

CLARK ATLANTA UNIVERSITY

Policy 15.02: Name, Image, and Likeness Policy (NIL)



CLARK ATLANTA UNIVERSITY		
POLICY and Procedure	Subject: Name, Image, and Likeness (NIL)	
Department: Athletics Department	Review Date: 4/21/2023 4/27/2023 Effective Date: 12/12/2023	Policy Owner: Athletic Director
Distribution: This policy applies to all employees, faculty, and staff, all divisions, departments, students, and units of Clark Atlanta University.	Required Approval: President of Clark Atlanta University	No. of Pages: 10
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Signed by Dr. George T. French Jr., President		12/12/2023

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1.0 Policy Statement

Clark Atlanta University has a legal and educational obligation to comply with National Collegiate Athletic Association (NCAA) Interim Name, Image, and Likeness (NIL) Policy July 1 , 2021.

Within the last few years, athletics' growing popularity has fundamentally changed how society views student-athletes. Clark Atlanta University (CAU) recognizes and embraces student-athletes' rights to receive compensation for using their name, image, and likeness. CAU also acknowledges the need for clear guidance for the student-athlete, endorsing companies, and the institution to ensure transparency of the process with full disclosure of any potential conflict as well as to continue to support the student-athletes academic progress. This policy (1) provides guidance concerning compliance with this law and (2) sets forth rules for the administration of the policy. This policy is subject to change.

Clark Atlanta University strongly believes that our student-athletes are "students first" and that endorsing companies should be mindful that contracts should enhance and not detract from the student experience.

2.0 Procedure Narrative

2.1 Background:

Effective July 1, 2021, the State of Georgia's General Assembly enacted HB617. This legislation provides that student-athletes participating in intercollegiate athletic programs at postsecondary educational institutions may receive compensation for the use of the student athlete's name, image, or likeness ("NIL"); to provide for application to the NCAA; to allow for professional representation of such student-athletes participating in intercollegiate athletics; to allow team contracts to provide for pooling arrangements subject to certain conditions; to provide for findings; to provide for definitions; to provide for contingent effectiveness; to provide for related matters; to repeal conflicting laws and for other purposes.

The Georgia State Law GA State Law House Bill 617 also states that NIL athletes can be paid amounts "commensurate with market value" for the commercial use of their name, image, or likeness. The law requires athletes to report their NIL deals to their schools, requires schools to provide "financial literacy and life skills" training to athletes, allows athletes to be represented by agents or attorneys "about contracts or legal matters," and forbids "an intercollegiate athletic association," such as the NCAA or a conference, from penalizing an athlete for receiving NIL compensation. Georgia law doesn't permit schools to pay athletes for using their NIL and doesn't permit payments from any source as recruiting inducements or pay-for-play. It includes a provision that gives schools the option of requiring athletes to contribute up to 75% of their NIL earnings into a fund for the benefit of other athletes, which is called the "pooling option."

Effective June 30, 2021, all three NCAA divisions adopted a uniform interim policy suspending NCAA name, image, and likeness rules for all incoming and current student-athletes. The temporary policy will remain in place until federal legislation or new NCAA rules are adopted.

2.2 Name, Image, and Likeness – General Compensation Guidelines

- A. A student-athlete at Clark Atlanta University may earn compensation for using the student-athlete NIL.
- B. Such compensation must be commensurate with the market value of the authorized use of the student athlete's NIL.
- C. Such compensation may not be provided in exchange, in whole or in part, for a current or prospective student-athlete to attend, participate, or perform at Clark Atlanta University.
- D. A student athlete's scholarship will not be revoked, or scholarship eligibility will not be adversely impacted because a student-athlete exercises their right to earn compensation for using NIL or obtain professional representation. This provision applies to both athletic and non-athletic scholarships.
- E. No student-athlete will receive compensation for using the student-athlete NIL when the student engages in official intercollegiate athletic program (NCAA) activities.
- F. A student-athlete shall not enter into a contract providing compensation to the student-athlete for the use of the student-athlete NIL if a provision of such agreement conflicts with the student-athlete team contract.

Note: Pell grants and other need-based or merit aid could be affected by NIL compensation. Questions regarding student aid should be directed to Athletic Department.

2.3 Name, Image, and Likeness – Institutional and Athletic Association Restrictions

- 1. No officer, director, employee, or agent of Clark Atlanta University will provide a current or prospective student-athlete with compensation for using the student-athlete NIL.
- 2. CAU will not adopt or maintain any policy, regulation, rule, standard, or other requirements that prevent a student-athlete from earning compensation from using such student-athletes NIL.
- 3. CAU will not communicate with any entity regarding specific student-athletes' requests/demands for compensation.

4. CAU will not proactively assist in the development, creation, execution or implementation of a student-athlete's NIL activity to the extent the same services are not provided to other CAU students.
5. CAU will not provide services (other than education) to support NIL activity unless the same benefit is generally available to CAU's students.
6. CAU will not provide access to equipment to support NIL activity (e.g., cameras, graphics software, computers, etc.) unless the same benefit is generally available to CAU students.
7. CAU will not allow student-athletes to promote their NIL activity while on call for required athletically related activities (e.g., practice, pre- and postgame activities, celebrations on the court, press conferences).
8. No CAU officer, director, employee, or agent is permitted to represent enrolled or prospective student-athletes for NIL deals, including securing and negotiating deals on behalf of the student-athlete.
9. No individual or entity acting on behalf of CAU's Athletics Department is permitted to represent any enrolled or prospective student-athlete for NIL deals, including securing and negotiating deals on behalf of the student-athlete.
10. CAU will not enter into a contract with any student-athlete for the sale of products related to the student-athlete's NIL.
11. No CAU officer, director, employee, or agent who own businesses separate from the institution is permitted to provide NIL deals with an enrolled or prospective student-athlete.
12. CAU is a member of the NCAA intercollegiate athletic association.
13. NCAA will not prevent a student-athlete from receiving compensation or penalize a student-athlete for earning a bonus resulting from the student-athletes payment for using the student's NIL.
14. NCAA will not prevent CAU's participation in intercollegiate athletics or penalize CAU due to a student-athlete earning compensation for using the student's NIL.
15. The NCAA will not participate in revenue sharing with student-athletes, e.g.: Broadcast revenue, NIL revenue.
16. Student-athletes are not permitted to receive compensation directly or indirectly for promoting an athletics competition in which they participate.

2.4 Student Athlete Use of Clark Atlanta University Trademarks and Logos

A student athlete's right to receive compensation for using their NIL does not include the right to use Clark Atlanta University's marks. Any use of CAU's marks must comply with the CAU's policy regarding trademarks, logos, colors, and licensing agreements.

If a student-athlete is uncertain whether the student-athlete can use a logo or trademark, or CAU colors, contact the Athletic Office.

2.5 Team Contracts – Conflict Resolution Process

Note: any guidance provided by employees or agents of CAU does not constitute legal, tax, or other professional advice. A student-athlete should consult a qualified professional if such advice is desired.

The following are the steps that a student-athlete must take before entering into a contract for compensation for using the student-athlete NIL.

1. Use of a student athlete's NIL for a transaction or collaboration constitutes a contract, whether such agreement is written, verbal, or agreed to online.
2. A student-athlete who enters into a contract providing compensation to the student-athlete for using the student-athlete NIL must disclose such contract to the Athletic Director and Office of General Counsel before the student-athlete enters into the contract.
3. This disclosure provides the actual contract to the Athletic Director and Office of General Counsel.
4. A student-athlete shall not enter into a contract providing compensation for using the student-athlete NIL if a provision of such agreement conflicts with the student-athlete's team contract.
5. Contracts shall not promote the behavior of a student-athlete that would otherwise violate CAU's standards of student conduct as outlined in the CAU's Student Code of Conduct and Student Handbook.
6. The Athletic Director will review the applicable documents to determine if a conflict exists. The decision of the Athletic Director is final and cannot be appealed.
7. If CAU asserts a conflict with a team contract, CAU will disclose to the student-athlete or the student-athlete's representative the relevant provisions of the agreement that are stated to be in conflict.
8. CAU acknowledges that any team contract entered into on or after July 1, 2021, will not include any provision which prevents or discourages a student-athlete from receiving compensation for the use of the student-athlete NIL when the student is not engaged in official activities of the intercollegiate athletic program.

2.6 Student Athlete and Professional Representation

Neither CAU, NCAA, nor the Athletic Director will prohibit a student-athlete from obtaining professional representation about contracts or legal matters, including but not limited to the picture provided by athlete agents, who are certified as provided for under Chapter 4A of Title 43, or legal representation provided by attorneys, who are licensed to practice law in the state of Georgia.

2.7 Responsibilities

Agent Responsibilities:

Agents must comply with the federal Sports Agent Responsibility and Trust Act, established in 15 U.S.C. Section 7801, et seq., in their relationships with student-athletes. Professional representation concerning contracts or legal matters. Agents must be certified under Chapter 4A of Title 43.

Student-Athlete Responsibilities:

- Must fully disclose any contract providing compensation to the student-athlete for using the student-athlete NIL before entering into the contract.
- Must disclose the contract to the Athletic Director and Office of General Counsel.
- Must attend a financial literacy and life skills workshop for a minimum of five hours at the beginning of the student athlete's first and third academic years. CAU reserves the right to extend the length of or the number of times this educational opportunity is required of the student-athlete.

Athletic Director Responsibilities:

- Responsible for administering this policy.
- Oversee the process in a timely fashion.
- Facilitate the resolution of any alleged conflicts between a student athlete's team contract and the contract providing compensation to the student-athlete for using the student athlete's NIL.

International Student-Athlete Responsibilities:

CAU's international student-athletes should not enter into any compensation agreement without first checking with the Athletic Department/Office and the Office of International Programs to ensure that the compensation agreement complies with visa and immigration requirements.

2.8 Policy Violations

All students must comply with CAU's policies regardless of athletic status. Failure to comply with all CAU guidelines may result in disciplinary action consistent with CAU's Code of Student Conduct. Failure to abide by this policy may also result in the student-athlete losing eligibility, including suspension from team activities or competition and additional NIL education or training.

2.9 Implementing Authority

The implementing authority of this policy is the Athletic Department. [Note that due to anticipated changes in NCAA rules or in statute, this policy is subject to change.]

3.0 Definitions

Agent: An individual who represents student-athletes. All agents must comply with the federal Sports Agent Responsibility and Trust Act, established in 15 U.S.C. Section 7801, et seq., in their relationships with student-athletes. Agents must be certified under Chapter 4A of Title 43.

Compensation: Any form of payment or remuneration, including but not limited to cash, promotions discounts, free merchandise/food/product, gifts, in-kind items of value, social media compensation, digital currency, payments for licensing or use of publicity rights, payments for other intellectual or intangible property rights under federal or state law, and any other form of payment or remuneration.

Compensation does not include any of the following items:

1. Educational expenses or financial aid, benefits, or awards provided to a student-athlete by the rules of NCAA;
2. Federal or state grants or scholarships;
3. Payments of wages or benefits for similar work in Georgia to a student-athlete for work performed other than for athletic ability or participation in collegiate activities;
4. Institutional or federal work-study wages.

If a student-athlete is uncertain whether something being received would be considered compensation, contact the Athletic Director. *

Image: Picture of the student-athlete.

Likeness: Physical, digital, or other depiction or representation of the student-athlete.

Name: Defined as the first or last name, or the nickname, of the student-athlete when used in a context that reasonably identifies the student-athlete with mainly,

Name of intercollegiate athletic association: The athletic association (NCAA) acts as an organizing, sanctioning, scheduling, or rule-making body for intercollegiate athletic events in which Clark Atlanta University participates.

Market value: Total compensation consistent with like services provided by others within a 50-mile radius of Clark Atlanta University.

Official activities: Any event or activity sponsored or controlled by Clark Atlanta University and its athletic department. This could include but is not limited to, a regularly scheduled practice, game, team appearance, or other activities associated with the athletic program at Clark Atlanta University.

Promotional activity: Any use of a student athlete's NIL to promote the commercial endeavors of any entity, including media. Activities could include but are not limited to speaking engagements, personal appearances, signings, endorsements, social media platforms, and other events.

Student athlete: A student enrolled at Clark Atlanta University (CAU) who participates in or is eligible to participate in any intercollegiate athletic program at CAU. A person who is permanently ineligible to participate in a particular intercollegiate athletic program is not a student-athlete for such an athletic program.

Team contract: Any written agreement between a student-athlete and Clark Atlanta University or a division, department, program, or team of CAU includes goals and objectives, standards, prohibitions, rules, or expectations applicable to the student-athlete. Clark Atlanta University students and athletes are not permitted to enter into an arrangement with (a) lotteries, casinos, sports wagering facilities, or online equivalents; (b) products and establishments that market products exclusively to those 18 years of age or older; (c) adult entertainment (strip clubs, pornography, etc.); (d) tobacco, marijuana, nicotine vapor products, etc.; (e) apparel, sportswear, footwear, athletic leisurewear during all team activities; (f) providers of higher education (other colleges or universities), health care, and related services.

4.0 Entities Affected by this Policy

This policy applies to all employees, faculty and staff, all divisions, departments, students, and units of Clark Atlanta University.

5.0 FAQ's

Please direct all inquiries regarding this policy to NILathletics@cau.edu.