

University of Connecticut Student-Athlete's Name, Image, and Likeness Procedures

APPLIES TO

All student-athletes, students, and University Employees.

DEFINITIONS

Compensation means the receipt, whether directly or indirectly, of any cryptocurrency, money, goods, services, other items of value, in kind contributions and any other form of payment or remuneration.

Endorsement contract means a written agreement under which a student-athlete is employed or receives compensation for the use by another party of such student-athlete's person, name, image or likeness in the promotion of any product, service or event.

Intercollegiate athletic program means a program at the University for sports played at the collegiate level for which eligibility requirements for participation by a student-athlete are established by a national association for the promotion or regulation of college athletics.

NCAA means the National Collegiate Athletic Association or its successor.

Official team activities means all games, practices, exhibitions, scrimmages, team appearances, team photograph sessions, sports camps sponsored by the University and other team-organized activities, including, but not limited to, photograph sessions, news media interviews, and other related activities as specified by the University.

Prohibited endorsements means receipt of compensation by, or employment of, a student-athlete for use of the student-athlete's person, name, image or likeness ("NIL") in association with any product, category of companies, brands, or types of endorsement contracts that are: (1) prohibited by law; (2) prohibited by this policy; or (3) prohibited under the applicable University procedures adopted in accordance with this policy.

Sports agent means a duly licensed person who negotiates or solicits a contract on behalf of a student-athlete in accordance with the Sports Agent Responsibility and Trust Act, 15 USC 7801, et seq., as amended from time to time.

Student-athlete means a student enrolled at the University who participates in an intercollegiate athletic program.

University marks means the name, logo, trademarks, mascot, unique colors, copyrights and other defining insignia of the University.

PROCEDURES STATEMENT

Student-athletes enrolled at the University may use their name, image, and likeness (NIL) to earn compensation through an endorsement contract or employment in an activity that is unrelated to any intercollegiate athletic program and obtain the legal or professional representation of an attorney or sports agent through a written agreement, provided such student-athlete complies with the University Policy of Student Athlete's Name, Image, and Likeness (the "NIL Policy"), these procedures, and

applicable law. No prospective student-athlete may receive compensation as an inducement to enroll or attend the University.

I. Prohibitions

a. Prohibited Compensation

1. Compensation for a student-athlete's NIL may not be conditioned on athletic performance or participation.
2. Compensation for a student-athlete's NIL may not be conditioned on a student-athlete remaining enrolled at the University.
3. An endorsement contract without quid pro quo (e.g., compensation for work not performed) is prohibited.
4. Crowdfunding.
 - (1) Use of crowdfunding platforms (e.g., GoFundMe) or applications used to accept funds from outside individuals (e.g., CashApp, Venmo) will be impermissible if used as a means of pay for play or accepting funds for personal uses (e.g., purchasing a car or house).
 - (2) Crowdfunding platforms may be utilized for the following permissible uses (as per NCAA legislation):
 - a) soliciting funds for use of NIL in regards to fundraising activities for a nonprofit/charitable or educational organization;
and
 - b) soliciting funds for actual and necessary expenses for outside competition.

b. University Employees and Students

1. University employees are prohibited from creating or facilitating endorsement contracts for a student-athlete or providing compensation themselves to a student-athlete.
2. University employees should refrain from recommending a specific professional service provider (e.g., a particular sports agent, attorney, accountant, etc).
3. University employees may not refer student-athletes to any specific third-party for NIL opportunities nor coordinate, organize, promote, or otherwise be involved in a student-athlete's NIL activities except for providing educational programming on NIL and other support services and resources, as permitted.
4. University employees and students are prohibited from creating or facilitating NIL compensation opportunities for prospective student-athletes as a recruiting

inducement or for current student-athlete as an inducement to remain enrolled at the University.

c. **University Athletic Boosters**

1. An athletics booster is a person who directly contributes to a University athletic program.
2. Athletic Boosters are prohibited from creating or facilitating NIL compensation opportunities to induce a prospective student-athlete to enroll or attend the University.
3. Athletic Boosters are prohibited from creating or facilitating NIL compensation opportunities to induce a current student-athlete remain enrolled at the University.

d. **Prohibited Endorsements**

1. The following student-athlete endorsements are prohibited:
 - (1) A tobacco company or brand, including any tobacco product, alternative nicotine product, electronic nicotine delivery system, or any electronic nicotine delivery system retailer, or any specialty retailer of electronic nicotine delivery systems or tobacco specialty store.
 - (2) Any alcoholic beverage company, brand, wholesaler, or store specializing in alcohol retail.
 - (3) Any marijuana company, product, brand, wholesaler, or store specializing in marijuana retail.
 - (4) Any seller or dispensary of a controlled substance, as defined by federal law.
 - (5) Any adult entertainment, sexually suggestive products, or sex-oriented products, services, conduct, imagery, or inferences.
 - (6) Any product, substance, or method that is prohibited in competition by an athletic association, athletic conference, or other organization governing intercollegiate athletic program competition.
 - (7) Any casino or entities that conduct, provide data or information to, sponsor, or promote gambling activities.

e. **Conflict with [Institutional Sponsors](#)**

1. No endorsement activities may conflict with the provisions of any agreement to which the University is a party.

f. **Conflict with Academic Obligations**

1. Student-athletes are prohibited from performing any service or activity associated with an endorsement contract or employment activity that interferes with any University academic obligations.

g. **Conflict with Official Team Activities**

1. Student-athletes are prohibited from performing any service or activity associated with an endorsement contract or employment activity that interferes with any official team activities (i.e., required athletically related activities or countable athletically related activities) including, but not limited to:

- (1) Practices;
- (2) Athletics meetings, including film review, initiated by a coach or required by a coach;
- (3) Competition (and associated activities including team travel);
- (4) Required weight-training and conditioning activities;
- (5) Organized team promotional activities;
- (6) Recruiting activities, including student-host duties;
- (7) Media activities, if arranged by UConn;
- (8) Fundraising events;
- (9) Community service events if mandatory and counting toward Husky Cup Points; and
- (10) Team-building activities.

h. **Institutional Marks**

1. Student-athletes are prohibited from using or consenting to the use of any University marks or phrases when performing any services or activity associated with an endorsement contract or employment activity. Marks also include wearing apparel that contains the institution's name, logo, or unique colors.

i. **Institutional Merchandise**

1. In accordance with NCAA Bylaw 16.11.2.4, "an item received for participation in intercollegiate athletics may not be sold or exchanged or assigned for another item of value." Therefore, student-athletes may not sell institutionally issued apparel, equipment, awards, or other items (even if it will not be re-used) until they have exhausted eligibility for intercollegiate competition.

II. Professional Service Providers

a. A student-athlete may use the services of a professional service provider for advice, contract representation, and marketing in connection with NIL activities. Professional service providers are prohibited from representing a student-athlete in connection with securing professional athletic opportunities.

1. University of Connecticut employees or agents may not act as, arrange payment to, or direct student-athletes to a specific professional service provider.
2. All fee arrangements for the use of professional service providers associated with NIL activities shall be consistent with typical industry arrangements and must not be discounted as a result of athletics ability or potential payback as a professional athlete. Fees must be disclosed pursuant to a written agreement

with the service provider. A student-athlete may receive the same de minimis benefits from a professional service provider that nonstudent-athletes receive.

3. The University may not identify or select a professional service provider for a student-athlete; however, the institution may assist a student-athlete by providing education so that the student-athletes can evaluate the professional service providers.

4. A student-athlete may only enter into an agreement for representation with a sports agent or attorney if the student-athlete submits a signed copy of the agreement to the University.

III. Disclosure of Name, Image, and Likeness Activities

- a. Student-athletes are required to disclose all NIL activity agreements and contracts for professional services for representation.
 - 1. Disclosure must occur through the Opendorse platform and will require that the student-athlete submit the following:
 - (1) Details of the disclosed activity, including rate and source of pay.
 - (2) Written endorsement contracts or agreements with the outside entity (if applicable).
 - (3) Agreements with all professional service providers being used in connection with the disclosed deal (if applicable).
- b. To reduce the chances of entering into an NIL agreement that would result in a violation of the NIL Policy or these procedures, student-athletes are encouraged to disclose such agreements at least five business days prior to the execution of any NIL agreement to the athletic department; but in any event, disclosure must be made within five business days after execution of such agreement.

IV. Contract Compliance

- a. The Department of Athletics is responsible for collecting copies of all student-athlete NIL contracts.
- b. The Department of Athletics is not responsible for reviewing or confirming that a student-athlete's NIL contract complies with applicable law, regulations, policies, procedures, or rules.
- c. Each student-athlete is solely responsible for their NIL contracts, including without limitation, compliance with any terms and conditions therein and any applicable laws, regulations, policies, procedures, or rules. Student-athletes are encouraged to consult with legal counsel before entering any NIL contract.
- d. The University is under no obligation to review any student-athlete contract, but reserves the right to do so, at any time, in its sole discretion and take such action it deems appropriate in accordance with applicable University laws, regulations, policies, procedures, and rules.

V. Prohibited NIL Contracts or Other Opportunities

- a. If the University determines that a NIL contract or other opportunity violates or presents a reasonable likelihood of violating an applicable University policy, procedure or law, the University will notify the student-athlete in writing.
- b. If the University identifies a conflict between the student-athlete's proposed opportunity or contract and an existing contract of the University, the University shall communicate said conflict to the student-athlete in writing and provide the student-athlete or their representative with the provisions of the contract that are in conflict so that the student-athlete may negotiate a revision of the opportunity or contract to avoid the conflict. Revisions made in response to a University notice of conflict are subject to additional review by the University.
- c. A student-athlete who, after receiving written notice from the University, performs a service or activity in connection with said NIL contract or opportunity, shall be deemed to have violated the NIL Policy.
- d. A student-athlete who, after receiving written notice from the University, wishes to appeal the University's determination may do so by filing a written appeal in accordance with the [Department of Athletics' NIL process](#).

VI. Reference to the University

- a. When participating in NIL activities, student-athletes may include a biographic reference identifying the sport and position they play at the University.

VII. Use of Institutional Facilities

- a. Student-athletes may use institutional facilities for NIL activities, provided rental agreements are secured through the appropriate channels and applicable fees are paid.

VIII. International Student-Athletes

- a. International individuals should consult with government agencies for guidance related to visa and tax implications. Student-athletes on a F-1 or J-1 visa may also consult with the UConn International Student & Scholar Services (ISSS).

IX. Institutional Involvement

- a. The University of Connecticut will make educational resources available to assist its student-athletes with capitalizing on their NIL opportunities in a responsible and effective manner. The University has partnered with Opendorse to assist with NIL education, brand development, and monitoring efforts.
- b. Questions may be directed to the Office of Athletics Compliance at oad@uconn.edu.

X. Income and Tax Liability

- a. Individuals should follow all applicable tax laws for reporting NIL compensation. Requirements may vary based on state and/or country. Income and tax implications associated with NIL activities are the responsibility of the student-athlete.

XI. Need-Based Financial Aid

- a. Student-athletes' need-based financial aid (e.g., Pell Grant) may be impacted based on compensation from received NIL activities.

XII. Transaction Review

- a. Student-athletes are on notice that transactions related to their NIL activities are subject to review by The University of Connecticut, the Big East Conference, the NCAA and/or a designated independent third party.

XIII. Privacy

- a. The Department of Athletics may share a student-athlete's information with appropriate University personnel or other University departments to ensure compliance with applicable law or policies or to manage a student-athlete's relationship with the University. The Department of Athletics also may share certain personally identifiable information (PII) with vendors with which the University has contracted to perform specific functions of the University on our behalf. All such vendors are bound to the same data privacy and security rules as the University when accessing, using, or otherwise processing PII on behalf of the University.

The Department of Athletics will not voluntarily share a student-athlete's PII with other entities or organizations, except under the following circumstances: (1) with a student-athlete's prior written consent; (2) when we have given a student-athlete clear notice that we will disclose information that the student-athlete voluntarily provides; (3) with appropriate external parties, such as law enforcement agencies, in order to investigate, verify or enforce compliance with the policies, procedures, and rules governing NIL and applicable laws, or to protect against unauthorized use of NIL. Any such disclosures shall comply with applicable laws and University policies; and (4) when required by applicable law.

Please note, that as a public institution of higher education in the State of Connecticut, the University is subject to the Connecticut Freedom of Information Act. As such, we may be required by law to disclose certain records or portions of a record's content to comply with a document request made pursuant to this Act. The University shall follow all applicable laws requiring protection of PII when responding to such requests for information under the Connecticut Freedom of Information Act.

XIV. Enforcements/Sanctions

- a. Any student-athlete who fails to comply with these procedures, the NIL Policy, or applicable law will be subject to appropriate disciplinary measures in accordance with state law, University Laws and By-Laws, and Division of Athletics Student Athlete Handbook. Discipline may include prohibiting a student athlete's participation in an

intercollegiate athletic program, revoking a student athlete's eligibility for a scholarship, or taking other punitive or legal action.