

**Administrative Council
Midwestern State University
Approval via Electronic Vote**

April 10, 2026

Meeting No. 26-05

The Administrative Council approved the policy listed below via email during the voting period April 3, 2026 – April 10, 2026. Accompanying the request for review and approval was a document titled “2025 NIL FAQs”, which is attached below with the policy.

MSU OP 52.63: Name, Image and Likeness (“NIL”) Compliance

Approvals were received from the following members: Dr. Marcy Brown Marsden, Mr. Paul Chappell, Ms. Dawn Fisher, Dr. Kristen Garrison, Ms. Julie Gaynor, Ms. Ashley Hurst, Dr. Keith Lamb, Dr. Michael Mills, Mr. Kyle Owen, Mr. Matthew Park, Ms. Megan Riedel, Dr. Dawn Slavens, Mr. Vincent Peter, and Mr. Kyle Williams.


Stacia Haynie, Chair


Betsy Tucker, Secretary



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 (“NIL”) 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 NIL at the University. 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 NIL 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 NIL, including obtaining professional representation relating to the use of the Student-Athlete’s NIL; 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 MSU, as well as Student-Athlete Agents and representatives.

IV. Definitions

For purposes of this OP, terms not otherwise defined in this section shall follow the definitions established by Section 51.9246 of the *Texas Education Code*:

- A. ***Athlete Agent*** – An individual as defined in Section 51.9246 of the *Texas Education Code*.
- B. ***Institutional Contract*** – Has the meaning set forth in Section 51.9246 of the *Texas Education Code*.
- C. ***Name, Image and Likeness (“NIL”)*** – Name, nickname(s), picture, portrait, likeness, signature, voice, caricature, identifying biographical information, or other identifiable features.
- D. ***Official Team Activities*** – Any activity MSU 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 conducted by MSU, 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).
- E. ***Student-Athlete*** – An individual defined as an “Athlete” in Section 2051.001(2) of the *Texas Occupations Code*. For purposes of NCAA compliance, this also refers to an individual as defined in Section 13.02.7 of the NCAA Division II Manual. 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 and NCAA rules and regulations to participate in NIL activities.
- F. ***Team Contract*** – A contract as defined in Section 51.9246(a)(5) of the *Texas Education Code*.

V. Procedures and Responsibilities

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

A. MSU 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 MSU from:
 - i. earning compensation for the use of the Student-Athlete’s NIL when the Student-Athlete is not engaged in Official Team Activities; or
 - ii. 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 NIL.

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 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 NIL 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 NIL.
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 NIL for a commercial purpose when the Student-Athlete is not engaged in Official Team Activities.
5. MSU shall require a Student-Athlete participating in an MSU athletic program to attend a financial literacy and life skills course during the beginning of the Student-Athlete's first academic year at MSU in accordance with *Texas Education Code*, Section 51.9246(i).
6. MSU may not authorize use of MSU intellectual property described by Subsection V.B.3.e of this OP unless MSU requires that:
 - a. the Student-Athlete and the person contracting for the use of the Student-Athlete's NIL comply with any requirements MSU establishes, including requirements related to licensing; and
 - b. MSU is compensated for the use in an amount consistent with market rates.
7. MSU, a third-party entity acting on MSU's behalf, or an employee of MSU 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 NIL.
8. MSU, a third-party entity acting on MSU's behalf, or an employee of MSU may not, in assisting a Student-Athlete as described in Subsection V.A.7:
 - 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.

MSU and its staff shall not provide legal advice to Student-Athletes with respect to their NIL activities.

9. NIL Education, Support, and Disclosure Tools

In accordance with Subsection V.A.7., above, MSU, a third-party entity acting on MSU's behalf, or an employee of MSU may provide resources to assist with opportunities for currently enrolled Student-Athletes with NIL activities.

B. Student-Athlete NIL Opportunities and Responsibilities

1. Student-Athlete NIL activities must comply with applicable federal, state, and local law(s), as well as TTU System and MSU policies applicable to all students.
2. NIL activity of prospective Student-Athletes younger than 17 years of age is governed by Section 51.9246(k-1), *Texas Education Code*.
3. A Student-Athlete participating in an intercollegiate athletic program at MSU:
 - a. shall, before entering into an NIL contract, disclose to MSU, through MSU's approved platform unless otherwise directed by the MSU Athletics Compliance Office, any proposed contract the Student-Athlete may sign for use of the Student-Athlete's NIL;
 - b. may not enter into a contract for the use of the Student-Athlete's NIL 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 MSU Athletic Department, or a provision of the MSU Code of Student Conduct;
 - (a) If MSU identifies a conflicting provision in an NIL contract disclosed, MSU shall promptly notify 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.
 - (2) the compensation for the use of the Student-Athlete's NIL 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, a sexually oriented business as defined in Section 243.002, *Texas Local Government Code* or any other prohibited category under Section 51.9246(g), *Texas*

Education Code; or

- (3) the duration of the contract extends beyond the Student-Athlete's participation in MSU's intercollegiate athletic program;
 - c. is not considered an employee of the MSU based on the Student-Athlete's participation in MSU's 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 Section V; and
 - e. may not use MSU intellectual property (e.g., 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 NIL unless the Student-Athlete obtains MSU's express permission.
4. Compensation (either in-kind or monetarily) for a Student-Athlete's NIL must be at rates and terms commensurate with compensation paid to similarly situated individuals with comparable NIL value who are not current or prospective Student-Athletes at MSU. All financial ramifications and tax implications related to Student-Athlete compensation for use of her or his NIL 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.
 5. 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.
 6. 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 MSU's Office of Financial Assistance.
 7. International Student-Athletes should discuss how receiving compensation may impact their visa status with his or her immigration attorney prior to engaging in NIL activities. International Student Athletes are solely responsible for complying with all United States immigration and visa requirements, including securing and maintaining any visa required for the Student Athlete's performance under any NIL agreement. MSU makes no representations or warranties regarding compliance with the terms and conditions of Student Athlete's visa.

C. Additional Limitations

1. In the event 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 (e.g., an athletic conference), *Texas Education Code* § 51.9246(c-2) shall apply. However, action(s) taken under

this subsection of the *Texas Education Code* may be subject to the limitations explained in *Texas Education Code* § 51.9246(c-3).

D. Reserved Rights

1. As set forth in the Team Contract for every Student-Athlete, MSU Athletics reserves the right to use a Student-Athlete's NIL to the extent and in the form determined in MSU'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. MSU reserves the right to adjust this OP 20.04 at any time based on institutional, conference, 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 MSU and any Student-Athlete.
2. MSU is not responsible for any tax liabilities or other cost(s) a Student-Athlete(s) may incur as a result of engagement in NIL activities.
3. 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 NIL.

F. Confidentiality

In accordance with Section 51.9246(1) of the *Texas Education Code*, information written, produced, collected, assembled, or maintained by MSU to which Section 51.9246 of the *Texas Education Code* applies that includes or reveals any term of a contract or proposed contract for the use of the Student-Athlete's NIL is confidential and excepted from required public disclosure in accordance with Chapter 552, *Texas Government Code*. MSU may withhold such information without requesting a decision from the attorney general.

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).
- 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 (this list of resources is subject to change):

NCAA Division II 2025-26 Manual

NIL Update Memo - June 27, 2023

NIL Interim Policy Q&A

NCAA Division II July 2022 NIL Guidance

NCAA Division I and II Third Party Involvement Policy Q&A

NIL Reporting Form

Supporting Resources

NIL FAQs

MSU Athletics Compliance Officer: Amanda Snodgrass

Phone: (940) 397-4793

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VII. Responsible Office(s)

Athletic Director

Phone: (940) 397-4730

E-mail: kyle.williams@msutexas.edu

VIII. History

17 April 2026: Adopted and approved by MSU President Stacia Haynie as Operating Policy/Procedure (“OP”) 20.04: Name, Image and Likeness (“NIL”) Compliance.



Stacia Haynie, President
Midwestern State University

Date Signed: 4.17.26

NAME, IMAGE, AND LIKENESS (“NIL”) AT MIDWESTERN STATE UNIVERSITY (“MSU”)

NIL Activity at MSU is governed by MSU Operating Policy 20.04: *Name, Image and Likeness (“NIL”) Compliance*, together with applicable federal and Texas state law(s), National Collegiate Athletic Association (“NCAA”) rules and regulations, and Lone Star Conference rules and regulations. In the event of conflict between this Q&A document and the authorities listed above, the applicable policy, law, or governing rule shall control. This Q&A document is provided for informational purposes only and should not be relied upon as a substitute for applicable policy, governing law(s), or governing rule(s).

FAQs / NIL & MSU

What is NIL?

Name, Image, and Likeness – NIL - is defined as an individual’s name, nickname(s), picture, portrait, likeness, signature, voice, caricature, identifying biographical information, or other identifiable features. NIL activity generally refers to an individual's ability to receive compensation for the authorized commercial use of their NIL, subject to applicable law(s), NCAA rules, and other governing policies.

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

How is MSU Athletics setting up Student-Athletes for success?

MSU has chosen to partner with [Opendorse](#) on their **Ready** and **Social** platforms.

What is Opendorse Ready? Opendorse Ready™ is the industry-leading NIL readiness program that provides every Student-Athlete the opportunity to understand their NIL value and receive hands-on assistance from experts to maximize their value while on campus. While the rules governing NIL monetization for Student-Athletes are still being refined, it is important that all Student-Athletes are provided the opportunity to better understand their ability to build their personal brand to be in the best position to succeed.

Although permissible NIL activities expand well beyond social media, a Student-Athlete's digital presence may be a leading factor in determining their NIL value and the source for a large amount of their opportunities to generate NIL related income. Thus, Opendorse Ready™ is focused on ensuring Student-Athletes build a presentable social media presence and a valuable personal brand.

The program features three distinct pillars: Education, Assessment, and Performance.

What is Opendorse Social? Opendorse Social™ maximizes content by helping Student-Athletes build their brands with drag-and-drop media libraries, one-tap publishing technology, and real-time analytics in one powerful platform.

What laws have the State of Texas passed concerning NIL?

The Texas Legislature has passed the following laws regarding NIL activities of Student-Athletes at institutions of higher education in Texas:

- [Texas Education Code, Section 51.9246](#) (Compensation and Professional Representation of Student Athletes Participating in Intercollegiate Athletic Programs).
- [Texas Occupations Code, Chapter 2051](#) (Athlete Agents).

How does Texas state law apply to Student-Athlete NIL deals?

Student-Athletes must disclose any proposed contract the Student-Athlete may sign for use of their NIL to MSU prior to execution. MSU must promptly disclose any conflict(s) in the proposed NIL contract to the Student-Athlete. Student-Athletes should contact [Opendorse](#) if you have questions regarding disclosures.

Term: Per Texas law, the duration of an NIL contract may not extend beyond the Student-Athlete's participation in MSU's intercollegiate athletics program.

A Student-Athlete may not enter into a contract that:

- Conflicts with any contract between MSU and a Student-Athlete (e.g., Student Code of Conduct & Student Athlete Expectations).
- Conflicts with MSU institutional contracts as identified by MSU and in MSU's discretion (e.g., Pepsi, exclusive contracts with the MSU Bookstore, etc.).
- Conflicts with Official Team Activities as defined by MSU; these may include but are not limited to countable athletics related activities ("CARA"), required athletic related activities ("RARA"), MSU classes, required MSU events, academic and tutorial sessions, along with medical or training sessions.
- Utilizes the marks, logos, or other intellectual property of MSU, unless express permission has been given by MSU.
- Is provided in exchange for athletic performance.

- Is provided 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, a sexually oriented business, or any other prohibited category as described under applicable state law.

Under 17. 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, may not enter into an arrangement relating to the athlete's NIL with the athlete or an individual related to the athlete by blood or marriage.

How is MSU working with Student-Athletes to disclose information?

MSU has partnered with [Opendorse](#), and Student-Athletes should disclose their NIL activities through both Opendorse and the official MSU disclosure form.

What is needed to complete the NIL Disclosure Form?

WHO is involved:

- Student-Athlete Contact Information
- Outside Party Contact Information (Entity entering into an agreement with Student-Athlete)
- If applicable: Student-Athlete Representative Contact Information

WHAT deal is proposed:

- Deal Information & Overview (deal category, activity date, compensation, frequency)

Can Student-Athletes obtain professional representation?

Yes. Professional representation must be limited to marketing Student-Athletes' NIL and may NOT include marketing a Student-Athlete's athletic ability for "pay-for-play" arrangements or to seek employment with a professional sports team.

- Institutions may not prohibit Student-Athletes from 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 NIL.
- An Athlete Agent is defined in the OP and applicable state law. All prohibited actions by an Athlete Agent under state law remain prohibited.

Who will benefit from Texas NIL legislation?

Subject to individual circumstances and for reasons described below, Student-Athletes in all sports will have the opportunity to pursue NIL activities. NIL activities and opportunities may vary for each Student-Athlete.

Some NIL activities may NOT be permitted by amateur athletes through sports specific governing body/bodies (e.g., USGA, USTA, USTFA, etc.). Additionally, some NIL activities may NOT be permitted for Student-Athletes that are not US citizens.

Students are encouraged to confer with sports specific governing bodies and their respective immigration attorney(s) accordingly, prior to engaging in any NIL activities.

What is MSU doing to assist in the Student-Athletes' NIL education?

In addition to our dedicated MSU athletics staff, MSU has partnered with [Opendorse](#) to assist our Student-Athletes with the NIL landscape. Opendorse will provide industry leading tools for Student-Athletes to build and grow the reach of their NIL while learning to protect their personal business assets. Opendorse Ready, a new NIL-specific component that will expand MSU's relationship with the company, provides Student-Athletes education around personal branding, personal-branding assessment, and social media analytics, all while allowing the MSU Athletics Department to more easily manage NIL compliance through technology.

How involved can MSU Athletics be in NIL transactions?

Per Texas state law, MSU Athletics will be able to assist in identifying, creating, and facilitating third party NIL opportunities alongside their Student-Athletes. [Opendorse](#) will provide Student-Athletes the necessary education, tools, and resources on NIL to help prepare for the maximization of their respective NIL opportunities and to build and safeguard their personal brand.

MSU coaches and staff can identify or otherwise assist with opportunities for a student-athlete to earn compensation from a third party for the use of the Student-Athlete's NIL.

MSU coaches and staff cannot: (1) act as an 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 NIL opportunity; or (4) attempt to diminish the Student-Athlete's opportunities from competing third parties.

NIL legislation does not allow for any compensation in exchange for athletic performance at MSU ("pay-for-play"), including compensation from boosters.

May MSU's official marks, logos, or institutional property be used in a NIL agreement?

Yes, but only if express permission is received from MSU itself and there are no conflicts associated with the agreement, as determined by MSU in its discretion.

Are there certain industries, products, or instances that Student-Athletes may NOT endorse through NIL?

Yes. Texas law prohibits a Student-Athlete from entering into a contract for the use of the Student-Athlete's NIL 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

May an MSU Student-Athlete receive NIL compensation based on athletic performance?

No, per Texas state law and NCAA rules.

Under Texas law, may NIL activities be offered to prospective Student-Athletes?

In 2025, the Texas Legislature passed a law that deleted the statutory language prohibiting NIL compensation in exchange for accepting an offer of admission to attend the institution. However, the NCAA Division II Manual states that NIL compensation must not be contingent upon initial or continued enrollment at a particular institution, and that NIL agreements and/or payments associated with an agreement may not be guaranteed or promised contingent on initial or continuing enrollment at a particular institution. (See the 2025-26 NCAA Division II Manual's Rules 14.02.13(b) and 14.1.5.2.)

Can an international Student-Athlete (non-United States resident) earn compensation through an NIL agreement or deal?

It is our understanding that federal law does not currently permit international Student-Athletes on F-1 and M-1 visas to work while physically present in the United States due to work authorization limitations in their visa. Accordingly, an international Student-Athletes who engage in NIL activity or receive compensation from foreign or domestic entities while physically present in the United States may risk their visa status and their ability to lawfully remain in the United States.

Abiding by visa guidelines is paramount for international Student-Athletes. Provided that engaging in NIL activity may pose serious risks to a Student-Athlete's visa status, International Student-Athletes are strongly encouraged to consult with their respective immigration attorney prior to engaging in NIL activities and to work with the MSU International Office through their assigned immigration counselor. All NIL activities must still be disclosed to MSU (<https://www.msutexas.com/disclosure>) prior to entering into a contract for the use of a Student-Athlete's NIL.

The Student and Exchange Visitor Program ("SEVP") is aware of and actively monitoring proposed federal and state legislation pertaining to the use of NIL for Student-Athletes, including F-1 and M-1 students. The program is working with its partners within the U.S. Department of Homeland Security to review how this legislation affects international Student-Athletes and will provide updated guidance via Broadcast Messages, Study in the States, social media, and SEVP field representatives.

FAQs / NIL & Boosters

Under Texas law, may a booster provide NIL compensation to a PROSPECTIVE MSU Student-Athlete?

Yes, with restrictions. Per the revised Texas law, individuals, corporate entities, or other organizations are no longer expressly prohibited from entering an arrangement with a prospective Student-Athlete relating to the prospective Student-Athlete's NIL prior to their enrollment in an institution of higher education. Further, the revised Texas law no longer expressly prohibits Student-Athletes from entering into a contract for the use of their NIL where compensation is provided in exchange for acceptance of an offer of admission to attend the institution.

However, unless a prospective Student-Athlete younger than 17 is enrolled at an institution of higher education, an individual, corporate entity, or other organization may NOT enter into an arrangement relating to the athlete's NIL with the athlete or an individual related to the athlete by consanguinity or affinity.

Are there any restrictions pertaining to Boosters regarding NIL compensation to Student-Athletes under Texas law?

Please note that an MSU Student-Athlete must disclose to MSU any proposed contract regarding the use of NIL prior to execution.

Additionally, there are several conflicts identified by Texas state law that Student-Athletes will need to adhere to.

A Student-Athlete may not enter into a contract that:

- Conflicts with any contract between MSU and a Student-Athlete (e.g., Student Code of Conduct & Student Athlete Expectations)

- Conflicts with MSU institutional contracts as identified by MSU and in MSU's discretion (e.g., pouring rights and other exclusive MSU contracts, etc.).
- Conflicts with Official Team Activities as defined by MSU; these may include but are not limited to countable athletics related activities ("CARA"), required athletic related activities ("RARA"), MSU classes, required MSU events, academic and tutorial sessions, along with medical or training sessions.
- Utilizes the marks, logos, or other intellectual property of MSU unless express permission has been given by MSU.
- Is provided in exchange for athletic performance.
- Is provided 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, a sexually oriented business, or any other category prohibited by Texas law.

Are there any limits on NIL compensation under Texas law?

No. However, NCAA rules and legislation may still apply.

Student-Athletes shall refrain from accepting:

- Compensation in exchange for work NOT performed;
- Compensation contingent on specific athletic performance or achievement (e.g., incentives based on points scored) or other "pay-for-play" engagements.

May a booster compensate a Student-Athlete NIL when the Student-Athlete is engaged in official team activities?

No. If a Student-Athlete is participating in an activity defined by MSU as Official Team Activities, the Student-Athlete may not engage in NIL activities during such time. Per Student-Athletes are prohibited from engaging in NIL activity during Official Team Activities, which may include but are not limited to countable athletics related activities ("CARA"), required athletic related activities ("RARA"), MSU classes, required MSU events, academic and tutorial sessions, along with medical or training sessions.