

**University of Missouri-Columbia Policies Regarding
Name, Image, and Likeness (NIL) Activities
Involving Student-Athletes**

1. Effective Date

These policies ("NIL Policies") are effective August 28, 2023.

2. Application

These NIL Policies apply to all:

a) University of Missouri-Columbia ("the University") student-athletes involved in NIL activity; and

b) all employees, volunteers, athletics boosters, sponsors, licensees, or agencies engaged in or involved with NIL activity involving the University's student-athletes.

3. Purpose

The vision of the University is to have a student-athlete centered athletics program. In alignment with that vision, the University supports the ability of its student-athletes to earn compensation from third parties for legal and proper NIL activities that are consistent with these NIL Policies and applicable laws.

4. Purpose and Interpretation

A purpose of these NIL Policies is to enable University student-athletes to earn NIL compensation in a manner that is consistent with NCAA rules, Missouri state law, and the culture and mission of the University. It is each student-athlete's responsibility to understand and comply with these NIL Policies, NCAA rules, and applicable law. Student-athletes are encouraged to review these NIL Policies closely, consult with trusted representatives, and share them with potential professional service providers and sponsors. Questions about these NIL Policies may be raised to the University Athletics Department. Importantly, these NIL Policies may evolve over time as laws, rules, and guidance change, and as the University learns more about how to best foster this new opportunity for its student-athletes.

Prospective student-athletes should consult their state laws and high school athletics associations regarding questions pertaining to NIL compensation and high school eligibility.

These NIL Policies should be interpreted consistently with the language and intent of Missouri law and Title IX of the Education Amendments Act of 1972 (Title IX). To the extent that NCAA rules or other rules conflict with Missouri law or Title IX, the University and its employees and student-athletes must follow Missouri law and Title IX rather than conflicting NCAA rules or other rules.

5. Scope and Application

All University students, employees, volunteers, athletics boosters, agents, student-athlete representatives and other third parties engaged in NIL activities with University student-athletes must abide by these NIL Policies.

6. Details and Definitions

A. NIL Compensation Permitted University student-athletes may earn compensation from third parties as a result of the use of their NIL activities. Non-limiting examples of permissible NIL activities include: appearance in television, print, or social media advertisements for commercial products or services; sale of autographs; conducting camps; and personal appearances by a student-athlete.

B. Prohibited Compensation Arrangements For the avoidance of doubt, NIL compensation may *not* include any of the following:

- Compensation in exchange for a student-athlete's athletic participation or performance at Missouri (*i.e.*, "pay-for-play");
- Compensation in exchange for a student-athlete's decision to attend Missouri (*i.e.*, improper recruiting inducements); and
- Compensation for work not performed (*i.e.*, sham agreements with third parties in which a student-athlete does not provide a legitimate NIL-related service).

C. Conflicts with Missouri Team Contracts State law prohibits student-athletes from entering into NIL contracts that conflict with the University's team contracts. For example, during official team activities student-athletes may be prohibited from promoting products or services that compete with Nike, Coca-Cola, etc.

D. Disclosure of Student-Athlete NIL Contracts Student-athletes must disclose all NIL contracts to the University's Assistant Director of Athletics for NIL, by submitting a disclosure form using the Opendorse software application. All NIL contracts must be disclosed, regardless of the amount of compensation and regardless of whether the agreement is oral or in writing. This disclosure to the University is required by law and necessary for the University to determine whether a conflict exists between a student-athlete's proposed NIL contract and a University team contract. Student-athletes are strongly encouraged to refrain from finalizing NIL contracts until after the University has completed its review for conflicts. In the event the University determines that a conflict exists, it will disclose that conflict to the student-athlete and/or his or her representative.

E. Permitted Times for NIL Activities Student-athletes shall not engage in NIL activities that interfere with official team activities or academic activities (*e.g.*, during class, study hall, exams, and assessments). Student-athletes are responsible for any consequences related to missing team or academic activities due to NIL activities or any other non-excused purpose consistent with University policy.

7. Unique Identifiers of the University

A. Ownership of Unique Identifiers The University is a constituent institution operated and maintained by The Curators of the University of Missouri (“The Curators”), a corporate body formed by statute of the State of Missouri. All seals, logos, emblems, mottos, special symbols, institutional colors, modifiers or descriptors, designs, patentable and copyrightable items, materials and information and all other items, material, images and information that are owned or used by and that identify, or are recognized by others as unique to, the University ("MU Unique Identifiers") constitute property of The Curators. Authorization by The Curators is required for the private or commercial use by any person, firm, association, corporation, institution, or other entity of any MU Unique Identifier. Through appropriate delegations, The Curators has delegated to the executive leadership at the University authorization to permit others to use MU Unique Identifiers and consistent therewith the University has formulated policies and guidelines with respect to the usage of MU Unique Identifiers.

B. Trademarks and Athletics Visual Materials The University's Licensing and Brand Management office ("L&BM") fields requests to use any MU Unique Identifier relating to the University that:

- 1) qualifies, as or has the capacity to serve, as a trade name, trademark, or service mark under the laws of the United States ("Trademarks"); and
- 2) constitutes athletics-related, copyright protected materials such as promotional and event photographs and footage associated with or identifying the University ("Visual Materials").

The mission of the L&BM is:

- 1) To protect and promote proper use and application of Trademarks and Visual Materials;
- 2) To make available and strengthen the Trademarks and Visual Materials through relationships with retailers, licensees, campus units, student organizations, alumni, and fans; and
- 3) To generate revenue that funds the University’s mission, and supports scholarships, student activities, and athletics programs.

Towards fulfilling the mission outlined above the University develops and administers policies and procedures regarding the use of Trademarks and Visual Materials, including use in connection with NIL Activity.

Any requests to use the Trademarks or Visual Materials associated with the University in connection with NIL Activity should be directed to L&BM using the following contact information.

Licensing and Brand Management
201 S. 7th St., 200 Heinkel Building
573-882-7256
identity@missouri.edu

C. Other Copyrightable Materials and Patentable Materials Any requests to use any UM Unique Identifier that constitutes or contains patentable or patented technology or copyright protected materials other than Visual Materials must be directed to the University's technology advancement office. The office can be reached through the following contact information:

University of Missouri-Columbia
Technology Advancement
440A Bond Life Sciences Center
573-882-6013
techadvancement@missouri.edu

8. Rules for Use of Trademarks and Visual Materials

A. In General The University's rights to its Trademarks and Visual Materials are protected by federal and state law. Anyone desiring to use any Trademarks or Visual Materials must obtain a written license from L&BM. Use of Trademarks and Visual Materials is at the sole discretion of the University. If a license is allowed by the University, then any Licensee seeking to use University Trademarks or Visual Materials commercially will be required to pay a license fee of no less than market value for the license. For student-athletes who want to use the University's Trademarks and Visual Materials in connection with engaging in NIL activity, there are additional considerations and requirements due to NCAA regulations and state law. This section outlines some of these additional considerations and requirements.

B. Written Agreement Required Organizations and persons desiring to use Trademarks or Visual Materials must obtain prior written approval from the University or its designated licensee, including without limitation such usages depicting the University's uniforms, team apparel, gear, logos, trademarks, word marks, landmarks, imagery, photos and videos. This rule applies to all student-athletes desiring to use Trademarks and Visual Materials in connection with NIL activities. The University has the right to pursue legal recourse against any individual or organization that utilizes University Trademarks or Visual Materials without express written permission to do so.

C. Evaluation of Usage Requests The University, subject to legal and regulatory requirements, has sole discretion to approve or not approve any request to use any of its Unique Identifiers, including Trademarks and Visual Materials. At minimum, the University will not approve the use of Unique Identifiers, including Trademarks and Visual Materials, in connection with NIL activities ("Unapproved Uses") that:

- 1) conflict with team or sponsor contracts;
- 2) involve entities competing with University sponsors;

- 3) relate to or involve, directly or indirectly, to gambling, drugs, pornography, sexually oriented products, alcohol, tobacco or firearms;
- 4) relate to or involve, directly or indirectly, activities or products that reflect poorly on the University or are inconsistent with the University's Code of Conduct and its values;
- 5) suggest religious affiliation;
- 6) suggest political affiliation; or
- 7) relate to or involve any goods or services which do not meet the University's minimum standards with respect to the nature and quality of such goods and services

9. NIL Activities Involving Products or Merchandise

A. Working With University Licensees

The University enters into contracts with certain third parties (each a "University Licensee") with regard to use of University Trademarks for commercial purposes. The University has contracted with a University Licensee with respect to producing and selling products and merchandise bearing certain University Trademarks. Any student-athlete wishing to engage in NIL activities involving co-branded products or merchandise must coordinate such activities through the applicable University Licensee. In addition, the University will review and consider pursuant to L&BM's normal procedures any proposals to become a University Licensee with respect to the proposed licensee's desire to engage with student-athletes in connection with NIL activities. For requests or questions on NIL merchandising opportunities, please contact Assistant Director of Athletics for NIL.

B. Memorabilia and Merchandise

NCAA rules prohibit student-athletes from selling institutional awards, apparel, and equipment. Similarly, student-athletes cannot perform NIL activities using items provided by the institution, including using awards and apparel retained by the student-athlete at the end of a season or academic year (even if the institution will not reuse such items). In addition, student-athletes may not add their signature or personal logo to an award, apparel, or equipment to resell or to trade in exchange for goods or services - even if included in NIL activities. Once a student-athlete has exhausted eligibility for intercollegiate competition, the student-athlete may sell such awards or apparel.

10. Approval Processes

A. Definitions The following definitions apply to the approval process policies set forth in this section.

- 1. Licensee:** an entity that has entered into a contractual agreement with L&BM to produce and sell University licensed consumer products (i.e., apparel, collectibles, trading cards, etc.)

2. Corporate Sponsor: a company or other entity that enters into a contractual agreement with University Athletics to utilize University intellectual property for the purpose of marketing, advertising, or other promotional initiatives.

3. NIL Marketing Agency: a company or other entity that enters into a contractual agreement with University Athletics to utilize University intellectual property for the purpose of NIL marketing, advertising, or other promotional initiatives.

4. Co-Branding: merchandising, sponsorship, or other types of promotional activities that involve University's intellectual property and student-athlete NIL.

B. Existing Corporate Sponsors or NIL Marketing Agencies Subject to the terms of governing agreements, student-athletes may enter into NIL agreements with existing Corporate Sponsors or NIL Marketing Agencies to develop Co-Branded marketing, advertising, or other promotional opportunities using University Trademarks and Visual Materials, provided that the student-athletes inform the University about the NIL agreement through the Opendorse app. It is the responsibility of the Corporate Sponsor or NIL Marketing Agency to then seek and receive approval for the actual use of Trademarks and Visual Materials from L&BM, which will consider requests pursuant to its normal procedures. The University will not approve any Unapproved Uses.

C. Potential New Corporate Sponsors: The University will review and consider pursuant to its normal procedures any prospective Corporate Sponsors that are interested in entering into agreements with student-athletes and the University to develop Co-Branded marketing, advertising, or other promotional opportunities using University intellectual property. The University will not agree to agreements with any new Corporate Sponsors that would involve Unapproved Uses.

D. Requests to use Trademarks on Personal Sites, Channels and Camps Except as may be allowed as part of merchandising and Corporate Sponsor opportunities, then in addition to being forbidden from using Trademarks and Visual Materials for Unapproved Uses, student-athletes are not and will not be permitted to use such Trademarks and Visual Materials in any of the following manners or purposes:

1. in any web site URL on or as part of any name for a social media site, promotional site or internet channel;
2. in any website, social media site or internet channel; or
3. any photos depicting the student-athlete in uniform or in University gear, unless such photos have been cleared for use by the University or its approved delegate.

11. Biographical Information

Student-athletes may, to the extent necessary, reference actual facts, such as they are a student athlete at the University, play baseball for the University, etc.

12. Obligation to Avoid Misrepresentation and Confusion

A student-athlete's use of Trademarks and Visual Materials must not give the impression that the student-athlete NIL activity is sponsored or endorsed by the University. If the University determines in its sole discretion that specific student-athlete NIL activities or use of University Trademarks or Visual Materials create a risk of confusion as to the University's affiliation with the activities, the University may require that the student-athlete cease the use of the subject Trademarks or Visual Materials or clarify through written disclaimers or otherwise that University is not affiliated with and does not endorse the activities.

13. Use of University Facilities

Student-athletes may not use University facilities, staff, or other resources in connection with NIL activities unless they have received prior written approval from the University, and such use, if allowed, must comply with the University's policies and practices regarding facility usage.

14. Professional Representation

Student-athletes are free to obtain professional representation from persons licensed by the State of Missouri (*e.g.*, agents, lawyers, and other professionals) to advise them regarding the use of their NIL. Professional representation must be reported to the University's Athletics Department Compliance Office.

15. Boosters

Third parties dedicated to promotion of the University's athletics interests are permitted to enter into contracts with student-athletes pertaining to the rendition of legitimate NIL services, subject to the provisions of this Policy and applicable NCAA rules (*e.g.*, prohibitions on "pay-for-play" arrangements and improper recruiting inducements).

16. Inappropriate Sponsorships

To protect and present an appropriate image, the University does not enter into sponsorship agreements involving certain products and services. The University strongly discourages student-athletes from entering NIL contracts related to illegal substances, illegal conduct, or anything else, including but not limited to sports wagering and supplements that might impact their NCAA eligibility or long-term best interests.

17. Missouri Employees

Missouri law does not prohibit University employees from participating in or facilitating the NIL activities of student-athletes. However, to protect the best interests of the University's student-athletes and prevent conflicts of interest, or the appearance of conflicts of interest, and violations of NCAA rules or University policy, University employees may not:

1. Accept any compensation or benefits of any kind, for assisting in the identification, development, operation, or promotion of an NIL compensation opportunity involving a University student-athlete, or for any related work performed with respect to student-athlete NIL activities;
2. Act as an agent or professional service provider for a student-athlete or otherwise negotiate NIL contracts on behalf of a University student-athlete; or
3. Offer any guarantees of present or future NIL compensation as a recruiting inducement or otherwise; or

Unless otherwise directed, University employees are encouraged to refer NIL requests to the University's Assistant Director of Athletics of NIL.

18. Scholarships and Financial Aid

Compensation earned by student-athletes in exchange for NIL activities will not impact any scholarships provided by the University. However, NIL compensation may affect a student-athlete's eligibility to receive need-based financial aid (*e.g.*, Pell Grant, University Grant).

19. Compliance with Other Laws, Missouri Policies, and NCAA Rules

In addition to the foregoing, student-athletes are expected to comply with all other applicable laws, including tax laws, University policies, and NCAA rules that apply to them as students and student-athletes.

A. Income Taxes

Any and all income derived from NIL activities is considered by the Internal Revenue Service (IRS) to be taxable income and must be reported. Student-athletes are responsible for maintaining records of all income, including cash. Student-athletes engaging in NIL activity should therefore be mindful of federal and state tax requirements, and consult an accountant, CPE, or other tax professional for income tax advice.

B. International Student-Athletes

Federal immigration laws govern international student-athletes' ability to receive income based on the student's VISA-type. Before engaging in any NIL activity international student-athletes should ensure that the activity will not jeopardize visa status and may wish to obtain professional guidance regarding compliance with immigration laws. General information for international student-athletes is available on the University's [International Student and Scholars Services](#) website.