

NAME, IMAGE, AND LIKENESS POLICY

1. PURPOSE

On April 21, 2021, the General Assembly for the State of Arkansas passed a bill for the ability of student-athletes to profit off of their name, image and likeness by creating the Arkansas Student-Athlete Publicity Rights Act ([Ark. Code Ann. § 4-75-13](#)).

2. DEFINITIONS

Commercial Use - The use of an individual's readily identifiable name, voice, signature, photograph, or likeness: for advertising, selling or soliciting purchases of products, merchandise, goods or services; or on in connection with products, merchandise, goods or other commercial activity that is not exempt; it does not include the use of an individual's name, voice, signature, photograph, or likeness to identify the individual for the purpose of : data collection or data reporting and supplying the data collected or reported; or data processing, data matching, data distribution, or data licensing

Image - A picture or other recognizable visual representation of a student-athlete

Likeness - A reproduction of an image of an individual by any means other than a photograph

Name - The first, middle, or last name of a student-athlete; or when used in a context that reasonably identifies a student-athlete with particularity: the initials of the student-athlete; or the nickname of the student-athlete

Photograph - A reproduction of an image of an individual that readily identifies the individual, whether made by photography, videotape, live transmission or other means.

Publicity Right - A right that is recognized under state or federal law that permits an individual to control and profit from commercial use of the individual's name, image, voice, signature, photograph or likeness

Student-Athlete - An individual enrolled at an institution of higher education who is eligible to engage in any varsity intercollegiate athletics program at the institution; it does not include an individual who is permanently ineligible to participate in a particular varsity intercollegiate athletics program for the purposes of the particular varsity intercollegiate athletics program

Third-Party Licensee - An individual or entity that licenses, secures, or uses the publicity rights of a student-athlete or that provides compensation in any form to a current or prospective student-athlete, or anyone on behalf of the student-athlete, in exchange for

the student-athlete's using, displaying, referring to, mentioning, endorsing, advertising, selling, marketing, promoting, or soliciting the purchase of a product, merchandise, good, service, organization or business; it does not include an athletic association, athletic conference, club or supporting foundation that is authorized by an institution of higher education and established solely to advance the purposes of the institution of higher education.

3. RIGHT TO COMPENSATION

- Per the Arkansas Student-Athlete Publicity Rights Act, student-athletes may enter into a contract and receive compensation for the commercial use of the student-athlete's publicity rights.
- UA Cossatot shall not uphold any rule, requirement, standard, or other limitation of an athletic association (NJCAA) or athletic conference that prevents a student-athlete from earning compensation for the commercial use of the student-athlete's publicity rights.
- Earning Compensation for the commercial use of a student-athlete's publicity rights shall not affect the student-athlete's scholarship eligibility.
- An athletic association (NJCAA) athletic conference, or any other organization with authority over varsity intercollegiate athletics shall not:
 1. Prevent a student-athlete from receiving compensation for the commercial use of the student-athlete's publicity rights
 2. Penalize a student-athlete for receiving compensation for the commercial use of the student-athlete's publicity rights
 3. Prevent UA Cossatot from participating in varsity intercollegiate athletics, or otherwise penalize UA Cossatot, as a result of a student-athlete's receipt of compensation.

4. CONFLICTS

A third-party licensee or student-athlete shall not enter into a contract for the commercial use of the student-athlete's publicity rights if the contract:

- Requires the student-athlete to endorse, use, solicit, sell, market, advertise, promote, refer to, mention, display, or otherwise promote the name, image, logo, product, service, purpose, campaign, business, digital or physical address, or location of any third-party licensee or commercial entity during a UA Cossatot Athletics practice, competition or other activity.
- Conflicts with a term or condition of a contract, policy, rule, regulation, or standard of UA Cossatot.

- Involves the student-athlete's performance or lack of performance in a UA Cossatot Athletics competition.

A contract that is in violation of these regulations is void and unenforceable.

5. REPRESENTATION

An agent, athlete agent, financial advisor, or attorney who is providing professional representation of a student-athlete shall be licensed, as applicable, in the state of Arkansas. UA Cossatot, athletic association (NJCAA), athletic conference, or other organization with authority over UA Cossatot Athletics shall not prevent a student-athlete from participating in a varsity intercollegiate sport, or otherwise penalize a student-athlete, for obtaining professional representation in connection with an opportunity to earn compensation for the commercial use of the student-athlete's publicity rights.

A student-athlete may rescind a publicity rights contract with a third-party licensee or a contract for professional representation related to publicity rights without being held liable for breach of contract and with no obligation to return payments received before giving notice of termination if the student-athlete is no longer: 1) Enrolled at UA Cossatot; 2) Eligible to engage in any UA Cossatot Athletics program; 3) Participating in varsity intercollegiate athletics at UA Cossatot.

6. DISCLOSURE

A student-athlete who enters into a contract related to the commercial use of the student-athlete's publicity rights shall disclose to the UA Cossatot Athletic Director (Compliance Office) the existence of the contract, including the contract terms, conditions, parties and compensation amounts. The institutional disclosure form and contract must be submitted **AT LEAST THREE (3) BUSINESS DAYS** prior to any deal or agreement being signed or entered.

A professional representative of a student-athlete (i.e., agent) for a contractual or legal matter regarding the student-athlete's opportunity to earn compensation for the commercial use of the student-athlete's publicity rights shall disclose to the UA Cossatot Athletic Director (Compliance Office) the existence of the contract, including the contract terms, conditions, parties and compensation amounts. The contract must be submitted to the UA Cossatot Athletic Director (Compliance Office) **WITHIN 48 HOURS** of the contract being signed and executed by both the student-athlete and professional representative.

7. NIL LIMITATIONS

Based on the State of Arkansas Student-Athlete Publicity Acts Right, a student-athlete can earn compensation, but will not be allowed to utilize any of the following related to UA Cossatot Athletics.

- Name, nicknames, trademarks, service marks
- Landmarks, facilities, monuments
- Trade dress or uniforms
- Songs, mascots, slogans, cheers
- Logos, images, symbols, insignias
- Radio, television, podcasts or other broadcasts and other intellectual property

Based on the State of Arkansas Student-Athlete Publicity Rights Act, student-athletes are prohibited from earning compensation from individuals who are in connection with, related to or associated with the development, promotion, production, distribution, wholesaling or retailing of companies in the following industries or areas:

- Adult entertainment, sexually suggestive or oriented products, services, conduct or imagery or inferences
- Alcohol, alcohol-related products, services, depictions or references to alcohol consumption and/or abuse
- Casinos, gambling, gaming or gambling related products/services
- Tobacco products, marijuana or electronic smoking products/devices
- Pharmaceuticals, controlled substances, drug paraphernalia
- Inherently Dangerous Weapons (i.e., firearms/ammunition/explosives)
- Profanity, racist, sexist, xenophobic, homophobic, transphobic, hateful, demeaning or degrading language or statements.
- Any product, substance, or method that is prohibited in competition by the NJCAA, or other organization governing intercollegiate athletic competition.

8. ENFORCEMENT

If at any point a student-athlete enters into a contract or agreement that is not in alignment with standards as designated by Arkansas State Law, the student-athlete will be required to halt all action in fulfilling the contract until the contract can be altered to adhere to NIL guidelines as outlined by the State of Arkansas.

Additionally, each contract and agreement is subject to the requirements outlined in the disclosure section of this policy. Should the deadlines not be met, the contract could be voided and cause delay in beginning your obligations for said company or individual.

If any of the requirements of the policy are violated, the student-athlete will be subject to restrictions, disciplinary action or procedures deemed appropriate by UA Cossatot.

Policy History:

November 1, 2021

PROCEDURE: NONE