

[DISCUSSION DRAFT]

118<sup>TH</sup> CONGRESS  
2<sup>D</sup> 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.

1 *Be it enacted by the Senate and House of Representa-*  
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Fairness, Account-  
5 ability, and Integrity in Representation of College Sports  
6 Act” or the “FAIR College Sports Act”.

1 **SEC. 2. DEFINITIONS.**

2 In this Act:

3 (1) AGENCY ACTIVITY.—The term “agency ac-  
4 tivity” means the following:

5 (A) Direct or indirect recruitment or solici-  
6 tation of a student athlete with respect to entry  
7 into an agency contract.

8 (B) Representation of a student athlete  
9 under an agency contract.

10 (C) If for compensation or in anticipation  
11 of compensation related to the use of the NIL  
12 of a student athlete—

13 (i) serving the student athlete in an  
14 advisory capacity on a matter related to fi-  
15 nances, business pursuits, or career man-  
16 agement decisions; or

17 (ii) managing the business affairs of  
18 the student athlete by providing assistance  
19 with bills, payments, contracts, or taxes.

20 (D) If in anticipation of representing a  
21 student athlete with respect to the use of the  
22 NIL of the student athlete—

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

25 (ii) serving the student athlete in an  
26 advisory capacity on a matter related to fi-

1 nances, business pursuits, or career man-  
2 agement decisions; or

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

6 (2) AGENCY CONTRACT.—The term “agency  
7 contract” means an oral or written agreement under  
8 which a student athlete authorizes an individual or  
9 entity to negotiate or solicit on behalf of the student  
10 athlete an NIL agreement.

11 (3) ASSOCIATION.—The term “association”  
12 means an organization that—

13 (A) has multiple conferences and institu-  
14 tions as members;

15 (B) arranges championships for varsity  
16 intercollegiate athletics programs;

17 (C) sets rules for varsity intercollegiate  
18 athletics programs;

19 (D) sets rules for varsity intercollegiate  
20 athletics competitions; and

21 (E) is not a conference.

22 (4) BOOSTER.—The term “booster” means an  
23 individual or entity that, with respect to an institu-  
24 tion, directly or indirectly (including through the in-  
25 stitution, through another individual or entity, or by

1 any other means) is doing or has done 1 or more of  
2 the following activities:

3 (A) Providing, in order to obtain season  
4 tickets for a sport at the institution, a donation  
5 to the institution that exceeds the threshold  
6 amount to be determined under the rules of the  
7 USIAC.

8 (B) Participating in or being a member of  
9 an organization promoting 1 or more varsity  
10 intercollegiate athletics programs of the institu-  
11 tion.

12 (C) Providing a financial contribution to  
13 the athletic department, an athletic foundation,  
14 or a booster club of the institution in an  
15 amount that exceeds the threshold amount to  
16 be determined under the rules of the USIAC.

17 (D) Arranging for or providing employ-  
18 ment for a student athlete of the institution as  
19 a result of the status of the student as a stu-  
20 dent athlete.

21 (E) Assisting in the recruitment of pro-  
22 spective student athletes to the institution.

23 (F) Assisting in providing benefits to stu-  
24 dent athletes of the institution or the families  
25 of such student athletes.

1 (G) Otherwise promoting athletics at the  
2 institution.

3 (5) COLLECTIVE.—The term “collective” means  
4 a group that—

5 (A) includes 1 or more boosters; and

6 (B) in the most recent 12-month period,  
7 entered into a quantity of NIL agreements with  
8 student athletes that exceeds the threshold  
9 quantity to be determined under the rules of  
10 the USIAC.

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

13 (7) CONFERENCE.—The term “conference”  
14 means an organization that—

15 (A) has multiple institutions as members;

16 (B) sets rules for varsity intercollegiate  
17 athletics competitions;

18 (C) arranges championships for varsity  
19 intercollegiate athletics programs; and

20 (D) is not an association.

21 (8) COVERED AGENT.—The term “covered  
22 agent” means an individual who—

23 (A) has registered with the USIAC as an  
24 agent under section 102; and

1 (B) whose registration has not lapsed, ex-  
2 pired, or been revoked.

3 (9) COVERED COMPENSATION.—

4 (A) IN GENERAL.—The term “covered  
5 compensation” means any form of payment or  
6 remuneration, including cash, benefits, awards,  
7 gifts, and in-kind contributions, that exceeds  
8 the threshold value to be determined under the  
9 rules of the USIAC.

10 (B) INCLUSIONS.—The term “covered  
11 compensation” includes, without regard to the  
12 threshold value described in subparagraph (A),  
13 provision of the following:

14 (i) Payments for promotion by a stu-  
15 dent athlete through the use of the NIL of  
16 the student athlete.

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

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

22 (i) Grant-in-aid.

23 (ii) Funds from a student assistance  
24 fund or an academic enhancement fund ad-  
25 ministered by a national governing body

1 and provided without regard to institution  
2 attended to assist student athletes in meet-  
3 ing financial needs, to improve the welfare  
4 of student athletes, to provide academic  
5 support for student athletes, or to recog-  
6 nize the academic achievement of student  
7 athletes, including by providing—

8 (I) postgraduate scholarships;  
9 (II) school supplies; or  
10 (III) payments or benefits inci-  
11 dental to participation in varsity  
12 intercollegiate athletics programs, to  
13 be determined under the rules of the  
14 USIAC, which shall include, at a min-  
15 imum, loss-of-value insurance pre-  
16 miums, travel expenses, clothing, mag-  
17 azine subscriptions, and the National  
18 Collegiate Athletic Association cost-of-  
19 attendance stipend.

20 (iii) Awards for participation or  
21 achievement in athletics that various stu-  
22 dent athletes or varsity intercollegiate ath-  
23 letics programs are eligible to earn, includ-  
24 ing awards for qualifying for a bowl game  
25 or performance in the Olympics.

1 (iv) Awards to assist future edu-  
2 cational opportunities.

3 (v) Travel funds to assist members of  
4 the immediate family of a student athlete  
5 to attend sporting events of the student  
6 athlete.

7 (vi) Amounts (including reimburse-  
8 ments) for expenses related to meals, lodg-  
9 ing, child care, emergency family expenses,  
10 transportation, and other expenses inci-  
11 dental to participation in a varsity inter-  
12 collegiate athletics program, provided that  
13 such amounts may not constitute payment  
14 for engaging in a varsity intercollegiate  
15 athletics program and must be available  
16 based on uniform standards applicable to  
17 all student athletes in an association.

18 (vii) Academic or graduation awards  
19 or incentives provided by an association, a  
20 conference, or an institution in accordance  
21 with rules set forth by an association.

22 (viii) Hourly wages and benefits for  
23 work performed outside of participation in  
24 a varsity intercollegiate athletics program  
25 at a rate commensurate with the prevailing

1 rate in the relevant State or locality for  
2 similar work.

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

5 (A) tuition, room, board, books, fees, and  
6 personal expenses paid or provided by an insti-  
7 tution up to the full cost of attendance (as de-  
8 fined in section 472 of the Higher Education  
9 Act of 1965 (20 U.S.C. 1087ll)) of a student to  
10 attend the institution;

11 (B) Federal Pell Grants provided under  
12 section 401 of the Higher Education Act of  
13 1965 (20 U.S.C. 1070a) and other Federal and  
14 State grants unrelated to, and not awarded  
15 with respect to, participation in varsity inter-  
16 collegiate athletics competitions;

17 (C) health insurance and the costs of  
18 health care wholly or partly funded by an asso-  
19 ciation, a conference, or an institution;

20 (D) disability and loss of value insurance  
21 wholly or partly funded by an association, a  
22 conference, or an institution; and

23 (E) career counseling or job placement  
24 services available to all students at an institu-  
25 tion.

1 (11) IMAGE.—

2 (A) IN GENERAL.—The term “image”  
3 means, with respect to a student athlete, a pho-  
4 tograph, picture, video, or other visual depic-  
5 tion, regardless of how created, of the student  
6 athlete.

7 (B) EXCLUSION.—Notwithstanding sub-  
8 paragraph (A), the term “image” does not in-  
9 clude a photograph, picture, video, or other vis-  
10 ual depiction of a student athlete that is au-  
11 thorized and created by the institution of the  
12 student athlete for a purpose relating to the ad-  
13 ministrative, academic, or athletic functions of  
14 the institution.

15 (12) INSTITUTION.—The term “institution”  
16 means an institution of higher education (as defined  
17 in section 101 of the Higher Education Act of 1965  
18 (20 U.S.C. 1001)) that sponsors varsity intercolle-  
19 giate athletics competitions in the United States.

20 (13) LIKENESS.—

21 (A) IN GENERAL.—The term “likeness”  
22 means, with respect to a student athlete, any  
23 depiction or representation, whether physical,  
24 digital, or otherwise, regardless of how created,  
25 sufficient to identify the student athlete.

1 (B) EXCLUSION.—Notwithstanding sub-  
2 paragraph (A), the term “likeness” does not in-  
3 clude a depiction or representation, whether  
4 physical, digital, or otherwise, sufficient to iden-  
5 tify a student athlete that is authorized and  
6 created by the institution of the student athlete  
7 for a purpose relating to the administrative,  
8 academic, or athletic functions of the institu-  
9 tion.

10 (14) NAME.—

11 (A) IN GENERAL.—The term “name”  
12 means, with respect to a student athlete, the  
13 first or last name, or the nickname, of the stu-  
14 dent athlete when used in a context that rea-  
15 sonably identifies the student athlete with par-  
16 ticularity.

17 (B) EXCLUSION.—Notwithstanding sub-  
18 paragraph (A), the term “name” does not in-  
19 clude the first or last name, or the nickname,  
20 of a student athlete when used by the institu-  
21 tion of the student athlete for a purpose relat-  
22 ing to the administrative, academic, or athletic  
23 functions of the institution.

24 (15) NAME, IMAGE, AND LIKENESS AGREE-  
25 MENT; NIL AGREEMENT.—The terms “name, image,

1 and likeness agreement” and “NIL agreement”  
2 mean a contract or similar arrangement between a  
3 student athlete and another individual or entity re-  
4 garding the use of the name, image, or likeness of  
5 the student athlete.

6 (16) NIL.—The term “NIL” means name,  
7 image, and likeness.

8 (17) PUBLICITY RIGHT.—The term “publicity  
9 right”—

10 (A) means a right that is recognized under  
11 a Federal or State law that permits an indi-  
12 vidual to control and profit from the commer-  
13 cial use of the name, image, or likeness of the  
14 individual; and

15 (B) includes any right that is licensed  
16 under an NIL agreement.

17 (18) STATE.—The term “State” means each of  
18 the 50 States, the District of Columbia, the Com-  
19 monwealth of Puerto Rico, the Virgin Islands of the  
20 United States, Guam, American Samoa, and the  
21 Commonwealth of the Northern Mariana Islands.

22 (19) STUDENT ATHLETE.—The term “student  
23 athlete” means an individual who participates in a  
24 varsity intercollegiate athletics program.

25 (20) THIRD PARTY.—

1 (A) IN GENERAL.—The term “third party”  
2 means an individual or entity that—

3 (i) is a booster; or

4 (ii) makes payments for the use of the  
5 publicity rights of a student athlete or a  
6 group of student athletes.

7 (B) EXCLUSION.—The term “third party”  
8 does not include an association, a conference, or  
9 an institution.

10 (21) TRANSFER PORTAL.—The term “transfer  
11 portal” means a digital compliance system to man-  
12 age the transfer of student athletes between institu-  
13 tions.

14 (22) USIAC.—The term “USIAC” means the  
15 United States Intercollegiate Athletics Committee  
16 established under section 102.

17 (23) VARSITY INTERCOLLEGIATE ATHLETICS  
18 COMPETITION.—The term “varsity intercollegiate  
19 athletics competition” means a competition involving  
20 2 or more varsity intercollegiate athletics programs  
21 sponsored by different institutions.

22 (24) VARSITY INTERCOLLEGIATE ATHLETICS  
23 PROGRAM.—The term “varsity intercollegiate ath-  
24 letics program” means a team or other program unit  
25 of an institution participating in a sport—

- 1 (A) played at the intercollegiate level;
- 2 (B) administered by an athletic depart-
- 3 ment; and
- 4 (C) for which eligibility requirements for
- 5 participation by student athletes are established
- 6 by an association.

7 **TITLE I—COLLEGIATE**

8 **ATHLETES NIL RIGHTS**

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

10 (a) IN GENERAL.—Except as provided in this Act,

11 no association, conference, or institution may adopt or

12 maintain a contract, rule, regulation, standard, or other

13 requirement that prevents or restricts, including through

14 the revocation or conditioning of an athletic scholarship,

15 a student athlete from—

16 (1) earning covered compensation for the use of

17 the name, image, or likeness of the student athlete;

18 or

19 (2) obtaining or retaining a covered agent for

20 any matter or activity related to earning such cov-

21 ered compensation.

22 (b) RESCISSION OF CERTAIN NIL AGREEMENTS.—

23 (1) IN GENERAL.—With respect to a student

24 athlete who no longer participates in a varsity inter-

25 collegiate athletics program as a result of a deter-

1 mination of ineligibility by an association, the athlete  
2 may rescind an NIL agreement of the athlete, en-  
3 tered into during the period the athlete was a stu-  
4 dent athlete and with a remaining term of more  
5 than 1 year—

6 (A) without being held liable for breach;  
7 and

8 (B) with no obligation to return covered  
9 compensation received under the agreement be-  
10 fore the athlete provided notice of the rescis-  
11 sion.

12 (2) APPLICABILITY.—This subsection applies to  
13 NIL agreements entered into on or after the date of  
14 the enactment of this Act.

15 (c) RESTRICTED AGENCY ACTIVITY.—

16 (1) IN GENERAL.—An individual may not carry  
17 out agency activity with respect to a student athlete  
18 unless the individual is a covered agent.

19 (2) EXCEPTIONS.—With respect to a student  
20 athlete, paragraph (1) does not apply to the fol-  
21 lowing:

22 (A) A spouse, parent, sibling, grandparent,  
23 or guardian of the student athlete.

1 (B) Legal counsel working with the stu-  
2 dent athlete for a purpose other than that of  
3 representative agency.

4 (C) An individual acting solely on behalf of  
5 a professional sports team or professional  
6 sports organization.

7 (3) TIMING.—A covered agent may not carry  
8 out agency activity with respect to or enter into an  
9 agency contract with a student athlete until the date  
10 that is 45 days after the first date on which the stu-  
11 dent athlete—

12 (A) has a certificate of graduation from a  
13 school providing secondary education, or the  
14 recognized equivalent of such a certificate; and

15 (B) has—

16 (i) completed the registration require-  
17 ments (other than the payment of tuition  
18 and fees) with respect to any institution;  
19 or

20 (ii) been admitted into an educational  
21 program of any institution offered pre-  
22 dominantly by correspondence and has  
23 submitted one lesson, completed by the  
24 student athlete after acceptance for enroll-

1                   ment and without the help of a representa-  
2                   tive of the institution.

3           (d) RESTRICTED THIRD PARTY AND COLLECTIVE  
4 ACTIVITY.—

5           (1) IN GENERAL.—A third party or collective  
6           may pay, provide, or facilitate the provision of cov-  
7           ered compensation to a student athlete, or another  
8           individual or entity on behalf of the student athlete,  
9           only if—

10                   (A) the third party or collective is reg-  
11                   istered with the USLAC under section 102; and

12                   (B) the covered compensation is provided  
13                   under an NIL agreement that complies with  
14                   this Act.

15           (2) TIMING.—A third party or collective may  
16           not enter into an NIL agreement with a student ath-  
17           lete or a covered agent working on behalf of a stu-  
18           dent athlete until the date that is 90 days after the  
19           first date on which the student athlete—

20                   (A) has a certificate of graduation from a  
21                   school providing secondary education, or the  
22                   recognized equivalent of such a certificate; and

23                   (B) has—

24                           (i) completed the registration require-  
25                           ments (other than the payment of tuition

1 and fees) with respect to any institution;  
2 or

3 (ii) been admitted into an educational  
4 program of any institution offered pre-  
5 dominantly by correspondence and has  
6 submitted one lesson, completed by the  
7 student athlete after acceptance for enroll-  
8 ment and without the help of a representa-  
9 tive of the institution.

10 (e) RESTRICTED ASSOCIATION, CONFERENCE, AND  
11 INSTITUTION ACTIVITY.—

12 (1) PAYMENTS TO STUDENT ATHLETES AND  
13 PROSPECTIVE STUDENT ATHLETES.—

14 (A) IN GENERAL.—No association, con-  
15 ference, or institution may enter into an NIL  
16 agreement with or otherwise pay, provide, or fa-  
17 cilitate the provision of covered compensation to  
18 a student athlete or a prospective student ath-  
19 lete.

20 (B) RULE OF CONSTRUCTION.—Subpara-  
21 graph (A) may not be construed to prohibit an  
22 association, a conference, or an institution from  
23 providing educational instruction to a student  
24 athlete, including instruction related to fi-  
25 nances, business, or career management.

1 (2) PAYMENTS TO FAMILIES.—An institution  
2 may not pay, provide, or facilitate the provision of  
3 covered compensation to the family of a student ath-  
4 lete or the family of a prospective student athlete.

5 (f) CERTAIN PROHIBITED AGREEMENTS.—

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

10 (A) gambling;

11 (B) tobacco products;

12 (C) vaping or e-cigarette products;

13 (D) alcohol products;

14 (E) controlled substances;

15 (F) lewd and lascivious behavior or mate-  
16 rial; or

17 (G) if applicable, any other product or  
18 service that is reasonably considered to be in-  
19 consistent with the religious values of an insti-  
20 tution.

21 (2) PROHIBITIONS FOR ASSOCIATIONS, CON-  
22 FERENCES, AND INSTITUTIONS.—If an association, a  
23 conference, or an institution establishes a prohibition  
24 under paragraph (1), the association, conference, or  
25 institution may not enter into or maintain a spon-

1 sorship or endorsement related to promotion of the  
2 category of product or service described in such  
3 paragraph that is the subject of such prohibition.

4 (g) LIMITATION ON ENDORSEMENT ACTIVITIES.—An  
5 association, a conference, or an institution may reasonably  
6 limit the activities of a student athlete related to an NIL  
7 agreement of the student athlete—

- 8 (1) during required athletic activities; and
- 9 (2) on campus locations.

10 (h) PROHIBITION ON INDUCEMENTS.—A third party  
11 or collective may not, directly or indirectly, provide covered  
12 compensation (or make promises or indications of covered  
13 compensation to be provided in the future) as an induce-  
14 ment for a student athlete or a prospective student athlete  
15 to enroll in, transfer to, or leave a specific institution.

16 (i) PROHIBITION ON TAMPERING.—A third party or  
17 collective may not, directly or indirectly, provide covered  
18 compensation (or make promises or indications of covered  
19 compensation to be provided in the future) to a student  
20 athlete, or another individual or entity on behalf of the  
21 student athlete—

- 22 (1) enrolled at an institution with respect to  
23 which the third party or collective is not affiliated  
24 under the registration of the third party or collective  
25 with the USIAC under section 102; or

1 (2) who is in the transfer portal.

2 (j) PROHIBITION ON PERFORMANCE INDUCE-  
3 MENTS.—

4 (1) IN GENERAL.—No covered agent, third  
5 party, or collective may provide covered compensa-  
6 tion for or enter into an NIL agreement that re-  
7 quires or provides incentives with respect to on-field  
8 or in-competition actions, promotions, or perform-  
9 ance.

10 (2) PRIOR RECORDINGS.—Commercials or an-  
11 nouncements recorded prior to a competition and  
12 aired during the competition are not considered in-  
13 competition promotion for the purposes of this sub-  
14 section.

15 (k) REQUIREMENTS OR RESTRICTIONS ON THE USE  
16 OF TRADEMARKS.—An association, a conference, or an in-  
17 stitution may establish reasonable requirements for or re-  
18 strictions on the use of the trademarks of the association,  
19 conference, or institution with respect to the NIL agree-  
20 ments of student athletes, including standard royalties to  
21 be paid to the association, conference, or institution for  
22 the use of such trademarks.

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

3 (a) ESTABLISHMENT.—The United States Intercolle-  
4 giate Athletics Committee is established as an inde-  
5 pendent, nonprofit corporation. The corporation is not an  
6 agency or establishment of the United States Government.

7 (b) ORGANIZATION.—

8 (1) BOARD OF DIRECTORS.—

9 (A) MEMBERSHIP.—The USIAC shall be  
10 governed by a board of directors (in this section  
11 referred to as the “Board”). The Board shall be  
12 comprised of 21 voting members that include  
13 the following:

14 (i) Representatives of student ath-  
15 letes, or of student athletes who competed  
16 in a varsity intercollegiate athletics com-  
17 petition within the previous 4 years before  
18 the date on which the appointment is  
19 made, enrolled at institutions of various  
20 sizes and geographical locations.

21 (ii) Representatives of athletics direc-  
22 tors at institutions of various sizes and  
23 geographical locations.

24 (iii) Representatives of conferences of  
25 various sizes and geographical locations.

1 (iv) Representatives of institutions of  
2 various sizes and geographical locations.

3 (v) Representatives of a variety of  
4 varsity intercollegiate athletics programs.

5 (vi) Professionals with expertise in  
6 sports marketing, contracting, and public  
7 relations.

8 (vii) Representatives of Historically  
9 Black Colleges and Universities, as defined  
10 in section 631 of the Higher Education  
11 Act of 1965 (20 U.S.C. 1132).

12 (viii) Representatives of all divisions  
13 of varsity intercollegiate athletics pro-  
14 grams.

15 (ix) Individuals—

16 (I) with expertise in corporate  
17 governance; and

18 (II) who are not affiliated with  
19 any association, conference, or institu-  
20 tion.

21 (B) APPOINTMENT.—

22 (i) IN GENERAL.—Members of the  
23 Board shall be initially appointed as fol-  
24 lows:

1 (I) 1 member by the Speaker of  
2 the House of Representatives for an  
3 initial term of 7 years.

4 (II) 1 member by the Majority  
5 Leader of the House of Representa-  
6 tives for an initial term of 5 years.

7 (III) 1 member by the Minority  
8 Leader of the House of Representa-  
9 tives for an initial term of 1 year.

10 (IV) 1 member by the Majority  
11 Leader of the Senate for an initial  
12 term of 6 years.

13 (V) 1 member by the Minority  
14 Leader of the Senate for an initial  
15 term of 3 years.

16 (VI) 4 members by the Chair of  
17 the Committee on Commerce, Science,  
18 and Transportation of the Senate for  
19 initial terms of 7, 5, 4, and 1 years.

20 (VII) 4 members by the Ranking  
21 Member of the Committee on Com-  
22 merce, Science, and Transportation of  
23 the Senate for initial terms of 6, 3, 3,  
24 and 2 years.

1 (VIII) 4 members by the Chair of  
2 the Committee on Energy and Com-  
3 merce of the House of Representatives  
4 for initial terms of 7, 5, 4, and 1  
5 years.

6 (IX) 4 members by the Ranking  
7 Member of the Committee on Energy  
8 and Commerce of the House of Rep-  
9 resentatives for initial terms of 6, 4,  
10 2, and 2 years.

11 (ii) SUCCESSOR APPOINTMENT.—Each  
12 successor of a member of the Board shall  
13 be appointed for a term of 7 years after  
14 the date of the expiration of the term for  
15 which the predecessor of the member was  
16 appointed.

17 (iii) DEADLINE FOR INITIAL APPOINT-  
18 MENTS.—Members of the Board shall be  
19 appointed not later than 1 year after the  
20 date of the enactment of this Act.

21 (C) REMOVAL.—A member of the Board  
22 may be removed by a two-thirds vote of the  
23 members of the Board.

24 (D) ASSOCIATION.—The President of the  
25 National Collegiate Athletic Association or the

1 designated representative of such President  
2 shall be a permanent, nonvoting member of the  
3 Board. The President or the designated rep-  
4 resentative of such President may not be elect-  
5 ed as the Chair of the Board or designated as  
6 the Secretary of the Board.

7 (E) VACANCIES.—Any member of the  
8 Board appointed to fill a vacancy occurring be-  
9 fore the expiration of the term for which the  
10 predecessor was appointed shall be appointed  
11 only for the remainder of such term. A member  
12 of the Board may continue to serve after the  
13 expiration of the term of the member until a  
14 successor has taken office, except that the  
15 member may not so continue to serve more  
16 than 1 year after the date on which the term  
17 of the member would otherwise expire.

18 (2) STAFFING.—The USIAC shall hire and pro-  
19 vide salary, benefits, and administrative expenses for  
20 an Executive Director and other appropriate staff to  
21 support the work of the Board and administer the  
22 requirements of this Act.

23 (3) CHAIR.—The Chair of the Board shall be  
24 elected by a majority vote of the members of the  
25 Board. The Chair may designate another member of

1 the Board as the Secretary of the Board, though  
2 such member shall be from a different category de-  
3 scribed in paragraph (1)(A) than the Chair.

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

7 (A) the administrative structure and em-  
8 ployees of the USIAC;

9 (B) the establishment of advisory councils;

10 (C) termination of membership on the  
11 Board; and

12 (D) any other matter the Board considers  
13 necessary.

14 (5) QUORUM.—For any item for which Board  
15 approval is required, the Board shall have present  
16 two-thirds of all members. No vacancy in the Board  
17 shall impair the rights of the remaining members of  
18 the board from exercising any power of the USIAC.

19 (6) APPEALS STANDING COMMITTEE.—

20 (A) IN GENERAL.—The USIAC shall es-  
21 tablish an appeals standing committee, to which  
22 any individual affected by an enforcement deci-  
23 sion of the USIAC may appeal such decision.

24 (B) MEMBERSHIP.—The appeals standing  
25 committee shall be comprised of 7 individuals,

1 none of which may be members of the Board,  
2 selected by the Board.

3 (C) CHAIR.—The Chair of the appeals  
4 standing committee shall be elected by a major-  
5 ity of the appeals standing committee.

6 (D) ADVICE TO THE BOARD.—After hear-  
7 ing an appeal on a decision of the USIAC, the  
8 appeals standing committee shall issue a rec-  
9 ommendation to the Board on whether to sus-  
10 tain or overrule the decision.

11 (7) CONFLICTS OF INTEREST.—To avoid con-  
12 flicts of interest, the following individuals may not  
13 be selected as a member of the Board or as a mem-  
14 ber of a standing committee established under this  
15 section:

16 (A) A third party.

17 (B) A covered agent.

18 (C) A collective.

19 (c) USIAC REGISTRATION.—

20 (1) IN GENERAL.—Each applicant or student  
21 athlete described in this subsection shall submit the  
22 relevant information described in this subsection to  
23 the system established under subsection (f)(4).

24 (2) AGENT INFORMATION.—A person that ap-  
25 plies to the USIAC for registration as an agent for

1 a student athlete shall submit an application for reg-  
2 istration to the USLAC in a form prescribed by the  
3 USLAC. The application shall be signed under pen-  
4 alty of perjury by the applicant and include the fol-  
5 lowing:

6 (A) The name and contact information of  
7 the applicant, including a telephone number,  
8 email address, and, if available, a website ad-  
9 dress.

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

12 (C) Whether conduct of the applicant has  
13 caused—

14 (i) a student athlete to be sanctioned,  
15 suspended, or declared ineligible to partici-  
16 pate in a varsity intercollegiate athletics  
17 competition or a varsity intercollegiate ath-  
18 letics program;

19 (ii) an institution to be sanctioned; or

20 (iii) the applicant to be convicted of  
21 fraud.

22 (D) Whether the applicant has been sued  
23 for, or settled any claim alleging, breach of con-  
24 tract or breach of any fiduciary duty.

1           (3) THIRD PARTIES.—An individual or entity  
2           that applies for registration as a third party shall  
3           submit an application for registration to the USIAC  
4           in a form prescribed by USIAC. The application  
5           shall be signed under penalty of perjury by the ap-  
6           plicant or an authorized representative of the appli-  
7           cant and include the following:

8                   (A) The name and contact information of  
9                   the applicant, including a telephone number,  
10                  email address, and, if available, a website ad-  
11                  dress.

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

14                  (C) Identification of each social-media ac-  
15                  count associated with the applicant.

16                  (D) A brief description of the type of busi-  
17                  ness and business activity of the applicant.

18                  (E) Each institution with which the appli-  
19                  cant is affiliated.

20                  (F) The name and address of each indi-  
21                  vidual that is a partner, member, officer, or di-  
22                  rector of the applicant.

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

1 (H) The name of any individual who di-  
2 rectly or indirectly holds an equity interest of at  
3 least 5 percent in the applicant.

4 (I) Whether the applicant or individual  
5 named under subparagraph (F) has been adju-  
6 dicated as bankrupt or has filed for bankruptcy.

7 (J) Whether conduct of the applicant or  
8 individual named under subparagraph (F) has  
9 caused—

10 (i) a student athlete to be sanctioned,  
11 suspended, or declared ineligible to partici-  
12 pate in a varsity intercollegiate athletics  
13 competition or a varsity intercollegiate ath-  
14 letics program;

15 (ii) an institution to be sanctioned; or

16 (iii) the applicant to be convicted of  
17 fraud.

18 (K) Whether a registration as a third  
19 party with the USIAC of the applicant or an in-  
20 dividual named under subparagraph (G) has  
21 been denied, suspended, abandoned, or not re-  
22 newed.

23 (4) COLLECTIVES.—A person that applies for  
24 registration as a collective shall submit, under pen-  
25 alty of perjury, an application for registration to the

1 USIAC in a form prescribed by USIAC. The appli-  
2 cation shall be signed under penalty of perjury by an  
3 authorized representative of the applicant and in-  
4 clude the following:

5 (A) The name and contact information of  
6 the applicant, including a telephone number,  
7 email address, and, if available, a website ad-  
8 dress.

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

11 (C) Identification of each social-media ac-  
12 count associated with the applicant.

13 (D) A brief description of the type of busi-  
14 ness and business activity of the applicant.

15 (E) Each institution with which the appli-  
16 cant is affiliated.

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

19 (G) Whether conduct of the applicant or a  
20 donor named under subparagraph (F) has  
21 caused—

22 (i) a student athlete to be sanctioned,  
23 suspended, or declared ineligible to partici-  
24 pate in a varsity intercollegiate athletics

1 competition or a varsity intercollegiate ath-  
2 letics program;

3 (ii) an institution to be sanctioned; or

4 (iii) the applicant to be convicted of  
5 fraud.

6 (H) Whether a registration as a third  
7 party or collective by the applicant or a named  
8 donor under subparagraph (F) has been denied,  
9 suspended, abandoned, or not renewed.

10 (d) USIAC AGREEMENTS AND CONTRACTS DISCLO-  
11 SURES.—

12 (1) THIRD PARTIES.—A registered third party  
13 that enters into an NIL agreement with a student  
14 athlete shall, within 30 days after the date on which  
15 the agreement is entered into, submit to the USIAC  
16 the following:

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

21 (B) The name and contact information of  
22 the student athlete.

23 (C) If applicable, the name and contact in-  
24 formation of the student athlete's covered  
25 agent.

1 (D) A copy of the NIL agreement.

2 (E) An affidavit, under penalty of perjury,  
3 that the registered third party has not used the  
4 NIL agreement as an inducement in violation of  
5 section 101.

6 (2) COLLECTIVES.—A registered collective that  
7 enters into an NIL agreement with a student athlete  
8 shall, within 30 days after the date on which the  
9 agreement is entered into, submit to the USIAC the  
10 following:

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

15 (B) The name and contact information of  
16 the student athlete.

17 (C) If applicable, the name and contact in-  
18 formation of the student athlete's covered  
19 agent.

20 (D) A copy of the NIL agreement.

21 (E) An affidavit, under penalty of perjury,  
22 that the registered collective has not used the  
23 NIL agreement as an inducement in violation of  
24 section 101.

25 (3) COVERED AGENT.—

1 (A) AFFIDAVIT OF COMPLIANCE.—A cov-  
2 ered agent shall attest to the USIAC, under  
3 penalty of perjury, that the covered agent is in  
4 compliance with each relevant State authority  
5 and regulation regarding athlete agents and  
6 agency contracts for the State in which each  
7 student athlete with whom the covered agent  
8 enters into an agency contract with is based. If  
9 the State in which a student athlete is based  
10 does not have an agent certification process,  
11 registration with the USIAC shall be considered  
12 sufficient to meet the requirements of this sub-  
13 paragraph.

14 (B) DISCLOSURE REQUIRED FOR CON-  
15 TRACT.—A covered agent that enters into an  
16 agency contract with a student athlete shall,  
17 within 30 days after the date on which the con-  
18 tract is entered into, disclose to the USIAC the  
19 following:

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

23 (ii) The name and institution of each  
24 student athlete on behalf of which the  
25 agent operates.

1 (iii) A copy of the agency contract.

2 (4) STUDENT ATHLETE.—

3 (A) DISCLOSURE REQUIRED FOR AGENCY  
4 CONTRACT.—A student athlete that enters into  
5 an agency contract with a covered agent shall,  
6 within 30 days after the date on which the  
7 agency contract is entered into, disclose to the  
8 USIAC the following:

9 (i) The name and contact information  
10 of the student athlete, including a tele-  
11 phone number, email address, and institu-  
12 tion where the student athlete is enrolled.

13 (ii) The name, contact information,  
14 and registration information of the covered  
15 agent.

16 (iii) A copy of the agency contract.

17 (B) DISCLOSURE REQUIRED FOR NIL  
18 AGREEMENT.—A student athlete or the covered  
19 agent of the student athlete that enters into an  
20 NIL agreement with a third party or collective  
21 shall, within 30 days after the date on which  
22 the agreement is entered into, disclose to the  
23 USIAC the following:

24 (i) The name and contact information  
25 of the student athlete, including a tele-

1 phone number, email address, and institu-  
2 tion where the student athlete is enrolled.

3 (ii) The name and contact information  
4 of the third party or collective.

5 (iii) A copy of the NIL agreement.

6 (iv) The demographic information of  
7 the student athlete, that includes—

8 (I) the varsity intercollegiate ath-  
9 letics program of the student athlete;

10 (II) the division of competition of  
11 the student athlete; and

12 (III) the position of the student  
13 athlete with respect to the varsity  
14 intercollegiate athletics program of  
15 the student athlete.

16 (e) DISCLOSURES RELATING TO PAYMENT OF COV-  
17 ERED COMPENSATION.—

18 (1) STUDENT ATHLETES.—For a student ath-  
19 lete that entered into an NIL agreement, not less  
20 than quarterly, the student athlete or the covered  
21 agent of the student athlete shall report to the  
22 USIAC the following:

23 (A) The amount of covered compensation  
24 received in the previous reporting period.

1 (B) An identification of the previously dis-  
2 closed NIL agreement with which the covered  
3 compensation is associated.

4 (C) The name of each party to the agree-  
5 ment.

6 (2) THIRD PARTIES OR COLLECTIVES.—Each  
7 registered third party and collective that enters into  
8 an NIL agreement shall disclose to the USIAC, not  
9 less than monthly, the following:

10 (A) The amount of covered compensation  
11 paid in the previous reporting period.

12 (B) A copy of the NIL agreement under  
13 which the covered compensation was paid.

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

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

18 (f) DUTIES.—

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

22 (2) PROCEDURES.—The USIAC—

23 (A) shall—

24 (i) prevent unfair or deceptive acts or  
25 practices with respect to the use of the

1 name, image, or likeness of student ath-  
2 letes;

3 (ii) foster cooperation and coordina-  
4 tion with parties engaged in NIL agree-  
5 ments;

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

9 (iv) prevent inducements or other  
10 compensation related to transfers, institu-  
11 tion selection, or athletic performance; and

12 (v) protect the privacy of student ath-  
13 letes by taking appropriate measures to  
14 protect the information disclosed to the  
15 USIAC; and

16 (B) may not—

17 (i) permit unfair or deceptive acts or  
18 practices as described in this Act;

19 (ii) fix student athlete compensation;  
20 or

21 (iii) regulate by virtue of any author-  
22 ity conferred by law matters not related to  
23 the purposes of this section or the USIAC.

24 (3) INVESTIGATIONS.—

1 (A) IN GENERAL.—Student athletes, cov-  
2 ered agents, third parties, and collectives  
3 shall—

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

7 (ii) respond truthfully and completely,  
8 to the best of the knowledge of the student  
9 athlete, covered agent, third party, or col-  
10 lective, if questioned by the Commission or  
11 USIAC.

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

17 (C) FAILURE TO COMPLY.—Any failure of  
18 a student athlete, covered agent, third party, or  
19 collective to comply with this subsection shall be  
20 a violation of the rules of the USIAC and shall  
21 result in actions compliant with subsection (j).

22 (4) SYSTEM TO RESPOND TO REGISTRATION  
23 AND INQUIRIES.—

24 (A) ESTABLISHMENT AND MAINTENANCE  
25 OF A SYSTEM TO RESPOND TO REGISTRATION

1 AND INQUIRIES.—Not later than 6 months after  
2 the date on which the Board is established, the  
3 USIAC shall establish and maintain the fol-  
4 lowing:

5 (i) A system for collecting and retain-  
6 ing registration information.

7 (ii) A system for collecting and retain-  
8 ing any disciplinary action and appeal sta-  
9 tus.

10 (iii) A website to receive and promptly  
11 respond to any inquiry regarding registra-  
12 tion, disciplinary action, and appeal status  
13 information for a registrant, applicant, or  
14 person authorized to act on the behalf of  
15 the registrant or applicant.

16 (B) ACCESS.—Access to the system shall  
17 be limited to staff of the USIAC, applicants, in-  
18 stitutions, covered agents, third parties, student  
19 athletes, and other persons as the USIAC de-  
20 termines to be necessary.

21 (C) PROCESS FOR DISPUTED INFORMA-  
22 TION.—The USIAC shall adopt rules estab-  
23 lishing a process for disputing the accuracy of  
24 information provided in response to an inquiry  
25 under this paragraph.

1 (g) PUBLIC DATABASE.—The USIAC shall make  
2 available to the public on an internet website of the  
3 USIAC, which includes an application interface, informa-  
4 tion with respect to the previous quarter that includes the  
5 following:

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

8 (2) The total amount of covered compensation  
9 earned by student athletes under NIL agreements,  
10 disaggregated by division and by conference.

11 (3) The average amount of covered compensa-  
12 tion earned by student athletes under NIL agree-  
13 ments, disaggregated by sports program.

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

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

18 (B) the amount of covered compensation  
19 received under the NIL agreement within a  
20 range, with increments to be determined by the  
21 USIAC;

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

24 (D) the dates for which the NIL agree-  
25 ment is in effect; and

1 (E) each varsity intercollegiate athletics  
2 program in which the student athlete partici-  
3 pates.

4 (5) Any other data, data analysis, or informa-  
5 tion the USIAC considers to be helpful to a student  
6 athlete in evaluating covered agents and NIL agree-  
7 ments, and the fair market value of the NIL of the  
8 student athlete.

9 (6) A list of individuals—

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

13 (B) who have previously registered as a  
14 covered agent, third party, or collective but  
15 have had a registration revoked, barred, prohib-  
16 ited, or limited by the USIAC.

17 (7) A list of individuals who maintain an active  
18 registration as a covered agent within the previous  
19 year.

20 (h) FUNDING.—

21 (1) IN GENERAL.—The rules of the USIAC  
22 shall provide for the equitable allocation of reason-  
23 able dues, fees, and other charges among registrants  
24 and other persons using any facility or system that  
25 the USIAC operates or controls.

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

3 (i) TIP LINE.—Not later than 6 months after the  
4 date on which the initial members of the Board are ap-  
5 pointed, the USIAC shall establish a public facing website  
6 to facilitate the reporting of alleged NIL agreement viola-  
7 tions.

8 (j) ENFORCEMENT.—

9 (1) IN GENERAL.—Subject to any rule or guid-  
10 ance of the USIAC, a person registered with the  
11 USIAC shall be appropriately disciplined for a viola-  
12 tion of any provision of applicable law, any rule  
13 under such provision, or any rule of the USIAC by  
14 expulsion, suspension, limitation of activity, func-  
15 tion, and operation, fine, censure, a suspension or  
16 bar from being associated with a party registered  
17 with the USIAC, or any other fitting sanction.

18 (2) DISCIPLINE OF REGISTRANTS.—

19 (A) DISCIPLINE.—

20 (i) NOTIFICATION.—In any pro-  
21 ceeding by the USIAC to determine wheth-  
22 er a registrant, or a person associated with  
23 a registrant, should be disciplined, the  
24 USIAC shall bring specific charges, notify

1 each registrant of the charges, and keep a  
2 record of the proceeding.

3 (ii) STATEMENT.—A determination by  
4 the USIAC to impose discipline in a pro-  
5 ceeding under clause (i) shall include a  
6 statement setting forth—

7 (I) any relevant act or practice in  
8 which the registrant, a person associ-  
9 ated with the registrant, or a party  
10 that failed to register when required  
11 to do so, has been found to have en-  
12 gaged in, or that such party has been  
13 found to have omitted;

14 (II) the specific provision of law,  
15 the rules under such a provision, or  
16 the rules of the USIAC that an act or  
17 practice described in subclause (I), or  
18 an omission to act, the registrant or  
19 person is charged with violating; and

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

22 (B) DENIAL OR REVOCATION OF REG-  
23 ISTRATION.—

24 (i) NOTIFICATION.—In any pro-  
25 ceeding by the USIAC to determine wheth-

1 er a person shall be denied, barred from,  
2 prohibited, or limited in registration or  
3 have the registration of the person re-  
4 voked, the USIAC shall—

5 (I) notify that registrant or per-  
6 son and give the person an oppor-  
7 tunity to be heard;

8 (II) provide the registrant or per-  
9 son the specific grounds for denial,  
10 bar, prohibition, limitation, or revoca-  
11 tion under consideration; and

12 (III) maintain a record of the  
13 proceeding.

14 (ii) STATEMENT.—A determination by  
15 the USIAC to deny, bar, prohibit, limit, or  
16 revoke registration shall be supported by a  
17 statement setting further the specific  
18 grounds on which the denial, bar, prohibi-  
19 tion, limitation, or revocation is based.

20 (3) DENIAL OR REVOCATION OF REGISTRA-  
21 TION.—

22 (A) IN GENERAL.—The USIAC, in compli-  
23 ance with the rules of the USIAC, shall have  
24 the authority to deny, revoke, bar, prohibit, and  
25 limit the registration of persons the USIAC de-

1 termines to be in violation of the rules of the  
2 USIAC.

3 (B) APPEALS.—In accordance with such  
4 rules as the Commission may prescribe, any  
5 person subject to a final decision by the Board  
6 under subparagraph (A) may obtain a review by  
7 the Commission of such decision.

8 (4) FAILURE OF STUDENT ATHLETE TO DIS-  
9 CLOSE AGENCY CONTRACT, NIL AGREEMENT, OR  
10 COVERED COMPENSATION.—

11 (A) IN GENERAL.—The USIAC shall refer  
12 any violation described in subparagraph (B)  
13 with respect to a student athlete to an associa-  
14 tion or conference for eligibility restrictions on  
15 the student athlete, as provided in section  
16 105(1).

17 (B) VIOLATIONS DESCRIBED.—The viola-  
18 tions described in this subparagraph are, with  
19 respect to a student athlete, the following:

20 (i) A violation by the student athlete  
21 of subsection (d)(4)(A) (relating to the dis-  
22 closure of an agency contract) or any rule  
23 of the USIAC relating to such subsection.

24 (ii) A violation by the student athlete  
25 or the covered agent of the student athlete

1 of subsection (d)(4)(B) (relating to the dis-  
2 closure of an NIL agreement) or any rule  
3 of the USIAC relating to such subsection.

4 (iii) A violation by the student athlete  
5 or the covered agent of the student athlete  
6 of subsection (e)(1) (relating to quarterly  
7 disclosure of the amount of covered com-  
8 pensation associated with an NIL agree-  
9 ment) or any rule of the USIAC relating  
10 to such subsection.

11 (k) GUIDANCE.—Not later than 6 months after the  
12 date on which the initial members of the Board are ap-  
13 pointed, the USIAC shall develop and publish on a publicly  
14 available internet website of the USIAC guidance that in-  
15 cludes the following:

16 (1) An explanation of the legal and business  
17 concepts to be considered in licensing publicity  
18 rights for student athletes.

19 (2) Information concerning the implications of  
20 provisions of NIL agreements that restrict the  
21 choice of a student athlete or bind the student ath-  
22 lete to long-term arrangements.

23 (3) A recommended or standard NIL agree-  
24 ment.

1 (4) A standard affidavit for covered agents,  
2 third parties, and collectives.

3 (5) A recommended or standard curriculum for  
4 institutions to use as educational resources for stu-  
5 dent athletes with respect to earning and effectively  
6 managing covered compensation provided in ex-  
7 change for the use of the NIL of the student athlete.

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

11 (1) addressing complaints and concerns from  
12 student athletes and institutions with respect to cov-  
13 ered agents; and

14 (2) upon a showing that a covered agent has  
15 not competently represented the interests of 1 or  
16 more student athletes or has failed to comply with  
17 applicable standards of conduct and ethics, the rev-  
18 ocation of the registration of a covered agent.

19 (m) ANNUAL REPORT.—Not later than September 1  
20 of each year, the Board shall submit to Congress a report  
21 that evaluates the actions of the USIAC in achieving the  
22 duties described in this Act for the previous year.

23 (n) SAFE HARBOR.—An action may not be taken by  
24 the Commission against a person with an active registra-  
25 tion with the USIAC for a violation of this Act.

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

4 (p) SUNSET.—The USIAC established under this sec-  
5 tion shall terminate on the date that is 7 years after the  
6 date of the enactment of this Act.

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

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

13 (b) PUBLICATION AND COMMENT.—

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

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

18 (B) provide an opportunity for public com-  
19 ment.

20 (2) APPROVAL REQUIRED.—A proposed rule, or  
21 a proposed modification to a rule, of the USIAC  
22 may not take effect unless the proposed rule or  
23 modification has been approved by the Commission.

24 (c) DECISION ON PROPOSED RULE OR MODIFICA-  
25 TION TO A RULE.—

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

6 (2) CONDITIONS.—The Commission shall ap-  
7 prove a proposed rule or modification if the Commis-  
8 sion finds that the proposed rule or modification is  
9 consistent with—

10 (A) this Act; and

11 (B) applicable rules approved by the Com-  
12 mission.

13 (3) REVISION OF PROPOSED RULE OR MODI-  
14 FICATION.—

15 (A) IN GENERAL.—In the case of dis-  
16 approval of a proposed rule or modification  
17 under this subsection, not later than 30 days  
18 after the issuance of the disapproval, the Com-  
19 mission shall make recommendations to the  
20 USLAC to modify the proposed rule or modi-  
21 fication.

22 (B) RESUBMISSION.—The USLAC may re-  
23 submit for approval by the Commission a pro-  
24 posed rule or modification that incorporates the

1 modifications recommended under subpara-  
2 graph (A).

3 (d) AMENDMENT BY COMMISSION OF RULES OF  
4 USIAC.—The Commission, by rule in accordance with  
5 section 553 of title 5, United States Code, may abrogate,  
6 add to, and modify the rules of the USIAC adopted in  
7 accordance with this Act as the Commission finds nec-  
8 essary or appropriate to ensure the fair administration of  
9 the USIAC, to conform the rules of the USIAC to require-  
10 ments of this Act and applicable rules approved by the  
11 Commission, or otherwise in furtherance of the purposes  
12 of this Act.

13 **SEC. 104. ENFORCEMENT BY FEDERAL TRADE COMMIS-**  
14 **SION.**

15 (a) UNFAIR OR DECEPTIVE ACTS OR PRACTICES.—  
16 A violation of section 101(c)(1), or a violation of sub-  
17 section (d), (h), (i), or (j) of section 101 by a third party  
18 or a collective that is not registered with the USIAC under  
19 section 102, shall be treated as a violation of a rule defin-  
20 ing an unfair or deceptive act or practice prescribed under  
21 section 18(a)(1)(B) of the Federal Trade Commission Act  
22 (15 U.S.C. 57a(a)(1)(B)).

23 (b) ACTIONS BY COMMISSION.—The Commission  
24 shall enforce subsection (a) in the same manner, by the  
25 same means, and with the same jurisdiction, powers, and

1 duties as though all applicable terms and provisions of the  
2 Federal Trade Commission Act (15 U.S.C. 41 et seq.)  
3 were incorporated into and made a part of this section,  
4 and any person that commits a violation described in sub-  
5 section (a) shall be subject to the penalties and entitled  
6 to the privileges and immunities provided in the Federal  
7 Trade Commission Act.

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

9 Each association or conference shall establish and en-  
10 force rules, consistent with this Act and the rules of the  
11 USIAC, under which the association or conference shall—

12 (1) declare ineligible for competition a student  
13 athlete if—

14 (A) the student athlete violates section  
15 102(d)(4)(A) (relating to the disclosure of an  
16 agency contract) or any rule of the USIAC re-  
17 lating to such section;

18 (B) the student athlete or the covered  
19 agent of the student athlete violates section  
20 102(d)(4)(B) (relating to the disclosure of an  
21 NIL agreement) or any rule of the USIAC re-  
22 lating to such section; or

23 (C) the student athlete or the covered  
24 agent of the student athlete violates section  
25 102(e)(1) (relating to disclosure of the amount

1 of covered compensation associated with an  
2 NIL agreement) or any rule of the USIAC re-  
3 lating to such section; and

4 (2) withhold 1 or more revenue distributions  
5 from an institution that violates section 101 or 102  
6 or any rule of the USIAC.

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

8 (a) IN GENERAL.—No State or political subdivision  
9 of a State may establish or continue in effect any law,  
10 regulation, rule, requirement, or standard that governs or  
11 regulates the compensation or publicity rights of student  
12 athletes, including any provision that governs or regulates  
13 the commercial use of the NIL of a student athlete.

14 (b) RULE OF CONSTRUCTION.—Nothing in sub-  
15 section (a) may be construed to affect any law, regulation,  
16 rule, requirement, or standard of a State or political sub-  
17 division of a State that governs or regulates athlete agents  
18 or agency contracts.

19 **TITLE II—PROTECTIONS FOR IN-**  
20 **STITUTIONS, ASSOCIATIONS,**  
21 **AND CONFERENCES**

22 **SEC. 201. LIMITATION OF LIABILITY.**

23 In the case of an institution, a conference, or an asso-  
24 ciation that takes an action in compliance with this Act  
25 and the rules of the USIAC based on a referral from the

1 USIAC, the institution, conference, or association is not  
2 subject to liability for such action under—

3 (1) any Federal or State statute relating to  
4 trade or competition; or

5 (2) any Federal or State statute relating to  
6 tortious interference based on concepts of unfair  
7 competition.

8 **TITLE III—INSTITUTIONS OF**  
9 **HIGHER EDUCATION**

10 **SEC. 301. RELATIONSHIP BETWEEN INSTITUTIONS OF**  
11 **HIGHER EDUCATION AND STUDENT ATH-**  
12 **LETES.**

13 (a) AMENDMENT.—Section 487(a) of the Higher  
14 Education Act of 1965 (20 U.S.C. 1094(a)) is amended  
15 by adding at the end the following:

16 “(30) In the case of an institution that has a  
17 student attending the institution who is an athlete,  
18 such institution will not—

19 “(A) prohibit such student from entering  
20 into an NIL agreement (as defined in section 2  
21 of the FAIR College Sports Act) or an agency  
22 contract (as defined in such section), including  
23 through a rule, standard, or policy that affects  
24 the eligibility of such student to receive athlet-

1           ically related student aid (as defined in section  
2           485(e) of this Act); or

3           “(B) violate section 101 or 102 of the  
4           FAIR College Sports Act or any rule adopted  
5           by the United States Intercollegiate Athletics  
6           Committee under such Act.”.

7           (b) EDUCATIONAL RESOURCES.—An institution shall  
8           make available to each student athlete attending the insti-  
9           tution financial counseling and educational resources with  
10          respect to earning and effectively managing covered com-  
11          pensation provided in exchange for the use of the name,  
12          image, or likeness of the student athlete.

13          (c) EMPLOYMENT STANDINGS.—Notwithstanding  
14          any other provision of Federal or State law, a student ath-  
15          lete may not be considered an employee of an institution,  
16          a conference, or an association based on the participation  
17          of the student athlete in a varsity intercollegiate athletics  
18          program or a varsity intercollegiate athletics competition.