

<b>Policy Title: Compensating Student-Athletes for their Name, Image, or Likeness</b>	<b>Effective Date: 7/22/2025</b>
<b>Policy Number: ATH-PO-1700</b>	<b>Date of Last Review: N/A</b>
<b>Oversight Department: Athletics</b>	<b>Next Review Date: 7/1/2028</b>

### 1. PURPOSE

The Code of Virginia §23.1-408.1 authorizes Radford University (University) to compensate student athletes for the use of their Name, Image, or Likeness (NIL) and/or for obtaining the rights to use their NIL. The statute also requires that an institutional policy consistent with the law be approved by the Board of Visitors. This policy sets forth the University's requirements that govern the compensation of student-athletes for their NIL.

### 2. APPLICABILITY

This policy applies to all University employees, boosters, student-athletes, and prospective student-athletes.

### 3. DEFINITIONS

- 1.) **Booster:** Boosters, referred to by the NCAA as "representatives of the institution's athletic interests," include an individual or entity who has:
  - a.) Provided a donation in order to obtain season tickets for any intercollegiate athletics sport at the University.
  - b.) Participated in or has been a member of an organization promoting the University's intercollegiate athletics programs.
  - c.) Made financial contributions to the athletic department or to a University booster organization.
  - d.) Arranged for or provided employment for student-athletes.
  - e.) Assisted or has been requested by University staff to assist in the recruitment of prospective student-athletes.
  - f.) Assisted in providing benefits to student-athletes or their families.
  - g.) Been involved otherwise in promoting University intercollegiate athletics.

Once an individual is identified as a booster, the person retains that identity forever.

- 2.) **Compensation:** The actual, inferred or agreed upon exchange or receipt of anything of value, including, but not limited to, items in-kind, services, money, gifts, merchandise, etc. Compensation does not include any scholarship provided to a student-athlete that

covers some or all of the cost of attendance at the University. Nor does it include any benefits a student-athlete may receive in accordance with the rules of the NCAA or Conference.

- 3.) **Conference**: Any athletic conference to which the university is a member.
- 4.) **NCAA**: The National Collegiate Athletic Association
- 5.) **NIL**: Name, Image, or Likeness
- 6.) **Official Team Activity**: Competition, practice, or other athletically related activity that has an established beginning and end time as follows:  
  
Official Team Activity begins at the time the team is to report to begin travel for competition, practice or other athletically related activities and ends upon return to campus; or  
  
Official Team Activity begins at the time the team is to report for competition, practice or other athletically related activities and ends when officially released at the conclusion of the competition, practice, or other athletically related activities.
- 7.) **Pay-for-Performance**: Compensation provided to student-athletes that is contingent on the student-athlete's achieving certain performance goals or objectives.
- 8.) **Prospective Student-Athlete**: An individual who is eligible to enroll at an institution of higher education at a future date and participate in intercollegiate athletics at such institution.
- 9.) **Student-Athlete**: An individual enrolled at an institution who participates in intercollegiate athletics.
- 10.) **Student Fees**: Any fee that the University charges a student that is used to support its intercollegiate athletics program.
- 11.) **University Employee (Employee)**: Any person employed by the University as a teaching faculty, administrative or professional faculty, classified employee, part-time or wage employee, student employee, work/study employee, or any other person paid through the University's payroll process.

#### **4. POLICY**

Radford University permits student-athletes to receive compensation for the use of their NIL related to their participation in the University's intercollegiate athletics program. The University has established the following requirements pertaining to the use of a student-athletes NIL as set forth below.

##### **A. Student-Athlete/Prospective Student Athlete Participation in NIL Program:**

- 1.) **Athletic Disclosure**: All proposed agreements, understandings and contracts involving NIL, whether written or oral, shall be fully disclosed to Radford's Athletics Department.

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- a. Prospective student-athletes who enter into an NIL agreement, understanding, or contract shall disclose this to the University's Athletics Department prior to enrollment or signing a financial aid agreement with the University.
  - b. Current University student-athletes must disclose the terms of an NIL agreement prior to signing the NIL agreement. If a student-athlete discloses a proposed agreement that conflicts with an existing University agreement, the University shall disclose the relevant terms of the conflicting agreement to the student-athlete. Any amendments to the proposed agreement shall be disclosed to the Radford Athletics Department prior to implementation. Entering into any agreement, understanding, or contract not disclosed and approved by the University's Athletics Department may impact scholarships, immigration status, eligibility and/or enrollment at Radford University.
- 2.) Student-athletes must report to the NCAA for review any third-party NIL agreements if the student receives more than \$600 per season.
  - 3.) Student-athletes participating in the NIL program shall attend the University's Athletic Department's educational program on money management once per academic year.
  - 4.) Student athletes must remain in good standing with the University and remain enrolled to continue to participate in future NIL activities as identified in this policy.
  - 5.) The University has authority to preclude a student-athlete from engaging in NIL activities that conflict with existing University arrangements.
  - 6.) Nothing in this policy shall be construed as an employment relationship between the student-athletes and the University for their participation in the University's inter-collegiate athletics program.
  - 7.) Radford University student athletes are prohibited from using their NIL for compensation if the proposed use of their NIL conflicts with:
    - 1. Existing University sponsorship agreements or other contracts;
    - 2. Institutional values as defined by the institution, including, but not limited to, vendors, entities or companies that profit from:
      - a. Casinos or gambling, including sports betting ;
      - b. Alcohol and alcohol-related products;
      - c. Adult entertainment;
      - d. Cannabis, cannabinoids, cannabidiol or other derivatives, not including hemp or hemp products;
      - e. Controlled substances as defined in [Virginia Code§ Section 54.1-3401](#);
      - f. Performance enhancing drugs or substances (e.g., steroids, human growth hormone);
      - g. Drug paraphernalia as defined in [Virginia Code Section § 18.2-265.1](#);
      - h. Tobacco, tobacco products, alternative nicotine products, nicotine vapor products, and similar products and devices;
      - i. Weapons, including firearms and ammunition for firearms.

**B. Compensation for Use of NIL:**

- 1.) The University, or an entity acting on its behalf, may enter into an NIL agreement with a student-athlete to compensate the student-athlete for the use of their NIL and/or for the right to use their NIL.

- 2.) A student-athletes NIL may be utilized in commercial, non-commercial or other marketing and/or promotional activities.
- 3.) No student fees shall be utilized to compensate student athletes for their NIL.
- 4.) The University will not compensate student-athletes for their NIL rights for participation in academic or University athletic activities, including, but not limited to, practices, scrimmages or competitions, whether televised or not.

**C. NIL Agreements and Institutional Involvement:**

- 1.) If a student-athlete enters into an NIL agreement with the University, or an entity acting on its behalf, the student-athlete will grant an irrevocable non-exclusive right and license to use their NIL, provided such uses are not inconsistent with the laws of the Commonwealth of Virginia, NCAA, and/or Conference rules, or the regulatory provisions adopted by any other governing body with authority over the University's intercollegiate athletics.
- 2.) The University, or an entity acting on its behalf, can identify, create, negotiate, facilitate, support, engage with, assist with, or otherwise enable an NIL opportunity for a student-athlete.
- 3.) The University may enter into an agreement with a third party or affiliated entity to manage NIL activities. Any third party or affiliated entity will be subject to the terms of a mutually written agreement.

**D. Liability and Accountability**

- 1.) No University employee, or employee of an entity acting on behalf of the University, shall be liable for any damages for a student-athlete's inability to earn compensation for the use of their NIL that results from decisions and actions routinely taken in the course of intercollegiate athletics.
- 2.) A student-athlete must remain in good standing and adhere to the policies, procedures, and rules of the University, the University Athletic Department, and any other entity applicable to a student athlete.

**E. Pay-for-Play is Prohibited:** Compensation earned by Radford University student-athletes for the use of their NIL must represent a genuine payment for the use of their NIL, independent of, rather than as a payment for, their athletic participation or performance, or attendance at an institution. The compensation shall be commensurate with the market value of the student-athletes NIL.

**G. Boosters:** Radford University may not use or allow boosters to directly or indirectly create or facilitate compensation or opportunities for gain of anything in value for the use of a University student-athletes NIL as a recruiting inducement or as a means of paying for athletics participation. Boosters who wish to engage in NIL activities with prospective and/or current University student-athletes must have an agreement representing a genuine payment for the use of their NIL, independent of, rather than as a payment for, their athletic participation or performance, or attendance at Radford University with compensation being commensurate with the market value of the student-athlete's NIL

**H. Use of University Facilities/Marks:**

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- 1) Radford University student athletes must have written permission from the University to use Radford University facilities, uniforms or intellectual property, including, but not limited to, a registered trademark or product protected by copyright, in connection with the use of or agreement to use the student-athletes NIL activities.
- 2) University student athletes may reference their attendance at Radford University and/or participation in athletics while engaging in NIL activities but may not utilize any University branding, logos, or trademarks without written permission.
- 3) A student-athlete seeking NIL opportunities may not combine those activities with University trademarks, protected names, identifying marks, images, graphics, uniforms, branded apparel, branded sports equipment, or other items embellished with University marks. Radford University is the sole owner of its name, facilities, trademarks, etc.

**I. When NIL Activities May Occur:** Activities related to a Radford University student-athlete's use of their NIL for compensation are prohibited from taking place during the athlete's participation in any academic, athletic or official team activities as defined by this policy. These activities include, but are not limited to, undergraduate and graduate classes, required team activities, required study hall, compliance meetings and additional Radford University obligations as determined by the Coach and/or Athletics Department.

**J. Prospective Student-Athletes:** Activities related to a University student-athletes use of their NIL for compensation cannot be contingent on a prospective student-athlete's enrollment at Radford University and cannot otherwise be used as an inducement by Radford University or a booster.

**K. Professional Service Provider:** Student athletes are permitted to obtain a professional service provider for the purpose of securing marketing and or compensation for the use of NIL. Examples include financial advisors, attorneys, tax advisors, marketing consultants, agents, etc. Radford University employees or boosters cannot serve as a professional service provider and shall not recommend any professional service provider.

**L. Professional Sports Agent:** University student-athletes are prohibited from entering an agreement with a professional agent for the purpose of athletic specific contract negotiations and/or representation. Pursuant to NCAA rules, a student-athlete shall be ineligible for participation in an intercollegiate sport if they ever have agreed orally or in writing, to be represented by an agent for the purpose of marketing their athletics ability or reputation in that sport to secure an opportunity as a professional athlete.

## **5. PROCEDURES**

A.) All NIL agreements are submitted through an online portal and reviewed by the Athletics Department.

B.) Any third-party NIL agreements that are over \$600 must be submitted to the NCAA for review.

## **6. EXCLUSIONS**

A.) This policy does not apply to activities that are not related to intercollegiate athletics, provided such activities do not impact the student-athlete's eligibility under NCAA, Conference, or University rules.

B.) This policy does not apply to any non-NIL payments to student-athletes, including, but not limited to, scholarships provided by the University.

## **7. APPENDICES**

None

## **8. REFERENCES**

[23.1-408.1 Code of Virginia, as Amended;](#)

## **9. INTERPRETATION**

The authority to interpret this policy rests with the President of the University.

## **10. APPROVAL AND REVISIONS**

The President's Cabinet reviewed and approved the policy on July 14, 2025. The Board of Visitors reviewed and approved the policy on July 21, 2025. The President signed the policy on July 21, 2025.

The President of the University and the President's Cabinet have approval authority over this policy and all subsequent revisions after initial adoption by the Board of Visitors.

**For questions or guidance on a specific policy, contact the Oversight Department referenced in the policy.**