

Name, Image, Likeness FAQ for Donors/Fans

May I provide name/image/likeness-compensation to a prospective student-athlete (i.e., PSA)?

No. [The Texas law](#) states, “No individual, corporate entity, or other organization may: (1) enter into any arrangement with a prospective student-athlete relating to the prospective student-athlete’s name, image, or likeness prior to their enrollment in an institution of higher education; or (2) use inducements of future name, image, and likeness compensation arrangement to recruit a prospective student-athlete to any institution of higher education.” PSAs may also be subject to amateurism rules of various state athletics associations that prohibit a PSA from using their NIL for compensation.

May I enter into an agreement with a University of Texas, El Paso student-athlete (i.e., SA) for the use of the SA’s name, image or likeness (i.e., NIL) in exchange for money, goods or services?

Yes, subject to restrictions in state laws, as well as potential federal laws and NCAA rules; however, before a SA enters into such a contract, the SA must disclose to UTEP Athletics any proposed contract for use of the SA’s name, image, or likeness.

Does the Texas NIL law mean that a donor or fan of The University of Texas, El Paso may provide a student-athlete (i.e., SA) with any amount of compensation at any time as long as it is in exchange for the use of the SA’s NIL?

No. There are some restrictions. Of those restrictions, the most significant prohibit SAs from profiting from their NIL when they are engaged in official team activities and prohibit receiving compensation for their NIL that is based on:

- The SA’s enrollment or attendance at The University of Texas, El Paso, or
- The SA’s athletic performance at The University of Texas, El Paso.

May The University of Texas, El Paso or its staff members assist a SA with arranging for the SA to utilize their NIL for compensation with my business, etc.?

No. The University of Texas, El Paso and its staff members may not arrange for our SAs to participate in NIL contracts or activities; however, we may forward information about legitimate NIL-opportunities to our SAs for their consideration. There are two reasons: (1) Texas’ NIL law precludes an institution from providing NIL compensation and (2) Texas law generally prohibits the use of state resources for private gain.

May I act as a marketing agent for a SA?

Yes, you may, but any agreement with the SA must be limited to marketing the SA’s NIL. Furthermore, if you are also an athlete agent*, then you must be [registered and bonded as an athlete agent with Texas’ Secretary of State](#) and may not initiate any communication related to professional sport representation with the SA or SA’s family outside of athlete agent interviews organized by The University of Texas, El Paso.

**Texas law defines an athlete agent as an individual who for compensation, directly or indirectly recruits or solicits an athlete to enter into an agent contract, a financial services contract, or a professional sports*

If you have specific questions, please contact UTEP Compliance

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services contract with that individual or another person; or for a fee, procures, offers, promises, or attempts to obtain employment for an athlete with a professional sports team.

May The University of Texas, El Paso or UTEP Athletics marks, logos or other institutional property be used in a proposed NIL-contract with a UTEP SA (e.g., SA filming endorsement ad while wearing UTEP hat)?

No. Texas state law prohibits SAs from earning NIL-compensation in exchange for property owned by The University of Texas, El Paso or UTEP Athletics, or, for providing an endorsement while using intellectual property or other property owned by The University of Texas, El Paso or UTEP Athletics.

May a SA receive NIL-compensation based on the SA's athletic performance at The University of Texas, El Paso?

No.

May an NIL contract stipulate that an SA must compete for, or attend, The University of Texas, El Paso (or any other NCAA member school)?

No.

May I compensate a SA when for the SA's NIL when the SA is engaged in official team activities?

No. For example, if a SA is at a UTEP Athletics-organized fan event or at an away-from-home competition, you may not compensate the SA for the SA's autograph or photo because the SA is engaged in official team activities. In short, if the SA is participating in some activity because the University or UTEP Athletics organized it, then it's an official team activity.

Are there any industries or products that SAs may not endorse?

Yes. Texas law prohibits a student-athlete from entering into a contract for the use of the student-athlete's name, image or likeness in exchange for an endorsement of:

- Alcohol
- Tobacco products
- E-cigarettes or any other type of nicotine delivery device
- Anabolic steroids
- Casino gambling
- A firearm the student athlete cannot legally purchase, or
- A sexually oriented business as defined in [Section 243.002, Local Government Code](#)

Texas law also prohibits student-athletes from entering into a contract for the use of the student-athlete's name, image or likeness if it conflicts with:

- A provision of an institutional contract:
 - UTEP's significant partnerships/contracts
 - UTEP's Corporate sponsors
- A provision of a team contract (e.g., Athletics Scholarship Agreement)
- A policy of UTEP Athletics (e.g., [SA Code of Conduct and Expectations](#))
- A provision of the honor code of the University
 - [UTEP Student Conduct and Discipline Policy](#)

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What are other examples of when a SA may not engage in NIL-activity for compensation, according to Texas law or Federal law?

Other prohibited examples include compensation for SA NIL activity:

- When the SA is not a US citizen and the SA's visa prohibits employment
- In exchange for:
 - Property owned or produced by the University or UTEP Athletics (e.g., current jersey, equipment, photos, social media artwork, etc.)
 - An endorsement while using The University of Texas, El Paso intellectual property or other University-owned property (e.g., paying for photo of student-athlete wearing UTEP apparel or while on UTEP's campus)

How long may a SA's NIL-related contract last?

The duration of the SA's contract may not extend beyond the student athlete's participation in UTEP's intercollegiate athletics program.

Can I just give money to a SA because of their status as a student-athlete?

No. NCAA extra benefit and recruiting inducement rules still apply. Payment for NIL activities must include an action on the SA's part (e.g., promotion, appearance, autograph, etc.). Otherwise, the payment could be an extra benefit or preferential treatment violation and jeopardize the SA's eligibility for athletics participation.

Is there a limit to how much I can pay a SA for an autograph?

There are some limitations. Specifically, SA's are prohibited from profiting from their NIL when they are engaged in official team activities or when they receive compensation for their NIL that is based on:

- Their enrollment or attendance at UTEP;
- Their athletic performance at UTEP; or
- That violates other University or NCAA rules.

It is in your best interest to first discuss with UTEP Athletics to avoid impacting the SA's eligibility to represent The University of Texas, El Paso as a student-athlete. Email UTEP Compliance for consultation.

If you have specific questions, please contact UTEP Compliance