Terms and Conditions for the Electronic Residency Application Service: Dean's Office Workstation

You, a Designated Dean's Office (DDO) user of the Dean's Office Workstation (DWS) of the Electronic Residency Application Service* (ERAS*), a service provided by the Association of American Medical Colleges (AAMC), agree to the following terms and conditions regarding your access and use of DWS.

These terms and conditions incorporate by reference the <u>AAMC Website Terms and Conditions</u>, the <u>AAMC Privacy Statement</u> and the <u>AAMC Policies Regarding the Collection</u>, <u>Use and Dissemination of Resident, Intern, Fellow, and Residency, Internship, and Fellowship Application Data</u> (together, the "AAMC Privacy Policies"), and the DWS User Guide.

The AAMC shall provide the ERAS services in a professional manner. Other than the foregoing, the AAMC provides ERAS "AS IS" and "AS AVAILABLE" without warranty of any kind whether express or implied, including without limitation, warranties of merchantability, fitness for a particular purpose and warranties arising from course of dealing or course of performance or as to completeness or accuracy of any information or data provided under the agreement. The AAMC does not warrant that the service will be secure, timely, error free, or uninterrupted. The AAMC is not responsible for the content, completeness, or veracity of data entered into ERAS, and you release the AAMC from any and all liability for inaccurate or incomplete information.

It is the policy of ERAS to investigate discrepancies in the ERAS application as well as other materials submitted by or on behalf of an applicant; attempts to subvert the application process; and any irregularities that may occur in connection with application activities. Any such investigation will be conducted in accordance with the ERAS investigation policy (attached policy).

If you violate this Agreement or otherwise engage in conduct that the AAMC determines, in its sole discretion, impacts the integrity of the residency and fellowship program application and selection process, the AAMC may suspend or terminate your AAMC Account, including your access and use of the ERAS service.

Your Roles and Responsibilities

You understand and agree that:

- You will ensure applicants are eligible for participation in the current or future ERAS seasons and, if applicable to your role, distribute tokens for applicants to access the MyERAS system.
 Tokens should be distributed by an applicant's most recently attended medical school;
- You will revoke access to MyERAS, or inform the DWS user with access to do so at your
 institution, should an applicant become ineligible to apply for residency during a given ERAS
 season in accordance with your institutional policies;
- For applicants participating in the National Resident Matching Program® (NRMP®) Main Match and Supplemental Offer and Acceptance Program® (SOAP®), as well as other activities to fill positions after The Match™, Urology Secondary Match, or any other uniform offer dates at ERAS participating program, it is essential that you submit all ERAS application materials and supporting documents through DWS including:
 - Medical School Transcript (MST)
 - Medical Student Performance Evaluation (MSPE)
- You, if applicable to your role, will upload the following documents through DWS for each eligible applicant for which you are the DDO:

- Medical School Transcript (MS Transcript)
 - By registering into MyERAS, applicants authorize their DDO to upload their MS
 Transcript. It is sent to all programs applied to.
- Medical Student Performance Evaluation (MSPE)
 - By registering into MyERAS, applicants authorize their DDO to upload their MSPE. It is sent to all programs applied to.

To assist in its decision-making, a program may request materials in addition to those outlined above. However, any additional materials must be sent outside of ERAS.

- You are responsible for maintaining the confidentiality of your account information and
 password and are responsible for any use of the account attributable to your failure to maintain
 the confidentiality of your account information. If you become aware of any unauthorized use of
 your ERAS account, you must notify <u>ERAS Support</u> immediately; and
- You will alert us through the <u>ERAS Support Contact Form</u> of suspected fraudulent application activity and/or institutional (medical school or hospital) violation of ERAS policies as outlined in these terms and conditions.

If you are the official responsible for overseeing ERAS processing (or designee), you agree to:

- Oversee system access for medical school staff to ensure that only appropriate relevant data are entered into the system and that reasonable measures are taken to ensure that applicant privacy is protected;
- As necessary, update ERAS to reflect any changes in medical school staffing that would impact access to ERAS;
- Oversee the development of guidelines to receive and process application materials to adhere to the ERAS timeline;
- Ensure medical school administration staff supporting students in the application process are not uploading LoRs on behalf of LoR Authors;
- Ensure that medical school staff receives training on the appropriate use of DWS;
- Alert <u>ERAS Support</u> of any breach of security at their institution that might compromise security of ERAS and ERAS application data within one week of its occurrence; and
- Notify <u>ERAS Support</u> promptly of any known or suspected unauthorized disclosure of applicant personal information of which you become aware.

ERAS Data Use and Security

You may use the application data, documents, and materials submitted by, in support of, or about an applicant through the ERAS service ("ERAS Data") solely for the purpose of facilitating processes related to selection for a residency, internship, or fellowship position(s) for medical students. Permitted processes include internal operations, program evaluation, and process improvement regarding the selection progress; provided that any applicant feedback requests are made after The Match™ or other selection event has occurred. Permitted processes do not include marketing, research, or transfer of ERAS Data to other departments not involved in the selection process. Any other use or disclosure of ERAS Data is unauthorized, without express prior written permission of AAMC. For these terms, ERAS Data also includes any non-public information about a residency program or its personnel that is made available through the ERAS service.

You understand and agree that:

- You will share ERAS Data within your organization on a "need to know" basis only. If you share ERAS Data with third party service provider, you will ensure that appropriate confidentiality and use limitations as good as or better than those in these terms and conditions are in effect;
- Your use of ERAS Data must be consistent with the <u>AAMC Policies Regarding the Collection, Use, and Dissemination of Resident, Intern, Fellow, and Residency, Internship, and Fellowship Application Data;</u>
- You will use reasonable efforts to secure ERAS Data and to prevent unauthorized viewing or usage.
- You must enable two-factor authentication (2FA) on the AAMC account you use to access DWS. For more information: Two-Factor Authentication (2FA) FAQ.
- ERAS standard documents are retained by the AAMC for seven years from the close of the application season.
- Staff supporting students in the residency application process should not be a designee of a LoR Author to upload letters in LoRP.

ERAS Processing and Policies

- The AAMC may revoke an applicant's access to ERAS for outstanding payments, even from a
 prior application cycle, or contact the appropriate DDO to prohibit access to ERAS until any
 outstanding payment is paid in full.
- LoRs are the property of the individual who signed the letter ("LoR Author"), not the applicant, and the LoR Author has the right, at any time, to edit, revoke, or rescind their LoR regardless of whether the LoR Author personally uploaded the letter or selected a designee to upload the letter on their behalf for either the current or any previous seasons. Once an applicant has submitted the applicant's application to a program, the applicant's selection(s) of which LoR(s) to send to that program are locked. The applicant may not change (i.e., remove) a LoR selection once it has been locked, even if the LoR author has edited, revoked, or rescinded their LoR.

Acknowledgement and Acceptance of Terms of Service

By registering for this service and selecting "I Agree", you are indicating your agreement to be bound by all of the terms and conditions pertaining to your role, as expressed herein.