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A Practical Playbook for Brands Getting into the College Athlete NIL Game

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Everybody loves college sports! Yet for many companies, a partnership with a student-athlete is new territory. The rules have changed dramatically over the past several years, and the college name-image-likeness (NIL) landscape continues to evolve. Before inking the first college athlete deal, your brand should understand the history of NIL, current procedural requirements, and how to structure a deal that delivers marketing value without creating unnecessary risk.

How Did NIL Become Legal?

For decades, the NCAA maintained that college athletes should remain amateurs and barred them from receiving compensation connected to their athletic fame.

That model began to unravel through a series of antitrust challenges. The first major crack appeared in *O'Bannon v. NCAA*, 802 F.3d 1049 (9th Cir. 2015), where former UCLA basketball player Ed O'Bannon challenged NCAA rules that prevented athletes from receiving compensation for the use of their names, images, and likenesses. The litigation established that NCAA amateurism rules were not immune from antitrust scrutiny and helped launch the broader conversation about athlete compensation.

The momentum continued in *NCAA v. Alston*, 594 U.S. 69 (2021), where the Supreme Court unanimously held that the NCAA could not limit certain education-related benefits provided to student-athletes. Although the case did not directly answer every NIL question, it significantly weakened the NCAA's reliance on amateurism as a defense to compensation restrictions.

In July 2021, the NCAA adopted an interim policy allowing student-athletes to profit from their name, image, and likeness, provided that the activity complied with applicable state law. For the first time, college athletes could enter endorsement deals, make sponsored social media posts, appear in advertising campaigns, and receive compensation for those activities.

The landscape shifted again with the settlement in *House v. NCAA* (Case No. 4:20-cv-03919 (N.D.Cal.), approved in 2025. In addition to permitting schools to directly share certain athletics revenue with athletes, the settlement created a new compensation framework and increased scrutiny of athlete NIL transactions.

Today, NIL deals are not only legal, but they are a routine part of college sports marketing. Brands ranging from national retailers to local businesses regularly engage student-athletes as endorsers, ambassadors, influencers, content creators, and event participants.

What Is Required Before a Brand Engages a College Athlete as an Endorser?

Although NIL opportunities are permitted, the compliance environment remains more complicated than traditional influencer marketing. A brand should build the following steps into its process.

1. Contract directly with the athlete

The cleanest structure is typically a direct agreement with the athlete and, when applicable, the athlete’s agent or representative. Brands can coordinate with a “collective” (aka booster) group at the university as well, but going direct is often preferred. The agreement should identify the services being provided, the compensation being paid, the campaign timeline, and the rights the brand is receiving.

2. Have a real business purpose

One of the biggest compliance themes in the post-*House* world is the requirement that NIL transactions have a legitimate commercial purpose. The agreement should look like a genuine marketing arrangement. The athlete should be promoting products, participating in appearances, creating content, licensing rights, or otherwise providing measurable marketing value. Compensation should be tied to those promotional services rather than athletic participation or team status.

3. Define deliverables clearly

The contract should specify exactly what the athlete is expected to do, such as social media posts, event appearances, photo or video content, product integrations, promotional campaigns, autograph sessions, or licensed use of the athlete’s name, image, likeness, voice, and signature. Vague obligations create both compliance and performance challenges. Specific deliverables make it easier to demonstrate the marketing value supporting the compensation.

4. Allow time for review

Under the current framework, certain NIL transactions may be subject to disclosure and review requirements. For example, third-party NIL deals for $600 and above need to be reported through NIL Go, which is designed to review issues such as fair market value, payor relationships, and business purpose. Brands should build sufficient lead time into campaign schedules because approval and review processes may take longer than traditional influencer engagements. The athlete – not the brand – submits to NIL Go for review, so the brand cedes some control and is at the mercy of a third party.

Best Practices for Engaging a Student-Athlete

For brands entering NIL for the first time, success often depends less on signing the biggest name and more on finding the right athlete and creating an authentic partnership for its brand.

Focus on brand fit

Audience size matters, but authenticity often matters more. A student-athlete who naturally aligns with the product category may generate stronger engagement than a higher-profile athlete with a less relevant audience. Brands should consider audience demographics, social media engagement, geography, values fit, prior endorsement history, and reputation or conduct concerns.

Understand university restrictions

Athletes may have obligations to their universities or athletic departments that affect endorsement opportunities. Certain schools may restrict sponsorships involving industries such as alcohol, gambling, cannabis, firearms, or other categories that conflict with institutional policies. Brands should confirm early that the proposed campaign is permissible under applicable school rules.

Treat like an influencer program

Many of the same lessons that apply to influencer marketing apply to NIL. Brands should establish content approval rights, FTC endorsement disclosure requirements, campaign timelines, usage rights, brand guidelines, social media standards, and escalation points. College athletes may be exceptional content creators, but many are participating in sophisticated commercial relationships for the first time. Clear expectations benefit everyone. So does monitoring. Brands should monitor for compliance and communicate any needed changes swiftly.

Critical Contract Clauses Brands Should Not Overlook

An NIL agreement should be more than a simple appearance contract. The following provisions are especially important.

Deliverables and content requirements

Precisely define what the athlete must create and when it must be delivered. Include posting schedules, content formats, appearance requirements, talking points, product restrictions, and approval processes.

Usage rights

Specify how the brand may use the athlete’s name, image, likeness, voice, video, and content. Address media channels, geography, term length, archival rights, organic and paid media, internal use, and whether the brand may edit, resize, repost, or boost content.

Compensation

Ensure payment reflects fair-market value and is tied to legitimate promotional services. Compensation should never be connected to enrollment decisions, recruiting commitments, transfer decisions, playing time, roster status, or athletic performance.

Endorsement compliance

Require clear and conspicuous disclosures for sponsored content, and confirm that the athlete understands when and how to disclose the material connection. Give examples, and monitor for compliance.

Exclusivity and conflicts

Define your exclusivity category and also address any third-party deals the athlete may have that could impact your arrangement. For example, if you are a quick-service restaurant that wants the athlete to interact with your exclusive soda brand, does the athlete have a deal with a competing soda brand?

Morals clause and pause rights

Consider rights to pause, suspend, or terminate the campaign if conduct or circumstances create reputational risk for the brand. This flexibility is key to brand protection; these young athletes may be incredibly impressive – but they are young and in college. Be realistic about potential public image challenges.

Approvals and takedown rights

Include brand review rights and a practical mechanism for removing, modifying, or correcting content if needed. Often, athletes have a third-party designee you will coordinate with (maybe even Mom or Dad). Clarify communication protocols.

AI and digital replica rights

Do not assume traditional editing rights cover AI-generated versions of an athlete. If a campaign contemplates digital replicas, avatars, voice cloning, synthetic endorsements, or AI-generated content, obtain separate and explicit consent.

Final Whistle

The NIL era has created an entirely new category of brand ambassador: the college athlete. For brands, the opportunity is significant. Student-athletes often bring authentic audiences, local credibility, and strong engagement rates that many traditional influencers struggle to match.

The key is approaching NIL with the same discipline applied to any endorsement campaign: Conduct diligence, document a legitimate business purpose, establish clear deliverables, comply with applicable review requirements, and negotiate contracts that anticipate both traditional endorsement issues and emerging concerns such as AI-generated content.

Done correctly, an NIL partnership can be much more than a compliance exercise. It can become one of the most effective and authentic marketing relationships a brand develops.

Practical Checklist for Your First NIL Deal

Before launching a campaign with a college athlete, make sure the brand can answer “yes” to each of these questions.

Athlete Selection

- Does the athlete genuinely fit the brand and target audience?
- Has the brand reviewed the athlete’s social media presence and prior endorsements?
- Has the brand considered any reputation or conduct concerns?

Compliance

- Is the partnership tied to a legitimate marketing purpose?
- Is compensation based on promotional services rather than athletic performance?
- Does the deal avoid any link to recruiting, enrollment, transfers, playing time, or roster status?
- Is the deal for $600 and above, triggering NIL Go review?
- Did you scope for the brand or its agency to monitor for content and disclosure compliance?
- Does the contract contain a clear communication plan if the brand needs the athlete to revise a post quickly?

School and NCAA Considerations

- Has the brand confirmed the deal complies with applicable school policies?
- Are there any category restrictions?
- Has the brand accounted for required deal disclosures or approval timelines?

Contract Protection

- Are deliverables clearly defined?
- Does the brand have approval rights over content?
- Are usage rights, term length, and archival rights addressed?
- Does the agreement include a strong morals clause and termination rights?
- Does the agreement include a “pause clause” to freeze the deal temporarily due to athlete conduct or public events that may not trigger the morals clause?
- Are AI-generated content, digital replicas, voice cloning, and avatar rights addressed separately?

Campaign Execution

- Are FTC endorsement disclosure requirements clearly articulated so the athlete understands how to disclose the material relationship?

- Is enough time built into the schedule for review and compliance checks?
- Does the brand have a backup athlete or contingency plan if the campaign cannot move forward?

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