



**University of Wisconsin-Milwaukee Name Image Likeness Policy**  
**Takes Effect July 20, 2021**

**Definitions:**

- Compensation means anything of value, monetary or otherwise, including cash, gifts, social media compensation, payments for publicity, payments for intellectual property, payments of debts (except as described below), payments to others at your request, etc.
- Compensation does not include scholarships, financial aid, tuition, room, board, fees, or expenses that UWM Athletics provides for a student-athlete incidental to participation.
- Name Image Likeness or NIL is an activity that involves the use of an individual's name, image, and likeness for commercial or promotional purposes.
- Publicity right is any right that is licensed under a publicity rights agreement or is recognized under federal or state law that permits an individual to benefit from NIL.

**Compensation:**

- A student-athlete may earn compensation for the use of their name, image, or likeness, subject to the restrictions below.
- A student-athlete may not be compensated for athletic ability or participation in athletics.

**Scholarship:**

- UWM may not reduce or revoke a student-athlete's scholarship based on their NIL earnings or obtaining professional representation for NIL compensation.

**Disclosure:**

- The student-athlete must disclose to UWM in writing any and all publicity rights agreements they enter into that will be in effect while they are a student prior to the engaging in the activity.
- Disclosure must be made at least 3 days prior to the effective date of any agreement that is valued over \$500.
- Any changes to the agreement must be disclosed to UWM within 7 of the change.

**Agents:**

- A student-athlete may have an agent or advisor for the purposes of promoting their name, image, and likeness.
- A student-athlete may not have an agent or advisor for the purposes of promoting a future professional athletic career. This includes marketing the athletic ability of the student-athlete to a professional team.
- A student-athlete must provide UWM a copy of the agreement for representation for the compensation of the student-athletes name, image, and likeness in writing at least 7 days prior to the effective date of the contract.

**Student-Athlete and University Activities:**

- UWM retains the rights and discretion to all University trademarks.
  - Student-athletes may only utilize University trademarks per policies and guidelines established by University Relations.
- Student-athletes may not engage in NIL activities starting when they report on-call, during, or until they have been released from University events in which they are representing the University as a member of their athletic team.
- UWM has the discretion to dictate what student-athletes wear during University events when they are representing the University as a member of their athletic team.
- UWM may not enter into a NIL contract with a prospective or current student-athlete.
- No booster, or third-party licensee, may provide or arrange compensation to prospective or current student-athlete in exchange for attending UWM.
- Student-athletes may not enter into publicity rights agreements or receive compensation from third-party licensees before enrolling at UWM. If such an agreement exists, it must be terminated prior to enrollment.
- Institutional facilities may be used for NIL activities provided the student-athlete rents the facility in the same manner as the general public and pays any associated rental fees.
- Student-athletes may not sell items provided to them by UWM until they have exhausted their eligibility.
- Prospective student-athletes shall be required to follow this policy starting the day they sign a National Letter of Intent or athletic aid agreement or pay a financial deposit in response to UWM's offer of admission.

**Liability:**

- UWM is not liable for the enforcement, or any claims or damages related to the enforcement of the student-athlete's third-party contracts.
- UWM is only reviewing the agreements and other disclosure information described above for purposes of NCAA rules compliance. Student-athletes are encouraged to have legal representation to review contracts and agreements prior to signing such.