



Specialties Matching Service[®]
Match Participation Agreement
For All Matches Opening After June 30, 2018

Terms and Conditions of the Specialties Matching Service
Match Participation Agreement Among Applicants, the NRMP,
and Participating Programs

These are the terms and conditions of the Match Participation Agreement for the **Specialties Matching Service (SMS[®])** that each applicant and program enters into by clicking on the “I Accept” button on the Registration screen of the **Registration, Ranking, and Results[®] (R3[®])** system. Upon the NRMP's acceptance of such party's registration, these terms and conditions will be a binding agreement between such party and the NRMP, as well as between such party and any other party who executes this **SMS** Match Participation Agreement in registering for the same **SMS** Match and whose registration is accepted by the NRMP.

If the NRMP accepts the registration of the applicant or program in question, the NRMP will register the applicant or program, as the case may be, in the **SMS**, as described briefly in Section 1.0 below. In consideration of this registration, each applicant and program agrees to comply with all of the terms and conditions of this **SMS** Match Participation Agreement (also referred to as "this Agreement").

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1.0 Introduction to the SMS Matching Program

The **Specialties Matching Service** (“**SMS**”) provides a system for the confidential selection of applicants to advanced residency and fellowship positions by establishing a uniform time for applicants and programs to submit rank order lists that express their respective preferences. The system is intended to provide applicants the opportunity to make informed decisions about the medical specialty or specific training program they seek to enter and to provide training programs the opportunity to make informed assessments about applicants in an orderly manner and without pressure. The Match processes the certified rank order lists using a mathematical algorithm to match the preferences of applicants to the preferences of programs. Only applicants and programs who have registered with the NRMP and agreed to abide by the terms of this Agreement may participate in the **SMS**.

The **SMS** is provided by the NRMP to program directors' groups (i.e., associations of training program directors) whose programs offer entry level positions only to applicants who have completed two or more years of graduate medical education. To qualify for participation in the **SMS**, the program directors' group representing the programs in a particular specialty must designate a specialty representative to be responsible for overseeing the **SMS** match process and to be the group's official representative to the NRMP on all matters regarding the group's programs that register for the **SMS**. Each group participating in the **SMS** is expected to identify eligible programs and to assist the NRMP in communicating with such programs.

The NRMP requires the program directors' group of each specialty participating in the **SMS** to execute annually an "NRMP Program Directors' Annual Participation Agreement" that commits active participation of at least 75 percent of the group's eligible programs and a minimum of 75 percent of all available positions in the specialty for that year. If a group fails to register 75 percent of its eligible programs and/or positions, the NRMP, at its discretion, may discontinue such group's participation in Matches managed by the NRMP. **Specialties Matching Service** Match sponsors may voluntarily elect to implement a policy whereby all participating programs are required to register and attempt to fill all positions in the Match. The NRMP shall monitor the compliance of programs in those specialties in registering and attempting to fill all of their positions through the Match provided the Match sponsor provides the NRMP with information about the number of positions with fellows in training for that appointment year.

SMS Matches are managed through the NRMP's **Registration, Ranking, and Results (R3)** system. A match between an applicant and a program constitutes a binding commitment between the two parties in accordance with the terms of this Agreement. Any breach of that commitment may result in penalties to the breaching applicant or program, as described in Section 7.0.

The NRMP seeks to maintain the highest professional standards in the conduct of the **SMS** and in its interactions with all participants: applicants, program directors, and institutional officials.

All parties to this Agreement acknowledge that: (a) the NRMP is not an employment service for either applicants seeking advanced residency or fellowship positions or programs offering training positions; (b) applicants must apply directly to the programs in which they desire to obtain positions in addition to registering for the **Specialties Matching Service** and listing such programs on their certified rank order lists; and (c) the NRMP is not involved in establishing the requirements for any residency or fellowship position or the terms of any contract between a resident or fellow and a training program.

2.0 Applicants

2.1 Eligibility

To participate in the **SMS**, prior to the scheduled start date of the position for which the applicant is applying, the applicant must have completed all of the training required for such position and must meet all of the requirements for entry into graduate medical education as prescribed by the Accreditation Council for Graduate Medical Education ("ACGME") in Section IV of the ACGME Institutional Requirements, Residents, 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.

Each sponsoring institution (e.g., a teaching hospital) may have additional requirements for eligibility for its programs. The NRMP is not responsible for ensuring that any or all of the requirements have or will have been met by an applicant prior to the scheduled beginning of the term of the position to which the applicant matched or for communicating such requirements to applicants.

2.2 Couples

Any two applicants who are registered for the same **SMS** Match may participate in that **SMS** Match as a couple. If two applicants who registered as a couple do not obtain a match as a couple, the **SMS** will not try to find a separate match for either of them individually.

2.3 Withdrawals

2.3.1 Withdrawal by the Applicant

Applicants may withdraw from the **SMS** on their own initiative for any reason, but only if the NRMP receives the withdrawal request prior to the applicable Rank Order List Certification Deadline. Applicants who accept a concurrent year position outside the **SMS** or through any other

national matching plan shall withdraw from the **SMS** and shall do so prior the Rank Order List Certification Deadline through the **R3** system. Failure to withdraw from the **SMS** prior to the Rank Order List Certification Deadline shall be a breach of this Agreement and may subject the applicant to the penalties described in Section 7.0 of this Agreement.

2.3.2 Withdrawal of Applicants by the NRMP

At any time before the Match results are released, the NRMP may withdraw from the **SMS** any applicant who falls into one or more of the following categories:

(a) Applicants registered in both the Canadian Resident Matching Service ("CaRMS") and the **Specialties Matching Service** whose CaRMS Match has a Match Day before the SMS Match Day and by mutual agreement between the two matching organizations. In those years in which a CaRMS Match has an earlier schedule, individuals who match through CaRMS will be ineligible to match to and participate in the **SMS** for concurrent year NRMP positions.

(b) Applicants with unpaid NRMP fees. The applicant registration procedure requires that all fees be paid in U.S. dollars by credit card through the **R3** system at the time of registration. The applicant will be allowed to register for and participate in the **SMS** only after a credit card payment is entered through the **R3** system and processed successfully.

(c) Applicants for whom the NRMP believes it has credible evidence that they have violated the terms of this Agreement. Upon withdrawing an applicant from the Matching Program, the NRMP shall note in the **R3** system that the applicant is the subject of a "pending action." The designation shall remain in place until the applicant has waived or exhausted the opportunity to contest the action pursuant to the Violations Policy.

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. Therefore, any 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 chooses to contest the withdrawal or other action by the NRMP under the dispute resolution process set forth in Section 14.0.

2.3.3 Withdrawal Deadlines and Restrictions

Applicants may not withdraw from the **SMS** after the applicable Rank Order List Certification Deadline. In addition, applicants shall not apply for, discuss, interview for, or accept a position that would run concurrent with positions offered in the **SMS** Match between the Rank Order List Certification Deadline and the release of Match Results.

2.4 Waiver of the Match Results: Applicants

Applicants and programs are not authorized to release each other from their binding match commitment. **Once a party has matched, a waiver of the binding match commitment may be obtained only from the NRMP.** The NRMP's decision to grant or deny the waiver is at the sole discretion of the NRMP and is not subject to arbitration. The NRMP recommends that each applicant and program read carefully the Policies and Procedures for Waiver Requests ("Waiver Policy") that govern the NRMP's handling of waivers. The Waiver Policy is incorporated by reference in and constitutes an integral part of this Agreement.

Any participant in the **SMS** shall promptly notify the NRMP of any waiver requests received directly from any other participant.

The NRMP, in its sole discretion, may grant to an applicant a waiver of the binding commitment to a program if the NRMP determines that the applicant is ineligible for the position or if fulfillment of the commitment to the results of the **SMS** Match would cause unanticipated serious and extreme hardship for the applicant. An applicant who matched to a fellowship position also may request a waiver if the applicant has elected to change specialties or subspecialties, provided the waiver is requested **no later than the December 15** prior to the start of training. The applicant must submit the request for a waiver in writing using the Waiver Request Form and must send the request to the NRMP with a copy to the program to which the applicant matched or in which the applicant obtained a position. The NRMP will review the waiver request to determine whether or not the waiver shall be granted.

If, following initiation of the waiver review process by the NRMP, the applicant notifies the NRMP in writing that the applicant will not accept the matched position if the waiver is not granted, the NRMP may grant an immediate waiver to the program so that it can recruit another qualified candidate for the matched position.

Applicants who have matched to a program shall not apply for, discuss, interview for, or accept a concurrent year position in another program prior to the NRMP granting the waiver. If the NRMP receives information that an applicant has applied for, discussed, interviewed for, or accepted a concurrent year position in another program before receiving a waiver from the NRMP, the NRMP will initiate an investigation to determine whether the applicant or program has violated the terms of this Agreement. If any program at a Match-participating institution interviews for or offers a position to an applicant who has not been granted a waiver by NRMP, or if the applicant accepts or starts such a position, the NRMP will initiate an investigation to determine whether the applicant, the program, and/or the institution have violated the terms of this Agreement. If the NRMP initiates a violation investigation of the applicant or program, it will follow the procedures set forth in Section 7.0 of this Agreement.

Upon completing its investigation, the NRMP, in its sole discretion, may grant a waiver releasing the applicant from the commitment to the program, or it may deny the waiver request. Programs are not authorized to recruit another candidate for the matched position until so notified by the NRMP.

2.4.1 Waiver Approvals: Applicants

If the waiver is granted to the applicant by the NRMP, the applicant may accept a position in another graduate medical education program and the matched program may offer the vacant position to another qualified applicant.

2.4.2 Waiver Denials: Applicants

If the waiver is not granted to the applicant by the NRMP, the applicant will be expected to accept the matched position. If the applicant does not accept the matched position, the NRMP will initiate an investigation to determine whether the applicant has violated the terms of this Agreement.

If the waiver is not granted to the applicant by the NRMP and the applicant notifies the NRMP in writing that the applicant will not accept the matched position, the NRMP will grant a waiver to the matched program so that it can recruit another qualified applicant for the matched position.

An applicant whose waiver request has been denied and who does not accept the matched position may be barred for one year from accepting an offer of a position or a new training year, regardless of the start date, in any program sponsored by a Match-participating institution and/or starting a position or a new training year in any program sponsored by a Match-participating institution if training would commence within one year from the

date of the NRMP's final decision to deny the waiver. The NRMP's decision and term limits of any sanction(s), if imposed, will be reflected in the **R3** system Applicant Match History for the length of time the action is in effect.

If any program at a Match-participating institution, regardless of the program's Match participation status, offers a position or a new training year to that applicant to commence training during the one-year period, or if the applicant accepts or starts such a position, the NRMP will initiate an investigation to determine whether the applicant, the program, and/or the institution has violated the terms of this Agreement.

If the NRMP initiates a violation investigation of the applicant or program, it will follow the procedures set forth in Section 7.0 of this Agreement.

2.5 Deferral of the Match Commitment

The NRMP, in its sole discretion, may grant to an applicant and a program a one-year deferral of a binding commitment if: (1) both parties agree to the deferral; and (2) failure to obtain a deferral would cause unanticipated serious and extreme hardship. Additionally, at the request of either an applicant or a program, NRMP may grant a deferral of up to one year if arbitration proceedings have been initiated and the outcome is pending. If for any reason a deferred commitment cannot or will not be honored, one or both parties shall submit to the NRMP a request for a waiver according to the procedures set forth in Sections 2.4 and 3.6 of this Agreement.

3.0 Programs

3.1 Eligibility

The NRMP may, in accordance with the policies and advice of the sponsoring program directors' group, be selective in determining which programs are eligible to participate in the **SMS** for that specialty. Only programs in a specialty for which an **SMS** Match is being conducted may offer positions through the **SMS**. Positions are titled "residency" or "fellowship" depending upon the specialty for which the **SMS** Match is being conducted.

To be eligible to offer positions through an **SMS** Match, as of the applicable Rank Order List Certification Deadline for such **SMS** Match a program must be either (a) accredited by the ACGME or another entity acceptable to NRMP, (b) affiliated with an ACGME-accredited program in the primary discipline, or (c) lead to certification or endorsement and oversight by a board recognized by the American Board of Medical Specialties. Each program executing this Agreement hereby affirms that it

will meet one of those requirements by the Rank Order List Certification Deadline.

3.2 Categories of Program Positions

The following categories of positions are included in the **SMS**:

3.2.1 Fellowship (F) positions in programs that begin training subsequent to the completion of a core residency training program

3.2.2 Fellowship subspecialty (S) positions in programs that begin training subsequent to the completion of a fellowship training program

3.3 Participation

3.3.1 Quota Changes

Programs directors may increase, decrease, and make other changes to their quota, or the number of positions they desire to fill through the **SMS** Match. Such changes must be made in the **R3** system by the Quota Change Deadline and must be approved by the NRMP institutional official responsible for the program making the changes. **Programs cannot reduce their quotas to zero.**

Exceptions to the Quota Change Deadline, including the reduction of program quotas or situations beyond the control of the institution or program such as loss of funding or accreditation, or to accommodate the results of earlier matching programs, may be requested by the NRMP institutional official. In such cases, a written request for relief shall be made to and determined by the NRMP.

3.3.2 Withdrawals

Any registered program that will not offer positions through a **SMS** Match must officially withdraw from that Match through the **R3** system. The program's withdrawal must be confirmed by the NRMP institutional official in the **R3** system by 11:59 p.m. eastern time on the applicable Quota Change Deadline to ensure that the program is not listed in the **R3** system as a participant in the Match. Programs may not withdraw from the **SMS** Match after the Quota Change Deadline except for situations beyond the control of the institution or program, such as loss of funding or loss of accreditation. In such cases, a written request for relief shall be made to and determined by the NRMP.

At any time before the Match results are released, the NRMP may withdraw from the **SMS** Match any program for which the NRMP believes it has credible evidence that the program has violated the terms of the Agreement. Upon withdrawing a program from the **SMS** Match, the NRMP shall note in the **R3** system that the program is the subject of a “pending action.” The designation shall remain in place until the program has waived or exhausted the opportunity to contest the action pursuant to the Violations Policy. The NRMP's authority to withdraw a program from the **SMS** Match under this section is in addition to its authority to impose sanctions for violations of this Agreement. Therefore, any decision by the NRMP to withdraw a program under this section shall remain in place and shall not be subject to any suspension in the event the program chooses to contest the withdrawal or other action by the NRMP under the dispute resolution process set forth in Section 14.0.

3.3.3 Vacant Positions

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

3.4 Institutional Official and Fellowship Program Director

3.4.1 Designation of Institutional Official

Each institution with programs participating in the **SMS** shall designate an institutional official to be responsible for overseeing the **SMS** Match process and to be the institution's official spokesperson to the NRMP on all matters regarding the institution's registered programs. All changes made by a program concerning positions must be approved by the NRMP institutional official responsible for that program. . The NRMP may rely on written communications from the institutional official for all matters affecting the institution or its programs.

3.4.2 Designation of Fellowship Program Director

Each program participating in an **SMS** Match shall designate a director who is responsible for ensuring the accuracy of the program's information and adherence to all policies governing the Match. All changes made by a fellowship program director concerning Match participation and positions must be approved by the institutional official on or before published Match deadlines.

3.4.3 Duties of Fellowship Program Directors

The fellowship program director shall:

3.4.3.1. Provide accurate program information including, but not limited to, the number and type of positions offered;

3.4.3.2. Execute the Match Participation Agreement prior to the applicable Rank Order List Certification Deadline;

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

3.4.3.4. Ensure that representatives of the program do not discuss, interview for, or offer a position to a Match applicant between the applicable Rank Order List Certification Deadline and the release of Match results;

3.4.3.5 Ensure that representatives of the program do not discuss, interview for, or offer a position to an applicant who is ineligible because of a denied waiver and/or sanctions levied as the result of a violation investigation;

3.4.3.6. Appoint a program coordinator, if so desired, to assist in the matching process.

3.5 Fellowship Program Coordinator

3.5.1 Designation of Fellowship Program Coordinator

The fellowship program director may designate a program coordinator to assist with the matching process. The fellowship program coordinator shall access the **R3** system only with a user name and password separate and distinct from the fellowship program director.

3.5.2 Duties of Fellowship Program Coordinators

The fellowship program coordinator may view all program information available through the **R3** system; enter or change program information except quotas; and enter rank order lists. Fellowship program coordinators are prohibited from certifying rank order lists. Fellowship program coordinators shall use only their designated username and password to log in to the **R3** system. Use of the fellowship program director's username and password by the fellowship program coordinator to access the **R3** system shall be a breach of this Agreement and may subject the program to penalties described in Section 7.0.

3.6 Waiver of the Match Results: Programs

Programs and applicants are not authorized to release each other from their binding match commitment. **Once a party has matched, a waiver of the binding match commitment may be obtained only from the NRMP.** The NRMP's decision to grant or deny the waiver is at the sole discretion of the NRMP and is not subject to arbitration. The NRMP recommends that each program and applicant read carefully the Policies and Procedures for Waiver Requests ("Waiver Policy") that govern the NRMP's handling of waivers. The Waiver Policy is incorporated by reference in and constitutes an integral part of this Agreement.

Any participant in the **SMS** shall promptly notify the NRMP of any waiver requests received directly from any other participant.

Programs shall use the Applicant Match History in the **R3** system to determine the appointment status of any applicant considered for appointment to the program.

The NRMP, in its sole discretion, may grant to a program a waiver of its binding commitment to an applicant if the NRMP determines that fulfillment of a program's commitment to the results of the **SMS** Match would cause unanticipated serious and extreme hardship for the program or if the NRMP determined that the applicant is ineligible to begin training. The waiver request must be submitted in writing by the program director or the NRMP institutional official using the Waiver Request Form with a copy to each applicant whose position is included in the waiver request and specify each such applicant. The program shall specify the method the program will employ to assist each such applicant to secure another residency position in the event the waiver request is the result of program closure or a change in program complement. The NRMP will review the waiver request to determine whether or not the waiver is appropriate.

Once a program has matched to an applicant, the program shall not discuss, interview for, or offer the matched position to another candidate prior to the NRMP granting the waiver. If the NRMP receives information that a Match-participating program has discussed, interviewed for, or offered the matched position to another applicant before receiving a waiver from the NRMP, or if the program has encouraged or supported an applicant seeking a concurrent year position absent a waiver, the NRMP will initiate an investigation to determine whether the program or applicant has violated the terms of this Agreement.

Upon completing its investigation, the NRMP, in its sole discretion, may grant a waiver to the program releasing it from the commitment to one or more of the applicants whose positions were included in the waiver request, or it may deny the request. Programs are not authorized to recruit another candidate for the matched position until so notified by the NRMP.

3.6.1 Waiver Approvals: Programs

If the waiver is granted to the program by the NRMP, the applicant may accept a position in another graduate medical education program and the matched program may offer the vacant position to another qualified applicant, unless the waiver request was based on financial hardship, a reduction in resident complement, or loss of accreditation.

3.6.2 Waiver Denials: Programs

If the waiver is not granted to the program by the NRMP, the program will be expected to offer the matched position(s) to the applicant(s) included in the program's waiver request. If the program does not offer the matched position(s), the NRMP will initiate an investigation to determine whether the program has violated the terms of this Agreement.

If an applicant requests a waiver from the NRMP and/or informs the matched program of the desire for a waiver, the program shall not discuss the matched position with any other candidate or the applicant's eligibility with any other program or offer the matched position to any other candidate until either (a) the matched applicant has informed the NRMP in writing that he/she will not accept the matched position if his/her waiver request is denied by the NRMP and the program has been notified by the NRMP that it has been granted a waiver, or (b) the waiver is granted by the NRMP. If the NRMP receives information that the program has discussed, interviewed for, or offered the position to another candidate before it has been notified by the NRMP that either of the foregoing conditions has occurred, the NRMP will initiate an investigation to determine whether the program has violated the terms of this Agreement.

All programs sponsored by a Match-participating institution are prohibited from offering a position or a new training year, regardless of the start date, to an applicant who is ineligible to accept or start a position or a new training year because a waiver request was denied by the NRMP. Such prohibition applies to all positions and new training years that have a start date within one year from the date of the NRMP's decision. If any program at a Match-participating institution, regardless of the program's Match participation status, offers a position or a new training year at any time during the one-year period to an applicant whose waiver was denied or if the applicant accepts or starts such a position, the NRMP will initiate an investigation to determine whether the applicant, the program, and/or the institution has violated the terms of this Agreement.

If the NRMP initiates an investigation to determine whether a program or applicant has violated the terms of this Agreement, the NRMP will follow the procedures set forth in [Section 7.0](#) of this Agreement.

3.7 Program Closures and Reductions in Resident Complement

If a program has reason to close and/or reduce the number of fellows, it must follow the procedures specified in Section IV of the ACGME Institutional Requirements, as amended from time to time, or any successor requirements. The program must notify the NRMP of the method it will employ to assist each matched applicant in securing another graduate medical education position. Failure to adhere to those requirements will be a breach of this Agreement.

3.8 Deferral of the Match Commitment

The NRMP, in its sole discretion, may grant to an applicant and a program a one-year deferral of a binding commitment if: (1) both parties agree to the deferral; and (2) the NRMP determines that failure to obtain a deferral would cause unanticipated serious and extreme hardship. Additionally, NRMP may grant a deferral of up to one year at the request of either an applicant or a program if arbitration proceedings have been initiated and the outcome is pending. If for any reason a deferred commitment cannot or will not be honored, one or both parties shall submit to the NRMP a request for a waiver according to the procedures set forth in Sections 2.4 and 3.6 of this Agreement.

4.0 Communications

Complete, timely, and accurate exchanges of information are essential to the residency application, interview, and matching processes.

4.1 From the NRMP

Except as otherwise expressly provided in this Agreement, all communications from the NRMP to a Match participant shall be transmitted electronically to the email address designated by the participant at the time of registration in the **R3** system. The participant is responsible for providing the correct email address in the **R3** system at the time of registration and for updating the email address, if necessary, during the matching process. If involved in a waiver or violation investigation, the participant also is responsible for conveying any change in email address to the NRMP after the Match has concluded.

References to communications from the NRMP in this Agreement, the NRMP Waiver Policy, the NRMP Violations Policy, or such other policy as may be implemented by the NRMP from time to time shall mean communication by electronic transmission; provided, however, that the NRMP shall continue to communicate in writing violations of this

Agreement that have been confirmed in a Final Report (“confirmed violation”) as provided in Section 7.2.

4.2 Between Applicants and Programs

Between the Rank Order List Certification Deadline and Match Day, applicants shall not apply for, discuss, interview for, or accept any position that would run concurrent with positions offered in the **Specialties Matching Service**. Similarly, all programs in Match-participating institutions shall refrain from discussing, interviewing for, or offering positions between the Rank Order List Certification Deadline and Match Day. If a match occurs, both applicants and programs shall abide by their respective obligations in the event of a waiver request (Sections 2.4, 3.6, 5.1) during the entirety of the Match process.

4.3 Between Program Director Groups and NRMP

The program directors' group representing the programs in a particular specialty desiring to participate in the **SMS** must designate a "specialty representative" to be responsible for overseeing the Match process and to be the group's official representative to the NRMP on all matters regarding the group's programs that register for the **SMS** Match. The specialty representative will be responsible for negotiating the terms of the services to be provided for the specialty by the NRMP, and must have the authority to execute the "NRMP Program Directors' Annual Participation Agreement" on behalf of the group and to commit to the NRMP the active participation in the **SMS** Match of 75 percent of the programs in such specialty and 75 percent of the available positions in a given year.

4.4 Schedules and Deadlines

An annual Schedule of Dates is published by the NRMP and is incorporated in this Agreement by reference. Time is of the essence in this Agreement and adherence to those dates is essential. All information must be received by the NRMP by the published deadlines.

Sponsoring institutions and their programs set their own application deadlines. Applicants must comply with individual program schedules.

4.5 Use of Match Information

It is a violation of this Agreement if any applicant or program shares any Match information from or maintained in the **R3** system, including but not limited to, information from the List of Unfilled Programs, with any individual who is not registered for the **Specialties Matching Service** or allows an individual who is not registered for the **Specialties Matching Service** to use the registrant's unique username and password to access the **R3** system to obtain match information. In addition, it is a violation of this Agreement if any Match information from or maintained in the **R3**

system, including but not limited to, information from the List of Unfilled Programs, is copied, distributed, or posted by any applicant or program to any website or non-NRMP-related matching plan. 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 Match information from the **R3** system already is in the public domain. If the NRMP initiates a violation investigation, the NRMP shall follow the procedures set forth in Section 7.0 of this Agreement.

4.6 Completeness, Timeliness, and Accuracy of Information

Applicants are at all times responsible for the completeness, timeliness, and accuracy of the information they provide to programs. The submission of information by an applicant during the application (including information submitted through the Electronic Residency Application Service (ERAS) or another application process), interview, and/or matching processes, as well as information submitted in the course of waiver requests, violation investigations, and arbitration proceedings, that is false, misleading, incomplete, or plagiarized from another source is a violation of this Agreement. The omission of information that would reasonably be considered pertinent to a program's decision whether to rank an applicant, to determine an applicant's ability to satisfy program requirements or standards, or to identify circumstances that may reasonably be expected to affect adversely the applicant's licensure status, visa status, or ability to start the training program, shall be considered a violation of this Agreement.

Applicants have an obligation to submit complete, timely and accurate information to the programs to which they apply for the period beginning with submission of an application through the 45th day following the start date in the appointment contract of the program position obtained through the matching algorithm. Applicants also have an obligation to provide complete, timely, and accurate information to the NRMP beginning with the submission of an electronically signed Match Participation Agreement through the 45th day following the start date of the training program to which the applicant matched, or through the conclusion of any NRMP-related waiver review, violation investigation, or appeal process, whichever is later.

Programs are at all times responsible for the completeness, timeliness, and accuracy of information they provide to applicants. Programs shall provide 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. Programs also must provide all institutional policies regarding eligibility for appointment to a residency or fellowship position. The contract and all other information must be communicated to applicants in writing prior to the applicable Rank Order List Certification Deadline.

Programs also have an obligation to submit complete, timely, and accurate information to the NRMP for the period beginning with submission of an electronically signed Match Participation Agreement until the 45th day following the start date of program positions processed by the matching algorithm or the conclusion of any NRMP-related waiver review, violation investigation, or appeal process, whichever is later.

The NRMP is not responsible for ensuring the accuracy of information exchanged between applicants and programs. However, if the NRMP believes it has credible evidence that an applicant or program has violated the terms of this Agreement, the NRMP is authorized to take appropriate action, as described in Section 7.0 including, but not limited to, withdrawing the applicant or program from the **SMS** and reporting the violation by the applicant or program to the ABMS, the ACGME, and/or the program directors' group, in accordance with Section 7.0.

4.7 Confidentiality

The information submitted to the NRMP on both applicant and program rank order lists is confidential. It is the policy of the NRMP not to disclose such information in any manner that permits individual identification of either applicants or programs. Applicants and programs have the right to keep their rank order lists confidential and not to share them with any individual or entity.

In addition, information contained in the NRMP's **R3** system is confidential and available only to registered applicants and program directors and other authorized users. Unauthorized use or disclosure of such information to persons not entitled to access it shall be considered a violation of this Agreement.

5.0 Matching and Appointing Rules

5.1 Match Commitment

The listing of an applicant by a program on its certified rank order list or of a program by an applicant on the applicant's certified rank order list establishes a binding commitment to offer or to accept an appointment if a match results and to start training in good faith (i.e., with the intent to complete the program) on the date specified in the appointment contract. The binding commitment shall be deemed to have been honored so long as the applicant enters and remains in the training program through the first 45 days after the start date of the relevant appointment contract. Absent a waiver from the NRMP, failure to honor this commitment by either party shall be a breach of this Agreement and may result in penalties to the breaching program or applicant, as described in Section 7.0.

The binding commitment may be released only through the waiver procedures set forth in Sections 2.4 and 3.7 of this Agreement. Each such

appointment is subject to the official policies of the appointing institution in effect on the date the program submits its rank order list and is contingent upon the matching applicant meeting all eligibility requirements imposed by those policies. Those requirements must be communicated to applicants in writing prior to the applicable Rank Order List Certification Deadline. It is recommended that each program obtain a signed acknowledgment of such communication from each applicant who interviews with such program.

An applicant who gives notice of resignation, resigns, or vacates a matched position within 45 days of the start date specified in the appointment contract shall be presumed to have breached this Agreement unless evidence is submitted, through the NRMP waiver process, sufficient to show that the applicant entered into the program in good faith and the NRMP determines that applicant has a reasonable basis to be released from the binding commitment to the program under procedures set forth in Section 2.4 of this Agreement.

If the NRMP receives information that a program has encouraged or supported an applicant with a match commitment to seek a concurrent year position absent a waiver from the NRMP, the NRMP will initiate an investigation to determine whether the applicant or program has violated the terms of this Agreement.

A program that terminates a resident within 45 days of the start date specified in the appointment contract shall be presumed to have breached this Agreement unless evidence is submitted through the NRMP waiver process sufficient to show that the program entered into the contract in good faith and the NRMP determines the program has a reasonable basis to be released from the binding commitment to the applicant under the procedures set forth in Section 3.7 of this Agreement.

After the general announcement of Match results, each program shall forward letters of appointment to all applicants who have matched with that program. Applicants are expected to return one copy of the letter of acceptance to the program before the deadline stated in the letter.

5.2 Rules of Appointment

Any program that discusses, interviews for, or offers a position to an applicant who has a binding commitment to a concurrent year position in another program or who is ineligible as a result of a denied waiver or a confirmed violation that is final, shall be in breach of this Agreement and may be subject to the penalties described in Section 7.0. Programs shall not interview for or discuss with an applicant any potential position unless the program has first determined that the applicant is eligible for appointment. **Programs shall determine the applicant's eligibility by verifying the applicant's appointment status in the Applicant Match History that is available in the R3 system and/or by contacting the NRMP to obtain that information.**

5.3 Rank Order List Certification

To participate in the **SMS**, programs and applicants must (a) register with the **SMS** and (b) submit certified rank order lists electronically using the **R3** system. Use of the **R3** system requires Internet access using common browser programs. Rank order lists cannot be submitted by mail or in any way other than through the **R3** system.

Access to the **R3** system is limited to registered programs and applicants and other authorized users. Each authorized user must enter a unique username and password.

The rank order list ("ROL") can be entered in more than one session and can be modified multiple times prior to the applicable Rank Order List Certification Deadline. Parties are encouraged to finish this process at least a week before the ROL certification deadline, prior to the peak utilization period when the Match Site may be less accessible. **THE NRMP DOES NOT GUARANTEE THE AVAILABILITY OF THE R3 SYSTEM AND WILL NOT MODIFY IN ANY WAY THE RANK ORDER LISTS OF APPLICANTS OR PROGRAMS.**

Applicants and programs must certify their rank order list before the applicable Rank Order List Certification Deadline. After the Rank Order List Certification Deadline, the NRMP will certify an applicant or program rank order list on behalf of the applicant or program only upon the written request and consent of the applicant or program. Such written request and consent must be received by NRMP within 48 hours of the applicable Rank Order List Certification Deadline. Only the rank order list displayed in the **R3** system at the time of the deadline will be certified through this courtesy certification process. The NRMP will not create or modify a rank order list at any time for any reason.

5.4 Program Changes

Programs may make quota changes, additions, withdrawals, and other changes in the positions they desire to fill through the **SMS**. Such changes must be approved by the institutional official responsible for the program making the change as described in Section 3.4.1, and must be made in the **R3** system, by the applicable Quota Change Deadline for the **SMS** Match in question. Exceptions to this deadline may be requested by the program director or institutional official for cases of extreme emergency, such as loss of funding or accreditation. In such cases, a written request for relief should be made to the NRMP.

6.0 Other Obligations of Match Participants

6.1 Duty to Act in a Professional and Ethical Manner

All participants in the **Specialties Matching Service** shall conduct their affairs in an ethical and professionally responsible manner. The duty

under this Agreement to act in an ethical and professionally responsible manner extends throughout the application, interview, and matching processes and until the 45th day following the start date of training in the appointment contract or the conclusion of any NRMP-related waiver review, violation investigation, or appeal process, whichever is later.

6.2 Restrictions on Persuasion

One of the purposes of the **Specialties Matching Service** is to allow both applicants and programs to make selection decisions on a uniform schedule and without coercion or undue or unwarranted pressure. All participants in the Match shall respect the right of applicants to freely investigate program options prior to submission of a final rank order list. Both applicants and programs may express their interest in each other; however, they shall not solicit verbal or written statements implying a commitment. Applicants shall at all times be free to keep confidential the names or identities of programs to which they have or may apply. The NRMP recommends that each program director and applicant read carefully the Match Communication Code of Conduct for information on acceptable methods of interaction during the interview and matching processes.

In addition, during the interview and matching processes, it is a breach of this Agreement for:

- (a) a program to request applicants to reveal the names, specialties, geographic locations, or other identifying information about programs to which they have or may apply; or
- (b) a program to request applicants to reveal ranking preferences; or
- (c) an applicant to suggest or inform a program that placement on a rank order list is contingent upon submission of a verbal or written statement indicating the program's preference; or
- (d) a program to suggest or inform an applicant that placement on a rank order list is contingent upon submission of a verbal or written statement indicating the applicant's preference; or
- (e) a program and an applicant in the **SMS** to make any verbal or written contract for appointment to a concurrent year residency or fellowship position prior to the release of the List of Unfilled Programs.

Only the final preferences of programs and applicants, as expressed on their final certified rank order lists, will determine the offering of positions and the placement of applicants through the SMS.

7.0 Match Violations

7.1 NRMP Violations Policies and Procedures

All **SMS** participants shall behave in an ethical and responsible manner during the matching process and shall comply with the terms and conditions of this Agreement. It is the policy of the NRMP to investigate alleged breaches of this Agreement, including but not limited to: failure to provide complete, timely, and accurate information during the application, interview, and matching process; discrepancies in graduation credentials; attempts to subvert eligibility requirements or the matching process itself; failures to offer or accept an appointment as required by the results of a Match; and any other irregular behavior or activities that occur in connection with registration, the submission or modification of a rank order list, and/or the participant's commitment to honor the Match outcome. **SMS** participants shall report to the NRMP any suspected violation of the applicable Match Participation Agreement.

The NRMP Policies and Procedures for Reporting, Investigation, and Disposition of Violations of NRMP Agreements ("Violations Policy") govern the NRMP's handling of Match violations. The Violations Policy is incorporated by reference in and constitutes an integral part of this Agreement.

At any time before the Match results are released, the NRMP may withdraw any applicant or program from the **SMS** if the NRMP believes it has credible evidence that the applicant or program has violated the terms of this Agreement. Upon withdrawing an applicant or program from the **SMS**, the NRMP shall note in the **R3** system that the applicant or program is the subject of "pending action" until the applicant or program has waived or exhausted the opportunity to contest the adverse action. Applicants or programs withdrawn under sections 2.3.2 (c), 3.3.2, or 7.0 of this Agreement shall be afforded an opportunity to be heard in accordance with the Violations Policy.

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. Therefore, any decision by the NRMP to withdraw an applicant or program under this section shall remain in place and shall not be subject to any suspension in the event the applicant or program chooses to contest the withdrawal or other action by the NRMP under the dispute resolution process set forth in Section 14.0.

Upon confirmation by a Review Panel that the applicant or program has violated the terms of this Agreement, the NRMP shall note in the **R3** system that the applicant or program is the subject of "pending action" if the applicant or program elects to contest the adverse action. The designation shall remain in place until the applicant or program has waived or exhausted the opportunity to contest the adverse action pursuant to the Violations Policy.

7.2 Consequences of Confirmed Violations

The consequences of a confirmed violation of this Agreement are set forth in the Violations Policy. They include the following:

7.2.1 Applicants

If the NRMP's investigation of an alleged Match violation by an applicant results in a finding that an applicant has committed a violation of this Agreement, the processing of the applicant's rank order list may be interrupted. The NRMP at its discretion may withdraw the applicant from the **SMS** Match.

If a matched applicant is the subject of a violation investigation, the program to which the applicant matched may not fill the position with another applicant until the NRMP has issued the 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.

The NRMP's Final Report on the confirmed violation will be delivered to the applicant with copies to:

- (1) the applicant's medical school official, with a request that the Final Report be placed in the applicant's permanent file
- (2) the Educational Commission for Foreign Medical Graduates if the applicant is a graduate of an international medical school
- (3) the NRMP institutional official and the director of the program to which the applicant matched
- (4) the NRMP institutional official and the director of the program to which the applicant has applied or switched (if known)
- (5) the party who originally reported the violation
- (6) the NRMP Executive Committee
- (7) the American Board of Medical Specialties
- (8) the American Osteopathic Association

(9) the applicant's residency program director

(10) the Federation of State Medical Boards if the applicant is to be permanently identified as a Match violator or permanently barred from future NRMP Matches

(11) any parties whom the NRMP has determined are relevant to its investigation

(12) state medical licensure boards, if requested by the applicant

In addition, the applicant may be barred from subsequent NRMP Matches and/or identified as a Match violator to participating programs for one to three years or permanently, as determined by the NRMP. The applicant also may be barred for one year from accepting an offer of a position or a new training year, regardless of the start date, in any program sponsored by a Match-participating institution, and/or starting a position or a new training year in any program sponsored by a Match-participating institution if training would commence within one year from the date of issuance of the Final Report. Further, any applicant who has been denied a waiver of a binding commitment and who does not accept the matched position may be barred for one year from accepting an offer of a position or a new training year, regardless of the start date, in any program sponsored by a Match-participating institution and/or from starting a position or a new training year in any program sponsored by a Match-participating institution if training would commence within one year from the date of the NRMP's decision on the waiver.

The decision conveyed in the Final Report will be displayed in the **R3** system Applicant Match History for one to three years or permanently, as determined by the NRMP. Term limits of any sanction(s) imposed for the violation will be included to identify the length of time the action is in effect.

The NRMP has sole discretion to determine which of the sanctions described above shall be applied in the event an applicant violates this Agreement. Failure to comply with sanctions levied as a result of a confirmed violation that is final may result in a new investigation and additional sanctions.

7.2.2 Programs

If the NRMP's investigation of an alleged Match violation by a program results in a finding that a program has committed a violation of this Agreement, the processing of the program's rank order list may be interrupted. The NRMP at its discretion may withdraw the program from the **SMS** Match.

The NRMP's Final Report on the confirmed violation will be delivered to the program director with copies to:

- (1) the NRMP institutional official for transmittal to the institution's graduate medical education committee
- (2) the chair of the institution's graduate medical education committee
- (3) the ACGME for distribution to the respective Residency Review Committee (RRC) and the Institutional Review Committee
- (4) the respective specialty program director association
- (5) the party who originally reported the violation
- (6) the NRMP Executive Committee
- (7) any parties whom the NRMP has determined are relevant to its investigation

In addition, the program may be barred from future NRMP Matches and/or identified as a Match violator for one to three years or permanently, as determined by the NRMP. The decision conveyed in the Final Report will be displayed in the Institution and Program Violations report in the **R3** system for one to three years or permanently, as determined by the NRMP. Term limits of any sanction(s) imposed for the violation will be included to identify the length of time the action is in effect.

All programs at a sponsoring institution, regardless of the program's Match participation status, are prohibited from offering a position to an applicant who has been barred for one year from accepting or starting a position or a new training year because a waiver request has been denied

by the NRMP or because of a confirmed violation of the Match Participation Agreement. If a program offers a position to such applicant, or if an applicant accepts such a position, and training would commence within one year of the date of the NRMP's waiver decision or the date of issuance of the Final Report, the NRMP will initiate an investigation to determine whether the applicant or program has violated the terms of the Agreement.

The NRMP has sole discretion to determine which of the sanctions described above shall be applied in the event a program violates this Agreement. Failure to comply with sanctions levied as a result of a confirmed violation that is final may result in a new investigation and imposition of new sanctions.

8.0 Fees and Fee Refunds

Fees paid by applicants, programs and institutions are not refundable.

8.1 Applicant Fees

Applicants with unpaid fees shall be withdrawn from an **SMS** Match. Applicants who are withdrawn from the **SMS**, either by their choice or by the NRMP, will not have their fees refunded.

8.1.1 Applicant Registration Fee

The applicant must pay an applicant registration fee before the NRMP will accept the applicant's registration. Applicants are responsible for all fees and actions associated with their registration and NRMP account.

8.1.2 Rank Order List Fee

An extra rank fee is due from each single applicant who ranks more than 20 unique program codes on the applicant's rank order list ("ROL") and from each partner of a couple who ranks more than 20 unique program codes on the applicant's ROL. An extra rank fee shall be charged for each program code included on a rank order list that exceeds the limits specified above.

8.1.3 Length of Rank Order List Fee

A length of rank order list fee is due from each single applicant and from each partner of a couple with a rank order list that includes 100 or more ranks. The length of rank order list fee will increase based on the overall length of the ROL.

Extra rank fees and length of rank order list fees are due at the time the rank order list is certified and are not refundable if the applicant subsequently reduces the number of program codes on the ROL. The **R3** system will display an invoice for any fees due upon certification of the rank order list. The applicant must make the necessary payment by credit card through the **R3** system.

8.1.4 Couples' Fee

Each partner of a couple must pay a couple registration fee at the time each partner registers as a couple. The couples' fee is not refundable if the partners subsequently decide not to participate in the **SMS** Match as a couple.

8.1.5 Unpaid Applicant Fees

Rank order lists will not be accepted from any applicant whose registration fee, or any other fees due the NRMP, has not been paid. Applicants who are withdrawn from the **SMS** due to unpaid fees will not be allowed access to the List of Unfilled Programs and may be barred permanently from participation in future Matches. In addition, applicants who authorize a credit card chargeback of NRMP fees without NRMP consent may be withdrawn from the Match and/or barred permanently from participation in future Matches.

8.2 Institution and Program Fees

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

Each institution must pay 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 invoice the institution for those fees and all incurred expenses, which must be paid within thirty (30) calendar days of the invoice date. The invoice will be sent 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 Fellowship Match until all fees are remitted by the institution to the NRMP.

8.3 Fee Payment Procedures

All fees must be paid in U.S. dollars by credit card through the **R3** system by the due date for such fees. Applicant registration fees must be paid at the time of registration. By electing to pay by credit card, each applicant authorizes the NRMP to supply the bank with information it requires in order to resolve inquiries regarding related credit card charges. If the credit card is not approved for the amount necessary to cover the applicable fees, the applicant will not be allowed to register unless replacement credit card information is entered through the **R3** system and processed successfully prior to the scheduled opening of the **R3** system for rank order list entry.

9.0 Use of Information

Each program and applicant authorizes the NRMP to request, obtain, transmit, and receive identifying information, including information in the **R3** system, 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 authorized users engaged in postgraduate medical education for purposes of collecting and verifying data submitted by the applicant or program, establishing postgraduate training data bases, conducting a Matching Program, or effecting a match. For the avoidance of doubt, a rank order list submitted by an applicant or program is confidential and the NRMP will not disclose or release applicant or program ranking information that is clearly and uniquely identifiable with an applicant or program, except in response to a subpoena or an order from a court of competent jurisdiction.

Each program and applicant also authorizes the NRMP to use any information provided by such program or applicant to the NRMP, including but not limited to USMLE scores, COMLEX scores, AOA membership, volunteer and work experiences, in any study approved by the NRMP, provided that no information clearly and uniquely identifiable with such program or applicant is disclosed in reports resulting from such study.

Each applicant also authorizes the NRMP to release applicant **SMS** 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 the 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**[®] program director for the purpose of verifying where the applicant matched for a fellowship position.

Each applicant also authorizes the NRMP to post Match information in the **R3** system Applicant Match History.

10.0 Representations and Warranties

Each program and applicant represents and warrants to the NRMP that all of the information provided, or that will be provided, by such program or applicant to the NRMP is at all times complete, timely, and accurate to the best of such program's or 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 program and 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 Policy, and each program represents that he/she and his/her personnel using and accessing NRMP information have read, understood, and will abide by the NRMP's Privacy Statement.

11.0 Disclaimers

The parties acknowledge that the fees charged by the NRMP for participation in the **SMS** 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:

- (a) the NRMP,
- (b) any vendor providing equipment, software, or services to the NRMP, nor
- (c) 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 **SMS**, the use of the **R3** system, or the automated systems and services utilized by the NRMP to implement the **SMS** 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 **SMS** 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 SMS, 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, the 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.

12.0 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.

13.0 Notices

All notices to the NRMP, other than those given in accordance with Section 7.0, 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, other than those given in accordance with Section 7.0, 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. All 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. 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.

14.0 Dispute Resolution

Except for the granting or denial of a waiver as noted in Sections 2.4 and 3.7 of this Agreement, all 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 **SMS** must 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 sanction(s) 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 arbitrators 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 the 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 the 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.

15.0 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 **SMS**, may be brought in an arbitral, judicial, or other proceeding 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 in accordance with the Violations Policy, or if the party does not file a written demand for arbitration in accordance with the Violations Policy, that party is deemed to have waived and is barred from later filing a demand for arbitration or seeking other relief.

16.0 General

This Agreement is governed by the laws of the District of Columbia, excluding its choice of law 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 **SMS** 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.

17.0 Applicant Authorization for Release of Test Scores (APPLIES TO APPLICANTS ONLY)

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.

As set forth in the physician profile section of my Match registration, I have given my consent (or refused as the case may be) to permit my test score data to be

used for research involving the Match and graduate medical education as long as no information clearly and uniquely identifying me is disclosed in studies or reports resulting from such research.

18.0 Glossary of Terms

18.1 **Applicant:** A medical school graduate, or physician-in-training, or physician who has registered or is eligible to register for the current Match.

18.2 **Arbitrary and Capricious:** means that there is no basis in fact for a finding of a violation or that the sanction imposed is grossly disproportionate to the violation determined.

18.3 **Enters a training program:** an applicant has entered a training program if a contract has been signed and the applicant is actively attending or training in a program. If an applicant has signed a contract but is not actively attending or has not started training in a program, a waiver of the match commitment is required. The binding commitment shall be deemed to have been honored and a waiver is not required so long as the applicant enters and remains in the training program through the first 45 days after the start date of the relevant appointment contract.

18.4 **Institutional Official:** The person designated by an institution to be responsible for oversight of all Match-related activities for the institution's programs.

18.5 **Institutional Administrator:** An individual assigned by the institutional official to assist with oversight and management of the institution's programs in the Match.

18.6 **Match commitment:** The listing of an applicant by a program on its certified rank order list or of a program by an applicant on the applicant's certified rank order list establishes a binding commitment to offer and to accept an appointment if a match occurs and to start training in good faith (i.e., with the intent to complete the program) on the date specified in the appointment contract. The binding commitment shall be deemed to have been honored so long as the applicant enters and remains in the training program through the first 45 days after the start date of the relevant appointment contract.

18.7 **Match process or matching process:** the period of time from the date an applicant or program submits an electronically signed Match Participation Agreement until the 45th day following the start date of the program to which an applicant has matched, or the conclusion of any waiver, violation or appeal process, or final disposition by a court, whichever is later.

18.8 **Program Director:** The primary contact for managing Match activities for a designated program.

18.9 **Program Coordinator:** An individual designated by the program director to assist the program director in managing Match activities.

18.10 Representatives of the training program: any faculty, staff, or other individual: i) who has authority to offer a position in a program to an applicant, ii) who is involved in the interviewing and/or decision-making process that may result in an offer of a position to an applicant; or iii) who by virtue of his/her rank, role, responsibility, or tenure can speak for the program or otherwise influence the decision to offer a position to an applicant.

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