

THE UNIVERSITY OF ALABAMA IN HUNTSVILLE

STUDENT-ATHLETE NAME, IMAGE, AND LIKENESS COMPENSATION POLICY

Number	01.02.03
Division	Office of the President – Athletics
Date	July 01, 2021, Revised July 20, 2023
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.

This Policy applies to all UAH student-athletes.

Policy

I. Submission of Representation Agreements to UAH

A student-athlete must disclose any Representation Agreement, which is defined as any agreement for the purpose of exploring or securing compensation on behalf of a student-athlete for use of the student-athlete’s name, image, or likeness.

A student-athlete 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

A student-athlete shall promptly disclose to UAH any Compensation Agreement. A Compensation Agreement is any agreement providing anything of value (monetary or otherwise), and includes, but is not limited to, agreements for the use of the student-athlete’s name, image, or likeness. A student-athlete is required to disclose Compensation Agreements to the designated UAH Athletics Department staff member via the method designated by UAH Athletics.

III. Limitations and Restrictions on Compensation

- a. A student-athlete may not enter into a Representation or Compensation Agreement that violates conditions set forth by

Federal, State, NCAA, GSC, or UAH policies, laws and regulations. Specifically, no student-athlete may enter into a Representation or Compensation Agreement that may be considered an impermissible inducement or a pay-for-play arrangement.

- b. A Representation or Compensation Agreement may not be conditioned on athletic performance or attendance at UAH.
- c. A Representation or Compensation for Agreement may be provided only by a third party not owned or exclusively operated by UAH.
- d. Every Representation or Compensation Agreement must be approved by the UAH Athletics official designated by the UAH Athletics Director to receive such requests. This approval will be based on a consideration of whether, in UAH's reasonable and good faith judgment, the Agreement is consistent with the mission of UAH. Such consideration would include, but not be limited to, the consideration of whether any portion of the Agreement does one or more of the following:
 - i. Fails to comply with Federal, State, NCAA, GSC, or UAH rules, policies, laws, and regulations;
 - ii. Conflicts with the terms of a current UAH contract;
 - iii. 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; or
 - iv. Involves any of the following: tobacco companies, alcoholic beverage companies, sellers or dispensaries of controlled substances, adult entertainment businesses, or businesses engaged in gambling activities.
- e. In its sole discretion, UAH may prohibit a student-athlete from wearing or using any item of clothing, shoes, or other gear with the insignia of any entity while wearing athletic gear or uniforms licensed by UAH or while otherwise competing in any athletic competition, official team activity, or UAH-sponsored event.
- f. 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 events.
- g. To avoid potential immigration issues, international student-athletes should not enter into a Compensation Agreement for use of their name, image, or likeness without first communicating with the UAH Office of International Services.

- h. 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 prior written permission to do so. If permission is granted, UAH may be compensated for the use in a manner consistent with market rates or prior practice.
- i. 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, and may require payment of a use fee.

IV. Enforcement

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

Review

The Department of Athletics will review the policy every five (5) years or whenever circumstances require.