DRAFT MOTION 20220329_6-L:
I move to approve the Memorandum of Understanding between the University of South Dakota and Northern State University, as presented.
USD Knudson School of Law/NSU Honors Law Opportunity Program

Memorandum of Understanding

I. Parties
The parties to this agreement are the University of South Dakota Knudson School of Law (USD) and Northern State University (NSU).

II. Purpose
The Purposes of this Agreement are to:
   A. Agree to the conditions under which USD Knudson School of Law will grant preferred admission to students from the NSU Law Honors Opportunity Program.
   B. Cooperate to increase the number of NSU graduates continuing in their studies at USD Knudson School of Law.
   C. Provide greater opportunity to retain NSU students in education programs in the State of South Dakota, with particular focus on training future lawyers for practice within South Dakota.

III. Understanding Between the Parties
   A. NSU agrees to:
      a. Identify and recommend up to five students per year in the NSU Honors Program to receive preferred admission to USD Knudson School of Law through the Honors Law Opportunity Program. USD will grant those students admission upon:
         i. Being a full-time student admitted to the NSU Honors Program and within 80 credits of graduation from NSU at the time of application;
         ii. Having an ACT score (or SAT equivalent) not less than the 80th percentile;
         iii. Graduating in honoribus within five years of initial admission to NSU with a cumulative GPA not less than 3.5;
         iv. Receiving a grade of A or B on a final Honors thesis or project, including defense of a final thesis;
         v. Completing an application to USD Knudson School of Law; and
         vi. Completing the LSAT for statistical purposes prior to graduation.
      b. Select and transmit the names of students selected for acceptance to USD Knudson School of Law.
   B. USD agrees to:
      a. Grant admission of up to five students per year under this agreement who meet the eligibility requirements above, subject to any character and fitness issue which precludes their admission.
      b. Waive the USD application fee for the students admitted under this agreement.
      c. Use the LSAT score for students admitted under this agreement for statistical purposes only.
      d. Provide a one-year scholarship of $2500 to students admitted under this agreement who obtain an LSAT score not less than 150.
      e. Provide information regarding law school to interested students.
   C. The parties mutually agree to:
      a. Regularly engage in dialogue concerning advancing the interests of this partnership.
b. Promote and acknowledge this partnership to students.

c. Make adjustments mutually agreeable to the parties to better carry out the purposes of this endeavor.

VII. Amendment and Termination

This Memorandum of Understanding shall continue until the end of the 2023-2024 Academic Year, unless otherwise terminated prior to that date, or amended by mutual agreement of the parties. Either party may terminate this Memorandum of Understanding at any time without cause. Renewal of this Memorandum of Understanding is expected to be confirmed during the 2023-24 academic year.

VIII. No Separate Liability or Third Party Beneficiary.

This MOU is not intended to form the basis of a cause of action at law or equity by any Party against any other Party for any actions or omissions of any personnel from any of the Parties. Similarly, this MOU is not intended to benefit any third party, and no provision of this MOU shall form the basis of any cause of action at law or equity by any third party. Any such liability or responsibility is expressly denied by the Parties.

IX. Approval and Authorization.

Each Party warrants and represents by the execution of this MOU that it has been approved by its legal counsel as to form and legality, and that the execution, delivery and performance of this MOU by such party has been duly authorized.

IN WITNESS WHEREOF, the undersigned hereto have executed this MOU this 25th day of January, 2021.

[Signatures]

Dr. Timothy M. Downs
President, Northern State University

Neil Fulton
Dean, University of South Dakota Knudson School of Law