

Vanderbilt Athletics NIL Policy for Student-Athletes

Purpose: To ensure that a student-athlete may earn compensation for the use of his or her name, image, or likeness (“NIL”) consistent with NCAA bylaws and/or State laws.

Policy & Procedure: Pursuant to Tennessee House Bill 1351 (2021) (to be codified at Tennessee Code Annotated, Title 49, Chapter 7, Part 28) and NCAA bylaws and policy, Vanderbilt student-athletes are permitted to use their name, image, and likeness for purposes of receiving compensation consistent with the NCAA [Interim] Name, Image and Likeness Policy beginning July 1, 2021 (with the provisions of Tennessee HB1351 becoming effective beginning January 1, 2022). Outlined below are the requirements and procedures that student-athletes will need to follow in order to receive such compensation.

Effective Date: July 1, 2021. Vanderbilt and Vanderbilt Athletics reserve the right to change or create an exception to this policy (in case unique circumstances or cases warrant). Any updates to the policy will be available online at <https://vucommodores.com/compliance/>.

Definitions.

Compensation. “Compensation” is defined as any form of payment or remuneration, 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.

Name. “Name” is defined as the first or last name, or the nickname, of the student-athlete when used in a context that reasonably identifies the student-athlete with particularity.

Image. “Image” is defined as a picture/photograph, video, or other representation 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” is defined as any use of a student-athlete’s name, image or likeness to promote the commercial endeavors of any entity, including media.

Promotional activities include but are not limited to:

1. In-person appearances;
2. Social media posts;
3. Media Appearances (e.g., appearance on a televised, radio, or other broadcast talk show); or
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; or
3. Provided benefits of any kind to a current student-athlete.

Student Athlete. “Student Athlete” means a student who is enrolled at Vanderbilt and participates in an intercollegiate athletic program.

Requirements.

1. **Disclosure Requirements.** A student-athlete is required to disclose to Vanderbilt Athletics any contract or agreement related to NIL between a student-athlete and third party in advance of the activity. Additionally, a student-athlete is required to disclose to Vanderbilt Athletics any NIL representation agreements (formal or informal) with a third party (i.e., agent). The disclosures must be submitted via TeamWorks, which will trigger a notification to the athletics compliance staff. Student-athletes must include any documentation (i.e., contract, MOU) associated with the contract or agreement.

In addition, by [December 31] of each year a student-athlete who earned compensation in that year shall submit an annual report to Vanderbilt Athletics via Teamworks. The annual report must include the identities of the entities or persons who provided compensation to that student-athlete and the amount of compensation received from each person or entity.

Failure to timely and accurately disclose any contract or agreement or to submit an annual report as required by this policy may result in loss of eligibility or other institutional sanctions.

2. **Conditions of participation in a promotional activity.** Student-athletes may not receive payments, provision, or promise of any other consideration or benefits for NIL in exchange or as an inducement for athletic performance or attendance or enrollment at Vanderbilt by Vanderbilt, any representative of athletics interests, or any person or entity acting on behalf of Vanderbilt.

In no case shall a student-athlete receive compensation for NIL from a third party when the student-athlete is engaged in official Vanderbilt team activities or Vanderbilt academic activities without permission from the Athletics compliance staff. Official team activities include, for example, sporting events, practice, team travel on Vanderbilt arranged transportation, mandatory media events, photo sessions, community service, and team building activities.

A student-athlete may receive compensation to participate in promotional activities under the following conditions:

- a. The student-athlete shall not miss class to participate in a promotional or NIL activity;
- b. The student-athlete shall not miss required team activities, including practice and competitions, to participate in a promotional or NIL activity.
- c. The student-athlete shall not use Vanderbilt facilities or uniforms in conducting promotional activities without approval from Athletics compliance staff.
- d. The term of the contract may not extend beyond a student-athlete’s participation in an athletic program at Vanderbilt.
- e. The student-athlete shall not be permitted to use Vanderbilt logos, trademarks, trade dress (uniforms), or other intellectual property without obtaining the appropriate license from Vanderbilt prior to such use.
- f. Vanderbilt staff (including coaches) are not permitted to provide or arrange for compensation to student-athletes for their name, image, & likeness.

3. **Value of Compensation.** Any compensation, in whatever form, 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 a particular postsecondary educational institution.**
4. **Use of Agents.** Student-athletes are permitted to use a third party solely for purposes of assisting with name, image, or likeness contracts for compensation. If any such third party qualifies as an "athlete-agent" as defined by Tennessee law, such third party must be licensed under § 49-7-2104 and must satisfy the requirements of title 49, chapter 7, part 21. If the third party is an attorney who represents an intercollegiate athlete for purposes of securing compensation for the use of her or his name, image, or likeness, then the attorney must also be active and in good standing with the board of professional responsibility or equivalent entity in the state in which the attorney is licensed.
5. **Prohibited categories for compensation.** Pursuant to Tennessee state law, Vanderbilt is permitted to prevent compensation in exchange for a contract of endorsement, promotion or other activity that Vanderbilt determines is in conflict with an existing contract of endorsement, promotional or other activity entered by Vanderbilt, as well as such agreements that conflict with the values of Vanderbilt.

The following have been determined to be prohibited categories of name/image/likeness activities at Vanderbilt University:

- a. Products and establishments that market products exclusively to those 18 year of age or older:
 - i. Alcoholic beverages
 - ii. Establishments that primarily exist to serve alcoholic beverages (bars, night clubs, etc.)
 - b. Adult entertainment (i.e., strip clubs, pornography, etc.) and establishments that primarily exist to provide adult entertainment
 - c. Tobacco, marijuana, nicotine vapor products, etc.
 - d. Lotteries, casinos, sports wagering facilities, or online equivalents
 - e. Other products or services that conflict with institutional agreements as determined by University staff and affiliates.
6. **Prohibition of involvement by Vanderbilt and Vanderbilt employees.** Pursuant to Tennessee law, Vanderbilt, its officers, directors, and employees (including coaches) may not be involved in the development, operation, or promotion of a current or prospective student-athlete's name, image, or likeness, including actions that compensate or cause compensation to be provided to student-athletes.
 7. **Involvement of Vanderbilt representatives of athletics interests and entities whose primary purpose includes supporting or benefitting the institution or its athletics program.** Student-athletes may not receive payments, provision, or promise of any other consideration or benefits in exchange or as an inducement for athletic performance or attendance or enrollment at Vanderbilt by any representative of athletics interests or any person or entity acting on behalf of

Vanderbilt. Additionally, an entity whose primary purpose includes supporting or benefitting Vanderbilt or its athletics program may not compensate or cause compensation to be provided to a current or prospective student-athlete for the individual's name, image, or likeness if the arrangement is contingent on the athlete's enrollment or athletics participation at Vanderbilt.

8. **International Student-Athletes.** Vanderbilt international student-athletes should not enter into any compensation agreement without first discussing the arrangement with Vanderbilt International Student & Scholar Services and/or personal legal counsel to ensure it complies with applicable Visa and Immigration requirements.
9. **Impact of Pell grants and other financial aid.** Pell grant and other need-based aid eligibility may be impacted by compensation received for name, image, and likeness. Questions regarding eligibility for need-based financial aid should be raised with the VU Office of Student Financial Aid before the student-athlete enters into any agreement.
10. **Employment Status.** Under no circumstances shall any NIL agreement treat or otherwise imply that student-athletes are employees of Vanderbilt.

Institutional Requirements

1. Pursuant to Tennessee State law, a student-athlete's eligibility for athletic aid shall not be affected based on a student earning compensation from use of their NIL, except in the same manner as Vanderbilt would for other students with equivalent levels of financial need.
2. Pursuant to Tennessee State law, use of Vanderbilt's logos, trademarks, trade dress (uniforms), or other intellectual property without permission may be subject to revocation by Vanderbilt or legal action.
3. Pursuant to Tennessee State law, Vanderbilt University will conduct financial literacy workshops for all first-year student-athletes during their first full-time term of enrollment. The workshop shall include sessions on:
 - a. Budgeting
 - b. Debt Management
 - c. Tennessee State Law, NCAA rules, and University policy pertaining to name, image, and likeness activities.