



2021 Match Cycle

CaRMS PMP Contract

PLEASE READ THIS CONTRACT CAREFULLY. Your use of the Application and Matching Program (as defined below) is expressly conditioned on your acceptance without modification of this services contract ("Contract") between you (the "Applicant") and the CANADIAN RESIDENT MATCHING SERVICE ("CaRMS").

WHEREAS:

1. CaRMS is a national, independent, not-for-profit, fee-for-service organization that provides a fair, objective and transparent application and matching service for medical training throughout Canada. CaRMS provides a Post-match process (as defined below) for applications to one or more Residency Programs (as defined below).
2. The Applicant wishes to use the Post-match process to apply to Residency Programs pursuant to the terms of this Contract.

NOW THEREFORE, in consideration of the undertakings and conditions set out in this Contract, the Applicant and CaRMS hereby agree as follows:

1. Definitions

- 1.1 In this Contract, in addition to terms defined in the context in which they appear, the following terms will have the following meanings:
 - (a) **Faculties:** The seventeen (17) Canadian Faculties of Medicine.
 - (b) **Residency Program(s):** Postgraduate medical residency program(s) operated by a Faculty that participates in a CaRMS match by offering residency positions to medical graduates (or those eligible to graduate) that apply through CaRMS ("**Candidates**") through the Application and Matching Program.
 - (c) **Post-match process:** A centralized residency application process provided by CaRMS for both Candidates and Faculties.

2. Eligibility

- 2.1 To participate in the Post-match process, the Applicant must have participated and gone unmatched in an applicable CaRMS match, and the Applicant certifies that they are a final year student enrolled in, or a graduate of:
 - (a) A school accredited by the Liaison Committee on Medical Education / Committee on Accreditation of Canadian Medical Schools;
 - (b) Any other medical school, and have successfully completed the provincially required Medical Council of Canada ("**MCC**") Examination(s) (i.e. MCCEE, MCCQEI, MCCQEII, NAC);
or



- (c) Any other medical school, and have an exemption from completing the provincially required MCC exams granted by the provincial medical regulatory authority in the province in which their selected Residency Programs are located.

Fulfilling the eligibility criteria above allows for participation in the Post-match process but does not guarantee eligibility for all remaining unfilled residency training positions. The decision to participate and accept applications for unfilled positions remains solely with the residency programs, in consultation with the postgraduate office. Positions may be withdrawn from the Post-match process at any time. Each province and Faculty has its own set of eligibility criteria that must be met, as more particularly described in section 2.2.

- 2.2 The Applicant acknowledges that eligibility criteria for individual Residency Programs are set by the provincial governments and the Faculties, and each province and Faculty has specific criteria that must be met for positions within a province and Faculty. CaRMS does not set the eligibility criteria for any given Residency Program(s) and will not be held liable if the Applicant fails to meet eligibility criteria or if eligibility criteria are changed and the Applicant is no longer considered eligible. It is the Applicant's responsibility to ensure they meet the eligibility criteria for the Post-match process they participate in.
- 2.3 An Applicant matched in a CaRMS match, matched in the U.S. or matched to any other program not part of the matching program, is **not** eligible to participate in the Post-match process, unless otherwise permitted in accordance with the terms of this Contract.
- 2.4 If the Applicant is released from a contract with a Residency Program or released from a contract in the U.S., in accordance with CaRMS' policies regarding release from the match commitment, the Applicant may be eligible for participation in the current Post-match process. As more particularly described in section 2.2, participation in the Post-match process does not guarantee eligibility to all positions within Residency Programs participating in the process, as each province and Faculty has its own set of eligibility criteria that must be met.

3. Fees

- 3.1 There are no fees to participate in the Post-match process.
- 3.2 If any fees remain unpaid, services may be withheld until fees are remitted. Fees shall be paid in accordance with the procedures established by CaRMS. Payment of fees is through the CaRMS online payment server.
- 3.3 All fees paid to CaRMS are NON-REFUNDABLE.

4. Applicant's Rights and Obligations

CaRMS Online

- 4.1 The Applicant's use of CaRMS Online, as defined in section 6.2, must be in accordance with **CaRMS' Terms of Use** and requires Internet access using the browsers recommended by CaRMS.

Qualifications for licensure

- 4.2 The Applicant must meet all of the criteria to obtain the appropriate licensure, certificate, permit, or registration from the medical regulatory authority in the province or territory to which



they have been offered residency training, inclusive of any pre-assessment period, of the year in which the residency commences. Failure to meet the criteria by the commencement of the Residency Program or pre-assessment period may result in the automatic release from the Residency Program.

5. Application materials

- 5.1 The Applicant may use the Applicant's physiciansapply.ca account to share designated documents and examination results with CaRMS. Documents and examination results are only shared with CaRMS through physiciansapply.ca if the Applicant has provided consent to share the designated documents and examination results and has not withdrawn consent. The Applicant is responsible for ensuring that the relevant documents and examination results have been shared with CaRMS in accordance with the Annual Timeline and the provincial/Faculty criteria for the Post-match process they are participating in, as described in section 2.2. CaRMS will not be held liable for the accuracy or timeliness of the sharing of documents from physiciansapply.ca.
- 5.2 CaRMS only accepts transcripts, MSPRs/deans letters and reference documents via mail from medical schools and/or referees, and all other Applicant documents must be uploaded as per the instructions in CaRMS Online. CaRMS reserves the right to return any document that is not compliant with CaRMS' standards via courier or express post. A charge will be applied to the Applicant's account to recover administrative and shipping costs.
- 5.3 The Applicant is solely and exclusively responsible for ensuring the submission and accuracy of documents intended to be provided to CaRMS or provided to CaRMS by third parties and CaRMS will not be held liable for the delivery, verification, content or accuracy of any such documents intended to be received or received by CaRMS from third parties.
- 5.4 CaRMS reserves the right to allow referees to refuse to supply online reference letters.
- 5.5 CaRMS will only share the Applicant's Application and supporting documents with those Residency Programs designated by the Applicant.

Completeness and accuracy of information

- 5.6 The Applicant is responsible for the completeness and accuracy of the information provided to CaRMS and Residency Programs in whatever form submitted by or on behalf of the Applicant, including but not limited to: information about previous medical education, postgraduate medical training or clinical practice. All such information must be declared to allow a Residency Program full assessment of the application. CaRMS is not responsible for ensuring the accuracy of information exchanged between the Applicant and Residency Programs.
- 5.7 Some residency training positions may require the Applicant to enter into a return of service ("ROS") agreement with the provincial/territorial government. If the Applicant is offered such a position, the Applicant must be eligible for and is required to sign the ROS agreement once offered the position. A failure to execute the required ROS agreement will void the residency training offer. The Applicant is responsible for contacting the applicable provincial/territorial government to confirm the existence of and the term and contents of any applicable ROS agreement. CaRMS shall not be responsible for providing ROS agreement information, or for the accuracy of information exchanged between the Applicant and the provincial/territorial government.



Residency Program Information and Timeline

- 5.8 The Applicant acknowledges that the Association of Faculties of Medicine of Canada (“AFMC”) on behalf of the Faculties is responsible for the accuracy and timeliness of information relating to the Program Descriptions located in the Program Directory on the CaRMS website. The inclusion or exclusion of Residency Programs participating in the Post-match process is at the discretion of the Faculties. The Applicant is encouraged to verify such information directly with the Faculties.

Consent to Collection, Use and Disclosure

- 5.9 The Applicant consents to the collection, use and disclosure of their personal information (“**Personal Information**”) by CaRMS for the sole purpose of operating the Post-match process, including verification of credentials, in accordance with **CaRMS’ Privacy Policy**. The Applicant also consents that their Personal Information may be disclosed to the Residency Programs to which the Applicant has applied, their current undergraduate office (if applicable) or postgraduate office (if applicable).
- 5.10 The Applicant further agrees that CaRMS may obtain reference letters from individuals designated by the Applicant and that any Personal Information about the Applicant within these letters may be disclosed to the assigned Residency Programs the Applicant has applied to and used as determined by these Residency Programs.

Match Commitment

- 5.11 If the Applicant is offered training with a Residency Program, the Applicant shall be available to begin training by July 1 of the year in which the residency training commences, unless the Faculty agrees to a deferred start date. Where practicable, the Applicant shall disclose their request for a deferred start date within their CaRMS Online application.
- 5.12 The Applicant acknowledges that the Faculties, in their discretion, may disqualify the Applicant if the Applicant is not able to begin residency training by July 1 of the year the residency training commences.

6. CaRMS Rights and Obligations

Post-match process

- 6.1 CaRMS will operate and carry out the Post-match process.
- 6.2 CaRMS will provide the Post-match process through a web-based online service (“**CaRMS Online**”), access to which will be restricted to users authorized by CaRMS.
- 6.3 CaRMS will operate CaRMS Online in accordance with reasonable business practices and will use its best efforts to make access to and use of CaRMS Online available during published service hours but does not guarantee the availability of CaRMS Online at all times.



Violations of the Match Contract

- 6.4 CaRMS maintains the highest professional standards in the conduct of the Post-match process and in its interactions with all participants. As a result, CaRMS expects all participants to conduct their affairs in an ethical and professionally responsible manner.

CaRMS is obligated to maintain and make available to the Applicant and Residency Programs, the **policies and procedures for reporting and investigating violations of CaRMS contracts ("Violation Review Policy")**.

The Violation Review Policy governs CaRMS' handling of violations and is incorporated by reference in and is an integral part of this Contract.

In the instance CaRMS has reasonable grounds to believe that the Applicant has violated the terms of this Contract or a Faculty has violated the terms of a CaRMS contract, CaRMS is authorized and obligated to take appropriate action, including, but not limited to, withdrawal of the Applicant or Residency Program from the Post-match process and reporting the violation by the Applicant or Faculty as per the procedures outlined in the Violation Review Policy.

CaRMS shall investigate alleged violations of this Contract, including, but not limited to:

- (a) Discrepancies in credentials, information entered in CaRMS Online or other supporting documents;
- (b) Attempts to subvert the matching process itself;
- (c) Failures to offer or accept an appointment as required by the results of a match; or
- (d) Any other irregular behaviour or activities that occur in connection with registration, the submission or modification of an ROL, and/or the Residency Program or the Applicant's commitment to honour the match outcome.

Privacy and Confidentiality

- 6.5 In accordance with privacy principles, CaRMS will solicit only such Personal Information from the Applicant that is required to operate the Post-match process. Personal Information about the Applicant is to be treated by CaRMS as confidential at all times. CaRMS will not disclose to any individual or organization, any Personal Information unless required by law, permitted under this Contract or with the prior express consent of the Applicant.
- 6.6 CaRMS will use Personal Information solely for the purpose of the Post-match process and will only use Personal Information in accordance with its Privacy Policy, as amended by CaRMS from time to time, which is incorporated by reference and forms part of this Contract.
- 6.7 Information exchanged with respect to the Post-match process, that is not otherwise publicly available, will be treated as confidential, and will not be made publicly available or otherwise disclosed to any individual or organization unless required by law, with the consent of the sending party, or as permitted under a CaRMS contract.



6.8 CaRMS will implement appropriate security measures to protect Personal Information. For purposes of this Contract, “appropriate security measures” means technical, physical and procedural controls to protect information against destruction, loss, alteration, unauthorized disclosure to third parties or unauthorized access by employees or contractors employed by CaRMS, whether by accident or otherwise.

6.9 CaRMS will retain required Personal Information for as long as it is needed and as defined by its **Privacy Policy**.

7. Limitation of Liability and Indemnification

7.1 CaRMS does not have any authority to make decisions regarding a Residency Program’s process of application to Residency Programs including, but not limited to, program descriptions, content, program quota, quota distribution, criteria, interviews and selection. The Applicant acknowledges and agrees that CaRMS will not be held liable for claims, losses or other negative impacts related to decisions regarding a Residency Program’s process of application to Residency Programs.

7.2 The Applicant acknowledges and agrees that the process to be followed for the Post-match process and related policy decisions are outside of CaRMS’ control. Without limiting the generality of the foregoing, CaRMS will not be held liable for any loss or damage related to changes to the Post-match process and other policy decisions, including with respect to process to be followed for matching Candidates to Residency Programs, eligibility criteria and Residency Program quotas, which are outside of CaRMS’ control.

7.3 In no event shall CaRMS be liable for any indirect, special, incidental, consequential, punitive or exemplary damages, regardless of the form of action, whether in contract or in tort (or negligence), even if CaRMS has been advised of the possibility of such damages. In no event shall CaRMS’ liability arising in connection with this Contract exceed the fees paid by the Applicant to CaRMS.

8. Term and Termination

8.1 This Contract commences upon acceptance of this Contract by the Applicant and shall remain in effect until the Applicant is offered training with a residency program or the Post-match process is closed, unless earlier terminated in accordance with the provisions hereof (collectively, the “**Effective Period**”).

8.2 On termination of this Contract, no party will have any further rights or obligations under this Contract except for such rights and obligations: (a) that have accrued or are accruing up to the effective date of termination; or (b) by their nature, are intended to continue after termination.

8.3 Without limiting the generality of the foregoing, any violation of this Contract during the Effective Period, even if reported or discovered outside of the Effective Period, will be subject to the Violation Review Policy, which may result in removal of the Applicant from the Post-match process and termination of this Contract. However, this Contract will not apply to incidents or events that occur outside of its Effective Period.

9. General

9.1 This Contract will be interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.



- 9.2 This Contract, together with the other documents to be delivered pursuant to this Contract, constitute the entire agreement, pertaining to the Application Program, as between CaRMS and the Applicant.
- 9.3 If any provisions of this Contract are found to be void, illegal or unenforceable in any jurisdiction, such a provision shall be deemed to be severed and the other provisions shall remain in full force and effect.
- 9.4 Neither party shall assign this Contract, and/or any of its rights and obligations hereunder, without the prior written consent of the other party.
- 9.5 Nothing in this Contract, express or implied, shall or is intended to confer on any other person, institution or enterprise, any rights, benefits, remedies, obligations or liabilities of this Contract, other than the parties.
- 9.6 If there is a default or delay in a party's performance of its obligations under this Contract (except for the obligation to make any payments under this Contract), and the default or delay is caused by circumstances beyond the reasonable control of that party including fire, flood, earthquake, elements of nature, acts of God, epidemic, pandemic, explosion, power failure, cable cut, war, terrorism, revolution, civil commotion, acts of public enemies, law, order, regulation, ordinance or requirement of any government or legal body having jurisdiction, or labour unrest such as strikes, slowdowns, picketing or boycotts, then that party shall not be liable for that default or delay, and shall be excused from further performance of the affected obligations on a day by day basis, if that party uses commercially reasonable efforts to expeditiously remove the causes of such default or delay in its performance.