



UK Athletics Name, Image & Likeness Policy for Student-Athletes

REVISED 7.29.22

Purpose: To ensure that a student athlete may earn compensation for the use of his or her name, image, or likeness (NIL). Such compensation must be commensurate with the market value of the authorized use of the student athlete's name, image, or likeness. 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 the university.

Policy & Procedure: Pursuant to the adoption of Kentucky Revised Statutes 164.6941 through 164.6951 student-athletes are permitted to use their name, image, and likeness for purposes of compensation. Consistent with the law of the Commonwealth, the University implements the following requirements on student-athletes who wish to receive such compensation.

Definitions:

Compensation.

Compensation is defined as anything of value, monetary or otherwise, including but not limited to cash, 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 is not defined as:

- i. Educational expenses or any financial aid, benefits or awards provided to a student-athlete in accordance with rules of an athletic association;
- ii. Federal or state grants or scholarships;
- iii. Payments of wages and benefits at a rate commensurate with prevailing rate for similar work in the locality of the institution to a student-athlete for work actually performed other than for athletic ability or participation in intercollegiate athletics.

Name. "Name" is defined as the first, middle, or last name, or nickname of the student-athlete when used in a context that reasonably identifies the student-athlete with particularity, which may include a team number, symbol, logo, or brand.

Image. "Image" is defined as a picture or video of the student-athlete.

Likeness. "Likeness" is defined as a physical, digital or other depiction or representation of the student-athlete.



Promotional Activity. A promotional activity shall be defined as any use of a student-athlete’s name, image or likeness to promote the commercial endeavors of any entity, including media. Activities include but are not limited to:

1. In-person appearances;
2. Social media posts;
3. Media Appearances (e.g. appearance on a talk show);
4. Digital/printed materials (e.g. Billboard, online ad, etc.).

Representative of Athletics Interests. A representative of athletics interests (e.g. booster) is any individual who:

1. Has made a financial contribution to the institution;
2. Assisted in the recruitment of a prospective student-athlete;
3. Provided benefits of any kind to a current student-athlete.

Prevailing Market Rate. A rate that is tethered to the value of the consideration the student-athlete provides in a NIL agreement that is reasonable based on a comparison with:

- a. Student-athletes of similar skill and experience in that sport;
- b. Student-athletes of similar notoriety; and
- c. NIL agreement compensation in similar markets.

Requirements.

1. Disclosure Requirements.

- A. A student-athlete has to enter an NIL activity 7 business days prior to the activity occurring.
- B. Once the NIL activity has been entered, the Athletics Compliance Office will respond to the transaction within 3 business days pursuant to Kentucky State Law.

The disclosure must be inputted into INFLCR Verified, which will trigger a notification to the UK Athletic Compliance Office to review and process. This review is solely for compliance with this policy and the Kentucky State Law -- it does not constitute an arrangement of the contract or agreement by or at the direction of the University, nor is it a legal review on behalf of the student-athlete.

Until the Athletics Compliance Office reviews and provides feedback, the student-athlete may not engage in the proposed activity. In the event the Athletics Compliance Office does not approve, the student-athlete may not undertake the proposed activity. Information regarding an appeal process for any activity that is not approved can be found in the subsection “Appeals.”



Failure to disclose any contract or agreement may result in loss of eligibility, including suspension from team activities or competition, and/or additional NIL education or training.

2. Conditions of use of name, image, or likeness for compensation.

NCAA Bylaws, including prohibitions on pay-for-play and improper recruiting inducements, remain in effect, subject to certain conditions. For the University of Kentucky, these conditions are:

Because the state of Kentucky has a state law regarding NIL, if an individual or member institution elects to engage in an NIL activity the individual's eligibility for and/or the membership institution's full participation in NCAA athletics will not be impacted by application of NCAA Bylaws.

Use of a professional services provider is also permissible for name, image, or likeness activities, except as otherwise provided by Kentucky state law.

Student-athletes may not receive payments, provision, or promise of any other consideration or benefits by the university or by any booster or any other person or entity acting on behalf of the university for purposes of compensation based on athletic performance or as an inducement to attend the university.

A student-athlete may receive compensation for use of name, image, or likeness under the following conditions:

- a. The student-athlete shall not miss classes or other academic obligations (i.e. tutors) to participate in a promotional activity;
- b. The student-athlete shall not be permitted to engage in NIL activities during required team activities, including practice and competitions.
 - i. A student-athlete is permitted to engage in NIL activities when travelling for official team activities (i.e., competition) only during time that is considered "free time."
- c. Additionally, the student-athlete is not permitted to miss required activities (including practice and competitions) for NIL activities.
- d. The student-athlete shall not use University Facilities; unless an applicable agreement is secured granting the right to use such facility. Facility requests will be reviewed on a



case-by-case basis. Requests for facility use for camps, clinics, or private lessons will not be approved.

- e. The student-athlete may not use the University's trademarks (e.g., logos, word marks (including, but not limited to, the University's name, nicknames, team names, mascot name, slogans, etc.), colors, and other identifying indicia) or copyrighted content unless an applicable agreement is secured granting the right to use such intellectual property consistent with the University's current licensing program.
 - f. UK employees (including but not limited to Athletics staff and coaches) are not permitted to give or promise compensation to student-athletes (or prospective student-athletes) for the use of their name, image, & likeness or negotiate any part of a NIL agreement on behalf of the student-athletes. However, UK employees may provide impartial analysis on NIL agreements to student-athletes.
3. **Use of Agents.** Student-athletes are permitted use an athlete agent solely for purposes of assisting with contracts for compensation. The use of an "athlete agent" for purposes of assisting with contracts for compensation for the student athlete's name, image and likeness shall conform to KRS 164.6901-.6935 and comply with the Sports Agent Responsibility and Trust Act established in 15 U.S.C. Section 7801, et seq.

Any individual involved in assisting with promotional activities for student-athletes should be registered with the UK Athletics Compliance office and the Commonwealth of Kentucky.

4. **Benefits from Agents.**

Benefits may be provided by marketing agents to student-athletes and/or their families to discuss NIL deals/transactions. The benefits being provided must be reasonable, actual/necessary expenses within reason in order to discuss NIL deals/transactions.

5. **Prohibited categories for compensation.** Pursuant to Kentucky Revised Statutes 164.6941 through 164.6951, an institution is permitted to prevent compensation in exchange for a contract of endorsement, promotion, or other activity that the postsecondary educational institution determines is in conflict with an existing contract of endorsement, promotional or other activity entered by the postsecondary educational institution.

The following have been determined to be impermissible forms of name/image/likeness compensation at the University of Kentucky and therefore, student-athletes are not permitted to enter into an arrangement with:

- a. Lotteries, Casinos, sports wagering facilities, online equivalents.
- b. Products and establishments that market products exclusively to those 18 years of age or older.



- c. Adult entertainment (i.e. strip clubs, pornography, etc).
- d. Tobacco, marijuana, nicotine vapor products, etc.
- e. Apparel, sportswear, footwear, athleisurewear during all team activities (CARA & RARA).
- f. Providers of higher education (other colleges and universities), health care, and related services.

Failure to abide by these may result in loss of eligibility, including suspension from team activities or competition, and/or additional NIL education or training.

6. Involvement of UK Representative of Athletics Interests. Student-athletes may not receive payments, provision, or promise of any other consideration or benefits by the university or by any representative of athletics interests or any person or entity acting on behalf of the university in exchange for athletic performance. Additionally, they may not receive compensation in exchange for attendance at the university or to enroll at the institution. Student-athletes are not prohibited from entering into genuine NIL agreements with separate business entities that are operated by an individual who is also a booster.
7. International Student-Athletes. UK international student-athletes should not enter into any compensation agreement without first checking with the UK Office of International Students to ensure it complies with Visa and Immigration requirements.
8. Impact of Pell grants and other financial aid. Pell grants and other need-based aid could be affected by name, image, and likeness compensation. Questions regarding aid should be directed to the UK Financial Aid Office.
9. Student-Athletes under 18: Any SA under the age of 18 at the time of agreement must have additional consent from a parent or legal guardian.

Appeals.

Pursuant to Kentucky Revised Statutes 164.6941 through 164.6951, a student-athlete is permitted to appeal any NIL transactions that the institution has deemed to be in conflict of institutional policy. If a student-athlete wishes to exercise their appeal option, they must do so in writing to the Compliance office within 48 hours of receiving notification of the denial.

A hearing before members of the Name, Image, & Likeness Appeals Committee will be arranged as expeditiously as possible.

APPEALS PROCESS FOR NAME, IMAGE, & LIKENESS TRANSACTIONS DEEMED NONCOMPLIANT



Per UK Athletics policy, the institution's compliance office shall have the authority to review each NIL transaction that is disclosed by student-athletes to determine whether or not the activity complies with institutional policy. If the activity does not comply, the compliance office staff will provide notification of noncompliance thru the transaction review process in INFLCR.

Following notification of noncompliance, the student-athlete will be given 48 hours in which to notify the Compliance Office in writing of his/her intent to appeal the decision and request a hearing be conducted.

Appeal Hearing attendees:

- Faculty Athletics Rep.
- Representative from the General Counsel's office.
- 1 student-athlete from another sport.
- 1 representative from the marketing/licensing department.
- 1 athletics staff member (not from the appealing student-athlete's sport).

- Compliance administrator that manages the hearing but is a nonvoting member of the Committee.

Appeal Procedures:

1. Committee chair (Faculty Athletics Representative) provides overview of facts and supporting documentation.
 - a. Reinforce the need for confidentiality by all parties.
 - b. Clarify the specific reason that the NIL transaction was determined to be noncompliant.
2. Student-athlete presents position, including rationale, documentary evidence, and witnesses (if any).
3. Questions by Committee members to the student-athlete.
4. Closing statement by the student-athlete.
5. Closing remarks by the Committee chair re: next steps and timeline of decision.
6. Each party may confer privately.
7. The student-athlete can be advised by his/her parent(s), legal guardian(s), or person who negotiated the NIL transaction in the hearing.



At the conclusion of the hearing, the Appeals Committee shall confer in private. Only members of the committee shall vote on the decision. Notification of the decision will also be sent to the Director of Athletics.

The decision of the Appeals Committee will be final and binding on all parties.