Anita M. Moorman
Questions/Comments

p. 1, line 9 – why must the association have members located in at least 2 states. There are some single state associations, but they are still engaged in interstate commerce because they compete across state borders.

p. 2, line 6 – otherwise involved in promoting the program could include every fan, subway fan, or ticket purchaser – should this be limited to those who are engaged in an official capacity or who derive financial benefits from promoting the institution's program

p. 3, line 8 – do we know whether athletes in club sports right now are permitted to use their NIL if they are supported by the athletics program rather than the campus rec/intramural program? Many universities have highly competitive and active club teams that are supported at least indirectly if not directly through the athletic associations? If a club team is elevated to a varsity team are previous NIL activities going to be grandfathered in somehow.

p. 5, line 14 – Section 5(a) reads as though this Act establishes the right to engage in NIL which should already exist either by statute or common law in 35+ states already – is section (a) necessary; or should it be a clearer acknowledgement of the existence of these rights. Or just begin with it as a prohibition on the amateur athletic associations from restricting the NIL rights (which already exist) of college student athlete, except as provided in Sections 6, and 7?

p. 6, lines 13-21 – Most institutions now have advanced licensing agreements where any number of vendors can produce logoed merchandise so long as the licensing fee is paid. If I am a student athlete and running a summer camp, and order my camp t-shirts from a licensed vendor with the university logo on it; and then post pictures and promotional videos on social media of the campers wearing the logo t-shirts – is this going to violate this provision? What is the core principle underlying this restriction? To protect university IP? To avoid false endorsement? To treat college athletes the same as other students? Not sure all three of these can be achieved, since any other student could probably do this without repercussion from the university. So there may be some internal inconsistency in this provision.

p. 7, line 9-14 – Agree this restriction is just too vague, especially given the disparity in bargaining power between athletes and universities. I can see the university using this section to discourage or prohibit a range of activities; or put up road blocks through requiring complex systems of review/approval. Universities can still have conduct policies and moral codes that can be enforced against all students, so that it is the violation of the conduct policy or moral code that resulted in the athletes dismissal, not the engagement in NIL activities. A more general policy that simply requires athletes to conduct NIL activities consistent with any conduct or student codes applicable to all students would be a reasonable approach. This would require the university to articulate its policy and enforce it consistently across all students and not have a separate decision-making process for athletes

p. 8, line 14-15 – Most DI schools; and certainly schools in Florida (FSU, UCF recent examples) are already violating this provisions. This is the classic – horse is already out of the barn on this one. Schools actively promoting how they can help athletes develop their personal brand is clearly assisting in NIL activity.

p. 9, line 7 – Why $500 as the reporting threshold – and is that $500 from a single source for a single agreement; or a cumulative annual compensation of $500?

p. 9, line 8-9 – If this in intended to require athletes to provide their entire agreement to the university, I think that is an over-reach into the athlete's private business relationships especially without a corresponding requirement on the university to ensure the privacy, non-disclosure of the terms of the agreement to any third parties – the information requested in lines 10-15 should be more than adequate to allow the university to evaluate the agreement.

p. 15, line 19-23 – The student athlete needs to be able to bring a private action against a university or an athletic association that violates the act.