

Match Participation Agreement for Institutions

2024 Main Residency Match® and Supplemental Offer and Acceptance Program® (SOAP®)

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1.0 INTRODUCTION TO THE MAIN RESIDENCY MATCH AND SOAP

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

The Match:

- Provides a system for the confidential selection of applicants to graduate medical education programs using an electronic, proprietary mathematic algorithm;
- Establishes an equitable and uniform time for applicants and programs to submit rank order lists that express their respective preferences;
- Enables programs to make informed decisions about applicants in an orderly manner and free of persuasion; and
- Establishes a binding commitment between the applicant and the program(s). Neither the applicant nor the program may release the other from the binding commitment without a waiver or deferral granted by the NRMP (Section 10.0).

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

Programs who are unfilled after the algorithm has been processed may seek to fill unfilled position(s) during the NRMP Match Week Supplemental Offer and Acceptance Program® (SOAP®). SOAP is a process occurring during Match Week wherein positions left unfilled in the Match (i.e., after the matching algorithm has been processed) are offered to SOAP-eligible applicants. During Match Week and until SOAP concludes, all positions offered by unfilled programs and accepted by SOAP-eligible applicants, shall be through the R3 system. Not all unfilled programs are required to participate in SOAP.

Only programs from institutions that have registered with the NRMP and agreed to abide by the terms of the applicable Agreement may participate in the Match. Such programs also must register individually with the NRMP and agree to abide by the terms of the applicable Match Participation Agreement.

Any breach by a sponsoring institution of any of its obligations under this Agreement may be investigated by the NRMP pursuant to its Policies and Procedures for Reporting, Investigation, and Disposition of Violations of NRMP Agreements and may result in penalties to the institution as described in Section 12.0.

Institutions are advised to carefully read this Agreement and retain a copy for future reference.

Institutions 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 INSTITUTIONAL LEADERSHIP

2.1 Institutional Official

Each institution with programs participating in the 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 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.

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

1. Ensure adherence to all policies governing the Match as outlined in this Agreement.

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

3. Ensure that all of the institution's programs that desire to participate in the Match execute a Match Participation Agreement prior to the Quota Change Deadline.

4. Ensure that all of the institution’s programs participating in the Match register and attempt to fill all positions in the Match or another national matching plan.

5. Communicate all quota changes, additions, withdrawals, and other changes in and/or reversions of the positions offered by any of such institution's programs through the R3 system prior to the Quota Change Deadline. Exceptions to this deadline may be requested by the institutional official for cases of extreme emergency, such as loss of funding or accreditation, or to accommodate the results of earlier matching programs.

6. Ensure that prior to the release of the results of the Match, all programs sponsored by the institution, regardless of Match participation status, offer positions to sponsored applicants (U.S. MD and DO senior students) only through the Match or another national matching plan.

7. Ensure that none of the programs sponsored by the institution, regardless of Match participation status, discusses, interviews for, or offers a position to an applicant who has matched to a concurrent year position through the Match.

8. Ensure that none of the programs sponsored by the institution, regardless of Match participation status, discusses, interviews for, or offers a position

to an applicant between the Rank Order List Certification Deadline and the release of Match results.

9. Ensure that none of the programs sponsored by the institution, regardless of Match participation status, discusses, interviews for, or offers a non-Match position to a *SOAP*-eligible applicant during Match Week.

10. Ensure that all of its programs offering residency positions through the Match will be in compliance with the eligibility requirements set forth in section 3.1 of this Agreement.

    a. Eligibility must be met by the Rank Order List Certification Deadline.

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

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

13. Ensure that each of the institution's programs provides complete, timely, and accurate information to interviewees, including a copy of the contract the applicant will be expected to sign if matched to the program, if such contract is available, or a copy of the contract currently in use. The NRMP institutional official also must ensure that each of the institution's programs provides institutional policies on visa status and eligibility for appointment to a residency or fellowship position, as applicable.

14. Ensure that the institution's programs do not ask for verbal or written commitments from applicants indicating how they intend to rank any program or whether they will accept a position that is offered during SOAP.

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

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

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

2.2 Institutional Administrator

The NRMP institutional official may designate an institutional administrator to assist with the oversight of the matching process. The NRMP institutional administrator:

1. Shall adhere to the policies outlined in this Agreement;

2. Have a username and password to access the R3 system that is separate and distinct from the institutional official;

3. Is prohibited from accessing the R3 system using the institutional official or any other user's username and password;

4. Is prohibited from sharing their username and password with any other user;

5. May enter or change selected institution and program data, which may require subsequent approval by the institutional official, through the R3 system.

3.0 PROGRAMS

3.1 Eligibility

To participate in the Match and be eligible to offer training positions through the Match, as of the Rank Order List Certification Deadline, a program must:

1. Be accredited by the Accreditation Council for Graduate Medical Education ("ACGME"); or

2. Be a combined program approved or recognized by the American Board of Medical Specialties ("ABMS") or by the respective specialty board applicable to the training program;

3. Have secured funding sufficient to train each matched resident for the duration of the training program; and

4. Be activated for participation in the Match by the institutional official through the R3 system by the published deadline.

Programs participating in the Match agree to register and attempt to fill all positions through the Match or another national matching plan.

3.2 Categories of Program Positions

1. Categorical Position ("C"): Post graduate year one (PGY-1) position in programs that provide the full training required for board certification in a specialty.

2. Categorical Primary Care ("M"): PGY-1 positions in medicine and pediatrics that provide a training emphasis on primary care.

3. Preliminary Positions ("P"): One-year positions in transitional or specialty programs.

4. Advanced Position ("A"): Positions in specialty programs that begin the year after the Match and after one or more years of required preliminary training.

5. Reserved Positions (“R”): PGY-2 positions in specialty programs that begin in the year of the Match and are reserved for physicians with prior graduate medical education. These positions are also known as “Physician Positions”.

3.3 Program Leadership and Staff

3.3.1 Program Director

The institutional official shall designate a qualified program director who is responsible for ensuring the accuracy of the program’s information and adherence to all policies governing a Match. All changes made by a program director concerning Match participation and positions must be approved by the institutional official on or before published Match deadlines.

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 Quota Change Deadline;

6. Register and attempt to fill all of their positions in the Match or another national matching plan;

7. Agree to select U.S. MD and DO senior students (“sponsored applicants”) only through the Match or another national matching plan;

8. Submit and certify a rank order list prior to the Rank Order List Certification Deadline; and

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

3.3.2 Program Coordinator

Each 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 and the SOAP participation status if authorized by the program;

6. May enter rank order lists and SOAP preference lists into the R3 system if authorized by the program; and

7. Is prohibited from certifying rank order lists and SOAP preference lists in the R3 system.

4.0 TERMS AND CONDITIONS FOR PARTICIPATION IN THE MATCH

By clicking on the "I Accept" button on the "Sign Match Agreement" screen of the R3 system, 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 Match and may participate in SOAP;

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 conduct services related to the application;

5. The NRMP is not involved in establishing the eligibility requirements for any residency position. Training programs have sole responsibility for establishing and communicating all program and institutional eligibility requirements for any residency position;

6. The program must adhere to all rules of communication for the Match and SOAP as outlined in the Match Participation Agreement;

7. The program 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 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 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

The annual registration and Match calendar are published annually on the NRMP website: www.nrmp.org.

5.2 Match Fees

Fees paid by programs and institutions are not refundable. Overpayments will be refunded upon request.

Fees will not be waived for institutions and programs that are activated for Match participation and subsequently withdrawn either by the sponsoring institution, by the program, or by the NRMP.

Each sponsoring institution will be invoiced an institution registration fee, a program registration fee for each of its registered programs, and a matched applicant fee for each applicant with whom a program matches successfully. The NRMP will send an invoice to the institution for those fees, which must be paid within thirty (30) days of the invoice date. After the conclusion of a Match, an invoice for all incurred expenses, registration fees, and matched applicant fees will be issued by the NRMP to the institutional official, who will be responsible for ensuring prompt payment.

Institutions with unpaid NRMP fees at thirty (30) days from the date of the invoice will be issued a reminder request for payment. A late fee of 10 percent of the outstanding balance will be assessed on any fees unpaid sixty (60) days after the invoice date. Failure to remit payment to the NRMP after ninety (90) days from the invoice date will result in the institution being barred from registering any of its programs for the Main Residency Match or any SMS Fellowship Match until all fees are remitted by the institution to the NRMP.

6.0 PARTICIPATION IN THE MAIN RESIDENCY MATCH AND SOAP

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, matching processes, and SOAP; 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 Interview Period

The recruitment phase for the Main Residency Match must be transparent, grounded in equitable practices, reflect mutual respect for the needs of applicants and programs, and minimize unnecessary pressure. To that end, applicants, programs, and institutions are bound by the terms of the applicable Match Participation Agreement to demonstrate ethical behavior when engaging in interview offers and acceptances.

During the recruitment phase, institutions shall ensure that programs:

1. Extend interview offers that equal, not exceed, the total number of available interview slots.

2. Provide applicants no less than 48 hours to accept or reject an interview invitation.

3. Apply reasonable measures of notification (e.g., one-o-two weeks' notice) when needing to cancel or reschedule and interview

During recruitment, institutions may expect applicants to make judicious assessment of and decisions about interview offers, accepting only those they intended to fulfill and apply reasonable measures of notification (e.g., one-to-two weeks' notice) when needing to cancel or request rescheduling of an interview.

6.3 Completeness, Timeliness, and Accuracy of Information

6.3.1 Between the Program and Applicants

1. Institutions and programs are responsible for ensuring the completeness, timeliness, and accuracy of all information provided to applicants. This includes:

    a. 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

b. All written, electronic, and verbal information provided to the NRMP.

2. For the Main Residency Match and SOAP, programs must disclose to applicants, at the start of recruitment, the application service or process they will require.

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

4. 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.

5. 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 interviewed or be able to demonstrate that eligibility requirements were made available to each applicant interviewed either electronically or in writing. The timely disclosure by the program of the official policies of the appointing institution and/or program does not imply that the applicant interviewed will be ranked, will receive a matched position, or have an offer of a position extended during SOAP.

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 Match or SOAP.

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.

6.4 Confidentiality

Program information contained in the R3 system is confidential and available only to authorized users. Unauthorized use or disclosure of such information by an institution

is a violation of this Agreement.

At all times, programs have the right to keep confidential:

1. All information pertaining to the names and identities of applicants;

2. All information pertaining to preference signals;

3. All information pertaining to offers, acceptance, and the outcomes of interviews; and

4. All information pertaining to ranking preferences and SOAP preferences.

    a. Rank order lists and SOAP preference 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.

6.5 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 or by offers extended and accepted through SOAP, will determine the offering of positions and placement of applicants through the Match.

Programs are not authorized at any time during the interview, 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 or a SOAP preference 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 *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.

6.6 Three-Year Medical Education Curriculum

Institutions and programs affiliated with medical schools providing a 3-year medical education curriculum must not enter into agreements with applicants regarding training positions outside of the Match. Institutions and programs must not:

1. Promise or guarantee (verbally or in writing) residency training positions;

2. Offer "conditional acceptance", "pre-matched," or "matched" positions outside of the Match;

3. Compel, request, or require that students commit to the training program prior to the release of the Match results;

4. Indicate or imply that a training position is secured or guaranteed before Match results are released; or

5. Prevent applicants from exploring, applying to, interviewing with, or ranking programs of their choice.

6.7 Program Quota, Tracks, and Reversions

It is the NRMP institutional official's responsibility to ensure that each program director checks the accuracy of quotas, reversions, and special requirements. This information is to be reviewed by the NRMP institutional official and any corrections or changes are to be communicated to the NRMP through the R3 system.

6.7.1 Quota

The program quota is the number of positions a program intends to fill through the 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 Quota Change Deadline. Programs and/or tracks may not have a quota of zero.

    a. Programs may increase, decrease, or make other changes to the

quota in the R3 system before the Quota Change Deadline in the R3 system. Quota changes must be approved by the institutional official.

2. Quota change requests made after the Quota Change Deadline must be in writing to support@nrmp.org, demonstrate substantial hardship, and be approved by the institutional official. Requests are subject to the NRMP's review and approval.

6.7.2 Program Tracks

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

1. Position type (e.g., categorical versus preliminary positions; advanced positions);

2. Clinical and research options;

3. Campuses and geographic areas; and/or

4. Program focus (e.g., osteopathic recognition; rural)

When using tracks, programs must create a separate rank order list for each track, and place in each track the predetermined track quota. Track quotas cannot 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.

6.7.3 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. Reversions may include tracks identifying those position(s) created for an affiliated 3-year medical education curriculum program.

1. Any donor program may create a reversion in the R3 system, although reversions are typically formed between categorical and preliminary programs; traditional and primary care tracks; and 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 Rank Order List Certification Deadline;

4. All reversions must be approved by the institutional official by the 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.

6. Program tracks participating in a reversion must certify a rank order list.

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

    b. The NRMP shall regularly monitor the compliance of Match-participating programs in registering and attempting to fill all eligible positions through the Match.

6.8 Linked and Restricted Programs

Program directors can link advanced programs to a designated preliminary program to limit enrollment in a preliminary program to that group of applicants who matched into a specific advanced program. Applicants should be told to rank the advanced program on their primary rank order lists and the preliminary program on the supplemental rank order list that corresponds to that advanced program. In addition, the preferred applicants must be ranked on the rank order lists of both the advanced program and the preliminary program.

During the matching process, the preliminary program will be considered only if the applicant matches to the advanced program and the preliminary program appears on a supplemental rank order list associated with the linked advanced program. Because of this restriction, the preliminary program will not appear in the *List of Unfilled Programs* of the NRMP Match results.

6.9 Withdrawal from the Match

Any registered program that will not offer positions through the Match must officially withdraw from that Match through the R3 system.

6.9.2 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.

6.9.3 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 the Match after the 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.

There may be no communication between fully matched applicants and programs for any reason until the general announcement of the Match results.

7.0 MATCHING AND APPOINTING RULES

7.1 Submission of Rank Order Lists

To participate in the Match, programs must be registered for the Match and enter and certify their final rank order list in the R3 system before the 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 result(s); 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.

7.1.1 Applicant Eligibility for Ranking

Before certifying the rank order list, institutions and programs should:

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;

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; and

3. Ensure each program has a process to review state licensure board eligibility and ensure ranked applicants meet requirements for licensure, as published by the program state Licensure Board.

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

7.1.2 Submitting a Rank Order List

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

1. All entries or modifications to a rank order list requires programs to certify or recertify the list before the 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 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. Requests received more than 24 hours after the 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 Rank Order List Certification Deadline will be certified.

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

7.2 Communication about Appointments

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

7.2.1 Between the Rank Order List Certification Deadline and the notification of Match status

Programs shall refrain from discussing, interviewing for, or offering any position that would run concurrent with positions offered in a Match.

7.2.2 Between the notification of Match status and the conclusion of Match Week:

There may be no communication between fully matched applicants and programs for any reason until the general announcement of the Match results.

8.0 MATCH WEEK SUPPLEMENTAL OFFER AND ACCEPTANCE PROGRAM (SOAP)

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

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

8.1 SOAP Participation

To participate in SOAP, programs must designate their SOAP status in the R3 system before the Quota Change Deadline. Programs failing to designate their participation in SOAP will be set to "No" in the R3 system and will not be eligible to participate in SOAP.

8.1.1 Programs Electing to Participate in SOAP

Programs with the SOAP status designated as "Yes":

1. Must have unfilled positions remaining after the matching algorithm has been processed;

2. Agree to only consider SOAP-eligible applicants for unfilled positions until the conclusion of SOAP; and

3. Agree to offer unfilled positions only through the R3 system until the conclusion of SOAP.

At a time published on the NRMP website, eligible unfilled programs may:

1. Review applications from SOAP-eligible applicants received either through the Electronic Residency Application Service ("ERAS") or the application service required by the program;

2. Contact applicants of interest, interview applicants, and request additional information from applicants only after an application has been received; and

3. Express applicant preferences (i.e., make an offer) through a certified preference list only through the R3 system.

    a. Preference lists must be submitted and/or updated before the deadline(s) as outlined on the published SOAP schedule.

At all times during SOAP, programs must provide accurate, complete, and timely information as outlined in this Agreement.

8.1.2 Programs Electing Not to Participate in SOAP

Match participating programs with the SOAP status designated as "No" cannot solicit or consider applications from or extend offers to any applicants until SOAP concludes.

Until SOAP concludes, unfilled positions in all Match-participating programs shall be filled only through SOAP. Neither filled nor unfilled programs shall create positions for partially matched applicants until SOAP concludes.

8.2 SOAP Communication

Programs may not initiate or accept any verbal, written, or electronic communication from SOAP-eligible applicants nor their representatives until they have received that individual's application. Until and unless the program contacts the applicant or the applicant's representative, applicants may not initiate communication to the program.

SOAP-participating programs receiving communication from an applicant to whom they have not communicated must report the communication to policy@nrmp.org.

Directors of unfilled programs may communicate with each other but shall not initiate any contact with SOAP-eligible applicants before the published time and before receiving an individual's application.

Unmatched or partially matched applicants may contact unfilled programs freely at the conclusion of SOAP.

8.3 SOAP Applications and Process

At the times published in the Match Week and SOAP calendar, programs may expect SOAP-eligible applicants to:

1. Access the *List of Unfilled Programs* only through the R3 system;

2. Prepare and send applications to their programs of interest;

3. Begin receiving communications from SOAP-participating programs; and

4. Receive offers through the R3 system.

    a. Applicants may ignore, accept, or reject program offers received. If the applicant does not accept an offer, they may continue to access the *List of Unfilled Programs*.

Upon conclusion of SOAP, unmatched and partially matched applicants:

1. May access the *List of Unfilled Programs* in the R3 system;

2. May contact all remaining unfilled programs; and

3. May not seek to replace any matched position and/or position obtained through SOAP.

8.4 Exception - Unmatched SOAP-Eligible Applicants

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

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

    a. Applicants who have submitted any applications during Match Week will be ineligible to participate in the SOAP exception.

2. The position sought is not affiliated with a Match or SOAP-participating residency program; or

3. The position does not qualify for training credit in an ACGME-accredited residency program.

8.5 SOAP-Ineligible Applicants

Applicants' ineligible to enter graduate medical education on July 1 in the year of the Match will be considered SOAP-ineligible, may not participate in SOAP, and will not have access to the *List of Unfilled Programs* in the R3 system during SOAP.

Unmatched applicants who are SOAP-ineligible may not contact Match-participating programs until after SOAP concludes.

Unfilled programs may not initiate contact with any SOAP-ineligible applicants until after SOAP concludes.

8.6 List of Unfilled Programs

The *List of Unfilled Programs* will remain available to unmatched and partially matched applicants through 11:59 p.m. ET on May 1.

9.0 BINDING COMMITMENT

Upon conclusion of the Match and SOAP, 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 or SOAP commitment 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 Rank Order List Certification Deadline or when the program submits its preference list if the program participates in SOAP.

1. Programs must adhere to the disclosure policies regarding accuracy, completeness, and timeliness of Information as outlined in Section 6.2 of this Agreement.

2. Programs who fail to disclose the official policies of the appointing institution and/or program, as outlined in Section 6.2 of this Agreement, prior to the Rank Order List Certification Deadline, or during SOAP, may not be eligible to receive a waiver or deferral of the matched appointment.

10.0 WAIVER OR DEFERRAL OF MATCH RESULTS

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

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

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

A waiver or deferral may be considered by the NRMP:

1. For circumstances demonstrating 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.

11.0 VACANT POSITIONS

11.1 Categorical and Preliminary Positions

PGY-1 positions that become vacant due to an applicant dismissal, resignation, transfer, or approved waiver or deferral, may be filled outside of the Match provided training

commences before February 1 of the year following the Match.

If training will not begin before February 1, the position shall be placed in the Match.

PGY-1 positions that become vacant any time after the conclusion of SOAP can be filled outside the Match prior to the day registration opens for the next Match.

11.2 Advanced Positions

PGY-2 positions in a specialty requiring a prerequisite PGY-1 year that become vacant before the Quota Change Deadline due to an applicant dismissal, resignation, transfer, or as the result of an approved waiver from the NRMP, may be filled outside the Match provided training begins before February 1.

If training will not begin before February 1, or if the position becomes vacant between the Quota Change Deadline and the Rank Order List Certification Deadline, the position shall be placed in the Match as a Reserved Position ("R") for a July start date.

If the position becomes vacant after the Rank Order List Certification Deadline, the position may be filled outside the Match at any time after the conclusion of SOAP and prior to the day registration opens for the next Match. After registration opens for the next Match, the vacant position must be placed in the Match.

12.0 VIOLATIONS

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

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

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

12.1 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, matching, and SOAP processes;

2. Discrepancies in graduation credentials;

3. Attempts to subvert or circumvent eligibility requirements, the matching process, or SOAP;

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 or SOAP preference list, and/or the participant's commitment to honor the Match outcome.

12.2 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.

12.3 Withdrawal Due to Suspected Violation

12.3.1 Authority

The NRMP's authority to withdraw an applicant or program from the Match under this section is in addition to its authority to impose sanctions for violations of this Agreement. At any time before the Match results are released, the NRMP may withdraw any participant from the Match or SOAP 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.

12.3.2 Pending Action

Upon withdrawal from the Match and/or SOAP 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.

12.3.3 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 Match and SOAP and sanctions levied as outlined in the Violations Policy.

13.0 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.

14.0 USE OF MATCH INFORMATION

14.1 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 and/or SOAP. 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*, and/or *Regional Match Statistics by Specialty* internally with program leadership, program faculty, and program staff as required to participate in the Match and/or SOAP.

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*, and/or *Regional Match Statistics by Specialty*. 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 is already 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.

14.2 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 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. allopathic medical schools, U.S. osteopathic 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 authorized providers or the NRMP.

14.2.1 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, and technology applications and service tools by the NRMP.

15.0 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.

16.0 DISCLAIMERS

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

Each party agrees that neither:

1. the NRMP,

2. any vendor providing equipment, software, or services to the NRMP ("Vendor"), nor

3. any director, officer, employee, affiliate, or agent of the NRMP, or any Vendor,

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

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

17.0 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.

18.0 NOTICES

All notices to the NRMP, must be given either by email at support@nrmp.org or through the R3 system and are effective upon receipt. The NRMP is not responsible for delays in email or Internet service. Any notices or documents received by the NRMP after the relevant deadline date will not be considered.

All notices, to 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.

19.0 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 Match, this Agreement, or the breach thereof, between or among the NRMP and any applicant or program participating, or seeking participation, in the Match shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect (as modified below and excluding Procedures for Large, Complex Disputes), unless the parties to the dispute mutually agree otherwise. The arbitration hearing shall commence within six months of filing the demand for arbitration or at another time agreeable to the NRMP. Notwithstanding the foregoing, no arbitrator shall have power to adjudicate any dispute as a class arbitration or as a consolidated arbitration without the express consent of all the parties to any such dispute, and every arbitrator shall return a reasoned award in writing, setting forth the factual findings and legal conclusions that are the basis for the determination. In addition, no arbitrator shall have the power to modify any sanctions imposed by the NRMP unless: (1) the arbitrator determines there is no basis in fact for a finding of violation; or (2) the arbitrator finds that the sanctions imposed by the NRMP are either arbitrary and capricious or outside the scope of potential sanctions set forth in this Agreement and the Violations Policy.

Notice of the demand for arbitration must be filed in writing with all other parties to the arbitration and with the American Arbitration Association. A demand for arbitration in a matter that is covered by the Violations Policy must be made in accordance with the Violations Policy. The arbitrator(s) must conduct all arbitration proceedings in the Office of the NRMP in Washington, DC or at such other location in Washington, DC as mutually agreed upon by the parties. Each party will share equally in the cost of arbitration, except that the party requesting arbitration shall be solely responsible for paying the filing fee required by the AAA Standard Fee Schedule, including the Initial Filing Fee and the Case Service Fee, and the party requesting arbitration must further file the AAA form entitled “Demand for Arbitration – Commercial”. The burden shall be on the applicant or program to demonstrate by clear and convincing evidence that an adverse decision by the NRMP was without basis-in-fact or in violation of 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.

20.0 LIMITATION OF ACTION

No claim or cause of action, regardless of form, arising out of or related to the Match, this Agreement, or the breach thereof, or any other dispute between the NRMP and any applicant or program participating, or seeking participation, in the Match, may be brought in any forum by any party more than 30 calendar days after the cause of action has accrued, regardless of any statute, law, regulation, or rule to the contrary ("Limitation Period"). The Limitation Period shall commence the day after the day on which the cause of action accrued. Failure to institute an arbitration proceeding within the Limitation Period will constitute an absolute bar and waiver of the institution of any proceedings, whether in arbitration, court, or otherwise, with respect to such cause of action. A cause of action that has become time-barred may not be exercised by way of counter claim or relied upon by way of exception.

In addition, any party who desires to contest a decision of a Review Panel of the NRMP must notify the NRMP in writing of its intent to seek arbitration within 10 business days from that party's receipt of the Panel's report and must file a written demand for arbitration within 30 calendar days of receipt of such report, in accordance with the terms of the Violations Policy. If notice of a party's intent to seek arbitration is not received in writing by the NRMP within 10 business days from that party's receipt of the Review Panel Report, or if the party does not file a written demand for arbitration within 30 calendar days of receipt of the Review Panel Report, that party is deemed to have waived and is barred from later filing a demand for arbitration or seeking other relief.

21.0 GENERAL

This Agreement is governed by the laws of the District of Columbia, excluding its choice of laws and 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 Match and its results. Any representations, promises, or conditions not incorporated in this Agreement will not be binding upon any of the parties. No modification of this Agreement shall be effective unless in writing and executed by the party against whom it is to be enforced.

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