



Name, Image, and Likeness

Below you will find important information regarding Name, Image, and Likeness (NIL), including the Ursinus College Athletics NIL policy, and FAQ's. If you have any questions please reach out to Associate Athletic Director Marqus Hunter at mhunter@ursinus.edu.

Name, Image, and Likeness (NIL) Frequently Asked Questions

1. What should I do prior to entering an NIL agreement with a third party?

- Student-athletes must notify the Ursinus College athletic department of any potential NIL agreement at least 7 days prior to signing an NIL contract (PA state law). This can be done by completing the [UC Athletics Student-Athlete Name, Image, and Likeness Activity Form](#).

2. Are there any restrictions on the types of brands, products, or services that a student-athlete can endorse or promote?

- Yes. a student-athlete may not endorse or promote a brand, product or service in the following categories:
 - Gambling;
 - Sports betting;
 - Controlled substances;
 - Cannabis;
 - A tobacco or alcohol company;
 - Alternative or electronic nicotine product or delivery system;
 - Performance enhancing supplements; or
 - Adult entertainment.

3. Ursinus College is located in Pennsylvania, but my permanent residence is New Jersey, do I still have to abide by the Pennsylvania state law?

- Yes. State laws apply to college student-athletes in the state they attend school not where they reside.

4. Would I be able to use any Ursinus College logos in any NIL activity I participate in?

- No. Student-athletes are not allowed to use any UC logos in any NIL activity

- 5. I would like to promote a product on Instagram live while warming up at practice, would I be allowed to do this?**
- No. Student-athletes are not allowed to participate in NIL activities when engaged in official team activities (e.g., practice, competition, media obligations, team travel, team meetings, etc.).
- 6. Figuring out the PA state law is pretty challenging to do on my own, would I be able to get an agent or lawyer to help me?**
- Yes. Student-athletes are allowed to use an agent, lawyer, or other professional service provider licensed in the state of Pennsylvania to ensure the NIL activity they are looking to pursue is allowed by PA state law.
- 7. The company that I am currently sponsored by has offered to increase my compensation if I am named first team all Centennial Conference at the end of my season, is this allowed?**
- No. NIL is NOT “Pay for Play”. Student-athletes must refrain from accepting compensation in exchange for athletic performance or participation; or as an inducement for enrollment. ONLY for their publicity/status as a student-athlete.
- 8. Can NIL earning affect my financial aid?**
- Yes. Money from NIL is considered additional taxable income, which would be reported on any need-based financial aid application. A change to an athlete’s adjusted gross income may change a student’s financial aid profile and potentially reduce eligibility for aid including Pell Grant or any other need-based financial aid. Questions related to a student-athlete’s receipt of financial aid should be directed to the Ursinus College’s Financial Aid Office.
- 9. Where can I find the full Ursinus College Athletics Name, Image, and Likeness interim policy?**
- The full Ursinus College Athletics Name, Image, and Likeness interim policy can be found below.

Ursinus College – Name, Image, and Likeness (NIL) Interim Policy for Student-Athletes

Purpose: Effective June 30, 2021, [Act 26 \(“Act”\)](#) went into effect in the State of Pennsylvania.

The Act permits student-athletes to use their name, image, likeness or voice (“NIL”) to earn compensation, commensurate with market value. A student-athlete is not permitted to earn compensation based on the student-athlete’s agreement to attend Ursinus College, athletic participation, or athletic performance. Ursinus College implements the following policy to provide student-athletes with guidance and the Ursinus College requirements related to NIL.

The NCAA adopted an interim policy that permits student-athletes to earn compensation for the use of a student-athlete's NIL without violating NCAA rules related to NIL. All other NCAA rules remain in effect. Student-athletes are prohibited from receiving an improper recruiting inducement, extra benefit or compensation based on athletics participation or performance, "pay for play."

Student-athlete status: A student-athlete is not considered an employee of Ursinus College based on the student-athlete's participation in intercollegiate athletics or receipt of other institutional aid. The following policy related to the use of a student-athlete's name, image and likeness for compensation, adopted consistent with state law, shall not be construed to create an employer-employee relationship between a student-athlete and Ursinus College.

Definitions: This policy incorporates by reference all definitions set forth in the Act and highlights the following definitions set forth in this policy:

"Booster" means an individual who has made a financial contribution to the institution, assisted in the recruitment of a prospective student-athlete, provided benefits of any kind to a current student-athlete or otherwise has been involved in promoting the institution's athletics program.

"Compensation" means anything of value provided to a student-athlete but does not include:

1. Tuition, room, board, books, fees, and personal expenses provided by Ursinus College in accordance with the rules of the athletic association or conference of which Ursinus College is a member;
2. Federal Pell Grants and other State and federal grants or scholarships unrelated to, and not awarded because of a student-athlete's participation in intercollegiate athletics or sports competition;
3. Any other financial aid, benefits, or awards that Ursinus College provides to a student-athlete in accordance with the rules of the athletic association or conference of which Ursinus College is a member;
4. The payment of wages and benefits to a student-athlete for work actually performed (but not athletic ability or participation in intercollegiate athletics) at a rate commensurate with the prevailing rate for similar work in the locality of Ursinus College.

"NIL agreement" or "publicity rights agreement" means a contract or other written or oral arrangement between a student-athlete and a third-party licensee regarding the use of the name, image, likeness, or voice of the student-athlete.

"Student-athlete" means a student currently enrolled at Ursinus College who engages in, is eligible to engage in, or may be eligible in the future to engage in, an intercollegiate athletics program at Ursinus College.

"Professional Service Provider" means an individual who provides third-party services to a prospective or current student-athlete. Professional Service Providers include, but are not limited to, an agent, tax advisor, marketing consultant, attorney, brand management company, or anyone who is employed or associated with such persons.

Requirements.

1. Student-athletes must disclose the following to Marqus Hunter, Associate Athletic Director:

- a. **NIL Activity.** A student-athlete must disclose any NIL activity at least seven (7) calendar days prior to entering into an agreement for the proposed activity. This can be done by completing the [UC Athletics Student-Athlete Name, Image, and Likeness Activity Form](#).
- b. **The use of agents or other professional service provider.** Student-athletes are permitted to use an agent or other professional service provider, e.g. attorney, for the purpose of exploring or securing compensation for the use of a student-athlete's NIL or publicity rights only.
- c. **Professional service provider agreement.** A student-athlete must disclose to Marqus Hunter, Associate Director of Athletics any representation agreement between the student-athlete and agent, attorney or other individual for the purposes of that individual exploring or securing compensation for the use of the student-athlete's NIL with a third-party **within 7 days** of the execution of the representation agreement. There will be an option for you to notify us while you're filling out the UC Athletics Student-Athlete Name, Image, and Likeness Activity Form.

2. Limitations and Prohibitions.

- a. **Mandatory athletics activities.** Ursinus College policy prohibits student-athletes from engaging in NIL compensation opportunities during mandatory athletic and team activities. The expectation is that NIL compensation opportunities will not conflict with academic or mandatory team activities.
 - i. This includes:
 - a. A student-athlete may only wear Ursinus College approved apparel, and gear during an intercollegiate athletics competition.
 - b. A student-athlete may not wear NIL sponsored gear, wearables, or other apparel during athletically related event or team activity
- b. **Ursinus College Prohibitions.** A student-athlete may not promote or endorse a brand, product or service that is determined by Ursinus College to be inconsistent with the values or mission of Ursinus College.
- c. **Pay for Play.** Student-athletes must refrain from accepting compensation in exchange for athletic performance or participation; or as an inducement for enrollment.
- d. **Ursinus College Staff may not.**
 - i. Enter into an NIL agreement or publicity rights agreement with a prospective or current student-athlete.
 - ii. Provide a prospective or current student-athlete or the student-athlete's family compensation in relation to the student-athlete's NIL
 - iii. Find or facilitate NIL opportunities for student-athletes

- iv. **Booster involvement.** A booster may not enter into or arrange for a third-party to enter into an NIL agreement or publicity rights agreement as an inducement to attend Ursinus College.
- e. ***Conflict with institutional contract or rules.*** A student-athlete may not enter into a NIL agreement or publicity rights agreement if performance of the agreement would conflict with an institutional contract or any other rule, regulation, standard or other requirement of the institution.
- f. ***Term of student-athlete contract.*** A contract for use of a student-athlete's NIL or publicity rights may not extend beyond the student-athlete's participation in the sport at the institution.
- g. ***Statutory Prohibitions.*** Pursuant to the Act, a student-athlete may not endorse or promote a brand, product or service in the following categories:
 - i. Gambling;
 - ii. Sports betting;
 - iii. Controlled substances;
 - iv. Cannabis;
 - v. A tobacco or alcohol company;
 - vi. Alternative or electronic nicotine product or delivery system;
 - vii. Performance enhancing supplements; or
 - viii. Adult entertainment.

3. **Use of Intellectual Property and Facilities.**

- a. ***Marks and Logos.*** Student-athletes are prohibited from the use of any Ursinus College related marks and logos, including all aspects of the uniforms or any other institutionally provided apparel;
- b. ***Athletic department facilities.*** "Student-athletes can utilize institutional facilities in the same manner as the student body for certain name, image, and likeness activity (ex: record a workout video in the fitness center and post on social media), but are subject to restrictions of access to third parties (ex: a film crew, etc.). Student-athletes may, subject to availability and the terms of a facility use agreement, use Ursinus athletic facilities to conduct camps, clinics, or lessons if the student-athlete pays the standard facility rental fee."

4. **Other considerations.**

- a. ***International student-athletes.*** International student-athletes should not enter into any compensation agreement without first checking with Ursinus College's International Students Office to ensure it complies with visa and immigration standards.
- b. ***Financial aid.*** Pell grants and other need-based aid could be affected by name, image, and likeness compensation. Questions related to a student-athlete's receipt of financial aid should be directed to the Ursinus College's Financial Aid Office.