



Policy: Interim Name, Image, and Likeness Policy	Policy No: II-7
Policy Owner(s): Athletics	Original Date: 07/30/2021
Last Review Date:	Last Revised Date:

- I. **POLICY:** John Carroll University (“JCU” or “the University”) adopts this policy permitting University student-athletes to seek or receive compensation from use of their name, image and likeness (“NIL”) for commercial or promotional purposes from sources outside of JCU, and establishing requirements, restrictions, and procedures for NIL arrangements, consistent with the State of Ohio Governor’s Executive Order 2021-10-D and interim rule of the National Collegiate Athletic Association (“NCAA”). JCU will not prohibit student-athletes from receiving compensation or obtaining representation related to NIL, as described in this policy. Consistent with Ohio law and NCAA’s interim NIL rule, JCU may not provide compensation to student-athletes for NIL opportunities, will not develop or secure contracts for student-athletes related to NIL, and/or will not use NIL compensation opportunities to induce enrollment.

This policy is effective as of July 1, 2021. Any student-athlete NIL compensation or activity prior to that date will jeopardize a student-athlete’s amateur status and eligibility for intercollegiate participation in a particular sport.

- II. **PURPOSE:** To establish a policy and procedure concerning arrangements for JCU student-athletes to receive compensation from the use of their name, image and likeness (“NIL”), and set requirements, restrictions and procedures for such arrangements.
- III. **SCOPE:** All student-athletes and all employees at John Carroll University who coach or are involved as Department of Athletics staff. This policy applies to all student-athletes, as defined in this policy, who are enrolled at JCU, regardless of their state of permanent residency.
- IV. **PROCEDURES:**
 - A. **Name, Image, and Likeness Overview**
 - 1. The following procedures outlined below apply to various types of NIL activity. These types of activities include, but are not limited to, advertisements and promotions for commercial businesses and services; student-athlete owned businesses; merchandise or memorabilia sales; autograph sales; and fee-for-lesson instruction.

2. JCU reserves the right to revise this policy as the NIL environment and law change in order to maintain compliance and best practices in line with NCAA, state, and federal regulation(s).
3. A student-athlete's failure to comply with these policies may result in penalties imposed by JCU, the State of Ohio, or the NCAA that could impact the student-athlete's eligibility to participate in intercollegiate athletics and receive educational benefits related to athletics.
4. Nothing in this policy affects or limits the ability of student-athletes to engage in usual employment for compensation for that work.
5. Nothing in this policy limits JCU's right to establish and enforce academic standards, requirements, regulations, or obligations of student-athletes; team or student rules of conduct; standards or policies regarding operation of or participation in JCU athletics; and/or the student code of conduct and community standards applicable to all students or student-athletes.
6. This policy does not alter JCU's financial aid policies. Student-athletes should be aware that NIL compensation received by a student-athlete may affect JCU's application of its financial aid policies, including the student-athlete's calculation of need for financial aid and qualification for certain need-based financial aid or grants.
7. International student-athletes should be aware that NIL activities may affect any visa status held by the student-athlete.
8. Student-athletes are advised that NIL compensation is typically taxable income under IRS rules and should confer with a tax advisor about the taxation of NIL compensation.

B. Policy Related to and Limitations on Name, Image, and Likeness Activities

1. Consistent with Ohio's Executive Order 2021-10D and the NCAA interim rule, JCU permits JCU student-athletes to receive compensation for their use of their NIL, as set out in this policy. A student-athlete or prospective student-athlete may obtain professional representation regarding opportunities to be compensated for use of the student-athlete's NIL. JCU will not prohibit or adopt any rule that prevents a student-athlete from fully participating in intercollegiate athletics because the student-athlete earns compensation from their NIL or obtains professional representation related to NIL activities.
2. A student-athlete may not enter into an NIL sponsorship contract to compensate the student-athlete for athletic participation or achievement, or as an improper inducement to enroll or continue enrollment at JCU.
3. A contract for a student-athlete to engage in NIL activities may not extend beyond the student-athlete's participation in their sport at

the University, and a contract shall not continue after a student-athlete graduates.

4. Student-athletes may not engage in any NIL activities that include the use of the University's marks, logos, associated colors, or other intellectual property without specific and prior written permission from the University, including but not limited to use of the University's name, or marks on athletic or non-athletic clothing, gear or items (i.e. the name of the University or "JCU" on clothing, items or equipment, whether part of athletic uniforms or gear, or purchased from the bookstore or another non-athletics source).
5. Student-athletes may not engage in NIL activities that require the student-athlete to wear or display a product while participating in official team activities. Student-athletes may use their NIL for a commercial purpose when the student-athlete is not engaged in official team activities, subject to this policy.
6. Student-athletes shall not enter into a contract or arrangement for compensation to participate in NIL activities that requires the student-athlete to display or advertise a sponsor's product, service or business either (1) during official team activities, or (2) that conflicts with a provision of a contract to which the University is a party. For example, a student-athlete may not enter into a contract related to NIL that requires the display or advertising of a product or service if this would conflict with an athletics or sponsorship contract to which JCU is a party (for example, contracts for athletic gear; contracts for beverages; contracts for health care providers etc.).
7. A student-athlete may not imply that JCU endorses the student-athlete's NIL activity or the products or services that are the subject of the NIL activity.
8. Student-athletes may not use JCU facilities or resources for their NIL activities, unless the student-athlete enters into a University facilities use agreement for a fee comparable to such an agreement available to the public or obtains specific written approval from JCU.
9. Student-athletes may not miss required classes or other educational activities, or required team activities to participate in NIL activities.
10. Student-athletes may not engage in NIL activities involving any company or brand that is associated with the following:
 - a) any company or brand that manufactures, markets, sells, or is associated with a controlled substance, marijuana product, medical marijuana product (including but not limited to CBD and THC etc.), alcoholic product, tobacco product, electronic smoking device, vapor product, or product or device that consists of or contains nicotine that can be ingested into the body;

- b)** any medical marijuana cultivator, processor, laboratory, or retail dispensary licensed in Ohio or any other state;
- c)** 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;
- d)** any casino or entity that sponsors or promotes gambling activities; and/or
- e)** any other category of companies, brands, or types of contracts that are similar to those described above that the University communicates to the student-athlete before the student-athlete enrolls at JCU or by July 30, 2021, if currently enrolled or have completed their orientation program. The University identifies the following as being categories of companies, brands or types of contracts for which a student-athlete cannot engage in NIL activities:

1) any product or service that is in violation of federal, state or local law or that discriminates against any individual or group on the basis of race, color, sex, sexual orientation or gender identity or expression, age, disability, or any other class protected by applicable law;

2) any company or entity that sponsors or promotes the use of firearms, deadly or violent weaponry, or any other deadly ordnance

3) companies, brands and/or contracts that promote or involve issues of moral turpitude, including but not limited to promoting or involving acts or behaviors that violate the sentiment or accepted standards of the JCU community or the community as a whole, and/or an act of dishonesty, immorality or criminal offense;

4) companies, brands and/or contracts that are inconsistent with JCU's Jesuit Catholic mission, vision and values, or that negatively impact or reflect adversely on the University, as a Jesuit Catholic institution, or its athletic programs. Those include but are not limited to commercial products, services and/or businesses that may generate public disrepute, embarrassment, scandal, ridicule or otherwise negatively impact the University's reputation or its Jesuit Catholic mission, vision, and values. Examples include, but are not limited to, commercial products, services or businesses that use profane, racist, sexist, hateful, or demeaning language; and/or that denigrate or are contrary to the Jesuit or Catholic mission, vision and values of the University; and/or

5) other companies, brands and/or contracts that are similar to those described above and are identified each year in

writing by Athletics staff to a student-athlete before enrolling at the University.

C. Reporting of Name, Image and Likeness Contracts

1. A student-athlete who intends to enter into a verbal or written contract or agreement providing compensation for use of the student-athlete's NIL shall disclose the proposed contract (and related information) to the Senior Director of Athletics, or designee, for review by JCU. This disclosure, to be provided in a format prescribed by the Department of Athletics, must occur at least fifteen (15) business days before entering into a contract that provides for compensation for a student-athlete's NIL, so that the University has the opportunity to conduct a review to ensure compliance with pre-existing University contracts and Ohio law. If the terms of a NIL contract or arrangement change, the student-athlete must disclose the proposed revised contract or arrangement at least fifteen (15) business days before entering into the revised contract or arrangement.
2. The Senior Director of Athletics, or designee, will coordinate the review with the Office of Legal Affairs, which review will be completed within fifteen (15) business days of the disclosure by the student-athlete, absent extenuating circumstances identified to the student-athlete.
3. If the Senior Director of Athletics or designee, in consultation with the Office of Legal Affairs, identifies one or more conflicts between the student-athlete's proposed contract and an existing University contract, the Senior Director of Athletics or designee shall communicate the conflict to the student-athlete. The student-athlete shall not enter into the proposed contract, but may negotiate a revision to the proposed contract to avoid the conflict. Any revised proposed contract must be disclosed to the Senior Director of Athletics, or designee, and is subject to review by the University to ensure compliance with existing contracts within the same time frame outlined above.
4. Athletics staff and coaches must notify the Senior Director of Athletics, or designee, if they become aware of a student-athlete who intends to enter into a verbal or written contract providing compensation for the student-athlete's NIL, so the issue can be discussed with the student-athlete and reviewed consistent with this policy.
5. If the student-athlete fails to provide notice to the University of a proposed NIL arrangement or contract under this provision or fails to comply with any provision of this policy, the University reserves the right to impose on the student-athlete appropriate sanctions, including but not limited to barring the student-athlete from future competition in their sport at the University; seeking appropriate

action to address the proposed or executed contract; referral to appropriate offices for action; or other appropriate measures. The University may utilize the existing Community Standards Manual policies and procedures to address such issues, or establish additional policies or standards to address a student-athlete's failure to provide required disclosure or to comply with this policy.

6. Failure to comply with NIL compensation requirements under NCAA's interim rule and/or this policy may affect NCAA eligibility, as well as result in penalties from the NCAA.

D. Name, Image, and Likeness Regarding Student-Athlete Scholarships

1. The decision of a student-athlete to enter into a contract to earn compensation for the commercial use of their NIL shall not affect the student-athlete's eligibility for or renewal of educational benefits or non-athletic scholarships, except as it may affect financial aid calculations.
2. A student-athlete's participation in NIL activities or the earning of compensation from NIL activities does not permit the University to reduce or rescind a student-athlete's educational benefits or awards.
3. An educational benefit or award, or a non-athletic scholarship, by the University to a student-athlete is not compensation for use of the student-athlete's NIL.
4. A private entity may provide direct compensation, scholarship, or educational benefits as compensation for NIL activities provided the compensation complies with all NCAA rules, applicable laws, and JCU guidelines.

E. JCU Involvement in a Student-Athlete's Name, Image, and Likeness Activities

1. The University shall not provide a student-athlete, whether a prospective or enrolled student-athlete, who intends to participate in intercollegiate athletics, with compensation in relation to their NIL. NIL opportunities may not be used as a recruiting inducement or alter the NCAA rules prohibiting universities from paying student-athletes to participate in athletics.
2. The University shall not prevent a student-athlete, whether prospective or enrolled, who resides in the State of Ohio and participates in intercollegiate athletics from obtaining professional representation regarding opportunities to be compensated for use of the student-athlete's NIL.
3. The University shall not interfere with or prevent a student-athlete, prospective or enrolled, from fully participating in intercollegiate athletics because the student-athlete obtains professional representation in relation to contracts or legal matters regarding

opportunities to earn compensation for use of the student-athlete's NIL.

4. The University shall not be involved in the development, operation, enhancement, or execution of securing a contract for the commercial use of the NIL of one of their student-athletes, whether prospective or enrolled. The University will not use NIL opportunities to compensate a student-athlete for athletic participation or achievement, or as an improper inducement to enroll or continue enrollment at JCU.
5. The University shall not serve as a representative to a student-athlete regarding the commercial use of the NIL of that student-athlete, whether for a prospective or enrolled student-athlete.

F. Agreements with a Professional Services Provider

1. If a student-athlete chooses to be represented by a Professional Services Provider, the student-athlete must disclose that contract to the Senior Director of Athletics or designee for awareness and registration purposes related to NIL issues.
2. Professional Services Providers or representatives must be for NIL activities only and cannot be used for future professional contract negotiations or for any other purpose.
3. Any such representative must be registered with the University and with the State of Ohio. Representatives must also comply with the federal Sports Agent Responsibility and Trust Act, as applicable.

G. Student-Athlete Businesses, Entities, or Products

1. NIL opportunities subject to this policy include, but are not limited to, activities not directly related to the student-athlete's sport, team or athletics (i.e. NIL use in book contract; payment for blog or social media posts etc.).
2. A student-athlete who owns any share of a business or commercial enterprise - including, but not limited to, publications, ownership in corporations, hosting of a camp event, and/or paid lessons - must disclose their interest in the business or commercial enterprise to the Senior Director of Athletics or designee for review of the arrangement related to NIL issues.
3. When making such a disclosure, student-athletes must provide information related to the nature of the business, partners and any investors, including shares in ownership and/or amount and purpose of investments.
4. The University reserves the right to require student-athletes to provide financial and other information related to any NIL opportunity (i.e. overview of revenue generation, expenditures, investments etc.).
5. If a student-athlete earns compensation from the sale of their autograph, the student-athlete shall report the time, date, and

location of the autograph to the Senior Director of Athletics, or designee.

H. Definitions

1. **Professional Services Provider or Representative:** any individual or firm that provides third party services (including but not limited to an agent, financial or tax advisor, marketing consultant, attorney, brand management company, or anyone employed or associated with such persons) who is sought out or secured by a current or prospective student-athlete for the purpose of securing payments for the student-athlete's NIL or advising on such NIL issues. Professional services providers must comply with applicable federal, state, and local laws in seeking to serve or serving as an NIL representative for a student-athlete.
2. **Compensation:** means any form of payment or remuneration, including but not limited to cash, gifts, in-kind items of value, social media compensation, 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. It does not mean:
 - a) Educational expenses or any financial aid, benefits, or awards provided to a student-athlete in accordance with rules of an athletic association or conference,
 - b) Federal or state grants or scholarships, and/or
 - c) Payment of wages and benefits at a rate commensurate with prevailing rate for similar work in JCU's location to a student-athlete for work actually performed other than for athletic ability or participation in intercollegiate athletics.
3. **Image:** a picture of the student-athlete.
4. **Likeness:** a physical, digital, or other depiction or representation of the student-athlete.
5. **Name:** the first name, last name, maiden name, or nickname of the student-athlete when used in a context that reasonably identifies the student-athlete with particularity.
6. **NIL Sponsorship:** occurs when a corporation, business, individual, or other independent entity compensates a student-athlete for the use of their name, image, or likeness.
7. **Official Team Activities:** include, but are not limited to, practice; competition; meetings; team functions; organized team activities; travel for practice and/or competition from the point of departure from campus until the return to campus; any media commitments related to the student-athlete's participation or performance in athletics; and any promotional or fundraising activity conducted on behalf of the University.
8. **Student-athlete:** an individual who engages in, is eligible to engage in, or may be eligible in the future to engage in, an

intercollegiate athletics program at JCU, but does not include an individual who is permanently ineligible to participate in that particular intercollegiate sport, regardless of their state of permanent residency. A JCU student-athlete is a student enrolled at JCU, which begins upon initial or continuing registration for classes at JCU. The policy also provides information on the JCU NIL policy and procedures for prospective student-athletes, who are eligible to engage in, or may be eligible in the future to engage in, an intercollegiate athletics program at JCU.

V. **CROSS-REFERENCES:**

[Name, Image and Likeness Activity Reporting Form](#)