

1 AN ACT concerning education.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 1. Short title. This Act may be cited as the
5 Student-Athlete Endorsement Rights Act.

6 Section 5. Definitions. In this Act:

7 "Compensation" means anything of value, monetary or
8 otherwise, including, but not limited to, cash, gifts, in-kind
9 items of value, social media compensation, payments for
10 licensing or use of publicity rights, payments for other
11 intellectual or intangible property rights under federal or
12 State law, and any other form of payment or remuneration,
13 except as excluded under this Act. "Compensation" shall not
14 include:

15 (1) tuition, room, board, books, fees, and personal
16 expenses that a postsecondary educational institution
17 provides to a student-athlete in accordance with the rules
18 of the athletic association or conference of which the
19 postsecondary educational institution is a member;

20 (2) Federal Pell Grants and other State and federal
21 grants or scholarships unrelated to, and not awarded
22 because of a student-athlete's participation in
23 intercollegiate athletics or sports competition;

1 (3) any other financial aid, benefits, or awards that
2 a postsecondary educational institution provides to a
3 student-athlete in accordance with the rules of the
4 athletic association or conference of which the
5 postsecondary educational institution is a member; or

6 (4) the payment of wages and benefits to a
7 student-athlete for work actually performed (but not for
8 athletic ability or participation in intercollegiate
9 athletics) at a rate commensurate with the prevailing rate
10 for similar work in the locality of the student-athlete's
11 postsecondary educational institution.

12 "Image" means any visual depiction, including, but not
13 limited to, photograph, digital image, rendering, and video.

14 "Intercollegiate athletics program" means an
15 intercollegiate athletics program played at the collegiate
16 level for which eligibility requirements for participation by
17 a student-athlete are established by a national association
18 for the promotion or regulation of collegiate athletics.

19 "Likeness" means a physical, digital, rendering, or other
20 depiction or representation of a student-athlete, including a
21 student-athlete's uniform number or signature, that reasonably
22 identifies the student-athlete with particularity.

23 "Name" means the first or last name or the nickname of a
24 student-athlete when used in a context that reasonably
25 identifies the student-athlete with particularity.

26 "Name, image, and likeness agreement" or "publicity rights

1 agreement" means a contract or other written or oral
2 arrangement between a student-athlete and a third party
3 licensee regarding the use of the name, image, likeness, or
4 voice of the student-athlete.

5 "Publicity right" means any right that (i) is licensed
6 under a publicity rights agreement or (ii) is recognized under
7 a federal or State law that permits an individual to control
8 and benefit from the commercial use of the name, image,
9 likeness, or voice of the individual.

10 "Postsecondary educational institution" means a public
11 university or community college or private university or
12 college.

13 "Social media compensation" means all forms of payment for
14 engagement on social media received by a student-athlete as a
15 result of the use of that student-athlete's name, image,
16 likeness, or voice.

17 "Student-athlete" means a student currently enrolled at a
18 postsecondary educational institution who engages in, is
19 eligible to engage in, or may be eligible in the future to
20 engage in, an intercollegiate athletics program at a
21 postsecondary educational institution. If an individual is
22 permanently ineligible to participate in a particular
23 intercollegiate sport, the individual is not a student-athlete
24 for purposes of that sport.

25 "Third party licensee" means any individual or entity that
26 licenses publicity rights or the use of name, image, likeness,

1 or voice from any prospective or current student-athlete or
2 group of student-athletes. "Third party licensee" shall not
3 include any national association for the promotion or
4 regulation of collegiate athletics, athletics conference, or
5 postsecondary educational institution.

6 Section 10. Compensation. Except as provided in Section
7 15:

8 (1) A student-athlete may earn compensation,
9 commensurate with market value, for the use of the name,
10 image, likeness, or voice of the student-athlete while
11 enrolled at a postsecondary educational institution and
12 obtain and retain a certified agent for any matter or
13 activity relating to such compensation.

14 (2) A student-athlete may not earn compensation in
15 exchange for the student-athlete's athletic ability or
16 participation in intercollegiate athletics or sports
17 competition or agreement or willingness to attend a
18 postsecondary educational institution.

19 (3) Notwithstanding any other provision of law or
20 agreement to the contrary, a student-athlete shall not be
21 deemed an employee, agent, or independent contractor of an
22 association, a conference, or a postsecondary educational
23 institution based on the student-athlete's participation
24 in an intercollegiate athletics program.

1 Section 15. Postsecondary educational institutions;
2 limitations; prohibitions.

3 (a) Except as provided in this Act, a postsecondary
4 educational institution shall not uphold any contract, rule,
5 regulation, standard, or other requirement that prevents a
6 student-athlete of that institution from earning compensation
7 as a result of the use of the student-athlete's name, image,
8 likeness, or voice. Any such contract, rule, regulation,
9 standard, or other requirement shall be void and unenforceable
10 against the postsecondary educational institution or the
11 student-athlete. Compensation from the use of a
12 student-athlete's name, image, likeness, or voice may not
13 affect the student-athlete's scholarship eligibility,
14 grant-in-aid, or other financial aid, awards or benefits, or
15 the student-athlete's intercollegiate athletic eligibility.
16 Nothing in this Act is intended to alter any State or federal
17 laws, rules, or regulations regarding the award of financial
18 aid at postsecondary educational institutions.

19 (b) Except as provided in this Act, an athletic
20 association, conference, or other group or organization with
21 authority over intercollegiate athletic programs, including,
22 but not limited to, the National Collegiate Athletic
23 Association, the National Association of Intercollegiate
24 Athletics, and the National Junior College Athletic
25 Association, shall not prevent, or otherwise enforce a
26 contract, rule, regulation, standard, or other requirement

1 that prevents a student-athlete at a postsecondary educational
2 institution from earning compensation as a result of the use
3 of the student-athlete's name, image, likeness, or voice.

4 (c) To protect the integrity of its educational mission
5 and intercollegiate athletics program, a postsecondary
6 educational institution may impose reasonable limitations on
7 the dates and time that a student-athlete may participate in
8 endorsement, promotional, social media, or other activities
9 related to the license or use of the student-athlete's name,
10 image, likeness, or voice. Nothing in this Act shall restrict
11 a postsecondary educational institution from exercising its
12 sole discretion to control the authorized use of its marks or
13 logos or to determine a student-athlete's apparel, gear, or
14 other wearables during an intercollegiate athletics
15 competition or institution-sponsored event. A student-athlete
16 may not receive or enter into a contract for compensation for
17 the use of the student-athlete's name, image, likeness, or
18 voice in a way that also uses any registered or licensed marks,
19 logos, verbiage, name, or designs of a postsecondary
20 educational institution, unless the postsecondary educational
21 institution has provided the student-athlete with written
22 permission to do so prior to execution of the contract or
23 receipt of compensation. If permission is granted to the
24 student-athlete, the postsecondary educational institution, by
25 an agreement of all of the parties, may be compensated for the
26 use in a manner consistent with market rates. A postsecondary

1 educational institution may also prohibit a student-athlete
2 from wearing any item of clothing, shoes, or other gear or
3 wearables with the name, logo, or insignia of any entity
4 during an intercollegiate athletics competition or
5 institution-sponsored event.

6 (d) An athletic association, conference, or other group or
7 organization with authority over intercollegiate athletics
8 programs, including, but not limited to, the National
9 Collegiate Athletic Association, the National Association of
10 Intercollegiate Athletics, and the National Junior College
11 Athletic Association, shall not enforce a contract, rule,
12 regulation, standard, or other requirement that prevents a
13 postsecondary educational institution from participating in an
14 intercollegiate athletics program as a result of the
15 compensation of a student-athlete for the use of the
16 student-athlete's name, image, likeness, or voice.

17 (e) A postsecondary educational institution, athletic
18 association, conference, or other group or organization with
19 authority over intercollegiate athletics programs, including,
20 but not limited to, the National Collegiate Athletic
21 Association, the National Association of Intercollegiate
22 Athletics, and the National Junior College Athletic
23 Association, shall not directly or indirectly:

24 (1) enter into, or offer to enter into, a publicity
25 rights agreement with a prospective or current
26 student-athlete; or

1 (2) provide a prospective or current student-athlete
2 or the student-athlete's family compensation in relation
3 to the use of the student-athlete's name, image, likeness,
4 or voice.

5 (f) A postsecondary educational institution, athletic
6 association, conference, or other group or organization with
7 authority over intercollegiate athletics programs, including,
8 but not limited to, the National Collegiate Athletic
9 Association, the National Association of Intercollegiate
10 Athletics, and the National Junior College Athletic
11 Association, shall not prevent a student-athlete from
12 obtaining professional representation for purposes of this Act
13 in relation to name, image, likeness, or voice, or to secure a
14 publicity rights agreement, including, but not limited to,
15 representation provided by athlete agents or legal
16 representation provided by attorneys. A student-athlete shall
17 provide the postsecondary educational institution with written
18 notice and a copy of the agreement within 7 days of entering
19 into a representation agreement with any individual for the
20 purpose of exploring or securing compensation for use of the
21 student-athlete's name, image, likeness, or voice.

22 Section 20. Agents; publicity rights; third party
23 licensees.

24 (a) An agent, legal representative, or other professional
25 service provider offering services to a student-athlete shall,

1 to the extent required, comply with the federal Sports Agent
2 Responsibility and Trust Act and any other applicable laws,
3 rules, or regulations.

4 (b) A grant-in-aid, including cost of attendance, and
5 other permissible financial aid, awards, or benefits from the
6 postsecondary educational institution in which a
7 student-athlete is enrolled shall not be revoked, reduced, nor
8 the terms and conditions altered, as a result of a
9 student-athlete earning compensation or obtaining professional
10 or legal representation pursuant to this Act.

11 (c) A student-athlete shall disclose to the postsecondary
12 educational institution in which the student is enrolled, in a
13 manner and time prescribed by the institution, the existence
14 and substance of all publicity rights agreements. Publicity
15 rights agreements that contemplate cash or other compensation
16 to the student-athlete that is equal to or in excess of a value
17 of \$500 shall be formalized in a written contract, and the
18 contract shall be provided to the postsecondary educational
19 institution in which the student is enrolled prior to the
20 execution of the agreement and before any compensation is
21 provided to the student-athlete.

22 (d) A student-athlete may not enter into a publicity
23 rights agreement or otherwise receive compensation for that
24 student-athlete's name, image, likeness, or voice for services
25 rendered or performed while that student-athlete is
26 participating in activities sanctioned by that

1 student-athlete's postsecondary educational institution if
2 such services or performance by the student-athlete would
3 conflict with a provision in a contract, rule, regulation,
4 standard, or other requirement of the postsecondary
5 educational institution.

6 (e) No booster, third party licensee, or any other
7 individual or entity, shall provide or directly or indirectly
8 arrange for a third party to provide compensation to a
9 prospective or current student-athlete or enter into, or
10 directly or indirectly arrange for a third party to enter
11 into, a publicity rights agreement as an inducement for the
12 student-athlete to attend or enroll in a specific institution
13 or group of institutions. Compensation for a student-athlete's
14 name, image, likeness, or voice shall not be conditioned on
15 athletic performance or attendance at a particular
16 postsecondary educational institution.

17 (f) A postsecondary educational institution may fund an
18 independent, third-party administrator to support education,
19 monitoring, disclosures, and reporting concerning name, image,
20 likeness, or voice activities by student-athletes authorized
21 pursuant to this Act. A third-party administrator cannot be a
22 registered athlete agent.

23 (g) No postsecondary educational institution shall provide
24 or directly or indirectly arrange for a third-party to provide
25 compensation to a prospective or current student-athlete or
26 enter into, or directly or indirectly arrange for a third

1 party to enter into, a publicity rights agreement with a
2 prospective or current student-athlete.

3 (h) No student-athlete shall enter into a publicity rights
4 agreement or receive compensation from a third party licensee
5 relating to the name, image, likeness, or voice of the
6 student-athlete before the date on which the student-athlete
7 enrolls at a postsecondary educational institution.

8 (i) No student-athlete shall enter into a publicity rights
9 agreement or receive compensation from a third party licensee
10 for the endorsement or promotion of gambling, sports betting,
11 controlled substances, cannabis, a tobacco or alcohol company,
12 brand, or products, alternative or electronic nicotine product
13 or delivery system, performance-enhancing supplements, adult
14 entertainment, or any other product or service that is
15 reasonably considered to be inconsistent with the values or
16 mission of a postsecondary educational institution or that
17 negatively impacts or reflects adversely on a postsecondary
18 educational institution or its athletic programs, including,
19 but not limited to, bringing about public disrepute,
20 embarrassment, scandal, ridicule, or otherwise negatively
21 impacting the reputation or the moral or ethical standards of
22 the postsecondary educational institution.

23 Section 25. Term of student-athlete contract. A contract
24 for the use of the student-athlete's name, image, likeness, or
25 voice that is entered into while the student-athlete is

1 participating in an intercollegiate sport at a postsecondary
2 educational institution may not extend beyond the
3 student-athlete's participation in the sport at the
4 institution.

5 Section 30. Construction. Nothing in this Act shall be
6 construed to modify any requirements or obligations imposed
7 under Title IX of the Education Amendments of 1972.

8 Section 35. Liability. No postsecondary educational
9 institution shall be subject to a claim for damages of any kind
10 under this Act, including, but not limited to, a claim for
11 unfair trade or competition or tortious interference. No
12 postsecondary educational institution shall be subject to a
13 claim for damages related to its adoption, implementation, or
14 enforcement of any contract, rule, regulation, standard, or
15 other requirement in compliance with this Act. This Act is not
16 intended to and shall not waive or diminish any applicable
17 defenses and immunities, including, but not limited to,
18 sovereign immunity applicable to postsecondary educational
19 institutions.

20 Section 99. Effective date. This Act takes effect upon
21 becoming law or on July 1, 2021, whichever is later.