

**American Association of Hip and Knee Surgeons (AAHKS)  
The Hip Society (HS), The Knee Society (KS)  
Musculoskeletal Tumor Society (MSTS)**

**Adult Reconstructive Hip and Knee Fellowship Match Program  
Musculoskeletal Oncology Fellowship Match Program**

**AGREEMENT**

This agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the American Association of Hip and Knee Surgeons (AAHKS), an Illinois not-for-profit corporation with its principal place of business at 9400 West Higgins Road – Suite 230, Rosemont, Illinois 60018-4976, The Hip Society (HS), an Illinois not-for-profit corporation with its principal place of business at 9400 West Higgins Road – Suite 500, Rosemont, Illinois 60018, The Knee Society (KS), an Illinois not-for-profit corporation with its principal place of business at 9400 West Higgins Road – Suite 500, Rosemont, Illinois 60018, the Musculoskeletal Tumor Society (MSTS), a Minnesota not-for-profit corporation with its principal place of business at P.O. Box 320062, Alexandria, VA 22320 (collectively “the Organizations”) and \_\_\_\_\_, M.D. (the “Program Director”), the Program Director of the Orthopaedic Hip/Knee/Musculoskeletal Tumor Surgery Program at \_\_\_\_\_ (the “Program”).

**RECITALS**

**WHEREAS**, the Organizations work 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 Hip and Knee Surgery or Musculoskeletal Tumor Surgery (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 Organizations 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:

1.1 “Applicant” shall mean a person seeking to obtain a position as a Fellow.

1.2 “Fellow” shall mean a physician who participates for 12 months training in a Clinical Fellowship Training Program for Hip and Knee Arthroplasty or for Musculoskeletal Oncology participating in the AAHKS, HS, KS and MSTS Fellowship Match Program.

1.3 “Fellowship” shall mean a Clinical Fellowship Training Program for Hip and Knee Arthroplasty or for Musculoskeletal Oncology with a minimum Fellowship length of twelve (12) months.

1.4 “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.

1.5 “Research Fellowship” shall mean a Hip and Knee Surgery or Musculoskeletal Tumor Surgery fellowship position focused primarily on performing research. Research fellowships will not be included in the match unless they included a clinical component meeting the definition in section 1.3.

1.6 “Participating Program” shall mean a hip, knee, and musculoskeletal fellowship program that is qualified as outlined in Section 1.3 and completed the hip/knee/fellowship match contract by **July 2, 2018**.

## **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”).

**3. Program Obligations.** As consideration for the Organizations’ 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 15<sup>th</sup> of August 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 15<sup>th</sup> of August 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. There shall be no communication between the Program and the Applicants after the interview until the Match is made.

3.5 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.

3.6 The Program shall not interview any Applicant for a Fellowship position prior to executing its Participation Agreement and agrees to interview candidates on dates consistent with the Hip/Knee/Musculoskeletal Fellowship Match Program’s Agreement during the year the Fellowship is being offered.

3.7 The Program shall pay the Organizations an administrative fee of \$500.00 due along with the signed copy of this agreement, to cover administrative costs of coordinating the match prior to or on **July 2, 2018**. Programs which wish to join the Match after this deadline shall be subject to an additional fee of \$250.00.

3.8 The Program shall use a standard application provided by the Organizations but may request additional information from the Applicants not covered by the application.

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

4.1 The Organizations shall have a Fellowship Match Committee, whose membership shall total five (5), including at least one (1) representative (and one [1] alternate) each from the AAHKS, the HS, the KS, and the MSTs, and a Chair. The Fellowship Match Committee shall be responsible for implementing the provisions of this Program Agreement and for supervising and overseeing commitments agreed to under this Participation Agreement or if programs otherwise breached this Program Agreement or its Participation Agreement.

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

4.3 The Organizations shall publicize the names, applicant contact information, and/or additional selected program information for all Participating Program Fellowships by such means as the Organizations' website, advertisements or articles by the Organizations in orthopaedic journals, and/or information released by the Organizations to other orthopaedic organizations, orthopaedic residents, orthopaedic residency program directors, and/or other faculty involved in resident education. The Organizations 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 Organizations.

4.4 The Organizations may provide the following incentives to Fellows:

(a) The Organizations may provide Fellows who have completed a Fellowship in the Match with a Certificate of Completion and list these Fellows on the Organizations' website.

4.5 The Organizations 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 Organizations 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 Organizations' annual meetings, as Symposium faculty, as Educational Course faculty, for membership on or Chair of the Organizations' Committees and/or for service on the Organizations' Boards 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 Organizations' Fellowship Match Committee (a "Defaulting Program"), the Defaulting Program agrees the Fellowship Match Committee may impose the following restrictions upon its future participation in the SFM's Specialty Matching Service for qualifying Fellowships:

5.1 A Defaulting Program may be ineligible to participate as a Participating Program in the match for two (2) years following the term of its breach.

5.2 A Defaulting 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.

5.3 A Defaulting Program disagreeing 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 Organizations' Boards of Directors. Reversal or modification of a determination of the Fellowship Match Committee may be made by the Boards of Directors upon a majority vote of three (3) of the four (4) organizations.

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

**6. Incentives.** The Program Director agrees and understands that Programs that participate in the match, and do not Default under Article V hereof, may receive the following incentives from the Organizations:

6.1 Priority for research grants from the Organizations, for both the Program director and associated Fellowship faculty.

6.2 Priority for participation in Scientific Paper presentations at the Organizations' Specialty Day and Annual Meetings, for both the Program director and associated Fellowship faculty.

6.3 Priority for participation as Symposium speaker or session moderator at the Organizations' Specialty Day and Annual Meetings, for both the Program director and associated Fellowship faculty.

6.4 Priority for the Program Director for participation as Organizations' Education Course Faculty while the program is a non-defaulting, participating program.

6.5 Priority for the Program Director for participation as an Organizations' Committee Chair or Committee Member.

6.6 Priority consideration for service on the Organizations' committees and boards.

The incentives listed in this Article 6 shall be in effect as long as the Program participates in the Match, without defaulting. It is anticipated that enough programs will participate that the above opportunities may go entirely to participating programs receiving a priority.

**7. Penalties.** Participating programs, their faculty, and participating fellows agree and understand that failure to comply or default under Article V as determined by a majority of the Fellowship Match Committee may have any or all of the following penalties imposed for a period time not to exceed two (2) years.

7.1 Ineligibility to present scientific papers or posters at sponsoring organization meetings (Hip Society, Knee Society, American Association of Hip and Knee Surgeons, Musculoskeletal Tumor Society)

7.2 Ineligibility to participate as a sponsoring organization meeting symposia panel member or symposium moderator

7.3 Ineligibility for sponsoring organization committee and/or board membership

7.4 Ineligibility for sponsoring organizations research or educational grants

**8. 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.

**9. Term.** This Program Agreement shall be effective as of July 2, 2018 and shall continue in full force and effect until June 30, 2019. The agreement shall automatically renew annually, unless termination notice is given by the Program or by the Organizations thirty (30) days prior to expiration.

**10. Termination.** The Organizations 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.

**11. 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 Organizations:

American Association of Hip and Knee Surgeons  
9400 West Higgins Road – Suite 230  
Rosemont, IL 60018-4976

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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

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

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

**American Association of Hip and Knee Surgeons**

By: \_\_\_\_\_  
Michael J. Zarski, JD  
Executive Director for the Organizations

\_\_\_\_\_  
*(Adult Reconstructive Hip and Knee or Musculoskeletal Oncology Surgery Fellowship Program Name)*

By: \_\_\_\_\_  
Its: Fellowship Program Director