

ACTION: **First and Final Round Approval of Board Policy 3730;
Athletics; Name, Image and Likeness Activities**

Board Policy 3730 is a new policy intended to provide direction regarding current or prospective student athletes' use of name, image, and likeness rights or athletic reputation for commercial or promotional purposes consistent with NCAA and NAIA regulations.

The policy provides guidance regarding the scope of student athlete NIL contracts, the permissible involvement of Boosters and/or employees; the use of the Colleges' brands, logos, and facilities, and the impact of NIL compensation on financial aid.

The System Office recommends approval of the Board Policy 3730; Athletics; Name, Image and Likeness Activities.

ATTACHMENTS:

- Board Policy 3730 (PDF)

NEBRASKA STATE COLLEGES

Student Affairs

POLICY: Athletics; Name, Image and Likeness Activities

NUMBER: 3730

A. PURPOSE

To provide guidance regarding current or prospective student athletes' use of name, image, and likeness rights or athletic reputation (NIL) for commercial or promotional purposes.

B. POLICY

1. Student Athlete Contracts

Student athletes participating in intercollegiate sports on behalf of the College are permitted to earn compensation for the use of their name, image, likeness, or athletic reputation subject to the limitations set forth in this policy. Nothing herein shall limit the College's right to use a student athlete's name, image, and likeness or athletic reputation in connection with the promotion of its athletics programming.

- 1.1. Compensation earned under student athlete contracts for NIL activity must be for fair market value and for actual work or services performed.
- 1.2. Student athletes shall not enter into a contract with a sponsor in which compensation is contingent on enrollment at a particular College or athletic participation or performance.
- 1.3. Student athletes shall not enter into a contract for NIL activity with vendors engaged in gambling or sports wagering, associated with athletic performance enhancing drugs, or associated with alcohol or illegal drugs.
- 1.4. Boosters may only compensate a student athlete or arrange compensation for a student athlete for NIL activity if done so on behalf of a business entity if the Booster is an owner, an employee, or has a similar direct relationship with the entity. Boosters shall not provide professional representation to student athletes.
- 1.5. Student Athletes shall not enter into a contract with a sponsor that provides compensation to the Student Athlete for NIL Activity if the contract requires the Student Athlete to display the sponsor's apparel or to otherwise advertise for the sponsor during official team and compliance with the contract would conflict with a team contract.

If the College asserts a conflict between a Student Athlete's contract and a Team Contract, the College must provide a copy of the Team Contract to the Student Athlete and their professional representation. The Student Athlete and their professional representation are prohibited from disclosing the terms of the Team Contract.

- 1.6. College and NSCS employees are prohibited from compensating, arranging compensation or negotiating on behalf of a Student Athlete for the use of the Student Athlete's name, image, and likeness rights or athletic reputation.
- 1.7. Any student athlete who enters into a contract that provides compensation for the use of the student athlete's name, image or likeness rights or athletic reputation shall disclose such contract to the Athletic Director of the College in writing within five (5) working days of signing the contract by providing a copy of the applicable contract or completing.

Unless otherwise required by law, the College shall not disclose any terms of a student athlete's contract for NIL activities that the student athlete or the student athlete's professional representation deems to be a trade secret or otherwise nondisclosable.

2. Use of College Brand and Facilities

- 2.1. A Student Athlete engaged in NIL activity shall not use or display the College's name, brand, logo, trademark without prior written approval from the College. Such use includes but is not limited to wearing College apparel, whether purchased personally or provided by the College, wearing athletic uniforms, displaying mascots, banners, or posters. The College may refuse to provide approval if such use would conflict with an existing Team or College agreement or otherwise be deemed by the College to potentially negatively impact the College's brand or reputation.

If brand use is granted, then the student athlete and sponsor must comply with the College's brand standards and/or guidelines.

- 2.2. A student athlete engaged in NIL activity shall not use video or photographic images of official team activities without prior written approval from the College.
- 2.3. The use of College facilities for NIL activities shall require written approval in advance in compliance with the College's facility use policies and procedures and include any applicable agreements, waiver of liability forms, insurance, and rental fees.

3. Other Considerations

- 3.1. Pell Grant or other need-based financial aid could be impacted by compensation received from NIL activity. Student athletes should contact the College Financial Aid Office with questions about financial aid implications.
- 3.2. International student athletes should not enter into any contracts for NIL activity without guidance from the College's office responsible for international programs regarding any potential immigration issues.

C. DEFINITIONS

1. **NIL Activity:** Any activity that involves the use of a student athlete's name, image or likeness rights or athletic reputation for commercial or promotional purposes.

2. **Professional Representation:** An individual who provides services, guidance, advice or otherwise represents a Student Athlete with respect to the use of the Student Athlete's use of their name, image, and likeness rights or athletic reputation for commercial or promotional purposes. Such individual would include but not be limited to an athletic agent, brand management company, marketing consultant, tax advisor, financial advisor, or attorney.
3. **Sponsor:** Any individual or organization that pays money or provides goods or services in exchange for advertising rights.
4. **Student Athlete:** Prospective or current NSCS student athlete participating in or expected to participate in an intercollegiate athletics program for the College.
5. **Team Contract:** Any contract between the Board of Trustees, the College or the athletic department of the College and a sponsor.
6. **Working Day:** Monday through Friday, except for holidays and other times when the Institution's administrative offices are closed.

FORMS / APPENDICES:

NIL Optional Reporting Form

Legal Reference: Neb. Rev. Stat. 48-3601 to 48-3609 Nebraska Fair Pay to Play Act

Policy Adopted: September 2011