



Name, Image, and Likeness Policy

Purpose

In accordance with Texas state law, The University of Texas at El Paso (UTEP or University) may not restrict enrolled student-athletes from earning compensation for use of their name, image, and likeness (also referred to herein as "NIL") when they are not engaged in official team activities, or from obtaining professional representation to secure name, image, and likeness opportunities. Additionally, UTEP may not provide or solicit enrolled or prospective student-athletes with compensation for use of their name, image, and likeness. In order to ensure that UTEP student-athletes and staff are complying with rules and laws set forth by the NCAA and State of Texas regarding student-athlete compensation, UTEP has adopted the following guidelines.

Section 1: Responsibilities of the UTEP Athletics Department

1. UTEP Athletics may not:
 - Adopt or enforce a policy, requirement, standard, or limitation that prohibits or prevents a student-athlete participating in an intercollegiate athletics program at UTEP from:
 - Earning compensation for the use of their name, image, and likeness when the student-athlete is not engaged in "official team activities," as described in part 5 of this section.
 - Obtaining professional representation (including an attorney licensed to practice law in Texas) for contracts or other legal matters relating to the use of the student-athlete's name, image, and likeness.
 - Provide or solicit a prospective student-athlete (PSA/recruit) with compensation in relation to the prospective student-athlete's name, image, and likeness.
 - Arrange or assist in securing compensation for student-athletes.
 - This includes, but is not limited to:
 - Setting up meetings/introductions
 - Scheduling of meetings or appearances
 - Marketing, advertising, or serving as a reference for any student-athlete
 - Collecting of compensation
 - Filing disclosure documents or signing student-athlete attestations
2. UTEP Athletics will provide general financial literacy and NIL education to all student-athletes.
 - See *Section 5: Education* for specific guidance on financial and life skills workshops.
3. A scholarship, grant, or similar financial assistance awarded to a student-athlete that covers cost of attendance at UTEP is not compensation for purposes of NIL related provisions.
4. A student-athlete may not be disqualified from eligibility for athletic financial aid because the student-athlete:
 - Earns compensation for the use of the student-athlete's name, image, and likeness.
 - Obtains professional representation for contracts or other legal matters relating to the use of the student-athlete's name, image, and likeness.
5. The University may not have team rules for an athletic program that prohibit or prevent a student-athlete from using their name, image, and likeness for a commercial purpose when the student-athlete is not engaged in official team activities.

“Official team activities” are any activities with an athletic or academic purpose involving student-athletes and at the direction of, or supervised by, one or more of the institution’s coaching or administrative staff. Such activities include, but are not limited to, the following:

- Practices
- Competition, including travel to and from away from home contests
- Strength and Conditioning sessions
- Mandatory class attendance
- Academic study hall
- Team or Department organized community service events
- Organized team promotional events
- Compliance meetings

Section 2: Responsibilities of UTEP Student-Athletes

A UTEP student-athlete:

1. Must, before entering into a contract, disclose to the Athletics Compliance Office any proposed contract they may enter into for the use of their name, image, and likeness.
 - See *Section 3: Disclosure Procedure and Attestation*, and the Athletics Compliance Office, for information regarding disclosure and attestation.
2. Is prohibited from using any UTEP logos, marks, or branding to earn compensation for their name, image, and likeness. This also includes instances where UTEP logos or marks are improperly modified, or a product of unauthorized or incorrect usage.
 - See [UTEP’s Graphic Identity Guide](#) for all University marks and logos.
3. May not enter into a contract for use of the student-athlete’s name, image, and likeness if:
 - Any provision of the contract conflicts with:
 - A provision of the student-athlete’s team rules
 - A provision of an institutional contract of UTEP
 - A policy of the Athletics Department
 - A provision of UTEP’s Handbook of Operating Procedures, or
 - A provision of a University honor code
 - The compensation for use of the student-athlete’s name, image, and likeness is provided:
 - By UTEP
 - In exchange for athletic performance or attendance at UTEP
 - In exchange for property owned by UTEP
 - In exchange for providing an endorsement while using intellectual property or other property owned by UTEP
 - In exchange for an endorsement of
 - Alcohol
 - Tobacco products
 - E-cigarettes or any other type of nicotine delivery device
 - Anabolic steroids
 - Sports betting
 - Casino gambling
 - A firearm that the student-athlete cannot legally purchase, or
 - A sexually oriented business as defined in [Section 243.002, Local Government Code](#)
 - The duration of the contract extends beyond the student-athlete’s participation in the intercollegiate athletics program

4. Is not considered an employee of UTEP based on the student-athlete's participation in the intercollegiate athletics program.
5. Is responsible for any taxes or documenting of income as it relates to their name, image, and likeness.
6. May earn compensation from selling their autograph in a manner that does not otherwise conflict with applicable laws, rules, and regulations.
7. May obtain professional representation (including an attorney licensed to practice law in Texas) for contracts or other legal matters relating to the use of the student-athlete's name, image, and likeness.

Section 3: Disclosure Procedure and Attestation

UTEP student-athletes will be required to submit a disclosure and attestation form to the UTEP Athletics Compliance Office for all proposed contracts for use of their name, image, and likeness. The forms will be accessible to the student-athletes and may be submitted to the Athletics Compliance Office via *INFLCR*. The Athletics Compliance Office will then review the form to ensure compliance with laws and provisions regarding name, image, and likeness.

Section 4: Disclosure of Noncompliance

If UTEP identifies a provision in a contract disclosed to UTEP by a student-athlete that conflicts with a provision in the student-athlete's team rules, a provision of an institutional contract of UTEP's, a policy of the Athletics Department, a provision of UTEP's Handbook of Operating Procedures, or a University honor code provision, UTEP shall promptly disclose the conflict to the student-athlete or the student-athlete's representative. The student-athlete or the student-athlete's representative is responsible for resolving the conflict no later than 10 days after the date of the disclosure.

Section 5: Education

UTEP shall require each student-athlete to attend a financial literacy and life skills workshop at the beginning of the student-athlete's first and third academic years. The workshop shall be at least 5 hours in duration and include information on financial aid, debt management, time management, budgeting, and academic resources available to the student-athlete. During the workshop, UTEP may not allow any presenter or provider of financial products or services to:

- Market, advertise or refer the provider's services to a student-athlete, or
- Solicit a student-athlete to use the provider's services.

Section 6: Boosters

Boosters are allowed to enter into a contract with a UTEP student-athlete for the use of name, image, and likeness in exchange for money, goods, or services.

- Student-athletes must disclose to the UTEP Athletics Compliance Office any such contract with boosters or potential boosters.
- Such contracts could still be subject to restrictions under state or federal laws as well as NCAA rules. UTEP staff members cannot assist with setting up or arranging for student-athletes to participate in NIL related contracts or activities with boosters. UTEP staff may, however, forward information about potential NIL opportunities to enrolled student-athletes for their own consideration, including whether an opportunity is beneficial, legitimate, complies with NIL rules, and any other considerations.

Section 7: Prospective Student-Athletes

Individuals, corporate entities, and other organizations may not:

- Enter into any arrangement with a prospective student-athlete relating to the prospective student-athlete's name, image, and likeness to recruit a PSA to UTEP.
- Use inducements of future name, image, and likeness compensation arrangements to recruit a PSA.

Section 8: Violations and Consequences

UTEP may implement penalties for student-athletes for noncompliance with the NIL policy. Each case of noncompliance will be reviewed on a case by case basis.

For questions regarding NIL, please reach out to the UTEP Athletics Compliance Office.

Camilla Carrera
Director of Compliance
915-747-6783
cjcarrera@utep.edu

Fadia Rouhana
Athletics Student Aid Coordinator
915-747-8607
frouhana@utep.edu

*Note that guidelines in this policy are subject to change dependent upon local, state, and federal laws as well as any changes to NCAA rules.