NEW: NAME, IMAGE, & LIKENESS

- What is NIL?
  - The use of self publicity due to public recognition (athletic fame) and/or the notoriety a student may attain to receive a benefit **through appearances, licensing, social media, endorsements and/or the use of branding**.
- What **isn't** NIL?
  - Pay for play!
  - OHSAA Bylaw 4-10 still prohibits students from receiving compensation based on their participation or finish in athletic contests.

NEW: NAME, IMAGE, & LIKENESS

- What criteria must an NIL agreement abide by? (Bylaw 4-11-2)
  a. Student does not utilize OHSAA or school logos, names, mascots, trademarks, or other proprietary marks during promotions.
  b. Agreements may not be provided by schools or agents of schools (i.e. Boosters, Collectives, Foundations, Coaches, etc.).
  c. Student does not engage in NIL activity during school hours or during team activities, including travel to and from events.
  d. Agreement may not be based on athletic performance.
  e. Student may not be induced to attend a specific school based on an NIL deal.

NEW: NAME, IMAGE, & LIKENESS

- What criteria must an NIL agreement abide by? (Bylaw 4-11-2)
  - f. Student may not display the company's logo or product during team activities.
  - g. Student may not provide benefits to the school or team with which he/she is participating.
  - h. Agreement does not involve gambling, alcoholic beverages, tobacco, cannabis, banned or illegal substances, adult entertainment products or services, firearms or other weapons.
  - i. Student is responsible for determining effect on college eligibility.

NEW: NAME, IMAGE, & LIKENESS

- A student engaged in an NIL deal must disclose the terms of the agreement to the OHSAA within 14 days of the execution of the contract.
  - Failure to do so will result in a period of ineligibility up to 20% of the current sports season.
  - Visit https://www.ohsaa.org/Eligibility/NIL-Resource-Center for more information on how to report the deal to the OHSAA.
- Students and families are encouraged to to seek professional advice, understand contracts thoroughly and prioritize academic and athletic commitments. These activities should be regarded as a business, and students should stay compliant with school and state regulations and focus on building a strong support system to avoid mismanagement of funds and protect future opportunities.

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- Final Notes:
  - Students are prohibited from entering into agreements with athlete agents, as defined within ORC 4771.01. (Bylaw 4-10-2f)
  - Students whose transfer can be reasonably linked to an NIL deal may be subject to more severe penalties than the general transfer consequence.
  - It is not the responsibility of school coaches or administrators to secure agreements for student athletes.
  - If you have any questions, feel free to email personalbranding@ohsaa.org