I. Purpose and Scope

In accordance with NCAA rules, Northeastern University has adopted this Policy on Student-Athlete Name, Image & Likeness (NIL), which provides the university’s requirements for intercollegiate athletes to receive compensation for the use of their NIL. This policy applies to all Northeastern University campus locations.

Northeastern University encourages and expects all members of the community to conduct themselves according to the highest ethical standards. Athletic endeavors must be grounded in ethical principles, conducted according to the utmost standards of integrity, and carried out in compliance with legal and regulatory requirements and university policies.

II. Definitions

Student-Athlete: An individual who is eligible to attend an educational institution or who engages in, is eligible to engage in, or may be eligible to engage in any interscholastic sport or intercollegiate sport in the future. If an individual is permanently ineligible to participate in a particular interscholastic sport or intercollegiate sport, the individual is not a student-athlete for the purposes of that sport.

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

Image: A picture of the student-athlete.
Likeness: A physical, digital, or other depiction or representation of a student-athlete.

Compensation: Anything of value, monetary or otherwise, provide to a student-athlete by an individual, business, company or other party in exchange for services or performance. Compensation does not include a scholarship awarded to a student-athlete by a post-secondary educational institution or a stipend given to a student-athlete by a postsecondary educational institution, calculated based on the cost of living and cost of attendance at the institution.

Athlete agent: A person who enters into a contract or agreement with a student-athlete or, directly or indirectly, recruits or solicits a student-athlete to enter into a contract or agreement. Such term includes an individual who represents to the public that the individual is an athlete agent. This term shall not include a spouse, parent, sibling, grandparent, or guardian of the student-athlete, or an individual acting solely on behalf of a professional sports team or professional sports organization.

Institutional contract: A contract between Northeastern University and an external party that includes a sponsorship agreement in connection with athletics.

III. Policy

Overview

• Student-athletes may earn compensation for their NIL. Such compensation must be within fair market value and cannot be for work not performed.

• Compensation may not be provided in exchange for athletic performance (pay-for-play), attendance, or continuing attendance at Northeastern University.

• Northeastern University, members of the Northeastern Athletics Department or university employees may not compensate or arrange compensation to a current or prospective intercollegiate athlete for their NIL.

• NIL agreements must adhere to all relevant federal and state laws, NCAA, conference, and university policies regarding disclosure.

• NIL compensation earned by a student-athlete consistent with this policy will not affect the student-athlete’s grant-in-aid or athletics eligibility. Grant-in-aid awarded
by the university to a student-athlete shall not be considered compensation.

**Impermissible NIL Activities**

- Student-athletes will not be permitted to enter into NIL agreements for the following:
  
  o If an NIL contract or agreement conflicts with institutional contracts or agreements.
  
  o If NIL compensation opportunities conflict with academic, program or team related activities (including but not limited to: practice, compensation, academic classes, and community service events).
  
  o If the NIL contract or agreement involves gambling or sports wagering, drugs and/or alcohol, tobacco or any smoking products; or any vendors associated with tobacco or any smoking products, or drugs and/or alcohol.

**Use of Northeastern Facilities and Trademarks**

- The use of athletic department or other university facilities or property will require approval in advance from the Athletic Facilities Office (location, agreements, including waiver or liability forms and applicable rental fees).

- Student-athletes will only be allowed to use university or Athletics Department related marks and logos, including all aspects of the uniform, if those rights have been secured through an agreement granting specified rights by the university.

**Disclosure Requirement**

- Student-athletes must disclose any and all NIL agreements to the Compliance and Enrollment Office the Athletics Department seven days prior to participation in a NIL activity through forms located in ARMS.

- Failure to disclose or participating in an impermissible NIL activity may result in removal from an athletics team and or cancellation of athletics aid.

**Use of Athlete Agents or Athlete Attorneys**

- Student-athletes may secure representation (athlete agent or lawyer), only for NIL purposes and not for future professional athletic contract negotiations.
• An athlete agent representing a student-athlete for the purposes of securing compensation for their name, image, likeness, or persona shall comply with NCAA legislation and applicable federal and state law, including but not limited to requirements related to licensing and disclosure.

• The term of a contract for representation or compensation for the use of a student-athlete NIL cannot extend beyond participation on a Northeastern University Athletics team.

IV. Additional Information

• International student-athletes should seek guidance from the university’s Office of Global Services (OGS) before entering into any NIL agreements.

• Pell Grant or need based financial aid could be impacted based on compensation from NIL. Those questions should be directed to Northeastern University Student Financial Services.

V. Contact Information

Athletics Compliance & Enrollment Services: (617) 373-6399