



UNIVERSITY OF
WEST GEORGIA

Last N/A
Approved
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Next Review N/A

Area Student Life
(Procedures)
Chief Or Chief Athletic
Responsible Officer
Office

Student Athlete Name/ Image/ Likeness (NIL) Compensation

Authority for Procedure granted by [UWG Policy 8001, Intercollegiate Athletic Governance](#)

This procedure is intended to provide guidance and structure to University of West Georgia (UWG) Student-Athletes seeking to earn compensation for the use of their Name, Image, and Likeness NIL while enrolled at UWG.

Compensation must be commensurate with the Fair Market Value (FMV) of the authorized use of the student athlete's NIL per [O.C.G.A 20-3-681](#) and National Collegiate Athletic Association ([NCAA guidance](#)). Such compensation may not be provided in exchange, in whole or in part, for a current or prospective student-athlete to attend, participate, or perform at a particular postsecondary educational institution.

See also Board of Regents(BOR) [Policy Manual 4.5.8: Funding of Intercollegiate Athletic Programs](#)

A. Submission of Representation/ Compensation Agreements to UWG

A Student-Athlete must disclose any Representation and/or Compensation Agreement [to the UWG Athletics Compliance Office](#) via the [NIL Disclosure Packet to the UWG Athletics Compliance Office to athletics-compliance@westga.edu](#) [Name, Image, and Likeness workflow in Teamworks Compliance & Recruiting](#). [The NCAA also requires that any NIL contracts, \\$600 or more in value, be submitted for approval through the NILGo platform.](#)

B. Limitations and Restrictions

1. A Student-Athlete may not secure representation for future professional athletic contract negotiations while they are participating in an intercollegiate sport at UWG.
2. A Student-Athlete may not enter into a Representation or Compensation Agreement that

violates conditions set forth by UWG policy and/or federal, state, NCAA, Atlantic Sun Conference ([GSCASUN](#)) laws and regulations (i.e., student-athletes may not enter into a Representation or Compensation Agreement that may be considered an impermissible inducement or a pay-for-play arrangement).

3. A Representation or Compensation Agreement may not be conditioned on athletic performance or attendance at UWG.
4. A Representation or Compensation Agreement may be provided only by a third party not owned or exclusively operated by UWG.
5. Each Representation or Compensation Agreement must be approved by UWG Athletics Compliance Office based on a consideration of whether, in UWG's reasonable and good faith judgment, the Agreement is consistent with the mission of UWG. 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, [GSCASUN](#), or UWG rules, policies, laws, and regulations;
 - ii. Conflicts with the terms of a current UWG contract;
 - iii. Negatively impacts or reflects adversely on UWG or the 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 UWG 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.
6. A Student-Athlete may not receive or enter into a contract to receive compensation for use of their NIL that uses any registered or licensed UWG marks, logos, verbiage, or designs (including all aspects of the UWG uniform) without first obtaining UWG's written permission. If permission is granted, UWG may be compensated for the use in a manner consistent with market rates or prior practice. ([See UWG Brand Standards](#))
7. Compensation opportunities for a Student-Athlete's NIL should not conflict with academic activities, athletic competitions, official team activities, or UWG-sponsored events.
8. International student-athletes, to avoid potential immigration issues, should not enter into a Compensation Agreement for use of their NIL without first communicating with the UWG International Student Admissions and Programs Office.
9. The use of UWG campus facilities and grounds, including Athletics Department facilities, is subject to UWG policies and procedures, and may require reservation and/or payment.

C. Use of UWG Intellectual Property

Student-Athletes, like all other students and employees of UWG, may not use the UWG name, trademarks, service marks, logos, symbols, or any other Intellectual Property, whether registered or not, without appropriate licensing approval from UWG. ([see Section 4, NIL Disclosure Packet](#))

UWG has wide discretion in regard to granting licenses of their Intellectual Property, and nothing in this

procedure shall be construed as guaranteeing that any specific request for a license to use a UWG's Intellectual Property will be granted.

1. Obtaining Approval(s)

Student-Athletes and prospective student-athletes may only use UWG and UWG Athletics Intellectual Property if those rights have been properly secured through an agreement permitting the specified use of the Intellectual Property. ~~Submission of the NIL Disclosure Packet (section 4) to athletics-compliance@westga.edu is required to start the approval process.~~

For [UWG Brand Basic Trademarks](#) or brand guidelines, visit westga.westga.edu/ucm.edu/ucm. For UWG Athletics principal trademarks contact University Communications and Marketing.

UWG may inform student-athletes about potential NIL opportunities and can work with a NIL service provider to administer a marketplace that matches student-athletes with those opportunities. UWG will not engage in the negotiations on behalf of a NIL entity or student-athlete to secure specific NIL opportunities.

D. Professional Advisors/Representation

Student-Athletes may retain and use the services of professional advisors to assist them in their NIL activities (such as marketing agents, tax advisors, legal advisors, and others). Student-Athletes must pay the normal costs and fees associated with such services. Student-Athletes should be aware that employing an agent for the purpose of negotiating with professional athletic teams or professional athletic organizations may jeopardize their eligibility for collegiate athletics.

UWG shall not provide such services nor be responsible for any costs associated with these services, except services that are available to all students at the institution which Student-Athletes are eligible to use in the same manner as any other enrolled student.

UWG, including its employees, contractors, representatives, and agents, may not create or facilitate a relationship between a professional service provider and any student athlete.

UWG is not responsible for any tax liabilities or other costs incurred by individual Student-Athletes as a result of the Student-Athlete's personal choice to engage in NIL activities for compensation.

E. Enforcement

A Student-Athlete who is suspected of violating this procedure may be referred to the UWG Office of Community Standards for appropriate disciplinary action as outlined in the [Student Handbook and Code of Conduct](#), and other applicable policies and procedures.

F. Recordkeeping

Records will be maintained for the retention period, as stated in the [USG Records Retention Schedules](#) or federal requirements, whichever is longer.

Definitions

Compensation - any form of payment or remuneration, including but not limited to cash, gifts, in-kind items of value, social media compensation, payments for licensing or use of publicity rights, and payments for other intellectual or intangible property rights under federal or state law.

Compensation Agreement - legal document or agreement that records the negotiated wage or earnings (monetary or otherwise), not limited to, agreements for the use of the student-athletes NIL.

Fair Market Value - the current price that an interested buyer in the open market is willing to pay to purchase a certain asset.

Intellectual Property - patentable materials, biological materials, copyrighted materials, trademarks, software, and trade secrets, whether or not formal protection is sought.

Representation Agreement - any agreement that sets terms of a relationship between two parties, with one acting on behalf of the other, to explore or secure compensation on behalf of a student-athlete for use of the student-athlete NIL.

Student Athlete - an individual who engages in, is eligible to engage in, or may be eligible in the future to engage in any intercollegiate sport.

Forms

- [NIL Disclosure Packet](#)
- [Name, Image, and Likeness Approval Workflow in Teamworks - Compliance & Recruiting](#)
- [NILGo](#)

Guidelines/Related material

[UWG Athletics - NIL Information](#)

[BOR Policy Manual, 4.5.8: Funding of Intercollegiate Athletic Programs](#)

Approval Signatures

Step Description

Approver

Date