

OREGON STATE UNIVERSITY

Student-Athlete Name, Image and Likeness Policy (NIL Policy)

I. Background

Oregon State University (OSU) and its Department of Intercollegiate Athletics (Athletic Department), as detailed in the Athletic Department's Build the Dam strategic plan, embrace the mission to lead Student-Athletes in their holistic development, including academic achievement, graduation, wellness, and post-graduation success. This includes providing Student-Athletes with an education and opportunities that will serve them throughout their time at OSU and into their post collegiate careers. The Oregon Legislature passed Senate Bill 5 (SB5) which was signed by Governor Brown and will become law effective July 1, 2021. SB5 permits Student-Athletes to receive compensation for the use of their name, image and likeness ("NIL"). OSU is in full support of SB5 and this NIL Policy has been drafted to be in alignment with Oregon State law.

II. Purpose and Scope

This NIL Policy applies to all OSU Student-Athletes and articulates the process and procedures governing Student-Athletes use of their NIL. This NIL Policy is guided by Oregon State law, unless and until superseding federal NIL legislation is passed. *OSU reserves the right to amend this NIL Policy at any time based on institutional or NCAA policy changes or changes in applicable laws, rules or regulations.*

III. Definitions

Agency Contract: A written agreement in which a student-athlete authorizes a person to negotiate or solicit on behalf of the student-athlete a professional sports services contract or an endorsement contract.

Athlete Agent: In accordance with state statutes, an individual who directly or indirectly recruits or solicits a Student-Athlete to enter into an Agency Contract; or for compensation, procures employment or offers, promises, attempts or negotiates to obtain employment for a Student-Athlete as a professional athlete.

Athletic Association, Conference or Organization with Authority Over Intercollegiate Sports: This includes the National Collegiate Athletic Association.

Institutional Content: All material licensed to OSU, created by OSU, or owned by OSU.

NIL Contract: A written agreement in which a Student-Athlete is compensated by a third party for the use of the Student-Athlete's NIL.

Official Team Activities: All required team activities including and associated with competitions (i.e. film, meetings, meals, travel, etc.), any pregame or postgame activities (e.g., postgame celebrations on the court, pregame or postgame press conferences as well as practices and conditioning sessions during the playing season).

Official Team Rules: Rules of OSU that impact a Student Athlete's eligibility to participate in a competition, including, but not limited to, NIL Team Rules, athletic department policy (including this NIL Policy), scholarship agreements or participation agreements. Official Team Rules also includes the OSU Code of Student Conduct.

OSU Marks: All of the trademarks, social media handles, word marks, logos, copyrights and designs owned by OSU or exclusively licensed to OSU. OSU Marks include, but are not limited to, all OSU names, logos, insignias, seals, designs and symbols that are associated with OSU.

Recruit or Solicit: Attempt to influence the choice of an athlete agent by a student-athlete or if the athlete is a minor, the parent or guardian of the athlete. This does not include giving advice on the selection of a particular athlete agent in a family, coaching or social situation unless the advice giver does so because they anticipate a direct or indirect economic benefit from the exchange.

Representatives of Athletics Interests (commonly referred to as 'boosters'): As defined by the NCAA, to include anyone who has:

- Provided a donation in order to obtain season tickets for any sport at the university.
- Participated in or has been a member of an organization promoting the university's athletics programs.
- Made financial contributions to the athletic department or to a university booster organization.
- Arranged for or provided employment for enrolled Student-Athletes.
- Assisted or has been requested by university staff to assist in the recruitment of prospective student-athletes.
- Assisted in providing benefits to enrolled student athletes or their families.
- Been involved otherwise in promoting university athletics.

Student-Athlete: An individual who attends OSU and who engages in or is eligible to engage in any intercollegiate sport.

Student's Rights: The rights provided by the Oregon State Legislature in SB5 to a Student-Athlete to earn compensation for use of the student's name, image or likeness and to contract with and retain professional representation or an athlete agent. Student's Rights do not include a right to receive compensation from OSU.

IV. Student-Athlete Use of NIL

Subject to the terms of this NIL Policy, Oregon state law, Official Team Rules, and NCAA policies and procedures to the extent they are not in conflict with SB5, Student-Athletes may:

- a. Earn compensation for use of their NIL.
- b. Enter into an agreement with an Athlete Agent.
- c. Enter into an NIL Contract.
- d. Identify themselves as a Beaver Student-Athlete but may not imply that OSU is sponsoring the NIL activity.

Student-Athletes may not:

- a. Be compensated by OSU for use of their NIL.
- b. Be compensated for athletic performance except as permitted by the NCAA.
- c. Enter into an NIL Contract for NIL activity or content that is created while the Student-Athlete is engaged in any Official Team Activity.
- d. Enter into an NIL Contract for NIL activity or content that states or implies that an OSU team endorses a product or service.
- e. Miss required academic appointments, or required or countable-athletically related activities, as defined under NCAA rules, to engage in an NIL activity.
- f. Enter into an NIL Contract for NIL activity or content in which one of the purposes of the arrangement is to endorse or promote engaging in illegal activities or use of illegal drugs. See [OSU Code of Student Conduct](#), page 9, No. 24 and No. 25.
- g. Autograph and sell items issued or owned by OSU.
- h. Use Institutional Content for NIL activities as such use is prohibited unless OSU provides the Student-Athlete or the third party permission.
- i. Sell apparel, equipment and/or memorabilia issued or owned by OSU prior to expiration of the Student-Athletes eligibility.
- j. Utilize OSU facilities for NIL activities without a proper rental agreement per OSU policies.
- k. Utilize OSU Marks in NIL activities as such use is prohibited unless OSU provides the Student-Athlete or the third party with an appropriate license.
- l. Engage in NIL activities that conflict with federal, state or local law, or activities that violate the Student Code of Conduct.
- m. Be compensated under an NIL Contract for recruiting purposes or as an enrollment inducement.

For the purpose of example only, the following is a list of possible uses of NIL by Student-Athletes:

- a. Promote their own business
- b. Promote a corporate entity (e.g., brand ambassador, social media influencer)
- c. Establish their own camp/clinic, and/or provide sport lessons for a fee
- d. Make an appearance at a location and receive compensation
- e. Sign autographs and receive compensation

V. OSU NIL Restrictions

OSU may not:

- a. Compensate a Student-Athlete for use of their NIL.
- b. Compensate a Student-Athlete in exchange for their athletic performance except as may be permitted by the NCAA.
- c. Compensate a Student-Athlete or potential Student-Athlete for their accepting admission to or enrolling at OSU.
- d. Prohibit, prevent or restrict a Student-Athlete from exercising the Student's Rights.

- e. Penalize or retaliate against a Student-Athlete for exercising the Student's Rights.
- f. Prohibit the Student-Athlete from participating in an intercollegiate sport for exercising the Student's Rights.
- g. Impose an eligibility requirement on a scholarship or grant that requires a Student-Athlete to refrain from exercising the Student's Rights.
- h. Prohibit a Student-Athlete from receiving food, drink, lodging or medical expenses or insurance coverage from a third party as compensation for use of the Student-Athlete's NIL.
- i. Act as an Athlete Agent for a Student-Athlete to solicit or procure NIL activities for Student-Athletes.

VI. Use of OSU Facilities, Equipment, Institutional Content or OSU Marks

Student-Athletes are encouraged to contact Athletic Department officials regarding NIL activities involving the use of OSU facilities, equipment, Institutional Content or OSU Marks. Generally:

- a. OSU facilities may only be used for NIL activities if rented per OSU policy for rentals by third parties.
- b. OSU equipment used for NIL activities must follow OSU policies for equipment use by third parties.
- c. Use of Institutional Content is prohibited unless OSU has provided prior written permission.
- d. Rules governing the use of OSU Marks are as follows:
 - i. Except as provided in paragraph (iii) below, any and all use of OSU Marks is prohibited, unless OSU provides the Student-Athlete or the third party with an appropriate license
 - ii. Merchandise & Memorabilia: Student-Athletes may autograph and sell items with licensed OSU Marks generally. However, Student-Athletes cannot autograph or sell items issued or owned by OSU (including the Athletic Department) or otherwise designated by the Athletic Department, as such property belongs to OSU.
 - iii. Attire with OSU Marks: Student-Athletes are generally allowed incidental use of OSU branded attire (e.g., shirts, hats, etc.) while making an appearance at a location as part of an NIL activity, so long as they are not implying OSU sponsorship or endorsement.
 - iv. Student-Athletes are prohibited from using NIL (or permitting others to use their NIL) in ways that imply OSU sponsorship or endorsement, unless OSU provides its express prior written permission. This prohibition applies even if the third party is a school partner and already has rights to use OSU Marks. Student-Athletes, their agents, and the third parties must obtain prior written consent from OSU for any such use.

If there is a question regarding sponsorship opportunities or the policy on Student-Athletes contracting with OSU official partners or competitors of partners, Student-Athletes should contact the OSU Internal Review Committee.

EXAMPLES

1. Example 1: Student-Athlete agrees to get paid for an appearance at First Interstate Bank outside of Official Team Activities. The Student-Athlete **may** wear OSU branded attire, so long as there are no other circumstances that would imply to a reasonable observer that OSU endorses or sponsors the bank or the appearance.
2. Example 2: A group of Student-Athletes agree to get paid for an appearance at First Interstate Bank. The Student-Athletes **may** wear OSU branded attire, so long as there are no other circumstances that would imply to a reasonable observer that OSU endorses or sponsors the bank or the appearance.
3. Example 3: A Student-Athlete purchases a box of OSU branded hats at the campus bookstore (licensed merchandise) that they then autograph. The Student-Athlete **may** sell these items. This does not exclude the Student-Athlete from complying with other legal requirements related to the sale (such as city ordinances, permit requirements, OSU Standards and Policies).
4. Example 4: Student-Athlete agrees to get paid for an appearance at Interstate Bank outside of Official Team Activities, and the bank manager asks if the bank can use the OSU logo on social media and flyers. The bank **cannot** use the OSU logo and the Student-Athlete **cannot** approve this use. Student-Athlete and the bank manager must contact the OSU Athletic Department for express, written approval.
5. Example 5: Student-Athlete gets offered an NIL opportunity that entails creating a post on Instagram that endorses an energy drink. The Student-Athlete plans on wearing an OSU branded t-shirt and tagging Oregon State Athletics in the post. The Student-Athlete **cannot** wear the t-shirt and tag Oregon State Athletics without contacting the Athletic Department for express, written approval.

VII. NIL Contracts

A Student-Athlete may not enter into an NIL Contract that:

- a. provides compensation to the Student-Athlete for the Student-Athlete's participation in NIL activities where that participation takes place during Official Team Activities.
- b. conflicts with the Official Team Rules.

NIL Contracts must include a clause providing for the automatic voidance of the agreement in the event the OSU Athletics Internal Review Committee determines the NIL Contract is in conflict with the NIL Policy, Official Team Rules, NCAA rules, or state or federal law.

Seven days prior to entering into an NIL Contract, a Student-Athlete must disclose the NIL Contract through the Opendorse Monitor platform for NIL deal approvals if being compensated over \$100. All approvals and denials will be communicated via the Opendorse Monitor platform.

For NIL Contracts with a total value of less than \$100, the disclosures must be made within 7 days after the NIL Activity.

Disclosures will be sent to the Compliance Office for review. The Compliance Office will provide a rules education sheet based on activity. Examples of NIL contracts which could prompt additional time for OSU review include:

- a. If a Student-Athlete requests the use of an OSU facility or OSU equipment as part of the NIL Contract.
- b. If a Student-Athlete requests the use of Institutional Content or OSU Marks or otherwise implies OSU endorsement or sponsorship.

All NIL Contracts that may potentially conflict with this NIL Policy should be referred to the OSU Athletics Internal Review Committee for approval. Examples include:

- a. Clarifying use of Institutional Marks.
- b. Clarification of Official Team Activities or Official Team Rules.
- c. Any other area which the Athletic Department deems necessary for further review.

If the OSU Athletics Internal Review Committee finds that the terms of a Student-Athlete's NIL Contract conflict with a third party agreement, the Official Team Rules or OSU policy, OSU will disclose the specific rules or terms asserted to be in conflict to the Student-Athlete or to the Student-Athlete's Athlete Agent, if applicable.

For in-kind and exchange deals, any future promise of performance is prohibited.

VIII. Agency Contracts

OSU encourages Student-Athletes to enter into Agency Contracts **but only for NIL purposes and in compliance with SB5**. A Student-Athlete entering into an Agency Contract for purposes outside of SB5 may lose NCAA eligibility to compete as a Student-Athlete. The loss of eligibility may apply even if the Student-Athlete cancels the contract.

If a Student-Athlete enters into an Agency Contract, the Student-Athlete must disclose the Agency Contract to OSU within 72 hours of the entering into the Agency Contract or before the Student-Athlete's next athletic competition, whichever is first.

Agency Contracts must contain the following:

- a. The amount and method of calculating the amount to be paid by the Student-Athlete for services to be provided by the athlete agent under the contract and any other consideration the athlete agent has received or will receive from any other source for entering into the contract or for providing services;

- b. The name of any person not listed in the application for registration or renewal of registration who will be compensated because of the Student-Athlete or, if the Student-Athlete is a minor, the parent or guardian of the athlete signed the written agency contract;
- c. A description of any expenses that the Student-Athlete agrees to reimburse;
- d. A description of services to be provided to the Student-Athlete;
- e. The duration of the contract;
- f. The date of execution;
- g. A statement that the athlete agent is registered as an athlete agent in the state and a list of any other states in which the agent is registered as an athlete agent.

Per Oregon State law, Student-Athletes may cancel an Agency Contract within 14 days after signing. However, eligibility decisions based on the initial signing may remain in effect.

If the written Agency Contract does not include language as required by Oregon State law, it is voidable by the Student-Athlete or parent or guardian of the Student-Athlete (if a minor).

IX. Education/Workshop

OSU will provide Student-Athletes with both required and optional education opportunities including, but not limited to:

- a. Proper compliance and disclosure;
- b. Life skills, career development, and financial literacy;
- c. Business formation and tax liability;
- d. Impact on financial aid.

OSU will provide NIL-related educational opportunities via the OSU College of Business and through third party providers. All provided information will be for educational purposes only and is not a substitute for obtaining professional advice. Student-Athletes are encouraged to seek appropriate legal, tax, investment, financial, or other professional advice regarding NIL opportunities.

X. Additional Requirements and Guidelines

Student-Athletes should be aware of the following:

- a. Student-Athletes who are international students may be limited by their student-visa requirements to earn compensation for NIL activities. Prior to engaging in any NIL activities for compensation, international Student-Athletes should seek clarification from the Office of International Services.
- b. Compensation for NIL activities could impact eligibility for federal aid (i.e. PELL Grant). Student-Athletes that receive federal aid are advised to seek counsel from the Office of Financial Aid prior to engaging in NIL activities for compensation.
- c. Student-Athletes should not miss class to participate in NIL activities.

- d. Student-Athlete affiliation with Representatives of Athletics Interests, Representatives of Athletics Interests' businesses and OSU sponsors is allowable only when these representatives are engaging the Student-Athlete for purposes of NIL use and monitoring engagement pursuant to OSU's NIL policy. Financial transactions including the NIL Contract between Representatives of Athletics Interests and Student-Athletes must reflect a legitimate business arrangement regarding the Student-Athlete's NIL.
- e. Student-Athletes may not be compensated for athletic performance nor may compensation under an NIL Contract be used for recruiting purposes or as an enrollment inducement.
- f. Prospective Student-Athletes must comply with NCAA requirements and guidelines regarding NIL rights, as SB5 only applies to enrolled intercollegiate athletes.

XI. Enforcement/Sanctions

Violations of this NIL Policy may result in Student-Athletes loss of a right to participate in OSU Athletics.

XII. History

- a. Adopted: June 30, 2021
- b. Amended: September 13, 2021