

# BLINN COLLEGE DISTRICT ADMINISTRATIVE REGULATIONS MANUAL

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**SUBJECT:** *Name, Image, and Likeness*  
**EFFECTIVE DATE:** February 10, 2025  
**BOARD POLICY REFERENCE:** FK

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## Purpose

The Blinn College District (“College District”) Athletics is committed to supporting its Student-Athletes in their pursuit of name, image, and likeness (“NIL”) activities that result in compensation from sources outside of the College District consistent with College District educational objectives and in accordance with applicable College District policies/regulations, National Junior College Athletic Association (“NJCAA”) regulations and/or state or federal laws. The intent of this regulation is to promote compliance with applicable policies, regulations, and laws; to clarify Student-Athletes’ rights to receive compensation for the use of their name, image, and likeness; and to preserve Student-Athletes’ eligibility. This regulation is not intended to prevent or discourage Student-Athletes from earning compensation for their name, image, and likeness that is otherwise allowed. This regulation operates in an evolving area and is subject to ongoing review and revision.

## Definitions

- **Booster** includes a representative of College District’s athletics interests as defined by NJCAA bylaws. A booster is an individual, group, independent agency, corporate entity (e.g., apparel or equipment manufacturer), or other organization that is known (or should have been known) by a member of College District’s executive or athletics administration to have participated in promoting the College District’s intercollegiate athletics program or to have assisted in providing benefits to enrolled Student-Athletes or their family members. Boosters include individuals who have made donations to any sport or been involved in promoting College District Athletics, booster clubs, and NIL entities (such as booster collectives).
- **Co-branding** is a marketing strategy that combines multiple brand names on a good or service as part of a strategic alliance. For example, College District Intellectual Property in combination with a Student-Athlete brand results in co-branding.
- **Compensation** for NIL activities includes, but is not limited to, cash, checks, free or reduced-price goods or services, or any other source of payment or value received for NIL services performed or rights conveyed.
- **Disassociation** occurs when a booster is not allowed to interact with College District Athletics in specified ways (e.g., no athletics benefit or privilege unavailable to the public at large) for a set period because of the booster’s involvement in an NJCAA violation.
- **Institutional Contract** means a contract between the College District or its designated representative and an external party that includes a sponsorship agreement governing the use of the College District’s trademarks in connection with athletics.
- **Intellectual Property (IP)** includes but is not limited to trademarks, service marks, and copyrighted material that directly or indirectly creates an association with the College District (e.g., Blinn College, Buccaneers, etc.).

- **License/Licensing** means a right or permission granted by the College District to use property, including IP, owned by the College District, which use would otherwise be impermissible without such permission.
- **Multimedia Rights (MMR)** include but are not limited to the sponsorship and advertising rights of College District Athletics (e.g., in-venue signage, television advertising, radio advertising, print advertising, digital advertising, and social media advertising).
- **NIL Activities** include any business activity in which a Student-Athlete is compensated in any way for the use of the Student-Athlete’s name, image, or likeness.
- **Official Team Activities** include the following activities that are arranged/scheduled by College District Athletics:
  - Practice and skill instruction in the Student-Athlete’s sport;
  - Competitions (including exhibitions and scrimmages) in the Student-Athlete’s sport;
  - Team travel to and from away-from-home competition (not including team-designated free time);
  - Organized team promotional activities (e.g., photograph sessions);
  - Community service/relations events and team-building activities;
  - Media activities;
  - Required activities that recognize Student-Athletes’ achievements (e.g., banquets, awards ceremonies, halftime recognition); and
  - Institutional camps and clinics.
- **Professional Representative/Representation** for NIL includes, but is not limited to, representation by any individual or entity (outside of the College District) engaged by a Student-Athlete for the purpose of securing compensation or benefits for a Student-Athlete’s NIL Activities (a “Professional Representative”).
- **Prospective Student-Athlete** means a student who has started classes in the ninth grade in high school (or a younger student who has received financial assistance or other benefits from the College District generally not provided by the College District to other prospective students) and who has yet to become a Student-Athlete at the College District.
- **Staff** includes faculty and staff employees of the College District, including but not limited to student workers, part-time employees, and full-time employees, regardless of whether they work for College District Athletics.
- **Student-Athlete** means a student enrolled (i.e., admitted and registered for classes) at the College District and identified on the player roster of at least one College District intercollegiate athletic team.
- **Team Contract** means a contract between a Student-Athlete and the College District and includes any rules or expectations of College District Athletics or the Student-Athlete’s head coach that require a Student-Athlete’s compliance as a condition under the contract of participation as a member of the intercollegiate athletic program.
- **College District Honor Code** means a set of rules or principles governing an academic community to which a student agrees to abide when attending the College District. Please see the “Special Program Students” section in the [Student Code of Conduct](#).

## **POLICY OVERVIEW**

### **1. Responsible Office**

The College District’s Director of Athletics and the Office of General Counsel has responsibility

for administering this regulation and ensuring compliance.

## **2. Compliance with Governing Law and Policies**

Student-Athlete NIL Activities must comply with federal, state, and local law; NJCAA regulations; College District Athletics policies/regulations (including this NIL Regulation); College District Athletics team policies and/or contracts; and College District policies and regulations applicable to all students. The College District and its staff shall not provide legal advice to Student-Athletes with respect to their NIL Activities.

## **3. General Right to Engage in NIL and Retain NIL Representation**

Subject to this NIL Regulation, the College District does not prohibit or otherwise prevent: (a) a Student-Athlete from using his/her name, image, or likeness for a commercial purposes when the Student-Athlete is not engaged in Official Team Activities, or (b) a Student-Athlete from obtaining Professional Representation, including representation by an attorney licensed to practice law in Texas, for contracts or other legal matters relating to the use of the Student-Athlete's name, image, or likeness.

## **4. Required Education**

The College District will provide and require all student athletes to attend a financial literacy and life skills course during their first year of enrollment in the College District. The course will include information on financial aid, debt management, time management, budgeting, and academic resources available to the student athlete. During the course, the College District may not allow any provider of financial products or services to: (a) market, advertise, or refer the provider's services to a student athlete; or (b) solicit a student athlete to use the provider's services.

## **5. NJCAA Limits on NIL Arrangements and/or Agreements**

Pursuant to NJCAA bylaws, any arrangement or agreement compensating a Student-Athlete for the use of his/her name, image, or likeness (a) must provide compensation only for work actually performed, (b) must provide compensation only at a rate commensurate with the going rate in that locality for similar services, (c) must provide for an exchange of goods/services between the Student-Athlete and the other contracting party or parties, (d) cannot be contingent upon the Student-Athlete's enrollment at the College District, and (e) cannot be based on the Student-Athlete's athletic performance. Moreover, NJCAA bylaws prohibit any representative of the College District from directly paying a Student-Athlete for his/her name, image, or likeness.

## **6. Professional Representation**

Student-Athletes may obtain Professional Representation regarding legal or contractual matters limited to their NIL Activities. Student-Athletes may not agree (orally or in writing) to be represented by an agent for the purpose of marketing his or her athletics ability or reputation to secure an opportunity as a professional athlete. The College District staff are prohibited from attempting to influence the student athlete's choice of professional NIL representation.

A Student-Athlete may not sign an NIL representation agreement until said agreement has been confirmed by College District Athletics as being limited to NIL Activities, not extending beyond the Student-Athlete's participation in intercollegiate athletics and providing compensation to the representative for his/her services. The College District and its staff shall not provide legal advice to student-athletes with respect to their NIL activities, including contract review of proposed NIL-related agreements, beyond the above-stated confirmation.

No College District Staff member may act as a Student-Athlete's Professional Representative; receive compensation from a Student-Athlete or anyone else in relation to a Student-Athlete's NIL Activities; or attempt to diminish a Student-Athlete's NIL opportunities.

### **7. Recruiting Inducements**

Per NJCAA bylaws, no group of individuals, agency, or organization may utilize, administer, or expend funds for any Prospective Student-Athlete unless permissible under state statute per NIL legislation. In addition, no individual or organization may (a) enter into any arrangement with a Prospective Student-Athlete for the use of the Prospective Student-Athlete's NIL prior to the Prospective Student-Athlete's enrollment at the College District or (b) use inducements of future NIL compensation arrangements to recruit a Prospective Student-Athlete to attend the College District. An NIL entity (including but not limited to a booster collective) or other booster of the College District may not communicate with a Prospective Student-Athlete or his/her family or associates (including but not limited to his/her professional representative) before the Prospective Student-Athlete is enrolled (i.e., admitted and registered for classes) at the College District. College District Staff may not communicate with a Prospective Student-Athlete or his/her family or associates (including but not limited to his/her professional representative) on behalf of any College District booster or an NIL entity (including but not limited to a booster collective). College District Athletic Department Coaches and Staff may provide NIL-related information to a Prospective Student-Athlete, including aggregate NIL data related to current or former College District Student-Athletes if such information disclaims any promise or guarantee regarding NIL deals or compensation the Prospective Student-Athlete will receive if he/she enrolls at the College District.

### **8. International Student-Athletes**

International Student-Athletes should not engage in NIL Activities without first securing guidance from the Student-Athlete's professional advisor (e.g., an immigration attorney) to guard against potential immigration issues. An F1-visa holding Student-Athlete who engages in NIL Activities while in the USA may jeopardize his/her visa and, therefore his/her ability to remain in the USA.

### **9. Consequences for Violations**

Violations of this NIL Regulation may result in a variety of penalties and/or legal action, depending on the nature and type of the violation. The most serious (e.g., proof that NIL was offered as an inducement to a Prospective Student-Athlete to attend the College District or to compensate a Student-Athlete for performance/achievement/participation) may result in termination of employment for involved College District Staff, booster disassociation, and athletic ineligibility for involved Student-Athletes.

### **10. Financial Aid**

Financial aid could be affected by a Student-Athlete's NIL-related compensation; however, a Student-Athlete's legal and permissible NIL compensation shall not serve as a basis for the College District reducing, canceling or non-renewing a Student-Athlete's athletics grant-in-aid. All financial aid questions should be directed to the College District's Office of Financial Aid and Scholarships.

### **11. Taxes**

Compensation received for NIL Activities may have tax consequences. Student-Athletes are

responsible for all tax consequences and should seek advice from a tax professional prior to engaging in any NIL Activities for compensation.

### **12. Disclosure of NIL Agreements**

Student-Athletes shall disclose to College District Athletics any proposed agreement related to NIL Activities that the Student-Athlete may sign **before** entering into the agreement (written or verbal). Disclosures shall include a description of the NIL activity, the parties involved, the value and nature of any compensation provided, and a copy of any proposed written agreement pertaining to the activity. A Student-Athlete shall disclose such an agreement to College District Athletics by email to the Assistant Athletic Director. Student-Athletes with existing agreements related to NIL Activities as of the initial effective date of this NIL Regulation shall disclose those agreements as provided herein within ten (10) days of the initial effective date of this NIL Regulation.

### **13. Privacy of Student-Athletes' NIL Agreements**

Texas law does not exempt NIL-related information written, produced, collected, assembled, or maintained by the College District, including any term of a contract or proposed contract for the use of the Student-Athlete's name, image, or likeness from the Texas Public Information Act.

The College District will not share Student-Athlete's NIL agreements and related terms with individuals other than College District Staff who have an educational need-to-know.

College District Staff may not provide any protected information to a Student-Athlete's current or potential NIL contractual partner, including whether the Student-Athlete is in good standing, in the absence of the Student-Athlete's explicit consent.

### **14. Duration of NIL Agreements**

The duration of a Student-Athlete's NIL agreement may not extend beyond the Student-Athlete's participation in the College District's intercollegiate athletic program.

### **15. Prohibited Endorsement Categories**

A Student-Athlete may not engage in any NIL Activity if it or any provision of a related NIL agreement conflicts with federal, state, or local law; NJCAA regulations; College District Athletics policies (including this NIL Regulation); College District Athletics team policies and/or contracts; College District policies and regulations applicable to all students; or the College District Honor Code. A Student-Athlete may not engage in any NIL Activity if it or any provision of a related NIL agreement promotes or endorses:

- a. Alcohol;
- b. Tobacco products, e-cigarettes, or any other type of nicotine delivery device;
- c. Marijuana, marijuana-derived products, or products containing THC or CBD;
- d. Anabolic steroids;
- e. Sports betting;
- f. Casino gambling;
- g. Any firearm the Student-Athlete cannot legally purchase;
- h. Any illegal product or service;
- i. Any substance or product banned by the NJCAA; or
- j. A sexually oriented business, as defined by Section 243.003 of the Texas Local Government Code.

In the event any Student-Athlete NIL Activity or related NIL agreement includes a prohibited conflict, promotion, or endorsement, the College District shall promptly disclose the conflict to the Student-Athlete or the Student-Athlete's Professional Representative, if applicable. The Student-Athlete or the Student-Athlete's representative is responsible for resolving the conflict not later than the 10th day after the date of the disclosure. Failure to do so may incur consequences for violation of this Regulation.

#### **16. Nutritional Supplements**

Student-Athletes are solely responsible for inadvertent consumption of prohibited/banned substances, possible nutritional supplement-related health problems, and non-institutional consequences resulting from endorsement and promotion of dietary or sports performance-related supplements.

#### **17. NIL Consideration and Terms**

A Student-Athlete's NIL compensation may not be in exchange for:

- a. No goods or services provided by the Student-Athlete (no quid-pro-quo, something for nothing; failure by the student-athlete to supply NIL deliverables);
- b. The Student-Athlete's athletic participation/performance/achievement;
- c. The Student-Athlete's direct or indirect promotion of an intercollegiate athletics competition in which the Student-Athlete may participate; or
- d. The sale of College District property (e.g., College District Athletics-issued apparel, equipment, footwear, jersey, helmet, College District -owned photo and video content, etc.) or awards (e.g., letter awards, post-season awards) issued to the Student-Athlete by the College District because of the Student-Athlete's participation in College District intercollegiate athletics.

#### **18. Timing of NIL Activities**

Student-Athletes may not participate in NIL Activities during College District Official Team Activities. Student-Athletes may not miss required academic obligations (e.g., class, exams, or scheduled tutor sessions) for NIL Activities and may be penalized for missing Official Team Activities or academic obligations for reasons related to NIL Activities.

#### **19. College District Team Contracts**

The College District may not promulgate a Team Contract for an intercollegiate athletic program that prohibits or otherwise prevents a Student-Athlete from using his/her name, image, or likeness for a commercial purpose when he/she is not engaged in Official Team Activities.

#### **20. Use of College District Intellectual Property or Facilities for Student-Athlete's NIL Activities**

- a. Use of Intellectual Property Student-Athletes may only use College District intellectual property (e.g., uniform, registered trademark, copyright-protected product, or official logo, mark, or other indicia), whether for Co-branding or otherwise, if:
  - i. The College District has provided express permission for the use;
  - ii. The Student-Athlete and/or the person contracting for the use of the Student-Athlete's name, image, or likeness comply with any requirements the College District establishes, including requirements related to licensing (such as compliance with applicable provisions of the College District's Institutional Contracts); and

- iii. The College District is compensated for the use in an amount consistent with market rates.

College District licensing information and agreements may be obtained from the College District's Communications, Media Relations, and Marketing Department at [communications@blinn.edu](mailto:communications@blinn.edu).

- b. Use of Facilities The use of College District facilities for NIL Activities is only permitted if: (a) the College District has provided express permission for the use; and (b) the Student-Athlete and/or the person contracting for the use of the Student-Athlete's name, image, or likeness compensates the College District for the use of its facilities in an amount consistent with market rates.

College District facilities information and use agreements may be obtained from the Vice Chancellor of Student Services.

All commercial photography and videography shoots conducted on College District property, including College District Athletics facilities, must be approved by the Communications, Media Relations, and Marketing Department in advance. Before scheduling photography and videography on campus, please contact the Director of Communications, Media Relations, and Marketing at [communications@blinn.edu](mailto:communications@blinn.edu) to obtain the necessary permission and to ensure the College District's policies are followed.

Use of a College District facility for NIL activities may not include use of any College District marks or other IP captured in any imagery taken during the rental. Images containing College District marks or other IP are subject to approval by the College District prior to any use for commercial purposes (e.g., using such images for a sponsored social media post).

NIL Activity at or in College District facilities that involves solicitation of orders, sales, rentals or donations must comply with the College District's policies and receive approval from the appropriate College District offices before engaging in the activity. The College District shall not permit individuals or for-profit organizations to use its facilities for financial gain except in accordance with Board policies and/or administrative regulations.

## **21. Other Forms of College District Involvement**

- a. Designated College District Athletics Department Coaches and Staff may identify, create, facilitate, and otherwise assist with opportunities regarding a Student-Athlete's NIL activity, except as otherwise limited within this NIL Regulation.
- b. College District Staff may not act as a marketing agent for Student-Athletes, negotiate NIL agreements, or direct/encourage potential NIL partners to engage in NIL agreements with specific Student-Athletes.
- c. Designated College District Staff may educate Student-Athletes on a variety of NIL-related subjects, including but not limited to marketing, entrepreneurship, social media, photography, and audio/video production.
- d. The College District or its designated Staff may request donation of funds to an NIL entity/collective serving all College District athletic teams, but not to a specific College District athletic team.
- e. Neither the College District nor its Staff may be the source of a Student-Athlete's NIL

compensation. Therefore, neither the College District nor its Staff may subscribe to, donate to, or invest in an NIL entity/collective.

- f. College District Staff and resources may not be used for private economic gain. College District Staff may not assist in the development, creation, execution, or implementation of a Student-Athlete's NIL activity by providing goods and/or services (e.g., graphic design, creating content, developing product or promotional materials, or otherwise participating in compensated NIL Activity) during College District business hours.
- g. College District Support and Promotion for a Student-Athlete's NIL Activity
  - i. The College District may not provide assets (e.g., tickets, team access) as an incentive for providing funds to an NIL entity/collective.
  - ii. College District Staff may not have any employment, independent contractor relationship, ownership stake, consulting relationship, or volunteer work with an NIL entity/collective.
  - iii. College District Staff may purchase items of de minimis value (maximum of \$100 per Student-Athlete per academic year) that are related to Student-Athlete's NIL Activity.
  - iv. Any College District employee may promote a Student-Athlete's NIL activity if there is no value or cost to the College District (e.g., retweeting or liking a social media post); those activities are performed on the employee's personal devices/accounts; and the activity does not occur during the employee's regular working hours.
  - v. The College District, as an institution, may not enter into a contract with a Student-Athlete for the sale of a product or service related to a Student-Athlete's NIL.