



STUDENT-ATHLETE NAME, IMAGE, LIKENESS GUIDELINES

STATEMENT OF PURPOSE

The Department of Athletics is committed to supporting student-athletes and their pursuit of name, image, likeness (NIL) activities in accordance with applicable NCAA and/or state or federal laws while continuing to further the mission of the Department of Athletics - to foster a culture that provides the opportunity to develop student-athletes through success in academics and competition to achieve excellence in life. These NIL guidelines apply to all student-athletes participating in intercollegiate athletic programs at Ohio State and outline the expectations surrounding a student-athlete's involvement in NIL activities while encouraging our student-athletes to take advantage of these new opportunities. As some of the University's most visible ambassadors, student athletes at Ohio State are expected to conduct themselves in a manner that will reflect positively upon themselves, their families, coaches, teammates, the Department of Athletics and The Ohio State University.

These guidelines apply to a student-athlete when they initially enroll as a full-time student or when they begin official practice at Ohio State, whichever occurs first.

Under Ohio law, a student-athlete may earn compensation as a result of the use of student-athlete's name, image, or likeness. These activities include but are not limited to autograph signings, personal appearances, social media endorsements, camps/clinics, private lessons, and promoting a commercial product or service. Compensation means any form of payment, including but not limited to cash, gifts, in-kind items of value, discounts, social media compensation, payments for licensing or use of publicity rights, and payments for other intellectual or intangible property rights. **Unless expressly stated, because Ohio State wants to assist you in complying with NCAA and institutional rules, these Guidelines cover both uncompensated and compensated NIL activities (hereinafter NIL Activity or NIL Activities).**

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As a student-athlete at The Ohio State University, the following applies to your participation in any NIL Activity:

- If you are receiving compensation for your NIL Activity, you must submit your proposed **verbal or written** NIL agreement to Ohio State through Opendorse **in advance**. Ohio State will review the proposed agreement to determine if there is a conflict with any Ohio State contract. If there is a conflict:
 - Ohio State will inform you of the relevant contract provision that is in conflict;
 - You cannot enter into the proposed contract, but you may negotiate a revision to the proposed contract to avoid the conflict; and
 - You must submit the revised contract to Ohio State for review before you enter into the NIL Activity to ensure compliance with these guidelines and Ohio law.
- If you do not perform the work agreed upon in your NIL agreement in order to receive compensation (i.e., money, product, or other benefits), you could jeopardize your eligibility.
- You may not participate in NIL Activities in an OSU athletics facility (including fields and other venues) without express permission from Carey Hoyt (hoyt.171@osu.edu) and you must pay the applicable university rental rate [ohiostatebuckeyes.com/rental-information-guidelines-pricing]. You may also be asked to sign related agreements, provide liability insurance, etc. You may not participate in NIL Activities in athletics areas that are un-rentable (ex. locker rooms, medical/athletic training areas, team meeting rooms/lounges, hallways, etc.).
- You may not participate in NIL Activities in other OSU facilities without express permission from Ohio State's Scheduling Office [registrar.osu.edu/scheduling/SchedulingPolicies.asp] and you must pay the applicable university rental rate. You may also be asked to sign related agreements, provide liability insurance, etc.



- You may not participate in an NIL Activity while required to be present for practice, scrimmage, or competition. This time period covers the time you have to report for practice, scrimmage, or competition until you are released by your sports program and have departed the athletic facility.
- You may not participate in any NIL Activities during official team activities, on- or off-campus:
- **OFFICIAL TEAM ACTIVITY:** means practices, competitions, exhibitions, scrimmages, team appearances, team and individual photograph sessions, sports camps sponsored by Ohio State, outside competitions where the student-athlete's appearance and expense are funded by Ohio State, team meetings, team travel to and from competitions, community service events, and media appearances and interviews (regardless of whether the activity takes place on or off campus)
- **TEAM TRAVEL:** During home and away competitions, including team travel AND outside competitions funded by Ohio State, you are representing Ohio State Athletics; as such, no NIL activities may occur from the time the student-athlete reports to and enters an Ohio State facility or transportation, until the student-athlete leaves the Ohio State facility or transportation. The only exception during team travel is if there is a designated "free time" on your team travel itinerary.
- You should understand that there might be consequences if you choose to miss class or any other academic obligations to participate in any NIL Activity.
- During NIL Activities, you may not use any Ohio State trademarks, service marks, logos, symbols or other intellectual property of Ohio State (including wearing apparel with Ohio State trademarks or logos) [ohiostatebuckeyes.com/wp-content/uploads/2021/06/Ohio-State-IP-Trademarks.pdf] without prior written permission from Ohio State's Office of Trademark and Licensing Services. Any merchandise that contains Ohio State trademarks, service marks, logos, symbols, or other intellectual property need to be manufactured by University licensees. Consult Ohio State Trademark & Licensing Services for additional information [trademarklicensing.osu.edu/page/contact-us].
 - Only **designated Ohio State staff members** may be involved in your NIL Activities (designated staff members shall not include coaches). The designated staff members may assist with facilitating a connection for an NIL activity and educate outside entities on the NIL best practices at Ohio State. You may not compensate (money or other goods, services or compensation) a coach or any staff member, including NIL designated staff. Staff members include, but are not limited to; volunteer coaches, student managers, student athletic trainers, student nutritionists, and graduate assistants. Staff members are prohibited from creating content for or participating in any actual compensated NIL activity (i.e., social media content, videos/photography, graphics, logos, etc.). For more information, please contact Carey Hoyt, Senior Associate AD hoyt.171@osu.edu
- You may not use photos or videos containing Ohio State trademarks, logos, service marks, symbols, or other intellectual property in your NIL Activities without prior written approval from Ohio State Trademark & Licensing Services, regardless of how you obtained the photo or video. Photos that include any University trademarks, including uniforms and uniform elements (such as helmet stripes and award stickers) must be obtained from the University or a University licensee, at market pricing, and with prior permission of the copyright owner.
- You may use photos or videos containing Ohio State trademarks, logos, service marks, symbols, or other intellectual property for your personal brand building on social media, but not in any NIL Activity.
- You may not sell your team-issued equipment and apparel (i.e., shoes, jersey, helmet, sticks/bats, warm-ups, etc.) until your eligibility is exhausted.
- You may not be paid for your athletic performance (i.e., you cannot be paid for a specific athletic performance/milestone – ex. scoring three goals, winning Big Ten Championship, etc.)
- You may say, in connection with NIL Activities, that you are a student-athlete at Ohio State and list your personal academic or athletic accolades. You may not imply, directly or indirectly, that Ohio State is endorsing your NIL Activities or any products or services associated with your NIL Activities.
- You may hire an agent to assist you with NIL Activities. That agent needs to be registered under Ohio law unless it is an immediate family member [aco.ohio.gov]. You must compensate your NIL agent with their regular rate.



- Failure to do so may jeopardize your intercollegiate eligibility.
- You may not hire an agent to directly or indirectly represent you or attempt to represent you for the purpose of marketing your athletic ability or reputation for financial gain as a professional athlete or to secure you an opportunity as a professional athlete. Hiring an agent for this purpose may jeopardize your intercollegiate eligibility.
- You may not enter into an NIL agreement with any of the following industries:
 - Distilled spirits (i.e., hard liquor)
 - Tobacco products (including electronic smoking devices, vapor products or products or devices that consists of or contains nicotine that can be ingested into the body);
 - Casinos or any entity that sponsors or promotes gambling activities;
 - Controlled substances;
Marijuana (including legalized or medical) products;
 - Medical marijuana cultivator, processor, lab or retail dispensary; or
 - Any business engaged in the sale, rental, or exhibition for any form of consideration of adult entertainment that is characterized by an emphasis on the exposure or display of sexual activity.
- Ohio State reserves the right to restrict other categories of companies, brands or types of contracts that are similar to the above industries (or other areas that are permitted under Ohio law) if Ohio State communicates this information to you before you enroll at Ohio State or 30 days after Ohio's Executive Order is in effect if you are currently enrolled.
- You may not enter into an NIL agreement if the agreement conflicts with an Ohio State agreement. At the current time, among other potential conflicts, it is possible that a conflict will exist if your proposed NIL agreement requires you to do the following:
 - Wear products competitive to Nike during team activities – ex. practices, competitions, media, team travel, community service, photo sessions, team-building activities, etc.
 - Promote beverages competitive to Coca-Cola on-campus
- You understand that you are still subject to the following:
 - Academic standards, requirements, regulations and obligations;
 - Team rules of conduct or other rules of conduct;
 - Standards or policies regarding the governance or operation of or participation in intercollegiate athletics; and
 - Disciplinary rules and standards generally applicable to all students at Ohio State
- International student-athletes should not enter into any NIL Activities without consulting with Ohio State's Office of International Affairs as this could affect your U.S. Visa status [oia.osu.edu]. Please see attachment to these Guidelines for more information.
- You may also need to follow the NIL laws of the state in which you legally reside in addition to Ohio NIL laws.
- Pell Grant, federal aid, and/or other need-based aid could be impacted by your NIL Activities. Questions may be directed to the Office of Student Financial Aid [sfa.osu.edu]. In addition, there could be tax consequences on your earnings.
- Under Ohio's Right of Publicity law, Ohio State also has the ability to use your NIL for Ohio State's educational purposes or to promote Ohio State and its educational or institutional objectives without providing you compensation.

OBLIGATION TO DISCLOSE NAME, IMAGE, LIKENESS ACTIVITIES

- A student-athlete must disclose all compensated NIL Activities **prior to the activity occurring** to Ohio State through Opendorse. You are required to disclose the details surrounding the activity (i.e., what the activity includes, when and where the activity will occur, individuals and businesses connected to the activity, compensation, your **verbal or written** NIL agreement, etc.).
- Failure to disclose an NIL Activity in advance could lead to eligibility consequences

SANCTIONS

- Failure to abide by these Student-Athlete Name, Image, Likeness Guidelines may result in loss of privileges and other sanctions as appropriate, including but not limited to verbal or written reprimand, probation, loss of practice privileges, loss of competition privileges, suspension or dismissal from the program.

INTERNATIONAL STUDENT-ATHLETES:
CONSIDERATIONS FOR STUDENT ATHLETES IN F-1 STATUS
REGARDING COMPENSATION FOR VARIOUS ACTIVITIES

The Ohio State University recognizes that the NCAA has recently adopted an interim policy and Ohio Governor DeWine has recently issued an Executive Order that allow collegiate student-athletes to earn compensation for use of their name, image, and likeness. However, earning such compensation may not be permissible for international student-athletes without having serious consequences. In particular, U.S. law requires that F-1 students come to the U.S. “solely for the purpose” of pursuing their course of study. U.S. law and regulation therefore limit employment and income-generating activities available to F-1 international students while they are in the United States. “Employment” for purposes of U.S. immigration laws generally consists of performing labor or services in return for wages or other remuneration. This includes self-employment. F-1 students are typically limited to 20 hours per week of on-campus employment (e.g., bookstore, dining services, assistantship, etc.). For more information concerning F-1 student employment, please contact the Office of International Affairs (OIA): <https://oia.osu.edu/units/international-students/employment/on-campus-employment/>.

These immigration-related employment restrictions affect the ability of student-athletes in F-1 status to take advantage of income-generating opportunities (name, image, likeness, etc.). Thus, any student-athlete who is currently in F-1 or other nonimmigrant status should discuss the potential immigration implications of performing any type of labor or service in exchange for payment with a competent immigration attorney. **Failure to consider whether providing any service or labor in exchange for payment complies with U.S. immigration law may seriously impact a student athlete’s ability to remain in the United States or obtain visas or other immigration benefits in the future.**

For your general assistance, the Department of Athletics has provided a few answers to common questions below. However, **student-athletes should consult with their advisors in the Office of International Affairs and with their own immigration attorneys prior to undertaking any income generating activity.** Please note that restrictions only affect labor or services performed in United States. Students may be able to take advantage of many activities in their home countries that would otherwise be restricted in the U.S.

Question 1: May I receive payment to appear in a commercial or endorse a commercial product?

Answer 1: No, not if the service is performed in the United States.

Question 2: May I receive compensation for a personal appearance at an event?

Answer 2: No, not if the appearance is in the United States.

Question 3: May I receive compensation for providing lessons or coaching at a private camp, club, or clinic in the United States?

Answer 3: No. (Please discuss employment at OSU on-campus camps with OIA.)

Question 4: May I receive compensation for signing an autograph?

Answer 4: No, not if you are signing in the United States.

Question 5: May I establish my own business selling products and services?

Answer 5: No, not in the United States. Note: an F-1 student can invest in the United States (e.g., buy stock in a company), but cannot receive income or remuneration as a result of providing services to any company, including one owned by the F-1 student.

Question 6: May I sell institutional awards (rings, apparel, etc.) once I have finished my athletics eligibility?

Answer 6: Yes. An F-1 student may sell personal possessions, provided this is not undertaken as a regular business or trade. (Any questions should be addressed to an immigration attorney.)

Question 7: May I use my name, image, or likeness in connection with a personal crowdfunding page to raise money for my personal education expenses or family hardships?

Answer 7: If the page is set up while the student-athlete is outside the U.S. and no further activity is undertaken related to promotion of the page while in the U.S., then this activity may be permissible. (Please consult with an immigration attorney.) However, the U.S. government may consider active operation\updating\promotion of such a page while in the U.S. to be no different than operating a business for income.

Question 8: May I use my name, image, or likeness in connection with a personal crowdfunding page to raise money for charity?

Answer 8: Yes, provided you receive no compensation, remuneration, or benefit from the charity in any way. (Please consult with an immigration attorney.)

As noted above, it is important to differentiate services or labor performed in the United States from services or labor performed outside the United States. An F-1 student-athlete may be able to sign autographs, make appearances, endorse products, provide lessons, etc. **outside** the United States provided such activities are in compliance with applicable Department of Athletics and NCAA rules and applicable federal and/or state law.

NIL Definitions

NAME: means the first name, last name, or nickname of the student-athlete, including signatures

IMAGE: means a picture of the student-athlete

LIKENESS: means a physical, digital, or other depiction or representation of the student-athlete.

NIL ACTIVITY: means activities for which student-athletes receive Compensation including but are not limited to, autograph signings, personal appearances, social media endorsements, camps/clinics, private lessons, promoting a commercial product or service, and charity events

COMPENSATION: means any form of payment or remuneration, including but not limited to cash, gifts, in-kind items of value, social media compensation, and payments for licensing or use of publicity or other intellectual property rights.

Ohio State cannot prevent the student-athlete from using the student-athlete's name, image, or likeness for a commercial purpose when the student-athlete is not engaged in official team activities (Executive Order, item #4)

OFFICIAL TEAM ACTIVITY: means practices, competitions, exhibitions, scrimmages, team appearances, team and individual photograph sessions, sports camps sponsored by Ohio State, outside competitions where the student-athlete's appearance and expense are funded by Ohio State, team meetings, team travel to and from competitions, community service events, and media appearances and interviews (regardless of whether the activity takes place on or off campus)

TEAM TRAVEL: During home and away competitions, including team travel AND outside competitions funded by Ohio State, you are representing Ohio State Athletics; as such, no NIL activities may occur from the time the student-athlete reports to and enters an Ohio State facility or transportation, until the student-athlete leaves the Ohio State facility or transportation. The only exception during team travel is if there is a designated "free time" on your team travel itinerary.

You may not endorse or wear non-Nike accessories or gear during any team travel or official team activity funded by Ohio State