



## Ohio Administrative Code

### Rule 3341-8-03 Student-athlete compensation for use of name, image, and likeness.

Effective: August 6, 2021

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#### (A) Policy statement and purpose

Executive order (EO) 2021-10D allows student-athletes to seek and receive compensation for the use of their name, image, and likeness, subject to certain requirements. It also allows institutions of higher education to establish policies to address any failure to comply with those requirements. The purpose of this policy is to enforce that executive order and any subsequent state or federal legislation as applicable.

EO 2021-10D does not allow student-athlete compensation in exchange for athletics performance (pay-for-play) or as an inducement to attend BGSU (impermissible recruiting inducement). Those matters remain subject to NCAA and other athletic authority prohibitions.

#### (B) Policy scope

This policy applies to all BGSU student-athletes in all matters related to compensation for the use of their name, image, or likeness.

#### (C) Policy definitions

##### (1) Compensation

"Compensation" means any form of payment or remuneration, including but not limited to cash, gifts, in-kind items of value, social media compensation, payments for licensing or use of publicity rights, and payments for other intellectual or intangible property rights.

It does not mean educational expenses or any financial aid, benefits, or awards provided to a student-athlete in accordance with rules of an athletic association; federal or state grants or scholarships; or payment of wages and benefits to a student-athlete for work actually performed (other than for



athletic ability or participation in intercollegiate athletics), provided that the wages and benefits correspond to the prevailing rate for similar work in the Bowling Green area.

(2) Name, image, and likeness

"Name" means the first name, last name, or nickname of the student-athlete when used in a context that reasonably identifies the student-athlete with particularity.

"Image" means a picture of the student-athlete.

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

(3) Student-athlete

"Student-athlete" means an individual who engages in or is eligible to engage in an intercollegiate athletics program at BGSU but does not include for a particular intercollegiate sport an individual who is permanently ineligible to participate in that sport.

(D) Policy

(1) Required pre-contract review and approval

A student-athlete who intends to enter into a verbal or written contract providing compensation to them for use of their name, image, or likeness must disclose the proposed contract to the associate athletic director for compliance or their designee (AADC) for review for compliance with this policy before agreeing to the contract.

As part of the review process, the AADC will determine whether the proposed contract conflicts with a provision of a contract to which BGSU is a party, such as an exclusive sponsorship contract. If there is a conflict, the AADC will provide the conflicting contract provision to the student-athlete. The student-athlete shall not enter into the proposed contract but may negotiate a revision to it to avoid the conflict. The AADC will review the revised proposed contract to verify that the conflict is eliminated and otherwise ensure compliance.



A student-athlete shall not enter into a verbal or written contract providing compensation to them for use of their name, image, or likeness or accept any compensation or provide any deliverables or services under such a contract until it has been reviewed and approved by the AADC.

(2) Official team activities

A student-athlete shall not enter into a verbal or written contract that compensates them for use of their name, image, or likeness if the contract requires the student-athlete to display a sponsor's product, or otherwise advertise for a sponsor, during any official team activities.

(3) Activities inconsistent with the university's mission

BGSU student-athletes are highly visible representatives of their teams and the university and are expected to conduct themselves in a professional manner that reflects the highest standards of athletic excellence and upholds the integrity of the university. Accordingly, no student-athlete may enter into a verbal or written contract providing compensation to them for associating their name, image, or likeness with any of the following:

(a) Any company or brand that manufactures, distributes, or materially promotes the sale of a controlled substance, marijuana product, medical marijuana product, alcoholic product, tobacco product, electronic smoking device, vapor product, or product or device that consists of or contains nicotine that can be ingested into the body. This category also includes anabolic steroids and any performance-enhancing drugs.

(b) Any medical marijuana cultivator, processor, laboratory, or retail dispensary.

(c) Any business engaged in the sale, rental, or exhibition for any form of consideration of adult entertainment that is characterized by an emphasis on the exposure or display of sexual activity.

(d) Any casino or entity that sponsors or materially promotes gambling activities, including but not limited to sports betting.



#### (4) Pay-for-play and impermissible inducement

A student-athlete shall not enter into a verbal or written contract that compensates them for use of their name, image, or likeness if the contract is with BGSU, any person or entity acting on behalf of BGSU, or any booster if it is in exchange for or as an inducement for athletic performance or attendance at BGSU.

For purposes of this section, a "booster" is a person or entity acting as a representative of BGSU's athletic interests. For example, a booster includes anyone who has provided a donation in order to obtain season tickets for any sport at the university; participated in or has been a member of an organization promoting the university's athletics programs; or made a financial contribution to or for the benefit of the department of intercollegiate athletics. For further information, see NCAA bylaw 13.02.15, representative of athletics interests.

#### (5) Athlete agent

A student-athlete is allowed to use an agent to assist with contracts for compensation for the student-athlete's name, image, and likeness. An agent used for that purpose must be registered under Ohio law (Chapter 4771. of the Revised Code) unless the agent is an immediate family member. Use of an agent for other sport-related purposes is generally prohibited by NCAA bylaws. For example, a student-athlete may not use an agent to market their athletic ability or reputation in their sport or to secure an opportunity as a professional athlete. A student-athlete who agrees to be represented by an agent for such purposes may jeopardize their intercollegiate eligibility.

#### (6) University intellectual property

No student-athlete may use BGSU intellectual property to earn compensation for the use of their name, image, or likeness without the prior written permission of the AADC. BGSU intellectual property includes, but is not limited to, BGSU's name, trademarks, service marks, logos, colors, and symbols, regardless of whether the intellectual property is registered. BGSU may refuse to grant permission in its sole discretion.

For clarity, this section does not prohibit a student-athlete on the roster of a BGSU intercollegiate



athletic team from identifying themselves as a BGSU student and member of the team.

(7) Required education

In its discretion, BGSU may require student-athletes to participate in non-credit-bearing educational sessions on financial literacy, life skills, and related subjects as approved and provided by the university.

(E) Enforcement

Failure to comply with this rule will be treated as an offense against the university community and subject to proceedings under the code of student conduct. If a student-athlete is found responsible in those proceedings, in addition to any sanctions imposed under the code, the AADC has discretion to decline to approve future contracts disclosed by that student-athlete pursuant to this rule. The student-athlete may appeal this additional AADC sanction to the director of intercollegiate athletics, whose decision shall be final. Decisions regarding eligibility and the continuation of "Grant-In-Aid" will also be made by the university.

(F) Limitations

Approval of a proposed contract signifies that it complies with this policy only. The AADC and the university do not represent the student-athlete in relation to any contract or other legal matter. If a student-athlete seeks or receives compensation for the use of their name, image, and likeness it may adversely impact other matters: for example, need-based financial aid (such as a pell grant) or the visa status of an international student. Student-athletes are encouraged to obtain their own professional representation with respect to contracting for compensation for the student-athletes name, image, and likeness.

Equity impact statement: The rule has been assessed for adverse differential impact on members of one or more protected groups.