STATE OF NEW YORK

10964

IN ASSEMBLY

April 14, 2026

Introduced by M. of A. SOLAGES -- read once and referred to the Committee on Higher Education

AN ACT to amend the education law, in relation to student-athlete name, image, and likeness compensation

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section 6438-c of the education law, as added by chapter 622 of the laws of 2022, subdivision (a) of subdivision 1 and paragraph (c) of subdivision 2 as amended and paragraph (d) of subdivision 2 as added and such section as renumbered by chapter 154 of the laws of 2023, is amended to read as follows:

§ 6438-c. Student-athlete **name, image, and likeness** compensation. 1. For the purposes of this section:

(a) "student-athlete" shall mean (i) a student enrolled at a college and participating in intercollegiate athletics, or (ii) an individual who has completed at least their sophomore year of high school or international equivalent and is eligible, or may in the future be eligible, to attend a college and participate in intercollegiate athletics. Such term shall not include an individual permanently ineligible to participate in a particular interscholastic or intercollegiate sport; [~~and~~]

(b) "team contract" shall mean any written agreement between a student-athlete and a college, or division, department, program or team thereof, which includes goals and objectives, standards, prohibitions, broadcast, advertising or marketing rights or consents, rules or expectations applicable to the student-athlete[~~.~~]**;**

(c) "collegiate sports governing body" shall mean an athletic association, conference, or other group or organization with authority over intercollegiate athletics;

(d) "NIL" shall refer to name, image and likeness; and

(e) "NIL advisor" shall mean any individual or entity, other than a licensed attorney or registered athlete agent, that for compensation negotiates, arranges, procures, or materially advises on a student-athlete name, image, and likeness agreement.

EXPLANATION--Matter in *italics* (underscored) is new; matter in brackets [-] is old law to be omitted.

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2. (a) A college shall not uphold any rule, requirement, standard, or other limitation that prevents a student-athlete from earning compensation [~~pursuant to this section as a result of~~] from the use of the student-athlete's name, image, or likeness, except as expressly permitted under this section.

(b) [~~An athletic association, conference, or other group or organization with authority over intercollegiate athletics, including, but not limited to, the National Collegiate Athletic Association (NCAA),~~] A collegiate sports governing body shall not prevent or unreasonably delay a student-athlete from earning compensation pursuant to this section [~~as a result of the use of the student-athlete's name, image, or likeness~~].

(c) [~~An athletic association, conference, or other group or organization with authority over intercollegiate athletics, including, but not limited to, the NCAA,~~] A collegiate sports governing body shall not [~~prevent~~] take any adverse action against a college [~~from: (i) participating in intercollegiate athletics~~]: (i) as a result of allowing a student-athlete to earn compensation pursuant to this section [~~from earning compensation as a result of the use of the student-athlete's name, image, or likeness~~]; or (ii) because an individual or entity whose purpose includes supporting or benefitting the college or its athletic programs or student-athletes violates the collegiate sports governing body's rules with regard to a student-athlete's name, image, or likeness. A collegiate sports governing body shall not take any adverse action against a college, or any individual or entity whose purpose includes supporting or benefitting the college or its athletic programs or student-athletes, for entering into contracts for a student-athlete to earn compensation for the student-athlete's name, image, or likeness; or (iii) identifying, facilitating, enabling, or supporting [~~opportunities for a student-athlete to earn compensation for the student-athlete's~~] lawful name, image, or likeness opportunities.

(d) [~~An athletic association, conference, or other group or organization with authority over intercollegiate athletics, including, but not limited to the NCAA, shall not and shall not authorize its member institutions to:~~

~~(i) prevent a college from participation in intercollegiate athletics because a student-athlete in attendance has previously earned or intends to earn compensation for the use of his or her name, image, or likeness;~~

~~(ii) entertain a complaint, open an investigation, or take any other adverse action against a college for engaging in any activity protected in this section or for involvement in a student-athlete's name, image, or likeness; or~~

~~(iii) penalize or prevent a college from participation in intercollegiate athletics because an individual or entity whose purpose includes supporting or benefitting the college or its athletic programs or student-athletes violates the collegiate athletic association's rules or regulations with regard to a student-athlete's name, image, or likeness.~~] A college or affiliated entity shall not directly or indirectly condition playing time, scholarship status, team participation, roster position, or other athletic benefits on a student-athlete's participation in any specific name, image, and likeness opportunity.

3. (a) A college[~~, athletic association, conference, or other group or organization with authority over intercollegiate athletics~~] or collegiate sports governing body shall not provide compensation to a prospective student-athlete [~~with compensation~~] in relation to the student-athlete's name, image, or likeness.

(b) Any name, image, and likeness agreement involving a prospective student-athlete who is a minor shall: (i) require written consent of a parent or legal guardian; (ii) include clear written disclosure of material terms in plain language; and (iii) provide a rescission period of not less than five business days during which the agreement may be voided without penalty.

4. (a) A [~~college, athletic association, conference, or other group or organization with authority over intercollegiate athletics shall not prevent a~~] student-athlete [~~from obtaining~~] may obtain professional or other representation in [~~relation to~~] connection with name, image, or likeness [~~contracts or legal~~] matters, including[~~, but not limited to,~~] representation [~~provided~~] by licensed attorneys, registered athlete agents [~~or legal representation provided by attorneys~~], or NIL advisors.

(b) [~~Professional representation obtained by a student-athlete shall be from persons registered and/or licensed by the state.~~] Professional representation provided by athlete agents shall be by persons registered pursuant to article thirty-nine-E of the general business law. Legal representation of student-athletes shall be by attorneys licensed pursuant to article fifteen of the judiciary law. Athlete agents and attorneys shall provide student-athletes with proof of registration or licensure prior to entering an agreement for representation.

(c) Athlete agents representing student-athletes shall comply with the federal Sports Agent Responsibility and Trust Act, established in chapter 104 of title 15 of the United States Code, and all applicable portions of article thirty-nine-E of the general business law, in their relationships with student-athletes.

(d) Athlete agents, attorneys, and NIL advisors representing student-athletes shall have a fiduciary duty to act in the best interest of student-athletes.

(e) Athlete agents, attorneys, and NIL advisors and representing student-athletes shall have an ongoing duty to disclose actual or potential conflicts of interest to any student-athletes represented by the athlete agent, attorney or NIL advisor.

(f) Any agreements governing an athlete agent, attorney or NIL advisor's representation of a student-athlete shall:

(i) be in writing;

(ii) include a defined term period which shall not automatically renew and shall not extend beyond the sooner of the student-athlete's eligibility to participate, or actual participation, in intercollegiate athletics;

(iii) include defined and clear termination rights for the student-athlete, which shall include, at a minimum, the student-athlete's option to terminate the agreement upon the athlete agent, attorney, or NIL advisor's material breach of the agreement or violation of any applicable laws; and

(iv) clearly define any and all fees, costs or expenses that the student-athlete will incur under the agreement, including but not limited to any fees that the athlete agent, attorney or NIL advisor will charge.

(g) Any agreements governing an athlete agent, attorney or NIL advisor's representation of a student-athlete shall not:

(i) include terms that require arbitration and/or mediation as the exclusive means of dispute resolution available to the student-athlete or that waive the student-athlete's right to pursue remedies in a court of competent jurisdiction. Nothing contained in this section shall be construed to prohibit a student-athlete and an athlete agent, attorney

or NIL advisor from voluntarily agreeing to submit a dispute to arbitration or mediation after such dispute has arisen;

(ii) provide or offer a student-athlete, prospective student-athlete, or student-athlete's parent or legal guardian an advance payment, loan, or other thing of value prior to the student-athlete's enrollment at a college, except as permitted under the federal Sports Agent Responsibility and Trust Act;

(iii) require repayment of any advance payment, loan, or benefit provided to a student-athlete, prospective student-athlete, or student-athlete's parent or legal guardian in an amount exceeding the principal amount advanced, excluding reasonable interest at a rate not to exceed the applicable federal rate established by the Internal Revenue Service pursuant to section 1274(d) of the Internal Revenue Code of 1986, as amended; or

(iv) grant the athlete agent, attorney or NIL advisor any share, percentage, or interest in the student-athlete or prospective student-athlete's future earnings that accrue after the sooner of the student-athlete or prospective student-athlete's eligibility to participate, or actual participation, in intercollegiate athletics.

(h) Agreements that: (i) do not satisfy the requirements of paragraph (g) of this subdivision; or (ii) are between a student-athlete and an athlete agent or attorney who is not properly licensed or registered in compliance with applicable rules, regulations and laws, shall be unenforceable as against the student-athlete. Any deviations from those fees, costs or expenses disclosed under subparagraph (iv) of paragraph (f) of this subdivision which have not been expressly agreed to in writing by a student-athlete shall be unenforceable as against the student-athlete.

(i) A student-athlete shall have a right of action against an athlete agent, attorney or NIL advisor for damages caused by any violation of this subdivision. In an action brought pursuant to this section, a court may award injunctive relief and any other remedy available at law or in equity to a student-athlete and may award reasonable attorneys' fees to a prevailing plaintiff student-athlete.

5. A scholarship [~~from the college in which a student-athlete is enrolled that provides the student-athlete with~~] providing the cost of attendance [~~at that college is not compensation for purposes of this section, and a scholarship~~] shall not be revoked, reduced, or conditioned due to a student-athlete earning compensation [~~as a result of the use of the student-athlete's~~] from name, image, or likeness[~~, or due to~~] activities or obtaining [~~legal or athletic agent~~] representation [~~in relation to name, image, or likeness matters~~] as permitted under this section.

6. (a) A student-athlete shall not enter into a contract providing compensation to the student-athlete for use of the student-athlete's name, image, or likeness if a provision of the contract causes a conflict pursuant to paragraph (d) of this subdivision.

(b) A student-athlete who enters into a contract providing compensation to the student-athlete for use of the student-athlete's name, image, or likeness shall disclose the contract in advance of executing it to an official of the college, as designated by the college. A college shall respond to such disclosure within seven business days.

(c) A college asserting a conflict pursuant to paragraph (a) of this subdivision shall disclose to the student-athlete or the student-athlete's [~~legal~~] representation the relevant contractual provisions that are in conflict; provided, however, that a college shall not be

required to disclose any financial terms of such contract unless otherwise required by applicable law.

(d) A college asserting a conflict pursuant to paragraph (a) of this subdivision may assert a conflict based on, but not limited to, the following grounds:

(i) the proposed contract would cause the student-athlete to violate the team contract; or

(ii) the proposed contract would cause the student-athlete to violate the college's student handbook or code of conduct; or

(iii) the proposed contract would conflict with an existing contract or sponsorship the college participates in; or

(iv) the proposed contract would reasonably be judged to cause financial loss or reputational damage to the college; or

(v) the proposed contract would require actions by the student-athlete during team activities; or

(vi) the proposed contract would require actions by the student-athlete during scheduled classes; or

(vii) the proposed contract would use the college's name, brand, copywritten materials, trademarks, service marks, symbols, nicknames, trade dress, insignia, mascot, uniform styles, colors, imagery, campus landmarks, or any other intellectual property or indicia **without the consent of the college**; or

(viii) the proposed contract would require the student-athlete to display a sponsor's product, logo, brand, or other indicia, or otherwise advertise for a sponsor, during official team activities; or

(ix) the proposed contract would require the student-athlete to display a sponsor's product, logo, brand or other indicia, or otherwise advertise for a sponsor at any time, and such sponsor is a competitor of, or offers products or services within the same category as a sponsor of the college.

(e) A student-athlete may appeal a conflict determination by a college through a neutral institutional or statewide review process established pursuant to this section. Nothing in this subdivision shall be construed to override or impair rights established under any other agreement voluntarily entered into by the student-athlete.

7. A [~~team of a college's athletic program shall not prevent a~~] student-athlete [~~from using the student-athlete's~~] **may engage in** name, image, or likeness [~~for a commercial purpose~~] **activities** when [~~the student-athlete is~~] not engaged in official team activities, [~~except where there is a conflict pursuant to paragraph (d) of subdivision six of this section or any other prohibition in this section~~] **subject only to lawful conflict determinations under subdivision six of this section**.

8. [~~Each college athletic program that participates in Division 1 NCAA athletics shall offer a student-athlete assistance program or programs, designed to provide student-athletes participating in Division 1 athletics with tools aimed to enhance their well-being and experiences in the classroom, off the field of play, and beyond their tenure as student-athletes. The student-athlete assistance program may include but not be limited to:~~

~~(a) a dedicated financial distress fund that would support student-athletes in times of financial need. Disbursements from such fund are not compensation for the purposes of this section;~~

~~(b) access to ongoing mental health support services provided by counselors specially trained to understand the unique issues and pressures student-athletes confront;~~

~~(c) access to broad-based financial literacy training, with a specific emphasis on the issues and opportunities relevant to student-athletes, during and beyond their tenure at the college;~~

~~(d) a degree completion assistance program that provides former student-athletes who disenrolled from the college in good academic standing and who earned the NCAA Academic Progress Rate eligibility point for Division I institutions, before completing their degree, access to need-based financial aid and counseling assistance required to support undergraduate degree completion;~~

~~(e) access to training regarding sex-based discrimination and harassment that ensures student-athletes fully understand their rights and responsibilities under the law, including how to make a report of discrimination or harassment on their campus;~~

~~(f) access to leadership training that will set the conditions for student-athletes to become successful leaders, improve communication skills, make positive decisions, and manage conflict; and~~

~~(g) access to a career development program, positioned to assist student-athletes in transferring the valuable skills developed during intercollegiate athletic participation, to a successful post-college career.~~] Institutions providing name, image, and likeness compensation to student-athletes shall offer student-athlete assistance programs, including mental health services, financial literacy education, degree completion support, and career development. Institutions shall annually report to the commissioner, in aggregate form, the availability and utilization of such programs.

9. (a) A student-athlete, college, and any individual or entity whose purpose includes supporting or benefitting the college or its athletic programs or student-athletes, that is subjected to any adverse action by a collegiate sports governing body for conduct permitted under this section may seek injunctive relief, damages, attorneys' fees, and any other remedy available at law or in equity.

(b) The commissioner shall designate or establish a student-athlete NIL and athlete ombudsperson to provide guidance on the interaction between individual NIL rights and other rights, assist with complaints, and facilitate non-judicial dispute resolution.

(c) Nothing in this section shall be construed to diminish, waive, or automatically incorporate individual name, image, and likeness rights into any agreement absent the student-athlete's informed and voluntary consent.

§ 2. This act shall take effect immediately and shall apply to agreements entered into, renewed, modified, or extended on or after the effective date.