



Match Participation Agreement For Medical Schools For the 2020 **Main Residency Match**[®]

Terms and Conditions of the Match Participation Agreement Between Medical Schools and the NRMP

These are the terms and conditions of the Match Participation Agreement that each U.S. and Canadian allopathic medical school or school of osteopathy ("medical school" or "school") desiring to facilitate its students' and graduates' participation in the **Main Residency Match** of the National Resident Matching Program ("NRMP") 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 school and the NRMP.

If the NRMP accepts the registration of the medical school in question, the NRMP will register the school and allow such school's authorized personnel to enter data and access certain information related to the **Main Residency Match**, as described briefly in Section 1.0 below. In consideration of this registration, each medical school agrees to comply with all of the terms and conditions of this Match Participation Agreement (also referred to as "this Agreement").

Table of Contents

- 1.0 Introduction to the Main Residency Match
- 2.0 School Official
 - 2.1 Designation
 - 2.2 Responsibilities
- 3.0 School Administrator
 - 3.1 Designation
 - 3.2 Responsibilities
- 4.0 Use of Match Site
 - 4.1 Access to Match Information
 - 4.2 Use of Passwords
- 5.0 Applicants
- 6.0 Communications
 - 6.1 Duty to Act in a Professional and Ethical Manner
 - 6.2 From the NRMP
 - 6.3 Between the School and the NRMP

- 6.4 Between Applicants, Schools, and the NRMP
 - 6.5 Between Schools and Programs
 - 6.6 Schedules and Deadlines
 - 6.7 Use of Match Information
 - 6.8 Completeness, Timeliness, and Accuracy of Information
 - 6.9 Confidentiality
 - 6.9.1 Applicant Rank Order Lists
 - 6.9.2 Safeguarding School Match Information
 - 7.0 Match Week Supplemental Offer and Acceptance Program
 - 7.1 Participation: Applicants
 - 7.2 Participation: Programs
 - 7.3 Match Week Communications
 - 7.3.1 SOAP-Eligible Applicants
 - 7.3.2 SOAP-Ineligible Applicants
 - 7.3.3 Medical Schools
 - 8.0 Match Violations
 - 8.1 NRMP Violations Policies and Procedures
 - 8.2 Consequences of Confirmed Violations
 - 8.2.1 Medical Schools
 - 9.0 Use of Information
 - 10.0 Representations and Warranties
 - 11.0 Disclaimers
 - 12.0 Limitation of Liability
 - 13.0 Notices
 - 14.0 Dispute Resolution
 - 15.0 Limitation of Action
 - 16.0 General
 - 17.0 Glossary of Terms
-

1.0 Introduction to the Main Residency Match

The **Main Residency Match** (“the Match”) provides a system for the confidential selection of applicants to graduate medical education programs 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. If a match does not occur, applicants may seek to obtain positions during the Match Week **Supplemental Offer and Acceptance Program**[®] (**SOAP**[®]). Only applicants and programs that have registered with the NRMP and agreed to abide by the terms and conditions of the Match Participation Agreement Among Applicants, the NRMP, and Participating Programs may participate in the **Main Residency Match**.

The Match is managed through the NRMP's **Registration, Ranking and Results (R3)** system. Match Week is the period of time when applicants and programs learn the results of the **Main Residency Match**, beginning at 11:00 a.m. eastern time on Monday and ending at 1:00 p.m. eastern time on Friday. A match between an applicant and a program or a position offered and accepted during **SOAP** constitutes a binding commitment between the two parties in accordance with the terms of the Match Participation Agreement Among Applicants, the NRMP, and Participating Programs that each enters into at the time of registration. Any breach of that commitment may result in penalties to the breaching applicant or program, as described in Section 8.0 of the Main Residency Match Participation Agreement for Applicants and Programs.

The NRMP seeks to maintain the highest professional standards in the conduct of the **Main Residency Match** and in its interactions with all participants: applicants, program directors, institutional officials, and student affairs deans.

All parties to this Agreement acknowledge that (a) the NRMP does not provide application services to applicants or programs; (b) applicants must apply directly to the programs with which they desire to match in addition to registering with the NRMP **Main Residency Match** 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 School Official

2.1 Designation

Each medical school must designate an NRMP school official to be responsible for overseeing the Match process and to be the school's official spokesperson to the NRMP on all matters regarding applicants from such school. It is recommended that the school official be the dean for student affairs or the dean for academic affairs.

2.2 Responsibilities

In addition to the general responsibilities in Section 2.1, the NRMP school official will:

- 2.2.1. Provide information required for the registration of the medical school and ensure the accuracy of such information.

2.2.2. Ensure that all of the school's senior students who desire to participate in, are eligible for, and are sponsored by the school for the **Main Residency Match** ("sponsored applicants") complete the registration process in the **R3** system and execute the applicable Match Participation Agreement prior to the applicant registration deadline.

2.2.3. Upload through the **R3** system a list of the school's sponsored applicants who are eligible to participate in the **Main Residency Match**.

2.2.4. Prior to the Rank Order List Certification Deadline, verify through the **R3** system the eligibility to enter graduate medical education of all sponsored applicants registered for the **Main Residency Match** and verify the graduation of all applicants claiming to be previous graduates of the school who have registered for the **Main Residency Match**.

2.2.5. Through the **R3** system, immediately revoke the school's sponsorship and withdraw from the Match prior to the Rank Order List Certification Deadline any sponsored applicant who is determined by the school official to be ineligible to enter graduate medical education on July 1 in the year of the Match. If a medical school revokes its sponsorship of and withdraws from the Match a sponsored applicant because the student is ineligible to enter graduate medical education on July 1 in the year of the Match, (a) the student's rank order list shall not be used when the matching algorithm is processed, and (b) the student will not be eligible to participate in the Match Week **Supplemental Offer and Acceptance Program** unless by 5:00 p.m. eastern time on the Wednesday prior to Match Week, the student becomes eligible to enter graduate medical education on July 1 in the year of the Match.

A sponsored applicant who has been withdrawn from the Match (a) may submit applications to non-Match-participating programs no earlier than 3:00 p.m. eastern time on Monday of Match Week; (b) may accept a position in a non-NRMP Match-participating program no earlier than 12:00 p.m. eastern time on Wednesday of Match Week; and/or (c) may seek a position in an NRMP Match-participating program no earlier than 11:00 a.m. eastern time on Thursday of Match Week when the **Supplemental Offer and Acceptance Program** has concluded, provided training begins on or after July 1 in the year of the Match and before February 1 in the year immediately following the Match. If the student elects to participate in the Match the following year, the student will be a sponsored applicant.

2.2.6. Withdraw sponsored applicants registered for the **Main Residency Match** who received positions in U.S. military graduate medical education programs prior to the Rank Order List

Certification Deadline. Such students will be ineligible to participate in **SOAP** for concurrent year NRMP positions.

2.2.7. When any other circumstances with respect to a sponsored applicant make it appropriate or necessary for such student to withdraw from the **Main Residency Match**, communicate such withdrawal to the NRMP prior to the Rank Order List Certification Deadline through the **R3** system. Withdrawal from the **Main Residency Match** is appropriate only for valid reasons, including withdrawal from medical school, a leave of absence from medical school, delayed graduation, or death. Withdrawing a sponsored applicant to accept a position, including a preliminary position for a program that participates in another national matching plan, outside the **Main Residency Match** is a violation of this Agreement unless the position is with a program that is a part of CaRMS, the U.S. military service, or any other national matching plan. Any such violation of this Agreement may result in penalties to the school, as described in Section 8.0.

2.2.8. Respond promptly and accurately to all inquiries by the NRMP concerning students and graduates of the school who have registered or requested registration in the **Main Residency Match**.

2.2.9. Appoint a school administrator, if so desired, to assist in oversight of the participation of the school's students in the **Main Residency Match** and in communicating with the NRMP.

2.2.10. Develop and implement procedures to protect the confidentiality of all school passwords and promptly notify NRMP (a) if there is reason to believe that any school password has been discovered by a third party and (b) of any unauthorized use of a school password or any other breach of security.

3.0 School Administrator

3.1 Designation

The NRMP school official has the option of designating a school administrator to assist with the oversight of the Match process at the school. The school administrator usually is a staff person in the graduate medical student affairs or academic affairs office.

3.2 Responsibilities

The NRMP school administrator may enter or change selected school and applicant reference data. In addition, the school administrator may access all of the school and applicant data available to the school through the **R3** system.

4.0 Use of the Match Site

4.1 Access to Match Information

The school will be given read-only access through the **R3** system to certain information with respect to applicants who are students or graduates of such school. Such information may include the identities of the students and graduates of the school who have registered for the **Main Residency Match** and the programs to which they have matched but will not include the rank order lists of any applicant or program.

4.2 Use of Passwords

The school is responsible for maintaining the confidentiality of all school passwords and is fully responsible for any actions taken in the **R3** system by anyone using any school username and password. If the school has reason to believe that any school password has been discovered by a third party, the school must notify the NRMP immediately. Further, the school must notify the NRMP immediately of any unauthorized use of any school password or any other breach of security.

Each school official also 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.

5.0 Applicants

The term "applicant" applies to any medical school student or graduate who has registered or intends to register for the **Main Residency Match**. Applicants who have registered or intend to register for the **Main Residency Match** shall comply with the terms of the Match Participation Agreement for Applicants and Programs.

In order for an applicant to participate in the **Main Residency Match**, prior to the scheduled start date for the position(s) for which the applicant is applying, the applicant 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. It is the responsibility of each medical school to communicate the eligibility of its sponsored senior students to participate in the **Main Residency Match** directly to the NRMP through the **R3** system. Failure to withdraw a sponsored applicant who will be ineligible to enter graduate medical education on July 1 in the year of the Match is a breach of this Agreement and may result in penalties to the school, as described in Section 8.0.

It is the policy of the NRMP to withdraw from the **Main Residency Match** all applicants whose eligibility is not confirmed prior to the applicable Rank Order List Certification Deadline. If after the matching algorithm has been processed the NRMP receives information from the medical school that an applicant is ineligible to enter graduate medical education training on July 1 in the year of the Match, the NRMP shall grant an immediate waiver to the applicant. The NRMP shall also grant an immediate waiver to the program where the applicant matched.

5.1 Sponsored Applicants

The term "sponsored applicant" refers to a student enrolled in a medical school accredited by the Liaison Committee on Medical Education (LCME) or a student enrolled in a school accredited by the American Osteopathic Association (AOA) Commission on Osteopathic College Accreditation (COCA) at the time of registration for the Match. A sponsored applicant's eligibility to participate in the **Main Residency Match** and to enter graduate medical education on July 1 in the year of the Match shall be based on the graduation requirements of the applicant's medical school and shall be verified by the applicant's medical school no later than the Rank Order List Certification Deadline.

A sponsored applicant may withdraw from the **Main Residency Match** only through the applicant's medical school official.

Medical school officials shall determine the eligibility of their sponsored applicants to enter graduate medical education prior to the Rank Order List Certification Deadline. If the medical school official determines that a sponsored applicant is ineligible to enter graduate medical education on July 1 in the year of the Match, the medical school shall withdraw the applicant from the Match and notify the NRMP prior to the Rank Order List Certification Deadline. If the medical school official determines after the Rank Order List Certification Deadline or after the Match results have been released that a sponsored applicant is ineligible to enter graduate medical education by July 1 in the year of the Match, the school shall immediately notify the NRMP in writing.

A sponsored applicant who is withdrawn from the **Main Residency Match** by the medical school official as a result of ineligibility may accept a position outside the Match no earlier than 12:00 p.m. eastern time on Wednesday of Match Week as long as training will begin on or after July 1, 2020 and before February 1, 2021. Students who are withdrawn due to ineligibility and who elect to participate in the Match the following year will be sponsored applicants. Sponsored applicants who are withdrawn from the **Main Residency Match** for reasons other than ineligibility may accept a position outside the Match provided training begins before February 1, 2021.

6.0 Communications

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

6.1 Duty to Act in a Professional and Ethical Manner

All participants in the **Main Residency Match** 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, matching processes, and **SOAP** 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 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 in the **R3** system. The participant is responsible for providing the correct email address in the **R3** system and updating the email address, if necessary, during the matching process.

If a Match participant is involved in a waiver or violation investigation, the participant is responsible for conveying any change in email address to the NRMP after the Match has concluded.

In addition to communication via electronic transmission, the NRMP shall communicate violations of this Agreement that have been confirmed in a Final Report (confirmed violation) as provided in Section 8.2. Paper copies of the Report will be distributed by regular mail if an email address is not available.

If the participant unsubscribes from NRMP emails or notices, the NRMP shall have no responsibility for sending NRMP information or providing for its receipt.

6.3 Between the School and the NRMP

To facilitate communication, the NRMP school official is responsible for all communication with the NRMP on behalf of the school. All changes made by a school concerning the eligibility or participation of applicants who are students or graduates of such school must be communicated directly to the NRMP by the school official or the NRMP school administrator through the **R3** system, as identified below.

After registration of the school, the NRMP school official and the school administrator are responsible for updating the school information and the information concerning students and graduates.

6.3.1 Changes after Registration

All changes must be submitted to the NRMP through the appropriate screen in the **R3** system, including:

My School Information

My School Administrator Information

My Students and Graduates

Verify Graduation Credentials

Verify Participation Status

Withdraw Student

6.4 Between Applicants, Programs, and the NRMP

Beginning at 3:00 p.m. eastern time on Monday of Match Week, communication between unmatched applicants and programs with unfilled positions shall be governed by Section 7.0 of this Agreement. Matched applicants and programs may not contact each other prior to the general announcement of **Main Residency Match** results at 1:00 p.m. eastern time on Friday of Match Week. Applicants who are partially matched after the matching algorithm has been processed may contact the NRMP beginning at 11:00 a.m. on Monday of Match Week to obtain the city of the matched program to facilitate participation in the **Match Week Supplemental Offer and Acceptance Program (SOAP)**. A partially or fully unmatched applicant who is participating in the Match as a couple may contact the NRMP beginning at 11:00 a.m. eastern time on Monday of Match Week to obtain the city of the matched partner's program to facilitate participation in the **SOAP**.

6.5 Between Schools and Programs

Between the Rank Order List Certification Deadline and 3:00 p.m. eastern time on Monday of Match Week, schools shall not contact programs on applicants' behalf regarding any position offered in or that would run concurrent with positions offered in the **Main Residency Match**. Beginning at 3:00 p.m. eastern time on Monday of Match Week, communication between and among unmatched applicants, programs with unfilled positions, and schools shall be governed by Section 7.0 of this Agreement.

6.6 Schedules and Deadlines

An annual Schedule of Dates is published by the NRMP for each Match and is incorporated in this Agreement by reference. Time is of the essence in this Agreement and adherence to those dates is essential. All required 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.

6.7 Use of Match Information

It is a violation of this Agreement if any medical school official shares information from or maintained in the **R3** system, including but not limited to information from the *List of Unfilled Programs* and the *Regional Match Statistics by Specialty*, with any individual who is not registered for the current Match or allows any individual who is not registered for the Match 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 medical school official shares information about unfilled positions or assists any applicant who has matched to or accepted a position through **SOAP** to obtain a concurrent year residency position unless that applicant has been granted a waiver by the NRMP.

It also is a violation of this Agreement if any Match information from or maintained in the **R3** system, including information from the *List of Unfilled Programs* and *Regional Match Statistics by Specialty*, is copied, distributed, or

posted or in any other way made publicly available by any applicant, program, or medical school 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 information already is in the public domain. If the NRMP initiates a violation investigation, it shall follow the procedures set forth in Section 8.0 of this Agreement.

6.8 Completeness, Timeliness, and Accuracy of Information

All information that a medical school reports about its students and graduates during the application, interview, and/or matching processes, shall be complete, timely, and accurate. Information reported in the Medical Student Performance Evaluation (MSPE) that is false, misleading, incomplete, or not up-to-date is a violation of this Agreement. For example, the omission of information that would reasonably be considered pertinent to a program's decision 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. A medical school shall amend or attach an addendum to a student or graduate MSPE if the school has actual knowledge the MSPE, as written, no longer is accurate.

The school is required to provide complete, timely, accurate, and up-to-date information to the NRMP about the school and its students and graduates. If the NRMP believes it has credible evidence that a school has violated the terms of this Agreement, the NRMP is authorized to take appropriate action, as described in Section 8.0 including, but not limited to, reporting the violation to the dean of such school and suspending or terminating such school's access to the **R3** system.

6.9 Confidentiality

6.9.1 Applicant Rank Order Lists

The information submitted to the NRMP on applicant rank order lists and about **SOAP** preferences is confidential. Applicants have the right to keep their rank order lists and **SOAP** preferences confidential and not to share them with any other individual or entity. It is a violation of this Agreement for a medical school to ask, require, or otherwise pressure an applicant to disclose a rank order list or **SOAP** preferences. It is not a violation of this Agreement if 1) students choose voluntarily to share their rank order lists or **SOAP** preferences with their medical school advisors, or 2) medical school advisors offer to review rank order lists or **SOAP** preferences to support students in the Match process.

6.9.2 Safeguarding School Match Information

The *Unmatched Applicants Report* that is released at 10:30 a.m. eastern time on Monday of Match Week is confidential and its information cannot be shared until 11:00 a.m. eastern time on Monday of Match Week.

Moreover, any information accessed by the school through the **R3** system with respect to the outcome of the Match is confidential, and the school shall use at least the same degree of care in safeguarding the confidentiality of such information as it uses in safeguarding its own confidential information, subject to a minimum standard of reasonable diligence and protection. If requested by the applicant, medical schools may communicate Match results to that applicant after the results have been posted in the **R3** system at 1:00 p.m. eastern time on Friday of Match Week.

In addition, information contained in the **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.

7.0 Match Week Supplemental Offer and Acceptance Program

This Agreement governs positions offered by unfilled programs and accepted by unmatched applicants during Match Week. Through 11:00 a.m. eastern time on Thursday of Match Week, all positions offered by unfilled programs and accepted by eligible applicants shall be through the Match Week **Supplemental Offer and Acceptance Program (SOAP)**. After **SOAP** concludes at 11:00 a.m. eastern time on Thursday of Match Week, remaining unfilled positions may be filled outside the Match until registration opens in September 2020 for the following year's Match.

7.1 Participation: Applicants

To be eligible to participate in **SOAP**, applicants must be (a) registered for the **Main Residency Match**; (b) eligible to enter graduate medical education on July 1 in the year of the Match; and (c) partially matched or fully unmatched on Monday of Match Week. Applicants who meet the criteria listed above are eligible for **SOAP** and are bound to the policies described herein. Applicants who fail to meet all of the criteria listed above are deemed ineligible to participate in **SOAP** and are bound by the policies described herein.

Eligibility for sponsored applicants to enter graduate medical education on July 1 in the year of the Match shall be determined by the applicant's medical school official prior to Match Week. Eligibility for independent applicants to enter graduate medical education on July 1 in the year of the Match shall be determined by the applicant's medical school official in the case of prior year graduates of MD-granting medical schools, prior year graduates of DO-granting medical schools, and students and graduates of Canadian medical schools. Eligibility for students and graduates of international medical schools to enter graduate medical education on July 1 in the year of the Match shall be determined by the Educational Commission for Foreign Medical Graduates. Any applicant determined to be ineligible to enter graduate medical education on July 1 in the year of the Match shall not be eligible to participate in **SOAP** and shall not have access to the *List of Unfilled Programs*. If after the matching algorithm has been processed the NRMP learns an ineligible applicant has matched to a

program, the NRMP is authorized to withdraw the matched position from the applicant and to grant an immediate waiver to the program.

During **SOAP**, fully matched eligible applicants shall not have access to the *List of Unfilled Programs*. Eligible partially matched and unmatched applicants shall have access only to the categorical, preliminary, or advanced unfilled positions for which they are eligible, without restriction by specialty. Through 11:00 a.m. eastern time on Thursday of Match Week, eligible unmatched and partially matched applicants shall apply only to unfilled Match-participating programs that are participating in **SOAP** and only through the Electronic Residency Application Service (“ERAS”). ERAS may inform programs if an applicant is partially matched. If a **SOAP**-eligible applicant contacts or sends applications to programs for which the applicant is ineligible, including Match-participating programs not participating in **SOAP**, or uses any method other than ERAS to initiate contact with or apply to **SOAP**-participating programs, the applicant shall be in violation of the applicable Match Participation Agreement. Applicants determined by the NRMP to be ineligible to participate in **SOAP** are prohibited from contacting or applying to any Match-participating programs, regardless of the program’s **SOAP** participation status, until 11:00 a.m. eastern time on Thursday of Match Week. **SOAP**-ineligible applicants will be able to use ERAS or any other method to apply only to non-Match-participating programs, subject to the restrictions set forth in Section 7.3 of this Agreement.

7.2 Participation: Programs

Any program with unfilled positions shall be eligible to participate in **SOAP**, provided that prior to Match Week the program has elected to participate by so indicating in the **R3** system. During **SOAP**, programs that have elected to participate in **SOAP** and that have unfilled positions shall accept applications only through ERAS. During Match Week and until 11:00 a.m. eastern time on Thursday of Match Week, 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 11:00 a.m. eastern time on Thursday of Match Week.

7.2.1 Preference List Certification

To participate in **SOAP**, programs must submit their certified preference lists electronically by the published deadline using the **R3** system. Use of the **R3** system requires Internet access using common browser programs. **SOAP** preference lists cannot be submitted in any way other than through the **R3** system.

7.3 Match Week Communications

7.3.1 SOAP-Eligible Applicants

Unmatched applicants who are SOAP-eligible may begin applying for unfilled positions in SOAP-participating programs when ERAS opens at 12:00 p.m. eastern time on Monday of Match Week. SOAP-

eligible unmatched applicants shall initiate contact with the directors of unfilled programs only through an ERAS application and shall refrain from any other contact until directors of unfilled programs initiate contact with them. Other individuals or entities shall not initiate contact on behalf of any unmatched applicant prior to directors of unfilled programs initiating contact, regardless of the initiator's role in an institution or school. Directors of unfilled programs may communicate with each other but shall not initiate any contact with SOAP-eligible applicants prior to 3:00 p.m. eastern time on Monday of Match Week and prior to receiving an application through ERAS.

After 3:00 p.m. eastern time on Monday and after receipt of an ERAS application, unfilled programs may initiate contact with unmatched **SOAP**-eligible applicants or an individual or entity acting on behalf of such applicants. Unmatched **SOAP**-eligible applicants and the directors of unfilled programs may not accept or offer positions prior to 12:00 p.m. eastern time on Wednesday of Match Week. During **SOAP**, positions shall be offered and accepted only through the **R3** system.

7.3.2 SOAP-Ineligible Applicants

Unmatched applicants who are SOAP-ineligible and who elect to use ERAS may begin applying for positions in non-Match participating programs when ERAS opens at 12:00 p.m. eastern time on Monday of Match Week. SOAP-ineligible applicants who elect not to use ERAS shall not contact or apply to non-Match participating programs prior to 3:00 p.m. eastern time on Monday of Match Week. Unmatched applicants who are SOAP-ineligible shall not contact Match-participating programs until after SOAP concludes at 11:00 a.m. eastern time on Thursday of Match Week. Directors of unfilled programs shall not initiate contact with any SOAP-ineligible applicants until after SOAP concludes at 11:00 a.m. eastern time on Thursday of Match Week.

7.3.3 Medical Schools

Each school agrees to abide by the Match Week schedule and the terms and conditions set forth in Section 7.0 of this Agreement.

It shall be deemed a violation of this Agreement for the school official, school administrator, or any other individual or entity to engage in any communication (a) concerning SOAP-eligible or SOAP-ineligible unmatched senior students or graduates prior to contact from directors of unfilled programs or (b) with respect to an alternative position for any applicant who has matched to or obtained through SOAP a concurrent year position and who has not received a waiver of the match or SOAP commitment from the NRMP. It also shall be deemed a violation of this Agreement if any school official or other individual shares the *List of Unfilled Programs* with any applicant who is ineligible to receive such

information. Violations of this Agreement may result in adverse consequences to the school, as described in Section 8.0.

Nothing in this Agreement shall be construed to prohibit an unmatched applicant from seeking guidance from officials at the applicant's medical school or institution.

8.0 Match Violations

8.1 NRMP Violations Policies and Procedures

All **Main Residency Match** participants shall behave in an ethical and responsible manner during the matching process and **SOAP** and shall comply with the terms and conditions of the applicable Match Participation Agreement. It is the policy of the NRMP to investigate alleged breaches of the Agreements, including but not limited to: 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; and any other irregular behavior or activity that occurs in connection with registration, the submission or modification of a rank order list or **SOAP** preference list, and/or the participant's commitment to honor the Match outcome. **Main Residency Match** 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") shall govern the NRMP's handling of match violations and are incorporated by reference in and are an integral part of the Match Participation Agreements. If the NRMP receives sufficient, credible information that a violation of this Agreement has occurred, the NRMP will initiate an investigation in accordance with the Violations Policy. Following completion of its review, a Review Panel shall issue a written Review Panel Report and confirm whether or not the medical school has violated the Agreement. If the Review Panel has confirmed a violation and the medical school accepts the adverse decision, the decision will be considered final and the NRMP will issue a Final Report of the case. If the medical school, contests the adverse determination through available dispute resolution procedures described in Section 14.0 below, a Final Report will not be issued until dispute resolution procedures have been exhausted or waived. A copy of the Final Report shall be sent to the medical school and the list of recipients as described below in Section 8.2.

8.2 Consequences of Confirmed Violations

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

8.2.1 Medical Schools

If the NRMP's investigation of an alleged violation results in a finding that a medical school has committed a violation of this Agreement, a Final Report will be issued in accordance with the Violations Policy. When a Final Report is issued to the medical school electronically, copies also will be issued to the following persons and entities. Paper copies of the Report will be distributed by regular mail if email addresses are unavailable:

- 1) the dean of the school
- 2) the dean of student affairs of the school
- 3) the NRMP school official
- 4) the president of the university of which the medical school is a part
- 5) the Liaison Committee on Medical Education or the American Osteopathic Association Commission on Osteopathic College Accreditation, as appropriate
- 6) the relevant state or private licensing or accreditation entities
- 7) the NRMP Executive Committee
- 8) the party who originally reported the violation
- 9) any state regulatory agency with enforcement jurisdiction relevant to the adverse action such as the State Board of Education or State and/or regional accrediting body
- 10) any private accrediting entities whose enforcement jurisdiction would extend to the adverse action
- 11) any parties whom the NRMP has determined are relevant to its investigation

The NRMP has sole discretion to determine which of the sanctions described above shall be applied in the event a school 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.

Medical schools and their sponsored graduate medical education programs, regardless of the programs' Match participation status, are prohibited from offering a position or new training year, regardless of start date, to any applicant who has been barred for one year from accepting or starting a position or a new training year because of a concurrent year Match commitment, because a

waiver request has been denied by the NRMP, or because of a confirmed violation of the applicable Match Participation Agreement.

If any medical school or program sponsored by the medical school 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, the medical school, or program has violated the terms of this Agreement.

9.0 Use of Information

Each school authorizes and agrees that the NRMP may request, obtain, transmit, and receive identifying information about its students (including but not limited to information in the **R3** system, individual applicant USMLE scores, COMLEX scores, Alpha Omega Alpha membership, and information regarding volunteer and work experience) to or from authorized users including the Association of American Medical Colleges, the American Medical Association, the American Osteopathic 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 post graduate medical education for purposes of collecting and verifying data submitted by an applicant or program, establishing postgraduate training databases, 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.

In addition, each school authorizes the NRMP to use any information provided to the NRMP by such school in any study approved by the NRMP, provided that no information clearly and uniquely identifiable with such school is disclosed in reports resulting from such study. The match results of U.S. and Canadian medical school students and graduates are released to their respective schools of allopathic medicine or osteopathy.

The NRMP releases individual applicant match results to each program that ranked the applicant on its rank order list and, in the case of any applicant participating in the **Specialties Matching Service**, and to those program directors who request such information to verify whether the applicant was matched. In addition, the **Main Residency Match** results of U.S. allopathic medical school students and graduates, U.S. osteopathic medical school students and graduates, and Canadian medical school students and graduates, are released to their respective schools of medicine or osteopathy.

10.0 Representations and Warranties

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

Moreover, each school official represents that he/she has read, understood, and agrees to the NRMP's Privacy Statement, and represents that medical school 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 NRMP does not charge any fees for the services provided to medical schools with respect to the **Main Residency Match** and receives no consideration for any assumption by the NRMP of the risk of any damages that may arise in connection with the participation of any school in the **Main Residency Match** 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 ("Vendor"), nor
- (c) any director, officer, employee, affiliate, or agent of the NRMP

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, the use of this Agreement, the **Main Residency Match**, the **R3** system, or the automated systems and services utilized by the NRMP to implement the **Main Residency 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 information, 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 **Main Residency 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, OR THE MAIN RESIDENCY MATCH, 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 school is solely responsible for verifying the accuracy of any information provided to or available through the **R3** system concerning such school or its students or graduates.

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 SCHOOL OR A THIRD PARTY.

13.0 Notices

All notices to the NRMP, other than those given in accordance with Section 8.0, 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 to schools, other than those given in accordance with Section 8.0, will be given either (a) by email to the email address provided by such party to the NRMP upon submission of such party's registration at the **R3** system or (b) through the **R3** system while the school is logged on to the site. Such notices to schools 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 unsubscribed from NRMP emails or notices. All notices given during a school'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 2.5 and 3.6 of the Match Participation Agreement Among Applicants, the NRMP and Participating Programs, all disputes arising out of, or related to, the **Main Residency Match**, this Agreement, or the breach thereof, between or among the NRMP and any applicant or program participating, or seeking participation, in the **Main Residency Match** 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 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 the applicable 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 **Main Residency 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 **Main Residency Match**, 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 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.

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 **Main Residency 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.

17.0 Glossary of Terms

17.1 **Applicant:** a medical student, medical school graduate, or physician-in-training who has registered or is eligible to register for the current Main Residency Match.

17.2 **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

17.3 **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.

17.4 **Independent Applicant:** an applicant who is a) A physician who is a graduate of a medical school that is accredited by the LCME at the time of graduation; (b) A student enrolled in, or a graduate of, a medical school accredited by the Committee on Accreditation of Canadian Medical Schools; (c) A physician who is a graduate of a school accredited by the American Osteopathic Association (AOA) Commission on Osteopathic College Accreditation (COCA); (d) A student enrolled in, or a graduate of, a medical school outside the United States and Canada not accredited by the LCME, the Committee on Accreditation of Canadian Medical Schools, or the American Osteopathic Association Commission on Osteopathic College Accreditation; or (e) A student who is a graduate of a Fifth Pathway program.

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

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

17.7 **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.

17.8 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.

17.9 Medical School Official: An individual designated by a medical school to manage all Match-related activities for the school and to serve as primary contact to the NRMP on all matters regarding applicants from the school.

17.10 Medical School Administrator: An individual designated by the school official to assist with oversight and tasks to manage the Match activities for the school.

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

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

17.13 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 rank, role, responsibility, or tenure can speak for the program or otherwise influence the decision to offer a position to an applicant.

17.14 Sponsored Applicant: an applicant who is a student enrolled in a medical school accredited by the Liaison Committee on Medical Education (LCME) or a student enrolled in a school accredited by the American Osteopathic Association (AOA) Commission on Osteopathic College Accreditation (COCA) at the time of registration for the Match.

Updated September 2019