



Name, Image and Likeness / Personal Branding Modification to the MHSAA Handbook

Regulation I, Section 11 C, Interpretations 150-154

SECTION 11—AMATEUR STATUS/AWARDS

SECTION 11 (C) **New**- This policy, including Interpretations 150-154, governs student-athletes engaging in commercial activities using their personal branding ability. A student may earn compensation through that student's **personal branding activity** (e.g. use of student's name, image and likeness).

Permissible personal branding activity (PBA) is any situation where a student-athlete promotes or endorses a product or service in exchange for current or prospective fee(s), money, payments, compensation, income, or other thing(s) of value (collectively, "PBA compensation"), regardless of whether the activities relate to athletics, except for the limitations set forth below.

PBA is subject to the following limitations:

- The student-athlete shall not use the name, logos, mascots, trademarks, or other obvious identifiers of any MHSAA member school or the MHSAA in association with receiving PBA compensation or imply that any member school approves of or endorses the PBA.
- The student-athlete shall not use any MHSAA member school's facilities or property in association with receiving PBA compensation.
- "Pay for play" (receiving current or prospective fee(s), money, payments, compensation, income, or other thing(s) of value from any source simply for being a student-athlete, or due to performance, at any particular MHSAA member school) and improper recruiting inducements, including by or through an Associated Entity or Individual, as defined below, remain prohibited.
 - PBA compensation shall not be contingent on specific athletic performance or achievement (e.g., financial incentives based on points scored or competition outcomes).
 - PBA compensation shall not be provided as an inducement to attend a particular school or to remain enrolled at a particular school, as this is Undue Influence, as defined in Regulation I, Section 10.
 - PBA compensation shall not be provided, facilitated, or arranged, directly or indirectly, by an MHSAA member school or "Associated Entity or Individual," as defined below.
- The student-athlete may not engage in PBA during school attendance, or while participating in any MHSAA event, including any practice, scrimmage, meeting, game, or tournament.

- The student may not engage in any 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.
- The student-athlete/parent/guardian is responsible for determining what, if any effect, the PBA may have on eligibility with the NCAA, NJCAA, and/or NAIA. The student-athlete/parent/guardian is also 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.

In addition to complying with this policy, student-athletes who engage in PBA must also comply with all other applicable MHSAA regulations, and any applicable school policies.

Associated Entity or Individual

An Associated Entity or Individual includes:

1. An entity or organization that is or was known (or should have been known) to any MHSAA member school or student-athlete/parent/guardian to exist in significant part for the purpose of (i) promoting or supporting a particular member school's athletics program or student-athletes and/or (ii) creating or identifying PBA opportunities solely for a particular member school's student-athletes. This includes, but is not limited to, any collective, booster club, alumni group, foundation, or other independent organization or group;
2. An individual who is or was a member, employee, director, board member, owner, representative, or agent of a member school or an entity as described in subsection 1 above;
3. An individual who directly or indirectly has contributed more than \$10,000 in value in the aggregate to a particular member school or entity described in subsection 1 above within the preceding four years;
4. An individual who has been directed or requested by a member school's staff member, employee, representative, or agent to assist, directly or indirectly, in the recruitment or retention or acquisition of PBA opportunities for a student-athlete of the member school; or
5. Any entity or organization owned, controlled, or operated by or otherwise affiliated with the individuals or entities described herein.

An Associated Entity or Individual working on behalf of, in conjunction with, or for the benefit of an MHSAA member school, or directly with a student-athlete to compensate a student athlete: (1) with PBA opportunities; (2) for participation on a member school team; (3) for attendance at a member school; or (4) for performance within an MHSAA sport is prohibited. Any such involvement by an Associated Entity or Individual will jeopardize the interscholastic

eligibility of student-athletes involved as well as the MHSAA membership status of that member school.

150. Subject to the conditions set forth in Section 11(C), a student-athlete may earn compensation from the **individual** use of their personal PBA. PBA includes activities such as commercials, product endorsements, personal appearances, autograph or photo sessions, merchandise or apparel sales, group licensing, or acting as a social media influencer. All other PBA is prohibited, unless expressly authorized by the MHSAA.

151. Activities permitted by Interpretation 150 must be individual opportunities for individual student-athletes. An Associated Entity or Individual, directly or indirectly associated with a member school, shall never identify or otherwise assist with PBA opportunities with a third party, serve as a student-athlete's agent or representative, receive compensation from the third party for facilitating or enabling PBA opportunities for a student-athlete, or participate in any meeting or conversation at which a contract for compensation for a student's PBA is negotiated or completed between a student-athlete and a third party.

152. 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, so long as the provision of these services was not provided or promised in consideration of an individual's athletic participation for a specific member school.

153. Any verbal or written opportunity or contract for PBA compensation must be disclosed to the student-athlete's member school and the MHSAA in writing for review and approval by submitting the required online form at MHSAA.com/NIL. If a conflict with, or potential violation of, Section 11(C) and related Interpretations, is identified by the MHSAA, that determination will be communicated in writing to the student and member school, including with any suggested revisions to the PBA arrangement that may need to be made to remain compliant and eligible.

154. Nothing in Section 11(C) or the related Interpretations prohibits any MHSAA member school from having stricter rules regarding a student-athlete's PBA in connection with eligibility to participate in MHSAA interscholastic athletics.

Approved by Representative Council 1/23/26