

Name, Image, and Likeness Policy for Student Athletes

Policy Name: Name, Image & Likeness Policy for Student Athletes

Approval Authority: Cabinet

Interpreting and Implementing Authority: Athletic Director

Effective: August, 2021

Last Revised: August, 2020

Next Review Date: 5 years from last revised date

Policy Statement

Wesleyan College has a legal and educational obligation to comply with the NCAA Interim Name, Image, and Likeness Policy.

Within the last few years, the growing popularity of athletics has fundamentally changed the way society views student athletes. Wesleyan College recognizes and embraces the rights of student athletes to receive compensation for the use of their name, image, and likeness. Wesleyan College also recognizes the need for clear guidance for the student athlete, endorsing companies, and the institution to ensure transparency of process with full disclosure of any potential conflict as well as to continue to support the student-athlete's academic progress. This policy (1) provides guidance concerning compliance with this law and (2) sets forth rules for the administration of the policy.

Wesleyan College strongly believes that our student athletes are "students first" and that endorsing companies should be mindful that contracts should enhance and not detract from the student experience.

Background

Effective June 30, 2021, all three NCAA divisions adopted a uniform, interim policy suspending NCAA name, image, and likeness rules for all incoming and current student-athletes. The temporary policy will remain in place until federal legislation or new NCAA rules are adopted.

Definitions

Agent: An individual who represents student athletes. All agents must comply with the federal Sports Agent Responsibility and Trust Act, established in 15 U.S.C. Section 7801, et seq., in their relationships with student athletes. Agents must be certified under Chapter 4A of Title 43.

Compensation: Any form of payment or remuneration, including but not limited to cash, promotions, discounts, free merchandise/food/product, gifts, in-kind items of value, social media compensation, digital currency, 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.

Compensation does not include any of the following items:

1. Educational expenses or financial aid, benefits, or awards provided to a student athlete in accordance with the rules of (name of your athletic association);
2. Federal or state grants or scholarships;
3. Payments of wages or benefits for similar work in the location of Wesleyan College to a student athlete for work actually performed other than for athletic ability or participation in collegiate activities;

4. Institutional or federal work study wages.

Image: Picture of the student athlete.

Likeness: Physical, digital, or other depiction or representation of the student athlete.

Name: Defined as first or last name, or the nickname, of the student athlete when used in a context that reasonably identifies the student athlete.

Name of intercollegiate athletic association: The athletic association (*or athletic conference*) which acts as an organizing, sanctioning, scheduling, or rule-making body for intercollegiate athletic events in which Wesleyan College participates.

Market value: Total compensation consistent with like services provided by others within a 50-mile radius of Wesleyan College.

Official activities: Any event or activity sponsored or controlled by Wesleyan College and/or athletic department. This could include, but is not limited to, a regularly scheduled practice, game, team appearance, or other activities associated with the athletic program at Wesleyan College.

Promotional activity: Any use of a student athlete's name, image or likeness to promote the commercial endeavors of any entity, including media. Activities could include, but are not limited to: speaking engagements, personal appearances, signings, endorsements, social media platforms, and other events.

Student athlete: A student enrolled at Wesleyan College who participates in or is eligible to participate in any intercollegiate athletic program at Wesleyan College. A person who is permanently ineligible to participate in a particular intercollegiate athletic program is not a student athlete for the purposes of such athletic program.

Team contract: Any written agreement between a student athlete and Wesleyan College or a division, department, program, or team of Wesleyan College which includes goals and objectives, standards, prohibitions, rules, or expectations applicable to the student athlete.

Name, Image, and Likeness – General Compensation Guidelines

1. A student athlete at Wesleyan College may earn compensation for the use of the student athlete's NIL.
2. Such compensation must be commensurate with the market value of the authorized use of the student athlete's NIL.
3. Such compensation may not be provided in exchange, in whole or in part, for a current or prospective student athlete to attend, participate, or perform at Wesleyan College.
4. A student's scholarship will not be revoked or scholarship eligibility be adversely impacted because a student athlete exercises their right to earn compensation for use of NIL or obtain professional representation.
5. No student athlete will receive any compensation for the use of the student athlete's NIL when the student is engaged in official activities of the intercollegiate athletic program.

6. A student athlete shall not enter into a contract providing compensation to the student athlete for use of the student athlete's NIL if a provision of such contract is in conflict with the student athlete's team contract.
7. Wesleyan College international student athletes should not enter into any compensation agreement without first checking with the Dean of Students to ensure that the compensation agreement complies with visa and immigration requirements.

Note: Pell grants and other need-based or merit aid could be affected by NIL compensation. Questions regarding student aid should be directed to the Financial Aid Office.

Name, Image, and Likeness – Institutional and Athletic Association Restrictions

1. No officer, director, employee, or agent of Wesleyan College will provide a current or prospective student athlete with compensation for the use of the student athlete's NIL.
2. Wesleyan College will not adopt or maintain any policy, regulation, rule, standard, or other requirement that prevents a student athlete from earning compensation resulting from the use of such student athlete's NIL.
3. Wesleyan College is a member of the NCAA division 3 intercollegiate athletic association.
4. The NCAA will not prevent a student athlete from receiving compensation or penalize a student athlete for earning compensation resulting from the student athlete earning compensation for the use of the student's NIL.
5. The NCAA will not prevent Wesleyan College from participating in intercollegiate athletics or otherwise penalize Wesleyan College as a result of a student athlete earning compensation for the use of the student's NIL.

Student Athlete Use of Wesleyan College Trademarks and Logos

A student athlete's right to receive compensation for the use of their own NIL does not also include the right to use Wesleyan College trademarks and logos. Any use of Wesleyan College trademarks and logos must comply with Wesleyan College's style guide that is located at this link:

https://www.wesleyancollege.edu/Communications/brand_guide.cfm. If a student athlete is uncertain whether a logo or trademark or colors can be used by the student athlete, contact the Office of Communications to discuss.

Student Athlete and Professional Representation

Neither Wesleyan College nor the NCAA will prohibit a student athlete from obtaining professional representation in relation to contracts or legal matters, including but not limited to representation provided by athlete agents, who are certified as provided for under Chapter 4A of Title 43, or legal representation provided by attorneys, who are licensed to practice law in the state of Georgia.

Policy Violations

All students, regardless of athletic status, must comply with Wesleyan College policies. Failure to comply with all policies may result in disciplinary action consistent with the Student Handbook. Additionally, failure to abide by this policy may result in the student athlete's loss of eligibility, including suspension from team activities or competition and/or additional NIL education or training.

Implementing Authority

The Athletic Director is responsible for the implementation of this policy.