



EASTERN ILLINOISTM PANTHERSTM

STUDENT-ATHLETE NAME, IMAGE, AND LIKENESS POLICY FOR COMMERCIAL PURPOSES

Purpose: By initialing and signing below, I acknowledge my understanding of the institutional guidelines and limitations for Eastern Illinois University student-athletes who use their name, images, likenesses, or voice for commercial purposes by third party entities outside of Eastern Illinois University (EIU), my sport's conference, and/or the NCAA. I understand that EIU's use of my NIL in institutional promotions, news releases, graphics, advertisements, and other activities directly related to my participation in EIU Athletics does not constitute an NIL activity for which I am owed compensation. **Based on current federal immigration & employment laws, international students are generally not authorized to receive off-campus compensation in the United States (see more information [here](#)). NIL activities in your home country may be subject to applicable foreign laws.**

Definitions:

- **Compensation** is anything of value, monetary or otherwise, including but not limited to: cash, gifts, in-kind items of value, social media compensation, payments for licensing or use of publicity rights under federal and state laws, and any other form of payment or remuneration for payment for the use of my name, image, likeness, or voice while enrolled at EIU. **Compensation may not include any exchange for a student-athlete's athletic ability, participation in EIU Athletics or EIU sports competition, or agreement or willingness to attend EIU.** For purposes of this policy, compensation does *not* include:
 - Tuition, room, board, books, fees, and personal expenses that EIU may provide to me as a student-athlete in accordance with conference and NCAA bylaws;
 - Federal PELL Grants or any other State and Federal grants or scholarships unrelated to, and not awarded because of my participation in EIU Athletics;
 - Any other financial aid, benefits, or awards that EIU provides to me as a student-athlete in accordance with conference and NCAA bylaws; and
 - Wages and benefits received for work actually performed.
- **Likeness** means a physical, digital, rendering, or other depiction or representation of a student-athlete, including a student-athlete's uniform number or signature, that reasonably identifies the student-athlete with particularity.
- **Name** means the first or last name or the nickname of a student-athlete when used in a context that reasonably identifies the student-athlete with particularity.



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- ***Name, image, and likeness (NIL) Agreement*** or ***publicity rights agreement*** means a contract or other written or oral arrangement between a student-athlete and a third party licensee regarding the use of the name, image, likeness, or voice of the student-athlete.
- ***Publicity rights*** means any right that (i) is licensed under a publicity rights agreement or (ii) is recognized under a federal or state law that permits an individual to control the benefit from the commercial use of the name, image, likeness, or voice of a student-athlete.
- ***Social media compensation*** means all forms of payment for engagement on social media received by a student-athlete as a result of the student-athlete's name, image, likeness, or voice.
- ***Third party licensee*** means any individual or entity that licenses publicity rights or the use of name, image, likeness, or voice from any student-athlete(s).

Policy:

1. **Permissible NIL Activities** – Student-athletes may be compensated for participation in NIL activities so long as those activities are permissible under NCAA, their sport's conference, and EIU policies and regulations and comply with Illinois and federal law. This includes the Student-Athlete Endorsement Rights Act (Illinois law), in addition to any laws related to business incorporation, taxes, employment, and other related areas.
2. **Permissible Compensation** – Payments and/or benefits from any source must be for content generated or services provided by an individual athlete outside of EIU's Athletic program. **Compensation received cannot be based on athletic ability, participation, or performance.**
3. **Disclosure of NIL Activities** – Student-athletes must disclose details of all NIL activities to the EIU Athletics Compliance Office by submitting the **Name, Image, & Likeness Disclosure Form** through JumpForward **at least two business days before the NIL activity and must obtain written approval before proceeding with the NIL activity.**
 - a. If an activity involves cash or other compensation that *may equal or exceed \$500*, such activity must be formalized in a **written contract** and attached to my NIL Disclosure form in JumpForward.
4. **Professional Service Providers** - Student-athletes have the ability to enter into a representation agreement with a professional service provider (e.g. marketing agent or brand manager) for the *sole purpose of exploring or securing compensation for NIL*



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activities. Such providers' engagement must be limited to NIL activities and may not be used to secure opportunities as professional athletes. Such an agreement must be formalized in a written contract and submitted through JumpForward, along with the NIL Disclosure form, to the EIU Athletics Compliance at least two business days before the NIL activity and must obtain written approval *before* proceeding with the NIL activity.

5. Impermissible Recruitment or Benefits – NIL activities may not be used by EIU or any of its representatives to recruit or retain a prospective or current student-athlete to EIU or for the purpose of compensating EIU student-athletes for their athletic ability, performance, or participation.

- a. Compensation for NIL activities must be commensurate with the going rate for similar services in the relevant market.
- b. EIU staff members, including active outside consultants, may not assist student-athletes in the development, operation, or promotion of NIL activities
 - i. No legal advice, legal representation, tax advice, or other advisement.
 - ii. No participation in or promotion of NIL activities.
- c. EIU staff members may not provide apparel or gear to student-athletes for NIL activities.
- d. Student-athlete access to EIU resources and facilities for purposes of NIL activities is provided at the same level of availability and cost as the public.

6. Impermissible NIL Activities – Student-athletes **may not** engage in NIL activities that negatively impact or reflect adversely on EIU. Further, NIL activities with people, institutions, businesses, brands, products, or other entities in the following categories are **prohibited**:

- a. Casinos, gambling, and sports wagering;
- b. Controlled substances, including cannabis and marijuana in any form;
- c. Tobacco or alcohol;
- d. Firearms and other weapons;
- e. Alternative or electronic nicotine product or delivery system, performance-enhancing supplements;
- f. Adult entertainment and sexually explicit materials;
- g. Crowdfunding (e.g. GoFundMe); or
- h. Existing and/or competing corporate University agreement (e.g. Adidas, Pepsi) without prior written permission from the EIU Athletic Director/designee. For purposes of this section, a review will be performed by the EIU Athletics Compliance Office upon receipt any NIL Agreement.



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- 7. NIL Activities While Representing EIU** – Student-athletes **may not** engage in NIL activities during required or countable athletics activities or while representing EIU in any capacity, including during travel relating to EIU athletic competitions. Student-athletes **may not** miss any academic requirement (e.g. class) to participate in NIL activities.
- 8. Use of EIU Marks/Logos** – Student-athletes **may not** use EIU intellectual property, including but not limited to EIU designs, trademarks, service marks, logo, graphics, symbols or other indicia of EIU, in connection with NIL activities.
- 9. Other Sport Governing Bodies** – Student-athletes are responsible for researching and understanding any sport governing body rules (i.e. United States Olympic Committee, United States Golf Association, International Tennis Association, etc.) regarding amateur status or eligibility for competitions outside of intercollegiate athletics.
- 10. Compliance** – EIU Athletics Compliance will review NIL activities for conflict with this policy and NCAA legislation. Neither the Compliance Office, nor any other EIU entity, will perform a legal review of student-athlete NIL agreements.
- 11. Violations** – Failure to adhere to this NIL policy is at EIU’s discretion and may result in a variety of penalties depending on the nature and type of policy deviation including athlete scholarship & roster spot revocation, termination of employment for staff members, and booster dissociation. Violations of NCAA legislation will be report to the NCAA and could result in additional NCAA-mandated penalties.
- 12. This policy may be revised at the discretion of the Athletic Department.**

Ask Before You Act.

Student-Athlete Name (Printed)

Student-Athlete Signature

Date

E#



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NAME, IMAGE, & LIKENESS DISCLOSURE FORM

****The State of Illinois Requires Student-Athlete Disclosure of all
Name, Image, Likeness Activities to Eastern Illinois University
Athletics****

Student-Athlete Name *

First

Last

Student-Athlete E#*

Student-Athlete Sport *

Student-Athlete Email Address *

Name of Business or Outside Individual Contracting with Student-Athlete *



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Point of contact at the business (write same name as above if Outside Individual and not a business) *

First

Last

Email for point of contact at the business or outside individual *

Phone number for point of contact at the business or outside individual *

Type of Endorsement/Service *

- Social Media
- Appearance (without autographs)
- Autograph session
- Crowdfunding
- Commercial / Radio Spot
- Non-institutional Camp
- Operating my own camp
- Conducting private lessons
- Other self-employment
- Other outside employment



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Please provide the location of the endorsement. If hosted online, provide the platform (Twitter, Instagram, TikTok, YouTube, Twitch, etc.), handle or account name, and a link if available. *

Method of Payment Received by Student-Athlete *

Cash

Venmo/Paypal (or other electronic transfer)

Check

Product (any item of value in exchange for your endorsement. E.g. food, item(s), service, etc.)

Combination of payment & product

Other (please specify):

Total agreed upon value *

*What is the total combined value of payment and/or product the business is paying you for your endorsement. (cash + Venmo + check + product value). (ex. 1,000)

Is there a written agreement *

☐ Yes – if so, please attached a copy with this form submission.

☐ No – please note that some NIL activities require a written contract under Illinois law.



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Frequency *

*How often are you required to make an endorsement?

Once

A set number of times (e.g. 10 posts over the next 6 months)

A pre-determined frequency (e.g. every Friday during the season)

Does this agreement require the student-athlete to endorse a product or service while engaging in official activities of the athletics program *

(Ex. during a contest or while on call for competition, during practice, or during travel for competition)

If yes, please explain the details of those requirements *

How was this agreement arranged? (select all that apply)*

- ☐ Agent
- ☐ Company contacted student-athlete directly (social media, email, phone, etc.)
- ☐ Company contacted student-athlete in-person
- ☐ Company contacted a member of the student-athlete's family
- ☐ Other (please specify):



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Additional Comments Pertaining to this Disclosure

Read and Confirm the Following Statements Required by Illinois State Law and/or EIU Athletics Policies

I have read and attest to the following: *

- ☐ I am responsible for adhering to the State of Illinois' Name, Image, and Likeness laws and Eastern Illinois University's policies.
- ☐ To the best of my knowledge, Eastern Illinois University, EIU Athletics, nor any entity whose purpose includes supporting or befitting EIU or its athletics program arranged/facilitated the agreement disclosure herein nor provided payment or any other form of compensation for this agreement.
- ☐ I will not miss class, required academic appointments, or required athletic activities (CARA & RARA) to participate in this NIL activity.
- ☐ I did not receive compensation to attend (initial and continued enrollment), participate, or perform at (or for) Eastern Illinois University
- ☐ I will not use any EIU logo or mark during NIL activities.
- ☐ In addition to these requirements, international student-athletes are responsible for obtaining written employment approval through EIU's Office of International Students & Scholars.

Student-Athlete Name (Printed)

Student-Athlete Signature

Date

E#