



Match Policy Updates for the 2024-2025 Match Cycle

Section 12.0 - Violations

Current Policy Language	New/Modified Policy Language	Intended Meaning
<p>Section 12.1 – Alleged Violations</p> <p>At its discretion, NRMP will investigate alleged violations of this Agreement, including but not limited to:</p> <ul style="list-style-type: none"> • Failure to provide complete, timely, and accurate information during the application, interview, matching, and SOAP processes; • Discrepancies in graduation credentials; • Attempts to subvert or circumvent eligibility requirements, the matching process, or SOAP; • Failure to offer or accept an appointment as required by the results of a Match outcome; • Failure to engage in ethical and/or professionally responsible behavior; or • 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. 	<p>At its discretion, NRMP <u>will determine whether to investigate a reported, alleged breach of this Agreement. The types of violations the NRMP may</u> investigate include but are not limited to:</p> <p>... (no change to bulleted list)</p> <p><u>The NRMP's decision whether to investigate an alleged violation is final and not subject to appeal.</u></p>	<p>The modifications to existing language ensure the reader understands pursuit of investigations is determined by the NRMP and not mandated by the submission of a report of an alleged violation.</p> <p>The modifications make clear NRMP's decision whether to initiate an investigation cannot be challenged through appeal/arbitration.</p>

Section 12.0 - Violations

Current Policy Language	New Policy Language	Intended Meaning
<p>Section 12.2 – Reporting of Violations</p>		
<p>None</p>	<p><u>Programs should report to NRMP any known or suspected violation(s) of this Agreement within one year of learning about the suspected violation(s). If the known or suspected violation(s) pertains to a matched applicant, the violation must have occurred no later than the 45th day after the start date of the relevant appointment contract.</u></p>	<p>The new language encourages individuals to report alleged violations as they learn about them rather than waiting some period of months or years when adjudicating the case can be harder to achieve (e.g., program staff have left; individual no longer in residency)</p> <p>The new language establishes that an alleged violation involving an applicant has to have occurred during the first 45 days when the Match Agreement/binding commitment is still in effect. This will hopefully help individuals understand that the NRMP cannot be a regulatory body during a window of time that exceeds Match oversight (e.g., cannot investigate failure for a program to extend a PGY-3 contract to an applicant.)</p>

Section 19.0 – Dispute Resolution

Current Policy Language	Modified Policy Language	Intended Meaning
<p>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.</p>	<p>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 <u>or if one of the parties to the dispute is a state entity and that State's laws mandate that such entity not be compelled to participate in an arbitration proceeding</u>. The arbitration hearing shall commence within six months of filing the demand for arbitration or at another time agreeable to the NRMP.</p>	<p>The modifications to existing policy came at the advice of legal counsel.</p> <p>Over the past year, some sponsoring institutions have contacted the NRMP raising concerns about the restrictions placed on them, as state-identified entities, with respect to reporting and pursuing dispute resolution under Section 19.0. Accordingly, Section 19.0 was modified to clarify the requirements for pursuit of dispute resolution for sponsoring institutions identified as state entities.</p>

Section 20.0 – Limitation of Action

Current Policy Language	Modified Policy Language	Intended Meaning
<p>...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 Disposition, or if the party does not file a written demand for arbitration within 30 calendar days of receipt of the Disposition, that party is deemed to have waived and is barred from later filing a demand for arbitration or seeking other relief. The obligation to file a written demand for arbitration does not apply to any party that is a state entity and that state’s laws mandate that such entity not be compelled to participate in an arbitration proceeding.</p>	<p>...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 Disposition, or if the party does not file a written demand for arbitration within 30 calendar days of receipt of the Disposition, that party is deemed to have waived and is barred from later filing a demand for arbitration or seeking other relief. <u>The obligation to file a written demand for arbitration does not apply to any party that is a state entity and that state’s laws mandate that such entity not be compelled to participate in an arbitration proceeding.</u></p>	<p>The modifications to existing policy are intended to comport with changes to Section 19.0 – Dispute Resolution – with respect to pathway for institutions identified as state entities.</p>

Section 5.0 – Registration Dates/Match Fees

Current Policy Language	Modified Policy Language	Intended Meaning
<p>Section 5.2 – Match Fees</p> <p>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.</p> <p>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.</p>	<p>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.</p> <p>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.</p>	<p>The modifications to existing language eliminate the late fee penalty previously assigned to institutions with outstanding invoices.</p> <p>Institutions will continue to be barred from any Match registration if invoices left unpaid after 90 days.</p>