2019 Match Participation Agreement
For
Applicants and Programs
2019 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”).

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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: (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; and (c) the NRMP is not involved in establishing the requirements for any residency or fellowship position or the terms of any contract between a resident or fellow and a training program.

**2.0 Applicants**

**2.1 Eligibility**

To participate in the *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 to be treated as a couple as described below.
2.2.1 Sponsored Applicants

The term "sponsored applicant" means an applicant who is a student enrolled in a medical school accredited by the Liaison Committee on Medical Education ("LCME") at the time of registration for the Match. A sponsored applicant’s eligibility to participate in the Main Residency Match and to enter graduate medical education 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.

2.2.2 Independent Applicants

The term "independent applicant" means 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 student enrolled in, or a graduate of, a school accredited by the American Osteopathic Association Commission on Osteopathic College Accreditation;

(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.

Independent applicants who registered for the Main Residency Match in a prior year may not reactivate their 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.

### 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, 2019 and before February 1, 2020. 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, 2020.

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) unless by 5:00 p.m. eastern time on the Wednesday prior to Match Week the applicant becomes eligible to enter graduate medical education on July 1 in the year of the Match. 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-Match-participating programs no earlier than 3:00 p.m. eastern time on Monday of Match Week; (b) may accept a position in a non-NRMP-Match participating program no earlier than 12:00 p.m. eastern time on Wednesday of Match Week; and/or (c) may seek a position in an NRMP Match-participating program no earlier than 11:00 a.m. eastern time on Thursday of Match Week, when the Supplemental Offer and Acceptance Program has concluded.

(b) Sponsored applicants whose graduation from an LCME-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 unless by 5:00 p.m. eastern time on the Wednesday prior to Match Week the applicant becomes eligible to enter graduate medical education on July 1 in the year of the Match. 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-Match participating programs no earlier than 3:00 p.m. eastern time on Monday of Match Week; (b) may accept a position in a non-NRMP-Match participating program no earlier than 12:00 p.m. eastern time on Wednesday of Match Week; and/or (c) may seek a position in an NRMP Match-participating program no earlier than 11:00 a.m. eastern time on Thursday of Match Week, when the Supplemental Offer and Acceptance Program has concluded, provided training begins on or after July 1 in the year of the Match and before February 1 in the year immediately following the Match.

(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.

(d) Applicants registered in both the American Osteopathic Association ("AOA") matching service and the Main Residency Match who match through the AOA Match to a PGY-1 or PGY-2 position.

Individuals who match through the AOA to either a PGY-1 or a PGY-2 position will automatically be ineligible to match to a concurrent year position in the NRMP and will automatically be ineligible to participate in SOAP for a concurrent year NRMP position. Applicants who obtain a concurrent year position during the AOA Scramble shall withdraw themselves from the Main Residency Match prior to the Rank Order List Certification Deadline.

(e) 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.

(f) **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.

(g) **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 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 and is not subject to arbitration. 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.

The NRMP, in its sole discretion, may grant to an applicant a waiver of the binding commitment to a program if the NRMP determines that the applicant is ineligible for the position or if fulfillment of the commitment to the results of the Main Residency Match would cause unanticipated serious and extreme hardship to the applicant. 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 December 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.

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

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.

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

2.5.1 Waiver Approvals: Applicants

If the waiver is granted to the applicant by the NRMP, the applicant may accept a position in another graduate medical education program and the 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. If the applicant does not accept the position, the NRMP will initiate an investigation to determine whether the applicant has violated the terms of this Agreement.

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

An applicant whose waiver request has been denied and who does not accept the position may be barred for one year from accepting an offer of a position or a new training year, regardless of the start date, in any program sponsored by a Match-participating institution and/or starting a position or new training year in any program sponsored by a Match-participating institution if training would commence within one year from the date of the NRMP's final decision to deny the waiver. The NRMP's decision and term limits of any sanction(s), if imposed, will be reflected in the R3 system Applicant Match History for the length of time the action is in effect.

If any program at a Match-participating institution, regardless of the program's Match participation status, offers a position or a new training year to that applicant to commence training during the one-year period, or if the applicant accepts or starts such a position, the NRMP will initiate an investigation to determine whether the applicant, the program, and/or the institution has violated the terms of this Agreement.
If the NRMP initiates a violation investigation of the applicant or program, it will follow the procedures set forth in Section 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 agreeing to the deferral 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. Each program executing this Agreement hereby affirms that it will meet those 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. allopathic medical schools for all of their programs 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, or transfer or as the result of an approved waiver from the NRMP, the position may be filled outside the Match provided training begins before February 1, 2019. If training will not begin before February 1, 2019, the position shall be placed in the 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, 2019. If training will not begin before February 1, 2019 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 between 11:00 a.m. eastern time 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. 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 user name 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 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 and is not subject to arbitration. 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 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 for providing the correct email address in the R3 system at the time of registration and for updating the email address, if necessary, during the matching process. If involved in a waiver or violation investigation, the participant also is responsible for conveying any change in email address to the NRMP after the Match has concluded.

References to communications from the NRMP in this Agreement, the NRMP Waiver Policy, the NRMP Violations Policy, or such other policy as may be implemented by the NRMP from time to time shall mean communication by electronic transmission; provided, however, that the NRMP shall continue to communicate in writing violations of this Agreement that have been confirmed in a Final Report (“confirmed violation”) as provided in Section 8.2.

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 Match or allows an individual who is not registered for the Match to use the registrant’s unique username and password to access the R3 system to obtain Match information. In addition, it is a violation of this Agreement if any 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 during the application (including information submitted through the Electronic Residency Application Service (ERAS) or another application process), interview, and/or matching processes and 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, that is false, misleading, incomplete, or plagiarized from another source is a violation of this Agreement. The omission of information that would reasonably be considered pertinent to a program’s decision whether to rank an applicant,
to determine an applicant’s ability to satisfy program requirements or standards, or to identify circumstances that may reasonably be expected to affect adversely the applicant’s licensure status, visa status, or ability to start the training program, shall be considered a violation of this Agreement.

Applicants have an obligation to submit complete, timely, and accurate information to the programs to which they apply for the period beginning with submission of an application through the 45th day following the start date in the appointment contract of the program position obtained through the matching algorithm 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. 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. The contract and all other information must be communicated to applicants in writing prior to the Rank Order List Certification Deadline.

Programs also have an obligation to submit complete, timely, and accurate information to the NRMP for the period beginning with submission of an electronically signed Match Participation Agreement until the 45th day following the start date of program positions processed by the matching algorithm or 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. Applicants and programs have the right to
keep their rank order lists confidential and not to share them with any other individual or entity.

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.

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 \textit{R3} system may be less accessible. \textbf{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 \textit{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.

\textbf{6.0 Other Obligations of Match Participants}

\textbf{6.1 Duty to Act in a Professional and Ethical Manner}

All participants in the \textit{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 \textit{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.

\textbf{6.2 Restrictions on Persuasion}

One of the purposes of the \textit{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 the names or identities of programs to which they have or may apply. The NRMP recommends that each program director and applicant read carefully the Match Communication Code of Conduct for information on acceptable methods of interaction during the interview and matching processes.

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

(a) a program to request applicants to reveal the names, specialties, geographic locations, or other identifying information about programs to which they have or may apply; or
(b) a program to request applicants to reveal ranking preferences; or

(c) an applicant to suggest or inform a program that placement on a rank order list or acceptance of an offer during SOAP is contingent upon submission of a verbal or written statement indicating the program’s preference; or

(d) a program to suggest or inform an applicant that placement on a rank order list or a SOAP preference list is contingent upon submission of a verbal or written statement indicating the applicant’s preference; or

(e) a program and an applicant in the 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. Through 11:00 a.m. eastern time on Thursday of Match Week, all positions offered by unfilled programs and accepted by eligible applicants shall be through the Match Week Supplemental Offer and Acceptance Program (SOAP). After SOAP concludes at 11:00 a.m. eastern time on Thursday of Match Week, remaining unfilled positions may be filled outside the Match until registration opens in September 2019 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 allopathic medical schools, students and graduates of osteopathic 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. Through 11:00 a.m. eastern time on Thursday of Match Week, eligible
unmatched and partially matched applicants shall apply only to
unfilled Match-participating programs that are participating in SOAP and
only through the Electronic Residency Application Service ("ERAS").
ERAS may inform programs if an applicant is partially matched. If a
SOAP-eligible applicant contacts or sends applications to programs for
which the applicant is ineligible, including Match-participating programs not
participating in SOAP, or uses any method other than ERAS to initiate
contact with or apply to SOAP-participating programs, the applicant shall
be in violation of 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 11:00 a.m. eastern time 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. Until 11:00 a.m. eastern time
on Thursday of Match Week, unfilled positions in ALL Match-participating
programs shall be filled only through SOAP. Neither filled nor unfilled
programs shall create positions for partially matched applicants until SOAP
concludes at 11:00 a.m. eastern time on Thursday of Match Week.

7.2.1 Preference List Certification

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

7.3.1 SOAP-Eligible Applicants

Unmatched applicants who are SOAP-eligible may begin applying for unfilled positions in SOAP-participating programs when ERAS opens at 12:00 p.m. eastern time on Monday of Match Week. SOAP-eligible unmatched applicants shall initiate contact with the directors of unfilled programs only through an ERAS application and shall refrain from any other contact until directors of unfilled programs initiate contact with them. Other individuals or entities shall not initiate contact on behalf of any unmatched applicant prior to directors of unfilled programs initiating contact, regardless of the 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.

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 SOAP-ineligible shall not contact Match-participating programs until after SOAP concludes at 11:00 a.m. eastern time on Thursday of Match Week. Directors of unfilled programs shall not initiate contact with any SOAP-ineligible applicants until after SOAP concludes at 11:00 a.m. eastern time on Thursday of Match Week.

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 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.

At any time before the Match results are released, the NRMP may withdraw any applicant or program from the **Main Residency Match** if the NRMP believes it has credible evidence that the applicant or program has violated the terms of this Agreement. Upon withdrawing an applicant or program from the 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(h), 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.

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

1. the applicant's medical school official, with a request that the Final Report be placed in the applicant's permanent file
2. the Educational Commission for Foreign Medical Graduates if the applicant is a student/graduate of an international medical school
3. the NRMP institutional official and director of the program to which the applicant matched
4. the NRMP institutional official and the director of the program to which the applicant has applied or switched (if known)
5. the party who originally reported the violation
6. the NRMP Executive Committee
7. the American Board of Medical Specialties
8. the American Osteopathic Association
9. the applicant's residency program director if the violation occurred in a fellowship match
(10) the Federation of State Medical Boards if the applicant is to be permanently identified as a Match violator or permanently barred from future NRMP Matches

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

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

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

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

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

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

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

(1) the NRMP institutional official for transmittal to the institution's graduate medical education committee

(2) the chair of the institution’s graduate medical education committee

(3) the ACGME for distribution to the respective Review Committee (RC) and the Institutional Review Committee

(4) the respective specialty program director association

(5) the party who originally reported the violation

(6) the NRMP Executive Committee

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

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

All programs at a sponsoring institution, regardless of the program’s Match participation status, are prohibited from offering a position to an applicant who has been barred for one year from accepting or starting a position or a new training year because a waiver request has been denied by the NRMP or because of a confirmed violation of the Match Participation Agreement. If 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.

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 Policy, and each program represents that he/she and his/her personnel using and accessing NRMP information have read, understood, and will abide by the NRMP's Privacy Statement.

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. 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 the granting or denial of a waiver as noted in Sections 2.5 and 3.6 of this Agreement, all disputes arising out of, or related to, the Main Residency Match, this Agreement, or the breach thereof, between or among the NRMP and any applicant or program participating, or seeking participation, in the Main Residency Match must be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect (as modified below and excluding Procedures for Large, Complex Disputes), unless the parties to the dispute mutually agree otherwise. The arbitration hearing shall commence within six months of filing the demand for arbitration or at another time agreeable to the NRMP. Notwithstanding the foregoing, no arbitrator shall have power to adjudicate any dispute as a class arbitration or as a consolidated arbitration without the express consent of all the parties to any such dispute, and every arbitrator shall return a reasoned award in writing, setting forth the factual findings and legal conclusions that are the basis for the determination. In addition, no arbitrator shall have the power to modify any sanctions imposed by the NRMP unless: (1) the arbitrator determines there is no basis in fact for a finding of violation; or (2) the arbitrator finds that the sanctions imposed by the NRMP are either arbitrary and capricious or outside the scope of potential sanctions set forth in this Agreement and the Violations Policy.

Notice of the demand for arbitration must be filed in writing with all other parties to the arbitration and with the American Arbitration Association. A demand for arbitration in a matter that is covered by the Violations Policy must be made in accordance with the Violations Policy. The arbitrator(s) must conduct all arbitration proceedings in the Office of the NRMP in Washington, DC or at such other location in Washington, DC as mutually agreed upon by the parties. Each party will share equally in the cost of arbitration, except that the party requesting arbitration shall be solely responsible for paying the filing fee required by the AAA Standard Fee Schedule, including the Initial Filing Fee and the Case Service Fee, and the party requesting arbitration must further file the AAA form entitled ‘Demand for Arbitration – Commercial’. The burden shall be on the applicant or program to demonstrate by clear and convincing evidence that an adverse decision by the NRMP was without basis-in-fact or in violation of 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 an arbitral, judicial, or other proceeding by any party more than 30 calendar days after the cause of action has accrued, regardless of any statute, law, regulation, or rule to the contrary (“Limitation Period”). The Limitation Period shall commence the day after the day on which the cause of action accrued. Failure to institute an arbitration proceeding within the Limitation Period will constitute an
absolute bar and waiver of the institution of any proceedings, whether in arbitration, court, or otherwise, with respect to such cause of action. A cause of action that has become time-barred may not be exercised by way of counter claim or relied upon by way of exception.

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

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 [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.

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 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 student enrolled in, or a graduate of, a school accredited by the American Osteopathic Association Commission on Osteopathic College Accreditation; (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. Institutional Administrator: An individual assigned by the institutional official to assist with oversight and management of the institution's programs in the Match.

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

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”) at the time of registration for the Match.

*Updated September 2018*
Main Residency Match® Program Checklist

REGISTRATION
Match opens: September 15, 2018 at 12:00 p.m. ET

☐ Register for the Match. NRMP accounts are assigned to the user, not the institution or program. Users must not share their username and password.
  • New Program Director/Coordinator: Create your individual account in the Registration, Ranking, and Results® (R3®) system using the token link sent by email when the Match opens.
  • Returning Program Director/Coordinator: When the Match opens, log in to the R3 system by entering your username and password.

☐ Set a program coordinator. If desired, program directors can add a program coordinator in the R3 system to assist with the matching process. The coordinator must create an individual account. It is a Match violation if the coordinator uses the program director’s log in credentials.

☐ Contact the program’s NRMP institutional official (IO) to activate the program for Match participation. Programs will not be able to update any program or quota information until the program has been activated. During the Match, the IO must approve all quota changes, reversions, and other program changes.

☐ Watch the “Institution and Program Match Process” video and view program resources on www.nrmp.org under “Residency”.

☐ Check the program quota in the R3 system. The quota is the number of residents NRMP will attempt to match to the program for the appointment year. The quota can be updated at any time prior to the Quota Change Deadline.

☐ Update the program’s public contact information. This information is made available in the Match Program Rating and Interview Scheduling Manager, or The Match PRISM®, a free smartphone app that allows applicants to track, organize, and rate programs during their interviews.

☐ Be sure all staff involved in the interview and matching processes understand and adhere to the terms of the Match Participation Agreement.

☐ Consult the Applicant Match History in the R3 system to ensure all applicants who are invited for interviews are eligible for appointment. Programs do not need to verify the eligibility of senior medical students because they have no prior Match history.

☐ Remind all interviewees to register for the NRMP Main Residency Match. During the interview, provide applicants with the NRMP program code so they can rank the program.

☐ Create Joint Advanced/Preliminary arrangements in the R3 system, if necessary. Joint A/P arrangements must be created by 11:59 p.m. ET on January 14, 2019.

☐ Like and follow the NRMP on Facebook, Twitter, or LinkedIn for reminders and updates. Use #Match2019 in social media posts and follow the conversation on Tagboard.
RANKING

Rank order list entry begins: January 15, 2019 at 12:00 p.m. ET

☐ Begin creating the program rank order list (ROL) in the R3 system. The ROL is the list of applicants, ranked in order of preference, whom the program has interviewed and wishes to train.

☐ Finalize the program quota. If the program will not participate in the Match, it must be withdrawn by the Quota Change Deadline.

Quota Change/Withdrawal Deadline: January 31, 2019 at 11:59 p.m. ET

☐ Set the program’s Match Week Supplemental Offer and Acceptance Program® (SOAP®) participation status. NRMP encourages programs to participate in SOAP in the event some positions are not filled when the matching algorithm is processed. The SOAP participation status must be verified by the institutional official by the Quota Change Deadline.

SOAP Participation Status Deadline: January 31, 2019, at 11:59 p.m. ET

☐ Set up reversions in the R3 system, if necessary. Reversions must be entered and approved by the Rank Order List Certification Deadline.

☐ Finalize and certify the program rank order list by the Rank Order List Certification Deadline. To participate in the Match, the rank order list must be certified. Do not wait until the last minute to enter and certify the ROL. Program coordinators are prohibited from certifying rank order lists.

Rank Order List Certification Deadline: February 20, 2019, at 9:00 p.m., ET

☐ Learn about SOAP and join the Match Week and SOAP Listserv.

RESULTS

Match Week: March 11-15, 2019

☐ Learn if the program filled and participate in SOAP, if necessary, at 11:00 a.m. ET on Monday, March 11.

☐ Review the program’s Match results. Confidential Roster of Matched Applicants report will be available by email and in the R3 system on Thursday, March 14, at 2:00 p.m. ET. The information is confidential and cannot be shared until 1:00 p.m. ET on Friday, March 15.

☐ Celebrate Match Day! Match Day is Friday, March 15. Results are available to applicants in the R3 system at 1:00 p.m. ET. Matched applicants can be contacted after that time.

☐ Print Match reports. The Match will close in the R3 system on June 30, 2019, at 11:59 p.m. ET, and Match reports will no longer be available.
Fellowship Match Program Checklist
Please check the Schedule of Dates for your specific Match events.

REGISTRATION

☐ New Program Director/Coordinator: Create your account in the Registration, Ranking, and Results (R3) system using the token sent via email when the Match opens.

Returning Program Director/Coordinator: When the Match opens, log in to the R3 system by entering your username and password.

Do not share your user name and password. It is a Match violation to allow any other individual to use your log in credentials.

☐ Program Director: If desired, set a program coordinator in the R3 system to assist with the matching process. The coordinator will receive a token to create an account.

☐ Contact your NRMP institutional official (IO) to activate your program for Match participation. You will not be able to update any program information until your program has been activated. Your IO is required to approve all quota changes, reversions, and other special requirements.

☐ Once your program has been activated, update your program quota in the R3 system. The quota is the number of fellows NRMP will attempt to match to your program for the appointment year, and NRMP pre-loads the R3 system with the final quota from the prior-year Match. The program quota must be finalized by the Quota Change Deadline. Some Fellowship Matches have voluntarily implemented the All In Policy, which requires programs to attempt to fill all positions in the Match if registered for the Match.

☐ Update your program’s public contact information. This information will be updated periodically in the Match Program Rating and Interview Scheduling Manager (PRISM®), a free smartphone app that allows applicants to track, organize, and rate programs during the interview process. Updated program information also is essential for the List of Unfilled Programs if your program does not fill all positions when the matching algorithm is processed.

☐ Before offering applicants interviews, use the Applicant Match History in the R3 system to determine whether applicants have Match commitments or are eligible for appointment.

☐ Be sure staff involved in the interview and matching process understand and adhere to the terms of the Match Participation Agreement. Share the Communication Code of Conduct with them.

☐ Remind all applicants your program is participating in the Match and to register for the appropriate Match. Provide applicants your NRMP program code(s) so they can easily find your program in the R3 system.

RANKING

☐ Begin creating your rank order list (ROL) in the R3 system. Your ROL is the list of applicants, ranked in order of preference, whom you have interviewed and wish to train.

☐ Set up reversions in the R3 system, if necessary. View instructions for reversions
Program Director: Finalize and certify your rank order list by the Rank Order List Certification Deadline. To participate in the Match, the rank order list must be certified by the program director. Program coordinators are prohibited from certifying rank order lists. Do not wait to enter and certify your ROL!

RESULTS

Check your Match results by logging in to the R3 system at 12:00 p.m. ET on Match Day. Go to “My Reports” and click Confidential Roster of Matched Applicants to find out who matched to your program. Other reports of interest are the Match Results Statistics and the Match Results by Ranked Applicant.

Print/save copies of reports you wish to retain for archival purposes. Approximately nine months after Match Day, the database will be closed and reports no longer will be available in the R3 system. Historical reports can be requested for a fee.
Match Policy: What Program Directors Need to Know

Before participating in the Main Residency Match®, each program director must agree to the terms and conditions of the Match Participation Agreement (MPA) for Applicants and Programs. Every program director should read the MPA thoroughly because the entire Agreement is binding; however, this document is intended to promote compliance with policy by highlighting sections of the Agreement that are new and/or may require a program director’s specific attention.

✓ A program director participating in the Main Residency Match agree to register and attempt to fill all of their positions through the Match or another national matching plan. (Section 3.1)

✓ NEW Any registered program that does not want to offer positions though the Main Residency Match must officially withdraw from the Match through the Registration, Ranking, and Results (R3) system by the Quota Change Deadline. (Section 3.3.2)

✓ If a PGY-1 position becomes vacant due to applicant dismissal, termination, or transfer or as the result of an approved waiver from the NRMP, the program director may fill the position outside the Match provided training begins before July 1 in the year of the Match. If a PGY-2 position becomes vacant
  o before the quota change deadline in the year of the Match: the program director may fill the position outside the Match provided training begins before February 1 in the year of the Match;
  o before the rank order list deadline in the year of the Match: the program director must place the position in the Match as a “physician” or “R” track;
  o after the rank order list deadline in the year of the Match: the program director may fill the position outside the Match until prior to the day registration opens for the next Match. (Section 3.3.3)

✓ Program coordinators shall access the R3 system only with a username and password separate and distinct from the program director. Program coordinators are prohibited from modifying quotas or certifying rank order lists or SOAP preference lists. (Section 3.5)

✓ NEW Programs are prohibited from encouraging or supporting a matched applicant from seeking a concurrent year appointment absent a waiver from the NRMP (Sections 3.6 and 5.1)

✓ Program directors, regardless of Match participation status, cannot discuss, interview for, or offer positions to applicants between the Rank Order List Certification Deadline and 3:00 p.m. eastern time on Monday of Match Week (Section 4.2). Program directors are required to ensure that representatives of the program follow the same policy (Section 3.4.3).

✓ Program directors must provide complete, timely, and accurate information to applicants, including a copy of the contract the applicant would be expected to sign and all institutional policies regarding eligibility for appointment to a position. (Section 4.5)

✓ Program staff cannot discuss, interview for, or offer a position to any applicant who has a binding commitment to a concurrent year position in another program. PDs must use the Applicant Match History in the R3 system to determine the applicant’s eligibility for appointment prior to offering the applicant an interview. (Section 5.2)
✓ Program staff are prohibited from requesting applicants reveal ranking preferences or the names, specialties, geographic locations, or other identifying information about programs to which they have or may apply. (Section 6.0)

✓ Program directors cannot create positions for partially matched applicants until SOAP concludes at 11:00 a.m. eastern time on Thursday of Match Week. In addition, directors of unfilled programs may not initiate contact with SOAP-ineligible applicants until SOAP concludes. (Sections 7.2 and 7.3)

Failure to comply with all the terms and conditions of the MPA, whether intentionally or not, may result in an investigation and the imposition of penalties, including but not limited to being identified as a Match violator in the R3 system and notification of the violation being issued to the appropriate program director association.
Match Policy: What Fellowship Programs Need to Know

Before participating in the Specialties Matching Service®, each program director must agree to the terms and conditions of the Match Participation Agreement (MPA). Every program director should read the MPA thoroughly because the entire Agreement is binding; however, this document highlights some sections of the Agreement that may require a program director’s specific attention.

- Between the Rank Order List Certification Deadline and Match Day, applicants and programs cannot apply for, discuss, interview for, or accept or offer any position that would run concurrent with positions offered in the Specialties Matching Service. (Section 4.2)

- Program directors must provide, in writing prior to the Rank Order List Certification Deadline, complete, timely, and accurate information to applicants, including a copy of the contract the applicant would be expected to sign and all institutional policies regarding eligibility for appointment to a position. (Section 4.6)

- 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. (Section 5.1)

- Program staff cannot discuss, interview for, or offer a position to any applicant who has a binding commitment to a concurrent year position in another program. Programs must use the Applicant Match History in the R3 system to determine the applicant’s eligibility for appointment prior to offering the applicant an interview. (Section 5.2)

- 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 ranking preferences and the names, specialties, geographic locations, or other identifying information about programs to which they have or may apply. (Section 6.2)

- NRMP will certify an existing program rank order list in the Registration, Ranking, and Results (R3) system after the Rank Order List Certification Deadline provided a written request and consent is received by NRMP within 48 hours after the deadline. Only the rank order list displayed in the R3 system at the time of the deadline will be certified, and NRMP will not create or modify a rank order list at any time for any reason. (Section 5.3)

- Programs are prohibited from offering a position, regardless of start date, to any applicant who is ineligible as the result of a confirmed violation or a denied waiver. (Section 7.2.2)

FOR FELLOWSHIP SPECIALTIES THAT HAVE VOLUNTARILY IMPLEMENTED THE ALL IN POLICY:

- If a position becomes vacant after the Rank Order List Certification Deadline and the program is participating in a Specialties Matching Service Match that has implemented the All In Policy, the position may be filled outside the Match at any time between 12:00 p.m. eastern time on Match Day and prior to the day registration opens for the next Match in which the program participates. (Section 3.4)

Failure to comply with all the terms and conditions of the Agreement, whether intentionally or not, may result in an investigation and the imposition of sanctions, including but not limited to being identified as a Match violator in the web-based Registration, Ranking, and Results® (R3®) system and notification of the violation to the ACGME and the appropriate program director association.
PURPOSE

The National Resident Matching Program® (NRMP®) seeks to maintain the highest professional standards in the conduct of its Matching Program and expects all applicants and programs to conduct their affairs in a professionally responsible manner. Interactions between applicants and program directors during the interview and matching processes must be guided by the Match Participation Agreement, especially the section entitled Restrictions on Persuasion, which makes it clear that applicants and program directors should be free to make decisions on a uniform schedule and without coercion or undue or unwarranted pressure.

The NRMP and the Council of Medical Specialty Societies Organization of Program Director Associations have partnered to create this Match Communication Code of Conduct, which serves as a guide for all residency program staff involved in the interviewing and matching processes.

CODE

To promote the highest ethical standards during the interview, ranking, and matching processes, program directors participating in a Match shall commit to:

- **Respecting an applicant's right to privacy and confidentiality** Program directors and other interviewers may freely express their interest in a candidate, but they shall not ask an applicant to disclose the names, specialties, geographic location, or other identifying information about programs to which the applicant has or may apply.

- **Accepting responsibility for the actions of recruitment team members** Program directors shall instruct all interviewers about compliance with Match policies and the need to ensure that all applicant interviews are conducted in an atmosphere that is safe, respectful, and nonjudgmental. Program directors shall assume responsibility for the actions of the entire interview team.

- **Refaining from asking illegal or coercive questions** Program directors shall recognize the negative consequences that can result from questions about age, gender, religion, sexual orientation, and family status, and shall ensure that communication with applicants remains focused on the applicant's goodness of fit within their programs.

- **Declining to require second visits or visiting rotations** Program directors shall respect the logistical and financial burden many applicants face in pursuing multiple interactions with programs and shall not require them or imply that second visits are used in determining applicant placement on a rank order list.

- **Discouraging unnecessary post-interview communication** Program directors shall not solicit or require post-interview communication from applicants, nor shall program directors engage in post-interview communication that is disingenuous for the purpose of influencing applicants’ ranking preferences.

Honest communication between applicants and program staff is essential to a successful matching process. Programs that fail to adhere to the terms of the Match Participation Agreement will be subjected to a violation investigation as described in *The Policies and Procedures for Reporting, Investigation, and Disposition of Violations of NRMP Agreements*, which are incorporated by reference and are an integral part of the Match Participation Agreement. The cooperation of all parties in monitoring the conduct of Matches is essential to maintaining a fair and equitable process.
Under the NRMP All in Policy, any program registering for the Main Residency Match® must register and attempt to fill all positions through the Match or another national matching plan. The Policy applies to those positions a program wishes to fill, which may be fewer than the number of positions for which the program is accredited. Programs planning to participate in the Match cannot offer positions outside the Match prior to program director registration and program activation. If a position is offered outside the Match prior to program registration and activation, the program is ineligible to enroll in the Match unless the program has been granted an exception to the All In Policy by the NRMP for the position in question.

**POSITIONS THE ALL IN POLICY APPLIES TO**

The All In Policy applies to positions for which the NRMP offers matching services:

- All PGY-1 positions as well as all PGY-2 positions in specialties accredited to begin at either the PGY-1 or PGY-2 level, regardless of whether the program begins in the PGY-1 or PGY-2 year
- PGY-2 positions that are “reserved” for applicants eligible to begin advanced training in the year of the Main Residency Match
- PGY-3 positions in Child Neurology

Positions NOT subject to the All In Policy include:

- PGY-2 or higher positions in specialties accredited to begin only at the PGY-1 level
- PGY-3 or higher positions (excepting Child Neurology) in specialties accredited to begin at either the PGY-1 or PGY-2 level
- Positions in ACGME/AOA® dually-accredited programs that are unfilled at the conclusion of the American Osteopathic Association Match

**EXCEPTIONS TO THE ALL IN POLICY**

Requests for exceptions to the All In Policy must be submitted in writing and if approved apply only to the current Match year.

CLICK HERE FOR LIST OF POSSIBLE EXCEPTIONS TO ALL IN POLICY

Exceptions are not approved for international medical graduates needing visas or for programs in rural and medically underserved areas. The R3 system is flexible and can accommodate special circumstances, including:

- International medical graduates with funding from their home countries
- Combined clinical-research programs where the first year is not clinical training

Requests for exceptions submitted by Rural Scholars, Family Medicine Accelerated Track, and Innovative Programs must be submitted using the All In Exceptions Form. All other requests may be submitted by email at policy@nrmp.org or by U.S mail.

NEW! Once approved for an exception, programs are permitted to submit the All In Attestation for up to three years provided the program director and DIO annually affirm that the structure and function of the program have not unchanged.

>> View the All In Policy for SMS Fellowship Matches
NRMP permits Specialties Matching Service (SMS) Match sponsors to voluntarily implement the All In Policy for their Fellowship Matches. If a SMS Match sponsor voluntarily implements the All In Policy, programs in the subspecialty that participate in the Match must register and attempt to fill all positions in the Match. Please note that the Policy applies to those positions a program wishes to fill, which may be fewer than the number of positions for which the program is accredited.

There are few important distinctions between the NRMP and SMS Match sponsors that voluntarily implement the All In Policy:

- Under the SMS Match Participation Agreement, SMS Match sponsors must commit to active participation of at least 75 percent of the group’s eligible programs and a minimum of 75 percent of all available positions in the specialty. The NRMP does NOT require participation of all programs, even those in specialties that voluntarily implement the All In Policy.
- NRMP monitors compliance with the All In Policy only for programs participating in the Fellowship Match. SMS Match sponsors may impose restrictions on programs that do not participate in the Match or may offer benefits to Match-participating programs, however, NRMP does NOT impose restrictions for non-Match participation and, when applicable, will levy only the sanctions outlined in Section 7.0 of the SMS Match Participation Agreement.

Match sponsors interested in implementing an All In Policy should contact NRMP at admin@nrmp.org.

CLICK HERE FOR LIST OF FELLOWSHIP MATCHES IMPLEMENTING THE ALL IN POLICY

EXCEPTIONS TO THE ALL IN POLICY

Requests for exceptions to the All In Policy must be submitted in writing and, if approved, apply only to the current Match. Exceptions may be granted for:

- **Military appointees to civilian programs**: Positions reserved for applicants placed in civilian training programs as part of the Joint Service Graduate Medical Education Selection Board, or Military Match, based on pre-existing arrangements between the civilian programs and military branch GME offices. Applicants who are provided funding by their military branch but not placed through the Military Match process into a civilian training program do not qualify for exceptions to the All In Policy. Those positions must be filled through the Match, and programs can create special tracks for military funded applicants in the R3 system.
- **Other circumstances as requested by the SMS Match sponsor and approved by the NRMP**

Exceptions are not approved for international medical graduates needing visas or for programs in rural and medically underserved areas. The Registration, Ranking, and Results (R3) system is flexible and can accommodate special circumstances including:

- **International medical graduates with funding from their home countries.**
- **Combined clinical-research programs where the first year is not clinical training.**

Requests for exceptions may be submitted by email at policy@nrmp.org or by U.S mail.

>> View the All In Policy for the Main Residency Match
PROFESSIONALISM AND THE MATCH

This message highlights the importance the NRMP places on the professional behavior of all Match participants because strict adherence to the terms and conditions of the Match Agreement is essential to establishing a fair and transparent process.

During the registration process, Match participants electronically affix their passwords to and agree to comply with the terms and conditions of the applicable Match Participation Agreement (“Match Agreement”). The NRMP maintains the highest professional standards in the conduct of its Matches and in its interactions with all participants. Similarly, the NRMP expects all Match participants to conduct their affairs in an ethical and professionally responsible manner.

DEMONSTRATING PROFESSIONAL BEHAVIOR

Participants must demonstrate professional behavior throughout the application, interview, and matching processes by observing practices that protect the rights of applicants and programs to determine their selections in the absence of unwarranted pressure and by respecting the binding nature of a match commitment. Failure to demonstrate professional behavior could result in a Match violation and sanctions.

The Policies and Procedures for Waiver Requests and the Policies and Procedures for Reporting, Investigation, and Disposition of Violations of NRMP Agreements are incorporated by reference into the Match Participation Agreement and are available for review.

Resources available in the Registration, Ranking, and Results® (R3®) system can help guide Match participants through the interviewing and matching processes. The Applicant Match History, available throughout the year in the R3 system, must be used by program directors and NRMP institutional officials to determine whether an applicant has a binding concurrent-year match commitment to another program, has requested a waiver of a match commitment, and/or has been involved in an NRMP violation investigation. An Institution and Program Violations Report also is available in the R3 system to allow applicants and medical school officials to determine whether an institution or program has been involved in an NRMP violation investigation.

EXAMPLES OF UNPROFESSIONAL BEHAVIOR

Failure to comply with all the terms and conditions of the Agreement, whether intentionally or not, may result in an investigation and the imposition of sanctions. The violations most commonly reported to the NRMP include:

1. After a Match, an applicant who obtained a position does not accept that position. The Match Participation Agreement states that the listing of a program on the applicant’s certified rank order list and the listing of an applicant on a program’s certified rank order list establishes a binding commitment to accept an offer and to start training in good faith on the date specified in the appointment contract. The same binding commitment is established when positions are obtained through the Match Week Supplemental Offer and Acceptance Program (SOAP) and carries through the first 45 days after the start date of the relevant appointment contract.

2. A program director asks an applicant about ranking preferences or for any information about other programs where the applicant has applied or interviewed. Although applicants may volunteer such information, it is a violation of the Agreement if program staff requests that information.

3. A medical school official asks, requires, or pressures an applicant to disclose his/her rank order list. School officials can offer to review rank order lists to support students in the Match process, and applicants can voluntarily share their rank order lists with advisors.

4. An applicant with a binding commitment applies for, discusses, interviews for, or accepts a concurrent-year position in another program prior to receiving a waiver from the NRMP. Similarly, a program director discusses, interviews for, or offers a position to an applicant prior to receiving a waiver from the NRMP. The Match Participation Agreement prohibits applicants and programs from releasing each other from a match commitment. Once parties have matched or a position has been accepted during SOAP, a waiver of the binding commitment may be obtained only from the NRMP.
5. During the application, interview, and/or matching processes, an applicant fails to provide complete, timely, and accurate information to programs. Similarly, a program fails to provide complete, timely, and accurate information to applicants, including a copy of the contract they will be expected to sign if matched to the program and all pertinent information about institutional policies and eligibility requirements for appointment. Programs must provide all such information prior to the Rank Order List Certification Deadline. Medical school officials also must provide complete, timely, and accurate information, including information provided in the Medical School Performance Evaluation (MSPE).

6. During SOAP, a medical school official contacts a program director at the same or another institution on behalf of one of the school’s unmatched applicants. The Match Participation Agreement prohibits applicants and any individual acting on the applicants’ behalf from contacting programs about unfilled positions prior to the program contacting the applicant after receiving an ERAS application.

NOTE: The foregoing examples are illustrative only. They are not meant to be an exhaustive list of the types of activities that violate the NRMP’s Match Participation Agreement.

PROFESSIONALISM AND COMMUNICATION

Interactions between applicants and program directors during the application, interview, and matching processes are an essential component of professionalism. Section 6.9 of the Match Agreement. Restrictions on Persuasion, permits program directors and applicants to express interest in each other but prohibits the solicitation of statements implying a commitment. However, some applicants may misinterpret statements of encouragement to signify a commitment on the part of the program, and some programs may make misleading statements. Such statements are not binding, and neither applicants nor program directors should rely on them when creating their rank order lists. Program directors, institutional officials, and medical school officials should avoid making misleading statements and at all times display a professional code of behavior in their interactions with applicants. 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.

What Information Should I Make Available To Applicants During The Interview Process?

NRMP policy requires each program to act in good faith to provide complete, timely, and accurate information to interviewees, including:

- a copy of the contract the applicant will be expected to sign if matched to the program and
- the institution’s policies on visa status and eligibility for appointment.

The information MUST be communicated to interviewees prior to the Rank Order List Certification Deadline.

The NRMP requires programs obtain signed acknowledgment from each interviewee that confirms institutional policies regarding eligibility for appointment have been shared. If institutional policies regarding applicant eligibility are available online, interviewees should be informed where the information may be found, and the acknowledgment should indicate that the interviewee was notified of the location of policies on the institution’s website.

The NRMP also recommends that programs remind applicants that the application process is separate from the NRMP matching process. Remind applicants they must register with the NRMP so they can be ranked in the Match. Provide interviewees with your program ID so they can easily add your program to their ROL.
Will I be able to print a copy of my rank order list (ROL) before or after submission?

Yes, you can print a ROL at any step during the process by using the web browser button. You also can open a printer-friendly version of your ROL by using the View/Print ROL link that appears on the My Rank Order List page under the Options heading.

How will I know that NRMP received my certified rank order list (ROL)?

When you certify your ROL, the NRMP sends an email confirmation that includes the number of applicants on your list.

How does the NRMP know when my rank order list (ROL) is ready to be used in The Match?

When you have entered all of your ranks, click the “Certify” button and enter your password. Your Program Status will read CERTIFIED to indicate that you have finished your rank order list. If changes are made to a certified ROL, it must be re-certified.

Can anyone else see my rank order list (ROL)?

Your rank order list is confidential. Program rank order lists can be seen only by the program director and coordinator, the institutional official and administrator, and NRMP staff (unless you give your username and password to someone else, which is a violation of the Match agreement).

What happens if my program does not fill all positions?

Main Residency Match® program directors who learn at 12:00 p.m. eastern time on Monday of Match Week that they did not fill their positions can participate in the Match Week Supplemental Offer and Acceptance Program® (SOAP®) provided they notified the NRMP prior to Match Week of their desire to participate in SOAP. Specialties Matching Service® program directors who learn at 12:00 p.m. eastern time on Match Day that they did not fill their positions can access the List of Unmatched Applicants that displays potential candidates.

Can program directors make quota changes, additions, and withdrawals in the R3® system?

Program changes can be made in the R3® system by the program director, but they must be approved by the institutional official. Program quotas cannot be changed after the Quota Change Deadline except in cases of extreme emergency. Please also note that 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 Main Residency Match. The NRMP will regularly monitor the compliance of Match-participating programs in registering and attempting to fill all of their positions through the Main Residency Match.
How do I know if an applicant has a binding commitment to another NRMP Match-participating program?

The Registration, Ranking, and Results® (R3®) system includes an Applicant Match History that must be used by program directors and NRMP institutional officials to determine, prior to offering the applicant an interview, whether that applicant has a binding commitment to another NRMP Match-participating program or is prohibited from receiving an appointment due to a denied waiver or a confirmed violation. The Applicant Match History also indicates whether the applicant has requested a waiver of the binding commitment and/or been involved in an NRMP violation investigation.

How are program tracks used in the R3® system?

Tracks within the R3® system are used by institutions to differentiate between different program options within the same program and specialty. Tracks in the Main Residency Match® can be used to:

- Designate preliminary (PGY-1 only), categorical, advanced (PGY-2 beginning the year after the Main Residency Match), and physician-reserved (PGY-2 beginning in the year of the Main Residency Match) positions
- Distinguish between clinical and research options
- Highlight a program that operates on separate campuses or in different geographic areas

Tracks in the Specialties Matching Service® can be used to:

- Distinguish between clinical and research options
- Highlight a program that operates on separate campuses or in different geographic areas

When using tracks, program directors should:

- Create a separate rank order list (ROL) of applicants for each track (and not one ROL aggregating all candidates);
- Place in each track the predetermined number of positions to be filled, being sure not to exceed the total number of positions in the program; and
- Set up a reversion in the R3 system, if necessary, to guard against the program being unfilled. Each program track title should describe the type of training in a manner that distinguishes it from other tracks in the same institution and specialty.

What types of programs participate in the Main Residency Match®?

Categorical-C: programs that begin in the PGY-1 year and provide the full training required for specialty board certification. Medicine-M: categorical programs in primary care medicine and primary care pediatrics that begin in the PGY-1 year and provide the full training required for specialty board certification. Advanced-A: programs that begin in the PGY-2 year after a year of prerequisite training. Preliminary-P: or one-year programs that begin in the PGY-1 year and provide prerequisite training for advanced programs. Physician-R: programs that are reserved for physicians who have had prior graduate medical education. Reserved programs offer PGY-2 positions that begin in the year of the Match and thus are not available to senior medical students. Some specialties may offer both categorical and advanced type positions. Examples are Dermatology, Anesthesiology, Neurology, Physical Medicine and Rehabilitation, and Diagnostic Radiology.
Can I ask applicants where else they are applying and how they plan to rank programs?

No. The Match Participation Agreement states that applicants are free at all times to keep confidential the names or identities of programs to which they have or may apply. A program director may not request the names, specialties, geographic location, or other identifying information about programs to which an applicant has or may apply. Programs that ask that information of applicants may be subject to a violation investigation.

What do I do if an applicant who has a binding commitment to my program does not show up for training?

The Match Participation Agreement states that a match between an applicant and a program creates a binding commitment to offer and accept a position and to start training in good faith (i.e., with the intent to complete the program) on the date specified in the appointment contract. For the Main Residency Match®, the same binding commitment is established Supplemental Offer and Acceptance Program® if a program offers a position by listing an applicant on its preference list and the applicant accepts that offer. A decision not to honor that commitment is a breach of the Agreement, and program directors are expected to report to the NRMP the name of any applicant who does not honor his/her binding commitment. The NRMP will initiate a violation investigation of the applicant in accordance with the NRMP’s Policies and Procedures for the Reporting, Investigation, and Disposition of Violations of NRMP Agreements.

Must institutional officials approve all quota changes, additions, and withdrawals in the Registration, Ranking, and Results® (R3®) system?

Yes. Program directors can enter changes in the R3 system, but they must be approved by the institutional official.

Is there a limit to the number of ranks I can submit?

Yes. Applicants cannot submit rank order lists with more than 300 ranks.

Can I make changes or additions to my rank order list (ROL) after I certify it? If so, how quickly is my list updated, and are previous versions of my ROL maintained in the R3® system?

Yes, your rank order list can be modified or re-ordered any number of times up until 9:00 p.m. eastern time on the Rank Order List Certification Deadline. Programs in the middle of a session at 9:00 p.m. will not be able to complete their session and will be forced off the server. Do not to wait until the last minute to enter or certify a rank order list so as to avoid any problems at the deadline. If a certified ROL is changed by adding, moving, or deleting an applicant, it must be recertified to be used in a Match. Previous versions of rank order lists are NOT saved in the R3® system. No changes can be made to a rank order list after the Rank Order List Deadline, nor will the NRMP add, delete, or in any way modify a rank order list.
How will I know if my program(s) filled?

Main Residency Match program and institutional users may use their username and password to access the Registration, Ranking, and Results (R3) system on Monday of Match Week and obtain Match results. Matched applicant reports are released a few days later. Specialties Matching Service fellowship program and institutional users may use their username and password to access the R3 system at noon, Eastern Time on Match Day obtain Match results and related reports. Select “My Reports” and the Confidential Roster of Program’s Matched Applicants to view the applicant(s) matched to your program.

My fellowship program has unfilled positions. What should I do?

Programs participating in any of the NRMP’s Fellowship Matches are provided with a List of Unmatched Applicants on Match Day for their Match. Applicants on the List can be contacted about a position. Programs should utilize the Applicant Match History in the NRMP’s Registration, Ranking, and Results (R3) system to determine applicant eligibility prior to offering an interview.
I received an email about the R3® system. How do I use the token number I was assigned?

First-time users of the R3 system receive via email a one-time-use token number that must be changed to a username and password of the user’s own choosing. To access the R3 system:

- Use the link embedded in the token assignment email or select Login from the top navigation bar and select the desired Match.
- Under Option 3 on the login page - Token Redemption - enter your assigned token number and email address.
- Follow the on-screen instructions to create a unique username and password of your choice.
- Re-login to the R3 system to complete the registration process!

As the institutional official, how do I register my institution and activate my programs in the R3® system?

Once you have logged in to the R3® system, select your desired Match. Next, click “Activate” to activate your institution to participate in that Match. You also may select “My Programs” to view all the programs in the R3 system that are active from your institution. Yellow triangles denote programs needing your attention, such as activation for a Match or a quota change approval. You must activate both your institution and programs for each NRMP Match. If your institution and its programs will not be participating in the Match, select “Not Participating.”

What information should I make available to applicants during the interview process?

NRMP policy requires each program to act in good faith to provide complete, timely, and accurate information to interviewees, including:

- a copy of the contract the applicant will be expected to sign if matched to the program and
- the institution’s policies on visa status and eligibility for appointment.

The information MUST be communicated to interviewees prior to the Rank Order List Certification Deadline. The NRMP recommends programs obtain signed acknowledgment from each interviewee that confirms institutional policies regarding eligibility for appointment have been shared. If institutional policies regarding applicant eligibility are available online, interviewees should be informed where the information may be found, and the acknowledgment should indicate that the interviewee was notified of the location of policies on the institution’s website. The NRMP also recommends that programs remind applicants that the application process is separate from the NRMP matching process. Remind applicants they must register with the NRMP so they can be ranked in the Match. Provide interviewees with your program ID so they can easily add your program to their ROL.
Can I ask applicants where else they are applying and how they plan to rank programs?

No. The Match Participation Agreement states that applicants are free at all times to keep confidential the names or identities of programs to which they have or may apply. A program director may not request the names, specialties, geographic location, or other identifying information about programs to which an applicant has or may apply. Programs that ask that information of applicants may be subject to a violation investigation.

What is the All In Policy?

The All In Policy applies to the Main Residency Match® and some specialties participating in the Specialties Matching Service®. The All In Policy requires any program in these participating Matches to register and attempt to fill all of its positions through the Match or another national matching plan. A “program” is defined by its ACGME® number. The Policy does not require programs to include all positions for which they are accredited, just those they wish to fill for a given training year. Learn more about the All In Policy

My program is dually-accredited. Under the All In Policy, do I have to place all my positions in the Main Residency Match®?

Programs accredited by both the ACGME® and the AOA® will register some positions in the AOA Match and some in the Main Residency Match®. Those programs do not have to place unfilled AOA positions in the Main Residency Match; however, if the program reverts to the Main Residency Match any positions not filled in the AOA Match, the program will be subject to the Match Week requirements.

I want to consider my program’s applicant pool before deciding whether to participate in the Main Residency Match®. What is the latest I can register and activate my program?

Program directors can register for the Main Residency Match® until the Rank Order List Certification Deadline, but the program must be activated for Match participation no later than the Quota Change Deadline. Under the All In Policy, programs planning to participate in the Main Residency Match cannot offer positions outside the Main Residency Match prior to program director registration and program activation. Once a position has been offered outside the Main Residency Match, the program no longer is eligible to enroll in The Match unless the position offered is one that qualifies for an exception under the All In Policy.
Can a program coordinator have an account in the R3 system to assist in the match process?

Yes, program directors have the ability to add a program coordinator in the R3 system to assist with the matching process. A program coordinator can view, create, and edit rank order lists; use the Applicant Match History to determine an applicant’s eligibility for interview and appointment; maintain public contact information; and view current Match applicants. Program coordinators will NOT be able to certify rank order lists and are prohibited by the NRMP from assuming that responsibility. Program coordinators will receive, via the email address entered for their account in the R3 system, a token code (one-time use only) that must be changed to a username and password of the user’s choice to log in to the R3 system. Program coordinators are prohibited from using the program director’s username and password to access the R3 system.

Can a program coordinator enter and certify the rank order list for a program?

A program coordinator can view, create, and edit rank order lists. Program coordinators will NOT be able to certify rank order lists and are prohibited by the NRMP from assuming that responsibility.

Why does NRMP want my email address? What if I have not received any email from the NRMP?

Email is the primary mode of communication used by NRMP, so you need to keep email current in the Registration, Ranking, and Results® (R3®) system. Some email providers use filters to ensure that users do not receive spam (junk e-mail). In some cases, those filters can prevent NRMP emails from getting through. Our email address, support@nrmp.org should be added to your personal contact, address book, “Safe,” or “People I Know” list. If you are not receiving email from NRMP and your provider does not offer such options, we recommend that you either contact your provider to determine the best way to access such messages or consider using an additional or replacement provider during your matching process for your primary email address.

How does the NRMP use Facebook and Twitter? Do I need to have accounts?

The NRMP posts and tweets the latest news, policy information, and deadline reminders about the Main Residency Match®. We do not inundate followers with posts and tweets. The NRMP is on Facebook at http://www.facebook.com/TheNRMP and its Twitter account is https://twitter.com/#!/TheNRMP. We encourage users to post their questions and comments to our social media sites, but we expect users to use good judgment when posting. The NRMP reserves the right to remove any post at any time from our social media sites. The NRMP will continue to send email announcements and reminders to all users, so you are not obligated to register with Facebook or Twitter to stay current on Match developments. The NRMP also posts the latest information to www.nrmp.org.
Search Current Match Applicants

Main Residency Match and Specialties Matching Service

Users:
- Institutional Officials (IOs)
- Institutional Administrators (IAs)
- Program Directors (PDs)
- Program Coordinators (PCs)
Note: The Search Current Match Applicants guide explains how to complete this task using a desktop computer. The menu options are the same whether using a desktop or mobile device.

- Perform this task to search for applicants you have interviewed:
  - Prior to creating a program Rank Order List (ROL).
  - To ensure the applicant(s) has registered for the Match.
- NOTE: applicants can register up until the last day of the ranking period, so the results of this search will change over time.
- This task is not the same as searching the “Applicant Match History”. Refer to the Using Applicant Match History guide to learn more.

Login:
1. Enter the Username and Password you created for accessing the Registration, Ranking, and Results (R3®) system.
2. Click Login.

Matches and Roles Page:
3. If your institution or program participates in more than one Match, the role and Match combinations for your account are displayed.
4. Click on your Role & Institution Name for the appropriate Match.
The **Match Home Page** displays for the Match you selected. An example from both Matches is shown on this page.

**Main Residency Match Home Page:**
5. Your institution, role, username, and Match year display.

6. The programs for which you are registered will display, along with each program’s NRMP program code, status, director, reversions, and quota number.

7. Main Residency Match Event dates display.

**Fellowship Match Home Page:**
5. Your institution, role, username, Match year, and appointment year display.

6. The programs for which you are registered will display, along with each program’s NRMP code, status, director, reversions, and quota number.

7. Fellowship Match event dates display.
Search for Current Match Applicants using Applicant Search Criteria:

1. Click the **Options** menu.
2. Click **Current Match Applicants**.

The **Search Applicants Currently Registered for this Match** page displays.

3. Enter available search criteria into the appropriate fields. NOTE: Not all fields are required to conduct a search. The more information entered, the more refined the search results will be.
4. Click **Search**.
5. Click **Reset** to clear the search fields.
Search for Current Match Applicants using Applicant Search Criteria, continued:

6. Search results display. If more than one name appears, click the applicable name.

7. The Applicant Details pop-up window opens. Review the information.

8. Click Close to return to the search results.
Search for Current Match Applicants using School Name:

1. Click the **Click to Find School** button.

2. The **School Lookup** section opens. Select the applicable search criteria using the drop-down menus.

3. Click **Search**.

4. School results display.

5. Click the applicable school name.

6. The school appears in the **School Name** field.

7. Click **Search**. NOTE: enter applicant details, if known, into the appropriate fields to narrow the search results.
Search for Current Match Applicants using School Name, Continued:

All applicants currently registered from the selected school display.

8. Review the list and click the name of the applicable applicant.
   a. If the applicant is not listed on the screen, click the applicable navigation button at the bottom of the screen to continue searching.

9. The Applicant Details pop-up window opens. Review the information.

10. Click Close to return to the Search Applicants Currently Registered for this Match page.
Using Applicant Match History

Main Residency Match and Specialties Matching Service

Users:
- Institutional Officials (IOs)
- Institutional Administrators (IAs)
- Program Directors (PDs)
- Program Coordinators (PCs)
**Note:** The *Using Applicant Match History* guide explains how to complete this task using a desktop computer. The menu options are the same whether using a desktop or mobile device.

The Applicant Match History was designed to assist program directors, program coordinators, and institutional officials in determining whether an applicant is eligible for appointment or has a concurrent match commitment to another program. It also displays waiver requests and violation investigations. This information is accessible throughout the year, regardless of whether the Match in which the institution participates is open or closed.

- Medical school senior students will not appear in search results because they have not yet participated in a Match.
- Applicants who participate in Matches outside the NRMP will not appear in the Applicant Match History.

**Login:**

1. Enter the **Username** and **Password** you created for accessing the Registration, Ranking, and Results (R3®) system.
2. Click **Login**.

**Matches and Roles Page:**

3. If your institution participates in more than one Match, the role and Match combinations for your account are displayed.

   ! The yellow icon indicates Matches that have pending tasks requiring your attention.

4. Click on your **Role & Institution Name** for the appropriate Match.
The **Match Home Page** displays for the Match you selected. An example from both Matches is shown on this page.

**Main Residency Match Home Page:**
5. Your institution, role, username, and Match year display.

6. The programs for which you are registered will display, along with each program’s NRMP program code, status, director, reversions, and quota number.

7. Main Residency Match Event dates display.

**Fellowship Match Home Page:**
5. Your institution, role, username, Match year, and appointment year display.

6. The programs for which you are registered will display, along with each program’s NRMP code, status, director, reversions, and quota number.

7. Fellowship Match event dates display.
Searching for a Single Applicant:

1. Click the Options menu.

2. Click Applicant Match History.

The Applicant Match History page displays.

3. Enter the applicant search details in the appropriate fields. If searching by name only, you must enter at least part of the First and Last Names.

4. To search using a school name, click the Click to Find School button.
Searching for a Single Applicant, Continued:

The **School Lookup** fields display.

5. Select the school details, including country, state/province, and school type using the drop-down menus.

6. Click **Search**.

7. School results display. Click the appropriate school link.

8. The school is listed in the **School Name** field. Enter additional applicant search details in the appropriate fields.

9. Click **Search**.

10. To clear the school name or other field entries, click **Reset**.
Searching for a Single Applicant, Continued:

11. If the applicant has a Match History, search results display. If searching by name only, results may include numerous applicants with the same name.

   NOTE: If an applicant has a violation, a red flag will appear next to the applicant’s name.

12. If the applicant does not have a Match history, an Information box will display noting there were no search results for the criteria you entered.
Searching for a Single Applicant, Continued:

13. Click the applicant’s name to review Applicant Details and confirm eligibility for appointment. All applicants will have the same information, including:
   - Matches in which the applicant obtained a position, along with the appointment year of that Match and the name of the matched program
   - Any violations committed by the applicant
   - Any waivers of the match commitment granted to the applicant

14. The example applicant’s violation is explained, including the sanction imposed by the NRMP.

15. The example applicant has no violations and has both a preliminary and advanced commitment.

16. After reviewing the applicant’s details, click Close to return to the Applicant Match History page.
Searching for Multiple Applicants via Bulk Upload:

Multiple applicants can be searched simultaneously by pasting a list of names and AAMC IDs into the Applicant Match History tool. A batch of results will be returned. You can enter up to 500 applicants at a time.

Prior to searching for multiple applicants, create a tab-delimited text file of the applicants with the following components:

- Three data elements per applicant: AAMC ID, First Name, and Last Name.
- Each data element must be separated by a Tab character; if extracting from Excel, use the format Text (Tab delimited).
- There must be one applicant per line.

1. Click the Options menu.
2. Click Applicant Match History.

The Applicant Match History page displays.

3. Click Search for Multiple Applicants via Bulk Upload at the top of the screen.
Searching for Multiple Applicants via Bulk Upload, Continued:

4. The **Search Applicants by Bulk Upload** page displays with detailed instructions for file preparation and searching.

5. Open your prepared applicant list. Select the rows of applicant records, and copy them by either:
   a. Using standard menu **Edit→Copy**, right clicking and choosing Copy, or
   b. Using **Ctrl+C** on the keyboard

6. Click in the **Applicant Data** field. Paste the applicant records using either:
   a. The browser menu (**Edit→Paste**), right clicking and choosing Paste, or
   b. **Ctrl+V** on the keyboard

7. Check the **Exact Matches Only** box to limit your search results to *only* applicants with the *exact* FirstName, LastName, and AAMC ID you enter on your list.

8. Click **Submit**.

9. Click **Show Prior Batches** to view your previous applicant searches and re-run, if necessary.
Searching for Multiple Applicants via Bulk Upload, Continued:

10. The bulk search results display.

11. Click each applicant’s name to review Applicant Details and confirm eligibility for appointment.

12. The example applicant has no violations and has both a preliminary and advanced commitment.

13. After reviewing the applicant’s details, click Close to return to the Applicant Match History page.
Program Code
Every program participating in an NRMP Match has a unique 9-character code constructed in the following manner:

- Characters 1-4: the institution code
- Characters 5-7: the ACGME specialty code
- Character 8: program type letter
- Character 9: track number (track number will be “0” unless an institution has more than one program in a specialty of the same program type. Additional track designations are automatically numbered sequentially)

Example: 1000140C0

<table>
<thead>
<tr>
<th>Program Type</th>
<th>Label</th>
<th>Definition</th>
</tr>
</thead>
</table>
| Main Residency Match® |       | View Program Types in the Main Residency Match video
(http://www.nrmp.org/program-types-main-residency-match/) |
| Categorical        | C     | training that is 3-5 years in length and begins in the PGY-1 year            |
| Primary Care Categorical | M    | offered by some Medicine and Pediatrics programs                           |
| Preliminary        | P     | training that is one year in length in transitional or specialty programs and begins in the PGY-1 year |
| Advanced           | A     | training that is 3-4 years in length in specialty programs that begin subsequent to one or more years of preliminary training |
| Physician          | R     | training in specialty programs reserved for physicians with prior graduate medical education and who can enter advanced training in the year of The Match |

Specialties Matching Service®
Fellowship | F | training that begins subsequent to completion of a core residency training program

Fellowship Subspecialty | S | training that begins subsequent to completion of a fellowship program

QUICK LINKS
LOGIN/REGISTER HELP (HTTP://WWW.NRMP.ORG/Login-Help/)
HOW THE ALGORITHM WORKS (HTTP://WWW.NRMP.ORG/Matching-Algorithm/)
MATCH FEES (HTTP://WWW.NRMP.ORG/Match-Fees/)
PROGRAM CODES AND TYPES (HTTP://WWW.NRMP.ORG/Program-Codes-And-Types/)
COMMUNICATION CODE OF CONDUCT (HTTP://WWW.NRMP.ORG/Communication-Code-Of-Conduct/)
ALL IN POLICY (HTTP://WWW.NRMP.ORG/All-In-Policy/)
FAQS (HTTP://WWW.NRMP.ORG/FAQ/)

CONTACT US
SUPPORT
866-653-NRMP (TEL:866-653-NRMP)
SUPPORT@NRMP.ORG (MAILTO:SUPPORT@NRMP.ORG)

POLICY
202-400-2235 (TEL:202-400-2235)
POLICY@NRMP.ORG (MAILTO:POLICY@NRMP.ORG)

BILLING
202-400-2238 (TEL:202-400-2238)
ACCOUNTING@NRMP.ORG (MAILTO:ACCOUNTING@NRMP.ORG)

DATA
DATAREQUEST@NRMP.ORG (MAILTO:DATAREQUEST@NRMP.ORG)

SOCIAL
(HTTPS://WWW.YOUTUBE.COM/C/NATIONALRESIDENTMATCHINGPROGRAM
TRK=TYAH)

TAGBOARD
#Match2019
(HTTPS://TAGBOARD.COM/MATCH2018/370926)
#FellowMatch
Specialties Matching Service®
Match Participation Agreement
For All Matches Opening After June 30, 2018

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

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

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

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16.0 General
1.0 Introduction to the SMS Matching Program

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

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

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

SMS Matches are managed through the NRMP’s Registration, Ranking, and Results (R3) system. A match between an applicant and a program constitutes a binding commitment between the two parties in accordance with the terms of this Agreement. Any breach of that commitment may result in penalties to the breaching applicant or program, as described in Section 7.0.
The NRMP seeks to maintain the highest professional standards in the conduct of the SMS and in its interactions with all participants: applicants, program directors, and institutional officials.

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

2.0 Applicants

2.1 Eligibility

To participate in the SMS, prior to the scheduled start date of the position for which the applicant is applying, the applicant must have completed all of the training required for such position and must meet all of the requirements for entry into graduate medical education as prescribed by the Accreditation Council for Graduate Medical Education (“ACGME”) in Section IV of the ACGME Institutional Requirements, Residents, which are incorporated into this Agreement by reference. Each applicant executing this Agreement hereby affirms that he or she will meet those requirements prior to the applicable program start date.

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

2.2 Couples

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

2.3 Withdrawals

2.3.1 Withdrawal by the Applicant

Applicants may withdraw from the SMS on their own initiative for any reason, but only if the NRMP receives the withdrawal request prior to the applicable Rank Order List Certification Deadline. Applicants who accept a concurrent year position outside the SMS or through any other
national matching plan shall withdraw from the SMS and shall do so prior to the Rank Order List Certification Deadline through the R3 system. Failure to withdraw from the SMS prior to the Rank Order List Certification Deadline shall be a breach of this Agreement and may subject the applicant to the penalties described in Section 7.0 of this Agreement.

2.3.2 Withdrawal of Applicants by the NRMP

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

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

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

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

The NRMP's authority to withdraw an applicant from the SMS under this section is in addition to its authority to impose sanctions for violations of this Agreement. Therefore, any decision by the NRMP to withdraw an
applicant under this section shall remain in place and shall not be subject to any suspension in the event the applicant chooses to contest the withdrawal or other action by the NRMP under the dispute resolution process set forth in Section 14.0.

2.3.3 Withdrawal Deadlines and Restrictions

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

2.4 Waiver of the Match Results: Applicants

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

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

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

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

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

2.4.1 Waiver Approvals: Applicants

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

2.4.2 Waiver Denials: Applicants

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

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

An applicant whose waiver request has been denied and who does not accept the matched position may be barred for one year from accepting an offer of a position or a new training year, regardless of the start date, in any program sponsored by a Match-participating institution and/or starting a position or a new training year in any program sponsored by a Match-participating institution if training would commence within one year from the
date of the NRMP’s final decision to deny the waiver. The NRMP’s decision and term limits of any sanction(s), if imposed, will be reflected in the R3 system Applicant Match History for the length of time the action is in effect.

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

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

2.5 Deferral of the Match Commitment

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

3.0 Programs

3.1 Eligibility

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

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

3.2 Categories of Program Positions

The following categories of positions are included in the SMS:

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

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

3.3 Participation

3.3.1 Quota Changes

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

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

3.3.2 Withdrawals

Any registered program that will not offer positions through a SMS Match must officially withdraw from that Match through the R3 system. The program’s withdrawal must be confirmed by the NRMP institutional official in the R3 system by 11:59 p.m. eastern time on the applicable Quota Change Deadline to ensure that the program is not listed in the R3 system as a participant in the Match. Programs may not withdraw from the SMS Match after the Quota Change Deadline except for situations beyond the control of the institution or program, such as loss of funding or loss of accreditation. In such cases, a written request for relief shall be made to and determined by the NRMP.
At any time before the Match results are released, the NRMP may withdraw from the SMS Match any program for which the NRMP believes it has credible evidence that the program has violated the terms of the Agreement. Upon withdrawing a program from the SMS Match, the NRMP shall note in the R3 system that the program is the subject of a “pending action.” The designation shall remain in place until the program has waived or exhausted the opportunity to contest the action pursuant to the Violations Policy. The NRMP’s authority to withdraw a program from the SMS Match under this section is in addition to its authority to impose sanctions for violations of this Agreement. Therefore, any decision by the NRMP to withdraw a program under this section shall remain in place and shall not be subject to any suspension in the event the program chooses to contest the withdrawal or other action by the NRMP under the dispute resolution process set forth in Section 14.0.

3.3.3 Vacant Positions

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

3.4 Institutional Official and Fellowship Program Director

3.4.1 Designation of Institutional Official

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

3.4.2 Designation of Fellowship Program Director

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

The fellowship program director shall:

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

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

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

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

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

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

3.5 Fellowship Program Coordinator

3.5.1 Designation of Fellowship Program Coordinator

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

3.5.2 Duties of Fellowship Program Coordinators

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

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

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

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

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

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

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

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

3.6.2 Waiver Denials: Programs

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

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

All programs sponsored by a Match-participating institution are prohibited from offering a position or a new training year, regardless of the start date, to an applicant who is ineligible to accept or start a position or a new training year because a waiver request was denied by the NRMP. Such prohibition applies to all positions and new training years that have a start date within one year from the date of the NRMP’s decision. If any program at a Match-participating institution, regardless of the program’s Match participation status, offers a position or a new training year at any time during the one-year period to an applicant whose waiver was denied or if the applicant accepts or starts such a position, the NRMP will initiate an investigation to determine whether the applicant, the program, and/or the institution has violated the terms of this Agreement.
If the NRMP initiates an investigation to determine whether a program or applicant has violated the terms of this Agreement, the NRMP will follow the procedures set forth in Section 7.0 of this Agreement.

3.7 Program Closures and Reductions in Resident Complement

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

3.8 Deferral of the Match Commitment

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

4.0 Communications

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

4.1 From the NRMP

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

References to communications from the NRMP in this Agreement, the NRMP Waiver Policy, the NRMP Violations Policy, or such other policy as may be implemented by the NRMP from time to time shall mean communication by electronic transmission; provided, however, that the NRMP shall continue to communicate in writing violations of this
Agreement that have been confirmed in a Final Report ("confirmed violation") as provided in Section 7.2.

4.2 Between Applicants and Programs

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

4.3 Between Program Director Groups and NRMP

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

4.4 Schedules and Deadlines

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

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

4.5 Use of Match Information

It is a violation of this Agreement if any applicant or program shares any Match information from or maintained in the R3 system, including but not limited to, information from the List of Unfilled Programs, with any individual who is not registered for the Specialties Matching Service or allows an individual who is not registered for the Specialties Matching Service to use the registrant’s unique username and password to access the R3 system to obtain match information. In addition, it is a violation of this Agreement if any Match information from or maintained in the R3
system, including but not limited to, information from the List of Unfilled Programs, is copied, distributed, or posted by any applicant or program to any website or non-NRMP-related matching plan. URLs that link to information from the R3 system or PDFs that have been created, copied, or downloaded from the R3 system shall not be made public or redistributed in any form even if the Match information from the R3 system already is in the public domain. If the NRMP initiates a violation investigation, the NRMP shall follow the procedures set forth in Section 7.0 of this Agreement.

4.6 Completeness, Timeliness, and Accuracy of Information

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

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

Programs are at all times responsible for the completeness, timeliness, and accuracy of information they provide to applicants. Programs shall provide a copy of the contract the applicant will be expected to sign if matched to the program if such contract is available, or a copy of the contract currently in use. Programs also must provide all institutional policies regarding eligibility for appointment to a residency or fellowship position. The contract and all other information must be communicated to applicants in writing prior to the applicable Rank Order List Certification Deadline.
Programs also have an obligation to submit complete, timely, and accurate information to the NRMP for the period beginning with submission of an electronically signed Match Participation Agreement until the 45th day following the start date of program positions processed by the matching algorithm or the conclusion of any NRMP-related waiver review, violation investigation, or appeal process, whichever is later.

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

4.7 Confidentiality

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

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

5.0 Matching and Appointing Rules

5.1 Match Commitment

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

The binding commitment may be released only through the waiver procedures set forth in Sections 2.4 and 3.7 of this Agreement. Each such
appointment is subject to the official policies of the appointing institution in effect on the date the program submits its rank order list and is contingent upon the matching applicant meeting all eligibility requirements imposed by those policies. Those requirements must be communicated to applicants in writing prior to the applicable Rank Order List Certification Deadline. It is recommended that each program obtain a signed acknowledgment of such communication from each applicant who interviews with such program.

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

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

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

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

5.2 Rules of Appointment

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

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

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

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

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

5.4 Program Changes

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

6.0 Other Obligations of Match Participants

6.1 Duty to Act in a Professional and Ethical Manner

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

6.2 Restrictions on Persuasion

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

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

(a) a program to request applicants to reveal the names, specialties, geographic locations, or other identifying information about programs to which they have or may apply; or

(b) a program to request applicants to reveal ranking preferences; or

(c) an applicant to suggest or inform a program that placement on a rank order list is contingent upon submission of a verbal or written statement indicating the program’s preference; or

(d) a program to suggest or inform an applicant that placement on a rank order list is contingent upon submission of a verbal or written statement indicating the applicant’s preference; or

(e) a program and an applicant in the SMS to make any verbal or written contract for appointment to a concurrent year residency or fellowship position prior to the release of the List of Unfilled Programs.

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

7.0 Match Violations

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

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

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

The NRMP's authority to withdraw an applicant or program from the SMS under this section is in addition to its authority to impose sanctions for violations of this Agreement. Therefore, any decision by the NRMP to withdraw an applicant or program under this section shall remain in place and shall not be subject to any suspension in the event the applicant or program chooses to contest the withdrawal or other action by the NRMP under the dispute resolution process set forth in Section 14.0.

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

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

7.2.1 Applicants

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

If a matched applicant is the subject of a violation investigation, the program to which the applicant matched may not fill the position with another applicant until the NRMP has issued the Final Report or granted a waiver, whichever is earlier. If the violation investigation has not concluded by the start date of training, the program shall begin training the matched applicant unless NRMP has granted a waiver or issued a deferral.

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

(1) the applicant's medical school official, with a request that the Final Report be placed in the applicant’s permanent file

(2) the Educational Commission for Foreign Medical Graduates if the applicant is a graduate of an international medical school

(3) the NRMP institutional official and the director of the program to which the applicant matched

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

(5) the party who originally reported the violation

(6) the NRMP Executive Committee

(7) the American Board of Medical Specialties

(8) the American Osteopathic Association
(9) the applicant's residency program
director

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

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

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

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

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

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

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

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

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

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

All programs at a sponsoring institution, regardless of the program’s Match participation status, are prohibited from offering a position to an applicant who has been barred for one year from accepting or starting a position or a new training year because a waiver request has been denied
by the NRMP or because of a confirmed violation of the Match Participation Agreement. If a program offers a position to such applicant, or if an applicant accepts such a position, and training would commence within one year of the date of the NRMP’s waiver decision or the date of issuance of the Final Report, the NRMP will initiate an investigation to determine whether the applicant or program has violated the terms of the Agreement.

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

8.0 Fees and Fee Refunds

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

8.1 Applicant Fees

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

8.1.1 Applicant Registration Fee

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

8.1.2 Rank Order List Fee

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

8.1.3 Length of Rank Order List Fee

A length of rank order list fee is due from each single applicant and from each partner of a couple with a rank order list that includes 100 or more ranks. The length of rank order list fee will increase based on the overall length of the ROL.
Extra rank fees and length of rank order list fees are due at the time the rank order list is certified and are not refundable if the applicant subsequently reduces the number of program codes on the ROL. The R3 system will display an invoice for any fees due upon certification of the rank order list. The applicant must make the necessary payment by credit card through the R3 system.

8.1.4 Couples’ Fee

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

8.1.5 Unpaid Applicant Fees

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

8.2 Institution and Program Fees

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

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

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

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

9.0 Use of Information

Each program and applicant authorizes the NRMP to request, obtain, transmit, and receive identifying information, including information in the R3 system, to and from authorized users, including the Accreditation Council for Graduate Medical Education, the American Osteopathic Association, the Association of American Medical Colleges, the American Medical Association, the Educational Commission for Foreign Medical Graduates, the Canadian Resident Matching Service, the National Board of Medical Examiners, the National Board of Osteopathic Medical Examiners, U.S. allopathic medical schools, U.S. osteopathic medical schools, and other authorized users engaged in postgraduate medical education for purposes of collecting and verifying data submitted by the applicant or program, establishing postgraduate training data bases, conducting a Matching Program, or effecting a match. For the avoidance of doubt, a rank order list submitted by an applicant or program is confidential and the NRMP will not disclose or release applicant or program ranking information that is clearly and uniquely identifiable with an applicant or program, except in response to a subpoena or an order from a court of competent jurisdiction.

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

Each applicant also authorizes the NRMP to release applicant SMS Match results to each program that ranked the applicant on the program’s rank order list, to the specialty representative to the NRMP, and to those program directors who request such information to verify whether the applicant was matched.

Each applicant also authorizes the NRMP to release the location of current or prior residency training, as provided to the NRMP by the applicant, in a report to the applicant’s Main Residency Match® program director for the purpose of verifying where the applicant matched for a fellowship position.

Each applicant also authorizes the NRMP to post Match information in the R3 system Applicant Match History.
10.0 Representations and Warranties

Each program and applicant represents and warrants to the NRMP that all of the information provided, or that will be provided, by such program or applicant to the NRMP is at all times complete, timely, and accurate to the best of such program’s or applicant’s knowledge at the time such information was or will be provided. Each applicant further represents that he/she has authorized all institutions and individuals who may possess this information to disclose it to the NRMP for purposes of verification. Each program and applicant further represents that their unique log in information to access the R3 system will not be shared with or used by any other individual to access the system. Moreover, each applicant represents that he/she has read, understood, and agrees to the NRMP’s Privacy Policy, and each program represents that he/she and his/her personnel using and accessing NRMP information have read, understood, and will abide by the NRMP’s Privacy Statement.

11.0 Disclaimers

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

Each party agrees that neither:

(a) the NRMP,

(b) any vendor providing equipment, software, or services to the NRMP, nor

(c) any director, officer, employee, affiliate, or agent of the NRMP, or any Vendor,

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

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

12.0 Limitation of Liability

IN NO EVENT WILL THE NRMP OR ANY VENDOR OR AFFILIATE BE LIABLE FOR ANY DAMAGES AS A RESULT OF ANY NEGLIGENT ACT OR OMISSION OF THE NRMP OR ANY VENDOR OR AFFILIATE, IRRESPECTIVE OF WHETHER THE INJURED PARTY IS A PROGRAM, AN APPLICANT, OR A THIRD PARTY.

13.0 Notices

All notices to the NRMP, other than those given in accordance with Section 7.0, must be given either by email at support@nrmp.org or through the R3 system and are effective upon receipt. The NRMP is not responsible for delays in email or Internet service. Any notices or documents received by the NRMP after the relevant deadline date will not be considered.

All notices, other than those given in accordance with Section 7.0, to applicants or programs will be given either by (a) email to the email address provided by such party to the NRMP upon submission of such party's registration in the R3 system or (b) through the R3 system while the applicant or program is logged on to the site. All notices to applicants or programs given by email will be deemed given twenty-four (24) hours after sending, unless the sending party is notified that the email address is invalid or that the message was not delivered. All notices given by the NRMP during an applicant's or program's session on the R3 system will be deemed given at the time of such session.

14.0 Dispute Resolution

Except for the granting or denial of a waiver as noted in Sections 2.4 and 3.7 of this Agreement, all disputes arising out of, or related to, the Specialties Matching Service, this Agreement, or the breach thereof, between or among the NRMP and any applicant or program participating, or seeking participation, in the SMS must be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect (as modified below and excluding Procedures for
Large Complex Disputes), unless the parties to the dispute mutually agree otherwise. The arbitration hearing shall commence within six months of filing the demand for arbitration or at another time agreeable to the NRMP. Notwithstanding the foregoing, no arbitrator shall have power to adjudicate any dispute as a class arbitration or as a consolidated arbitration without the express consent of all the parties to any such dispute, and every arbitrator shall return a reasoned award in writing, setting forth the factual findings and legal conclusions that are the basis for the determination. In addition, no arbitrator shall have the power to modify any sanctions imposed by the NRMP unless (1) the arbitrator determines there is no basis in fact for a finding of violation; or (2) the arbitrator finds that the sanction(s) imposed by the NRMP are either arbitrary and capricious or outside the scope of potential sanctions set forth in this Agreement and the Violations Policy.

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

15.0 Limitation of Action

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

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

16.0 General

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

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

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

Failure of any party to act or exercise its rights under this Agreement upon the breach of any other terms hereof by any other party is not to be construed as a waiver of such a breach or prevent such party from later enforcing compliance with any or all of the terms hereof. This Agreement contains the entire agreement between the parties with respect to the SMS and its results. Any representations, promises, or conditions not incorporated in this Agreement will not be binding upon any of the parties. No modification of this Agreement shall be effective unless in writing and executed by the party against whom it is to be enforced.

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

By my electronic signature and as of the date this Agreement is submitted to NRMP, I hereby authorize National Board of Medical Examiners and the National Board of Osteopathic Medical Examiners, to release, verify, and transmit to NRMP upon its request certain test score data, in particular my USMLE scores, COMLEX scores, or other test score(s) utilized in the Match process. I understand and agree that the test score data shall be used to verify test score information provided by me or about me by a testing service or other entity relevant to the graduate medical education matching process.

As set forth in the physician profile section of my Match registration, I have given my consent (or refused as the case may be) to permit my test score data to be
used for research involving the Match and graduate medical education as long as no information clearly and uniquely identifying me is disclosed in studies or reports resulting from such research.

18.0 Glossary of Terms

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

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

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

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

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

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

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

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

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

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