

## **Grand Valley State University Name, Image and Likeness Policy for Student-Athletes**

Grand Valley State University supports student-athletes receiving compensation for the use of their name, image and likeness from sources outside the University in accordance with the guidelines outlined below.

*This is a working policy in a rapidly evolving area and as such will be subject to ongoing review and revision as circumstances, laws and regulations change.*

### **General Provisions:**

Student-athletes' use and monetization of their name, image and likeness may involve a wide range of activities including but not limited to:

- Traditional commercials or advertisements for products or services
- Student-athletes developing and promoting their own business
- Personal appearances
- Student-athletes running their own camps or clinics
- Providing private lessons (and using their name or image to promote those lessons)
- Sponsored social media posts
- Autograph sessions

There are no limits on the amount of income a student-athlete may earn through name, image and likeness activities provided any compensation is for work actually performed.

- **Please Note:** International student-athletes should confer with the International Center to understand what their visa permits in this area.
- **Please Note:** Student-athletes should be aware that their name, image and likeness income would likely be considered taxable income. Student-athletes should consult with an appropriate tax professional about the tax implications of any compensation they earn.

Student-athletes may not receive compensation which is conditioned or contingent on enrolling at, or continuing enrollment at any specific collegiate institution, or on any specific athletic performance or achievement.<sup>1</sup>

Student-athletes may not miss required educational obligations (e.g. class, exams or scheduled tutor/mentor sessions) or required team activities for any name, image and likeness activities.

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<sup>1</sup> Source: NCAA Interim Policy Final 6.30.21

A student-athlete's involvement in name, image and likeness activities will not relieve the student-athlete from the obligation to comply with all NCAA, Grand Valley State University Athletics academic standards, requirements, regulations or obligations; team rules of conduct or other applicable rules of conduct; standards or policies regarding participation in intercollegiate athletics; or disciplinary rules and standards generally applicable to Grand Valley State University students.

Compensation received for name, image and likeness activities may not be used as a basis to reduce or cancel any student-athlete's athletics aid.

- **Please Note**, however, that any income received by a student-athlete could impact that student-athlete's eligibility for need-based financial aid.

### **Disclosure and Review:**

From July 1, 2021 until July 15, 2021, student-athletes must disclose any name, image and likeness activities as soon as practicable. Beginning July 16, 2021 and going forward, consistent with [Michigan House Bill 5217](#), student-athletes must disclose any name, image and likeness activities at least seven (7) calendar days prior to entering into an agreement for the proposed activity.

Disclosures shall include a description of the activity, the parties involved, the value and nature of any compensation provided, and a copy of any proposed written agreement pertaining to the activity.

- **Please Note:** The last page of this document provides a template for disclosures. Disclosures may be sent to: [Wendy Wilson, Associate AD of Compliance, at \[wilsonwe@gvsu.edu\]\(mailto:wilsonwe@gvsu.edu\)](#).

The University will review this information and notify the student-athlete if the proposed name, image and likeness activity complies with the requirements of this Policy or presents a reasonable likelihood of violating the policy (for example, the agreement calls for use of University facilities, resources or intellectual property).

If the University identifies a conflict between the student-athlete's proposed opportunity or contract and any existing agreements of the University, the University shall communicate that conflict to the student-athlete so that the student-athlete may negotiate a revision of the opportunity or contract to avoid the conflict. That revision is subject to additional review and approval by the University.<sup>2</sup>

### **Role of the University:**

Grand Valley State University is not responsible for providing or procuring name, image and likeness opportunities for any student-athlete(s).

Grand Valley State University is not responsible for any tax liabilities or other costs student-athletes incur as a result of their choice to engage in name, image and likeness activities.

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<sup>2</sup> Source: [Michigan House Bill 5217](#). Effective December 31, 2022

Student-athletes, like all students and staff of the University, may not use the University name, trademarks, service marks, logos, symbols, or any other intellectual property, whether registered or not, without appropriate licensing approval.

- **Please Note:** The University has wide discretion regarding the licensing of its intellectual property and nothing in this document should be construed as guaranteeing that any specific request for a license will be granted.

Grand Valley State University will not purchase products or services from any student-athlete(s) unless through a competitive bidding process overseen by the university procurement office, such as a Request for Proposal (RFP) process.

### **University Resources and Reputation**

Those who have chosen to be a student-athlete have chosen to act as public representatives of the University and may not engage in name, image and likeness activities that may harm the reputation of the institution. This may include but is not limited to: promoting products or services such as gambling, adult entertainment, tobacco, or banned substances.

Student-athletes may not engage in any name, image or likeness opportunities for compensation during any organized team activities (e.g. practice, competition, team travel, team-organized media appearances, team or university promotional events, etc).

Student-athletes may not engage in name, image and likeness activities which involve disparaging any organization or provider with whom Grand Valley State University Athletics has an existing sponsorship agreement.

Student-athletes may not use University facilities or resources (e.g. equipment, staff, etc) for name, image and likeness activities except as part of an appropriate rental agreement for any facility being used and appropriate licensing of any University marks.

- **Please Note:** Student-athletes will be required to pay the same rental rates available to any other student at the University and may not receive special rates or discounts.<sup>3</sup>

Student-athletes are not permitted to sell or trade any equipment, apparel, awards or complimentary admissions provided to them by the Grand Valley State Athletic Department as part of any name, image or likeness activities.<sup>4</sup>

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<sup>3</sup> Source: [NCAA Bylaw 16.02.3](#)

<sup>4</sup> Source: [NCAA Bylaw 16.11.2.1; NCAA Division II Official Interpretation, August 25, 2003](#)

## Professional Advisors

Student-athletes may retain and use the services of professional advisors to assist them in their name, image and likeness activities, such as marketing agents, tax advisors, legal advisors, etc. Student-athletes must pay the normal costs and fees associated with such services.

- **Please Note**, however, student-athletes may not employ an agent for the purpose of negotiating with professional athletic teams or organizations without jeopardizing their collegiate athletics eligibility.

Grand Valley State University shall not provide such services nor be responsible for any costs associated with such services, except those services available to all students at the institution which student-athletes are eligible to use in the same manner as any other student (e.g. Student Legal Services).

Revision History	Description
07/06/2021	Initial Policy Release

**DISCLOSURE  
TEMPLATE:**

**Student-Athletes, if you use this template and fill in the information outlined in CAPS, you will provide the information needed for your NIL disclosures.**

Email to: [wilsonwe@gvsu.edu](mailto:wilsonwe@gvsu.edu)

Subject: NIL Activity for [INSERT DATE OF ACTIVITY]

Body of Email:

My name is [INSERT NAME] from [SPORT].

I plan to engage in NIL activity with [NAME OF BUSINESS OR INDIVIDUAL].

[BUSINESS OR INDIVIDUAL] may be contacted at [PHONE NUMBER AND EMAIL ADDRESS]

I have been asked to [DESCRIBE WHAT YOU ARE BEING ASKED TO DO BY THE BUSINESS OR INDIVIDUAL].

My compensation will be [XX DOLLARS / PRODUCTS OR SERVICES VALUED AT XX DOLLARS]

Attached is the written agreement for this activity.

If you have questions, the best way to contact me is [PHONE CALL/TEXT/EMAIL].