



POLICY NUMBER: 12.2

SUBJECT: Name, Image, and Likeness Policy [TEMPORARY]

I. PURPOSE

Due to recent changes in NCAA regulations, this Policy is set out to provide parameters under which Student-Athletes may earn Compensation for the use of their Name, Image, and Likeness (NIL). The Policy provides guidelines for how Southern Utah University (SUU) will monitor those activities and entities with whom Student-Athletes engage in business activities.

Additionally, the policy includes restrictions placed on those employed by the University and related to Student-Athlete NIL Activities.

Finally, the policy will state how a Student-Athlete is to disclose NIL Activities in which they plan to participate.

II. REFERENCES

- NCAA Bylaws
- Southern Utah University Policy 5.43 *Licensing and Use of University Name and Trademarks*
- Southern Utah University Policy 11.2 *Student Conduct Code*

III. DEFINITIONS

- A. **Booster:** A Booster is a “representative of the institution’s athletics interests” that is an individual, independent agency, corporate entity (e.g., apparel or equipment manufacturer), or other organization who is known (or who should have been known) by a member of the institution’s executive or athletics administration to:
1. Have participated in or to be a member of an agency or organization promoting the institution’s intercollegiate athletics program;
 2. Have made financial contributions to the athletics department or to an athletics Booster organization of that institution;
 3. Be assisting or to have been requested (by the athletics department staff) to assist in the recruitment of prospective Student-Athletes; or
 4. Be assisting or to have assisted in providing benefits to enrolled Student-Athletes or their family members.
- B. **Compensation:** Compensation is any payment (money or other goods, services, trade, etc.) for provided services or goods. Student-Athletes may be paid for work performed at a rate commensurate to Market Value for similar activities. Additionally, Compensation may not be provided as a Recruiting Inducement or grant-in-aid expenses.

- C. **Institutional Mark:** An Institutional Mark is any protected name or identifying mark (e.g., logo, seal, protected verbiage) ordinarily requiring licensing by the University prior to commercial use.
- D. **Institutional Staff:** Institutional Staff includes any employee of SUU (full- or part-time basis) and/or contracted entities.
- E. **Market Value:** Market Value is a rate of Compensation to a Student-Athlete for the use of their Name, Image, and Likeness (NIL) based on a current and open market.
- F. **Name, Image, and Likeness Activities (NIL Activities):**
1. An NIL Activity is any activity in which a prospective Student-Athlete or Student-Athlete's name, image, likeness, or personal appearance is used for promotional purposes by a non-University entity.
 2. Examples of how Student-Athletes could use their Name, Image, and Likeness for Compensation (not an exhaustive list):
 - a. Create and promote their own business;
 - b. Promote a corporate entity (e.g., brand ambassador, social media influencer);
 - c. Establish their own camp/clinic (but outside SUU facilities);
 - d. Personal appearance; and
 - e. Autograph session.
- G. **NIL Third-Part Consultant:** An NIL Third-Part Consultant is a platform the University procures to help educate the Student-Athlete on NIL Activities and provides a product, which permits a Student-Athlete to disclose his or her activities for University review and tracking. SUU has engaged with a Third-Part Consultant and platform for this purpose.
- H. **Professional Service Provider:** A Professional Service Provider is an individual who provides services to an individual regarding their name, image and likeness. It includes, but is not limited to, an agent, tax advisor, marketing consultant, attorney, or anyone who is employed or associated with such persons. University employees may neither act in this capacity nor identify those who could act in this capacity for Student-Athletes. Those acting in this capacity must carry the appropriate certification under Utah law.
- I. **Recruiting Inducements:** Recruiting Inducements are arrangements or other direct or indirect method to give or offer to give a prospective Student-Athlete or their family that is not expressly permitted by NCAA regulations.
- J. **Team Contract:** A Team Contract is any agreement between a Student-Athlete and the University that could impact the Student-Athlete's eligibility to participate in an intercollegiate sport, including, but not limited to, scholarship agreements or participation agreements (e.g., team rules).

1. A University Team Contract shall not prevent a Student-Athlete from using their name, image, or likeness for a commercial purpose when the Student-Athlete is not engaged in official team activities.

IV. POLICY

A. Permissible University Uses of a Student-Athletes' Name, Image, and Likeness (NIL)

1. The University, the NCAA, and associated athletic conferences may use the name, image, or likeness or appearance of a Student-Athlete to generally promote or to support activities considered incidental to the Student-Athlete's participation in intercollegiate athletics (e.g., conference championships, NCAA championships or other NCAA events, activities, or programs) provided the provisions in NCAA Bylaw 12.5.1.1, as amended from time to time, are satisfied.

B. Student-Athlete Compensation

1. A Student-Athlete may earn Compensation for the use of their NIL, provided:
 - a. The Compensation is not provided in exchange for athletics performance (e.g., pay-for-play);
 - b. The Compensation (or prospective Compensation) is not provided as a Recruiting Inducement;
 - c. The Compensation is commensurate with Market Value; and
 - d. The Compensation is not provided by or on behalf of University staff.
2. Compensation earned by the Student-Athlete, as allowable under this Policy, will not affect the Student-Athlete's grant-in-aid or athletic eligibility. The University grant-in-aid (including cost of attendance) that is awarded to a Student-Athlete shall not be considered Compensation and shall not be revoked or reduced as a result of a Student-Athlete's earnings through a permissible NIL agreement.
3. Participating in NIL Activities may impact a Student-Athlete's ability to receive grant sums from outside sources (e.g., Pell Grant.) The Student-Athlete should discuss these implications with a SUU financial aid staff member.
4. International Student-Athletes have different implications from NIL Activities. It is recommended that these Student-Athletes first consult with appropriate professionals about the potential impact on U.S. Visa status.
5. Student-Athletes may use photos or videos containing SUU trademarks, logos, service marks, symbols, or other intellectual property for personal brand-building on social media, but not in any NIL Activity.
6. Student-Athletes are subject to the following:
 - a. Academic standards, requirements, and obligations;

- b. Team rules of conduct and other rules of conduct; and
- c. Disciplinary rules applicable to all students at SUU (e.g., Policy 11.2).

C. Parameters for University Involvement/Assistance

1. Neither the University nor a member of its staff, including contractors, coaches, professors, administrators, etc., may be involved in the development, operation, or promotion of a Student-Athlete's business activity. A Student-Athlete cannot compensate a coach or staff member to be involved or assist in any NIL Activity (i.e., social media content, videos/photography, graphics, etc.).
 - a. The following activities are permitted without triggering impermissible University involvement in a Student-Athlete's NIL Activity:
 - i. Providing NIL general educational programming (but not providing advice about a specific situation);
 - ii. Assistance with compliance and disclosure expectations related to the University's compliance obligations.

D. Non-Permissible Name, Image, and Likeness Activities

1. A Student-Athlete shall not receive Compensation for athletics performance or participation or as a Recruiting Inducement to attend the University.
2. A Student-Athlete is prohibited from participating in NIL Activities while engaged in team activities, on or off campus (e.g., signing autographs during a University arranged team meet-and-greet). This includes team travel, photo sessions, community service, and team-building activities.
3. A Student-Athlete is not permitted to sell items provided by the University, including awards and apparel retained by the Student-Athlete, until the Student-Athlete has exhausted eligibility for intercollegiate competition or has become permanently ineligible for competition.
4. Student-Athletes may not endorse or enter into NIL Activities in categories that conflict with NCAA policy, that promote illegal activity or with an entity that promotes illegal activity (based on law applicable in Utah), or any product, substance, or method that is prohibited for use during NCAA athletic competition.
5. Student-Athletes may not use the University's NIL of the University or any of its employees or agents in any NIL Activity. Student-Athletes shall ensure there is nothing that expressly or impliedly indicates an endorsement by the University related to any NIL Activity.
6. A Student-Athlete may not engage in any NIL Activities (nor enter into related contracts) that create a conflict with a University agreement.
7. If a Student-Athlete violates any of these prohibitions, the Student-Athlete is subject to a reduction or cancellation of athletically related financial aid as

disclosed in the Student-Athlete's institutional financial aid agreement and removal from the team, subject to the standard procedures for such reduction, cancellation, and/or removal.

E. Use of Professional Service Provider

1. Student-Athletes may enter into agreements with a professional servicer, provided the entity satisfies any certification necessary under state law.

F. Disclosure Requirements

1. A Student-Athlete must disclose all compensated NIL Activities, prior to the activity occurring, to SUU through its Third-Party NIL Consultant. Student-Athletes are required to disclose the details surrounding the activity (i.e., what the activity includes, when and where the activity will occur, individuals connected to the activity, Compensation, the verbal or written NIL agreement, etc., in the form as set out by the Athletics Department on the Third-Party NIL Consultant platform).
2. Failure to disclose an NIL Activity in advance could lead to eligibility consequences.

G. Involvement of Boosters

1. Boosters may provide Student-Athlete Compensation for NIL Activities provided the following:
 - a. The agreement was not provided to solicit the Student-Athlete's enrollment at the University; and
 - b. The agreement is for work performed.

H. Timing of Activities

1. Students-athletes may not be compensated for any NIL Activities while involved in any team-related activities.
 - a. A Student-Athlete is considered involved in team-related activities if they are in a location due to a team-related purpose (e.g., they cannot sell autographs while travelling for an away-from-home competition).

I. Sanctions

1. Failure to abide by this Policy may result in loss of privileges and other sanctions as necessary, including but not limited to verbal or written reprimand, probation, loss of practice and/or competition privileges, suspension, or dismissal from the program.
2. Failure of staff to abide by this Policy may result in loss of privileges and other sanctions, including but not limited to verbal or written reprimand, probation, suspension, or termination of employment.

N/A

VI. QUESTIONS/RESPONSIBLE OFFICE

The responsible office for this policy is Office of the President. For questions about this policy, contact the Director of Athletics.

VII. POLICY ADOPTION & AMENDMENT DATES

Date Approved: July 19, 2021 [approved as a temporary policy for 120 days; expires on 11/16/2021]

Amended: N/A