



NIL & Personal Branding Activity (PBA) – FAQ

What are Personal Branding Activities (PBA)?

Personal Branding Activity (PBA), as defined by MHSAA Regulation I-Section 11, is another term for describing the MHSAA's **name, image, and likeness** (NIL) rule. A student-athlete can earn compensation through personal branding, including endorsements, appearances, social media promotions, and other similar activities. To put it simply, students are allowed to earn compensation from PBA, which are individual opportunities for individual students.

Are Michigan high school student-athletes allowed to earn money through PBA?

Yes. MHSAA regulations now permit high school student-athletes to earn compensation for their PBA, provided all activities comply with MHSAA rules and applicable laws.

Does earning PBA compensation affect a student's amateur status or eligibility?

No, as long as PBA activities follow MHSAA regulations. Student-athletes may not receive payment for athletic performance, statistics, awards, or participation itself, and PBA activities can never be used as an inducement or factor to enroll at a school, remain at a school, or transfer to a different school.

What types of PBA activities are allowed?

Permitted activities may include, but are not limited to:

- Social media endorsements or promotions.
- Personal appearances, photo sessions or autograph signings.
- Camps, clinics, or private lessons.
- Modeling, advertising, merchandise, sports cards or apparel sales.
- Use of a student's name, image or personal branding in marketing materials (e.g. personal logos).

All activities must be consistent with MHSAA rules and school policies.

Are there any restrictions on PBA deals?

Yes. PBA agreements may not:

- Be contingent on athletic performance, awards/recognition, team participation/membership or competition outcomes.
- Involve school, conference, or MHSAA names, logos, mascots, trademarks, or other obvious identifiers of schools, conferences, or the MHSAA, including uniforms, facilities, nicknames, property, websites, and social media accounts of each.
- Occur during school attendance, or while participating in any MHSAA event, including any practice, meeting, game, or tournament.
- Be connected directly or indirectly to any associated entity (e.g. collective or school-connected booster, foundation, or support) or associated individual with a school (e.g. employee, board member, booster, donor, coach, alumni, owner or representative. A licensed sports agent, financial advisor, or attorney who does not fall within the definition of "Associated Entity or Individual" above may serve as a student-athlete's agent or representative in connection with PBA opportunities, subject to applicable laws. The full definition can be [found here](#).
- PBA associated with products, services, individuals, companies, or industries deemed inappropriate, unsafe, or inconsistent with the values and goals of interscholastic athletics as

determined by the MHSAA, within its sole discretion. This includes, but is not limited to, gaming or gambling, alcoholic beverages, tobacco, cannabis, banned or illegal substances (including performance-enhancing substances), sexually explicit content, firearms or weapons, or any other category the MHSAA determines to be unsuitable or inappropriate.

Can anyone connected to a school or athletic program directly or indirectly arrange PBA deals for students?

Never. Schools, coaches, and school employees may not solicit, arrange, negotiate, or promote PBA opportunities on behalf of student-athletes. PBA activities must be initiated and managed independently by the student-athlete and their families, without any connection to a school. Violations of this provision would make the student ineligible for athletics, and if a member school violates this regulation, the MHSAA membership status of the school could be suspended or rescinded.

Do students need to disclose PBA activities?

Yes. Student-athletes are required to disclose PBA agreements to the MHSAA by submitting this [Disclosure Form](#) within seven (7) business days of any PBA agreement, contract or opportunity being finalized.

Can a student-athlete use their school name, logos, mascots, trademarks or other obvious identifiers, uniforms or school facilities/property in a PBA activity?

Never. PBA opportunities must be secured and managed independently by the student-athlete and their families, without any connection to a school or its personnel.

Are there limits on how much money a student-athlete can earn?

No. There is no set limit on PBA compensation, provided the agreement reflects fair market value and complies with MHSAA regulations and all applicable laws. Students must report and disclose all PBA activities, for any value, to the MHSAA.

Can PBA opportunities impact team participation or playing time?

No. Participation, playing time, and team roles may not be influenced by a student-athlete's PBA activities or compensation.

Who is responsible for taxes and legal considerations related to PBA income?

The student-athlete/parent/guardian is responsible for any and all student employment responsibilities and documents, tax obligations with the IRS, and any other local, state, or federal law requirements associated with such PBA.

Who is responsible for college eligibility rules and issues related to PBA income?

The student-athlete/parent/guardian is responsible for determining what, if any, effect the PBA income may have on eligibility with the NCAA, NJCAA, and/or NAIA.

Where can students and parents find more information?

Students and parents should:

- Review the MHSAA NIL/PBA regulations; contact the MHSAA (PBA@mhsaa.com) with questions
- Consult their school's athletic administration

These FAQs are subject to change. If you have any additional questions about the PBA regulation, please contact the MHSAA.