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.

IN THE HOUSE OF REPRESENTATIVES

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

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”.

January 8, 2024 (9:35 a.m.)
SEC. 2. DEFINITIONS.

In this Act:

(1) AGENCY ACTIVITY.—The term “agency activity” means the following:

(A) Direct or indirect recruitment or solicitation of a student athlete with respect to entry into an agency contract.

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

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

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

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

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

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

(ii) serving the student athlete in an advisory capacity on a matter related to fi-
(iii) managing the business affairs of the student athlete by providing assistance with bills, payments, contracts, or taxes.

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

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

(A) has multiple conferences and institutions as members;

(B) arranges championships for varsity intercollegiate athletics programs;

(C) sets rules for varsity intercollegiate athletics programs;

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

(E) is not a conference.

(4) BOOSTER.—The term “booster” means an individual or entity that, with respect to an institution, directly or indirectly (including through the institution, through another individual or entity, or by

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

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

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

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

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

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

(F) Assisting in providing benefits to stu-
dent athletes of the institution or the families
of such student athletes.
(G) Otherwise promoting athletics at the institution.

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

(A) includes 1 or more boosters; and

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

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

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

(A) has multiple institutions as members;

(B) sets rules for varsity intercollegiate athletics competitions;

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

(D) is not an association.

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

(A) has registered with the USIAC as an agent under section 102; and
(B) whose registration has not lapsed, expired, or been revoked.

(9) COVERED COMPENSATION.—

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

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

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

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

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

(i) Grant-in-aid.

(ii) Funds from a student assistance fund or an academic enhancement fund administered by a national governing body.
and provided without regard to institution
attended to assist student athletes in meet-
ing financial needs, to improve the welfare
of student athletes, to provide academic
support for student athletes, or to recog-
nize the academic achievement of student
athletes, including by providing—

(I) postgraduate scholarships;

(II) school supplies; or

(III) payments or benefits inci-
dental to participation in varsity
intercollegiate athletics programs, to
be determined under the rules of the
USIAC, which shall include, at a min-
imum, loss-of-value insurance pre-
miums, travel expenses, clothing, mag-
azine subscriptions, and the National
 Collegiate Athletic Association cost-of-
attendance stipend.

(iii) Awards for participation or
achievement in athletics that various stu-
dent athletes or varsity intercollegiate ath-
etics programs are eligible to earn, includ-
ing awards for qualifying for a bowl game
or performance in the Olympics.
(iv) Awards to assist future educational opportunities.

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

(vi) Amounts (including reimbursements) for expenses related to meals, lodging, child care, emergency family expenses, transportation, and other expenses incidental to participation in a varsity intercollegiate athletics program, provided that such amounts may not constitute payment for engaging in a varsity intercollegiate athletics program and must be available based on uniform standards applicable to all student athletes in an association.

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

(viii) Hourly wages and benefits for work performed outside of participation in a varsity intercollegiate athletics program at a rate commensurate with the prevailing
rate in the relevant State or locality for similar work.

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

(A) tuition, room, board, books, fees, and personal expenses paid or provided by an institution up to the full cost of attendance (as defined in section 472 of the Higher Education Act of 1965 (20 U.S.C. 1087ll)) of a student to attend the institution;

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

(C) health insurance and the costs of health care wholly or partly funded by an association, a conference, or an institution;

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

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

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

(B) EXCLUSION.—Notwithstanding subparagraph (A), the term “image” does not include a photograph, picture, video, or other visual depiction of a student athlete that is authorized and created by the institution of the student athlete for a purpose relating to the administrative, academic, or athletic functions of the institution.

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

(13) LIKENESS.—

(A) IN GENERAL.—The term “likeness” means, with respect to a student athlete, any depiction or representation, whether physical, digital, or otherwise, regardless of how created, sufficient to identify the student athlete.
(B) **EXCLUSION.**—Notwithstanding sub-
paragraph (A), the term “likeness” does not in-
clude a depiction or representation, whether
physical, digital, or otherwise, sufficient to iden-
tify a student athlete that is authorized and
created by the institution of the student athlete
for a purpose relating to the administrative,
academic, or athletic functions of the institu-
tion.

(14) **NAME.**—

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

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

(15) **NAME, IMAGE, AND LIKENESS AGRE-
MENT; NIL AGREEMENT.**—The terms “name, image,
and likeness agreement” and “NIL agreement” mean a contract or similar arrangement between a student athlete and another individual or entity regarding the use of the name, image, or likeness of the student athlete.

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

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

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

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

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

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

(20) THIRD PARTY.—
(A) IN GENERAL.—The term “third party” means an individual or entity that—

(i) is a booster; or

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

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

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

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

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

(24) VARSITY INTERCOLLEGIATE ATHLETICS PROGRAM.—The term “varsity intercollegiate athletics program” means a team or other program unit of an institution participating in a sport—
(A) played at the intercollegiate level;

(B) administered by an athletic department; and

(C) for which eligibility requirements for participation by student athletes are established by an association.

TITLE I—COLLEGIATE ATHLETES NIL RIGHTS

SEC. 101. PROTECTION OF STUDENT ATHLETE RIGHTS.

(a) In general.—Except as provided in this Act, no association, conference, or institution may adopt or maintain a contract, rule, regulation, standard, or other requirement that prevents or restricts, including through the revocation or conditioning of an athletic scholarship, a student athlete from—

(1) earning covered compensation for the use of the name, image, or likeness of the student athlete; or

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

(b) Rescission of Certain NIL Agreements.—

(1) In general.—With respect to a student athlete who no longer participates in a varsity intercollegiate athletics program as a result of a deter-
mination of ineligibility by an association, the athlete may rescind an NIL agreement of the athlete, entered into during the period the athlete was a student athlete and with a remaining term of more than 1 year—

(A) without being held liable for breach;

and

(B) with no obligation to return covered compensation received under the agreement before the athlete provided notice of the rescission.

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

(c) RESTRICTED AGENCY ACTIVITY.—

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

(2) EXCEPTIONS.—With respect to a student athlete, paragraph (1) does not apply to the following:

(A) A spouse, parent, sibling, grandparent, or guardian of the student athlete.
(B) Legal counsel working with the student athlete for a purpose other than that of representative agency.

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

(3) Timing.—A covered agent may not carry out agency activity with respect to or enter into an agency contract with a student athlete until the date that is 45 days after the first date on which the student athlete—

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

(B) has—

(i) completed the registration requirements (other than the payment of tuition and fees) with respect to any institution; or

(ii) been admitted into an educational program of any institution offered predominantly by correspondence and has submitted one lesson, completed by the student athlete after acceptance for enroll-
ment and without the help of a representative of the institution.

(d) Restricted Third Party and Collective Activity.—

(1) In general.—A third party or collective may pay, provide, or facilitate the provision of covered compensation to a student athlete, or another individual or entity on behalf of the student athlete, only if—

(A) the third party or collective is registered with the USIAC under section 102; and

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

(2) Timing.—A third party or collective may not enter into an NIL agreement with a student athlete or a covered agent working on behalf of a student athlete until the date that is 90 days after the first date on which the student athlete—

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

(B) has—

(i) completed the registration requirements (other than the payment of tuition
and fees) with respect to any institution;

or

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

(c) Restricted Association, Conference, and
Institution Activity.—

(1) Payments to Student Athletes and
Prospective Student Athletes.—

(A) In General.—No association, con-
ference, or institution may enter into an NIL
agreement with or otherwise pay, provide, or fa-
cilitate the provision of covered compensation to
a student athlete or a prospective student ath-
lete.

(B) Rule of Construction.—Subpara-
graph (A) may not be construed to prohibit an
association, a conference, or an institution from
providing educational instruction to a student
athlete, including instruction related to fi-
nances, business, or career management.
(2) PAYMENTS TO FAMILIES.—An institution may not pay, provide, or facilitate the provision of covered compensation to the family of a student athlete or the family of a prospective student athlete.

(f) CERTAIN PROHIBITED AGREEMENTS.—

   (1) PROHIBITIONS FOR STUDENT ATHLETES.—

   An association, a conference, or an institution may prohibit a student athlete from entering into an NIL agreement related to promotion of—

   (A) gambling;

   (B) tobacco products;

   (C) vaping or e-cigarette products;

   (D) alcohol products;

   (E) controlled substances;

   (F) lewd and lascivious behavior or material; or

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

(2) PROHIBITIONS FOR ASSOCIATIONS, CONFERENCES, AND INSTITUTIONS.—If an association, a conference, or an institution establishes a prohibition under paragraph (1), the association, conference, or institution may not enter into or maintain a spon-
sorship or endorsement related to promotion of the
category of product or service described in such
paragraph that is the subject of such prohibition.

(g) Limitation on Endorsement Activities.—An
association, a conference, or an institution may reasonably
limit the activities of a student athlete related to an NIL
agreement of the student athlete—

(1) during required athletic activities; and

(2) on campus locations.

(h) Prohibition on Inducements.—A third party
or collective may not, directly or indirectly, provide covered
compensation (or make promises or indications of covered
compensation to be provided in the future) as an induce-
ment for a student athlete or a prospective student athlete
to enroll in, transfer to, or leave a specific institution.

(i) Prohibition on Tampering.—A third party or
collective may not, directly or indirectly, provide covered
compensation (or make promises or indications of covered
compensation to be provided in the future) to a student
athlete, or another individual or entity on behalf of the
student athlete—

(1) enrolled at an institution with respect to
which the third party or collective is not affiliated
under the registration of the third party or collective
with the USIAC under section 102; or
(2) who is in the transfer portal.

(j) **Prohibition on Performance Inducements.**

(1) **In general.**—No covered agent, third party, or collective may provide covered compensation for or enter into an NIL agreement that requires or provides incentives with respect to on-field or in-competition actions, promotions, or performance.

(2) **Prior Recordings.**—Commercials or announcements recorded prior to a competition and aired during the competition are not considered in-competition promotion for the purposes of this subsection.

(k) **Requirements or Restrictions on the Use of Trademarks.**—An association, a conference, or an institution may establish reasonable requirements for or restrictions on the use of the trademarks of the association, conference, or institution with respect to the NIL agreements of student athletes, including standard royalties to be paid to the association, conference, or institution for the use of such trademarks.
SEC. 102. UNITED STATES INTERCOLLEGIATE ATHLETICS COMMITTEE.

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

(b) Organization.—

(1) Board of Directors.—

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

(i) Representatives of student athletes, or of student athletes who competed in a varsity intercollegiate athletics competition within the previous 4 years before the date on which the appointment is made, enrolled at institutions of various sizes and geographical locations.

(ii) Representatives of athletics directors at institutions of various sizes and geographical locations.

(iii) Representatives of conferences of various sizes and geographical locations.
(iv) Representatives of institutions of various sizes and geographical locations.

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

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


(viii) Representatives of all divisions of varsity intercollegiate athletics programs.

(ix) Individuals—

(I) with expertise in corporate governance; and

(II) who are not affiliated with any association, conference, or institution.

(B) APPOINTMENT.—

(i) IN GENERAL.—Members of the Board shall be initially appointed as follows:
(I) 1 member by the Speaker of the House of Representatives for an initial term of 7 years.

(II) 1 member by the Majority Leader of the House of Representatives for an initial term of 5 years.

(III) 1 member by the Minority Leader of the House of Representatives for an initial term of 1 year.

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

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

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

(VII) 4 members by the Ranking Member of the Committee on Commerce, Science, and Transportation of the Senate for initial terms of 6, 3, 3, and 2 years.
(VIII) 4 members by the Chair of the Committee on Energy and Commerce of the House of Representatives for initial terms of 7, 5, 4, and 1 years.

(IX) 4 members by the Ranking Member of the Committee on Energy and Commerce of the House of Representatives for initial terms of 6, 4, 2, and 2 years.

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

(iii) DEADLINE FOR INITIAL APPOINTMENTS.—Members of the Board shall be appointed not later than 1 year after the date of the enactment of this Act.

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

(D) ASSOCIATION.—The President of the National Collegiate Athletic Association or the
designated representative of such President shall be a permanent, nonvoting member of the Board. The President or the designated representative of such President may not be elected as the Chair of the Board or designated as the Secretary of the Board.

(E) Vacancies.—Any member of the Board appointed to fill a vacancy occurring before the expiration of the term for which the predecessor was appointed shall be appointed only for the remainder of such term. A member of the Board may continue to serve after the expiration of the term of the member until a successor has taken office, except that the member may not so continue to serve more than 1 year after the date on which the term of the member would otherwise expire.

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

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

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

(A) the administrative structure and employees of the USIAC;

(B) the establishment of advisory councils;

(C) termination of membership on the Board; and

(D) any other matter the Board considers necessary.

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

(6) APPEALS STANDING COMMITTEE.—

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

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

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

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

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

(A) A third party.

(B) A covered agent.

(C) A collective.

c USIAC REGISTRATION.—

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

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

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

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

(C) Whether conduct of the applicant has caused—

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

(ii) an institution to be sanctioned; or

(iii) the applicant to be convicted of fraud.

(D) Whether the applicant has been sued for, or settled any claim alleging, breach of contract or breach of any fiduciary duty.
(3) Third Parties.—An individual or entity that applies for registration as a third party shall submit an application for registration to the USIAC in a form prescribed by USIAC. The application shall be signed under penalty of perjury by the applicant or an authorized representative of the applicant and include the following:

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

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

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

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

(E) Each institution with which the applicant is affiliated.

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

(G) The name of each individual entitled to a share of profits, income, receipts, or other funds of the applicant.
(H) The name of any individual who directly or indirectly holds an equity interest of at least 5 percent in the applicant.

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

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

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

(ii) an institution to be sanctioned; or

(iii) the applicant to be convicted of fraud.

(K) Whether a registration as a third party with the USIAC of the applicant or an individual named under subparagraph (G) has been denied, suspended, abandoned, or not renewed.

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

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

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

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

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

(E) Each institution with which the applicant is affiliated.

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

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

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

(ii) an institution to be sanctioned; or

(iii) the applicant to be convicted of fraud.

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

(d) USIAC AGREEMENTS AND CONTRACTS DISCLOSURES.—

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

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

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

(C) If applicable, the name and contact information of the student athlete’s covered agent.
(D) A copy of the NIL agreement.

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

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

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

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

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

(D) A copy of the NIL agreement.

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

(3) COVERED AGENT.—
(A) AFFIDAVIT OF COMPLIANCE.—A covered agent shall attest to the USIAC, under penalty of perjury, that the covered agent is in compliance with each relevant State authority and regulation regarding athlete agents and agency contracts for the State in which each student athlete with whom the covered agent enters into an agency contract with is based. If the State in which a student athlete is based does not have an agent certification process, registration with the USIAC shall be considered sufficient to meet the requirements of this subparagraph.

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

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

(ii) The name and institution of each student athlete on behalf of which the agent operates.
(iii) A copy of the agency contract.

(4) STUDENT ATHLETE.—

(A) Disclosure required for agency contract.—A student athlete that enters into an agency contract with a covered agent shall, within 30 days after the date on which the agency contract is entered into, disclose to the USIAC the following:

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

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

(iii) A copy of the agency contract.

(B) Disclosure required for NIL agreement.—A student athlete or the covered agent of the student athlete that enters into an NIL agreement with a third party or collective shall, within 30 days after the date on which the agreement is entered into, disclose to the USIAC the following:

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

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

(iii) A copy of the NIL agreement.

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

(I) the varsity intercollegiate athletics program of the student athlete;

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

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

(e) Disclosures relating to payment of covered compensation.—

(1) Student athletes.—For a student athlete that entered into an NIL agreement, not less than quarterly, the student athlete or the covered agent of the student athlete shall report to the USIAC the following:

(A) The amount of covered compensation received in the previous reporting period.
(B) An identification of the previously disclosed NIL agreement with which the covered compensation is associated.

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

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

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

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

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

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

(f) DUTIES.—

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

(2) PROCEDURES.—The USIAC—

(A) shall—

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

(ii) foster cooperation and coordination with parties engaged in NIL agreements;

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

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

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

(B) may not—

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

(ii) fix student athlete compensation;

or

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

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

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

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

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

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

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

(A) ESTABLISHMENT AND MAINTENANCE OF A SYSTEM TO RESPOND TO REGISTRATION
AND INQUIRIES.—Not later than 6 months after the date on which the Board is established, the USIAC shall establish and maintain the following:

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

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

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

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

(C) PROCESS FOR DISPUTED INFORMATION.—The USIAC shall adopt rules establishing a process for disputing the accuracy of information provided in response to an inquiry under this paragraph.
(g) **PUBLIC DATABASE.**—The USIAC shall make available to the public on an internet website of the USIAC, which includes an application interface, information with respect to the previous quarter that includes the following:

1. The total number of student athletes who have entered into NIL agreements.
2. The total amount of covered compensation earned by student athletes under NIL agreements, disaggregated by division and by conference.
3. The average amount of covered compensation earned by student athletes under NIL agreements, disaggregated by sports program.
4. A disaggregated and deidentified description of each NIL agreement entered into, including—
   1. the terms and conditions of the NIL agreement;
   2. the amount of covered compensation received under the NIL agreement within a range, with increments to be determined by the USIAC;
   3. the requirements of the student athlete for receiving such covered compensation;
   4. the dates for which the NIL agreement is in effect; and
(E) each varsity intercollegiate athletics program in which the student athlete participates.

(5) Any other data, data analysis, or information the USIAC considers to be helpful to a student athlete in evaluating covered agents and NIL agreements, and the fair market value of the NIL of the student athlete.

(6) A list of individuals—

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

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

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

(h) FUNDING.—

(1) IN GENERAL.—The rules of the USIAC shall provide for the equitable allocation of reasonable dues, fees, and other charges among registrants and other persons using any facility or system that the USIAC operates or controls.
(2) Borrowing.—The USIAC may borrow funds toward the funding of its operations.

(i) Tip Line.—Not later than 6 months after the date on which the initial members of the Board are appointed, the USIAC shall establish a public facing website to facilitate the reporting of alleged NIL agreement violations.

(j) Enforcement.—

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

(2) Discipline of Registrants.—

(A) Discipline.—

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

(ii) **Statement.**—A determination by the USIAC to impose discipline in a proceeding under clause (i) shall include a statement setting forth—

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

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

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

(B) **Denial or Revocation of Registration.**—

(i) **Notification.**—In any proceeding by the USIAC to determine wheth-
or a person shall be denied, barred from, prohibited, or limited in registration or have the registration of the person revoked, the USIAC shall—

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

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

(III) maintain a record of the proceeding.

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

(3) DENIAL OR REVOCATION OF REGISTRATION.—

(A) IN GENERAL.—The USIAC, in compliance with the rules of the USIAC, shall have the authority to deny, revoke, bar, prohibit, and limit the registration of persons the USIAC de-
termines to be in violation of the rules of the USIAC.

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

(4) FAILURE OF STUDENT ATHLETE TO DISCLOSE AGENCY CONTRACT, NIL AGREEMENT, OR COVERED COMPENSATION.—

(A) IN GENERAL.—The USIAC shall refer any violation described in subparagraph (B) with respect to a student athlete to an association or conference for eligibility restrictions on the student athlete, as provided in section 105(1).

(B) VIOLATIONS DESCRIBED.—The violations described in this subparagraph are, with respect to a student athlete, the following:

(i) A violation by the student athlete of subsection (d)(4)(A) (relating to the disclosure of an agency contract) or any rule of the USIAC relating to such subsection.

(ii) A violation by the student athlete or the covered agent of the student athlete
of subsection (d)(4)(B) (relating to the disclosure of an NIL agreement) or any rule of the USIAC relating to such subsection.

(iii) A violation by the student athlete or the covered agent of the student athlete of subsection (e)(1) (relating to quarterly disclosure of the amount of covered compensation associated with an NIL agreement) or any rule of the USIAC relating to such subsection.

(k) GUIDANCE.—Not later than 6 months after the date on which the initial members of the Board are appointed, the USIAC shall develop and publish on a publicly available internet website of the USIAC guidance that includes the following:

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

2. Information concerning the implications of provisions of NIL agreements that restrict the choice of a student athlete or bind the student athlete to long-term arrangements.

3. A recommended or standard NIL agreement.
(4) A standard affidavit for covered agents, third parties, and collectives.

(5) A recommended or standard curriculum for institutions to use as educational resources for student athletes with respect to earning and effectively managing covered compensation provided in exchange for the use of the NIL of the student athlete.

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

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

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

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

(n) SAFE HARBOR.—An action may not be taken by the Commission against a person with an active registration with the USIAC for a violation of this Act.
(o) LIMITATION ON LIABILITY.—The USIAC shall not be liable for any action taken or omitted in good faith in compliance with this Act.

(p) SUNSET.—The USIAC established under this section shall terminate on the date that is 7 years after the date of the enactment of this Act.

SEC. 103. FEDERAL TRADE COMMISSION OVERSIGHT.

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

(b) PUBLICATION AND COMMENT.—

(1) IN GENERAL.—The Commission shall—

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

(B) provide an opportunity for public comment.

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

(c) DECISION ON PROPOSED RULE OR MODIFICATION TO A RULE.—
(1) **IN GENERAL.**—Not later than 60 days after
the date on which a proposed rule or modification is
published in the Federal Register, the Commission
shall approve or disapprove the proposed rule or
modification.

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

(A) this Act; and

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

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

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

(B) **RESUBMISSION.**—The USIAC may re-
submit for approval by the Commission a pro-
posed rule or modification that incorporates the
modifications recommended under subparagraph (A).

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

SEC. 104. ENFORCEMENT BY FEDERAL TRADE COMMISSION.

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

(b) ACTIONS BY COMMISSION.—The Commission shall enforce subsection (a) in the same manner, by the same means, and with the same jurisdiction, powers, and
duties as though all applicable terms and provisions of the Federal Trade Commission Act (15 U.S.C. 41 et seq.) were incorporated into and made a part of this section, and any person that commits a violation described in subsection (a) shall be subject to the penalties and entitled to the privileges and immunities provided in the Federal Trade Commission Act.

SEC. 105. ROLE OF ASSOCIATIONS AND CONFERENCES.

Each association or conference shall establish and enforce rules, consistent with this Act and the rules of the USIAC, under which the association or conference shall—

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

(A) the student athlete violates section 102(d)(4)(A) (relating to the disclosure of an agency contract) or any rule of the USIAC relating to such section;

(B) the student athlete or the covered agent of the student athlete violates section 102(d)(4)(B) (relating to the disclosure of an NIL agreement) or any rule of the USIAC relating to such section; or

(C) the student athlete or the covered agent of the student athlete violates section 102(e)(1) (relating to disclosure of the amount
of covered compensation associated with an NIL agreement) or any rule of the USIAC relating to such section; and

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

SEC. 106. RELATIONSHIP TO STATE LAWS.

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

(b) RULE OF CONSTRUCTION.—Nothing in subsection (a) may be construed to affect any law, regulation, rule, requirement, or standard of a State or political subdivision of a State that governs or regulates athlete agents or agency contracts.

TITLE II—PROTECTIONS FOR INSTITUTIONS, ASSOCIATIONS, AND CONFERENCES

SEC. 201. LIMITATION OF LIABILITY.

In the case of an institution, a conference, or an association that takes an action in compliance with this Act and the rules of the USIAC based on a referral from the
USIAC, the institution, conference, or association is not subject to liability for such action under—

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

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

**TITLE III—INSTITUTIONS OF HIGHER EDUCATION**

**SEC. 301. RELATIONSHIP BETWEEN INSTITUTIONS OF HIGHER EDUCATION AND STUDENT ATHLETES.**

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

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

“(A) prohibit such student from entering into an NIL agreement (as defined in section 2 of the FAIR College Sports Act) or an agency contract (as defined in such section), including through a rule, standard, or policy that affects the eligibility of such student to receive athlet-
ically related student aid (as defined in section 485(e) of this Act); or

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

(b) EDUCATIONAL RESOURCES.—An institution shall make available to each student athlete attending the institution financial counseling and educational resources with respect to earning and effectively managing covered compensation provided in exchange for the use of the name, image, or likeness of the student athlete.

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