THE UNIVERSITY OF ALABAMA IN HUNTSVILLE
STUDENT ATHLETE NAME, IMAGE, AND LIKENESS COMPENSATION POLICY
INTERIM

Number 01.02.03

Division Office of the President - Athletics

Date June 30, 2021

Purpose This Student Athlete Name, Image, and Likeness Compensation Policy (Policy) is intended to provide guidance and structure to The University of Alabama in Huntsville (UAH) student-athletes seeking to earn compensation for the use of their name, image, or likeness while enrolled at UAH. It has been developed to be consistent with existing state law (See ALA. CODE § 8-26B-50 et seq.).

This Policy applies to all UAH student-athletes. A student-athlete who is suspected of violating this Policy may be referred to the UAH Office of the Dean of Students.

Policy

I. Submission of Representation Agreements to UAH

At least seven (7) days prior to entering into a representation agreement for purposes of exploring or securing compensation for use of the student-athlete's name, image, or likeness, the student-athlete must provide notice to UAH of this potential relationship by completing a form on JumpForward for review and emailing a copy of the representation agreement to the Associate Athletic Director: woltjenj@uah.edu.

An individual representing a student-athlete for purposes of exploring or securing compensation for the student-athlete's name, image, or likeness shall be registered as an athlete agent with the state pursuant to ALA. CODE § 8-26B-4 or shall be a licensed attorney and a member in good standing of the Alabama State Bar. Further, student-athletes may not secure representation for future professional athletic contract negotiations while they are participating in an intercollegiate sport at UAH.

II. Submission of Compensation Agreements to UAH
Before any contract for compensation for the use of a student athlete's name, image, or likeness is executed, and before any compensation, which is anything of value (monetary or otherwise), is provided to the student-athlete in advance of a contract, the student athlete shall disclose that contract to UAH by emailing a copy to the Athletic Director.

III. Limitations and Restrictions on Compensation Agreements

1. Except with the prior written consent of UAH, a student-athlete may not enter into a contract for compensation for the use of the student-athlete's name, image, or likeness if the institution determines that a term of the contract conflicts with a term of a contract held by UAH.

2. Compensation for a student-athlete's name, image, or likeness may not be conditioned on athletic performance or attendance at UAH.

3. Compensation for the use of a student-athlete's name, image, or likeness may be provided only by a third party not owned or operating under the authority of UAH.

4. UAH, an entity with the purpose of supporting or benefitting UAH or UAH’s intercollegiate sports, or any officer, director, or employee of UAH or entity may not compensate or cause compensation to be directed to a student athlete or the family of a student-athlete for use of their name, image, or likeness.

5. A contract for the use of a student-athlete's name, image, or likeness that is formed while the student athlete is participating in an intercollegiate sport at UAH may not extend beyond the student athlete's participation in the sport at UAH.

6. A student athlete may not enter into an endorsement contract with, or otherwise receive compensation from, any of the following categories of brands or companies:

   a. A tobacco company or brand, including any tobacco product, alternative nicotine product, electronic nicotine delivery system, or any electronic nicotine delivery system retailer, or any specialty retailer of electronic nicotine delivery systems or tobacco specialty store, as defined in ALA. CODE § 28-11-2.
b. Any alcoholic beverage company or brand.

c. Any seller or dispensary of a controlled substance, including, but not limited to, marijuana.

d. Any adult entertainment business.

e. Any casino or entities that sponsor or promote gambling activities.

f. Any entity or individual that, in UAH’s reasonable and good faith judgment, negatively impacts or reflects adversely on UAH or its Athletics Department, including, but not limited to, bringing about public disrepute, contempt, embarrassment, scandal, ridicule, or otherwise negatively impacting the reputation or the moral or ethical standards of UAH or its Athletics Department.

7. In its sole discretion, UAH may prohibit a student-athlete from wearing any item of clothing, shoes, or other gear with the insignia of any entity while wearing athletic gear or uniforms licensed by UAH or otherwise competing in any athletic competition, official team activity, or UAH-sponsored event.

8. Compensation opportunities for a student-athlete’s name, image, or likeness should not conflict with academic activities, athletic competition, official team activities, or a UAH-sponsored event.

9. To avoid potential immigration issues, international student athletes should not enter into a contract for use of their name, image, or likeness without first communicating with the UAH Office of International Services.

10. A student-athlete may not receive or enter into a contract for compensation for use of their name, image, or likeness in a way that also uses any registered or licensed UAH marks, logos, verbiage, or designs (including all aspects of the UAH uniform), unless UAH has provided the student-athlete with written permission to do so prior to the execution of the contract. If permission is granted, UAH may be compensated for the use in a manner consistent with market rates or prior practice.
11. The use of UAH campus facilities and grounds, including Athletics Department facilities, is subject to UAH policies and procedures, including the UAH Use of Facilities Policy and the UAH Use of Outdoor Areas of Campus Policy.

**Review**

The Office of the President and the Department of Athletics are responsible for the review of this policy every (5) years or as circumstances require.