

National Admission Test for Law (LNAT)

Agreement

General principles

1. This agreement, which is not intended to create legal relations, expresses the commitment of its signatory Law Schools (with the consent where appropriate of their central University or College authorities) to participate jointly in establishing, overseeing, supporting, and using a new National Admissions Test for Law (LNAT).
2. The purpose of the LNAT is to provide a useful measure of potential to thrive without further ado as an undergraduate student on a demanding academic law degree programme. The test aims to complement rather than to duplicate measures of existing educational achievement such as GCSEs and A-levels. The test will be of intellectual talents and skills. There will be no testing of the candidate's understanding of particular subjects nor of his or her knowledge, general or particular.
3. Subject to provisions 16, 17, and 18 below, the signatory Law Schools commit themselves not to consider any applicant for any undergraduate law programme (except a joint programme with another school or department in the same institution) unless that applicant has attempted all components of the LNAT at its most recent annual administration. Signatory Law Schools without full executive authority over undergraduate admissions commit to using their best endeavours to ensure that the commitments in this agreement are honoured by those with executive authority.
4. The signatory Law Schools will work as a consortium (the legal form of which remains to be determined) and as equal members of that consortium will retain shared executive control of the LNAT and copyright in LNAT test papers.
5. If Law Schools not for the time being signatories to this agreement wish to make use of the LNAT test, they will do so as customers of the consortium, at the discretion of the consortium, on terms set by the consortium and on payment of charges set by the consortium. In this agreement such users of the LNAT are known as 'customer Law Schools'.
6. The LNAT is designed to serve as part but only part of the admissions process. Each signatory or customer Law School will retain full discretion to determine the weight to be given, in making that Law School's admissions decisions, to the LNAT results as a whole and to the results of any component part of the LNAT. In particular it will be open to a signatory or customer Law School, at its discretion, to attach different weight to LNAT results for different classes of candidates.
7. The executive committee will supervise the LNAT and its administration with a view to ensuring that its impact on the widening of participation in university education is as positive as possible, consistent with the objectives and constraints mentioned in provision 2 above. To assist with this supervision the executive committee will arrange to receive and review what it regards as relevant statistical information annually. Signatory Law Schools agree to use their best endeavours to provide such information, so far as the law allows, in a form and by a date specified annually by the executive committee. The same obligation will be imposed upon customer Law Schools.

Management and operational arrangements

8. The consortium will supervise the LNAT and its administration through an executive committee made up of a single representative from each signatory Law School. The chair of the executive

committee will rotate from year to year among the signatory Law Schools in an order to be determined by the executive committee. The signatory Law School supplying the chairperson in any year will also, in that year, provide one of its administrators to act as secretary to the committee and to communicate its deliberations and decisions to interested parties where required.

9. Chairperson, executive committee members, and secretary will be entitled to use the facilities of their own Law School without charge on consortium business and to have their personal expenses on consortium business reimbursed by their own Law School. The costs associated with meeting this commitment will not count among the costs of administering the LNAT for the purpose of calculating charges or reimbursements to signatory Law Schools that may fall due under provisions 27-32 below or for the purpose of triggering lapse of this agreement under provision 36 below.

10. The executive committee of the consortium will meet no less than once a year and will make decisions on behalf of the consortium by a simple majority of those present and voting (with a casting vote residing in the chair). Alterations to the terms of this agreement will require the support of at least two thirds of those present and voting (with a casting vote residing in the chair).

11. The day-to-day management and operation of the LNAT will be contracted out by the consortium to an experienced and reputable examination board or similar body ('the operator'). The operator will have the following principal functions:

- the refinement and revision of the test format under the supervision of the executive committee;
- the drafting and redrafting of question papers (including practice question papers) for approval by the executive committee;
- the timely and assiduous communication to candidates, through their schools and otherwise, of the existence of the test and the requirement to sit it;
- the arranging, instructing and supervising of an adequate number and geographical spread of test centres under the supervision of the executive committee;
- the secure duplication and distribution of question papers;
- the collection and accounting of any examination entry fees specified by the executive committee;
- the collection, transport, and collation of candidates' scripts;
- the marking of the multiple choice components of candidates' scripts;
- the communication of results of such marking to signatory and customer Law Schools;
- the passing of copies of free text components of the test scripts, unmarked, to signatory and customer Law Schools;
- the maintenance, under the supervision of the executive committee, of a dedicated LNAT website;
- the web-posting and other distribution of practice question papers and other documentation as requested by the executive committee;
- the provision to the executive committee of statistical information relevant to the monitoring of the effects of the LNAT under provision 7 above, and the obtaining of consents necessary to enable the compilation of such information.

The operator will hold a contract to operate the test, on condition of adequate performance, for a renewable period of at most five years. The executive committee will keep under review the question of whether to invite a new set of tenders at the end of five years, or upon earlier termination of the operator's contract.

12. Not more than six months before each annual administration of the LNAT the executive committee will supply to the operator, and to all signatory and customer Law Schools, a notice in the form indicated by the appendix to this agreement, specifying for the purposes of that year's LNAT

- the date on which the LNAT will be administered;
- the examination entry charge (if any) payable by each candidate under provision 30 below;

- the names of all signatory and customer Law Schools;
- the classes of applicants to be exempted from the test under provision 16 below (if any).
- the format of the test;
- the marks to be attached to each multiple choice component and the formula for aggregating these marks into an overall multiple choice score;

The operator will promptly publish the information in this notice on the web, and by other methods agreed from time to time between the consortium and the operator. The operator will accompany it with instructions for finding a suitable test centre.

13. The executive committee will ensure that, not more than six months before each annual administration of the LNAT, at least one practice question paper in the same format is available on the LNAT website, and also available by other methods agreed from time to time between the consortium and the operator, bearing in mind provision 7 above.

The testing arrangements

14. The LNAT will be sat by candidates in local schools (or other suitable premises) enlisted as test centres by the operator, on terms agreed between the operator and the test centre. The operator will be charged with ensuring an adequate number and geographical spread of test centres open to applicants of all types, bearing in mind provision 7 above. The operator's proposed list of test centres will be subject to approval by the executive committee. Candidates will also have the option of sitting the test at any current signatory or customer Law School by arrangement made with the operator at least four weeks in advance. For this facility no signatory or customer Law School will make an additional charge to the candidate, to the consortium, or to the operator.

15. The executive committee will from time to time issue instructions to the operator with a view to accommodating, so far as reasonably compatible with provision 2 above, the special needs of candidates with disabilities, including those diagnosed as dyslexic.

16. The executive committee may from time to time rule that applicants belonging to some class (the class being identifiable with adequate certainty) are to be exempted from sitting the LNAT in a particular year. No signatory or customer Law School will countermand that ruling by requiring candidates in that class to sit the test in that year.

17. The executive committee will from time to time make provision for candidates who, for good cause, do not sit the LNAT at its annual administration. Such provision may include exemption from testing, or the administration of an alternative test. Notwithstanding such provision, a signatory or customer Law School retains its discretion to consider an individual candidate for admission outside the terms of this agreement if, in that Law School's opinion, requiring the candidate to submit to a test under this agreement would be inappropriate in all the circumstances. Signatory and customer Law Schools may not use this discretion to exempt a whole class of applicants.

18. Admissions through the UCAS clearing scheme are not covered by this agreement.

19. The LNAT will be an unseen examination lasting not less than 1.5 hours and not more than 2.5 hours. It will be administered under strict examination conditions with precise time-keeping. Each component will have a time limit: candidates will not be permitted extra time on one component at the expense of another.

20. The front of each answer book or answer pack will show the list of signatory and customer Law Schools and will give candidates the opportunity to indicate which of these Law Schools they have

applied to or are considering applying to ('selected Law Schools'). Arrangements will be put in place for candidates to notify the operator later if they wish to add to or subtract from this list.

21. Every year the LNAT will include at least one multiple choice component and at least one free text component.

Marking and results

22. The multiple choice component(s) will be marked by the LNAT operator. Each year the LNAT operator will forward to each signatory or customer Law School, before a date specified annually by the executive committee, an extract of the results of the marking of the multiple choice component. This extract will list, for each Law School, the results of all candidates who identified that Law School among their selected Law Schools. The results sent to each Law School will include an overall mark for each candidate, a breakdown of marks by test component, and an ordinal ranking of candidates revealing the place of each among all candidates sitting the test that year (including those who did not list that Law School among their selected Law Schools).

23. The free text component(s) will be left unmarked by the operator. Before a date specified annually by the executive committee, copies of the free text script(s) for each candidate will be passed to that candidate's selected Law Schools. Each signatory or customer Law School will make such use of these scripts as their own policies may require. No mark will be attached to any free text component other than by, and for the internal use of, an individual signatory or customer Law School.

24. LNAT results will not be published and will remain confidential to the LNAT operator and the selected Law School(s). Candidates will, however, be entitled to receive their own mark(s) for the multiple choice component(s) of the LNAT under arrangements to be agreed. A signatory or customer Law School may also disclose mark(s) for the multiple choice component(s) to the candidate or to the candidate's school (if any) at its own discretion. A signatory or customer Law School will be permitted to make qualitative comments to any candidate who applied to that Law School on his or her performance in the free text component, but without attaching any mark to it (unless otherwise required by authority of law). A candidate will be entered for the LNAT only on these conditions, to which his or her signature must be attached.

25. Except as otherwise required by authority of law, no marks or comments relating to the LNAT under provision 24 above will be supplied to any candidates before the annual deadline, under the UCAS scheme, for offers of places (other than clearing offers) to be made.

26. LNAT test results will not be portable from year to year. Candidates reapplying in a second or subsequent year will be required to retake the LNAT in that year.

Financial arrangements

27. The costs of administering the LNAT, including contract payments to the LNAT operator, will be borne by signatory Law Schools in direct proportion to the numbers of their LNAT-eligible applicants in each year.

28. The executive committee may determine that a sum is to be set aside, in any year, to pay the examination entry charge on behalf of candidates who demonstrate that paying that charge themselves would be a cause of severe hardship. This sum will be included among the costs of administering the LNAT and borne by signatory Law Schools accordingly.

29. The executive committee may also determine that a sum is to be set aside in any year, to cover the costs of further research and development work connected with the LNAT or its administration. This sum will be included among the costs of administering the LNAT and borne by signatory Law Schools accordingly.

30. The costs of administering the LNAT may be defrayed by the consortium's electing to make a uniform examination entry charge to all LNAT candidates. This charge is to be agreed annually by the executive committee, not more than six months before the administration of the LNAT, taking particular account of provision 7 above.

31. The costs of administering the LNAT may also be defrayed by making charges to customer Law Schools. In the event that such charges, taken together with examination entry charges to candidates, bring the consortium into operating surplus, Law Schools remaining signatories to this agreement at that time will be entitled to pro rata reimbursement of costs borne to date (without interest). In the event that a surplus remains after such reimbursement of costs it will be open to the consortium to pay further sums to those Law Schools remaining signatories in equal shares. It will also be open to the consortium to use such a surplus to develop further projects relating to admission to Universities, including schemes to widen participation in University education.

32. Operating costs and surpluses mentioned above will be calculated annually on an accounting date to be determined.

Termination and change of membership

33. Signatory Law Schools agree to remain members of the consortium, and to honour the commitments set out here, for at least three annual administrations of the LNAT. From the fourth annual administration onwards they agree to give notice of their non-participation at least one year ahead of the first annual administration of the LNAT in which they intend not to participate. With effect from six months before that LNAT administration they will cease to be signatories to this agreement.

34. If a signatory Law School leaves the consortium under provision 33 above (and thereby ceases to be a signatory to this agreement), the consortium may (but will not be bound to) seek a replacement Law School to become a signatory to this agreement and a member of the consortium. The signatories (members of the consortium) at any one time are not to exceed ten.

35. This agreement will lapse if at any time no operator of sufficient experience and repute (as determined by the executive committee) can be identified by means of an assiduously conducted tendering exercise.

36. This agreement will also lapse, but only at the instigation of at least one of its signatories, if the lowest available contract price for an operator of sufficient experience and repute (as determined by the executive committee) is such that over the life of the contract, or in the first year of the contract, less than half of the total cost of the LNAT, after deducting charges to customer Law Schools, can reasonably be expected to be defrayed by examination entry charges to candidates.

37. This agreement will also lapse if at any time the number of signatories to it falls below five.

38. Provision will be made in the consortium's contract with the operator for that contract to lapse in the event that this agreement lapses. Any costs associated with winding up not met from consortium surpluses will be met by signatory Law Schools in direct proportion to their number of LNAT-eligible applicants in the final year of the LNAT's operation.