



## TEMPORARY NAME, IMAGE AND LIKENESS (“NIL”) POLICY

### I. STATEMENT OF POLICY

The following policy (“Policy”) is intended to provide guidance for University of Wisconsin-Madison (“University”) student-athletes, coaches and staff around use of a student-athlete’s name, image and/or likeness for commercial purposes. This document provides definitions and regulations relating to use of a student-athlete’s name, image and/or likeness at the University. A student-athlete’s failure to comply with this Policy may result in penalties imposed by the NCAA and/or the University that could impact the student-athlete’s eligibility to participate in intercollegiate athletics and maintain an athletics scholarship. This Policy is subject to change.

### II. DEFINITIONS

A. Name, Image, and Likeness. Name, image and/or likeness (“NIL”) are the three components of a person’s “right of publicity.” These are independent or collectively identifiable aspects of a person that make them unique, including but not limited to, their name, image, likeness, nickname, signature, social media account, any symbol, name, or design that readily identifies them or any combination thereof.

B. Student-Athlete. A student-athlete is a student whose enrollment was solicited by a member of the athletic staff or other representative of athletics’ interests with a view toward the student’s ultimate participation in the intercollegiate athletics program at the University. Any other student becomes a student-athlete only when the student reports for an intercollegiate squad that is under the jurisdiction of the University’s Athletics Department. A student is not deemed a student-athlete solely on the basis of prior high school athletics participation. For purposes of this Policy, a student-athlete must be eligible under any applicable state and/or federal NIL legislation to participate in NIL activities.

C. Official Team Activities. “Official Team Activities” means all games, practices, exhibitions, scrimmages, meetings, team appearances, team photograph sessions, sports camps sponsored by the University, and other team-organized activities, regardless of whether the activity takes place on or off campus, including individual photograph sessions and news media interviews.

D. Fair Market Value. The value of a right, good, service or property as determined by the marketplace (or objective purchasers) rather than as determined by a subjective individual. This is what an informed and unpressured buyer would pay to an informed and unpressured seller in an arms-length transaction (the price is based solely on the value of the right, good, service or property). The fair market value of any particular right, good, service or property can be determined by the price on which other buyers and sellers have agreed for a similar right, good, service or property.

E. Prohibited Sponsorship Category. “A Prohibited Sponsorship Category” is any sponsorship agreement in certain product categories, with specific entities and/or with identified individuals that are in conflict with existing University contracts, University policy or for any other reason determined in good faith by the University. Prohibited Sponsorship Categories include, but are not limited to, sponsorships that: (1) adversely affect the University’s reputation; (2) appear to create an endorsement by the University of a particular company, product, political candidate or position regarding public policies; (3) are considered to contain obscene, indecent or profane material; (4) ridicule, exploit or demean persons on the basis of their age, color, creed, physical or mental disability, physical appearance, national origin, citizenship, veteran status, marital status, race, religion, sex, sexual orientation, gender or gender identity; (5) promote tobacco products; (6) promote NCAA banned substances; or (7) promote gambling/sports wagering. For additional information regarding University Sponsorship Policy and Prohibited Sponsorship Categories, see <https://policy.wisc.edu/library/UW-204>.

### **III. STUDENT-ATHLETE’S COMPENSATION & RIGHTS / UNIVERSITY RESPONSIBILITIES**

A. Student-athletes at the University may earn compensation for use of her or his name, image, and/or likeness for a commercial purpose when the student-athlete is not engaged in Official Team Activities. Compensation for a student-athlete’s name, image, and/or likeness must be at a rate commensurate for work actually performed and at a rate based on Fair Market Value. All financial ramifications and tax implications related to student-athlete compensation for use of her or his name, image, and/or likeness are the responsibility of the student-athlete.

B. An athletics scholarship, including cost of attendance, from the University is not compensation for use of a student-athlete’s name, image, and/or likeness. An athletics scholarship awarded to a student-athlete by the University will not be revoked or reduced solely as a result of a student-athlete earning compensation for use of the student-athlete’s name, image, and/or likeness or obtaining professional representation in a manner that complies with this Policy.

C. Compensation may not be provided to a student-athlete for athletic performance or attendance at the University.

D. The University, including its athletics department, and staff members may not compensate or arrange for compensation to be paid to a current or prospective student-athlete for her or his name, image, and/or likeness. In addition, neither the University, the athletics department, nor any staff member may be involved in the development or operation of a current or prospective student-athlete's name, image, and/or likeness activity. It is also not permissible for the University, or third parties hired by the University, to be involved in identifying or securing name, image, and/or likeness opportunities for a current or prospective student-athlete.

E. The University's athletics department will provide education to its student-athletes regarding name, image, and/or likeness activities including, but not limited to, providing educational programming on name, image, and/or likeness and associated regulations, assisting with compliance and disclosure expectations, and serving as a resource by providing information on various name, image, and/or likeness matters.

F. A student-athlete may identify themselves as a student-athlete at the University while engaging in activities for which they will receive compensation for use of their name, image, and/or likeness. Student-athletes will only be allowed to use University trademarks, logos, symbols, phrases, slogans, or any other University intellectual property to further the student-athlete's opportunities to earn compensation for use of her or his name, image, and/or likeness, if those rights have been secured through existing channels and in connection with a valid agreement granting those specified rights. Licensing agreements pertaining to retail products may be sourced through the University's Office of Trademark Licensing, to the extent the desired rights are available, and are appropriate in the judgment of that Office.

G. Student-athletes will not be allowed to utilize Athletic Department facilities while engaging in activities for which they will receive compensation for use of their name, image, and/or likeness. Further, student-athletes will not be permitted to use University facilities for name, image, and/or likeness activities.

H. Student-athletes will not be permitted to enter into contracts for use of their name, image, and/or likeness in any Prohibited Sponsorship Category unless prior approval is received. The list of Prohibited Sponsorship Categories may be updated from time to time by the University. In the event a student-athlete enters into a commercial relationship in a Prohibited Sponsorship Category, the student-athlete shall be required to terminate such relationship.

I. Student-athletes will not be permitted to enter into contracts for use of their name, image, and/or likeness involving a commercial product or service that conflicts with one of the University's "Team Contracts." "Team Contracts" are University contracts which provide that student-athletes are to utilize certain equipment and other goods while representing the University or one of its teams. As a result, student-athletes may not engage in name, image, and/or likeness activities that requires the student-athlete to use, wear, or display a competing brand to that of a University "Team Contract."

J. A student-athlete who intends to enter into a contract providing compensation to the student-athlete for use of her or his name, image, and/or likeness is required to disclose the proposed contract to a designated University official or through a form provided by the University.

K. A student-athlete may obtain professional representation (agent or attorney) for advice, contract representation, and the marketing of her or his name, image, and/or likeness, so long as the professional representation is NOT representing the student-athlete in securing professional athletic opportunities. Any athlete-agent, advisor, attorney or similar representative representing a University of Wisconsin student-athlete for purposes of securing compensation for the use of her or his name, image, and/or likeness, must comply with all applicable state and federal laws and regulations regarding athlete-agents and similar representatives. An attorney representing a student-athlete for purposes of securing compensation for the use of her or his name, image, and/or likeness must be a member in good standing of a state bar association.

#### **IV. CONTACT**

Please direct all inquiries regarding this policy to [NILquestions@athletics.wisc.edu](mailto:NILquestions@athletics.wisc.edu).