



Policy Name	Name, Image, or Likeness Activity Policy
Policy Number (Org/No.)	114000.300
Administrative Division	Division of Athletics
Unit	Division of Athletics
Effective Date	March 1, 2022
Creation Date	December 1, 2021
Review Date	

1.0 Purpose

Student-athletes may earn compensation, commensurate with market value, for the use of their name, image, or likeness while enrolled at Jackson State University and obtain retain a certified agent for any matter or activity relating to such compensation. This policy is to provide JSU student-athletes with institutional rules and regulations as it relates to the use of their name, image, or likeness for compensation.

2.0 Applicability

This policy applies to all JSU administrators, faculty, staff, students, student organizations, and volunteers.

3.0 Definitions

- a. Name, Image, or Likeness Agreement – a contract or similar arrangement between a student-athlete and a third-party licensee regarding the commercial use of the name, image or likeness of the student-athlete.
- b. Compensation – anything of value, monetary or otherwise, including, but not limited to, cash, gifts, in-kind items of value, social media compensation, 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.
- c. Third-party licensee – any individual or entity that licenses publicity rights or the use of name, image or likeness from any prospective or current student-athlete or group of student-athletes.
- d. Professional Representation – Professional representatives (athletic agent or legal representative) must either be registered as an athletic agent as provided in MS Code Section 73-42-1, et seq. or licensed to practice law in Mississippi and in good standing with the Mississippi Bar.

4.0 Policy

1. Permissible name, image, or likeness activities:

Student-athlete may enter into a contract to receive compensation for his/her name, image, or likeness and may obtain professional representation in relation to name, image, or likeness agreements as long as those activities are permissible under NCAA, JSU policies and regulations, and comply with Mississippi law.

2. Impermissible name, image, or likeness activities:

Neither JSU, nor any of its representatives, may provide compensation to a current or prospective student-

athlete as an inducement for him/her to enroll in a specific institution or for athletics performance. Impermissible inducement includes, but is not limited to, the following:

- a. Student-athlete shall not earn compensation in exchange for his/her athletic ability; participation in intercollegiate athletics; or enrollment in a particular school.
 - b. Name, image or likeness agreements must contain quid pro quo. The payment of wages and benefits for work actually performed at a rate commensurate with the prevailing rate for similar work performed in the relevant market.
 - c. Neither JSU, nor any of its representatives, may not provide a prospective or current student-athlete's family compensation in relation to the use of the student-athlete's name, image, or likeness.
3. Student-athlete duty to disclose:
- a. The student-athlete must provide JSU written notice at least 7 days prior to entering into a representation agreement (athletic agent or legal representation) for the purpose of exploring or securing compensation for the use of the student-athlete's name, image, or likeness by completing the NIL Reporting Form and following all rules and regulations regarding entering the information into the Opendorse platform. Professional Representatives must be registered as athlete agents as provided in section 73-42-1 et seq., Mississippi Code of 1972, of the Uniform Athlete Agent Act. Attorneys who provide legal representation to student-athletes must be licensed to practice law in Mississippi and in good standing with the Mississippi Bar.
 - b. At least 10 business days prior to the student-athlete entering into a contract for compensation for the use of the student-athlete's name, image, or likeness and before any compensation is provided, the student-athlete must complete the NIL Reporting Form, provide a copy of the proposed contract to the JSU Athletic Director, or his designee, and follow all rules and regulations regarding entering the information into the Opendorse platform.
4. Limitations/Restrictions on NIL agreements:
- a. Student-athletes may not engage in NIL activities during required team activities or while representing JSU in any capacity. Student-athletes may not miss class to participate in NIL activities.
 - b. Student-athlete may not enter into a contract for compensation for the use of his/her name, image, or likeness in a way that also uses JSU's marks, logos, verbiage, or design.
 - c. Student-athletes are prohibited from wearing any item of clothing, shoes, or other gear with the name, logo, or insignia of any other entity during an intercollegiate athletic competition or JSU sponsored event including JSU athletics practices.
 - d. Student-athletes may not enter into name, image, and likeness agreements or receive compensation

for the endorsement of promotion of the following:

- (1) Gambling;
- (2) Sports betting;
- (3) Controlled substances;
- (4) Marijuana;
- (5) Tobacco or alcohol company brand or products;
- (6) Alternative or electronic nicotine product or delivery system;
- (7) Performance-enhancement supplements;
- (8) Adult entertainment
- (9) Or any other product or service that is reasonably considered to be inconsistent with the values or mission of JSU or that negatively impacts or reflects adversely on JSU or its athletics program by bringing about public disrepute, embarrassment, scandal, ridicule, or any way negatively impacts the moral, reputation, or ethical standards of JSU.

e. Student-athlete's name, image, or likeness agreement formed while the student-athlete is participating in an intercollegiate sport at JSU may not extend beyond the student-athlete's participation in the sport.

5. Compensation:

- a. Compensation for the student-athlete use of name, image, or likeness shall not affect student-athlete's scholarship, grant-in-aid, or any other financial aid, awards, or benefits.
- b. Compensation for student-athlete's name, image, or likeness may not be conditioned on athletic performance or attendance at JSU.

6. Trademark Licensing:

A student-athlete shall not use an institution mark or permit its indicia, names, logos, symbols, insignia, tradenames, service marks, and trademarks (collectively "Trademarks") of the University in non-institutional name, image, and likeness activities without prior written approval. This includes any previous Trademarks owned by the institution.

If a student athlete has entered into an endorsement deal that replicates apparel bearing the University name, logos, symbols, insignia, tradenames, service marks, and trademarks the vendor has to enter into a NIL Co-Branded License through our collegiate trademark licensing company partner CLC.

Jackson State University trademarks are governed by Auxiliary Enterprises, and vendors must be licensed through Collegiate Licensing Company and submit all artwork through Brand Manager 360 for review. To become a licensed vendor, please visit <https://clc.com/home/get-licensed/>.

7. Legal Review:

Neither JSU nor any other JSU entity will perform a legal review of student-athlete name, image, or likeness

agreements. It is the student-athlete's responsibility to ensure that he/she complies with all NCAA requirements as well as Mississippi law when entering into name, image, or likeness agreements.

8. Consequences:

Depending on the nature and type of policy deviation, violations of this policy may result in appropriate disciplinary measures in accordance with state law, federal law, University policies, procedures and/or codes of conduct and may result in NCAA sanctions up to and including permanent ineligibility to participate in college athletics. In addition, student-athletes who do not comply with this policy may face discipline at the discretion of the Athletics Director including scholarship reductions and/or cancellation.

9. JSU reserves the right to modify the terms and conditions contained herein.

5.0 Adherence:

All University faculty, staff, students, student organizations, and volunteers are expected to comply with all federal and state laws, the Mississippi Institutions of Higher Learning policy and bylaws, and University policies, including but not limited to this stated policy to help ensure that the University is and remains in compliance therewith.

[Insert text here]

7.0 CERTIFICATE OF APPROVAL / SIGNATURE

Policy Name	<i>Name, Image, or Likeness Activity</i>	
Policy Number	<i>114000.300</i>	
Administrative Division	<i>Division of Athletics</i>	
<u>Approved By:</u>	<u>Signature</u>	<u>Date</u>
President	<i>[Signature]</i>	<i>2/10/22</i>
General Counsel	<i>[Signature]</i>	<i>2/9/22</i>
VP/Provost	<i>[Signature]</i>	<i>2/9/2022</i>
Director		

