



**OLD DOMINION UNIVERSITY ATHLETICS
NAME, IMAGE, AND LIKENESS USE BY STUDENT-ATHLETES
Effective July 1, 2021**

Definitions

- (1) “Student-athlete” means an individual enrolled presently at Old Dominion University (ODU) who participates in intercollegiate athletics.
- (2) “Prospective Student-Athlete” means an individual who is eligible to enroll at a private institution of higher education or baccalaureate public institution of higher education at a future date and participate in intercollegiate athletics at such institution.
- (3) “Compensation” does not include any scholarship provided to a student-athlete that covers some or all of the cost of attendance at a private institution of higher education or baccalaureate public institution of higher education at which the student-athlete is enrolled. Nor does it include any benefits a student-athlete may receive in accordance with the rules of the athletic association or conference.

NIL Opportunities

- Per the NCAA Interim NIL Policy adopted on June 30, 2021 and effective July 1, 2021, student-athletes at ODU are permitted to earn compensation from the use of their Name, Image, and Likeness (NIL).
- ODU may not prohibit or prevent student-athletes from using their NIL for approved commercial purposes nor declare student-athletes ineligible based on them earning income from their NIL.

NCAA, Institutional & Conference Involvement in NIL Opportunities

- Neither ODU nor any of ODU’s affiliated Conferences can provide prospective student-athletes or student-athletes with compensation for their NIL.
- Student-athletes may not earn compensation for their NIL in exchange for participation in intercollegiate athletics at ODU or another private institution of higher education or baccalaureate public institution of higher education.
- Prospective student-athletes may not receive compensation for their NIL as an inducement for enrollment.

Prohibited Activities

- Student-athletes may not enter into a NIL agreement that conflicts with an existing agreement of ODU or which causes any of ODU's affiliated organizations, foundations, or businesses to be in breach of an existing agreement.
- Student-athletes may not use any ODU marks, facilities, or team-issued apparel or gear while participating in non-institutional activities using their NIL. References to ODU are permitted consistent with institutional policies applicable to any student.
- Student-athletes may not sell any items provided to them by ODU, including awards and apparel, until the student-athlete has exhausted his or her eligibility or has become permanently ineligible for intercollegiate competition or receiving athletics financial aid.
- Student-athletes may not receive compensation for signing an autograph while he or she is participating in official team activities or otherwise representing ODU.
- Student-athletes may not earn compensation for their NIL by promoting or from any person, company, or organization related to or associated with:
 - Casinos or gambling, including sports betting;
 - Alcohol products;
 - Substances banned by the NCAA, including tobacco and marijuana; or
 - Anything deemed to not be in the best interests of the University as determined by the athletics director or his designee.
- ODU may require student-athletes to enter into an agreement that prohibits them from earning compensation from their NIL while engaged in official team activities.
- ODU and ODU employees, including volunteer employees, may not be involved in the development, operation, or promotion of a non-institutional NIL activity and shall not purchase a student-athlete's work product or service.

Disclosing NIL Opportunities

- Students-athletes must disclose any agreement concerning their NIL **prior** to execution of the agreement to participate in a NIL activity. The process for disclosing is as follows:
 - (1) At least **ten business days prior** to executing the agreement, the student-athlete must complete the *Disclosure of NIL Activities* workflow in ARMS;
 - Information to be disclosed includes, but is not limited to, type of activity, type and amount of compensation provided, and identities and relationships of those entities or individuals providing the compensation.
 - (2) The ODU Athletics Compliance Office has a reasonable period of time from the date the workflow is submitted to review the agreement during which time it is impermissible for the student-athlete to execute the submitted agreement;
 - (3) The Compliance Office will send an electronic notice of confirmation or denial for the submitted agreement. If the submitted agreement is denied, the student-athlete will be given the reasons as outlined in this document under *Prohibited Activities*.
 - (4) If the request is denied, the student-athlete has the opportunity to submit an appeal of the decision within 10 business days of the notice being sent. The appeal will be reviewed by a committee of non-athletics University officials and general counsel.
 - (5) Any later changes to an agreement approved by the compliance office must be disclosed via the *Disclosure of NIL Activities* workflow within three business days of the change.
- If ODU believes there is a conflict with an existing agreement, it must disclose to the student-athlete and the student-athlete's professional representation, if applicable, the relevant terms of the agreement that are in conflict.

Agents & Legal Representation

- ODU may not prohibit or prevent a student-athlete from obtaining professional representation by an athlete agent licensed per the Code of Virginia § 54.1-519 through 54.1-535, or legal representation by an attorney licensed to practice law in the Commonwealth of Virginia, for issues related to NIL.
- Student-athletes may not consider any feedback or response from ODU employees or officials in relation to their NIL activities or contracts to be legal advice or representation. Student-athletes are encouraged to seek their own legal counsel as needed.

International Student-Athletes

- International student-athletes should refer to their visa terms and restrictions related to earning income while studying in the United States prior to engaging in any NIL activities.

Athletic Scholarship & Institutional Aid

- ODU may not reduce, cancel, revoke or not renew an athletic scholarship because a student-athlete earns compensation from his or her NIL.
- Any compensation earned from the use of NIL may be used by ODU to calculate income for determining eligibility for financial aid.

Employment Status

- A student-athlete is not considered an employee of ODU based on participation in intercollegiate athletics.

Tax Considerations

- Student-athletes are responsible for reporting all taxable income to the appropriate federal, state, and local authorities and following applicable regulations. ODU will not provide assistance or advice on taxation matters in relation to a student-athlete's use of his or her NIL.

Crowdfunding

- Student-athletes may use their NIL through a crowdfunding service to raise funds for a specific charitable purpose or to cover actual and necessary expenses related to an approved outside competition (and associated practice) while competing unattached (Per NCAA rules, funds for outside competitions may not come from agents, professional sports organizations, or ODU boosters. Bylaw 12.1.2.1.4.3).
- A student-athlete may not use his or her NIL through a crowdfunding service to raise funds to cover educational expenses that are included in his or her athletics aid agreement with ODU.

Future Changes to this Rule

- ODU may make changes to this policy at its discretion at any time or to be consistent with applicable Federal, Virginia, NCAA, or affiliated Conference(s) legislation.