



SDSU ATHLETICS

Name, Image, & Likeness Policy

San Diego State University ("SDSU") is committed to allowing our student-athletes the freedom to use their name, image, and likeness ("NIL") and be fairly compensated in doing so. This policy is intended to serve as the SDSU Athletic Department's policy for student-athletes seeking to earn compensation in exchange for the use of their name, image, or likeness.

This policy is subject to modification as changes to state law, federal law, and NCAA legislation are likely to continue in the coming days and months.

1. NIL is NOT pay for play.
 - a. Compensation for a student-athletes NIL activities may not be conditioned on athletic performance or attendance at SDSU.
2. Student-athletes are prohibited from participating in NIL activities when engaged in official team activities (e.g., practice, competition, media obligations, team travel, promotional activities, travel, etc.).
3. Student-athletes should not miss class or other academic obligations (i.e., tutors) for NIL activities.
4. Student-athletes are NOT permitted to enter into a contract if a provision is in conflict with a provision of the team's contract.
5. Student-athletes are not permitted to engage in NIL activities that conflict with NCAA rules (e.g., sports wagering, tobacco, banned substances, etc.).
 - a. NCAA banned substances can be found [here](#).
6. **Institutional / Third-Party Involvement**
 - a. SDSU is not permitted to be involved in the development, operation, or promotion of NIL activities; this includes, but is not limited to, coaches, staff, and independent contractors of SDSU.
 - b. SDSU Boosters may only be involved in legitimate NIL business activities with current and prospective student-athletes when services and compensation are consistent with the services and compensation provided to other clients. Compensation may not be conditioned on athletic performance or attendance at SDSU.
 - c. SDSU, the athletics department, staff members or coaches may not compensate or arrange compensation to a current or prospective athlete for their NIL.
 - d. Existing NCAA legislation related to Employment, Offers of Inducements, and Extra Benefits still apply.
7. **Disclosure**
 - a. All agreements for NIL activities must be disclosed to SDSU.
 - i. Student-athletes are required to submit all NIL activities using the ARMS NIL workflow.
 - ii. All NIL activities should be submitted to SDSU prior to entering into an agreement for or participating in NIL activities.
 - iii. Disclosure is NOT an approval process. SDSU will provide an acknowledgment of receipt upon receiving a disclosure.
 - iv. While SDSU requires disclosure, no SDSU employee or independent contractor may provide student-athletes legal, financial, or business advice regarding NIL activities.
8. **SDSU Logos/Marks**
 - a. Given so many unknowns in this space, we are currently not permitting the use of SDSU logos/marks for any NIL activities.
 - i. The use of SDSU's name and logos are protected by law (intellectual property).
9. **SDSU Facilities**
 - a. SDSU facilities are permitted to be used for NIL activities provided SDSU policies and procedures for renting such facilities are followed.
 - i. If using SDSU facilities for NIL activities, student-athletes are responsible for following campus processes and permissions which includes, but is not limited to, contracts and payment through the [SDSU Conference Services](#).
 - ii. Student-athletes should NOT use their status as a student-athlete to gain access to SDSU facilities for NIL activities.
10. **Professional Service Providers**
 - a. Student-athletes are permitted to obtain professional representation in relation to contracts or legal matters including, but not limited to, athlete agents or legal representation.
 - b. Professional representation shall be from persons licensed by the state.
 - i. These individuals are expected to register with the SDSU Athletics Compliance Office
 - c. Student-athletes are required to pay the representative's normal fee for NIL activities.
 - d. No institutional employees (or SDSU independent contractors) may serve as a professional service provider or assist in identifying, selecting, arranging, or providing payment for professional service providers.
 - e. Using professional service providers to market a student-athlete's athletic ability or reputation in a sport to secure an opportunity as a professional athlete may jeopardize your NCAA eligibility.
 - i. We recommend a limited scope of representation being very clearly defined in any agreements you sign with a professional service provider.
11. **Exceptions**
 - a. SDSU, at any time, may authorize variances from, or exceptions to, this NIL Policy that are consistent with SDSU's commitment to compliance with federal law, state law, and conference or NCAA rules.



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