applicants shall promptly notify the NRMP of a waiver or deferral request received from a program.

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.

## **11.0 VIOLATIONS**

Applicants are responsible for conducting their affairs in an ethical, professional, and responsible manner throughout the application, interview, and matching process.

Applicants have a right to expect institutions and programs also to 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, the 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. Attempts to subvert or circumvent eligibility requirements or the matching process;
3. Failure to accept an appointment as required by the results of a Fellowship Match outcome;
4. Failure to engage in ethical and/or professionally responsible behavior; or
5. Any other irregular behavior or activity that occurs in connection with registration, the submission or modification of a rank order list, and/or the applicant'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. Applicants 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 of Applicant Due to Suspected Violation**

#### **11.3.1 Authority**

The NRMP's authority to withdraw an applicant or program from the SMS under this section is in addition to its authority to impose sanctions for violations of this Agreement. At any time before the applicable Fellowship Match results are released, the NRMP may withdraw any applicant from the Match without first affording an opportunity for a hearing if the NRMP believes it has credible evidence that:

1. The applicant 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 the applicable Fellowship Match due to an alleged violation, 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 as outlined in the NRMP Violations Policy.

The matched program 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.

### **11.4 Confirmed Violations**

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

## 12.0 USE OF MATCH INFORMATION

### 12.1 Applicant Use of Match Information

Applicants may use the R3 system and the information contained therein solely for the purpose of their participation in the SMS. Applicants may not share with any individual any Match information from or maintained in the R3 system, including but not limited to, information from the *List of Unfilled Programs*.

Applicants may not copy, distribute, post, or make publicly available in any other way, any Fellowship 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 Fellowship Match information by applicants is considered a violation of this Agreement and may result in sanctions to the applicant.

### 12.2 NRMP Use of Match Information

Each applicant authorizes the NRMP to request, obtain, transmit and receive identifying information (including information in the R3 system, individual applicant USMLE scores, COMLEX scores, Alpha Omega Alpha membership, and information regarding 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 applicant;
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.



### **12.2.1 Disclosure**

The NRMP will not disclose applicant 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 applicant information and use it for its own 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.

### **12.2.2 Ranking and Match Outcome Information**

For the avoidance of doubt, a rank order list submitted by an applicant is confidential and the NRMP will not disclose or release applicant 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, technology applications and service tools offered by the NRMP.

Each applicant authorizes the NRMP to release applicant Fellowship Match results to each program that ranked the applicant on the program's rank order list, to the specialty representative to the NRMP, and to those program directors who request such information to verify whether an applicant was matched.

Each applicant also authorizes the NRMP to release the location of current or prior residency training, as provided to the NRMP by the applicant, in a report to

the applicant's Main Residency Match<sup>®</sup> program director for the purpose of verifying where the applicant matched for a fellowship position.

Each applicant also authorizes the NRMP to release any information provided by such applicant to other matching programs for the purpose of ensuring the applicant does not match to concurrent year positions. Each applicant also authorizes the NRMP to post appointment information in the R3 system Applicant Match History.

### **13.0 REPRESENTATION AND WARRANTIES**

Each applicant represents and warrants to the NRMP that all of the information provided, or that will be provided, by such applicant to the NRMP is at all times complete, timely, and accurate to the best of such applicant's knowledge at the time such information was or will be provided. Each applicant further represents that he/she has authorized all institutions and individuals who may possess this information to disclose it to the NRMP for purposes of verification. Each applicant further represents that their unique log in information to access the R3 system will not be shared with or used by any other individual to access the system. Moreover, each applicant represents that he/she has read, understood, and agrees to the NRMP's Privacy Statement.

### **14.0 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.

#### **15.0 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.

#### **16.0 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.

## **17.0 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.

## **18.0 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.

## **19.0 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.

## **20.0 APPLICANT AUTHORIZATION FOR RELEASE OF TEST SCORES AND ANONYMIZED DATA**

By my electronic signature and as of the date this Agreement is submitted to NRMP, I hereby authorize National Board of Medical Examiners and the National Board of Osteopathic Medical Examiners, to release, verify, and transmit to NRMP upon its request certain test score data, in particular my USMLE scores, COMLEX scores, or other test score(s) utilized in the Match

process. I understand and agree that the test score data shall be used to verify test score information provided by me or about me by a testing service or other entity relevant to the graduate medical education matching process.

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