



# Grizzly Athletics Name, Image, and Likeness (NIL) Policy

***This policy is subject to change.***

***Effective: July 1, 2021***

## I. PURPOSE

- A. In accordance with state statutes and Association legislation, student-athletes may profit from the use of their name, image, and likeness (NIL). The policy provides guidelines for how the University of Montana (hereinafter "UM" or "University") will monitor those activities and describes restrictions on student-athletes, employees, and others, regarding those activities. The policy also states how a student-athlete must disclose NIL activities in which they plan to participate.
- B. It is important that student-athletes and UM employees check often for revisions to this policy. It is anticipated that changes will occur, including the possibility of a federal law governing NIL activities. Policy revisions will be marked with the revision date.

## II. DEFINITIONS USED IN THIS POLICY

### A. Name, Image, and Likeness Activities

- i. An NIL activity is any activity in which a prospective student-athlete or student-athlete's name, image, likeness, or personal appearance is used for promotional purposes by the prospective student-athlete or student-athlete themselves, or any other individual or entity other than the University including, but not limited to a commercial, nonprofit, or charitable entity.
- ii. Examples of how student-athletes could use their name, image, and likeness for compensation (not an exhaustive list):
  1. Create and promote their own business
  2. Promote a corporate entity (e.g., brand ambassador, social media influencer)
  3. Establish their own camp/clinic
  4. Personal appearance
  5. Autograph session

### B. Booster

- i. A "representative of UM's athletics interests" (Booster) is an individual, independent agency, corporate entity (e.g., apparel or equipment manufacturer) or other organization who is known (or who should have been known) by a member of UM's executive or athletics administration to:
  - (a) Have participated in or to be a member of an agency or organization promoting UM's intercollegiate athletics program;
  - (b) Have made financial contributions to the athletics department or to an athletics booster organization of UM;
  - (c) Be assisting or to have been requested (by the athletics department staff) to assist in the recruitment of prospective student-athletes;
  - (d) Be assisting or to have assisted in providing benefits to enrolled student-athletes or their family members; or
  - (e) Have been involved otherwise in promoting UM's athletics program.

### **C. Compensation**

- i. Compensation is any remuneration for provided services or goods. Student-athletes may be paid for work performed and a rate commensurate to market value for similar activities. Additionally, compensation may not be provided as a recruiting inducement or grant-in-aid expenses.

### **D. University Involvement**

- i. A UM employee or contractor may not be involved directly or indirectly in finding compensation opportunities for a student-athlete or directly or indirectly providing compensation to a student-athlete including promoting a student-athlete's goods or services. Additionally, UM employees and contractors may not involve themselves in securing professional representation for student-athletes.

### **E. University Intellectual Property**

- i. The University of Montana owns copyright and trademark rights in several words, phrases, seals, logos, graphic devices, and artwork. For example, "Montana Grizzlies" is one of many federally protected trademarks of UM. Student-athletes must receive prior written approval and follow University protocol, including licensing procedures to use such intellectual property from the UM Trademark and Licensing Office. (Wearing a UM uniform or item of clothing with a UM logo in a NIL activity is an example that would require prior approval).

### **F. Athletic Facility**

- i. Athletic facilities include all those facilities owned or used by the UM Athletic Department. Student-athletes who wish to use Athletic facilities when participating in NIL activities must follow the applicable UM policy to rent those facilities.

### **G. Market Value**

- i. A rate of compensation to a student-athlete for the use of their NIL based on a current and open market.

### **H. Professional Service Provider**

- i. A professional service provider is one who provides services to a student-athlete regarding their name, image and likeness. It includes, but is not limited to, an agent, tax advisor, marketing consultant, attorney or anyone who is employed or associated with such persons. UM employees may not act in this capacity and they may not identify those who could act in this capacity for student-athletes. Those acting in this capacity must carry the appropriate certification per state law.

### **I. Recruiting Inducements**

- i. Arrangement or other direct or indirect method to give or offer to give a prospective student-athlete or their family benefits that are not expressly permitted by NCAA regulations.

### **J. Team Contract**

- i. Any agreement between a student-athlete and the University that could impact the student-athlete's eligibility to participate in an intercollegiate sport, including, but not limited to, scholarship agreements or participation agreements (e.g., team rules).
- ii. An UM team contract may not prevent a student-athlete from using their name, image, or likeness for a commercial purpose when the student-athlete is not engaged in official team activities.

**K. NIL Third-Party Consultant**

- i. A third-party consultant is a platform that UM may procure to help educate the student-athlete on NIL activities and provides a product which permits a student-athlete to disclose his or her activities for UM review and tracking.

**III. PERMISSIBLE INSTITUTIONAL USES OF A STUDENT-ATHLETES NAME, IMAGE, AND LIKENESS**

- A. It is permissible for UM, the NCAA, and the Big Sky Conference to use the name, image, likeness or appearance of a student-athlete to generally promote or to support activities considered incidental to the student-athlete's participation in intercollegiate athletics (e.g., conference championships, NCAA championships or other NCAA events, activities or programs) provided the provisions in NCAA Bylaw 12.5.1.1 are satisfied.

**IV. STUDENT-ATHLETE COMPENSATION GUIDELINES**

- A. A student-athlete may earn compensation for the use of their name, image, and likeness provided:
  - i. The compensation is not provided in exchange for athletics performance (e.g. pay-for-play);
  - ii. The compensation (or prospective compensation) is not provided as a recruiting inducement;
  - iii. The compensation is commensurate with market value; and
  - iv. The compensation is not provided by or on behalf of a UM employee or contractor.
- B. Compensation earned by a student-athlete in a manner consistent with the guidelines outlined herein will not affect the student-athlete's grant-in-aid or athletics eligibility. The University grant-in-aid (including cost of attendance) that is awarded to a student-athlete shall not be considered compensation and shall not be revoked or reduced as a result of a student-athlete's earnings through a permissible name, image, and likeness agreement.
- C. The duration of a contract for representation of student-athlete or compensation for the use of NIL may not extend beyond participation in athletics at UM.
- D. Participating in NIL activities may impact a student-athlete's ability to receive grant sums from outside sources (e.g., Pell Grant). The student-athlete should discuss these implications with an institutional financial aid staff member or a professional servicer who is fit to provide advice.
- E. International student-athletes should not enter into any NIL agreements without guidance from the UM Office of Global Education.

**V. PARAMETERS FOR UNIVERSITY INVOLVEMENT / ASSISTANCE**

- A. University employees and University contractors are prohibited from being involved in the development, operation or promotion of a student-athlete's business activity. Examples of activities that would constitute impermissible University involvement in a student-athlete's name, image and likeness activity include, but are not limited to:
  - i. University (including a UM employee or contractor) purchase of a student-athlete's good or service;
  - ii. Use of University facilities without an appropriate rental agreement;
  - iii. Use of University intellectual property without prior approval;
  - iv. Directly or indirectly identifying or securing NIL opportunities for a student-athlete (e.g. pairing a student-athlete with a company seeking a student-athlete for an advertisement, acting as an agent to negotiate a contract)

- B. The following activities are permitted without triggering impermissible University involvement in a student-athlete's name, image, and likeness activity:
  - i. Providing NIL educational programming;
  - ii. Assisting in evaluating opportunities;
  - iii. Assistance with compliance and disclosure expectations; and
  - iv. Assistance in the evaluation of professional service providers.

## **VI. NON-PERMISSIBLE NAME, IMAGE, AND LIKENESS ACTIVITIES**

- A. A student-athlete may not receive compensation for athletics performance or participation or as a recruiting inducement to attend or to remain enrolled at UM.
- B. A student-athlete is prohibited from participating in NIL activities while engaged in athletic department activities (e.g., signing autographs during an institutionally arranged team meet-and-greet; promoting third parties or displaying third party branding during an athletic department event).
- C. A student-athlete is expected to wear official UM gear/uniform, including footwear, for all athletic department activities.
- D. A student-athlete is not permitted to sell items provided by the University, including awards and apparel retained by the student-athlete at the end of a season that the institution will not reuse, until the student-athlete has exhausted eligibility for intercollegiate competition or has become permanently ineligible for competition.
- E. Student-athlete NIL activities that conflict with current University sponsorships are generally not allowed. The University may grant exceptions.
- F. A student-athlete may not enter into an agreement regarding an NIL activity if that agreement includes an association with the following industries:
  - i. Tobacco
  - ii. Gambling/sports wagering
  - iii. Alcohol
  - iv. Recreational marijuana
  - v. Vendors associated with athletic performance enhancing drugs
- G. If a student-athlete establishes any agreement in conflict with a University sponsorship agreement or a precluded industry (VII.E.), the student-athlete is subject to a reduction or cancellation of athletically related financial aid as disclosed in the student-athlete's institutional financial aid agreement and removal from the team.

## **VII. USE OF PROFESSIONAL SERVICE PROVIDER**

- A. Student-athletes may enter into agreements with a professional service provider provided the entity satisfies any certification necessary under state law, and the agreement is restricted to NIL activities.
- B. Student-athletes may request education from the University athletics department or an NIL third-party consultant regarding the selection of professional services; however, University employees may not participate in the selection or identification of professional servicers on behalf of a student-athlete.

## **VIII. INVOLVEMENT OF BOOSTERS**

- A.** Boosters may provide student-athlete compensation for NIL activities provided the following:
- i.** The agreement was not provided to solicit the student-athlete's enrollment at the institution;
  - ii.** The agreement is for actual work performed; and
  - iii.** The agreement does not include compensation for specific athletic performance or achievement.

## **IX. DISCLOSURE REQUIREMENTS**

- A.** The purpose for disclosure requirements is for the UM Athletics Compliance Office to monitor compliance with NCAA rules and UM policies. It is not an approval process, and the information will not be shared with anyone outside of the UM Compliance Office.
- B.** A student-athlete who enters into an agreement for compensation regarding an NIL activity shall disclose the following details of the agreement:
- i.** Parties to the agreement;
  - ii.** Contact information for commercial entities;
  - iii.** Professional service providers;
  - iv.** Other involved parties;
  - v.** Compensation arrangements with such individuals or entities;
  - vi.** Goods or services being transacted;
  - vii.** Times and dates when the activities will occur.
- C.** A student-athlete shall provide a completed disclosure form describing the NIL activity within four (4) days of signing the agreement, and before the activity occurs. Student-athletes may provide a draft of the unsigned agreement for review by the UM Athletics Compliance office for review of compliance with this policy.
- D.** For each agreement a student-athlete shall attest to the following:
- i.** The agreement was not directly or indirectly enabled by a UM employee or contractor;
  - ii.** The agreement was not provided to solicit the student-athlete's enrollment at the University;
  - iii.** The agreement is for work performed;
  - iv.** The NIL activity occurred at a time other than when a student-athlete was "on-call" for team activities; and
  - v.** The agreement does not conflict with any University contracts or involve industries precluded in this policy.