



MIDWESTERN STATE UNIVERSITY

Operating Policies & Procedures Manual

University Operating Policy/Procedure (“OP”)

OP 20.04: Name, Image and Likeness (“NIL”) Compliance

Approval Authority:	President
Policy Type:	University Operating Policy and Procedure
Policy Owner:	President
Responsible Office:	Director of Athletics
Next Scheduled Review:	09/01/2027

I. Policy Statement

Midwestern State University (“MSU” or “University”), a component institution of the Texas Tech University (“TTU”) System, is committed to supporting its student-athletes in their pursuit of name, image, and likeness opportunities for compensation in accordance with applicable NCAA regulations and state and federal laws. This OP provides definitions and responsibilities relating to use of a student-athlete’s name, image and/or likeness at the University. A student-athlete’s failure to comply with this OP may result in penalties that could impact the student-athlete’s eligibility to participate in intercollegiate athletics and maintain an athletics scholarship. This OP is subject to change.

II. Reason for OP

This OP is *not* intended to prevent or discourage student-athletes from earning compensation for their name, image, and likeness that is otherwise allowed. The intent of this OP is to promote:

- (1) compliance with applicable laws and regulations governing student-athletes' NIL activities;
- (2) clarification of student-athletes’ opportunities and responsibilities regarding compensation for the use of their name, image, and likeness, and obtaining professional representation relating to the use of the student-athlete’s name, image, or likeness; and
- (3) preservation of student-athletes’ eligibility to participate in intercollegiate athletic programs.

III. Application of OP

This OP applies to all student-athletes, coaches, and staff at the University, and athlete agents and all individuals, corporate entities, and other organizations entering into any arrangement with a student-athlete at MSU.

IV. Definitions

For purposes of this OP:

- A. ***Athlete Agent*** – Means an individual who:
 - (1) for compensation, directly or indirectly recruits or solicits an athlete to enter into an agent contract, a financial services contract, or a professional sports services contract with that individual or another person; or
 - (2) for a fee, procures, offers, promises, or attempts to obtain employment for an athlete with a professional sports team. See Section 2051.001(3), *Texas Occupations Code*.
- B. ***Fair Market Value*** – With regard to college athletics and NIL contracts, fair market value refers to the compensation (either in-kind or monetarily) that the NIL rights of a student-athlete would command in the open marketplace.
- C. ***Honor Code*** – Means the set of rules or principles governing an academic community to which a student agrees to abide when attending MSU.
- D. ***Institutional Contract*** – Means a contract between MSU or its designated representative and an external party that includes a sponsorship agreement governing the use of MSU's trademarks in connection with athletics.
- E. ***Name, Image and Likeness (“NIL”)*** – Name, image, and/or likeness are the three components of a person's “right of publicity.” These are independent or collectively identifiable aspects of a person that make them unique, including but not limited to, their name, image, likeness, nickname, signature, social media account, any symbol, name, or design that readily identifies them or any combination thereof. Student-athlete NIL opportunities could include, but are not limited to:
 - Autographs
 - Business Ventures
 - Endorsements
 - Lessons & Camps
 - Merchandise
 - Personal Appearances
 - Personal Content Creation
 - Social Media Posts
- F. ***NCAA*** – National Collegiate Athletic Association.
- G. ***Official Team Activities*** – Means any activity the University designates as an official team activity and includes all games, practices, exhibitions, scrimmages, including travel to and from away from home, pregame and postgame activities, meetings, team appearances, team photograph sessions, sports camps sponsored by the University, and other team-organized activities and promotional events, regardless of whether the activity takes place on or off campus, including individual photograph sessions and

news media activities/interviews (including press conferences), mandatory class attendance, academic study hall, compliance meetings, community service events, and recruiting activities (including student host duties).

- H. **Professional Representation** – For NIL purposes, it means representation by any individual or entity (outside of Midwestern State University) engaged by a student-athlete, including representation by an attorney licensed to practice law in this state, for contracts or other legal matters relating to the use of the student-athlete’s name, image, or likeness to secure compensation for the student-athlete.
- I. **Student-Athlete** – Means an individual who:
- (1) is eligible to participate in intercollegiate sports contests as a member of a sports team or as an individual competitor in a sport at MSU; or
 - (2) has participated as a member of an intercollegiate sports team or as an individual competitor in an intercollegiate sport at MSU and has never signed an employment contract with a professional sports team. See Section 2051.001(2), *Texas Occupations Code*.

A student-athlete is a student whose enrollment was solicited by a member of the athletic staff or other representative of athletics’ interests with a view toward the student’s ultimate participation in the intercollegiate athletics program at the University. Any other student becomes a student-athlete only when the student reports for an intercollegiate squad that is under the jurisdiction of the University’s Athletics Department. A student is not deemed a student-athlete solely on the basis of prior high school athletics participation. For purposes of this OP, a student-athlete must be eligible under any applicable state and/or federal NIL legislation to participate in NIL activities.

- J. **Team Contract** – Means a contract between a student-athlete and MSU and includes any rules or expectations of MSU’s Athletic Department or a 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.

V. Procedures and Responsibilities

MSU student-athletes may engage in NIL activities and receive compensation (in-kind or monetarily) subject to compliance with applicable state laws, TTU System *Regents’ Rules and Regulations*, MSU Operating Policies and Procedures, and NCAA rules and regulations.

A. University Responsibilities

1. MSU may not:
 - a. adopt or enforce a policy, requirement, standard, or limitation that prohibits or otherwise prevents a student-athlete participating in an intercollegiate athletic program at the University from:
 - (1) earning compensation for the use of the student-athlete’s name, image, or likeness when the student-athlete is not engaged in official team activities; or

- (2) obtaining professional representation, including representation by an attorney licensed to practice law in this state, for contracts or other legal matters relating to the use of the student-athlete's name, image, or likeness; ~~or,~~
 - ~~b. provide or solicit a prospective student athlete of an intercollegiate athletic program at the University with compensation in relation to the prospective student athlete's name, image, or likeness.~~
- 2. A scholarship, grant, or similar financial assistance awarded to a student-athlete by MSU that covers the student-athlete's cost of attendance at MSU is not compensation for purposes of Section V of this OP.
- 3. A student-athlete participating in an intercollegiate athletic program at MSU may not be disqualified from eligibility for a scholarship, grant, or similar financial assistance awarded by MSU because the student-athlete:
 - a. earns compensation from the use of the student-athlete's name, image, or likeness when the student-athlete is not engaged in official team activities; or
 - b. obtains professional representation, including representation by an attorney licensed to practice law in this state, for contracts or other legal matters relating to use of the student-athlete's name, image, or likeness.
- 4. MSU may not prescribe a team contract for an intercollegiate athletic program that prohibits or otherwise prevents a student-athlete from using the student-athlete's name, image, or likeness for a commercial purpose when the student athlete is not engaged in official team activities.
- 5. If MSU identifies a provision in a contract disclosed to the University by a student-athlete under **Subsection V.B.1.a** below that conflicts with a provision in the student-athlete's team contract, a provision of an institutional contract of MSU, a policy of the athletic department of MSU, or a provision of the honor code of the University, MSU shall promptly disclose the conflict to the student-athlete or the student-athlete's 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.
- 6. MSU shall require a student-athlete participating in an intercollegiate athletic program at the University to attend a financial literacy and life skills course during the beginning of the student's first academic year at the University. The course must be at least five hours in duration and include information on financial aid, debt management, time management, budgeting, and academic resources available to the student-athlete. The University may not during the course 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.

7. The University may not authorize a use described by Subsection **V.B.5** of this OP unless the University requires that:
 - a. the student-athlete and the person contracting for the use of the student-athlete's name, image, or likeness comply with any requirements the University establishes, including requirements related to licensing; and
 - b. the University is compensated for the use in an amount consistent with market rates.
8. MSU, a third-party entity acting on MSU's behalf, or an employee of MSU:
 - a. may identify, create, facilitate, or otherwise assist with opportunities for a currently enrolled student-athlete to earn compensation from a third party for the use of the student-athlete's name, image, or likeness; and
 - b. may not, in assisting a student-athlete as described in Subsection V.A.8.a above:
 - (1) act as an athlete agent for the student-athlete;
 - (2) be compensated by the student-athlete or third party for providing the assistance;
 - (3) attempt to influence the student-athlete's choice of professional representation in connection with an opportunity; or
 - (4) attempt to diminish the student-athlete's opportunities from competing third parties.
 - c. In accordance with Texas Education Code § 51.9246 (n), a charitable organization exempt from taxation under Section 501 (a), Internal Revenue Code of 1986, as an organization described by Section 501 (c) (3) of that code, may compensate a student-athlete for the use of the student-athlete's name, image, or likeness.
9. NIL Education, Support, and Disclosure Tools
 - a. In accordance with Subsection V.A.8.a above, MSU provides resources to assist with opportunities for currently enrolled student-athletes with NIL activities. MSU Athletics partners with **Opendorse**, the industry leader in NIL education and technology, to provide student-athletes with tools and training to manage NIL opportunities.
 - b. Through **Opendorse**, student-athletes can:
 - (1) learn about NIL compliance, contracts, and fair market value;
 - (2) discover and manage NIL opportunities safely within University guidelines;
 - (3) disclose NIL agreements to the University in the required format; and
 - (4) build and enhance their personal brand with social media and marketing tools.

- c. All MSU student-athletes are encouraged to use [Opendorse](#) for NIL disclosures, education, and brand management support:
 - (1) [Opendorse](#): MSU's official NIL education and opportunity platform. Student-athletes can access NIL training, contract tools, and reporting support via the [Opendorse](#) platform.
 - (2) NCAA NIL Policy Resources
 - (3) TTU System *Regents' Rules* and MSU Ops
 - (4) MSU Athletics Office of Compliance

B. Student-Athlete NIL Opportunities and Responsibilities

1. Student-athlete NIL activities must comply with federal, state, and local law, as well as TTU System and MSU policies applicable to all students. This is a working policy in an evolving area and, as such, will be subject to ongoing review and revision as circumstances, laws and regulations change. MSU and its staff shall not provide legal advice to student-athletes with respect to their NIL activities.
2. Unless a prospective student-athlete younger than 17 years of age is enrolled at an institution of higher education, an individual, corporate entity, or other organization, including MSU, may not enter into an arrangement relating to the athlete's name, image, or likeness with the athlete or with an individual related to the athlete by consanguinity or affinity.
3. A student-athlete participating in an intercollegiate athletic program at MSU:
 - a. shall, before entering into the contract, disclose to the University [through the University's approved Opendorse platform, unless otherwise directed by the University's Athletics Compliance Office](#), any proposed contract the student-athlete may sign for use of the student-athlete's name, image, or likeness;
 - b. may not enter into a contract for the use of the student-athlete's name, image, or likeness if:
 - (1) any provision of the contract conflicts with a provision of the student-athlete's team contract, a provision of an institutional contract of MSU, a policy of the athletic department of MSU, or a provision of the honor code of the University;
 - (2) the compensation for the use of the student-athlete's name, image, or likeness is provided:
 - (a) in exchange for athletic performance ("pay for play");
 - (b) in exchange for an endorsement of alcohol, tobacco products, e-cigarettes or any other type of nicotine delivery device, anabolic steroids, sports betting, casino gambling, a firearm the student-athlete cannot legally purchase, or a sexually oriented business

as defined in Section 243.002, *Texas Local Government Code*;
or

- (3) the duration of the contract extends beyond the student-athlete's participation in the intercollegiate athletic program;
 - c. is not considered an employee of the University based on the student-athlete's participation in the intercollegiate athletic program;
 - d. may earn compensation from selling the student-athlete's autograph in a manner that does not otherwise conflict with a provision of this **Section V**; and
 - e. may not use a University facility, uniform, registered trademark, copyright-protected product, or official logo, mark, or other indicia in connection with a contract for the use of the student-athlete's name, image, or likeness unless the student-athlete obtains the University's express permission.
4. The student-athlete or the student-athlete's representative is responsible for resolving the conflict described in **Subsection V.a.4** above not later than the 10th day after the date of the disclosure.
 5. Compensation (either in-kind or monetarily) for a student-athlete's name, image, and/or likeness must be at a rate commensurate for work actually performed and at a rate based on Fair Market Value. All financial ramifications and tax implications related to student-athlete compensation for use of her or his name, image, and/or likeness are the responsibility of the student-athlete, including all tax, withholding, reporting, licenses, permissions, permits, expenses, fees and any other obligations, liabilities, or costs associated with NIL activity.
 6. Student-athletes will not be allowed to utilize University facilities for which they will be receive compensation for use of their name, image, and/or likeness unless the student-athlete obtains the University's express permission.
 7. Failure to comply with this OP may result in penalties from the University and/or the NCAA, which could impact eligibility.
 8. Student-athletes should be aware that receiving compensation for NIL activities could have an impact on their financial aid, especially for those receiving need-based aid. Student-athletes are encouraged to consult with the University's Office of Financial Assistance to fully understand these potential impacts.
 9. International student-athletes should discuss how receiving compensation may impact their VISA status with the University's International Office prior to engaging in NIL activities.

C. Additional Limitations

1. Nothing in **Section V** of this OP may be construed as permitting an athlete agent to take any action prohibited under Section 2051.351, *Texas Occupations Code*.
2. In accordance with Subsection 51.9246 (c-1), *Texas Education Code*, an athletic association, an athletic conference, or any other group or organization with authority over an intercollegiate athletic program at the University may not enforce a contract term, a rule, a regulation, a standard, or any other requirement that prohibits the University from participating in intercollegiate athletics or otherwise penalizes the University or the University's intercollegiate athletic program for performing, participating in, or allowing an activity required or authorized by Section 51.9246.
3. In accordance with *Texas Education Code* § 51.9246 (c-2), this subsection applies only to the extent of a conflict between *Texas Education Code* § 51.9246 and a contract term, a rule, a regulation, a standard, or any other requirement of or court order applicable to a group or organization with authority over an intercollegiate athletic program at MSU, including an athletic association or an athletic conference. Subject to *Texas Education Code* § 51.9246 Subsections (c-3) and (k-1), MSU, a prospective student-athlete, a student-athlete participating in an intercollegiate athletic program at MSU, or any other individual or entity may perform, allow the performance of, or participate in an action authorized or required by:
 - a. a group or organization with authority over an intercollegiate program at MSU, including an athletic association or an athletic conference; or
 - b. a final court order applicable to a group or organization described by subdivision (a).
4. In accordance with *Texas Education Code* § 51.9246 (c-3), MSU's, an individual's, or entity's performance or allowance of performance of or participation in an action authorized by *Texas Education Code* § 51.9246 (c-2) subjects MSU, that individual, or entity to any applicable rule, including an enforcement provision, adopted by the group or organization with authority over an intercollegiate athletic program at MSU, including an athletic association or an athletic conference.

D. Reserved Rights

1. MSU Athletics reserves the right to use a student-athlete's name, image, and likeness to the extent and in the form determined in the University's sole discretion, at any time for its advertising and marketing related to MSU's athletic, academic, promotional and historical interests. Any contractual provision in a contract between a student-athlete and a third-party sponsor or athlete agent in conflict with this provision is null and void.
2. The University reserves the right to adjust this OP 20.04 at any time based on institutional or NCAA policy changes or changes in applicable laws, rules or regulations.

E. Disclaimer

1. The application of this OP 20.04 in no way creates an employment relationship between the University and any student-athlete.
2. The University is not responsible for any tax liabilities or other costs student-athletes incur as a result of their choice to engage in NIL activities.
3. An activity of a third-party entity that compensates a student-athlete for the use of the student-athlete's name, image, or likeness may not be construed as an act on behalf of MSU to which Texas Education Code § 51.9246 applies, provided that:
 - a. the entity is a separate legal entity from the University; and
 - b. the University does not own or control the entity.
4. This OP may not be construed as creating a cause of action against the TTU System or MSU or their officers or employees relating to a student-athlete's name, image, or likeness.

F. Confidentiality

In accordance with Section 51.9246 (c-1), *Texas Education Code*, information written, produced, collected, assembled, or maintained by the University which Section 51.9246 applies that includes or reveals any term of a contract or proposed contract for the use of the student-athlete's name, image, or likeness is confidential and excepted from required public disclosure in accordance with Chapter 552, *Government Code*. MSU may withhold information described by this subsection without requesting a decision from the attorney general under Subchapter G, Chapter 552, *Government Code*.

VI. **Related Statutes, Rules, Policies, Forms, and Websites**

Related Statutes/Rules:

- *Texas Education Code*, Chapter 51 (Provisions Generally Applicable to Higher Education), Subchapter Z, Sec. 51.9246 (Compensation and Professional Representation of Student-Athletes Participating in Intercollegiate Athletic Programs).
 - SB 1385 (2021) (Texas Legislature, 87th Regular Session)
 - HB 2804 (2023) (Texas Legislature, 88th Regular Session)
 - HB 126 (2025) (Texas Legislature, 89th Regular Session)
- Texas Athlete Agents Act: *Texas Occupations Code*, Chapter 2051 (Athlete Agents)(last amended in 2011)

Related Regulations/Policies:

TTU System *Regents' Rules*:

[Chapter 11 – Athletics at TTU, ASU, and MSU](#)

MSU Operating Policies and Procedures:

[OP 20.03: Athlete Agents](#) (enacted to comply with the Texas Athlete Agents Act contained in *Texas Occupations Code*, Chapter 2051).

National Collegiate Athletic Association (NCAA):

NCAA Interim Name, Image and Likeness (NIL) Policy Resources:

[NIL Update Memo - June 27, 2023](#)

[NIL Interim Policy](#)

[NIL Interim Policy Q&A](#)

[NCAA Division II July 2022 NIL Guidance](#)

[NCAA Division I and II Third Party Involvement Policy Q&A](#)

[Quick Guide to New Interim NCAA Policy](#)

[New Interim Policy Key Takeaways](#)

[Cycle of Individual Engaged in NIL Activities](#)

[Considerations for Financial Aid Office](#)

[NIL Reporting Form](#)

Supporting Resources

[Opendorse](#)

VII. Responsible Office(s)

Athletic Director

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VIII. History

— 2025: Adopted and approved by MSU President Stacia Haynie as Operating Policy/Procedure (“OP”) 20.04: Name, Image and Likeness (“NIL”) Compliance.

Texas Education Code

Sec. 51.9246. COMPENSATION AND PROFESSIONAL REPRESENTATION OF STUDENT ATHLETES PARTICIPATING IN INTERCOLLEGIATE ATHLETIC PROGRAMS. [As amended and effective June 5, 2025.]

Name, Image and Likeness (“NIL”) Compliance

(a) In this section:

(1) "Athlete agent" has the meaning assigned by Section [2051.001](#), Occupations Code.

(2) "General academic teaching institution" and "private or independent institution of higher education" have the meanings assigned by Section [61.003](#).

(3) "Honor code" means a set of rules or principles governing an academic community to which a student agrees to abide when attending an institution to which this section applies.

(4) "Institutional contract" means a contract between an institution to which this section applies or its designated representative and an external party that includes a sponsorship agreement governing the use of the institution's trademarks in connection with athletics.

(5) "Team contract" means a contract between a student athlete and an institution to which this section applies and includes any rules or expectations of the institution's athletic department or 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.

(a-1) For purposes of this section, official team activities of an intercollegiate athletic program at an institution to which this section applies include any activity the institution designates as an official team activity.

(b) This section applies only to:

(1) a general academic teaching institution; or
(2) a private or independent institution of higher education.

(c) An institution to which this section applies may not adopt or enforce a policy, requirement, standard, or limitation that prohibits or otherwise prevents a student athlete participating in an intercollegiate athletic program at the institution from:

(1) earning compensation for the use of the student athlete's name, image, or likeness when the student athlete is not engaged in official team activities, as that term is defined by the institution; or

(2) obtaining professional representation, including representation by an attorney licensed to practice law in this state, for contracts or other legal matters relating to the use of the student athlete's name, image, or likeness.

(c-1) An athletic association, an athletic conference, or any other group or organization with authority over an intercollegiate athletic program at an institution to which this section applies may not enforce a contract term, a rule, a regulation, a standard, or any other requirement that prohibits the institution from participating in intercollegiate athletics or otherwise penalizes the institution or the institution's intercollegiate athletic program for performing, participating in, or allowing an activity required or authorized by this section.

(c-2) This subsection applies only to the extent of a conflict between this section and a contract term, a rule, a regulation, a standard, or any other requirement of or court order applicable to a group or organization with authority over an intercollegiate athletic program at an institution to which this section applies, including an athletic association or an athletic conference. Subject to Subsections (c-3) and (k-1), an institution to which this section applies, a prospective student athlete, a student athlete participating in an intercollegiate athletic program at an institution to which this section applies, or any other individual or entity may perform, allow the performance of, or participate in an action authorized or required by:

(1) a group or organization with authority over an intercollegiate athletic program at an institution to which this section applies, including an athletic association or an athletic conference; or

(2) a final court order applicable to a group or organization described by Subdivision (1).

(c-3) An institution's, individual's, or entity's performance or allowance of performance of or participation in an action authorized by Subsection (c-2) subjects that institution, individual, or entity to any applicable rule, including an enforcement provision, adopted by the group or organization with authority over an intercollegiate athletic program at an institution to which this section applies, including an athletic association or an athletic conference.

(d) A scholarship, grant, or similar financial assistance awarded to a student athlete by an institution to which this section applies that covers the student athlete's cost of attendance at the institution is not compensation for purposes of this section.

(e) A student athlete participating in an intercollegiate athletic program at an institution to which this section applies may not be disqualified from eligibility for a scholarship, grant, or similar financial assistance awarded by the institution because the student athlete:

(1) earns compensation from the use of the student athlete's name, image, or likeness when the student athlete is not engaged in official team activities; or

(2) obtains professional representation, including representation by an attorney licensed to practice law in this state, for contracts or other legal matters relating to use of the student athlete's name, image, or likeness.

(f) An institution to which this section applies may not prescribe a team contract for an intercollegiate athletic program that prohibits or otherwise prevents a student athlete from using the student athlete's name, image, or likeness for a commercial purpose when the student athlete is not engaged in official team activities.

(g) A student athlete participating in an intercollegiate athletic program at an institution to which this section applies:

(1) shall, before entering into the contract, disclose to the institution, in the manner prescribed by the

institution, any proposed contract the student athlete may sign for use of the student athlete's name, image, or likeness;

(2) may not enter into a contract for the use of the student athlete's name, image, or likeness if:

(A) any provision of the contract conflicts with a provision of the student athlete's team contract, a provision of an institutional contract of the institution, a policy of the athletic department of the institution, or a provision of the honor code of the institution;

(B) the compensation for the use of the student athlete's name, image, or likeness is provided:

(i) in exchange for athletic performance;
or

(ii) in exchange for an endorsement of alcohol, tobacco products, e-cigarettes or any other type of nicotine delivery device, anabolic steroids, sports betting, casino gambling, a firearm the student athlete cannot legally purchase, or a sexually oriented business as defined in Section [243.002](#), Local Government Code; or

(C) the duration of the contract extends beyond the student athlete's participation in the intercollegiate athletic program;

(3) is not considered an employee of the institution based on the student athlete's participation in the intercollegiate athletic program;

(4) may earn compensation from selling the student athlete's autograph in a manner that does not otherwise conflict with a provision of this section; and

(5) may not use an institution's facility, uniform, registered trademark, copyright-protected product, or official logo, mark, or other indicia in connection with a contract for the use of the student athlete's name, image, or likeness unless the student athlete obtains the institution's express permission.

(g-1) Repealed by Acts 2025, 89th Leg., R.S., Ch. 332 (H.B. [126](#)), Sec. 2, eff. June 5, 2025.

(g-2) An institution may not authorize a use described by Subsection (g) (5) unless the institution requires that:

(1) the student athlete and the person contracting for the use of the student athlete's name, image, or likeness comply with any requirements the institution establishes, including requirements related to licensing; and

(2) the institution is compensated for the use in an amount consistent with market rates.

(h) An institution to which this section applies that identifies a provision in a contract disclosed to the institution by a student athlete under Subsection (g)(1) that conflicts with a provision in the student athlete's team contract, a provision of an institutional contract of the institution, a policy of the athletic department of the institution, or a provision of the honor code of the institution shall promptly disclose the conflict to the student athlete or the student athlete's 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.

(i) An institution to which this section applies shall require a student athlete participating in an intercollegiate athletic program at the institution to attend a financial literacy and life skills course during the student's first academic year at the institution. The course must be at least five hours in duration and include information on financial aid, debt management, time management, budgeting, and academic resources available to the student athlete. The institution may not during the course allow any provider of financial products or services to:

(1) market, advertise, or refer the provider's services to a student athlete; or

(2) solicit a student athlete to use the provider's services.

(j) Repealed by Acts 2025, 89th Leg., R.S., Ch. 332 (H.B. 126), Sec. 2, eff. June 5, 2025.

(k) Nothing in this section may be construed as permitting an athlete agent to take any action prohibited under Section [2051.351](#), Occupations Code.

(k-1) Unless a prospective student athlete younger than 17 years of age is enrolled at an institution of higher education, an individual, corporate entity, or other organization, including an institution to which this section applies, may not enter into an arrangement relating to the athlete's name, image, or likeness with the athlete or with an individual related to the athlete by consanguinity or affinity.

(l) Information written, produced, collected, assembled, or maintained by an institution to which this section applies that includes or reveals any term of a contract or proposed contract for the use of the student athlete's name, image, or likeness is confidential and excepted from required public disclosure in accordance with Chapter [552](#), Government Code. An institution to which this section applies may withhold information described by this subsection without requesting a decision from the attorney general under Subchapter [G](#), Chapter [552](#), Government Code.

(m) An institution to which this section applies or third-party entity acting on the institution's behalf, or employee of the institution or third-party entity:

(1) may identify, create, facilitate, or otherwise assist with opportunities for a currently enrolled student athlete to earn compensation from a third party for the use of the student athlete's name, image, or likeness; and

(2) may not, in assisting a student athlete as described by Subdivision (1):

(A) act as an athlete agent for the student athlete;

(B) be compensated by the student athlete or third party for providing the assistance;

(C) attempt to influence the student athlete's choice of professional representation in connection with an opportunity; or

(D) attempt to diminish the student athlete's opportunities from competing third parties.

(n) A charitable organization exempt from taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c)(3) of that code, may compensate a student athlete for the use of the student athlete's name, image, or likeness.

(o) An activity of a third-party entity that compensates a student athlete for the use of the student athlete's name, image, or likeness may not be construed as an act on behalf of an institution to which this section applies, provided that:

(1) the entity is a separate legal entity from the institution; and

(2) the institution does not own or control the entity.

(p) This section may not be construed as creating a cause of action against an institution or an institution's officers or employees relating to a student athlete's name, image, or likeness.

Added by Acts 2021, 87th Leg., R.S., Ch. 613 (S.B. [1385](#)), Sec. 2, eff. July 1, 2021.

Amended by:

Acts 2023, 88th Leg., R.S., Ch. 512 (H.B. [2804](#)), Sec. 1, eff. July 1, 2023.

Acts 2025, 89th Leg., R.S., Ch. 332 (H.B. [126](#)), Sec. 1, eff. June 5, 2025.

Acts 2025, 89th Leg., R.S., Ch. 332 (H.B. [126](#)), Sec. 2, eff. June 5, 2025.