

2009 ORTHOPAEDIC SPORTS MEDICINE AND ARTHROSCOPY MATCH AGREEMENT

(FOR APPOINTMENT YEAR 2011/2012)

This Agreement is made and entered into as of the ____ day of _____, 2009 by and between the American Orthopaedic Society for Sports Medicine, an Illinois not-for-profit corporation with its principal place of business at 6300 N. River Road, Suite 500, Rosemont, Illinois 60018 (the "Society") and _____, M.D. (the "Program Director"), the Program Director of the Orthopaedic Sports Medicine Program at _____ (the "Program"). The provisions of this Agreement are supported by the Arthroscopy Association of North America.

RECITALS

WHEREAS, the Society works with the San Francisco Match (SFM) and its Specialty Matching Service to facilitate advanced clinical experience and fellowship placement services for orthopaedic surgeons with special interest in sports medicine (the "Match");

WHEREAS, the Program offers one or more fellowships and desires to participate in the Match to locate and accept applicants for such fellowships; and

WHEREAS, the Society and the Program Director desire to memorialize certain terms and conditions of the Program's participation in the Match to locate and accept applicants for the Program's fellowships.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. Definitions. The following terms shall have the meanings set forth below:

"Applicant" shall mean a person seeking to obtain a position as a Fellow.

"Fellow" shall mean a physician who spends twelve months training in an Accreditation Council for Graduate Medical Education (ACGME), Canadian Orthopaedic Association (COA) accredited orthopaedic sports medicine Program's Fellowship, a non-accredited program that is formally recognized by AANA or in a non-accredited position which is connected to an ACGME accredited program.

"Fellowship" shall mean an ACGME or COA accredited fellowship training program for orthopaedic sports medicine that lasts at least twelve months, or a similar non-accredited fellowship that is formally recognized by AANA. Programs that are not accredited, but have formally submitted an application to the ACGME, COA or AANA prior to August 15, 2009 qualify to participate in the match.

"Fellowship Match Committee" shall mean the committee responsible for implementing the provisions in this agreement. The Fellowship Match Committee shall consist of five (5) orthopaedic surgeons and include a Chair who does not participate in fellowship training and is a member of both AOSSM and AANA, an additional member from each AOSSM and AANA who are not participating in fellowship training and an additional member from each

AOSSM and AANA who participates in orthopaedic sports medicine or arthroscopy fellowship training and whose program is a participant in the Match.

“Grievance Committee” shall be the committee for reviewing, affirming or modifying a determination or action of the Fellowship Match Committee. The Grievance Committee shall consist of 10 members who are the AOSSM President, President-Elect, Vice President, Secretary and Treasurer and the AANA President, First Vice President, Second Vice President, Secretary and Treasurer.

“International Fellow” shall mean a non-U.S. or non-Canadian citizen who obtained his or her residency training outside of the U.S. and Canada.

“Research Fellow” shall mean a sports medicine fellowship position that is for two (2) years in duration with one year focused primarily on performing research.

“Participating Program” shall mean those programs, such as the Program, then participating in the Match.

2. Conditions of Participation.

2.1 The Program shall enter into a binding Participation Agreement in substantially the form attached hereto as Exhibit A with the SFM and Applicants (the “Participation Agreement”).

2.2 The Program hereby agrees to pay to the Society a \$7,500 fee in the event the Program fails to honor its commitments under its Participation Agreement, fails to honor its obligations under this Program Agreement, or otherwise breaches its Participation Agreement or this Program Agreement, as further provided in Section 5.2 hereof.

3. Program Obligations. As consideration for the Society’s efforts to facilitate placement services for Applicants and Participating Programs, the Program shall adhere to the conditions set forth below:

3.1 The Program shall honor its commitments to the SFM and Applicants under its Participation Agreement.

3.2 The Program shall not accept a fellow for its Fellowship who is not a participating Match Applicant. All Fellowship positions offered by the Program shall be filled through the SFM, with the following exceptions:

- (a) Any Fellowship position that is “unmatched” through the SFM;
- (b) A Fellowship position reserved only for International Fellows, provided the position is designated for International Fellows only by the August 15 preceding the applicable “Match Day.”
- (c) A Fellowship position reserved only for Research Fellows, provided the position is designated for Research Fellows only by the August 15 preceding the applicable “Match Day.”

3.3 The Program shall not pressure Applicants to commit to a Fellowship prior to the Match.

3.4 The Program shall not seek assurances from Applicants as to an Applicant's intent to "rank" a Program's Fellowship in a certain order, and shall similarly not state or imply in any way that the Applicant's position on the Program's SFM Rank List is at all dependent upon the Applicant's relative level of interest in the Program's Fellowship. No verbal or written communication between the program and applicants is binding.

3.5 The Program shall not withdraw any Fellowship positions from the Match at any time prior to "Match Day," without

- a) Submitting a formal, written request to the committee;
- b) Obtaining approval for withdrawing a position from the committee, and
- c) Publically acknowledging the reduction in positions.

3.6 The Program shall not offer any Applicant, irrespective of whether or not the Applicant has signed a Participation Agreement, any position as a Fellow prior to Match Day, except as provided in Section 3.2(b) hereof.

3.7 The Program shall not interview any Applicant for a Fellowship position prior to executing its Participation Agreement and the Program Agreement with the Society corresponding to the year the Fellowship is being offered by the Program.

4. Society Obligations. As consideration for the Program's participation in the Specialty Matching Service, the Society shall perform the following:

4.1 The Society shall have a Fellowship Match Committee whose membership shall total five (5), and shall include a Chair who does not participate in fellowship training, three (3) members who also do not participate in fellowship training, and one (1) member who does participate in fellowship training and is a party to a Program Agreement with the Society. The Fellowship Match Committee shall be responsible for implementing the provisions of this Program Agreement and determining whether a Program has failed to honor its commitments under its Participation Agreement, failed to honor its obligation under this Program Agreement, or otherwise breached this Program Agreement or its Participation Agreement.

4.2 The Society may make certain research and educational grants available only to participating programs, that have executed a Participation Agreement with the SFM and Applicants and a Program Agreement with the Society ("Participating Programs").

4.3 The Society and AANA shall publicize the names, applicant contact information, and/or additional selected program information for all Participating Program Fellowships by such means as the Society/AANA website, advertisements taken out by the Society/AANA in orthopaedic journals, and/or information released by the Society to other orthopaedic organizations, orthopaedic residents, orthopaedic residency program directors and/or other faculty involved in resident education. The Society/AANA shall not publicize the above-listed information for fellowship positions offered by programs that have not entered into Participation Agreement with the SFM and Applicants and a Program Agreement with the Society.

4.4 The Society/AANA may provide fellows who have completed a fellowship in the Match with a certificate of completion and list these fellows on the AOSSM or AANA website.

4.5 The Society shall survey Applicants and Fellows after the Match has taken place as to whether any Program violated its Participation Agreement and, if so, to obtain further information as to the specifics of any alleged breach.

4.6 The Society may give preference to faculty from Participating Programs over faculty from non-participating programs with respect to the awarding of research grants, the acceptance of papers to be presented at the Specialty Day and at the Society's annual summer meeting, as Symposium faculty, as Educational Course faculty, for membership on Society Committees and/or for service on the Society's Board of Directors.

5. Events of Default. Should the Program fail to honor its commitments under its Participation Agreement, fail to honor its obligations under this Program Agreement, or otherwise breach this Program Agreement or its Participation Agreement, as determined by a majority vote of the Society's Fellowship Match Committee (a "Defaulting Program"), the Defaulting Program agrees to the following restrictions upon its future participation in the SFM's Specialty Matching Service for qualifying Fellowships:

5.1 The Defaulting Program shall be ineligible to participate as a Participating Match Program for two (2) years following the term of its breach.

5.2 The Defaulting Program shall pay the Society \$7,500 to compensate for the Society's time and effort in facilitating future qualifying Fellowships through the SFM's Specialty Matching Service and maintaining the integrity of the programs.

The Program acknowledges and agrees that only after satisfaction of the requirements and conditions in this Article 5 shall a Defaulting Program be eligible to again participate in the SFM Specialty Matching Service for Fellowships.

Should a Defaulting Program disagree with the Fellowship Match Committee's determination that the Program failed to honor its commitments under its Participation Agreement, failed to honor its obligations under this Program Agreement, or otherwise breached this Program Agreement or its Participation Agreement, the Defaulting Program may appeal the determination to the Grievance Committee. Reversal or modification of a determination of the Fellowship Match Committee may be made by the Grievance Committee upon a two-thirds (2/3) majority vote.

5.3 The Society shall report a Defaulting Program's breach of the terms of this Program Agreement or its Participation Agreement to the SFM.

6. Program Director Disincentives. The Program Director agrees and understands that in the event of his or her Program's Default under Article V hereof, the Society may impose the following restrictions on the Program Director's program and program faculty:

6.1 Ineligibility for research grants from the Society:

(a) Program Director for three (3) years following the term of the Program's Default; and

- (b) Remaining Fellowship faculty associated with the Program for two (2) years following the term of the Program's Default.

6.2 Ineligibility for participation in Scientific Paper presentations at the Society's and AANA's Specialty Day and Annual Meeting:

- (a) Program Director for two (2) years following the term of the Program's Default;
- (b) Any submission listing the Program Director as an author for two (2) years following the term of the Program's Default; and
- (c) Remaining Fellowship faculty associated with the Program for one (1) year following the term of the Program's Default.

6.3 Ineligibility of Fellowship Program for participation as Symposium speaker or session moderator at the Society's and AANA's Specialty Day and Annual Meetings:

- (a) Program Director for two (2) years following the term of the Program's Default; and
- (b) Remaining Fellowship faculty associated with the Program for one (1) year following the term of the Program's Default.

6.4 Ineligibility of Program Director for participation as Society or AANA Education Course Faculty for two (2) years following the Program's Default.

6.5 Ineligibility of Program Director for participation as a Society or AANA Committee Member for two (2) years following the term of the Program's Default.

6.6 Ineligibility for service on the Society's or AANA's Board of Directors:

- (a) Program Director for two (2) years following the term of the Program's Default; and
- (b) Remaining Fellowship faculty associated with the Program for one (1) year following the term of the Program's Default.

The disincentives listed in this Article 6 shall begin on July 1, 2010 and shall continue in effect for the time period as stated above.

7. Compliance with Applicable Laws and Regulations. The Program agrees that it shall comply with applicable federal, state and local laws in executing its responsibilities under this Program Agreement and its Participation Agreement.

8. Term. This Program Agreement shall be effective as of July 1, 2009 and shall continue in full force and effect until June 30, 2010.

9. Termination.

9.1 In the event that on August 29, 2009, there are fewer than 157 orthopaedic sports medicine and/or arthroscopy fellowship positions committed to the Match through fully executed Program Agreements, the Program Director may withdraw the Program from the Match without being in default of this agreement provided the Society is formally notified in writing by September 15, 2009.

9.2 In the event that on September 16, 2009, there are fewer than 125 orthopaedic sports medicine and/or arthroscopy fellowship positions committed to the Match through fully executed Program Agreements, the Society may terminate the Match along with this and all other fully executed Program Agreements. Termination of the Match must be made in writing to all Program Directors participating in the Match by October 1, 2009.

9.3 The Society may terminate this Program Agreement upon thirty (30) days written notice if the Program breaches or is in default of any obligation hereunder and said breach or default has not been remedied within fifteen (15) days after receipt of notice of such default or breach. Notwithstanding the above, the provisions of Article 5 and Article 6 concerning Defaulting Programs shall survive the termination of this Program Agreement.

10. Notice. All notices, requests, demands and other communications hereunder shall be in writing and shall be duly given to any party, (a) upon delivery to the address of such party specified below if delivered in person or by courier; (b) delivery into the United States Mail by certified or registered mail, return receipt requested, postage prepaid; or (c) upon dispatch if transmitted by telecopy or other means of facsimile, to the following addresses or telecopy numbers as the case may be:

If to the Society:

American Orthopaedic Sports Medicine Society
6300 N. River Road
Suite 500
Rosemont, IL 60018

If to the Program Director:

The parties may change the foregoing addresses and facsimile numbers through written notice to the other party as provided herein.

11. Waiver. A party may waive its rights under this Program Agreement only in writing. Any waiver by either party of its rights under this Program Agreement shall not constitute a waiver of any other rights hereunder.

12. **Assignment.** The rights and obligations arising under this Program Agreement may not be assigned by either party without the express written consent of the other party.

13. **Severability.** Whenever possible, each provision of this Program Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Program Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Program Agreement.

14. **Complete Agreement.** This Program Agreement sets forth all of the understandings of the parties with respect to the subject matter hereof, supersedes any prior, oral or written understandings and may not be altered, modified, or amended except by written instruments signed by both parties.

15. **Governing Law.** This Program Agreement shall be construed and enforced under the laws of the State of Illinois.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Program Agreement to be executed on the day and year first above written.

**American Orthopaedic Society for Sports
Medicine**

By: _____
Its: Executive Director

(Sports Medicine Fellowship Program Name)

By: _____
Its: Fellowship Program Director

EXHIBIT A
ORTHOPAEDIC SPORTS MEDICINE AND ARTHROSCOPY MATCHING RULES

NOTICE: Orthopaedic Sports Medicine and Arthroscopy Fellowship Programs must sign the *2009 Orthopaedic Sports Medicine Match Agreement* to the American Orthopaedic Society for Sports Medicine (AOSSM) and the Arthroscopy Association of North America (AANA) before they can participate in the orthopaedic sports medicine match for appointment year 2011/2012. In addition, they must complete and submit this page to AOSSM before they are listed as a participating program with the SF Match. The program director must read these rules and complete and sign this form and fax it to the AOSSM Fellowship Match Coordinator at 847-292-4905.

My fellowship is an accredited orthopaedic sports medicine fellowship by the Accreditation Council for Graduate Medical Education or has submitted an application for accreditation or is formally recognized by the AANA. We have signed the 2009 Orthopaedic Sports Medicine Match Agreement with the American Orthopaedic Society for Sports Medicine (AOSSM), the sponsor of the Match. As part of that agreement, I affirm our commitment to the following general rules for Programs and Program Directors:

Program Obligations. As consideration for the Societies efforts to facilitate placement services for Applicants and Participating Programs, the Program shall adhere to the conditions set forth below:

- The Program shall honor its commitments to the SFM and Applicants under its Participation Agreement.
- The Program shall not accept a fellow for its Fellowship who is not a participating Match Applicant. All Fellowship positions offered by the Program shall be filled through the SFM, with the following exceptions:
 - (a) Any Fellowship position that is “unmatched” through the SFM;
 - (b) A Fellowship position reserved only for International Fellows, provided the position is designated for International Fellows only by the August 15 preceding the applicable “Match Day.”
 - (c) A Fellowship position reserved only for Research Fellows, provided the position is designated for Research Fellows only by the August 15 preceding the applicable “Match Day.”
- The Program shall not seek assurances from Applicants as to an Applicant’s intent to “rank” a Program’s Fellowship in a certain order, and shall similarly not state or imply in any way that the Applicant’s position on the Program’s SFM Rank List is at all dependent upon the Applicant’s relative level of interest in the Program’s Fellowship. No verbal or written communication between the program and applicants is binding.
- Post Interview Communication: Programs should not communicate (verbally, in writing, or through other individuals) with applicants and they should not request that applicants communicate with them. Communication between fellowship programs and an applicant’s residency program, colleague or letter writer can occur if performing due diligence regarding a particular candidate. Conversations may not include any discussion about rank order or intention to rank from either party. Throughout the process, and regardless of any circumstances of the communications between the fellowship program and the candidate, including any interested parties on either side, the integrity of the blind match process must be protected.
- The Fellowship Match Committee is charged with monitoring and assuring compliance with the Match process..The Fellowship Match Committee will monitor communications between fellowship programs and residency programs to ensure the communication is only related to due diligence and not to undermine the integrity of the match process.
- **Thank you letters from applicants to program are discouraged.** Programs are prohibited from sending thank you letters to applicants.
- **The Fellowship Match Committee strongly suggests each program read aloud the terms of Appendix A to all applicants prior to conducting interviews.**

- The Program shall not withdraw any Fellowship positions from the Match at any time prior to “Match Day,” nor offer any Applicant, irrespective of whether or not the Applicant has signed a Participation Agreement, any position as a Fellow prior to Match Day, except as provided in Section 3.2(b) hereof.
- The Program shall not interview any Applicant for a Fellowship position prior to executing its Participation Agreement with the Society corresponding to the year the Fellowship is being offered by the Program. Additionally, Programs agree to only interview Applicants between January 1, 2010 and March 26, 2010.

PROGRAM NAME _____ ACGME ID NUMBER _____

PROGRAM DIRECTOR’S SIGNATURE _____ Date: _____

PRINT DIRECTOR’S NAME _____

NUMBER OF: 1) ACCREDITED SPORTS MEDICINE OR ARTHROSCOPY FELLOW POSITIONS _____
 2) NON-ACCREDITED SPORTS MEDICINE OR ARTHROSCOPY POSITIONS _____ 2) INTERNATIONAL
 FELLOWSHIP POSITIONS _____ and 3) RESEARCH FELLOW POSITIONS _____