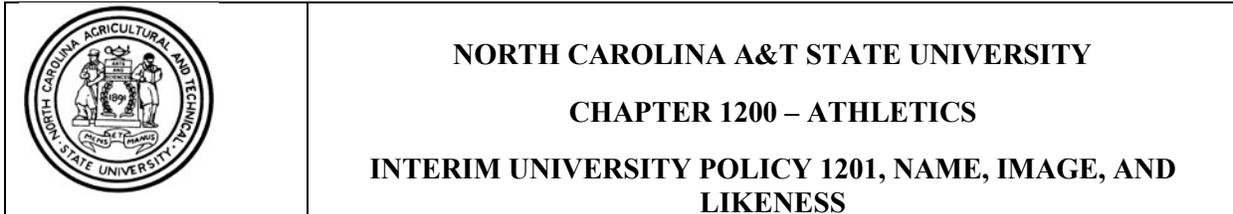


## ***Interim Policy***

***Establishes clear rules for name, image and likeness agreements for student-athletes.***

***This is a working policy in a rapidly evolving area and as such will be subject to ongoing review and revision as circumstances, laws, and regulations change.***



### **SECTION 1201.1 POLICY STATEMENT**

Subject to the NCAA rules, North Carolina Executive Order 223, and this Athletics policy, North Carolina A&T State University's (N.C. A&T or University) student-athletes may use their name, image, and/or likeness (NIL) in a variety of ways that may include, but is not limited to, promoting their own business, promoting or endorsing a corporate entity (e.g., a brand ambassador or social media influencer); conducting camps, private lessons or clinics; making appearances; or signing autographs. N.C. A&T student-athletes may receive compensation, either in-kind or monetarily for engaging in NIL activities, subject to the NCAA rules and this policy. The University is committed to providing the policies and processes necessary for student-athletes to fully engage with any name, image, or likeness opportunities which may become available to them. Student-athletes may engage in NIL activities and receive corresponding compensation from University donors or sponsors so long as the compensation is for bona fide NIL activity and is not a recruiting inducement or an inducement to remain enrolled at N.C. A&T.

### **SECTION 1201.2 PURPOSE**

This Policy provides guidance for University student-athletes, coaches, and staff around use of student-athletes' NIL for commercial purposes and outlines the expectations, responsibilities, and procedural requirements for student-athletes seeking to earn compensation for NIL activities.

### **SECTION 1201.3 TEAM ACTIVITIES AND ACADEMIC OBLIGATIONS**

Student-athletes shall not engage in NIL activities during the course of team activities, which include team travel, competitions, practices, team organized media events, pre-game, half-time and post-game shows, community service and outreach activities, and team gatherings and meetings. Student-athletes also must not allow NIL activities to interfere with their academic obligations.

### **SECTION 1201.4 RESTRICTED CATEGORIES**

NIL compensation for student-athletes shall not be offered, accepted, or used for pay-for-play, impermissible offers, and inducements or extra benefits, including but not limited to:

- (a) Engaging in any NIL activity that promotes products or services which are inconsistent with institutional values, mission, or goals, including but not limited to gambling, alcohol products, tobacco products, adult entertainment, performance enhancing supplements, and/or others substances on the NCAA’s banned drug list, or products or services that are illegal under North Carolina or federal law;
- (b) Providing NIL agreements without quid pro quo (e.g. cannot receive payments for work not performed);
- (c) Offering and/or providing NIL payments contingent on initial or continued enrollment at N.C. A&T;
- (d) Offering and/or providing NIL payments on specific athletic performance or achievement (e.g., cannot offer or provide financial incentives based on points scored). Athletic performance may enhance a student-athlete’s NIL value, but may not be “consideration for NIL compensation”; and
- (e) Offering or providing benefits, including use of facilities or department resources, to student athletes if those benefits are inconsistent with institutional policies; or
- (f) Engaging in any NIL activity that conflicts with any existing University contracts or agreements.

#### **SECTION 1201.5 USE OF UNIVERSITY INTELLECTUAL PROPERTY**

Student-athletes shall not use N.C. A&T’s intellectual property, including its trademarks, logos, or symbols, to either implicitly or expressly endorse a third party or product without prior written approval from the NC A&T Office of Licensing and Trademarks. Student-athletes may autograph and sell officially licensed memorabilia that includes University marks. Per NCAA rules and this Policy, student-athletes shall not sell products provided by N.C. A&T Athletics or awards received for intercollegiate athletic participation while they are student-athletes.

#### **SECTION 1201.6 USE OF UNIVERSITY FACILITIES, EQUIPMENT, AND UNIFORMS**

Student-athletes may, subject to availability and to the terms of a facility use agreement, use N.C. A&T Athletics’ facilities to conduct camps, clinics, or lessons if the student-athlete pays the standard facility rental rate. Student-athletes shall not use N.C. A&T athletics equipment or uniforms to either implicitly or expressly endorse a third party or product without prior written approval from the Office of Licensing and Trademarks and the Department of Intercollegiate Athletics. Student-athletes may not use N.C. A&T facilities in such a manner that creates the impression – either express or implied - that N.C. A&T expressly or indirectly endorses a third party or product, unless prior written approval is obtained from N.C. A&T’s Office of Licensing and Trademarks.

#### **SECTION 1201.7 DISCLOSURE OF NIL ACTIVITIES**

Student-athletes must disclose all NIL activities to N.C. A&T’s Department of Intercollegiate Athletics by completing and submitting the NIL Disclosure Form located on the NC A&T INFLCR website prior to engaging in the NIL activity or signing an NIL agreement, whichever is earlier.

The Athletics Compliance Office shall review the NIL Disclosure Form to determine whether the proposed activity jeopardizes the student-athlete's eligibility for intercollegiate athletics competition or conflicts with other State of North Carolina, NCAA, Big South Conference, or institutional policies, agreements, rules, legislation or contracts. If the Athletics Compliance Office determines that a conflict of contract or eligibility exists, the Compliance Office shall make diligent efforts to disclose the conflict to the student-athlete and/or their representative within five (5) business days, or as soon thereafter as reasonably possible. A student-athlete's failure to effectively remediate any conflicts identified in the NIL agreement by the Athletics Compliance Office shall be a violation of this NIL Policy and may result in penalties set forth in Section 1201.11.

### **SECTION 1201.8 FINANCIAL AID**

Student-athletes should be aware that receiving compensation for NIL activities may impact their financial aid, especially for those receiving Pell Grants or other need-based financial aid. Student-athletes are encouraged to consult with the University's Office of Financial Aid and Scholarships and their own tax professional to fully understand the potential impacts.

### **SECTION 1201.9 INTERNATIONAL STUDENTS**

International student-athletes should discuss how receiving compensation may impact their VISA status with the N.C. A&T Office of International Services and the Athletics Office of Compliance Services before engaging in NIL activities.

### **SECTION 1201.10 PROFESSIONAL REPRESENTATION**

N.C. A&T student-athletes may obtain professional representation (e.g., agent, tax advisor, marketing consultant, attorney, brand management company) to assist with NIL activities as described in Section 1201.01 above, and remain eligible for participation in intercollegiate athletics.

Any agent or representative must be registered to do business in the State of North Carolina and comply with the Uniform Athlete Agents Act, North Carolina General Statutes Chapter 78C, Article 9, and applicable federal law, including the Sports Agent Responsibility and Trust Act, 15 U.S.C. § 7801 *et seq.*

An individual shall be ineligible for participation in intercollegiate sports if the individual has ever agreed (orally or in writing) to be represented by an agent for the purpose of representing the student-athlete in any capacity other than NIL. Any agency contract not specifically limited in writing to a sport or particular sports shall be deemed as applying to all sports, and the individual shall be ineligible to participate in any sport. An agent is an individual who enters into an agency contract with a student-athlete or, directly or indirectly, recruits or solicits a student-athlete to enter into an agency contract. The term includes an individual who represents to the public that the individual is an athlete agent. The term does not include a spouse, parent, sibling, or guardian of the student-athlete or an individual acting solely on behalf of a professional sports team or professional sports organization.

The University encourages its student-athletes to thoroughly evaluate any prospective agent or advisor prior to working with them. N.C. A&T shall not be responsible or liable for any student-athlete's agreement or contractual obligation, whether with an agent or other third party.

#### **SECTION 1201.11 FAILURE TO COMPLY AND PENALTIES**

N.C. A&T shall not reduce nor revoke a student-athlete's athletic eligibility, reduce a current grant-in-aid award, suspend access to other educational benefits, or otherwise impose any adverse consequence against a student-athlete because the student-athlete receives payment for the use of NIL or obtains professional representation, unless in doing so, the student-athlete violates applicable law, NCAA bylaws, institutional policies, team policies, or procedures or rules adopted under this Policy.

Failure to comply with this Policy may result in penalties imposed by the NCAA, applicable athletic conference, and/or the University that may impact the student-athlete's eligibility to participate in intercollegiate athletics and maintain an athletics scholarship. Violations may also result in discipline under the Student Code of Conduct. Unauthorized use of the University's intellectual property may result in civil and/or criminal penalties as allowed by law.

#### **SECTION 1201.12 REQUIRED LANGUAGE FOR NIL AGREEMENTS**

Any student-athlete entering into a NIL agreement for compensation related to an NC A&T athletics program shall ensure that the proposed NIL agreement provides:

- (a) For no conflict with any provision of the student-athlete's financial aid agreement with A&T;
- (b) For modification of the NIL agreement if a conflict with a University or Departmental agreement is identified; and
- (c) For disclosure of the agreement to NC A&T's Athletics Compliance Office.

#### **SECTION 1201.13 FACULTY AND STAFF NIL ENGAGEMENT**

NC A&T faculty and staff may only provide student-athletes with general education and information related to NIL and associated professional development opportunities. Faculty and staff may provide educational workshops for NC A&T student-athletes covering such topics as financial literacy, time management, budgeting, contracting, marketing, and mental health.

NC A&T faculty and staff shall not assist with or facilitate NIL agreements or activities for or on behalf of NC A&T student-athletes. NC A&T faculty and staff shall not provide professional services for any NC A&T student-athletes, including negotiating contracts with or on a student-athlete's behalf, establishing any fiduciary relationship with a student-athlete, or providing legal, financial, or tax services or advice.

#### **POLICY HISTORY:**

Eff. September 9, 2021

**AUTHORITY:** Board of Trustees

**POLICY OWNER:** Athletics Director

**RESPONSIBLE OFFICES:** Athletics Compliance Office

**RESOURCES:**

North Carolina Executive Order No. 223

NCAA Interim Name, Image, and Likeness Policy