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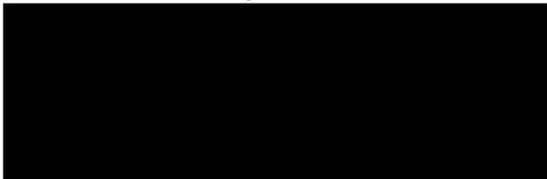
The Directors
UK CAT Consortium
CHMS
Woburn House
20 Tavistock Square
LONDON
WC1H 9HD

Dear Sirs

We hereby apply to become a member of UK CAT Consortium ("the Company") and agree that our membership shall be subject to and on the terms of:

- (a) the Memorandum and Articles of Association of the Company from time to time; and
- (b) the Principles of the Company as annexed hereto (and as amended from time to time).

Yours faithfully



Professor Sam Leinster
Dean
for and on behalf of
School of Medicine, Health Policy & Practice
University of East Anglia

Consortium of Medical and Dental Selectors

Agreement

General Principles

This agreement, which is not intended to create legal relations, expresses the commitment of its signatory Medical and Dental Schools (with the consent where appropriate of their central University or College authorities) to participate jointly in establishing, overseeing, supporting and using a new Admissions Test for Medicine and Dentistry tentatively entitled UK Clinical Aptitude Test (UKCAT).

The purpose of the UKCAT is to provide a useful measure of potential to thrive without further ado as an undergraduate student on a demanding Medical and Dental degree programme and to demonstrate the potential to become a good and effective clinical in the future. The test aims to complement rather than duplicate measures of existing educational achievement such as GCSEs and A-levels.

Subject to provisions 16, 17 and 18 below, the signatory Medical and Dental Schools, or courses which are part thereof, commit themselves not to consider any applicant for any undergraduate Medical and Dental programme unless that applicant has attempted the UKCAT at its most recent annual administration. Signatory Medical and Dental 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.

The signatory Medical and Dental Schools will work as a consortium (a Company limited by guarantee) and as equal members of that consortium will retain shared executive control of the UKCAT and copyright in UKCAT test papers.

If Medical and Dental Schools not for the time being signatories to this agreement wish to make use of the UKCAT, they will enter the Consortium at the discretion of its fonder members, on terms set by the consortium and on payment of charges set by the consortium.

The UKCAT is designed to serve as part but only part of the admission process. Each signatory medical and Dental School will retain full discretion to determine the weight to be given to the UKCAT results in making Medical and Dental School's admissions decisions. In particular it will be open to a signatory Medical or dental Schools at their discretion, to attach different weight to UKCAT results.

The executive committee will supervise the UKCAT 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 and will feedback the analysis to all Consortium members. Signatory Medical and Dental Schools will 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.

Management and Operational Arrangements

Each signatory Medical or Dental School will nominate an individual as a Director of the Company but there will be no more than one member from each University. The Board of Directors will meet at least once a year.

The consortium will supervise the UKCAT and its administration through an executive committee elected from amongst the Board of Directors and also including the Chair of CHMS (the committee of Heads of Medical Schools), the Chair of the CHMS Admissions sub-committee, a member of the CHDDS and the CHMS Executive Director. The members of the Executive are listed in Schedule 1. Members will have a term of 3 years, renewable once. Arrangements will be made to stagger terms. Members of the Executive Committee who are unable to attend a committee meeting may, after notifying the Chairman or Secretary, nominate an alternate, drawn from the Directors who are not Executive Committee members, to take their place for that meeting.

Chairperson, executive committee members, and secretary will be entitled to use the facilities of their own Medical and Dental School without charge on consortium business and to have their personal expenses on consortium business reimbursed by their own Medical and Dental School. The costs associated with meeting this commitment will not count among the costs of administering the UKCAT for the purpose of calculating charges or reimbursements to signatory Medical and Dental Schools that may fall due under provisions 24-30 below or for the purpose of triggering lapse of this agreement under provision 33 below.

The executive committee of the consortium will meet no less than twice a year. At least nine members or alternates must be present for the meeting to be quorate. Decisions will be made 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).

The day-to-day management and operation of the UKCAT 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 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 candidates' scripts;

- The communication of results of such marking to signatory Medical and Dental Schools;
- The maintenance, under the supervision of the executive committee, of a dedicated UKCAT website and helpline;
- The web-posting and other distribution of sample questions 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 UKCAT under provision 7 above, and the obtaining of consents necessary to enable the compilation of such information.
- Cooperation with Consortium members in a research project to analyse test outcomes and compare them with future performance and to amend the test as necessary in the light of the findings.

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 view 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.

Not more than six months before each annual administration of the UKCAT the executive committee will supply to the operator and to all signatory Medical and Dental Schools a notice in the form indicate by the appendix to this agreement, specifying for the purposes of that year's UKCAT:

- The date on which the UKCAT will be administered if it is on a single date;
- The examination entry charge (of any) payable by each candidate under provision 30 below;
- The names of all signatory Medical and Dental Schools;
- The classes of applicants to be exempted from the test under provision 17 below (if any).
- The format of the test;
- The marks to be attached to each component and the formula for aggregating these marks into an overall multiple clinical 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.

The executive committee will ensure that, not more than six months before each annual administration of the UKCAT, at least one sample question is available on the UKCAT website and also available by other methods agreed from time to time between the consortium and the operator, bearing in mind provision 7 above with an indication of the time which should be required to complete the question.

The Testing Arrangements

The UKCAT will be taken by candidates on screen or 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 geographic 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.

Founder University members of the Consortium undertake to contribute £3000 each on signature of this agreement in order to facilitate the smooth running of the administrative arrangements and to protect the Consortium should the number of candidates fall below the volume required to meet the financial commitment to the test provider.

The costs of administering the UKCAT, including contract payments to the UKCAT operator will be borne by signatory Medical and Dental Schools.

The executive committee may determine that a sum, no greater than 310,000, and taken from the Research Fund created from any previous year's surpluses may 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 cause of severe hardship. This sum will be included among the costs of administering the UKCAT and borne by signatory Medical and Dental Schools accordingly.

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

The costs of administering the UKCAT will be defrayed by the consortium making a uniform examination entry charge to all UKCAT candidates. This charge is to be agreed annually by the executive committee, not more than six months before the administration of the UKCAT, taking particular account of provision 7 above.

In the event that examination entry charges to candidates, bring the consortium into operating surplus, the consortium will use such a surplus to develop further projects relating to admission to Universities, including schemes to widen participation in University education.

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

Termination and Change of Membership

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

The agreement will lapse if at any time no operator of sufficient experience and repute (as determined by the executive committee) is such that over the life of the contract surpluses would not be generated to cover the total costs of administrative support and of the intended research programme, or in the first year of the contract, less than three quarters of the total cost of the UKCAT could not reasonably be expected to be defrayed by examination entry charges to candidates.

This agreement will also lapse if at any time the number of signatories to is falls below ten.

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 Medical and Dental Schools.

We, the persons whose names are written below, have the authority to agree to the University/School named agreeing to become part of the Consortium for the purposes detailed in this document.

Name:

University/School:

Position:

Signed in the presence of (name):

University/School:

Position:

Schedule 1

The executive committee agreed at the meeting on 8 December 2006 is:

Chair Prof Ian Johnson, Nottingham

Dr Sandra Nicholson, QMUL

Dr Jane Adam, HYMS

Martyn Annis, KCL

Dr Paul Dennis, Oxford

Professor Mary Ann Lumsden, Glasgow

Dr Chris Stevens, Southampton

Chair of CHMS, currently Professor John Tooke

Chair of CHMS Admissions Committee, currently Professor Tony Weetman, Sheffield

A member of the CHDDS, currently Malcolm Jones, Cardiff

CHMS Executive Director, currently Dr Katie Petty-Saphon

Nigel Siesage, Leicester