

# [DISCUSSION DRAFT]

118TH CONGRESS  
1ST SESSION

## H. R. \_\_\_\_\_

To protect the rights of student athletes to covered compensation, to prohibit inducements and provide for transparency with respect to name, image, and likeness agreements, and to establish a committee for intercollegiate athletics, and for other purposes

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### IN THE HOUSE OF REPRESENTATIVES

M. \_\_\_\_\_ introduced the following bill; which was referred to the Committee on \_\_\_\_\_

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## A BILL

To protect the rights of student athletes to covered compensation, to prohibit inducements and provide for transparency with respect to name, image, and likeness agreements, and to establish a committee for intercollegiate athletics, and for other purposes.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,*

#### **SECTION 1. SHORT TITLE.**

This Act may be cited as the “Fairness, Accountability, and Integrity in Representation of College Sports Act” or the “FAIR College Sports Act”.

#### **SEC. 2. DEFINITIONS.**

In this Act:

(1) ASSOCIATION.—The term “association” means any organization with multiple conferences or institutions as members that is not a conference that arranges championships and that sets rules for varsity intercollegiate sports programs and varsity intercollegiate sports competition.

(2) AGENT ACTIVITY.—The term “agency activity” means—

(A) direct or indirect recruitment or solicitation of a student athlete to enter into an agency contract;

(B) for compensation or in anticipation of compensation related to a student athlete’s use of their NIL—

(i) serving the athlete in an advisory capacity on matters related to finances, business pursuits, or career management decisions unless the individual is an employee of an institution acting exclusively as an employee of the institution for the benefit of the institution; or

(ii) managing the business affairs of the athlete by providing assistance with bills, payments, contracts, or taxes; or

(C) in anticipation of representing a student athlete for a purpose related to the athlete’s use of their NIL—

(i) giving consideration to the student athlete or another person;

(ii) serving the athlete in an advisory capacity on a matter related to finances, business pursuits, or career management decisions; or

(iii) managing the business affairs of the athlete by providing assistance with bills, payments, contracts, or taxes.

(3) AGENCY CONTRACT.—The term “agency contract” means an oral or written agreement in which a student athlete authorizes a person to negotiate or solicit on behalf of the student athlete an NIL agreement.

(4) **BOOSTER.**—The term “booster” means an individual or entity that, directly or indirectly, through an institution or any other individual or entity or in any other manner that does any of the following:

(A) Provided a donation to an institution of higher education to obtain season tickets for any sport at an institution that exceeds the annual amount determined by the USIAC.

(B) Participated in or has been a member of an organization promoting 1 or more varsity intercollegiate athletics programs of an institution of higher education.

(C) Made a financial contribution to the athletic department or booster organization of an institution that exceeds the annual amount determined by the USIAC.

(D) Arranged for or provided employment for enrolled student athletes as a result of the status of the student as a student athlete.

(E) Assisted or has been requested by the staff of an institution to assist, in the recruitment of prospective student athletes.

(F) Assisted in providing benefits to enrolled student athletes or their families.

(G) Has been involved otherwise in promoting athletics at an institution of higher education.

(5) **COLLECTIVE.**—The term “collective” means a group or organization of one or more boosters which, in a 12 month period, enter into a quantity of NIL agreements with student athletes above a threshold to be determined by the USIAC.

(6) **COMMISSION.**—The term “Commission” means the Federal Trade Commission.

(7) **CONFERENCE.**—The term “conference” means any organization that is not an association that has institutions as members and sets rules for sports competition between varsity intercollegiate teams.

(8) COVERED AGENT.—The term “covered agent”—

(A) means an individual who—

(i) has registered with the USIAC; and

(ii) whose registration has not lapsed, expired, or been revoked; and

(B) does not include—

(i) a spouse, parent, sibling, grandparent, or guardian of such student athlete;

(ii) any legal counsel for purposes other than that of representative agency; or

(iii) or an individual acting solely on behalf of a professional sports team or professional sports organization.

(9) COVERED COMPENSATION.—

(A) IN GENERAL.—The term “covered compensation” includes any form of payment or remuneration, including cash, benefits, awards, gifts, in-kind contributions, and any other form of payment or remuneration that exceeds a monetary threshold determined by the USIAC.

(B) INCLUSIONS.—The term “covered compensation” includes all forms of payment or provisions of the following:

(i) Payments for promotion by a student athlete through the use of the NIL of the student athlete.

(ii) Payments for licensing or use of publicity rights.

(C) EXCLUSIONS.—The term “covered compensation” does not include the payment or provision of the following:

(i) Grant-in-aid.

(ii) Funds from any student assistance fund or academic enhancement fund administered by a national governing body to assist student athletes in meeting their financial needs, improve the welfare of student athletes, provide academic support for student athletes, or recognize the academic achievement of student athletes, including by providing—

(I) postgraduate scholarships;

(II) school supplies;

(III) benefits that are not related to education such as loss-of-value insurance premiums, travel expenses, clothing, magazine subscriptions; or

(IV) payments incidental to athletics participation in varsity, such as the National Collegiate Athletic Association cost-of-attendance stipend.

(iii) Awards for participation or achievement in intercollegiate athletics, such as qualifying for a bowl game, or payments for performance in the Olympics.

(iv) Awards for future educational opportunities.

(v) Travel funds for members of a student athlete's immediate family to attend sporting events of the student athlete.

(vi) Provision or reimbursement of expenses for meals, lodging, child care, emergency family expenses, transportation, and other benefits incidental to participation, provided that such provision or reimbursement may not constitute payment for engaging in intercollegiate sports competition and must be available based on uniform standards applicable to all student athletes in an association.

(vii) Academic or graduation awards or incentives provided by an association, a conference, or an institution in accordance with rules set forth by the applicable governing association.

(viii) Payment of hourly wages and benefits for work performed outside of participation in intercollegiate athletics at a rate commensurate with the prevailing rate in the State or locality of an institution for similar work.

(10) ENROLL.—With respect to a student athlete, the term “enroll” means to attend courses of instruction required for graduation from an institution.

(11) IMAGE.—The term “image”, with respect to a student athlete, means a photograph, picture, video, or other visual depiction, regardless of how created, of the student athlete.

(12) INSTITUTION.—The term “institution” means an institution of higher education (as defined in section 101 of the Higher Education Act of 1965 (20 U.S.C. 1001)) that sponsors varsity intercollegiate sports competition in the United States.

(13) GRANT-IN-AID.—The term “grant-in-aid” means—

(A) tuition, room, board, books, fees, and personal expenses paid or provided by an institution up to the full cost of attendance;

(B) Federal Pell Grants and other State and Federal grants unrelated to, and not awarded with respect to, participation in varsity intercollegiate sports competition;

(C) health insurance and the costs of health care wholly or partly self-funded by the National Collegiate Athletic Association, a conference, or an institution;

(D) disability and loss of value insurance that is wholly or partly self-funded by the National Collegiate Athletic Association, a conference, or an institution; and

(E) career counseling or job placement services available to all students at an institution.

(14) LIKENESS.—The term “likeness”, with respect to a student athlete, means any depiction or representation, physical, digital, or

otherwise, sufficient to identify the student athlete, not authorized and created by the institution.

(15) NAME.—The term “name”, with respect to a student athlete, means the first or last name, or the nickname, of the student athlete when used in a context that reasonably identifies the student athlete with particularity.

(16) NAME, IMAGE, AND LIKENESS AGREEMENT.—The term “name, image, and likeness agreement” means a contract or similar arrangement between a student athlete and a third-party or collective regarding the commercial use of the name, image, or likeness of the student athlete.

(17) NIL.—The term “NIL” means name, image, and likeness.

(18) NIL AGREEMENT.—the term “NIL Agreement” means a name, image, and likeness agreement.

(19) PUBLICITY RIGHT.—The term “publicity right”—

(A) means a right that is recognized under a Federal or State law that permits an individual to control and profit from the commercial use of the name, image, or likeness of the individual; and

(B) includes any right that is licensed under a name, image, and likeness agreement.

(20) PROFESSIONAL SPORTS CONTRACT.—The term “professional sports contract” means an agreement under which an individual is employed, or agrees to render services, as a player on a professional sports team, with a professional sports organization, or as a professional athlete.

(21) PROSPECTIVE STUDENT ATHLETE.—The term “prospective student athlete” means an individual attending an elementary or a secondary school, as such terms are defined in section 8101 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7801), who participates in a sports program.

(22) STATE.—The term “State” means each of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands of the United States, Guam, American Samoa, or the Commonwealth of the Northern Mariana Islands.

(23) STUDENT ATHLETE.—The term “student athlete” means an individual who engages in varsity intercollegiate sports competition.

(24) THIRD PARTY.—The term “third party” means a booster or

—  
(A) means any individual or entity that makes commercial payments for the use of the publicity rights from any student athlete or groups of student athletes; and

(B) does not include any association, conference, or institution.

(25) TRANSFER PORTAL.—The term “transfer portal” means a digital compliance system to manage the transfer of student athletes between institutions.

(26) USIAC.—The term “USIAC” means the United States Intercollegiate Athletic Committee established under section 102.

(27) VARSITY INTERCOLLEGIATE ATHLETICS PROGRAM.—The term “varsity intercollegiate athletics program” means a sport played at the intercollegiate level, administered by an athletic department, for which eligibility requirements for participation by student athletes are established by an association.

(28) VARSITY INTERCOLLEGIATE ATHLETIC COMPETITION.—The term “varsity intercollegiate athletic competition” means competition involving two or more varsity intercollegiate athletics programs sponsored by different institutions.

## **TITLE I—COLLEGIATE ATHLETES RIGHTS FOR NAME, IMAGE, AND LIKENESS**

### **SEC. 101. PROTECTION OF STUDENT ATHLETE RIGHTS.**



(a) IN GENERAL.—Except as provided in this Act, an association, conference, or institution may not prohibit a student athlete from—

(1) earning covered compensation for the use of the NIL of the student athlete while enrolled at an institution; and

(2) obtaining and retaining a covered agent for any matter or activity related to such covered compensation.

(b) RESCISSION OF AGREEMENTS.—

(1) IN GENERAL.—In the case of a student athlete who is ineligible for a varsity intercollegiate athletics program, the student athlete may rescind an NIL agreement with a remaining term of more than 1 year—

(A) without being held liable for breach;

(B) with no obligation to return payments received before giving notice of the rescission.

(2) APPLICABILITY.—This subsection shall apply to any NIL agreement entered into on and after the date of the enactment of this Act.

(c) RESTRICTED AGENT ACTIVITY.—

(1) AGENT ACTIVITIES.—An individual may not carry out any agent activity or representation of a student athlete with respect to a student athlete name, image, and likeness agreement unless the individual is a covered agent.

(2) CONTRACT WITH COVERED AGENT.—A covered agent may not enter into a representation agreement with a student athlete until 45 days after the date on which the student athlete is first enrolled at the institution.

(d) RESTRICTED NIL AGREEMENTS.—

(1) NIL AGREEMENTS.—A registered third party or collective may not enter into an NIL agreement with a student athlete or covered

agent until 90 days after the date on which the student athlete is first enrolled.

(2) COMPENSATION.—Other than NIL agreements permitted under this Act, no third party or collective shall pay, provide, or facilitate the provision of any covered compensation to a student athlete.

(3) CERTAIN PROHIBITED AGREEMENTS.—

(A) IN GENERAL.—An association, conference or institution may not enter into an NIL agreement with or pay, provide, or facilitate the provision of any covered compensation to a student athlete.

(B) PROHIBITIONS FOR STUDENT ATHLETES.—An association, a conference, or an institution may prohibit a student athlete from entering into an NIL agreement related to the promotion of—

(i) gambling;

(ii) tobacco products;

(iii) vaping or e-cigarette products;

(iv) alcohol products;

(v) controlled substances;

(vi) lewd and lascivious behavior or material; and

(vii) if applicable, any other product or service that is reasonably considered to be inconsistent with the religious values of an institution.

(C) PROHIBITIONS FOR INSTITUTIONS AND ASSOCIATIONS.—If an institution, conference, or association assert a prohibition pursuant to subsection (B), such institution, conference, or association may not enter into or continue in any sponsorship or endorsement contract itself with the same category

or categories or brands, companies, or types of contracts described in clauses (i) through (vii) of such subsection.

(4) LIMITATION OF ENDORSEMENT ACTIVITIES.—To preserve the integrity of the educational programs of institutions, an association, conference, or institution may reasonably limit the NIL activities during required athletic activities and on the campus locations of those NIL activities.

(5) PROHIBITION ON INDUCEMENTS.—

(A) No third party or collective shall directly or indirectly provide covered compensation or make promises or indications of covered compensation to be provided in the future as an inducement for a student athlete to enroll in, maintain enrollment in, or transfer to a specific institution.

(B) No registered booster, collective, or institution shall directly or indirectly provide covered compensation or make promises of covered compensation to a prospective student athlete.

(6) PROHIBITION ON TAMPERING.—

(A) No third party or collective shall directly or indirectly provide covered compensation or make promises or indication of covered compensation to be provided in the future to student athletes enrolled at institutions at which the third party or collective is not affiliated.

(B) No third party or collective shall directly or indirectly provide covered compensation or make promises or indication of covered compensation to be provided in the future to student athletes who enter the transfer portal or to induce a student athlete to enter the transfer portal.

(7) PROHIBITION ON PERFORMANCE INDUCEMENTS.—No covered agent, student athlete, third party, or collectives shall enter into a NIL agreement which requires or incentivizes on-field or in-competition actions, promotions, or performance. Commercials or announcements recorded prior to a competition and aired during the

competition are not considered in-competition promotion for the purpose of this section.

(8) REQUIREMENTS OR RESTRICTIONS ON THE USE OF TRADEMARKS.—An association, conference, or institution may set reasonable requirements or restrictions on the use of association, conference, or institutional trademarks in NIL activities, including standard royalties to be paid to the association, conference, or institution for the use of such trademarks.

**SEC. 102. UNITED STATES INTERCOLLEGIATE ATHLETICS COMMITTEE.**

(a) ESTABLISHMENT.—The United States Intercollegiate Athletics Committee is established as an independent, nonprofit corporation. The corporation is not an agency or establishment of the United States Government.

(b) ORGANIZATION.—

(1) BOARD OF DIRECTORS.—

(A) MEMBERSHIP.—The USIAC shall be governed by a board of directors (in this section referred to as the “Board”).

(B) APPOINTMENT.—

(i) Except as provided under subparagraph (F), the Members of the Board first appointed under this section shall be appointed for terms ending [one, two, three, four, five, six, and seven years,] respectively, after the date of the enactment of this Act.

(ii) Each of their successors shall be appointed for a term of [seven years] from the date of the expiration of the term for which their predecessor was appointed.

(iii) Members of the Board shall be appointed no later than 1 year after enactment of this Act.

(iv) Members of the Board shall be initially appointed as follows:

(I) One member by the Speaker of the House of Representatives, for an initial term of [seven] years.

(II) One member by the Majority Leader of the House of Representatives for an initial term of [five] years.

(III) One member by the Minority Leader of the House of Representatives for an initial term of [one] year.

(IV) One member by the Majority Leader of the Senate for an initial term of [six] years.

(V) One member by the Minority Leader of the Senate for an initial term of [three] years.

(VI) Four members by the Chair of the Committee on Commerce, Science, and Transportation of the Senate for initial terms of [seven, five, four, and one] years.

(VII) Four members by the Ranking Member of the Committee on Commerce, Science, and Transportation Ranking Member of the Senate for an initial term of [six, three, three, and two] years.

(VIII) Four members by the Chair of the Committee on Energy and Commerce Chair of the House of Representatives for an initial term of [seven, five, four, and one] years.

(IX) Four members by the Ranking Member of the Committee on Energy and Commerce of the House of Representatives for an initial term of [six, four, two, and two] years.

(C) REMOVAL.—A Member of the Board shall be removed by a two thirds vote of the Board Members listed in subparagraph (B).

(D) REPRESENTATION.—The Board shall be comprised of 21 voting members who shall include the following categories:

(i) representatives of student athletes, or of student athletes who competed in varsity intercollegiate athletic competition within the previous 8 years, enrolled at institutions of different sizes and geographical locations.

(ii) representatives of athletics directors at institutions of different sizes and geographical locations.

(iii) representatives of conferences of different sizes and geographical locations.

(iv) representatives of institutions of different sizes and geographical locations.

(v) representatives of a variety of intercollegiate athletics teams.

(vi) professionals with expertise in sports marketing, contracting, and public relations.

(vii) representatives of Historically Black Colleges and Universities.

(viii) representatives of all Divisions.

(ix) individuals—

(I) with expertise in corporate governance; and

(II) who are not associated with any covered athletic association, conference, or institution.

(E) ASSOCIATION.—The President of the National Collegiate Athletic Association or their designated representative shall have a permanent, nonvoting membership on the Board. The President or their designated representative may not be elected as the Chair of the Board or designated as the Secretary of the Board.

(F) VACANCIES.—Any Members of the Board appointed to fill a vacancy occurring prior to the expiration of the term for which their predecessor was appointed shall be appointed only for the remainder of such term. A Member of the Board may continue to serve after the expiration of this term until their successor has taken office, except that they may not so continue to serve more than one year after the date on which their term would otherwise expire under this subsection.

(2) STAFFING.—The USIAC shall hire and provide salary, benefits, and administrative expenses for an Executive Director and other appropriate staff to support the work of the Board and administer the requirements of this Act.

(3) CHAIR.—The Chair of the Board shall be elected by a majority of the Board. The Chair may designate another member of the Board as the Secretary of the Board, though such member must be from a different category described in paragraph (1)(E) than the Chair.

(4) BYLAWS.—The Board shall be governed by bylaws for the operation of the USIAC with respect to—

- (A) the administrative structure and employees of the USIAC;
- (B) the establishment of advisory councils;
- (C) termination of membership on the Board; and
- (D) any other matter the Board considers necessary.

(5) QUORUM.—For all items for which Board approval is required, the Board shall have present two thirds of all members. No vacancy in the Board shall impair the rights of the remaining Members of the board from exercising all the powers of the USIAC.

(6) APPEALS STANDING COMMITTEE.—

(A) IN GENERAL.—The USIAC shall establish an appeals standing committee, to which any individual affected by an enforcement decision of the USIAC may appeal such decision.

(B) MEMBERSHIP.—The appeals standing committee shall be comprised of 7 individuals, none of which may be members of the Board, selected by the Board.

(C) CHAIR.—The Chair of the appeals standing committee shall be elected by a majority of the appeals standing committee.

(D) ADVICE TO THE BOARD.—After hearing an appeal on a decision of the USIAC, the appeals standing committee shall issue a recommendation to the Board on whether to sustain or overrule the decision.

(7) CONFLICTS OF INTEREST.—To avoid conflicts of interest, the following individuals may not be selected as a member of the Board or as a member of a standing committee established under this section:

(A) A third party.

(B) A covered agent.

(C) A collective.

(c) USIAC REGISTRATION.—

(1) IN GENERAL.—Each applicant or student athlete described in this subsection shall submit the relevant information described in this subsection to the portal established under subsection (e)(4).

(2) AGENTS INFORMATION.—A person applying for registration to the USIAC as an agent for a student athlete shall submit an application for registration to the USIAC in a form prescribed by the USIAC. The application must be signed under penalty of perjury by the applicant and include the following:

(A) The name and contact information of the applicant, including a telephone number, email address, and, if available, a website address.

(B) The address of the principal place of business of the applicant.



(C) Whether conduct of the applicant has caused—

(i) a student athlete to be sanctioned, suspended, or declared ineligible to participate in varsity intercollegiate athletic competition or a varsity intercollegiate athletic program;

(ii) an institution to be sanctioned; or

(iii) the applicant to be convicted of fraud.

(D) Whether the applicant has been sued for, or settled claims alleging, breach of contract or breach of fiduciary duties.

(3) THIRD PARTIES.—A person or entity applying for registration as a third party shall submit an application for registration to the USIAC in a form prescribed by USIAC. The application must be signed under penalty of perjury by an authorized representative of the applicant and include the following:

(A) The name and contact information of the applicant, including a telephone number, email address, and, if available, a website address.

(B) The address of the principal place of business of the applicant.

(C) Identification of each social-media account associated with the applicant.

(D) A brief description of the type of business and business activity of the applicant.

(E) The institution or institutions with which the applicant is affiliated.

(F) The name and address of each individual that is a partner, member, officer, or director of the applicant.

(G) The name of each individual entitled to a share of profits, income, receipts, or other funds of the applicant.

(H) The name of any individual who directly or indirectly holds an equity interest of at least five percent in the applicant.

(I) Whether the applicant or person named under subparagraph (F) has been adjudicated as bankrupt or has filed for bankruptcy.

(J) Whether conduct of the applicant or a person named under subparagraph (F) has caused—

(i) a student athlete to be sanctioned, suspended, or declared ineligible to participate in varsity intercollegiate athletic competition or a varsity intercollegiate athletic program;

(ii) an institution to be sanctioned; or

(iii) the applicant to be convicted of fraud.

(K) Whether a registration as a third party by the applicant or a named person under subparagraph (G) has been denied, suspended, abandoned, or not renewed.

(4) COLLECTIVES.—A person or entity applying for registration as a collective shall submit, under penalty of perjury, an application for registration to the USIAC in a form prescribed by USIAC. The application must be signed under penalty of perjury by an authorized representative of the applicant and include the following:

(A) The name and contact information of the applicant, including a telephone number, email address, and, if available, a website address.

(B) The address of the principal place of business of the applicant.

(C) Identification of each social-media account associated with the applicant.

(D) A brief description of the type of business and business activity of the applicant.

(E) The institution or institutions with which the applicant is affiliated.

(F) The name and contact information of any donor who contributed to the fund.

(G) Whether the applicant or person named under subparagraph (F) has been adjudicated as bankrupt or has filed bankruptcy.

(H) Whether conduct of the applicant or a person named under subparagraph (F) has caused—

(i) a student athlete to be sanctioned, suspended, or declared ineligible to participate in a varsity intercollegiate athletic competition or a varsity intercollegiate athletic program;

(ii) an institution to be sanctioned; or

(iii) the applicant to be convicted of fraud.

(I) Whether a registration as a third party or collective by the applicant or a named person under subparagraph (G) has been denied, suspended, abandoned, or not renewed.

(d) USIAC AGREEMENTS AND CONTRACTS DISCLOSURES.—

(1) THIRD PARTIES.—A registered third party that signs an NIL agreement with a student athlete shall, within **[30]** days after the date on which the agreement is signed, submit the following:

(A) The name and contact information of the registered third party, including a telephone number, email address, and institution with which the applicant is affiliated with.

(B) The name and contact information of the student athlete with which the applicant has signed a NIL agreement.

(C) If applicable, the name and contact information of the student athlete's covered agent.

(D) A copy of the NIL agreement signed by the registered third party.

(E) An affidavit, under penalty of perjury, that the registered third party has not used the NIL agreement as an inducement.

(2) COLLECTIVES.—A registered collective that signs an NIL agreement with a student athlete shall, within 30 days after the date on which the agreement is signed, submit the following:

(A) The name and contact information of the registered collective, including a telephone number, email address, and institution with which the applicant is affiliated with.

(B) The name and contact information of the student athlete with which the applicant has signed a NIL agreement.

(C) If applicable, the name and contact information of the student athlete's covered agent.

(D) A copy of the NIL agreement signed by the registered collective.

(E) An affidavit, under penalty of perjury, that the registered collective has not used the NIL agreement an inducement.

(3) COVERED AGENT.—

(A) AFFIDAVIT OF COMPLIANCE.—A covered agent shall attest, under penalty of perjury, that the applicant is in compliance with relevant state authorities and regulations regarding athlete agents and agency contracts in the States where the student athlete with which they are signing an agency contract with are based. If the State in which the student athlete is based does not have an agent certification process, registration with the USIAC shall be considered sufficient.

(B) DISCLOSURE REQUIRED FOR CONTRACT.—A covered agent that signs an agency contract with a student athlete shall, within 30 days after the date on which the contract is signed, disclose to the USIAC the following:

(i) The name, contact information, and USIAC registration information of the covered agent.

(ii) The name and educational institution of the student athlete or student athletes on behalf of which the agent is operating.

(iii) A copy of the agency contract between the covered agent and the student athlete establishing representation.

(4) STUDENT ATHLETE.—

(A) DISCLOSURE REQUIRED FOR AGENCY CONTRACT.—A student athlete that signs an agency contract with a covered agent shall, within 30 days after the date on which the agency contract is signed, disclose to the USIAC the following:

(i) The name and contact information of the student athlete, including a telephone number, email address, and institution where the student athlete is enrolled.

(ii) The name, contact information, and registration information of the covered agent or if the student athlete is representing themselves.

(iii) A copy of the agency contract the student athlete signed with the covered agent.

(B) DISCLOSURE REQUIRED FOR NIL AGREEMENT.—A student athlete or their covered agent that signs an NIL agreement with a third party or collective shall, within 30 days after the date on which the agreement is signed, disclose to the USIAC the following:

(i) The name and contact information of the student athlete, including a telephone number, email address, and institution of association.

(ii) The name and contact information of the third party or collective which signed the NIL agreement.

(iii) A copy of the NIL agreement signed by the student athlete or their covered agent.

(iv) The demographic information of the student athlete.

(e) DISCLOSURES RELATING TO PAYMENT OF COVERED COMPENSATION.—

(1) STUDENT ATHLETES.—For student athletes who have signed a NIL agreement, not less than quarterly, the student athlete or their covered agent shall report to the USIAC the following:

(A) The amount of such covered compensation.

(B) The agreement with which the covered compensation is associated.

(C) The name of each party to the agreement.

(2) THIRD PARTIES OR COLLECTIVES.—Registered third parties and collectives who have signed a NIL agreement shall disclose to the USIAC, not less than monthly, the following:

(A) The amount of such covered compensation paid in the previous period.

(B) A copy of the agreement with which the covered compensation is associated.

(C) The name and contact information of each party to the agreement.

(D) A description of the work performed as required by the agreement.

(f) DUTIES.—

(1) IN GENERAL.—The USIAC shall adopt rules and regulations, and amend rules and regulations of the USIAC, consistent with this Act.

(2) RULES.—The rules of the USIAC—

(A) shall—

(i) prevent unfair or deceptive acts or practices to promote the use of student athletes' name, image, or likeness;

(ii) foster cooperation and coordination with parties engaged in name, image, or likeness agreements;

(iii) remove impediments to a free and open market through public transparency of aggregate information; and

(iv) prevent inducements or other compensation related to transfers, school selection, or athletic performance; and

(v) protect the privacy of student athletes by taking appropriate measures to protect the information disclosed to the USIAC; and

(B) may not—

(i) permit unfair or deceptive acts or practices;

(ii) fix student athlete compensation; and

(iii) regulate by virtue of any authority conferred by law matters not related to the purposes of this section or the USIAC.

### (3) INVESTIGATIONS.—

(A) IN GENERAL.—Student athletes, covered agents, third parties, and collectives shall—

(i) cooperate with the Commission and USIAC during any civil investigation;

(ii) respond truthfully and completely to the best of the knowledge of the student athlete, covered agent, third party, or collective if questioned by the Commission or USIAC.

(B) COOPERATION.—Any student athlete, or prospective student athlete, who truthfully cooperates with an investigation by the USIAC shall not be considered in violation of the rules of the USIAC.

(D) FAILURE TO COMPLY.—Any failure of a student athlete, covered agent, third party, or collective to comply with this subsection shall be a violation of the rules of the USIAC and shall result actions compliant with

(4) SYSTEM TO RESPOND TO REGISTRATION, INQUIRIES.—

(A) ESTABLISHMENT AND MAINTENANCE OF A SYSTEM TO RESPOND TO REGISTRATION, INQUIRIES.—  
The USIAC shall establish and maintain the following:

(i) A system for collecting and retaining registration information.

(ii) A system for collecting and retaining any disciplinary action and appeal status.

(iii) A website to receive and promptly respond to any inquiry regarding registration, disciplinary action, and appeal status information for a registrant, applicant, or person authorized to act on their behalf.

(B) ACCESS.—Access to the system shall be limited to staff of the USIAC, applicants, institutions, covered agents, third parties, student athletes, and other persons as the USIAC determines to be necessary.

(C) PROCESS FOR DISPUTED INFORMATION.—The USIAC shall adopt rules establishing a process for disputing the accuracy of information provided in response to an inquiry under this paragraph.

(g) PUBLIC DATABASE.—Not less than quarterly, the USIAC shall make available to the public on the internet a website, including an application



programming interface, of the USIAC for the preceding period, information that includes the following:

(1) The total number of student athletes who have entered into NIL agreements.

(2) The total amount of covered compensation earned by student athletes, disaggregated by division and by conference.

(3) The average amount of covered compensation earned by student athletes.

(4) The average amount of covered compensation earned by student athletes, disaggregated by sports program.

(5) A disaggregated and deidentified description of each NIL agreement entered into, including—

(A) the terms and conditions of the NIL agreement;

(B) the amount of covered compensation;

(C) the requirements of the student athlete for receiving such covered compensation;

(D) the dates for which the NIL agreement is in effect; and

(E) the sports program or programs in which the student athlete participates.

(6) Any other extract of data or information the USIAC considers to be helpful to student athletes in evaluating covered agents and NIL agreements, and the fair market value of their NIL.

(h) FUNDING.—

(1) IN GENERAL.—The rules of the USIAC shall provide for the equitable allocation of reasonable dues, fees, and other charges among registrants and other persons using any facility or system that the USIAC operates or controls.

(2) BORROWING.—The USIAC may borrow funds toward the funding of its operations.

(i) TIP LINE.—Within [6 months] following the appointment of the Board, the USIAC shall establish a public facing website to facilitate the reporting of alleged NIL agreement violations.

(j) ENFORCEMENT.—

(1) IN GENERAL.—Subject to any rules or order of the USIAC, a person registered with the USIAC shall be appropriately disciplined for a violation of any provision of applicable law, the rules under such provisions, or the rules of the association by expulsion, suspension, limitation of activity, function, and operation, fine, censure, a suspension or bar from being associated with a party registered with the USIAC, or any other fitting sanction.

(2) DISCIPLINE OF REGISTRANTS.—

(A) DISCIPLINE.—

(i) NOTIFICATION.—In any proceeding by the USIAC to determine whether a member, or a person associated with a member, should be disciplined, the USIAC shall bring specific charges, notify registrants of those charges, and keep a record.

(ii) STATEMENT.—A determination by the USIAC to impose discipline in a proceeding under subparagraph (A) shall be supported by a statement setting forth—

(I) any act or practice in which the registered party, or a person associated with the registered party, or a party that failed to register when required to do so, has been found to have engaged in, or that such party or person has been found to have omitted;

(II) the specific provision of law, the rules under such a provision, or the rules of the USIAC that an act or practice described in clause (i), or an omission to act, the party or person is charged with violating; and

(III) the sanction imposed and a justification for the sanction.

(B) DENIAL OR REVOCATION OF REGISTRATION.—

(i) NOTIFICATION.—In any proceeding by the USIAC to determine whether a person shall be denied, barred from, prohibited, or limited in registration or have their registration revoked, the USIAC shall—

(I) notify that registrant or person and give the person an opportunity to be heard;

(II) provide the registrant or person the specific grounds for denial, bar, prohibition, limitation, or revocation under consideration; and

(III) maintain a record.

(ii) STATEMENT.—A determination by the USIAC to deny, bar, prohibit, limit, or revoke registration shall be supported by a statement setting further the specific grounds on which the denial, bar, prohibition, limitation, or revocation is based.

(3) DENIAL OR REVOCATION OF REGISTRATION.—The USIAC, in compliance with the rules and regulation promulgated as a result of this Act, shall have the authority to deny, revoke, bar, prohibit, and limit the registration of persons the USIAC determines to be in violation of the rules and regulations of the Committee.

(4) SIGNING OF UNREGISTERED NAME, IMAGE, AND LIKENESS AGREEMENTS BY STUDENT ATHLETES.—The failure of a student athlete, or their covered agent, to report the signing of an NIL agreement within 30 days after the date on which the agreement is signed shall be considered a violation of the rules and regulations of the USIAC and referred to the National Collegiate Athletics Association for eligibility restrictions.

(5) LIST OF INDIVIDUALS NOT REGISTERED.—The USIAC shall publish on a publicly available internet website a list of individuals—

(A) who have attempted to register as a covered agent, third party, or collective, but were denied due to previous misconduct; and

(B) who have previously registered as a covered agent, third party, or collective but have had their registration revoked, barred, prohibited, or limited by the USIAC.

(k) GUIDANCE FOR STUDENT ATHLETES.—Not later than 6 months after the appointment of the Board, the USIAC shall develop and publish on a publicly available internet website of the USIAC guidance that—

(1) explains the legal and business concepts to be considered in licensing publicity rights for student athletes;

(2) specifically includes information concerning the implications of provisions that restrict the choice of a student athlete or bind the student athlete to long-term arrangements;

(3) a recommended or standard NIL Agreement; and

(4) a standard affidavits for agents, third parties, and collectives.

(l) GRIEVANCE PROCEDURES.—For instances in which there is no State licensing body, the USIAC shall establish procedures for—

(1) addressing complaints and concerns from student athletes and institutions with respect to covered agents; and

(2) upon a showing that a covered agent has not competently represented the interests of 1 or more student athletes or has failed to comply with applicable standards of conduct and ethics, the revocation of registration of a covered agent.

(m) REPORT.—The Board of Directors of the USIAC shall submit an annual report to Congress evaluating the actions of the USIAC in achieving its duties as outlined in this Act.

(n) **SAFE HARBOR.**—No action shall be taken by the Federal Trade Commission, a State attorney general, or any other state official against a person with the relevant active registrations with the USIAC for a violation of this Act.

(o) **LIMITATION ON LIABILITY.**—The USIAC shall not be liable for any action taken or omitted in good faith in compliance with this Act.

### **SEC. 103. FEDERAL TRADE COMMISSION OVERSIGHT.**

(a) **IN GENERAL.**—The USIAC shall submit to the Commission, in accordance with such rules as the Commission may prescribe under section 553 of title 5, United States Code, any proposed rule, or proposed modification to a rule, of the USIAC.

(b) **PUBLICATION AND COMMENT.**—

(1) **IN GENERAL.**—The Commission shall—

(A) publish in the Federal Register each proposed rule or modification submitted under subsection (a); and

(B) provide an opportunity for public comment.

(2) **APPROVAL REQUIRED.**—A proposed rule, or a proposed modification to a rule, of the USIAC shall not take effect unless the proposed rule or modification has been approved by the Commission.

(c) **DECISION ON PROPOSED RULE OR MODIFICATION TO A RULE.**—

(1) **IN GENERAL.**—Not later than 60 days after the date on which a proposed rule or modification is published in the Federal Register, the Commission shall approve or disapprove the proposed rule or modification.

(2) **CONDITIONS.**—The Commission shall approve a proposed rule or modification if the Commission finds that the proposed rule or modification is consistent with—

(A) this Act; and

(B) applicable rules approved by the Commission.

(3) REVISION OF PROPOSED RULE OR MODIFICATION.—

(A) IN GENERAL.—In the case of disapproval of a proposed rule or modification under this subsection, not later than 30 days after the issuance of the disapproval, the Commission shall make recommendations to the USIAC to modify the proposed rule or modification.

(B) RESUBMISSION.—The USIAC may resubmit for approval by the Commission a proposed rule or modification that incorporates the modifications recommended under subparagraph (A).

(d) PROPOSED STANDARDS AND PROCEDURES.—

(1) IN GENERAL.—The USIAC shall submit to the Commission any proposed rule, standard, or procedure developed by the USIAC to carry out the requirements of this Act.

(2) NOTICE AND COMMENT.—The Commission shall publish in the Federal Register any such proposed rule, standard, or procedure and provide an opportunity for public comment.

(e) AMENDMENT BY COMMISSION OF RULES OF AUTHORITY.— The Commission, by rule in accordance with section 553 of title 5, may abrogate, add to, and modify the rules of the USIAC promulgated in accordance with this Act as the Commission finds necessary or appropriate to ensure the fair administration of the USIAC, to conform the rules of the USIAC to requirements of this Act and applicable rules approved by the Commission, or otherwise in furtherance of the purposes of this Act.

**SEC. 104. ENFORCEMENT.**

(a) ENFORCEMENT BY FEDERAL TRADE COMMISSION.—

(1) UNFAIR OR DECEPTIVE ACTS OR PRACTICES.—The signing of an NIL agreement by a unregistered third party, collective, or

party operating as an unregistered agent outside the rules and regulations of the USIAC shall be treated as a violation of a rule defining an unfair or deceptive act or practice prescribed under section 18(a)(1)(B) of the Federal Trade Commission Act (15 U.S.C. 57a(a)(1)(B)).

(2) ACTIONS BY THE COMMISSION.—The Commission shall enforce this title in the same manner, by the same means, and with the same jurisdiction, powers, and duties as though all applicable terms and provisions of the Federal Trade Commission Act (15 U.S.C. 41 et seq.) were incorporated into and made a part of this title, and any third party, collective, or party operating as a covered agent that violates this title shall be subject to the penalties and entitled to the privileges and immunities provided in the Federal Trade Commission Act.

(b) ENFORCEMENT BY STATE ATTORNEYS GENERAL.—

(1) IN GENERAL.—If the attorney general of a State has reason to believe that any third party, collective, or party operating as a covered agent has violated or is violating this title in a manner that affects one of more residents of that State, the attorney general of the State may bring a civil action exclusively in an appropriate district court of the United States to—

(A) enjoin further such violation by the defendant;

(B) enforce compliance with this title;

(C) obtain civil penalties;

(D) obtain other remedies permitted under State law; or

(E) obtain damages, restitution, or other compensation on behalf of residents of the State.

(2) RULE OF CONSTRUCTION.—For purposes of bringing a civil action under paragraph (1), nothing in this title shall be construed to prevent the attorney general of a State from exercising the powers conferred on such attorney general by the laws of the State to conduct investigations, administer oaths or affirmations, or compel the

attendance of witnesses or the production of documentary and other evidence.

(c) ACTIONS BY OTHER STATE OFFICIALS.—

(1) IN GENERAL.—In addition to civil actions brought by attorneys general under subsection (b), any other officer of a State who is authorized by the State to do so, except for any private person on behalf of the State, may bring a civil action under subsection (b), subject to the same requirements and limitations that apply under subsection (b) to civil actions brought by attorneys general of the State.

(2) SAVINGS PROVISION.—Nothing in this subsection may be construed to prohibit an authorized official of a State from initiating or continuing any proceeding in a court of the State for a violation of any civil or criminal law of the State.

**SEC. 105. ROLE OF ASSOCIATIONS AND CONFERENCES.**

Associations and conferences shall—

(1) establish rules, consistent with this Act and the rules and standards developed in accordance with section 102(e)(1); and

(2) enforce such rules by—

(A) declaring ineligible for competition a student athlete who receives payments in violation of this Act or any such rule or standard; and

(B) withholding 1 or more revenue distributions from an institution that makes payments in violation of this Act or any such rule or standard.

**SEC. 106. RELATIONSHIP TO STATE LAWS.**

No State or political subdivision of a State may establish or continue in effect any law, regulation, rule, requirement, or standard that governs or regulates the compensation or publicity rights of student athletes, including any provision that governs or regulates the commercial use of the NIL of a student athlete.