2027 Match Cycle

CaRMS Applicant 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 an Application and Matching Program (as defined below) for applications to, and confidential ranking of, one or more Residency Programs (as defined below).

2. The Applicant wishes to use the Application and Matching Program to apply to and rank 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 nineteen (19) 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) **Application and Matching Program:** A centralized residency application and matching process provided by CaRMS for both Candidates and Faculties.

2. Eligibility

2.1 To participate in the Application and Matching Program, 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., MCCQE, 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 match eligibility criteria above allows for participation in the match but does not guarantee eligibility to all positions within Residency Programs participating in the match. 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 match and iteration they participate in.

3. Match Iterations

3.1 For CaRMS matches with more than one iteration, participation restrictions may be applicable based on the iteration of that match.

3.2 If the Applicant matched in the first iteration of a matching process or matched in the U.S. or any other program not part of the Application and Matching Program, the Applicant is not eligible to participate in a second iteration of the matching process, unless otherwise permitted in accordance with the terms of this Contract.

3.3 If the Applicant is in the Application and Matching Program and also in the National Resident Matching Program ("NRMP"), the following will apply:

(a) If the Applicant is matched to a U.S. position through the National Resident Matching Program ("NRMP") the Applicant will be withdrawn from the Application and Matching Program.

(b) If the Applicant matched through the Application and Matching Program, they will be withdrawn from the NRMP automatically and without notification.

3.4 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 or future matching processes. As more particularly described in section 2.2, participation in the match does not guarantee eligibility to all positions within Residency Programs participating in the match, as each province and Faculty has its own set of eligibility criteria that must be met.

3.5 If the Applicant participates in the Application and Matching Program and is unmatched in the first iteration of the matching process, the Applicant can participate in the second iteration of the matching process, where applicable, at no cost. Additional program application fees may apply.

4. Fees

4.1 First time registrants with CaRMS must pay the one-time verification fee (plus applicable taxes) at the time of registration.

4.2 The Applicant must pay the match participation fee (plus applicable taxes) for the match in which the Applicant is participating. The Applicant must also pay the applicable program application fees (plus applicable taxes) for programs to which the Applicant applies.

4.3 Fees shall be paid in accordance with the procedures established by CaRMS. Payment of fees is done through CaRMS Online via a third-party payment system.

4.4 If any fees remain unpaid, services and/or match results may be withheld until fees are remitted.

5. Applicant's Rights and Obligations

Applicant Code of Conduct

5.1 The Applicant acknowledges that hostile, threatening, intimidating and/or abusive behaviour towards CaRMS employees will not be tolerated. If such behaviour occurs, CaRMS reserves the right to impose restrictions on a client's access to guidance on process or product usage.

National Resident Matching Program (NRMP)

5.2 The Applicant shall inform CaRMS within the CaRMS' Online application if they apply to CaRMS and NRMP, or to any other United States matches, or to any other program outside of the Application and Matching Program in the same year, even if the programs to which they are applying commence in different years. CaRMS must receive notification by the rank order list ("ROL") deadline posted within the Annual Timeline, as defined in sections 5.5 and 5.10 of this Contract, for the match they are participating in or the Applicant risks forfeiting participation in the CaRMS match. The Applicant must ensure that they do not match to more than one program, or it will be considered a match violation, thus voiding the CaRMS match.

Withdrawal Deadlines

5.3 If the Applicant wishes to withdraw an **application** to a Residency Program, the Applicant must withdraw the application prior to file review. If the Applicant wishes to withdraw from the **Application and Matching Program**, the Applicant must do so by the ROL deadline date provided in the Annual Timeline of the match they are participating in. Once file review begins, no Residency Program applications can be unsubmitted for the purpose of making changes or withdrawn.

CaRMS Online

5.4 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.

Schedules and Deadlines

5.5 The Applicant will submit all required information to CaRMS in accordance with the Annual Timeline of the match they are participating in. It is the Applicant's responsibility to meet the dates in the Annual Timeline. CaRMS will not be held liable for claims, losses or other negative impacts as a result of missed milestones or deadlines.

5.6 If the Applicant matches with a Residency Program, the Applicant must meet all 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 matched by the start of the 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 and void the CaRMS match.

Completeness and Accuracy of Information

5.7 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, clinical practice. All such information must be declared to allow a Residency Program full assessment of their application. CaRMS is not responsible for ensuring the accuracy of information exchanged between the Applicant and Residency Programs.

5.8 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 matched to such a position the Applicant must be eligible for and is required to sign the ROS agreement, once. 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

5.9 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 a match is at the discretion of the Faculties. The Applicant is encouraged to verify such information directly with the Faculties.

5.10 The Applicant acknowledges and agrees that the Annual Timeline per match are approved by the AFMC and published by CaRMS and are incorporated in this Contract by reference (Annual Timeline).

Restriction on Persuasion

5.11 The Applicant and a Residency Program may express a high degree of interest in each other but may not make statements implying a commitment.

5.12 The following activities shall be considered as violations of this Contract and subject to the penalties as described in sections 6.10 and 6.11:

(a) The Applicant making any verbal or written contract for appointment to a residency position prior to completion of the Application and Matching Program; and

(b) The Applicant requesting the ranking preference of a Residency Program.

Application materials

5.13 The Applicant may use the Applicant's physiciansapply.ca account to share designated documents, examination results and information 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 prior to the sharing of the documents and examination results. 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 match 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 and examination results from physiciansapply.ca.

5.14 Applicant documents must be provided as per the instructions in CaRMS Online and/or carms.ca. CaRMS will not accept any document that is not compliant with CaRMS' standards.

5.15 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. Furthermore, CaRMS will not be held liable for milestones or deadlines missed due to documents that were not submitted in compliance with CaRMS Online instructions. Notification of documents submitted after the date of the opening of file review or reference letter unmasking (if applicable) will be made available within CaRMS Online to the Residency Programs to which the Applicant has applied. CaRMS makes no assurance that Residency Programs will consider documents or additional information added to the application after the opening of file review or reference letter unmasking (if applicable).

5.16 CaRMS reserves the right to allow referees to refuse to supply online reference letters and will not be held responsible for milestones or deadlines missed.

5.17 Applicants acknowledge that reference requirements may change between match cycles. References submitted for a previous match cycle are not guaranteed to meet current requirements and may be removed from an applicant's account. Applicants are responsible for ensuring that all reference materials comply with current requirements.

5.18 CaRMS will only share the Applicant's Application and assigned documents with those Residency Programs designated by the Applicant.

Translation Services

5.19 CaRMS may, in its discretion, offer to the Applicant certain translation services, subject to the payment of additional fees. The Applicant agrees to pay any fees associated with any such translation services in accordance with this Contract. The Applicant acknowledges and agrees that CaRMS utilizes a third party to provide translation services and that CaRMS will have no liability to the Applicant for any such translation services, whether related to any delay, inaccuracy or otherwise.

Rank Order Lists

5.20 To participate in the Application and Matching Program, the Applicant must submit a ROL through CaRMS Online. If there is no submitted ROL by the deadline date provided in the Annual Timeline for the match they are participating in, the Applicant is not included in the matching process and will not receive match results.

5.21 ROLs may be entered in more than one session and may be modified multiple times prior to the ROL submission deadline. ROLs may only be submitted through CaRMS Online.

5.22 CaRMS will not modify a submitted ROL or, if the Applicant misses the ROL deadline, CaRMS will not submit an ROL on the Applicant's behalf.

5.23 The Applicant agrees that their submitted ROL, giving their preferred list of residency programs, is to be the sole determinant of the order of their preference for matching the Residency Programs to which they have applied.

Consent to Collection, Use and Disclosure

5.24 The Applicant consents to the collection, use and disclosure of their personal information ("Personal Information") by CaRMS for the sole purpose of operating the Application and Matching Program, including verification of credentials, in accordance with CaRMS' Privacy Policy

or in extraordinary circumstances as detailed in section 5.33. 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), the postgraduate office of the Residency Program to which the Applicant is matched and, where the Applicant has applied to a residency program in the United States, to the NRMP. Personal Information disclosed to the NRMP will be limited and used only for the purpose of operating a mapping program so as to manage matches that may occur in both Canada and the United States. Where CaRMS sends Personal Information to the NRMP, the Personal Information will be stored outside of Canada. Personal Information stored outside Canada will be subject to the laws of that jurisdiction.

5.25 Applicant further agrees that CaRMS may obtain reference letters from individuals designated by the Applicant. The applicant controls all access to reference letters through their assignment to individual programs. Any Personal Information about the Applicant within these letters will be disclosed to the assigned Residency Programs the Applicant has applied to and used as determined by these Residency Programs.

5.26 If the Applicant (1) has graduated from a Quebec faculty of medicine, (2) has matched to a residency program in Quebec, or (3) is in the process of completing a residency program at a Quebec faculty of medicine, the Applicant consents to the disclosure of their Personal Information by CaRMS to Le Bureau de coopération interuniversitaire ("BCI") to permit BCI to manage residency admissions in the Province of Quebec. In addition, if the Applicant is an international medical graduate who applies to R-1 residency programs at a Quebec faculty of medicine and has not matched to a Residency Program in Canada, the Applicant consents to the disclosure of their Personal Information by CaRMS to BCI for the purpose of permitting BCI or a Quebec faculty of medicine to contact them regarding remaining positions at Residency Programs in Quebec.

5.27 If the Applicant is from the Alberta International Medical Graduate Program ("AIMG Program"), the Applicant consents to the disclosure of their Personal Information by CaRMS to the AIMG Program. The Applicant further agrees that CaRMS may obtain Multiple Mini Interview (MMI) assessment results directly from the AIMG Program to be included in their application.

5.28 If the Applicant is from the UBC Clinical Assessment Program ("BCIMG Program"), the Applicant agrees that CaRMS may obtain the UBC CAP results directly from the program to be included in their application.

5.29 If the Applicant is in (1) the Medical Officer Training Plan (MOTP) or (2) the Military Medical Training Plan (MMTP), or applies to any surge positions, the Applicant consents to the disclosure of their Personal Information by CaRMS to the Department of National Defense (DND).

5.30 If the Applicant is required to complete a Casper™ (Computer-Based Assessment for Sampling Personal Characteristics) test, the Applicant consents to the collection of the test results by CaRMS directly from Casper to be included in their application. The Applicant further consents to the disclosure of the list of programs to which they submitted applications, limited to those which require a Casper test as listed in their respective program descriptions for the current match, to Accuity Insight for the purpose of facilitating score delivery to the applicable Faculties.

5.31 If the Applicant is required to complete a FMProC (Family Medicine Professional Choices) test, the Applicant consents to the collection of the test results by CaRMS directly from FMProC to be included in their application.

5.32 Where an applicant who has matched to a Royal College recognized primary specialty provides express consent, CaRMS may disclose limited personal information to the Royal College of

Physicians and Surgeons of Canada for the purposes of facilitating credentialing, certification, membership enrollment, and related communications.

5.33 The Applicant consents and acknowledges that CaRMS is authorized under relevant law to use and disclose personal information, including but not limited to, the Applicant's name, contact information, and any communication indicating a risk of harm, in case of emergency that threatens the life, health or security of an individual, such as a credible expression of intent to harm oneself or others. In such cases, CaRMS may disclose this information solely for the purpose of reducing the risk of harm, including but not limited to contacting Emergency Services or notifying institutional partners.

Match Commitment

5.34 The listing of a Residency Program by the Applicant on the Applicant's submitted ROL establishes a binding commitment to accept an appointment if a match results. It is the Applicant's responsibility to avoid the possibility of matching in more than one match at the same time. Each such appointment is subject to the official policies of the appointing Faculty in effect on the date the Residency Program submits its ROL and is contingent upon the matching Applicant meeting all eligibility requirements imposed by those policies. Failure to honour this commitment by the Applicant will be a violation of this Contract and may result in penalties as described in sections 6.10 and 6.11.

5.35 The Applicant cannot and agrees to not participate and match in more than one CaRMS match per match cycle, unless expressly permitted in accordance with section 3.4.

5.36 If the Applicant matches 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.

5.37 The Applicant acknowledges that the Faculties, in their discretion, may release 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

Application and Matching Program

6.1 CaRMS will operate and carry out the Application and Matching Program.

6.2 CaRMS will provide the Application and Matching Program through a web-based online service ("CaRMS Online"), access to which will be restricted to users authorized by CaRMS.

6.3 CaRMS will maintain the highest professional standards in providing the Applicant and Matching Program and CaRMS Online and in its interactions with Candidates and the Faculties participating in the Application and Matching Program.

6.4 The Application and Matching Program includes the following matches:

(a) R-1 Main Residency Match ("R-1 Match")

(b) Family Medicine/Enhanced Skills Match ("FM/ES Match")

(c) Fall Subspecialty Residency Match ("FSRM")

(d) Spring Subspecialty Residency Match ("SSRM")

6.5 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.

6.6 CaRMS will publish on www.carms.ca information related to the Application and Matching Program and information about the Residency Programs provided by the Faculties.

6.7 CaRMS will run the match in accordance with its processes and policies which are designed such that a match will result when the matched Applicant is the highest ranked Applicant on the Residency Program's ROL who ranked the Residency Program as the program in which the Applicant wished to train more than any other Residency Programs available to the Applicant ("Matched Applicant").

Match Results

6.8 CaRMS shall make available match results and contact information at the time specified by CaRMS in the Annual Timeline.

Applicant match results will be sent to:

(a) The undergraduate dean's office of the Applicant's medical school, if the Applicant is a current year medical school graduate;

(b) The Postgraduate Medical Education program to which the Applicant has been matched;

(c) The Postgraduate Medical Education faculty to which the Applicant has been matched

(d) The Postgraduate Medical Education office to which the Applicant has been matched;

(e) The Applicant's current postgraduate office, if the Applicant is currently in training at a Canadian university;

(f) If the Applicant matched through the NRMP, their UGME will be notified that they were withdrawn from the Application and Match Program because of the NRMP match, and

(g) To other parties, where the Applicant has given express consent.

6.9 All Candidates will be notified by CaRMS of the match results on the same day ("Match Day"). On the Match Day, synchronous with the release of the match results to the Candidates, CaRMS will provide the results to the designated individuals within the Faculty. With the applicant's expressed consent, through an opt-in module on CaRMS Online, CaRMS will disclose the identities of unmatched Candidates to the designated individuals within the Faculty twenty-four (24) hours prior to Match Day, as set out below:

(a) To the Undergraduate Dean of each Faculty the identities of unmatched Candidates from the Faculty's graduates for the R-1 Match, in order that the Faculties may formulate plans to assist and support those Candidates who have not been matched to a residency program via a secure platform chosen and used by CaRMS.

(b) To the Postgraduate Dean at each Faculty the number of unmatched Candidates from their residents for FSRM and SSRM, 24 hours prior to Match Day, via a secure platform chosen and used by CaRMS.

The faculties agree to treat this information as confidential.

Violations of the Match Contract

6.10 CaRMS maintains the highest professional standards in the conduct of the Application and Matching Program and in its interactions with all participants. As a result, CaRMS expects all participants in the Application and Matching Program 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 ("Match violations policy").

The Match violations policy governs CaRMS' handling of match 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 Application and Matching Program and reporting the violation by the Applicant or Faculty as per the procedures outlined in the Match violations 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.

6.11 CaRMS may remove the Applicant from the Application and Matching Program if the Applicant falls into one or more of the following categories:

(a) The Applicant's credentials or other supporting documents cannot be verified by CaRMS or where there are reasonable and probable grounds to believe that such credentials or supporting documents are not authentic or that the Applicant has submitted falsified documents;

(b) The Applicant is registered in both the NRMP and CaRMS and fails to notify CaRMS by the ROL deadline and/or is first matched through the NRMP to a position;

(c) The Applicant is registered in another match and fails to notify CaRMS by the ROL deadline and/or is matched to any residency position prior to the CaRMS ROL deadline;

(d) The Applicant has unpaid fees to CaRMS;

(e) CaRMS has reasonable grounds to believe that the Applicant has violated the terms of this Contract; and

(f) The Applicant has been unsuccessful in a required Medical Council of Canada examination, (i.e., MCCQE, NAC)

Verification of Credentials

6.12 CaRMS reserves the right to verify the credentials of the Applicant. It is acknowledged and agreed by the Applicant that CaRMS is authorized to communicate with Faculties and other organizations relevant to the verification process.

6.13 All verification processes are to be completed prior to the ROL deadline. CaRMS shall notify the Applicant where their credentials cannot be verified or where there are reasonable and probable grounds to believe that the credentials submitted by the Applicant are not authentic or have been falsified. The Applicant will be given the opportunity to substantiate their credentials. The Applicant may be immediately removed from the Application and Matching Program, subject to the completion of the investigation procedures and the ultimate resolution/decision of the Violation Review Committee regarding verification of the credentials.

6.14 The Applicant may not be permitted to proceed with the match or enter future matches where their credentials could not be verified. The Violation Review Committee, as appointed by the CaRMS Board of Directors shall proceed in the same manner as set out in the Match Violations Policy and shall report to the CaRMS Board of Directors. The Applicant may appeal the ultimate resolution/decision of the Violation Review Committee to the CaRMS Board of Directors. The decision of the CaRMS Board of Directors shall be final.

Privacy and Confidentiality

6.15 In accordance with CaRMS Privacy Policy, only such Personal Information will be solicited from the Applicant that is required to operate the Application and Matching Program. Personal Information about the Applicant will 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 expressed consent of the Applicant.

6.16 CaRMS will use Personal Information solely for the purpose of the Application and Matching Program 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.

6.17 CaRMS will treat ROLs as confidential information. CaRMS will not release or disclose the Applicant ROL unless legally obligated to do so or with the Applicant's express consent.

6.18 Information exchanged with respect to the Application and Matching Program, that is not otherwise publicly available, will be treated as confidential ("Match Information"), 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.

6.19 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.

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

Match Commitment

6.21 CaRMS will obtain the agreement of AFMC (acting on behalf of the Faculties) that the listing of the Applicant on a Program ROL establishes a binding commitment by the Faculty to offer an appointment if a match results and the Applicant meets the licensing requirements of the applicable provincial/territorial medical regulatory authority.

7. Limitation of Liability and Indemnification

7.1 CaRMS does not have any authority to make decisions regarding a Residency Program's ROL or the 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 ROL or the process of application to Residency Programs.

7.2 The Applicant acknowledges and agrees that the process to be followed for the Application and Matching Program 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 Application and Matching Program 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 Match Day of the match the Applicant is participating in, if the Applicant is unmatched, unless earlier terminated in accordance with the provisions hereof. If the Applicant is matched, the Contract shall remain in effect until the Applicant receives their letter of appointment/contract from their matched program, 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 Match violations policy, which may result in removal of the Applicant from the Application and Matching Program 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 and Matching 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.