

## **Kansas Athletics, Inc. Policy on Student-Athlete Name, Image, and Likeness**

### **Philosophy**

As the state's flagship university, the University of Kansas and its affiliate, Kansas Athletics, are both committed to providing educational and championship level opportunities to assist KU student-athletes during their time on campus to reach their highest academic and athletic potential. With the NCAA's allowance for student-athletes to receive compensation for the use of their name, image, and likeness ("NIL"), Kansas Athletics is committed to a culture that allows its student-athletes to engage in opportunities to navigate and maximize NIL opportunities while receiving a world-class education. Through the Jayhawks Ascend program, student-athletes will learn how to protect their NCAA eligibility while also receiving training to help develop, build, and protect their own brand.

### **General Policy**

Kansas Athletics permits its student-athletes to profit off of their NIL. In accordance with NCAA legislation, the Kansas Athletics policy sets forth the parameters of what is permissible, while also outlining the process a KU student-athlete must follow when earning compensation for the use of their NIL. Some NIL opportunities include but are not limited to: promoting or endorsing a company (i.e. a social media influencer or brand ambassador), promoting their own business, making appearances and/or signing autographs, and conducting camps, clinics or lessons.

In accordance with NCAA regulations, the University of Kansas and Kansas Athletics may not provide or solicit a prospective student-athlete with compensation or a promise of compensation for provided in exchange for, or conditioned upon, their athletic performance or attendance at the University. Further, University of Kansas and Kansas Athletics staff members may not negotiate the financial terms of NIL agreements, contracts, appearances, gift-in-kinds involving University of Kansas student-athletes or prospective student-athletes who have signed a national letter of intent, athletic grant-in-aid and/or has accepted admission (paid deposit) to attend the institution.

Because NIL opportunities may potentially implicate ancillary laws and regulations, all student-athletes, or those who have signed a national letter of intent and/or grant-in-aid, must disclose any third-party NIL agreement or activity through the Kansas Athletics Compliance Office by way of the required software. All student-athletes have a continuing obligation to update any information regarding NIL engagements. Such changes/updates shall be reported to the Kansas Athletics Compliance Office through the required software.

Failure to disclose for NIL-related agreements or activities from the Compliance Office may result in disciplinary action up to immediate suspension from all team activities and/or loss of student-athlete privileges.

### **Student-Athlete Obligations**

A student-athlete shall not receive any payment, provision, promise or any other payment or benefit from the institution or any person acting on behalf of the institution not otherwise permissible under NCAA rules and regulations.

A student-athlete shall not be paid or receive any benefit, nor accept a promise to be paid or receive a benefit, as an inducement for the student-athlete to sign a letter of intent to attend the University of Kansas. A student-athlete shall not enter into a NIL agreement that:

1. Doesn't require any true work responsibilities of the student-athlete or a transfer to a third party of an interest in the student-athlete's NIL;
2. Compensates the student-athlete solely because of enrollment and/or continued enrollment at KU;
3. Compensates the student-athlete for a specific athletic performance or achievement (pay to play, financial incentives for points scored, etc.); or
4. Is a Restricted Promotional Opportunity as defined within this policy.

### **Use of Agents and Other Professional Representatives in Connection with NIL Activities**

Student-athletes may retain representation for the purpose of representation in connection with their NIL activities. This does not allow the representative to perform any other form of representation on the student-athlete's behalf, unless allowed by NCAA rules.

Immediately upon entering into any representation, the student-athletes must identify the name of any agent, advisor, entity or attorney to the Kansas Athletics Compliance Office. Such notification may be made to [NILInquiries@ku.edu](mailto:NILInquiries@ku.edu).

## **Restricted Promotional Opportunities**

Student-athletes may not use their NIL to promote sports gambling, alcohol products, tobacco products (including e-cigarettes and vaping products), adult entertainment, substances banned by the NCAA, or products or services that are illegal or would violate the student code of conduct or student-athlete code on NIL as created by each team.

Student-athletes with eligibility remaining may not sell or trade University-issued apparel or gear for profit in NIL opportunities.

Student-athletes may not create an express or implied impression that Kansas Athletics or the University of Kansas expressly or indirectly endorses a third-party product (i.e. cannot wear a letter jacket or team uniform in a commercial or in a posting on social media endorsing a company) unless the NIL opportunity is with a current University or Athletics sponsor who has negotiated promotional rights to use University Marks. Such NIL opportunity will have to receive written approval from Compliance.

## **Use of Institutional Marks, Logos, & Facilities**

The University of Kansas benefits from the public recognition of its names, symbols, logos, trademarks, servicemarks, designs, and seals, or any combination of these (“Marks”). This includes photos, indicia, and images of University buildings. Federal, state, and common laws govern and protect the University’s rights to its Marks. Student-athletes are allowed to use University of Kansas Marks for NIL compensation opportunities with current Athletics or University sponsors/partners who have negotiated promotional or trademark licensing rights to use Marks with KAI or Jayhawk Community Partners only after receiving prior written approval from Compliance who will review in consultation with the Assistant Athletic Director, Trademark Licensing Director. The Marks’ use must be consistent with The University of Kansas’ policy (<https://policy.ku.edu/public-affairs/trademark-licensing-policy>). In addition to requiring the use of an officially licensed vendor, the use of Marks for NIL activities may require a license agreement, and royalty payments, when applicable, prior to use approval.

### 1. University Marks and/or Logos:

- a. If the proposed NIL activity by the student-athlete requests use of the KU Mark but does not meet the policy objectives of the university and KAI, the Trademark Licensing Director will deny such use of the marks. For example, if the NIL activity would not reflect favorably on the University

and/or Kansas Athletics, such request will be denied. A denial for use of a University Mark for an NIL opportunity may be appealed to a committee composed of the Faculty Athletics Representative, the Athletic Director (or designee), and a member of the General Counsel's office. Such appeal must be made within 7 days to the Compliance Office through [NILInquiries@ku.edu](mailto:NILInquiries@ku.edu).

- b. The Trademark Licensing Director will not authorize the use of the Mark to any entity which conflicts with a current University or Kansas Athletics' sponsorship. Such decision is not appealable.

## 2. Facilities Use:

- a. Student-Athletes may use Kansas Athletics' facilities for individual NIL opportunities related to hosting a sports camp or clinic subject to the terms of a facility use agreement (payment for going rate) and availability. If the use of the facility is tied in with a commercial or marketing opportunity (i.e., filming a commercial in Allen Fieldhouse or product endorsement in front of the Campanile), the facility may only be used in marketing opportunities with current Athletics or University sponsors who have negotiated promotional rights to use Marks with KAI or Jayhawk Community Partners. All uses by student-athletes must have prior written approval from Compliance who will review in consultation with the Assistant Athletic Director, Trademark Licensing Director.

## 3. No Employee/Employer Relationship:

- a. The approved use of Kansas Athletics' and/or the University of Kansas' Marks or Facilities, or any other aspect of this policy, does not create an employee/employer relationship between the student-athlete and the State of Kansas or any of its affiliated entities.

## **Academics and Team Activities**

Student-athletes are not permitted to miss class in order to participate in any NIL activities. Further, non-institutional NIL activities may not occur while the student-athlete is participating in any official team activities.

Kansas Athletics defines "official team activities" as any activity with an athletic or academic purpose, involving student-athletes, and is at the direction of, or supervised

by, one or more of the institution's coaching or administrative staff. Such activities include, but are not limited, to:

1. Practices;
2. Competition;
3. Academic commitments (class attendance, and tutoring);
4. Community service events;
5. Organized team or individual promotional events; and
6. Compliance meetings.

### **International Student-Athletes**

International student-athletes should not enter into any contracts for compensation regarding their NIL without first seeking guidance from the University of Kansas International Student Services Office (785) 380-8937 or email at [iss@ku.edu](mailto:iss@ku.edu).

### **Financial Aid**

Compensation for NIL activities may have an impact on a student-athlete's financial aid status, especially for need-based recipients. Student-athletes are encouraged to consult with the Assistant AD for Student Services to fully understand the potential impact of their NIL opportunities.