

# NIL/Personal Branding Rights

## Frequently Asked Questions

### **1. How was Bylaw 4-11 developed?**

- A.** Since the original proposal was voted down by the OHSAA membership in the spring of 2022, the Executive Director's Office has worked closely with school administrators on an individual basis, the OHSAA Board of Directors, a specific committee surrounding Name, Image, and Likeness made up of school administrators, and other allied educational organizations to craft the language that covered the concerns of the membership.

### **2. What requirements must students abide by if they enter into an agreement?**

- A.** There are nine different requirements outlined within Bylaw 4-11-2 that students, families, and businesses must be aware of when crafting these agreements with students. In short, those requirements are as follows:
  - a.** The student may not use the name, logos, mascots, or trademarks of the OHSAA or the member school with which they are enrolled while executing the requirements of their contract.
  - b.** The student may not engage in an agreement that is provided by the member school or an agent of the school (i.e. collectives, boosters, foundations, coaches, etc.).
  - c.** The student may not engage in any personal branding activities during school hours, while traveling to or from an OHSAA event, or during any official team activities.
  - d.** The student may not receive compensation based on specific athletic performance or achievement.
  - e.** The student may not engage in an agreement that is intended to induce their enrollment at a particular school.
  - f.** The student may not display the sponsor's product or otherwise advertise for a sponsor during official team activities.
  - g.** The student may not provide money, merchandise, or services of value directly to the student's school and/or team.
  - h.** The student may not engage in an agreement associated with gambling, alcohol, tobacco, cannabis, illegal substances, adult entertainment, or firearms.
  - i.** The student is responsible for determining what effect the agreement may have on their eligibility with the NCAA, NJCAA, and/or the NAIA.

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### 3. Do agreements need to be reported to the school or the OHSAA?

- A. Students engaged in an NIL agreement must disclose the agreement to the OHSAA within 14 days of entering into that agreement. That can be completed through the Personal Branding Rights Parent Portal found here: <https://forms.gle/2Y4ZZ1gGV9VuKJPL7>. In addition to the agreement itself, the student and family must submit an affidavit attesting to their understanding of the requirements outlined within Bylaw 4-11-2. That form can be found here: <https://ohsaaweb.blob.core.windows.net/files/Eligibility/StudentAffirmations.pdf>.

### 4. Can a school, or anyone else within a community, help pool together donations and fundraising to create and manage NIL/Personal Branding Rights opportunities for their student-athletes? Perhaps by providing student-athletes with sponsorships, endorsement deals and other ways to monetize their NIL/Personal Branding Rights?

- A. No. This would be considered a Collective, which is strictly prohibited through Bylaw 4-11. Any NIL agreement must be entered into between the student-athlete and the specific business entity for which they agree to represent. It is not permissible for another entity to be involved in facilitating the agreement.

Conversely, if a member of the community wishes to enter into an agreement with a specific student-athlete to provide them with money, merchandise or services of value based on their appearances, licensing, social media, endorsements and/or the use of branding for that community member's company/business, that would be considered an NIL/Personal Branding Agreement which is now permitted. It is important, however, to note that such an agreement cannot be entered into as an inducement to attend a particular school.

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### 5. To what extent can schools be involved with the NIL process?

- A. Schools are not permitted to assist students and families in the facilitation and securing of NIL agreements. This is strictly prohibited through Bylaw 4-11-2 b. However, schools are permitted (not required), and encouraged, to assist the students and families in educational matters surrounding the implications of entering into an NIL agreement. This could include tax ramifications, NCAA/NJCAA/NAIA eligibility standards, financial planning, contract concerns, and the like. The OHSAA has entered into an in-kind agreement with Influential Athlete to provide member schools and student-athletes with resources addressing those types of issues.

Additionally, schools have an obligation to educate the school community that any attempt to facilitate an NIL/Personal Branding Rights agreement to help secure the enrollment of a prospective student shall result in penalties (Bylaw 4-11-6).

### 6. Can a student use their personal social media profiles that may have other posts with school logos when promoting products and/or companies?

- A. Yes. The requirements outlined within Bylaw 4-11-2 **apply only to the execution of the NIL agreement itself**. This prevents a student's specific NIL ads from having school or OHSAA logos/trademarks/mascots in them. The requirements outlined within Bylaw 4-11-2 do not force students to utilize an NIL specific profile or to scrub their current profile of those trademarks in order to execute those agreements.

### 7. Can a student engaged in an NIL deal use and/or wear equipment and/or clothing received as a part of the agreement?

- A. Yes and no. While the contracts cannot specifically require it, students may wear and utilize equipment and clothing during athletic contests *if those items are necessary items when participating in a particular sport (i.e. cleats/shoes, clubs, bats, helmets, sweat bands, gloves, etc.)*. For instance, a student may have a deal with Nike. This student can wear and utilize Nike equipment during the contest. **However, Nike cannot utilize images or videos of that student in those interscholastic contests as a part of the promotion.** Additionally, the student may not outwardly promote the items during team activities. *Continued...*

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On the flip side, if the student has a deal with a company that is not specifically selling or promoting athletic equipment, the student may not wear clothing or use their logo during team activities. For example, the student cannot wear a “Joe’s Pizza Shop” t-shirt during pre-game warmups in order to promote their personal NIL deal with “Joe’s Pizza Shop”. Lastly, agreements will not be permitted to prohibit a student from wearing school issued items that may be a competing brand or sponsor (i.e. student has a deal with Nike, but school has a deal with Adidas. The student would still be required to wear the school issued items and could not cover the Adidas logos in order to be compliant with their Nike deal).

**8. What happens if a student-athlete enters a deal that inadvertently violates one of the requirements within Bylaw 4-11-2? What are the penalties, and how will eligibility be restored?**

A. The OHSAA Office will receive the language of the deal when the student enters into that agreement. Should we find that any of the requirements therein violate a requirement within Bylaw 4-11-2, we will work with the family and the school to address those requirements. The student's eligibility would likely be suspended until such a time that the contract is adjusted. Within the current amateur bylaw, specifically 4-10-4, there is a process outlined on how a student can regain their amateur status and the process for restoring their eligibility under Bylaw 4-11 will be very similar.

**9. Can students utilize NIL marketplaces such as Opendorse in an attempt to secure NIL deals?**

A. Yes. This is permissible ***so long as the student and family sign up for these platforms themselves***. Schools would not be permitted to have their own pages or portals to assist their athletes in accessing the platform, connecting with businesses, or the like. Schools will need to be completely separated from the facilitation and securing of deals for their athletes.

**10. Who can be contacted with additional questions regarding NIL?**

A. You can reach out to the OHSAA Compliance Department through the email [PersonalBranding@ohsaa.org](mailto:PersonalBranding@ohsaa.org). You may also contact Kristin Ronai or Ronald Sayers in the OHSAA office.