



**Match Participation Agreement
For
Applicants and Programs
2021 **Main Residency Match**[®]**

**Terms and Conditions of the Match Participation Agreement Among
Applicants, the NRMP, and Participating Programs**

These are the terms and conditions of the Match Participation Agreement that each applicant and program desiring to participate in the **Main Residency Match** 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 Match Participation Agreement 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 **Main Residency Match**, 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 Match Participation Agreement (also referred to as "this Agreement").

Table of Contents

- 1.0 Introduction to the Main Residency Match

- 2.0 Applicants
 - 2.1 Eligibility
 - 2.2 Categories of Applicants
 - 2.2.1 Sponsored Applicants
 - 2.2.2 Independent Applicants
 - 2.2.3 Couples
 - 2.3 Verification of Credentials of Independent Applicants
 - 2.4 Withdrawals
 - 2.4.1 Withdrawal of Sponsored Applicants
 - 2.4.2 Withdrawal of Independent Applicants
 - 2.4.3 Withdrawal of Applicants by the NRMP
 - 2.4.4 Withdrawal Deadlines and Restrictions
 - 2.5 Waiver of the Match Results: Applicants
 - 2.5.1 Waiver Approvals: Applicants
 - 2.5.2 Waiver Denials: Applicants
 - 2.6 Deferral of the Match Commitment

- 3.0 Programs
 - 3.1 Eligibility
 - 3.2 Categories of Program Positions
 - 3.3 Participation
 - 3.3.1 Quota Changes
 - 3.3.2 Withdrawals
 - 3.3.3 Vacant Positions
 - 3.4 Institutional Official and Program Directors
 - 3.4.1 Designation of Institutional Official
 - 3.4.2 Program Directors
 - 3.4.3 Duties of Program Directors
 - 3.5 Program Coordinators
 - 3.5.1 Designation
 - 3.5.2 Duties of Program Coordinators
 - 3.6 Waiver of the Match Results: Programs
 - 3.6.1 Waiver Approvals: Programs
 - 3.6.2 Waiver Denials: Programs
 - 3.7 Deferral of the Match Commitment
 - 3.8 Program Closures and Reductions in Resident Complement

- 4.0 Communications
 - 4.1 From the NRMP
 - 4.2 Between Applicants and Programs
 - 4.3 Schedules and Deadlines
 - 4.4 Use of Match Information
 - 4.5 Completeness, Timeliness, and Accuracy of Information
 - 4.6 Confidentiality
 - 4.6.1 Applicant Rank Order Lists
 - 4.6.2 Program Rank Order Lists

- 5.0 Matching and Appointing Rules
 - 5.1 Match Commitment
 - 5.2 Rules of Appointment
 - 5.3 Rank Order List Certification

- 6.0 Other Obligations of Match Participants
 - 6.1 Duty to Act in a Professional and Ethical Manner
 - 6.2 Restrictions on Persuasion

- 7.0 Match Week Supplemental Offer and Acceptance Program
 - 7.1 Participation: Applicants
 - 7.2 Participation: Programs
 - 7.2.1 Preference List Certification
 - 7.3 Match Week Communications
 - 7.3.1 SOAP-Eligible Applicants
 - 7.3.2 SOAP-Ineligible Applicants

- 8.0 Match Violations
 - 8.1 NRMP Violations Policies and Procedures
 - 8.2 Consequences of Confirmed Violations
 - 8.2.1 Applicants

8.2.2 Programs

9.0 Fees and Fee Refunds

9.1 Applicant Fees

9.1.1 Applicant Registration Fee

9.1.2 Rank Order List Fee

9.1.3 Length of Rank Order List Fee

9.1.4 Couples' Fee

9.1.5 Unpaid Applicant Fees

9.2 Institution and Program Fees

9.3 Fee Payment Procedures

10.0 Use of Information

11.0 Representations and Warranties

12.0 Disclaimers

13.0 Limitation of Liability

14.0 Notices

15.0 Dispute Resolution

16.0 Limitation of Action

17.0 General

18.0 Applicant Authorization for Release of Test Scores

19.0 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 who have registered with the NRMP and agreed to abide by the terms of this Agreement 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 this Agreement. Any breach of that commitment may result in adverse consequences to the breaching applicant or program, as described in Section 8.0.

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 they have read, understand, and agree to its terms. In addition, each of the parties acknowledges and confirms their understanding that (a) the NRMP is not an employment service for either applicants seeking residency positions or programs offering residency training positions; (b) applicants must apply directly to the programs in which they desire to obtain positions in addition to registering for the **Main Residency Match** and listing such programs on their certified rank order lists; (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; and (d) once a Match is made between a program and an applicant, there is a binding commitment for the program to offer a training position to the applicant and for the applicant to accept such position absent a waiver from the NRMP.

2.0 Applicants

2.1 Eligibility

To participate in the **Main Residency Match**, prior to the scheduled start date of 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. 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 has matched or which the applicant has accepted through the **Supplemental Offer and Acceptance Program** or for communicating such requirements to applicants.

2.2 Categories of Applicants

Applicants in the **Main Residency Match** are either sponsored or independent and may register as a couple, as described below.

2.2.1 Sponsored Applicants

The term "sponsored applicant" means an applicant who: i) is a student enrolled in a medical school accredited by the Liaison Committee on Medical Education (LCME); or ii) is a student enrolled in an osteopathic medical school accredited by the American Osteopathic Association (AOA) Commission on Osteopathic College Accreditation (COCA); or iii) graduated from a LCME or AOA COCA-accredited medical school during the period beginning June 30 of the year registration for the Match opens and ending at 9:00 pm eastern time on the Rank Order List Certification Deadline in the year of the Match. A sponsored applicant's eligibility to participate in the **Main Residency Match** and to enter graduate medical education training 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.

If any of an institution's graduate medical education programs participates in the Main Residency Match, all the institution's programs, regardless of Match participation status, must offer positions to sponsored applicants through the Main Residency Match or another national matching plan.

2.2.2 Independent Applicants

The term "independent applicant" means an applicant who is:

- (a) A physician who graduated from a LCME-accredited medical school before June 30, 2020;
- (b) A physician who graduated from an AOA COCA-accredited medical school before June 30, 2020;
- (c) A student enrolled in, or a graduate of, a medical school accredited by the Committee on Accreditation of Canadian Medical Schools;
- (d) A student enrolled in, or a graduate of, a medical school outside the United States and Canada that is not accredited by the LCME, the AOA COCA, or the Committee on Accreditation of Canadian Medical Schools; or

- (e) A student who is a graduate of a Fifth Pathway program.

Independent applicants who registered for the **Main Residency Match** in a prior year may not reactivate their prior registrations. They must register again in the current Match year in order to participate in the **Main Residency Match**.

2.2.3 Couples

Any two applicants may participate in the **Main Residency Match** as a couple. If two applicants who registered as a couple do not obtain a match as a couple, the **Main Residency Match** will not try to find a separate match for either of them individually. A U.S. medical school that is not the home school of a partner also enrolled in a U.S. medical school may receive and notify that partner of Match results for the purpose of Match Day ceremonies, provided the applicants and medical schools approve.

2.3 Verification of Credentials of Independent Applicants

The credentials of independent applicants will be verified by the NRMP as summarized below.

The NRMP will verify the credentials of independent applicants described in Sections 2.2.2 (a), (b), and (c) with their respective schools. The NRMP will verify Fifth Pathway program enrollment with the respective LCME-accredited medical school for applicants described in 2.2.2 (e) who have completed such a program.

Independent applicants described in Section 2.2.2(d) must submit either:

- A notarized copy of a full and unrestricted license to practice medicine in a U.S. jurisdiction; or
- An Educational Commission for Foreign Medical Graduates ("ECFMG") candidate number. Prior to the Rank Order List Certification Deadline, the NRMP will verify that the applicant has completed the necessary examination requirements for ECFMG certification; however, it is the responsibility of ECFMG to determine whether the applicant is granted ECFMG certification.

The NRMP will notify all independent applicants whose credentials cannot be verified and will provide them an opportunity to substantiate their credentials. All verifications must be completed before the Rank Order List Certification Deadline.

2.4 Withdrawals

2.4.1 Withdrawal of Sponsored Applicants

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, 2021 and before February 1, 2022. 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, 2022.

Sponsored applicants who obtain positions in U.S. military graduate medical education programs are obligated to notify their medical schools. Sponsored applicants with military positions shall be withdrawn from the Match by their medical schools prior to the Rank Order List Certification Deadline. Such applicants will be ineligible to participate in **SOAP** for concurrent year NRMP positions.

2.4.2 Withdrawal of Independent Applicants

Independent applicants may withdraw from the **Main Residency Match** on their own initiative for any reason, but only if the NRMP receives their withdrawal request prior to the Rank Order List Certification Deadline. Applicants who

accept a concurrent year residency position outside the **Main Residency Match** or through any other national matching plan shall withdraw from the **Main Residency Match** and shall do so prior to the Rank Order List Certification Deadline through the **R3** system. Failure to withdraw from the **Main Residency Match** 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 8.0.

Independent applicants who obtain positions in U.S. military graduate medical education programs shall withdraw from the **Main Residency Match** prior to the Rank Order List Certification Deadline. Such applicants will be ineligible to participate in **SOAP** for concurrent year NRMP positions.

Applicants who register for the **Main Residency Match** but who do not withdraw from the Match before the Rank Order List Certification Deadline are prohibited during the period between the Rank Order List Certification Deadline and 3:00 p.m. eastern time on Monday of Match Week from applying for, discussing, interviewing for, or accepting a position that would run concurrent with positions offered in the **Main Residency Match**. Communications during Match Week between unmatched applicants and programs with unfilled positions shall be governed by Section 7.0 of this Agreement. Matched applicants and programs are bound to the results of the Match, per Section 5.0 of this Agreement.

2.4.3 Withdrawal of Applicants by the NRMP

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

(a) Independent applicants whose credentials cannot be verified by the NRMP, as described in Section 2.3.

If an independent applicant is withdrawn because the applicant is ineligible to enter graduate medical education on July 1 in the year of the Match, (a) the applicant's rank order list shall not be used when the matching algorithm is processed, and (b) the applicant will not be eligible to participate in the Match Week **Supplemental Offer and Acceptance Program (SOAP)**. An independent applicant who is not eligible to enter graduate medical education on July 1 in the year of the Match (a) may submit applications to non-NRMP-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 a NRMP Match-participating program no earlier than the published conclusion of the **Supplemental Offer and Acceptance Program** on Thursday of Match Week, 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.

(b) Sponsored applicants whose graduation from a LCME- or an AOA COCA-accredited medical school is not verified by the applicant's medical school.

If a medical school withdraws a sponsored applicant because the applicant is ineligible to enter graduate medical education on July 1 in the year of the Match, (a) the applicant's rank order list shall not be used when the matching algorithm is processed, and (b) the applicant will not be eligible to participate in **SOAP**. If a medical school withdraws a sponsored applicant because the applicant is ineligible to enter graduate medical education on July 1 in the year of the Match, the applicant (a) may submit applications to non-NRMP-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 a NRMP Match-participating program no earlier than the published conclusion of the **Supplemental Offer and Acceptance Program** on Thursday of Match Week, 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.

(c) Applicants registered in both the Canadian Resident Matching Service (CaRMS) and the **Main Residency Match** who match through CaRMS to a concurrent year position.

In those years in which CaRMS has an earlier schedule, individuals who match through CaRMS will automatically be ineligible to match to and participate in **SOAP** for concurrent year NRMP positions. In those years when CaRMS has a later schedule, applicants registered for CaRMS who match in the NRMP Match for 2021 will be withdrawn from the CaRMS Match.

(d) Applicants who obtained advanced positions to begin in the current Match year, either through the NRMP **Specialties Matching Service**® or the prior NRMP

Main Residency Match, who have not received a waiver of the match commitment to the advanced position.

These applicants will be eligible for the **Main Residency Match** only if the appropriate waiver request is received and approved by the NRMP prior to the Rank Order List Certification Deadline.

(e) 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. The applicant will be allowed to register for and participate in the **Main Residency Match** only after a credit card payment is entered through the **R3** system and processed successfully.

(f) 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 **Main Residency Match**, the NRMP shall note in the **R3** system that the applicant is the subject of “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 **Main Residency 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 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 15.0.

2.4.4 Withdrawal Deadlines and Restrictions

Applicants may not withdraw from the **Main Residency Match** after the 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 through any other national matching plan or by agreement outside the **Main Residency Match** after the Rank Order List Certification Deadline and before release of Match Results.

2.5 Waiver of the Match Results: Applicants

Applicants and programs are not authorized to release each other from their binding commitment. **Once a party has matched or a position has been offered and accepted during the Match Week *Supplemental Offer and Acceptance Program (SOAP)*, a waiver of the binding 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, is final, and is not subject to challenge in arbitration, by judicial review, or by review of any kind by any third party. The NRMP recommends that each 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 ***Main Residency Match*** shall promptly notify the NRMP of any waiver requests received directly from any other participant. Programs are not authorized to recruit another candidate for the position until so notified by the NRMP.

Upon receiving an applicant's request for waiver of the binding commitment, the NRMP shall examine the request and determine whether grounds exist to allow a waiver of the binding commitment. The grounds for waiver are i) the NRMP determines the applicant is ineligible for the position or ii) in the reasonable judgment of the NRMP, fulfillment of the commitment to the results of the ***Main Residency Match*** would cause unanticipated serious and extreme hardship to the applicant. The burden is on the applicant to demonstrate to the reasonable satisfaction of the NRMP that the criteria necessary for approval and issuance of a waiver are present.

Upon examining the applicant's request for a waiver, including whether the applicant has demonstrated the grounds necessary for a waiver, the NRMP, in its sole discretion, may issue a waiver releasing the applicant from the commitment to the program or deny the waiver request.

An applicant who matched to or accepted an advanced position also may request a waiver if the applicant has elected to change specialties, provided the waiver is requested **no later than January 15** prior to the start of training. The waiver request must be submitted in writing by the applicant using the appropriate Waiver Request Form with a copy to the program to which the applicant matched or in which the applicant accepted a position. The NRMP will review the waiver request to determine whether or not the waiver shall be granted.

2.5.1 Waiver Approvals: Applicants

If the NRMP grants the applicant's request for a waiver, the applicant may accept a position in another graduate medical education program or re-enter the Match and the program may offer the vacant position to another qualified applicant.

2.5.2 Waiver Denials: Applicants

If the waiver is not granted to the applicant by the NRMP, the applicant will be expected to accept the position.

2.5.3 Refusal to Accept the Matched Position Before a Final Waiver Determination is Made

If following initiation of the waiver process by the NRMP, the applicant notifies the NRMP in writing that the applicant will not accept the position even if the waiver is denied, the NRMP will release the program from its match commitment so that the program can recruit another qualified applicant for the position.

2.5.4 Refusal to Honor the Match Commitment After NRMP Makes A Final Determination to Deny a Request for Waiver

If the NRMP makes a final determination to deny an applicant's request for waiver and the applicant still refuses to honor the Match commitment and enter the program, the NRMP will bar the applicant from accepting or starting a position (or renewing a training contract for a position at a different level or for a subsequent year), regardless of the start date, in any residency training program sponsored by a Match-participating institution that would commence training within one year from the date of the NRMP's final decision to deny the waiver. Such bar shall not be considered a sanction and shall not be subject to arbitration or judicial review.

In addition, the NRMP will initiate an investigation to determine whether the applicant has violated the terms of the Match Participation Agreement. If following such investigation, the NRMP determines that a violation has occurred, the NRMP may impose sanctions as provided in Section 8.0 of this Agreement.

In lieu of an investigation and the potential imposition of sanctions, the applicant may instead agree to the following remedy: i) to be barred from accepting or starting a position (or renewing a training contract for a position at a different level or for a subsequent year), regardless of the start date, in any residency training program sponsored by a Match-participating institution that would commence training within one year from the date of the NRMP's final decision to deny the waiver; ii) to be barred from the Match for one year; and iii) agree to be flagged in the R3 system for one year, all effective immediately upon acceptance of such agreement by the NRMP. Such remedy shall be deemed to constitute a

final determination by consent and is not subject to arbitration or judicial review. The remedy will be reflected in the **R3** system and the Applicant Match History for the length of time the remedy is in effect.

2.5.5 Prohibited Activity During the Waiver Process: Applicants and Programs

Applicants who have matched to a program or have accepted a position during SOAP 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 concurrent year position to an applicant who has not been granted a waiver by the 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 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 8.0 of this Agreement.

2.6 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 Match commitment if: (1) both parties agree to the deferral and provide written documentation; 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 Match 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 2.5 and 3.6 of this Agreement.

3.0 Programs

3.1 Eligibility

To be eligible to offer positions through the **Main Residency Match**, as of the Rank Order List Certification Deadline a program must be either (a) accredited by the ACGME; or (b) a combined program that is approved or recognized by the American Board of Medical Specialties or by the

respective specialty board that is responsible for board certification of residents who successfully complete the combined program; and (c) have funding to train matched residents. Each program executing this Agreement hereby affirms that it will meet these requirements by the Rank Order List Certification Deadline. Sponsoring institutions that register any program in the **Main Residency Match** agree to select senior students of U.S. MD-granting and DO-granting medical schools for all of their programs, regardless of Match participation status, **only** through the **Main Residency Match** or another national matching plan. In addition, programs participating in the **Main Residency Match** agree to register and attempt to fill all of their positions through the **Main Residency Match** or another national matching plan. A program cannot enroll in the **Main Residency Match** until the official designated by the institution that sponsors the program has registered with the NRMP through the **R3** system.

3.2 Categories of Program Positions

The following categories of positions are included in the **Main Residency Match**:

3.2.1 Categorical (C) PGY-1 positions in programs that provide the training required for board certification in the specialties

3.2.2 Categorical primary care positions in medicine and pediatrics (M)

3.2.3 One-year preliminary (P) positions in transitional or specialty programs

3.2.4 Advanced (A) positions in specialty programs that begin the year after the **Main Residency Match** and subsequent to one or more years of preliminary training (PGY-2)

3.2.5 Physician (R) positions in specialty programs that begin in the year of the **Main Residency Match** for physicians with prior graduate medical education

3.3 Participation

3.3.1 Quota Changes

Program directors may increase, decrease, and make other changes to their quota, or the number of positions they desire to fill through the **Main Residency 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 change. **Programs cannot reduce their quotas to zero.**

Exceptions to the Quota Change Deadline, including the reduction of program quotas, may be requested by the institutional official for cases of extreme emergency, such as loss of funding or accreditation, or to accommodate the results of earlier matching programs. In such cases, a written request for relief shall be made to the NRMP. The ability of institutional officials and program directors to change program quotas for the **Main Residency Match** does not relieve them of their responsibility to register and attempt to fill all positions through the Match or another national matching plan. The NRMP shall regularly monitor the compliance of Match-participating programs in registering and attempting to fill all of their positions through the **Main Residency Match** or another national matching plan.

3.3.2 Withdrawals

Any registered program that will not offer positions through the **Main Residency Match** must withdraw from the 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 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 **Main Residency 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 **Main Residency 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 **Main Residency 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 **Main Residency 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 15.0.

3.3.3 Vacant Positions

Categorical and Preliminary Positions

If a PGY-1 position becomes vacant due to applicant dismissal, resignation, transfer, or as the result of an approved waiver from the NRMP, the position

may be filled outside of the 2021 Main Residency Match provided training commences before February 1, 2021. If training will not commence before February 1, 2021, the position shall be placed in the Match. PGY-1 positions that become vacant any time after the conclusion of **SOAP** on Thursday of Match Week can be filled outside the Match prior to the day registration opens for the next **Main Residency Match**.

Advanced Positions

If a PGY-2 position becomes vacant before the Quota Change Deadline due to an applicant dismissal, resignation, or transfer or as the result of an approved waiver from the NRMP and the position is in a specialty that may require a prerequisite PGY-1 year, the position may be filled outside the Match provided training begins before February 1, 2021. If training will not begin before February 1, 2021 or if the position becomes vacant before the Rank Order List Certification Deadline, the position shall be placed in the Match as a Reserved (physician) track for a July start date. If the position becomes vacant after the Rank Order List Certification Deadline, the position may be filled outside the Match at any time after the conclusion of **SOAP** on Thursday of Match Week and prior to the day registration opens for the next **Main Residency Match**. After registration opens for the next Match, the vacant position must be placed in the Match.

3.4 Institutional Official and Program Directors

3.4.1 Designation of Institutional Official

Each institution with programs participating in the Match shall designate an institutional official to be responsible for overseeing the 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 its positions must be approved by the NRMP institutional official responsible for that program. The institutional official has the authority to modify and certify program rank order lists; however, such modifications and certifications must be done in collaboration and with the approval of the program director. The NRMP may rely on written communications from the institutional official for all matters affecting the institution or its programs.

3.4.2 Program Directors

Each program participating in the 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 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 Program Directors

The 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 Rank Order List Certification Deadline;

3.4.3.3 Submit and certify a rank order list prior to the 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 Rank Order List Certification Deadline and the release of Match results on Monday of Match Week;

3.4.3.5. Ensure 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. Ensure that representatives of the program do not initiate contact on behalf of an unmatched applicant during **SOAP** prior to an unfilled program initiating contact;

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

3.5 Program Coordinators

3.5.1 Designation

The program director may designate a program coordinator to assist with the matching process for the program. The program coordinator shall have a username and password separate and distinct from the program director to access the **R3** system.

3.5.2 Duties of Program Coordinators

The program coordinator may view all program data available through the **R3** system, enter or change program data except quotas, and enter rank order lists and **SOAP** preference lists. Program coordinators are prohibited from certifying rank order lists

and **SOAP** preference lists. Program coordinators shall use their designated username and password to log in to the **R3** system. Use of the program director's username and password by the program coordinator to access the **R3** system shall be a breach of this Agreement and may subject the program to penalties described in Section 8.0.

3.6 Waiver of the Match Results: Programs

Programs and applicants are not authorized to release each other from their respective binding commitment. **Once a party has matched or a position has been offered and accepted during the Match Week *Supplemental Offer and Acceptance Program (SOAP)*, a waiver of the binding 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, is final, and is not subject to challenge in arbitration, by judicial review, or by review of any kind by any third party. The NRMP recommends that each program director 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 **Main Residency Match** 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 **Main Residency Match** would cause unanticipated serious and extreme hardship for the program or if the NRMP determines that the applicant is ineligible to begin training. The burden is on the program to demonstrate to the reasonable satisfaction of the NRMP that the criteria necessary for approval and issuance of a waiver are present.

The waiver request must be submitted in writing by the program director or the NRMP institutional official using the appropriate Waiver Request Form with a copy to each applicant whose position is included in the waiver request and specify each such applicant. The program also shall specify the method it will employ to assist each such applicant to secure another residency position if 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 shall be granted.

Once a program has matched to an applicant or a position has been offered and accepted during SOAP, the program shall not discuss, interview for, or offer the 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 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 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 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 position(s) to the applicant(s) included in the program's waiver request. If the program does not offer the 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 program of the desire for a waiver, the program shall not discuss the position with any other candidate or the applicant's eligibility with any other program or offer the position to any other candidate until either (a) the applicant has informed the NRMP in writing that he/she will not accept the 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 a position or a new training year because a waiver request was denied by the NRMP. 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 8.0 of this Agreement.

3.7 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 Match commitment if: (1) both parties agreeing to the deferral provide written documentation; and (2) 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 Match 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 2.5 and 3.6 of this Agreement.

3.8 Program Closures and Reductions in Resident Complement

If a program has reason to close and/or reduce the number of residents, it must follow the procedures specified in Section IV of the ACGME's 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.

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 at all times

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 at all times for conveying any change in email address to the NRMP.

In addition to communication electronically, 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 at the last known address in the **R3** system or as provided by the subject of the violation 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.

4.2 Between Applicants and Programs

Between the Rank Order List Certification Deadline and 3:00 p.m. eastern time on Monday of Match Week, applicants shall not apply for, discuss, interview for, or accept any position that would run concurrent with positions offered in the **Main Residency Match**. Similarly, all programs in Match-participating institutions shall refrain from discussing, interviewing for, or offering positions. If a match occurs, both applicants and programs shall abide by their respective obligations in the event of a waiver request (Sections 2.5, 3.6, 5.2) during the entirety of the Match process.

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 during Match Week until 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. eastern time on Monday of Match Week to obtain the city of the matched program in order 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 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 **SOAP**.

4.3 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.

4.4 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* and *Regional Match Statistics by Specialty*, with any individual who is not registered for the current Match or allows any individual 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 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 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 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.

4.5 Completeness, Timeliness, and Accuracy of Information

Applicants are at all times responsible for the completeness, timeliness, and accuracy of the information they provide to their medical schools and programs. Sponsored applicants who obtain positions in U.S. military graduate medical education programs are obligated to notify their medical schools prior to the Rank Order List Certification Deadline. The submission of information by an applicant to a program at any time during the matching process that is incomplete, misleading, false, or plagiarized from another source is a violation of this Agreement. For purposes of the Match Participation Agreement, the term "matching process" includes all aspects of the matching process, from the submission of information or an application through the Electronic Residency Application Service (ERAS) or other application process, interviews with program representatives (regardless of when an applicant registered for the Match), the Match Week **Supplemental Offer and Acceptance Program (SOAP)**, as well as information submitted in the course of waiver requests, violation investigations, and arbitration proceedings. 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 delay or affect adversely the applicant's medical school graduation or current training date, licensure status, visa status, or ability to start the training program, shall be considered a violation of this Agreement.

The obligation to submit complete, timely, and accurate information extends through the 45th day following the start date in the appointment contract of the program position obtained through the matching algorithm or **SOAP**. 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 obtained through **SOAP** 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 throughout the matching and SOAP processes. 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 position including visa or employment requirements. The contract and all other information must be communicated to applicants in writing prior to the Rank Order List Certification Deadline or the offering of a position during SOAP, although program information, contract elements and eligibility requirements may be subject to change as determined by the program.

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 offered through SOAP, 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 8.0 including, but not limited to, withdrawing the applicant or program from the **Main Residency Match** and reporting the violation by the applicant or program to the American Board of Medical Specialties or the ACGME, in accordance with Section 8.0.

4.6 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. The NRMP may, however, anonymize rank order list information and use or contribute such anonymized information for research purposes.

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.

4.6.1 Applicant Rank Order Lists

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 not a violation of this Agreement if 1) students choose to voluntarily share their rank order lists or **SOAP** preferences with their medical school advisors, or 2) schools offer to review rank order lists or **SOAP** preferences to support students in the Match process.

4.6.2 Program Rank Order Lists

Programs have the right to keep their rank order lists and **SOAP** preference lists confidential and not to share them with any other individual or entity.

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. The same binding commitment is established during the Match Week **Supplemental Offer and Acceptance Program (SOAP)** if a program offers a position by listing an applicant on its preference list and the applicant accepts that offer. 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 8.0.

The binding commitment may be released only through the waiver procedures set forth in Sections 2.5 and 3.6 of this Agreement. Each appointment is subject to the official policies of the appointing institution in effect on the date the program submits its rank order list or its preference 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 Rank Order List Certification Deadline or at the time the program interviews the applicant during **SOAP**. It is recommended that each program obtain a signed acknowledgement of such communication from each applicant.

An applicant who gives notice of resignation, resigns, or vacates a 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 the applicant has a reasonable basis to be released from the binding commitment to the program under the procedures set forth in Section 2.5 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 3.6 of this Agreement.

At the conclusion of Match Week, each program shall forward letters of appointment to all applicants who have matched with or have accepted a position through **SOAP** in 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 8.0. 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 match 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 **Main Residency Match**, programs and applicants must (a) register for the Match 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 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 Rank Order List Certification Deadline. Parties are encouraged to finish this process at least a week before the Rank Order List Certification Deadline, prior to the peak utilization period when the **R3** system 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 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 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.

6.0 Other Obligations of Match Participants

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, regardless of when an applicant registers for a Match.

6.2 Restrictions on Persuasion

One of the purposes of the **Main Residency Match** 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 all information pertaining to interviews, their ranking preferences, and 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, at all times 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 any information pertaining to interviews, including the number of applications sent, and/or the number of interviews offered, accepted, or attended; or
- (c) a program to request applicants to reveal ranking preferences; or
- (d) an applicant to suggest or inform a program that placement on a rank order list or acceptance of an offer during **SOAP** is contingent upon submission of a verbal or written statement indicating the program's preference; or
- (e) a program to suggest or inform an applicant that placement on a rank order list or a **SOAP** preference list is contingent upon submission of a verbal or written statement indicating the applicant's preference; or
- (f) a program and an applicant in the **Main Residency Match** 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 or by offers extended and accepted through SOAP, will determine the offering of positions and the placement of applicants through the *Main Residency Match*.

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. During Match Week and until **SOAP** concludes, 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, remaining unfilled positions may be filled outside the Match until registration opens in September 2021 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 to participate in **SOAP** and are bound by 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 ECFMG. 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 applicants shall not have access to the *List of Unfilled Programs*. **SOAP**-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. Until **SOAP** concludes 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 this 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 **SOAP** on Thursday of Match Week. **SOAP**-ineligible applicants may 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 the Quota Change Deadline 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. Also, during **SOAP**, programs are responsible for providing complete, timely, and accurate information to

applicants about the contract they would be expected to sign and all institutional policies regarding eligibility for appointment, including visa or employment requirements. Until **SOAP** concludes 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 **SOAP** concludes.

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 individual'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.

SOAP-eligible applicants shall not apply to non-match programs until SOAP has concluded on Thursday of Match Week.

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. 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 on Thursday of Match Week. Directors of unfilled programs shall not initiate contact with any **SOAP**-ineligible applicants until after **SOAP** concludes on Thursday of Match Week.

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 the Match Week **Supplemental Offer and Acceptance Program (SOAP)** 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, 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 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 this Agreement. If the NRMP receives sufficient, credible information that a violation of this Agreement may have 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 subject applicant or program has violated the Agreement. If the Review Panel has confirmed a violation and the applicant or program accepts the adverse decision, the decision will be considered final and the NRMP will issue a Final Report of the case. If the subject applicant or program, as the case may be, contests the adverse determination through available dispute resolution procedures described in Section 15.0 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 subject applicant or program and the list of recipients as described below in section 8.2.

At any time before the Match results are released, the NRMP may summarily withdraw any applicant or program from the **Main Residency Match** and without first affording an opportunity for hearing if the NRMP believes it has credible evidence that i) the applicant or program has violated the terms of this Agreement; and ii) absent such summary withdrawal, the integrity of the Match is in jeopardy. Upon withdrawing an applicant or program from the Match, 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 2.4.3, 3.3.2, or 8.0 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 **Main Residency 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 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 15.0.

Upon confirmation by a Review Panel that the applicant or program has violated the terms of the 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.

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 Applicants

If the NRMP's investigation of an alleged violation 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 **Main Residency 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.

When a Final Report is issued to the applicant electronically, copies shall be issued to the following persons and entities as determined pertinent by the NRMP. Paper copies of the Report will be distributed by regular mail if email addresses are unavailable:

(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 student/graduate of an international medical school

(3) the NRMP institutional official and director of the program to which the applicant matched or in which the applicant accepted a position during **SOAP**

(4) the NRMP institutional official and the director of the program to which the applicant has applied or switched (if known)

(5) the person or entity who originally reported the violation

(6) The NRMP Executive Committee

(7) the American Board of Medical Specialties, if appropriate

(8) the American Osteopathic Association, if appropriate

(9) 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

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

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

Sanctions for a confirmed violation by an applicant include:

- (1) being barred from subsequent NRMP Matches for one to three years or permanently, as determined by the NRMP
- (2) being identified in the R3 system as a Match violator to participating programs for one to three years or permanently, as determined by the NRMP.
- (3) being 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 an NRMP-Match-participating institution and/or starting a position or a new training year in any program sponsored by an NRMP-Match-participating institution if training would commence within one year from the date of issuance of the Final Report.

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 an NRMP-Match-participating institution and/or from starting a position or a new training year in any program sponsored by an NRMP-Match-participating institution if training would commence within one year from the date of the NRMP's decision on the waiver.

Applicants who violate ***Supplemental Offer and Acceptance Program (SOAP)*** policies may be barred for one year from participating in **SOAP**. Repeat violators of **SOAP** policies may be barred from the Match.

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 imposition of new sanctions.

8.2.2 Programs

If the NRMP's investigation of an alleged violation 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 ***Main Residency Match***.

When a Final Report is issued to the program director electronically, copies also will be issued to the following persons and entities as determined pertinent by the NRMP. Paper copies of the Report will be distributed by regular mail if email addresses are unavailable:

- (1) the chief executive officer (or applicable role) of the hospital or university
- (2) the NRMP institutional official for transmittal to the institution's graduate medical education committee
- (3) the chair of the institution's graduate medical education committee
- (4) the ACGME for distribution to the respective Review Committee (RC)
- (5) the respective specialty program director association
- (6) the party who originally reported the violation
- (7) the NRMP Executive Committee
- (8) any federal or state regulatory agency or private accreditation entity that may have enforcement authority over the matter
- (9) any parties whom the NRMP has determined are relevant to its investigation.

Sanctions for a confirmed violation by a program include:

- (1) being barred from future NRMP Matches for one to three years or permanently, as determined by the NRMP
- (2) being identified in the **R3** system as a Match violator to participating applicants and medical schools for one to three years or permanently, as determined by the NRMP.

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 any 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 this 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.

9.0 Fees and Fee Refunds

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

9.1 Applicant Fees

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

9.1.1 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.

9.1.2 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 primary rank order list ("ROL") or more than 20 unique program codes on all supplemental ROLs combined, and from each partner of a couple who ranks more than 20 unique program codes on the applicant's primary ROL or more than 20 unique program codes on all supplemental ROLs combined. An extra rank fee shall be charged for each program code included on a rank order list that exceeds the limits specified above.

9.1.3 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 additional fees due upon certification of the rank order list. The applicant must make the necessary payment by credit card through the **R3** system.

9.1.4 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 Match as a couple.

9.1.5 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 **Main Residency Match** due to unpaid fees will not be allowed access to the *List of Unfilled Programs*, will not be eligible to participate in the Match Week **Supplemental Offer and Acceptance Program (SOAP)**, 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.

9.2 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) days of the invoice date. The invoice will be sent to the NRMP 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.

9.3 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 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.

10.0 Use of Information

Each program and applicant authorizes the NRMP to request, obtain, transmit and receive identifying information (including information in the **R3** system, individual applicant USMLE scores, COMLEX scores, Alpha Omega Alpha membership, and information regarding volunteer and work experiences) to and from authorized users, including the Accreditation Council for Graduate Medical Education, the American Osteopathic Association, the Association of American Medical Colleges, the American Medical Association, the Educational Commission for Foreign Medical Graduates, the Canadian Resident Matching Service, the National Board of Medical Examiners, the National Board of Osteopathic Medical Examiners, U.S. allopathic medical schools, U.S. osteopathic medical schools, and other authorized users engaged in postgraduate medical education for purposes of collecting and verifying data submitted by the 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. The NRMP may, however, anonymize rank order list information and use or contribute such anonymized information for NRMP-approved research purposes.

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 **Main Residency Match** results to each program that ranked the applicant on the program's rank order list, to the applicant's school of medicine or osteopathy, and to those program directors who request such information to verify whether the applicant was matched.

Each applicant also authorizes the NRMP to release any information provided by such applicant to other matching programs for the purpose of ensuring the applicant does not match to concurrent year positions.

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

11.0 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 Statement, 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.

12.0 Disclaimers

The parties acknowledge that the fees charged by the NRMP for participation in the **Main Residency Match** include no consideration for any assumption by the NRMP of the risk of any damages that may arise in connection with any program's or applicant's participation in the **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, or any Vendor,

will be liable for any loss, damage, cost, or expense whatsoever, direct or indirect, regardless of the cause, that may arise out of, or be in any way related to, this Agreement, the use of the **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 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 **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 program and applicant is solely responsible for verifying that the certified rank order list has been duly entered and certified.

13.0 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.

14.0 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, other than those given in accordance with Section 8.0, 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. Such notices to applicants or programs given by email will be deemed given twenty-four (24) hours after sending, unless the sending party is notified that the email address is invalid or that the message was not delivered, or if the receiver has voluntarily unsubscribed from NRMP emails or notices. All notices given by the NRMP during an applicant's or program's session on the **R3** system will be deemed given at the time of such session.

15.0 Dispute Resolution

Except for waiver determinations that are final when made by the NRMP and not subject to arbitration, judicial review, or review by any third party, as provided in this Agreement, all other disputes arising out of, or related to, the **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** shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect (as modified below and excluding Procedures for Large, Complex Disputes), unless the parties to the dispute mutually agree otherwise. The arbitration hearing shall commence within six months of filing the demand for arbitration or at another time agreeable to the NRMP. Notwithstanding the foregoing, no arbitrator shall have power to adjudicate any dispute as a class arbitration or as a consolidated arbitration without the express consent of all the parties to any such dispute, and every arbitrator shall return a reasoned award in writing, setting forth the factual findings and legal conclusions that are the basis for the determination. In addition, no arbitrator shall have the power to modify any sanctions imposed by the NRMP unless: (1) the arbitrator determines there is no basis in fact for a finding of violation; or (2) the arbitrator finds that the sanctions imposed by the NRMP are either arbitrary and capricious or outside the scope of potential sanctions set forth in this Agreement and the Violations Policy.

Notice of the demand for arbitration must be filed in writing with all other parties to the arbitration and with the American Arbitration Association. A demand for arbitration in a matter that is covered by the Violations Policy must be made in accordance with the Violations Policy. The arbitrator(s) must conduct all arbitration proceedings in the Office of the NRMP in Washington, DC or at such other location in Washington, DC as mutually agreed upon by the parties. Each party will share equally in the cost of arbitration, except that the party requesting arbitration shall be solely responsible for paying the filing fee required by the AAA Standard Fee Schedule, including the Initial Filing Fee and the Case Service Fee, and the party requesting arbitration must further file the AAA form entitled "Demand for Arbitration – Commercial". The burden shall be on the applicant or program to demonstrate by clear and convincing evidence that an adverse decision by the NRMP was without basis-in-fact or in violation of this Agreement. The award by the arbitrator or arbitrators shall be final. Judgment upon the award rendered may be entered in any court having jurisdiction thereof, so long as the arbitrator(s) acted in good faith. The arbitrator(s) may construe and interpret, but may not vary or ignore, the terms of this Agreement. The arbitrator(s) shall not have the power to make an award that is inconsistent with the provisions of this Agreement or with District of Columbia substantive law.

16.0 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 any forum by any party more than 30 calendar days after the cause of action has accrued, regardless of any statute, law, regulation, or rule to the contrary ("Limitation Period"). The Limitation Period shall commence the day after the day on which the cause of action accrued. Failure to institute an arbitration proceeding within the Limitation Period will constitute an absolute bar and waiver of the institution of any proceedings, whether in arbitration, court, or otherwise, with respect to such cause of

action. A cause of action that has become time-barred may not be exercised by way of counter claim or relied upon by way of exception.

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

17.0 General

This Agreement is governed by the laws of the District of Columbia, excluding its choice of laws provisions, and the agreed upon venue for any dispute arising from this Agreement is the District of Columbia.

The headings of the Sections of this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise affect the construction of the terms or provisions of this Agreement. Unless indicated otherwise, references in this Agreement to Sections are to Sections of this Agreement.

If any provision of this Agreement is found in any arbitration proceeding or by any court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to achieve the purpose originally intended, if possible, and the validity, legality, and enforceability of the remaining provisions will not be affected or impaired and are to be enforced to the maximum extent permitted by applicable law. If any remedy set forth in this Agreement is determined to have failed of its essential purpose, then all other provisions of this Agreement will remain in full force and effect.

Failure of any party to act or exercise its rights under this Agreement upon the breach of any other terms hereof by any other party is not to be construed as a waiver of such a breach or prevent such party from later enforcing compliance with any or all of the terms hereof. This Agreement contains the entire agreement between the parties with respect to the **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.

18.0 Applicant Authorization for Release of Test Scores and Anonymized Data [APPLIES TO APPLICANTS ONLY]

By my electronic signature and as of the date this Agreement is submitted to NRMP, I hereby authorize my medical school, as identified in the Professional Profile section of my Match registration, 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 also authorize the National Board of Medical Examiners and the National Board of Osteopathic Medical Examiners to

transmit to NRMP my USMLE or COMLEX score (as the case may be). 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 Professional 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.

I also consent to the release of my rank order list information for approved research purposes provided such information has been anonymized and de-identified before release in accordance with NRMP procedures.

19.0 Glossary of Terms

19.1 **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.

19.2 **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.

19.3 **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.

19.4 **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.

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

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

19.7 **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.

19.8 **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.

19.9 **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.

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

19.11 **Program Director:** the primary contact for managing Match activities for a designated program.

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

19.13 **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.

19.14 **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.