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 which 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 signing, personal appearances, social media endorsements, campsclinics, 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).

STUDENT-ATHLETE NAME, IMAGE, LIKENESS GUIDELINES

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 INFCLR 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:
  o Ohio State will inform you of the relevant contract provision that is in conflict;
  o You cannot enter into the proposed contract, but you may negotiate a revision to the proposed contract to avoid the conflict; and
  o 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.

• It is permissible to participate in NIL Activities in OSU Athletics facilities provided:
  o You pay the applicable **university rental rate** through the Ohio State Athletics Facilities;
  o There are no university trademarks (e.g., Block O, Buckeye Leaf) visible in the NIL Activity without first receiving express permission from Ohio State’s Trademark & Licensing Office by emailing Karen Dertinger at Dertinger.5@osu.edu;
  o If there is any intent to video, photo or post social content of the NIL Activity then you will need to have the organization, or whoever will be filming, **request permission** from the Office of Marketing and Communications; and
  o If a third party will be present to complete the NIL Deal (e.g., videographer, photographer, representative from company doing NIL Activity), permission must first be provided by your sport administrator.
• It is permissible to participate in NIL Activities in other OSU facilities provided you receive express permission from:
  o Ohio State's Scheduling Office
  o You pay the applicable university rental rate; and
  o If there is any intent to video, photo or post social content of the NIL Activity then you will need to have the organization, or whoever will be filming, request permission from the Office of Marketing and Communications.

• 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 required 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 may 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) 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.

  • 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
  - Promote consumer financial services competitive to Huntington National Bank on-campus
  - Promote residential retail electricity services competitive to AEP Energy on-campus
  - Promote ticketing services competitive to Ticketmaster 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 impact 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 INFLCR. 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.