



Ohio Administrative Code

Rule 3362-3-26 Name, image, and likeness for student athletes.

Effective: December 15, 2023

(A) Purpose

To the extent permitted by law, Shawnee state university will permit student-athletes to pursue agreements for compensation for the non-institutional use of their name, image, and likeness (NIL) under the conditions set forth in this policy and any associated procedures.

(B) Definitions

As used in this policy and in any related procedure.

(1) Name, image, and likeness (NIL) are the three components of a persons right of publicity. These are independent or collectively identifiable aspects of a person that make them unique, including their first name, last name, or nickname of the student-athlete when used in a context that reasonably identifies the student-athlete with particularity; a picture of the student-athlete; and/or a physical, digital, or other depiction or representation of the student-athlete.

(2) Official team activities means all games, practices, exhibitions, scrimmages, team appearances, team photograph sessions, sports camps sponsored by the institution or college, and other team-organized activities, regardless of whether the activity takes place on or off campus, including individual photograph sessions and news media interviews.

(3) Professional service provider means an individual or entity that provides services to a student-athlete concerning their NIL.

(4) Student-athlete means an individual enrolled at Shawnee state university who participates in official university intercollegiate athletics.

(C) Required disclosures and approval of agreements



(1) A student-athlete who intends to enter into a verbal or written contract providing compensation for use of the student's name, image, or likeness shall disclose the proposed contract to the athletic director, who will share the contract with the general counsel's office, for review by the university.

(2) If the university identifies a conflict between the proposed verbal or written contract described above and any existing provisions of a contract to which the university is a party, the university shall communicate to the student-athlete the relevant contract provision that is in conflict. The student-athlete shall not enter into the proposed contract, but the student may negotiate a revision to the proposed contract to avoid the conflict. The revised proposed contract is subject to additional review by the university.

(D) Use of university marks and facilities

(1) Student-athletes are not permitted to use the university's name or intellectual property, including, but not limited to, its trademarks, logos, or other symbols, to implicitly or explicitly endorse a third party or product.

(2) Student-athletes are not permitted to utilize any university-created content, including images and videos, in furtherance of their NIL agreements.

(3) Student-athletes may not use university facilities in such a manner that creates an express or implied impression that the university directly or indirectly endorses a third party or product.

(E) Prohibited sponsorship categories

Student-athletes are prohibited from entering into a contract providing compensation to the student-athlete for use of the athlete's name, image, or likeness if same is associated with any of the following:

(1) Alcoholic beverages;

(2) Tobacco products, including electronic smoking or vapor devices that contain nicotine which can



be ingested;

(3) Casinos or any entity that sponsors or promotes gambling activity;

(4) Any company that manufactures, markets, sells, or whose brand is associated with any controlled substances; and

(5) 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 themes or activity.

(F) Prohibited entities

Student-athletes may not enter into an NIL agreement if the agreement conflicts with a Shawnee state university agreement. As of the effective date of this policy, it is possible that a conflict will exist if a student-athletes proposed NIL agreement requires them to display a sponsor's product, or otherwise advertise for a sponsor, during official team activities or any other time if that requirement is in conflict with a provision of a contract to which Shawnee state university is a party.

(G) International student-athletes

(1) International student-athletes are required to notify the university's center for international programs and study abroad prior to entering into any NIL agreement.

(2) International student-athletes should consult an attorney prior to engaging in any NIL activity. Any off-campus compensation, including NIL-related compensation, could impact the status of a student-athletes F-1 visa.

(H) Professional representation

(1) A student-athlete may use the services of a professional service provider for advice, contract representation, and the marketing of their NIL, so long as the professional service provider is not representing the student-athlete for securing professional athletic opportunities.



(2) A professional service provider agreement and payment to a professional service provider may not be arranged or come from an employee of Shawnee state university. The university reserves the right to restrict a student-athlete from utilizing a professional service provider as defined herein.

(3) The university may identify a professional service provider for student-athletes. The university reserves the right to mandate the use of a specific service provider and to reject contracts with specific service providers.

(4) The university reserves the right to review fee agreements in NIL contracts.

(I) Exceptions

(1) Student-athletes who wish to enter into NIL agreements that conflict with the parameters established by this policy may submit a written request for an exception. Requests must be in made in writing to the athletic director.

(2) Requests for exceptions to this policy will be assessed by the athletic director, who will then forward the request to the university president. The university president shall have final decision-making power on whether to grant or deny the request.

(J) Enforcement

Failure to comply with this policy may result in loss of privileges and other sanctions as appropriate, including but not limited to, verbal or written reprimand, athletic probation, loss of practice privileges, loss of competition privileges, suspension or dismissal from the program, and/or loss of athletic eligibility.