

Board of Trustees of the Nebraska State Colleges

Student Affairs

POLICY NAME: Athletics; Name, Image and Likeness Activities

POLICY 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. DEFINITIONS

- 1. Auxiliary Program:** A program that competes and/or performs at the collegiate level and is funded by the College for which eligibility requirements for participation by a student athlete are not governed by the National Collegiate Athletic Association (NCAA) or National Association of Intercollegiate Athletics regulation (NAIA) and oversight is provided by the Athletic Program. .
- 2. College Club Sport:** A sport played at the collegiate level and funded by the College for which eligibility requirements for participation by a student athlete are not governed by the NCAA or NAIA. College Club Sports do not include recognized student organization club sports established under Policy 3300 and receiving student activity fees.
- 3. Intercollegiate Sport:** A sport played at the collegiate level for which eligibility requirements for participation by a student athlete are governed by the NCAA or NAIA, whichever is applicable, in accordance with College membership.
- 4. 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.
- 5. 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.
- 6. Sponsor:** Any individual or organization that pays money or provides goods or services in exchange for advertising rights.

7. **Student Athlete:** Prospective or current NSCS student athlete participating in, or expected to, participate in an Intercollegiate Sport, college club sport or Auxiliary program for the College.
8. **Team Contract:** Any contract between the Board of Trustees, the College or the athletic department of the College and a sponsor.
9. **Working Day:** Monday through Friday, excluding holidays.

C. POLICY

1. **Student Athlete Compensation and Contracts**

Student athletes participating in Intercollegiate Sports, College Club Sports or Auxiliary Programs 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

- Compensation earned under student athlete contracts for NIL activity must be for fair market value and for actual work or services performed.
- 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.
- 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.

1.2. Contract Requirements

- 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.
- 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.
- 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.

1.3. Conflicts and Disclosures

- 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.
- 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.
- 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 non-disclosable.

2. Use of College Brand and Facilities

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 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.

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.

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

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.

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.

FORMS/APPENDICES:

NIL Optional Reporting Form

SOURCE:

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

Policy Adopted: September 2021

Policy Revised: March 2023