

## NEURO-ONCOLOGY FELLOWSHIP MATCH PARTICIPATION AGREEMENT

### 1.0 Introduction

- 1.1 Purpose. The Neuro-Oncology Fellowship Match (NOFM) is a program that utilizes a computer-based algorithm developed by San Francisco Match (“SF Match”) to help match applicants with fellowship appointments in the neuro-oncology field. The goal of NOFM is to relieve the pressure of uncoordinated appointments and encourage fellowship candidates to explore best fit scenarios. In order to achieve this goal, Participants in NOFM (both Fellowship Candidates and Fellowship Programs) are obligated to follow the requirements outlined below in this Participation Agreement (“Agreement”).
- 1.2 Oversight and Enforcement. The Society for Neuro-Oncology (SNO) is responsible for overseeing the NOFM and the enforcement of the NOFM rules as outlined in this Agreement.
- 1.3 Definitions. The following terms commonly used in this Agreement shall have the definitions prescribed below:
  - (a) Applicant: An Applicant is an individual who meets the eligibility requirements set forth in Section 2.1, below.
  - (b) Fellow: A Fellow is an individual who meets the eligibility requirements set forth in Section 2.2, below.
  - (c) Fellowship Candidate: Applicants and Fellows are collectively referred to as Fellowship Candidates.
  - (d) Fellowship Program: A Fellowship Program is an institution offering a position that meets the eligibility requirements of Section 2.3 below, along with the faculty, instructors and Program Director associated with that position.
  - (e) Affiliated Institution: Hospitals, Outpatient Surgery Centers, Medical School Departments and Divisions, and Medical Practices with which the Fellowship Program participates in the provision of patient care.
  - (f) Participant: Fellowship Candidates and Fellowship Programs are collectively referred to as the “Participants,” and also individually referred to as a “Participant.”
  - (g) Match: A Match is the result of the computer-based algorithm that is used to pair the Rank Lists of Fellowship Candidates and Fellowship Programs to place, if applicable, interested Fellowship Candidates with interested Fellowship Programs.
  - (h) Match Committee: The Fellowship Match Committee is tasked with the preparation of match documents and procedures, vetting new programs, and assisting the Society for Neuro-Oncology in implementing all policies contained in this agreement.
  - (i) Rank List: A Rank List is a confidential list prepared, in accordance with the procedures and deadlines set by SF Match or the Match Committee (as may be modified from time to time), outlining - in order of preference - the Fellowship Candidates or Fellowship Programs a Participant seeks to be matched with as a result of the NOFM process. **FELLOWSHIP CANDIDATES AND FELLOWSHIP PROGRAMS UNDERSTAND THAT THEY ARE AGREEING TO ENTER INTO A BINDING COMMITMENT WITH ANY ONE OF THE FELLOWSHIP CANDIDATES OR FELLOWSHIP PROGRAMS LISTED ON HIS/HER/ITS RANK LIST, IN THE EVENT OF A MATCH.**
  - (j) Waiver: A Waiver is a release from the binding commitment of a Match. A Waiver may only be granted by the Match Committee, pursuant to the procedures set forth in Section 5.0.

(k) Vacant Fellowship Position: A Vacant Fellowship Position is one that is left unfilled after the Match of Rank Lists between Fellowship Candidates and Fellowship Programs has occurred.

## 2.0 Eligibility Requirements

- 2.1 Applicant Eligibility. In order to participate in NOFM, an Applicant must complete the registration requirements of SF Match, pay all applicable registration and application fees, comply with any other criteria listed on the SF Match Neuro-Oncology Fellowship website each year, and be reasonably expected to meet the Minimum Fellowship Eligibility Criteria outlined in section 2.2 below by the scheduled starting date of the Fellowship Program to which they are applying.
- 2.2 Fellow Eligibility. A Fellow must meet the following criteria prior to the schedule start date of his/her training with a Fellowship Program: Must have completed a resident training program certified by the Accreditation Council for Graduate Medical Education (ACGME) in good standing, or the equivalent certification for DO candidates, or the equivalent international certification from an applicant's home country. Further, each Fellowship Program may have eligibility requirements in addition to the Minimum Fellowship Eligibility Criteria ("Specialty Eligibility Criteria"); Applicants must check with particular Fellowship Programs to determine if there are Specialty Eligibility Criteria which may apply, and are responsible for meeting any such requirements prior to the start date of the Fellowship Program.
- 2.3 Fellowship Program Eligibility Requirements. In order to qualify for participation in NOFM as a "Fellowship Program," the program must: (1) provide a minimum of one (1) year post-residency course of training focused in the field of neuro-oncology; and (2) have a Program Director who is a member of the Society for Neuro-Oncology (SNO).

## 3.0 Fellowship Candidate Responsibilities. In addition to the obligations outlined elsewhere in this Agreement, Fellowship Candidates have the following responsibilities as Participants in the NOFM program:

- 3.1 Fellowship Candidates must promptly comply with the deadlines and procedures of NOFM, as established (and may be modified from time to time) by NOFM, SF Match and the Match Committee.
- 3.2 Fellowship Candidates shall be truthful in their communications with Fellowship Programs, SF Match and/or the Match Committee, including accurately representing his/her qualifications for a Fellowship Program.
- 3.3 Fellowship Candidates agree to cooperate with SF Match, the Match Committee and/or Fellowship Programs to carry out the purpose and intent of this Agreement, including but not limited to, the delivery of information and records and the execution of such documentation reasonably required.
- 3.4 Fellowship Candidates shall not expect a Fellowship Program to reveal how he/she will be ranked.
- 3.5 Fellowship Candidates shall not communicate with Fellowship Programs after the interview but before the release of Match results, other than:
  - a. a brief communication (letter or email) providing the Fellowship Candidate with feedback regarding the interview and program, and/or requesting similar feedback from the Fellowship Program;
  - b. in order to provide any additional documentary information requested by the Fellowship Program at the time of or after the interview;
  - c. in order to withdraw the Fellowship Candidate's application to the Fellowship Program.

d. Fellowship Candidates are encouraged to contact the program coordinator as an intermediary between the program and the candidate.

3.6 Fellowship Candidates shall not disclose their Rank List prior to the release of the Match results.

3.7 **FELLOWSHIP CANDIDATES RECOGNIZE THAT A MATCH IS A BINDING COMMITMENT. FAILURE TO FULFILL A MATCH MAY SUBJECT THE FELLOWSHIP CANDIDATE TO SANCTIONS, PURSUANT TO SECTION 8.0, UNLESS A WAIVER IS OBTAINED, PURSUANT TO SECTION 5.0, BELOW.**

3.8 Fellowship Candidates recognize that if he/she fails to honor a Match, the Fellowship Candidate cannot, for a period of one (1) year after the date on which the Match Fellowship Program was set to begin, accept alternate employment of any kind with any institutions that sponsor Fellowship Programs that participate in NOFM, or any Affiliated Institutions unless the Fellowship Candidate first obtains a Waiver, pursuant to Section 5.0.

3.9 Fellowship Candidates agree to conduct themselves in an ethical and professional manner with regards to NOFM.

**4.0 Fellowship Program Responsibilities.** In addition to the obligations outlined elsewhere in this Agreement, Fellowship Programs have the following responsibilities as Participants in NOFM:

4.1 Fellowship Programs must promptly comply with the deadlines and timelines of NOFM, as set (and may be modified from time to time) by NOFM, SF Match and the Match Committee.

4.2 Fellowship Programs shall be truthful in their communications with Fellowship Candidates, SF Match, and/or the Match Committee.

4.3 Fellowship Programs agree to cooperate with SF Match, the Match Committee, and/or Fellowship Candidates to carry out the purpose and intent of this Agreement, including but not limited to the delivery of information and records and the execution of such documentation reasonably required.

4.4 Fellowship Programs shall not ask, or otherwise pressure, a Fellowship Candidate to reveal how the Fellowship Program will be ranked.

4.5 Fellowship Programs shall not communicate with Fellowship Candidates after the interview, but before the release of the results of the Match, other than:

a. a brief communication (letter or email) providing feedback regarding the interview and the Fellowship Candidate's potential for matching with the Fellowship Program, provided that such communications are unilateral, voluntary and unconditional; or

b. in order to request additional documentary information as part of the Fellowship Candidate's application.

c. Programs shall use the program coordinator as an intermediary between the program and the candidate.

4.6 Fellowship Programs shall not, prior to the release of the results of the Match, disclose its Rank List or guarantee a Fellowship Candidate that he/she will be provided a position.

4.7 **FELLOWSHIP PROGRAMS ACKNOWLEDGE THAT A MATCH IS A BINDING COMMITMENT. FAILURE TO HONOR A MATCH MAY SUBJECT THE FELLOWSHIP PROGRAM TO SANCTIONS, PURSUANT TO SECTION 8.0, UNLESS A WAIVER IS OBTAINED, PURSUANT TO SECTION 5.0, BELOW.**

4.8 Fellowship Programs shall not offer employment positions to any Fellowship Candidate prior to the date that Match results are released, and shall not discuss or interview Fellowship Candidates for any such positions prior to the deadlines set by the Match Committee for doing so.

- 4.9 Fellowship Programs shall only offer clinical positions within its Fellowship Program through NOFM.
- 4.10 Fellowship Programs and their Affiliated Institutions (defined in Section 1.3) shall not discuss or offer any type of Fellowship position or any other employment positions to any Fellowship Candidate who has failed to honor his/her Match to another Fellowship Program without first obtaining a Waiver, pursuant to Section 5.0. This prohibition of employment shall continue for one (1) year after the date on which the subject Fellowship Candidate's Match was set to begin. It should be noted that sanctions applicable a Fellowship Program by this Section 4.10 also apply to potential employment by Affiliated Institutions, even if those Affiliated Institutions are not specifically part of NOFM.
- 4.11 Fellowship Programs shall publish any Specialty Eligibility Criteria that Fellowship Candidates are expected to meet on the SF Match web site prior to the date that Fellowship Candidates may begin registering for SF Match.
- 4.12 If requested, Fellowship Programs shall provide Fellowship Candidates with a copy of current institutional policies pertaining to the education and/or employment of the Fellow on or before the date the Fellowship Candidate interviews with the Fellowship Program. Fellowship Candidates acknowledge that the provision of such policies is intended to clarify the terms of the fellowship and promote discussion between the Participants, and that such policies may change in substance and nature prior to the actual initiation of the Fellowship.
- 4.13 Fellowship Programs and Program Directors shall conduct themselves in an ethical and professional manner with regards to NOFM.
- 4.14 Fellowship Programs shall designate an officer ("Program Director") who shall be responsible for ensuring the Fellowship Program's timely compliance with the procedures of NOFM and this Agreement. Note that the Program Director and all physicians associated with the Fellowship Program shall be subject to sanctions in the event the Fellowship Program fails to follow the rules outlined in this Agreement.

## 5.0 Waiver Requests

- 5.1 Binding Commitment. **A MATCH IS A BINDING COMMITMENT ON BOTH THE FELLOWSHIP CANDIDATE AND THE FELLOWSHIP PROGRAM. FELLOWSHIP PROGRAMS AND FELLOWSHIP CANDIDATES ARE NOT AUTHORIZED TO RELEASE EACH OTHER FROM A MATCH; RATHER A RELEASE OF A MATCH MAY ONLY BE MADE BY THE MATCH COMMITTEE, PURSUANT TO THE WAIVER PROVISIONS OUTLINED IN THIS AGREEMENT. PARTICIPANTS UNDERSTAND THAT WAIVERS ARE NOT AUTOMATIC, AND ARE GRANTED IN ONLY RARE CIRCUMSTANCES.**
- 5.2 Waiver Requests by a Fellowship Candidate. A Fellowship Candidate may request a Waiver from the obligations of a Match if fulfilling the commitment would cause undue personal hardship or if there has been a substantial change in the Fellowship Program. A written Request for Waiver must be sent to both the Program Director and the Match Committee. The Request for Waiver should detail the specific reason(s) for the waiver request and must include any documentation which would substantiate such request. Upon review, the Match Committee may request additional documentation as outlined in Section 5.4.
- 5.3 Waiver Requests by Fellowship Programs. A Fellowship Program may request a Waiver from a Match with a Fellowship Candidate if circumstances beyond its control make it unable to continue to honor their Match commitment. A Fellowship Program that desires to request a Waiver must contact the Match Committee prior to communicating with the Fellowship Candidate and must provide documentation to the Committee that would justify such request. The Request for Waiver must be approved by the Match Committee, after which time, the Fellowship Program may communicate with the Fellowship Candidate.

- 5.4 Waiver Decisions. The Match Committee may seek input and information from multiple sources, including from other affected Participants (including the non-requesting Fellowship Candidate or Fellowship Program), in deciding whether a request for a Waiver should be granted. However, the decision on whether a Waiver shall be granted is in the sole discretion of the Match Committee, whose decision shall be final, and not subject to review through arbitration or otherwise. The Match Committee shall decide whether to accept or reject a request for a Waiver within fifteen (15) business days of when all information pertaining to such a request is received. Fellowship Candidates may not discuss, interview for, or accept another employment position (whether with a Fellowship Program or otherwise) with any institutions who have Fellowship Programs within any SF Match program until a final decision is made by the Match Committee on the Waiver. Likewise, Fellowship Programs may not discuss, interview, or offer any other individuals the subject Fellowship Program position until a final decision is made by the Match Committee on the request for a Waiver.
- 5.5 Consequences of Waiver Decisions. If the Match Committee decides to grant a request for a Waiver, the Fellowship Candidate is free to accept another position, and the Fellowship Program is free to offer the Fellowship Program as a Vacant Fellowship Position, in accordance with the rules outlined in Section 7.0. The Match Committee will not pursue sanctions pursuant to Section 8.0 of this Agreement in the event a Waiver is granted; however, the Match Committee's granting of a Waiver has no bearing on any contractual penalties the Parties may owe to each other outside of this Agreement.

## **6.0 Withdrawals**

- 6.1 Voluntary Withdrawals by Fellowship Candidates. A Fellowship Candidate may withdraw from NOFM at any time before his/her Rank List is submitted.
- 6.2 Voluntary Withdrawals by Fellowship Programs. A Fellowship Program may withdraw its position(s) from NOFM at any time before the date (as set by the Match Committee, and may be modified from time to time) that Applicants may begin registering for NOFM. A Fellowship Program may withdraw its positions from NOFM after Applicants begin registering for the NOFM, only with the permission of the Match Committee, which will not be unreasonably withheld. In such event, the Fellowship Program is responsible for informing SF Match, the Match Committee, and all Applicants who have applied to that Fellowship Program. The Fellowship Program is also responsible for handling all requests for refunds from Applicants who have applied to the Fellowship Program.
- 6.3 Involuntary Withdrawals of Fellowship Candidates. In the event that the Match Committee becomes aware that a Fellowship Candidate has violated this Agreement or is not intending to fulfill his/her commitment to a Match, the Match Committee has the authority to withdraw the Fellowship Candidate from NOFM for the remainder of that match cycle, and/or prohibit the Fellowship Candidate from participating in future NOFM cycles. The Match Committee shall not withdraw a Fellowship Candidate pursuant to this paragraph, unless – after providing the Fellowship Candidate a reasonable opportunity under the circumstances to explain his/her position – the Match Committee determines, in its sole discretion, that the Fellowship Candidate has violated this Agreement or is not intending to fulfill his/her commitment to a Match. In the event of such an involuntary withdrawal by the Match Committee, the Fellowship Program (if any) where the subject Fellowship Candidate was matched will automatically be granted a Waiver pursuant to Section 5.0. An involuntary withdrawal is in addition to any authority to sanction Fellowship Candidates pursuant to Section 8.0 below.
- 6.4 Involuntary Withdrawals of Fellowship Programs. In the event that the Match Committee becomes aware that a Fellowship Program has violated this Agreement or is not intending to

fulfill its commitment to a Match, the Match Committee has the authority to withdraw the Fellowship Program from NOFM for the remainder of that match cycle, and/or prohibit the Fellowship Program from participating in future NOFM cycles. The Match Committee shall not withdraw a Fellowship Program pursuant to this paragraph, unless – after providing the Fellowship Program a reasonable opportunity under the circumstances to explain its position – the Match Committee determines, in its sole discretion, that the Fellowship Program has violated this Agreement or is not intending to fulfill her/his commitment to a Match. In the event of such an involuntary withdrawal by the Match Committee, the Fellowship Candidate (if any) that was matched with the subject Fellowship Program will automatically be granted a Waiver pursuant to Section 5.0. An involuntary withdrawal is in addition to any authority to sanction Fellowship Programs and/or Program Directors pursuant to Section 8.0, below.

- 6.5 Automatic Withdrawals of Fellowship Candidates. Fellowship Candidates recognize that in the event he/she is registered for multiple fellowship match programs through SF Match, the Fellowship Candidate must accept the first Match he/she receives, and that the Fellowship Candidate will automatically be withdrawn from all other match programs within SF Match once a Match occurs.

## **7.0 Vacant Fellowship Positions**

- 7.1 Direct Negotiations. A Vacant Fellowship Position is one that is left unfilled after the Match of Rank Lists between Fellowship Candidates and Fellowship Programs has occurred. This position may be filled by direct negotiations between the Fellowship Program and Fellowship Candidates.
- 7.2 Binding Commitment. Once a Vacant Fellowship Position is offered and accepted, it becomes a binding commitment, subject to the satisfactory completion of the Minimum Fellowship Eligibility Criteria, along with any Specialty Eligibility Criteria set by the Fellowship Program. Once such an offer is made and accepted, a copy or notice of the acceptance or agreement (whether formal or informal) must be sent to the Match Committee within one week of the acceptance or agreement. Failure to honor a commitment made to a Vacant Fellowship Position, unless a Waiver is obtained, may subject the violating Fellowship Program or the Fellowship Candidate to the same sanctions applicable to a Fellowship Program and Fellowship Candidate who Match on the basis of Rank List submission and the subsequent SF Match algorithm, pursuant to Section 8.0.

## **8.0 Sanctions**

- 8.1 Power to Sanction. In the event the Match Committee learns of information suggesting a violation of this Agreement, the Match Committee is empowered to investigate whether such a violation exists. If the Match Committee determines that such a violation exists, the Match Committee may, in addition to other actions authorized herein, proceed to recommend sanctions against the violating Fellowship Candidate or Fellowship Program, including all faculty, instructors and Program Directors associated with that Fellowship Program.
- 8.2 Sanction Proceedings. If the Match Committee, pursuant to paragraph 8.1 above, decides that this Agreement has been violated, the Match Committee may file a Complaint against the violating Fellowship Candidate, Fellowship Program, and/or Program Directors with the Society for Neuro-Oncology Board of Directors (SNOBOD), indicating the nature of the violation and any recommended sanctions. The SNOBOD will be charged with confirming whether a violation of this Agreement occurred and whether the recommended sanctions are appropriate. The procedures and rules of the SNOBOD, as may be modified from time to time, shall govern any sanctions proceedings for violations of this Agreement. In the event of a conflict between the

rules and procedures of the SNOBOD and this Agreement, the rules of this Agreement shall govern.

- 8.3 Consent to Jurisdiction before SNOBOD. **THE PARTICIPANTS AGREE THAT BY ENTERING INTO THIS AGREEMENT AND PARTICIPATING IN NOFM THEY ARE AGREEING TO SUBMIT TO THE JURISDICTION AND PROCEDURES OF THE SNOBOD. PARTICIPANTS FURTHER AGREE TO ABIDE BY THE DECISIONS OF THE SNOBOD, INCLUDING ITS DECISIONS REGARDING SANCTIONS, REGARDLESS OF THE PARTICIPANT'S STATUS AS A MEMBER OF THE SOCIETY FOR NEURO-ONCOLOGY.**
- 8.4 Available Sanctions. In the event the SNOBOD determines, in accordance with the procedures outlined above, that a Participant has violated this Agreement, the SNOBOD has the authority to impose sanctions against the violating Participant, which may include, but is not limited to, the following:
- Prohibition from membership in the Society for Neuro-Oncology;
  - Prohibition from presenting or moderating at any meetings sponsored by the Society for Neuro-Oncology;
  - Ban from NOFM, and possibly from other non-neuro-oncology SF Match programs; Publication of individually identified sanctions by the Society for Neuro-Oncology; Written reprimand or other letter outlining concerns, which may be published by SNOBOD or filed with the American Board of Medical Specialties, the American Academy of Neurology, and/or the ACGME, or the equivalent certifying body for DO candidates or any other entity or individual the SNOBOD deems relevant, including potential employers of the violating participant; or
  - Any other sanctions that the SNOBOD deems relevant and proper.

The above prohibitions and bans may be time-limited or permanent, at the discretion of the SNOBOD.

## 9.0 Match Committee

- 9.1 Match Committee Responsibilities. The Match Committee is responsible for assisting the Society for Neuro-Oncology in the administration and enforcement of the NOFM rules and procedures as outlined in this Agreement.
- 9.2 Match Committee Chair(s). The Chair(s) will be appointed by the President of the Society for Neuro-Oncology.
- 9.3 Match Committee Members. The Fellowship Match Committee shall consist of eight (8) committee members (to include the chair or chairs) who are selected by the chair(s) from among the current program directors. Consideration in committee selection shall be given to ensure diversity of program size and geographic representation.
- 9.4 Terms. The members and chairperson(s) of the Match Committee shall serve for a two (2) year term, unless removed or reappointed. There shall be no limit to the number of terms a member may serve.

## 10.0 Disclaimers

- 10.1 No Guarantee of a Match. Fellowship Candidates acknowledge that participation in NOFM does not provide any guarantees that they will be matched with any particular Fellowship Program, or any Fellowship Programs at all. Fellowship Programs, likewise, acknowledge that participation in NOFM does not provide any guarantees that they will be matched with any particular Fellowship Candidate or that the Fellowship Program will be matched with any Fellowship Candidate at all.

10.2 Third-Party Processing of Matches. The Fellowship Candidates and Fellowship Programs acknowledge that NOFM utilizes an outside party to process the matching of Rank Lists. NOFM makes no representations or warranties as to the accuracy, completeness, security or reliability of this process.

**11.0 Miscellaneous**

- 11.1 Choice of Law and Arbitration. This Agreement shall be construed and interpreted in accordance with the Laws of the State of Texas. The Participants agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be Houston, Texas. Except as may be required by law, neither a participant nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the Match Committee.
- 11.2 Severability. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument.
- 11.3 Limitation on Liability. The Participants acknowledge that the liability of NOFM, SNO or SF Match (including any of these organizations' members, employees and/or agents) for any violations of this Agreement or the procedures of NOFM are limited to the refund of any fees paid to participate in NOFM.