

1.0 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 GRIEVANCE COMMITTEE, PURSUANT TO THE WAIVER PROVISIONS OUTLINED IN THIS AGREEMENT. PARTICIPANTS UNDERSTAND THAT WAIVERS ARE NOT AUTOMATIC AND ARE GRANTED ONLY IN RARE CIRCUMSTANCES.

1.1. 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 Fellowship Candidate that desires to request a Waiver must follow the procedures and timelines for doing so as set by the Match Grievance Committee, and as outlined in this Agreement. A Fellowship Candidate may request a waiver before or after the start of fellowship training at a specified program.

1.2. 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 follow the procedures and timelines for doing so as set by the Match Grievance Committee, and as outlined in this Agreement.

1.3. Waiver Decisions. The Match Grievance 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 at the discretion of the Match Grievance Committee (section 4.3), whose decision shall be final, and not subject to review through arbitration or otherwise. The Match Grievance Committee shall decide whether to accept or reject a request for a Waiver within fourteen (14) 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 Grievance 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 Grievance Committee on the request for a Waiver.

1.4. Consequences of Waiver Decisions. If the Match Grievance 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 (section 3.0). The Match Grievance Committee will not pursue sanctions pursuant to Section 4.0 of this Agreement in the event a Waiver is granted; however, the Match Grievance Committee's granting of a Waiver has no bearing on any contractual penalties the Parties may owe to each other outside of this Agreement.

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2.0 Withdrawals

2.1 Voluntary Withdrawals by Fellowship Candidates. A Fellowship Candidate may withdraw from the Pediatric Orthopaedic Surgery Specialty Match (POSNA), via the San Francisco Match, at any time before his/her Rank List is submitted.

2.2 Voluntary Withdrawals by Fellowship Programs. A Fellowship Program may withdraw its position(s) from the San Francisco Match at any time before the date (as set by the Match Grievance Committee and may be modified from time to time) that Applicants may begin registering for POSNA. A Fellowship Program may withdraw its positions from San Francisco Match after Applicants begin registering, only with the permission of the POSNA Fellowship Committee and/or Match Grievance Committee, which will not be unreasonably withheld. In such event, the Fellowship Program is responsible for informing the San Francisco Match, the Match Grievance 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.

2.3 Involuntary Withdrawals of Fellowship Candidates. In the event that the Match Grievance 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 Grievance Committee has the authority to withdraw the Fellowship Candidate from POSNA for the remainder of that match cycle, and/or prohibit the Fellowship Candidate from participating in future POSNA cycles. The Match Grievance 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 Grievance 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 Grievance Committee, the Fellowship Program (if any) where the subject Fellowship Candidate was matched will automatically be granted a Waiver pursuant to Section 1.0. An involuntary withdrawal is in addition to any authority to sanction Fellowship Candidates pursuant to Section 4.0 below.

2.4 Involuntary Withdrawals of Fellowship Programs. In the event that the Match Grievance Committee becomes aware that a Fellowship Program has violated this Agreement or is not intending to fulfill its commitment to a Match, the Match Grievance Committee has the authority to withdraw the Fellowship Program from POSNA for the remainder of that match cycle, and/or prohibit the Fellowship Program from participating in future POSNA cycles.

The Match Grievance 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, it determines that the Fellowship Program has violated this Agreement or is not intending to fulfill her/her commitment to a Match. In the event of such an involuntary withdrawal by the Match Grievance Committee, the Fellowship Candidate (if any) that was matched with the subject Fellowship Program will automatically be granted a Waiver pursuant to Section 1.0. An involuntary withdrawal is in addition to any authority to sanction Fellowship Programs and/or Program Directors pursuant to Section 4.0, below.

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2.5 Automatic Withdrawals of Fellowship Candidates. Fellowship Candidates recognize that in the event he/she is registered for multiple fellowship match programs through San Francisco 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 San Francisco Match once a Match occurs.

3.0 Vacant Fellowship Positions

3.1 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.

3.2 Binding Commitment. Once a Vacant Fellowship Position is offered and accepted, it becomes a binding commitment. Once such an offer is made and accepted, a copy or notice of the acceptance or agreement must be sent to both the POSNA Fellowship Accreditation Committee and the Match Grievance 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 San Francisco Match algorithm, pursuant to Section 4.0.

4.0 Sanctions

4.1 Power to Sanction. In the event the Match Grievance Committee learns of information suggesting a violation of this Agreement, the committee is empowered to investigate whether such a violation exists. If the Match Grievance Committee determines that such a violation exists, the 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.

4.2 Available Sanctions. In the event that the Match Grievance Committee determines that a Participant or Fellowship Program has violated this Agreement, the committee has the authority to impose sanctions against the violating Participant and/or Fellowship Program (and associated faculty), which may include – but is not limited to – the following:

- a. Prohibition from membership in POSNA
- b. Prohibition from presenting or moderating at any meetings sponsored by POSNA
- c. Prohibition on receiving any research funding from POSNA
- d. Ban from POSNA, and possibly from other non-pediatric San Francisco Match programs
- e. Publication of individually- identified sanctions by POSNA
- f. Written reprimand or other letter outlining concerns, which may be published by POSNA, or filed with the American Board of Medical Specialties, the American Board of Orthopaedic Surgery, and/or the

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ACGME, the American Osteopathic Board of Orthopedic Surgery, or any other entity or individual the Match Grievance Committee deems relevant, including potential employers of the violating participant

g. Any other sanctions that the Match committee deems relevant and proper.

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

4.3 Procedure:

a. The Match Grievance Committee will determine if a Waiver is to be granted to either the applicant or the fellowship program. Final approval will be certified through the POSNA Presidential Line.

b. When Sanctions are determined by the Match Grievance Committee regarding violations of the Match Agreement, to either the fellow applicant or the fellowship program, the POSNA Presidential Line will have final authority to approve and execute these Sanctions (4.2).

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