



FLORIDA A&M UNIVERSITY

**ATHLETICS COMPLIANCE
OFFICE**

STUDENT-ATHLETE GUIDANCE

Questions to Consider Asking a Company/Organization When Negotiating a Name, Image, and Likeness (NIL) Deal

I. What are the specific terms of the deal?

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(Ask for clear details about the duration, financial compensation, payment schedule, and any performance-based incentives.)

II. What are my obligations under this agreement?

(Understand exactly what is expected in terms of appearances, social media posts, endorsements, and any other obligations.)

III. Are there any restrictions on other deals I can sign?

(Determine if the agreement limits you from engaging with other companies, especially competitors.)

IV. How does the company plan to use my name, image, and likeness?

(Ask for specifics on where and how your NIL will be used—advertising, product packaging, digital media, etc.)



V. Have you worked with student-athletes before?

(Experience with student-athletes can indicate familiarity with NCAA regulations and a greater likelihood of compliance.)

VI. How will this deal comply with NCAA regulations and my school's policies?

(Ensure the company is committed to adhering to all relevant rules to protect your eligibility.)

VII. Who will be responsible for ensuring compliance with NCAA regulations and reporting requirements?

(Clarify that you are obligated to report the deal to FAMU and you and the company are responsible for ensuring ongoing compliance.)

VIII. What is the payment structure?

(Understand if you will be paid a flat fee, royalties, or through another structure.)

IX. Are there any conditions that could affect my compensation?

(Ask about scenarios that could change the amount you're paid, such as performance metrics or product sales.)

X. Can I review the contract with a legal advisor before signing?

(Consider having any agreement of this kind reviewed by an attorney who understands NIL agreements.)

XI. What happens if either party wants to terminate the agreement early?

(Understand the conditions under which the agreement can be terminated and any penalties involved.)



XII. Is there any provision for professional development or mentoring as part of this deal?

(Some companies offer mentoring or professional development opportunities that can be valuable for your future career.)

XIII. How will disputes be resolved?

(Ask about the process for resolving any disagreements or disputes that might arise under the agreement.)

XIV. How might this partnership affect my personal brand and future marketability?

(Consider how the deal aligns with your values and long-term personal branding goals.)

XV. Are there opportunities for the partnership to grow or evolve over time?

(Discuss potential for the relationship to expand or change as you move through your athletic and professional career.)