



AGENT STUDENT-ATHLETE

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Introduction

This information is intended to ensure that the student-athletes' best interests are served as they make the transition from amateur to professional athletics.

NCAA member institutions...

adhere to the principle that college athletics participants should be amateur athletes and that collegiate sports should be an avocation, not an occupation.

Just as an agent, attorney or advisor wishes to serve athletes' interests during their professional careers, the NCAA staff and its member institutions seek to serve student-athletes' interests during their amateur participation.

When student-athletes decide to become professionals by — for example — retaining an agent to represent them, they generally jeopardize their amateur status and become ineligible for collegiate competition. Because the opportunity to compete as an amateur at the collegiate level is inherently limited, we want to ensure that student-athletes maximize these opportunities and do not inadvertently cross the line between amateurism and professionalism until they are ready to do so.

The following information serves as a guide for agents, attorneys and advisors on how to interact with student-athletes without jeopardizing their intercollegiate eligibility.

For agents, attorneys and advisors, understanding these rules demonstrates to student-athletes that you are looking

out for their best interests.

For student-athletes and families, knowing relevant NCAA rules and interpretations provides you with a solid foundation of information for making an educated decision about your future.

We hope that this information is helpful. Please feel free to contact us if you need additional information about NCAA rules.

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Do's and Don'ts for Agents

There are some Do's and Don'ts guidelines that agents should follow to comply with NCAA amateurism rules and the Uniform Athlete Agents Act.





Don't...

- Enter into an agreement for future representation with prospective or enrolled student-athletes with remaining collegiate eligibility, even if you will not act as their representative until their eligibility is exhausted.
- Have runners or business associates, provide benefits to prospective or enrolled student-athletes with remaining collegiate eligibility, or to their relatives or friends.
- Represent prospective or enrolled student-athletes with remaining eligibility in negotiations with a professional team.
- Market the athletics talents or abilities of prospective or enrolled student-athletes with remaining collegiate eligibility.
- Communicate with professional sports teams on behalf of prospective or enrolled student-athletes with remaining collegiate eligibility to schedule, arrange or confirm tryouts, or inquire about the professional team's interest in a student-athlete.

Do...

- Make sure you are properly registered to act as an agent according to the appropriate state law (where required).
- Make sure you're properly registered to act as an agent according to any NCAA institution or conference agent registration program, and that you are certified in accordance with the rules of the relevant professional player's association before contacting a student-athlete.
- Inform student-athletes of the services you or your firm or agency can provide if they choose to become a professional athlete.
- Encourage student-athletes to consult with their institution's compliance office before forming an agreement with you so that they understand the impact the agreement will have on their collegiate eligibility.
- Cooperate with an institution's professional sports counseling panel, which is set up to assist student-athletes with, among other things if applicable, choosing an agent.
- Encourage student-athletes you have been in contact with to keep their institution's compliance officers apprised of your conversations so that the athletics department can be prepared to respond to inquiries from the media or the NCAA.
- Familiarize yourself with the Uniform Athlete Agents Act (see Page 7) and the states in which it, or similar legislation, has been enacted.

Frequently Asked Questions

- Uniform Athlete Agents Act
- Defining a “Student-Athlete”
- Signing with an Agent
- Benefits from an Agent
- NCAA Agent Affidavit for Student-Athletes
- Professional Sports Counseling Panel
- Advising vs. Representation
- Employment by a Sport Agent
- Miscellaneous FAQs

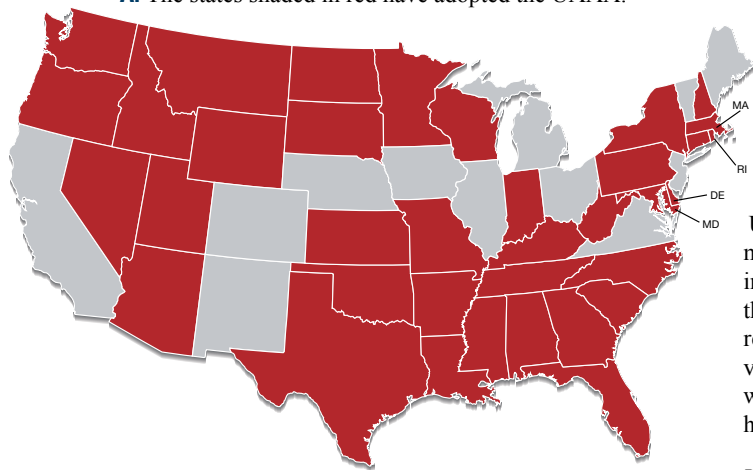
UNIFORM ATHLETE AGENTS ACT

Q: What is the Uniform Athlete Agents Act?

A: The Uniform Athlete Agents Act (UAAA) is a model state law that provides a means of regulating the conduct of athlete agents. In most cases, the UAAA, as enacted, requires an athlete agent to register with a state authority, typically the Secretary of State, in order to act as an athlete agent in that state. During the registration process, an athlete agent must provide important background information, both professional and criminal in nature. As of July 2007, the UAAA has been passed in 36 states, the District of Columbia and the U.S. Virgin Islands. (Note: Hawaii has also passed the UAAA; however, it will not take effect until July 1, 2008.) Five more states have non-UAAA laws in place designed to regulate agents.

Q: What states have adopted the Uniform Athlete Agents Act?

A: The states shaded in red have adopted the UAAA.



Q: Is there an alternative to registering in every state that has adopted the UAAA?

A: A key component of the UAAA is its registration requirements. To ease the burden on athlete agents, the UAAA provides a reciprocal registration process in which a valid certificate of registration in one state will be honored in other states that have adopted the act, if certain requirements are met. The reciprocal registration process increases efficiency and lessens the financial burden on athlete agents.

Q: Are there penalties for failing to follow the law in states that have adopted the UAAA?

A: The UAAA provides for criminal, civil and/or administrative penalties, with enforcement at the state level. In addition, the UAAA creates a right of action for a college or university against an agent or former student-athlete for any damages caused by a violation of the act.

Q: Are the laws regulating athlete agents the same in every state?

A: NO. Currently, the UAAA has been adopted in 36 states, the District of Columbia and the U.S. Virgin Islands. In addition, Ohio, Colorado, Iowa, Michigan and California each have non-UAAA laws that regulate athlete agents. Among the states that have adopted the UAAA, some have slightly altered various provisions to meet the specific needs of that state. To find additional information about the act, the states that have enacted the UAAA and contact information for the state agencies responsible for enforcing and administering this law, please visit the NCAA Web site at: www1.ncaa.org/membership/enforcement/agents/uaaa/history.html.

Please note that all bylaw references and definitions contained herein are correct as of the day that this educational brochure is published. For up-to-date information, visit NCAA.org.

States that have adopted UAAA

Alabama
Arizona
Arkansas
Connecticut
Delaware
District of Columbia
Florida
Georgia
Idaho
Indiana
Kansas
Kentucky
Louisiana
Maryland
Massachusetts
Minnesota
Mississippi
Missouri
Montana
Nevada
New Hampshire
New York
North Carolina
North Dakota
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
U.S. Virgin Islands
Washington
West Virginia
Wisconsin
Wyoming

UNIFORM ATHLETE AGENTS ACT (CONTINUED)

Q: What other regulations must athlete agents adhere to?

A: The UAAA contains several important provisions that regulate the activities of athlete agents.

These include provisions that:

- Prohibit an agent from giving false or misleading information or promises with the intent to induce a student-athlete into signing an agency contract.
- Prohibit an agent from furnishing anything of value to a student-athlete before signing a contract.
- Require written notification to institutions when student-athletes sign an agency contract before their eligibility expires.
- Require an agency contract to contain a notice informing student-athletes that signing a contract may cause them to become permanently ineligible for intercollegiate competition.

DEFINING A “STUDENT-ATHLETE”

Q: When does a student-athlete become a “prospective student-athlete”?

A: Individuals are regarded as prospective student-athletes when they have started classes for the ninth grade. Individuals may become prospective student-athletes before the ninth grade with regard to particular institutions if they (or their relatives or friends) are provided any financial assistance or benefits from an institution that the institutions do not provide to prospective students generally.

Q: When do student-athletes cease to be “prospective student-athletes”?

A: Individuals remain prospective student-athletes until:

- (a) They officially register and enroll in a full-time program of studies and attend classes in any term, other than summer, of a four-year college’s regular academic year;

- (b) They participate in a regular squad practice or competition that occurs before the beginning of any term at a four-year college; or
- (c) They officially register and enroll and attend classes during the summer period before initial enrollment and receive athletics aid.

After any of the above occurs, an individual becomes a student-athlete.

Q: When do “student-athletes” cease to be “student-athletes”?

A: NEVER. Once a student-athlete, always a student-athlete, for purposes of NCAA bylaws. The relevant question becomes whether student-athletes have eligibility remaining. When student-athletes have exhausted or otherwise forfeited their eligibility for intercollegiate competition, they become “former student-athletes.”

SIGNING WITH AN AGENT

Q: Would prospective or enrolled student-athletes jeopardize their amateur status and become ineligible for intercollegiate athletics if they retain an agent?

A: YES. The basic rule is that student-athletes are ineligible for participation in an intercollegiate sport if they have ever agreed (orally or in writing) to be represented by an agent for the purpose of marketing their athletics ability or reputation in that sport.

SCENARIO

David, a football student-athlete, has exhausted his collegiate eligibility after playing for four straight years, but intends to remain in school for a fifth year to complete his undergraduate degree. He hopes to enter the NFL draft after completing his academic coursework and has signed with an agent to represent him.

Q: Can David still receive financial aid from the institution now that he has signed with an agent?

A: YES. The institution may, but is not obligated to, provide financial aid to student-athletes who have signed a contract with an agent during the academic year after they exhaust their eligibility.

Q: How would the NCAA find out if a student-athlete did sign with an agent?

A: Information comes to the NCAA from a variety of sources. For example, it may come from the student-athlete or the institution, the student-athlete's ex-girlfriend or boyfriend, a disgruntled teammate, or a competing agent or runner. If the NCAA receives credible information that suggests that a violation may have occurred, it will follow up.

BENEFITS FROM AN AGENT

Q: What benefits can agents provide to enrolled or prospective student-athletes without jeopardizing their amateur status?

A: NONE. Any benefits (i.e., cash or other gifts or services) agents or their firm or agency provide to student-athletes would constitute compensation for their athletics talent and abilities, regardless of the value of the benefit or whether the benefit is used.

Q: Can an agent send a gift to a student-athlete's mother or girlfriend?

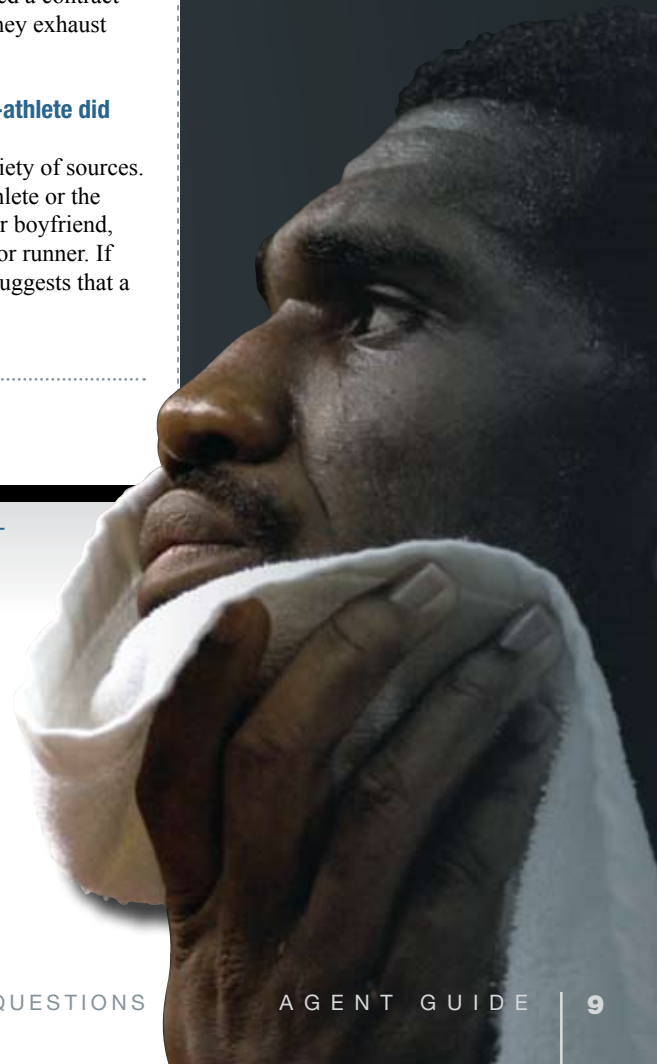
A: NO. A student-athlete's friends or relatives cannot receive any benefit that would be an impermissible benefit if received by the student-athlete, without jeopardizing the student-athlete's amateur status.

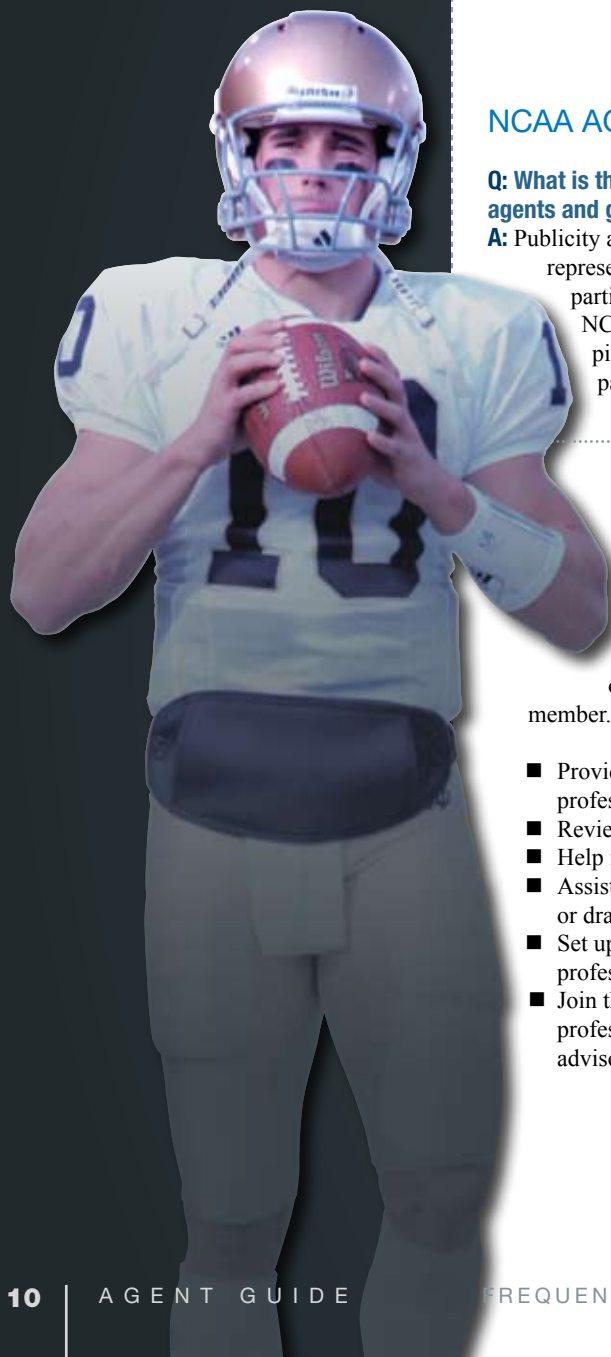
SCENARIO

Andrew, an agent, knows a prospective student-athlete who hopes to attend a two-year college part-time next year, if he can afford it.

Q: Can Andrew lend the prospect money to take part-time classes without jeopardizing the prospect's NCAA eligibility?

A: NO. The prospective student-athlete cannot receive any benefit that would be an impermissible benefit from an agent and would jeopardize the prospect's amateur status.





NCAA AGENT AFFIDAVIT

Q: What is the purpose of the NCAA affidavit regarding agents and gambling?

A: Publicity about the receipt of benefits from agents or their representatives to student-athletes who continued to participate in intercollegiate athletics prompted the NCAA Executive Committee to direct the championships staff to require student-athletes who participate in the NCAA Men's

or Women's Division I Basketball Championship, the Division I Men's College World Series, or an NCAA postseason football game, to complete and sign an affidavit confirming that they have had no impermissible contact with agents and have not been involved in impermissible sports wagering. This document must be notarized; therefore, a false declaration constitutes perjury.

PROFESSIONAL SPORTS COUNSELING PANEL

Q: What is a Professional Sports Counseling Panel?

A: It's a group of at least three full-time institutional staff members, not more than one of whom can be an athletics department staff member. The panel's purpose is to:

- Provide advice to student-athletes on pursuing a professional career;
- Review proposed professional contracts;
- Help in selecting an agent;
- Assist in determining a student-athlete's value or draft status;
- Set up tryouts for the student-athlete with professional teams; and
- Join the student-athlete in meetings with professional teams, agents or financial or other advisors.

Q: Can agents serve on an institution's professional sports counseling panel?

A: NO. No sports agent or any person employed by a sports agent or agency may be a panel member.

Q: Can a financial advisor serve on an institution's professional sports counseling panel?

A: YES. If a financial advisor is not acting as an agent or is not employed by an agency, NCAA Bylaw 12.3.4.2 does not preclude him or her from serving as a panel member.

Q: How can an agent get in contact with an institution's professional sports counseling panel?

A: Contact the institution's director of athletics or compliance office and ask them to put you in contact with the professional sports counseling panel.

ADVISING VS. REPRESENTATION (Attorneys, Advisors and Financial Advisors)

Q: What activities by an agent or financial advisor are considered “advising” student-athletes, which does not jeopardize their eligibility, as opposed to “representing” student-athletes, which does jeopardize their eligibility?

A: These situations tend to be fact-specific and depend on specific circumstances. It’s best to use the following as guidance:

- When you are interacting on a one-on-one basis with student-athletes and providing advice regarding their future, you are likely to be advising them (unless your discussions include an oral or written agreement to represent them now or in the future, even if you do not act upon that agreement).
- When you are interacting with individuals other than a student-athlete (e.g., third parties) on behalf of or regarding the student-athlete, it is likely that you are representing the student-athlete.

SCENARIO

Andrea, an agent, has agreed to provide Paul, a student-athlete with remaining eligibility, advice about a professional sports contract. Andrea and Paul have agreed that Paul will not have to pay Andrea any fee for her services until Paul is drafted by the professional sports team.

Q: Is Paul’s collegiate eligibility in jeopardy?

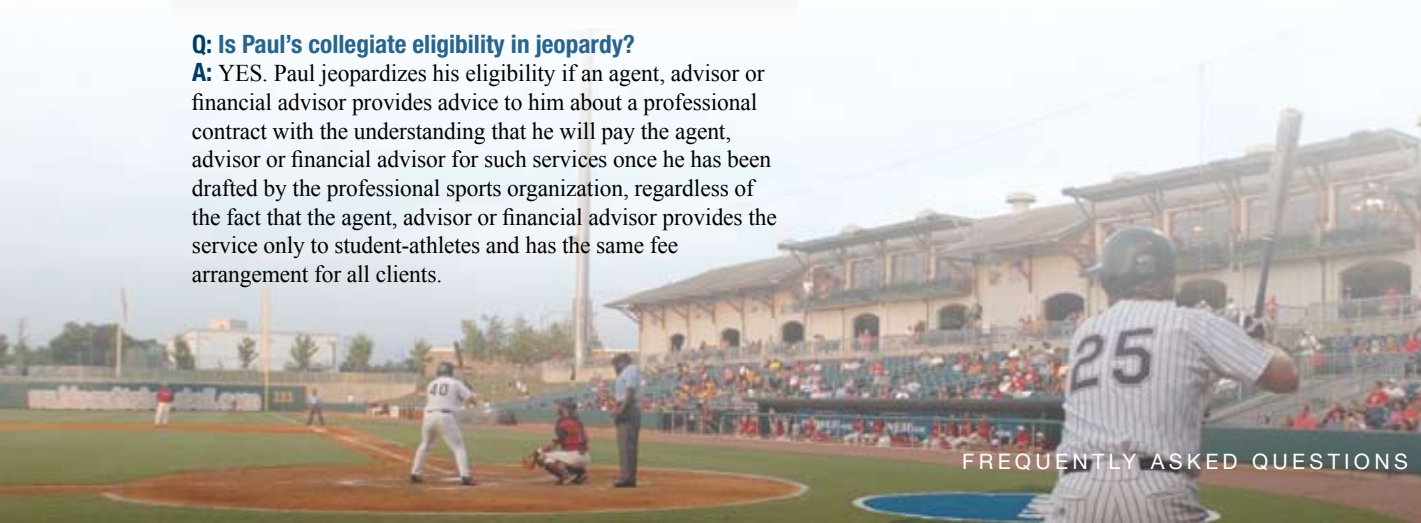
A: YES. Paul jeopardizes his eligibility if an agent, advisor or financial advisor provides advice to him about a professional contract with the understanding that he will pay the agent, advisor or financial advisor for such services once he has been drafted by the professional sports organization, regardless of the fact that the agent, advisor or financial advisor provides the service only to student-athletes and has the same fee arrangement for all clients.

SCENARIO

Doug, an agent, has been advising Roger, a baseball prospective student-athlete. Roger is a senior in high school and was recently selected in the Major League Baseball draft. Roger has asked Doug to help him determine the value of the contract he could expect to be offered based on his draft slot so that he can decide if he wants to pursue professional baseball or attend college and play baseball at a Division I institution.

Q: Can Doug help Roger without jeopardizing his collegiate eligibility?

A: YES. Doug may advise Roger as to his opinion of Roger’s likely contract value based on his expertise in the industry. Doug can also advise Roger about any contract proposal he receives from the professional team that drafted him. However, Doug cannot have an oral or written agreement to represent Roger. Further, Doug cannot contact teams, scouts or any other third parties to ask their opinion of Roger’s value. In addition, Doug may not arrange workouts or tryouts for Roger with professional teams, or negotiate with the team that drafted Roger. Also, keep in mind that Doug must charge Roger the going rate for whatever services he provides in order to avoid providing an impermissible benefit to Roger.



ADVISING VS. REPRESENTATION (CONTINUED)

SCENARIO

Steve is an agent who represents Martin, a football and baseball student-athlete, at an NCAA member institution. Steve represents Martin only in his football pursuits. Steve has been providing services to Martin, such as trainers and nutritionists, to assist him in developing his professional football career.

Q: Is Martin eligible to compete as a baseball student-athlete at the NCAA member institution as a result of the benefits Steve has provided to him?

A: YES. A student-athlete who receives money or other benefits from an agent who is representing the student-athlete only in a particular sport would remain eligible to compete in a second sport at the member institution.

Q: Would Martin be eligible to compete as a baseball student-athlete if Steve's contract or agreement with Martin was not specifically limited in writing to representation in the sport of football?

A: NO. An agency contract not specifically limited in writing to a particular sport or sports shall be deemed applicable to all sports, and the individual shall be ineligible to participate in any sport.

SCENARIO

Q: Can Sam, an attorney, or Bill, an agent, provide advice to a student-athlete regarding a professional contract without jeopardizing the student-athlete's collegiate eligibility?

A: YES. Both Sam and Bill can provide advice to the student-athlete regarding a proposed contract, but neither Sam nor Bill can represent the student-athlete in negotiations or market the student-athlete's athletics ability to professional teams without jeopardizing the student-athlete's intercollegiate eligibility. Also, keep in mind that Sam and Bill must charge the student-athlete the going rate for whatever services they provide in order to avoid providing an impermissible benefit to the student-athlete.

SCENARIO

Q: Frank is a financial advisor, not an agent. In his capacity as a financial advisor, can he represent student-athletes with remaining eligibility (or the family members of such student-athletes) in negotiations with professional teams without jeopardizing their NCAA eligibility?

A: NO. Financial advisors are treated as an agent for the purposes of NCAA legislation if they act as an agent and represent student-athletes in marketing their athletics ability.

EMPLOYMENT BY A SPORTS AGENT

Q: James is a sports agent. He typically hires a college student on a part-time basis to assist him in his office. Can Jim hire a student-athlete for this position?

A: YES. An agent can employ a student-athlete provided:

- They are paid only for work actually performed and at a rate commensurate with the going rate.

- The student-athlete is qualified to perform the work, and there is no marketing of the student-athlete's athletics ability or reputation.
- The student-athlete's duties do not include recruiting prospective clients for James, acting as a runner, or marketing the athletics ability of a prospective or enrolled student-athlete.

MISCELLANEOUS FAQs

Q: Is it permissible for Richard, an agent, to coach a summer basketball team in an NCAA-certified event?

A: NO. An agent cannot be involved in any aspect of coaching or administration of a team that competes in an NCAA-certified league or event.

Q: Can a financial advisor or agent provide information to a student-athlete regarding lending institutions that may be interested in providing financing for insurance against a disabling injury that would prevent the student-athlete from pursuing a chosen career?

A: YES. An agent, attorney or financial advisor may provide information to the student-athlete, but the agent, attorney or financial advisor cannot be involved in any way in making the arrangements to secure a loan or negotiating the terms of the financing.

Q: Molly, a swimming student-athlete, is a drama major who hopes to work as an actress in commercials and television. Molly's drama professor has advised her that she should sign with an agent who can set up auditions. Molly is concerned that if she signs with an agent she no longer will be eligible to compete as a swimmer for the institution. Can Molly sign with a theatrical agent to manage her television career without jeopardizing her eligibility?

A: YES. Molly will not jeopardize her eligibility, provided that the agent does not use her athletics reputation or ability to market her for acting jobs. Student-athletes pursuing a performing arts degree may sign with an agent for the purpose of securing work in their chosen performing arts field, provided that their athletics ability or reputation is not used to secure appearances and they are paid a rate commensurate with their talent and experience.

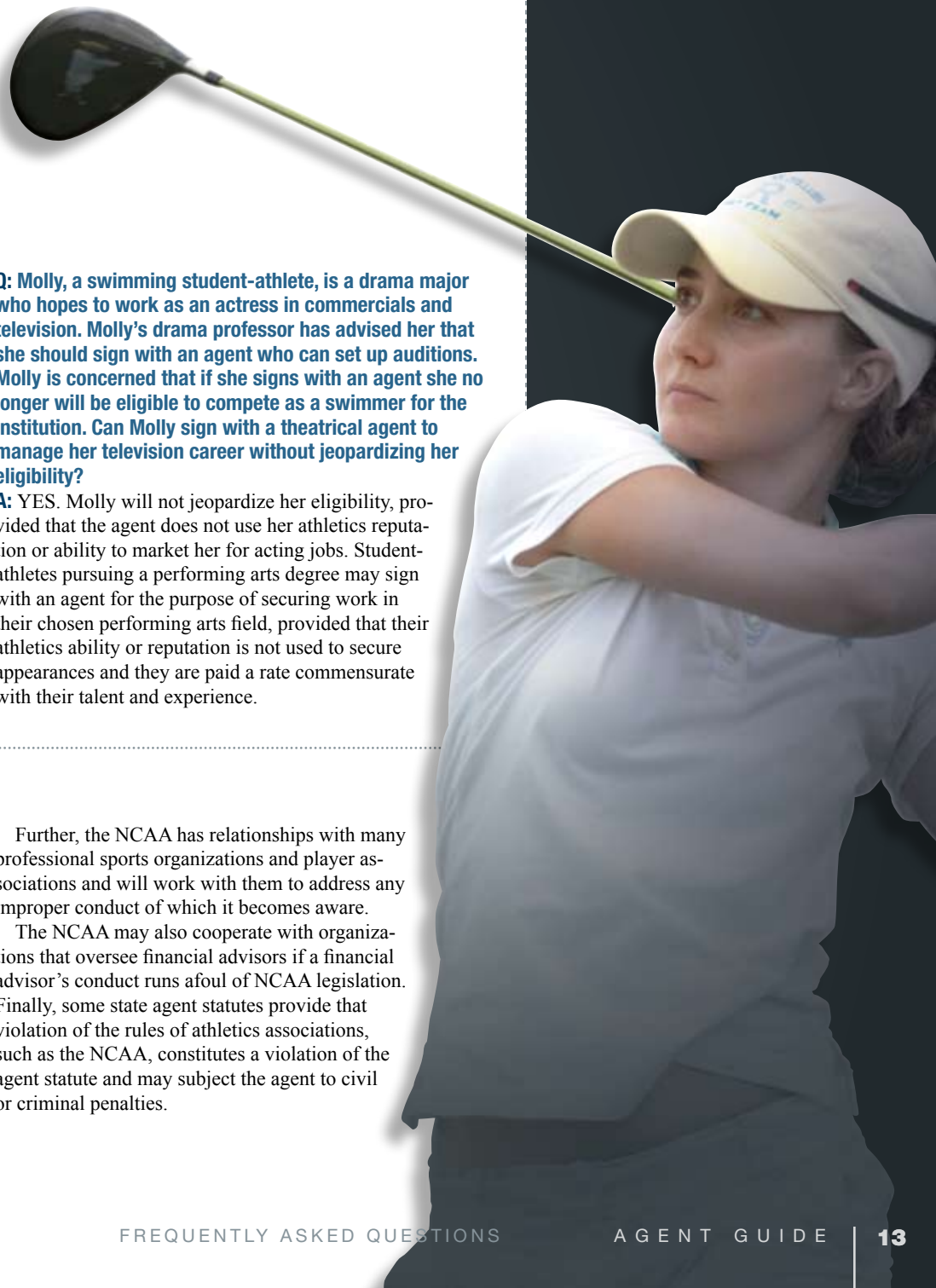
WHAT CAN THE NCAA DO TO AN AGENT?

Agents are generally governed by their respective professional players' associations. The NCAA is a membership organization made up of member institutions and conferences. By agreement of the members, the NCAA bylaws govern the conduct of the member institutions, and through them, the institutions' employees and student-athletes.

An agent should consider that an NCAA member institution may be unwilling to work with an agent and may discourage its student-athletes from associating with an agent whose conduct jeopardizes the eligibility of one of its student-athletes or affects the integrity of the institution's athletics program.

Further, the NCAA has relationships with many professional sports organizations and player associations and will work with them to address any improper conduct of which it becomes aware.

The NCAA may also cooperate with organizations that oversee financial advisors if a financial advisor's conduct runs afoul of NCAA legislation. Finally, some state agent statutes provide that violation of the rules of athletics associations, such as the NCAA, constitutes a violation of the agent statute and may subject the agent to civil or criminal penalties.



Guidelines for member institutions

Dealing with an Institutional Staff

Member Whose Spouse or Family

Member is an Agent

NCAA member institutions...

are aware of the concerns raised when agents or their representatives have access to an institution's student-athletes. Even in the absence of a representation agreement rendering the student-athlete ineligible, the presence of an agent can create a perception problem for an institution, in that many people may assume that the student-athlete has done something impermissible. This issue becomes even more challenging when the agent in question is the spouse or relative of an institutional staff member. This document seeks to provide guidance to institutions facing this issue.

GENERAL GUIDELINES

- No athletics department staff member of a member institution may serve as an agent, or represent, directly or indirectly, any individual in the marketing of athletics ability or reputation to a professional sports team or a professional sports organization, unless that staff member is acting in his or her capacity as a member of the institution's professional sports counseling panel. [Reference: NCAA Bylaws 11.1.4 (Representing individuals in marketing athletics ability/reputation) and 11.1.4.1 (Professional Sport Counseling Panel)].
- An athletics department staff member may not receive benefits for facilitating or arranging a meeting between a student-athlete and an agent, financial advisor or a representative of an agent or advisor. [Reference: NCAA Bylaw 10.1 (Unethical Conduct)].
- There is no NCAA bylaw prohibiting an athletics department staff member from being married or related to an agent.
- An agent who is married or related to an athletics department staff member must adhere to the rules applicable to all agents, including but not limited to the following:
 - Forming an oral or written agreement to represent, now or in the future, a student-athlete with remaining eligibility will render the student-athlete ineligible.
 - Marketing the athletics ability or athletics reputation of a student-athlete to a professional sports team or any other individual or entity will render a student-athlete ineligible.
 - Providing, or having runners or anyone associated with the agency business provide, benefits to prospective or enrolled student-athletes with remaining collegiate eligibility, or their relatives or friends, will render a prospective student-athlete ineligible.
 - Representing a prospective or enrolled student-athlete in negotiations with a professional team will jeopardize the athlete's amateur status.



FREQUENTLY ASKED QUESTIONS

These are examples of issues that may frequently arise when dealing with an agent who is a spouse or relative of an institutional staff member. For specific questions or issues not addressed here, institutions should contact the NCAA membership services staff or the agent, gambling and amateurism activities staff at 317/917-6222.

Q: Is there a requirement that the institution more intensely monitor the activities of an agent who is related or married to a member of the athletics department staff?

A: There is no stated requirement in the NCAA bylaws of heightened monitoring; however, depending on the circumstances, there may be an expectation that an institution will be in a position to know more about the activities of an agent in this situation and would more closely monitor an agent who has a familial link with the institution's athletics program.

Q: What is the institution's obligation regarding education on this issue?

A: The NCAA bylaws anticipate that an institution will endeavor to ensure that all of its student-athletes and athletics department staff members, among others, are educated regarding compliance with NCAA bylaws. Certainly, it would be in the institution's best interest to ensure that the relevant athletics department staff member, and, to the extent possible, the agent to whom they are married or related, have thoroughly reviewed the relevant NCAA bylaws and understand how a student-athlete's eligibility may be affected by impermissible interactions with agents.

Q: Is the institution obligated to prohibit an agent who is married or related to an athletics department staff member from having contact with the institution's student-athletes?

A: It is not a violation for a student-athlete to simply have contact with an agent, thus it is not required for an institution to prohibit all contact between an agent and a student-athlete.

The activities involving agents that would jeopardize the amateur status of a prospective student-athlete or student-athlete are related to agreements (oral or written) for the agent to market the athletics ability of the individual or

receipt of benefits from an agent. However, the easiest way to ensure that nothing impermissible has occurred between student-athletes and an agent is to limit the interaction between them and agents. Ultimately, the institution must be comfortable that whatever contact has occurred is permissible under the bylaws.

Q: Is it permissible for a coach to have student-athletes to his or her home for an occasional meal pursuant to Bylaw 16.11.1.5 if his or her spouse is an agent?

A: If the institution feels comfortable that the motive of the coach is consistent with the intent of the occasional meal rule and conditions, this would be permissible.

The fact that the coach has a spouse who is an agent would not per se cause the activity to be considered a problem under Bylaw 12.3.1.2 (Benefits from Prospective Agents). Of course, if the spouse, or coach for that matter, attempted to use the occasional meal as an opportunity to discuss representation with certain student-athletes, it could result in a violation.

Q: Is it permissible for a coach to recommend his or her spouse or relative who is an agent to a student-athlete seeking representation?

A: It is impermissible for a coach to receive benefits for arranging a meeting between a student-athlete and an agent.

Whether any income derived by the spouse or family member from the representation would be considered a benefit to the coach would depend on the facts and circumstances of the particular case. To avoid the appearance of impropriety or undue influence, the coach should consider recommending his or her spouse or relative to an impartial third party, such as the institution's professional sports counseling panel, for consideration.

PLEASE NOTE

If you have questions that are fact-specific, please contact NCAA membership services to assist. Membership Services can be reached by phone at 317/917-6222, by fax at 317/917-6622, or via mail at NCAA Membership Services, P.O. Box 6222, Indianapolis, Indiana 46206-6222.

Many issues can be resolved by accessing and researching the necessary information on the NCAA Web site.

Disability Insurance

In general, NCAA rules prohibit student-athletes from receiving benefits or preferential treatment based on their athletics ability or reputation, unless specifically authorized.

One such exception is purchasing disability insurance.

Pursuant to Bylaw 12.1.2.4.2, student-athletes are permitted to borrow against future earnings potential from an established, accredited commercial lending institution exclusively for the purpose of purchasing insurance (with no cash surrender value) against a disabling injury or illness that would prevent them from pursuing a chosen career, provided NO third party (including institutional staff members, professional sports counseling panel or booster) is involved with any arrangements for securing the loan.

Q: Can an agent, advisor or financial advisor assist a student-athlete in obtaining financing for disability insurance?

A: NO. No third party, including an agent, advisor or financial advisor, can be involved in any arrangements for securing a loan for disability insurance. This includes making introductions, contacting the lender on behalf of the student-athlete or negotiating the terms.

Q: Can an agent, advisor or financial advisor loan the student-athlete money to purchase a disability policy?

A: NO. Student-athletes may only borrow against their future earnings potential in order to finance disability insurance through an established, accredited commercial lending institution.

The loan cannot be obtained from another individual.

Unless you are acting in your capacity as a representative of an established, accredited commercial lending institution, you may not loan the student-athlete money.

Q: Can a certified financial advisor who also is a loan officer at an established, accredited commercial lending institution be involved in providing a loan to a student-athlete for the purpose of financing disability insurance?

A: YES. It is a permissible for a certified financial advisor who acts in a capacity as a loan officer at the accredited commercial lending institution to provide a loan, as long as the terms are commensurate with the going rate in the industry. However, a financial advisor who also is a loan officer cannot assist the student-athlete in negotiating better terms or provide the loan on any below-market basis.

Q: Who must be notified about a loan obtained by a student-athlete for the purposes of financing disability insurance?

A: The student-athlete must submit a copy of all loan documents and a copy of the disability insurance policy to the member institution.

Q: Must student-athletes submit any documentation if they do not obtain a loan in order to finance the disability insurance policy?

A: YES. A student-athlete must still submit a copy of the disability insurance policy to the member institution.

Q: Does the NCAA offer disability insurance for student-athletes?

A: YES. The NCAA has a catastrophic injury insurance program and exceptional student-athlete disability insurance.

The catastrophic injury policy insures against catastrophic injuries incurred by student-athletes in a covered intercollegiate athletics activity. This policy is not designed to compensate student-athletes for any potential loss of future earnings as a professional athlete and does not cover injuries that occur outside of covered intercollegiate athletics activities. Thus, a student-athlete may wish to obtain a more comprehensive personal disability insurance policy.

The exceptional student-athlete disability insurance permits qualifying football, men's and women's basketball, baseball, and men's ice hockey student-athletes to purchase disability insurance contracts with pre-approved financing. However, there may be student-athletes who intend to pursue a career in professional athletics but do not qualify to obtain these policies, or student-athletes who qualify for this program but wish to obtain a more comprehensive policy on their own.

Case Studies

These are case studies based on actual cases investigated and processed by the NCAA. Names and certain details have been changed to preserve the confidentiality of the involved parties.

Accepting significant benefits from an agent and signing or agreeing to be represented by an agent are among the most serious violations from a student-athlete reinstatement perspective, and generally carry with them a determination that the student-athlete's eligibility should not be reinstated. These acts clearly professionalize an individual.



CASE STUDY No. 1

FACTS:

A football student-athlete enrolled at an NCAA member institution. The institution provided rules education to the student-athlete, including informing him that he would be ineligible to compete in collegiate football if he signed an agreement with an agent. The student-athlete had been at the institution for four years, but competed in only two seasons due to academic issues.

An agent made contact with the student-athlete and told him that he would check with the institution to determine whether the student-athlete had eligibility remaining. The agent later informed the student-athlete that he had checked with the institution and that the student-athlete had no remaining eligibility. That information was incorrect.

The student-athlete attempted to contact an academic advisor during Christmas break regarding whether he had any remaining eligibility, but did not hear back from the academic advisor for approximately one week, due to the holiday. In the meantime, the agent had provided the student-athlete with a National Football League Players Association (NFLPA) Standard Representation Agreement (SRA) and told the student-athlete that the deadline to sign with the agent in order to enter the National Football League (NFL) draft was quickly approaching. The student-athlete did not verify the deadline to enter the NFL draft with the NFL league office nor did the student-athlete confirm his NCAA eligibility status with the institution, but rather signed the SRA.

In early January, the student-athlete had a change of heart and asked the agent to tear up the SRA, which the agent did. At the end of January, the agent sent a letter to the student-athlete confirming that he had terminated his services and that the SRA was void.

OUTCOME:

The student-athlete was declared ineligible to compete by his institution. The NCAA student-athlete reinstatement staff considered a request from the institution to have the student-athlete's eligibility reinstated and declined to reinstate the student-athlete, after determining that the student-athlete knew, at the time he signed the SRA, that he was forfeiting his remaining eligibility.

CASE STUDY No. 2

FACTS:

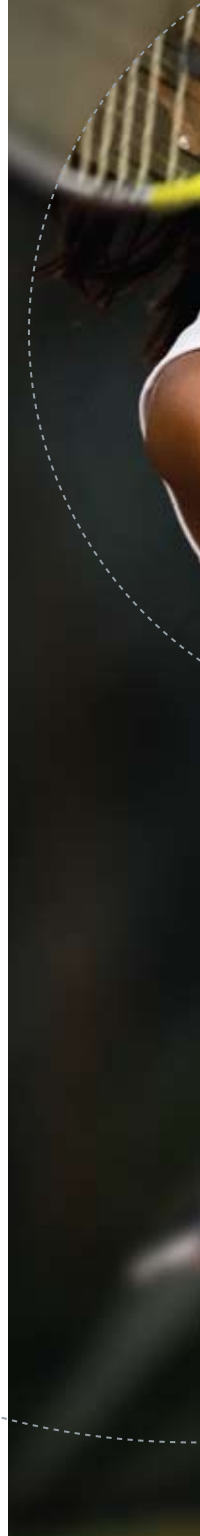
A men's basketball student-athlete attended an NCAA Division I member institution for one year before withdrawing. After withdrawing, the student-athlete traveled with a friend to New York City, where he met with a sports agent. The agent paid \$175 of the student-athlete's travel and meal expenses during the trip. Several months later, the sports agent paid travel expenses of approximately \$700 for the student-athlete to participate in a five-day National Basketball Association (NBA) pre-draft showcase. Later, the agent paid approximately \$500 in travel expenses for the student-athlete to participate in a professional league tryout.

The year after withdrawing, the student-athlete permitted the agent to enter his name for the NBA draft, but the student-athlete was not drafted. The agent then paid approximately \$1,500 in expenses for the student-athlete to participate in a tryout with a professional team. After the professional team declined to sign the student-athlete, he enrolled at an NCAA Division II member institution and sought to compete on the men's basketball team. The student-athlete asserted that he had no oral or written agreement with the sports agent.

OUTCOME:

The Division II institution sought to have the student-athlete's eligibility reinstated.

The NCAA student-athlete reinstatement staff and committee declined to reinstate the student-athlete's eligibility because they determined that the acceptance of significant impermissible benefits from a sports agent after the student-athlete's initial collegiate enrollment compromised the student-athlete's amateur status to the point that reinstatement was not warranted. Specifically, the student-athlete had rules education regarding agents and a responsibility to ensure his actions were permissible within NCAA regulations. In addition, the student-athlete's actions clearly professionalized him beyond the point warranting reinstatement.





FACTS:

While in high school, an international prospective women's tennis student-athlete signed an agreement with a sports management agency, in which she agreed that the agency would develop, negotiate and organize income-producing activities arising from her profession as a tennis player. The agreement was signed by both the student-athlete, who was 16 years old, and by the student-athlete's father. The agreement was terminated three years later and the student-athlete enrolled at an NCAA Division I member institution, where she sought to compete as a tennis student-athlete.

The student-athlete stated that she did not fully understand the terms of the agreement she had signed and did not realize that signing the agreement would jeopardize her amateur status. According to the student-athlete, none of the activities described in the agreement were ever performed, and she believed that the agreement would make it easier for her to get equipment. The prospective student-athlete never profited from her participation in tennis tournaments during the term of the contract.

OUTCOME:

The institution sought to have the student-athlete reinstated for intercollegiate competition. The NCAA student-athlete reinstatement staff and committee determined that the act of signing with an agent carries with it an intention to pursue a professional sports career and is considered a serious violation of NCAA amateurism principles. As a result, the student-athlete was not reinstated.

CASE STUDY No. 3

CASE STUDY

No. 4

FACTS:

A prospective men's basketball student-athlete decided to enter his name for the National Basketball Association (NBA) draft after his graduation from high school. The prospective student-athlete attended a privately owned training academy during the summer after his senior year of high school in order to prepare for the draft. Unbeknownst to the prospective student-athlete, an agent who had seen the prospective student-athlete play, spoke to several NBA teams about the prospective student-athlete's skills and set up workouts for the prospective student-athlete with several NBA teams.

The agent provided information about the workouts he set up to the training academy director, who passed the information along to the prospective student-athlete. The prospective student-athlete had no idea that an agent was involved in setting up the workouts and neither he nor his family had ever given the agent permission to act on the prospective student-athlete's behalf. The prospective student-athlete was not drafted and decided to attend an NCAA Division I member institution.

OUTCOME:

The prospective student-athlete was determined to have violated the NCAA agent legislation and was declared ineligible. However, due to the prospective student-athlete's lack of knowledge, he was reinstated without any requirement that he be withheld from competition. Please note in this situation a withholding condition was not imposed because the student-athlete had no knowledge of the agent's involvement and the agent acted outside the scope of any relationship established with the prospect.





FACTS:

After enrolling at an NCAA Division I member institution, a baseball student-athlete with one season of collegiate eligibility remaining was drafted by a professional baseball team. The student-athlete had been consulting with an advisor, with whom he had met to discuss the services the advisor could provide. The student-athlete indicated that he was interested in the advisor's services and kept in touch with him by telephone. The student-athlete did not sign an agreement with the advisor or pay the advisor for providing services to him. After the student-athlete was drafted, the student-athlete asked the advisor to contact the professional team that had drafted the student-athlete to review the details of the proposed contract. It was the student-athlete's understanding that the advisor would not negotiate the provisions of the contract with the team during this discussion.

The institution's coach had reviewed the NCAA rules related to agents and advisors with the student-athlete. The coach also contacted the student-athlete after the Major League Baseball draft to encourage him to return to school. The student-athlete made no mention of an advisor at this time.

The student-athlete signed a contract with the professional team and received expenses to travel to meet with representatives of the team. After signing the contract, a medical examination by the professional team discovered a possible health problem and the professional team voided the contract. The student-athlete returned to school and sought to compete on the institution's baseball team.

OUTCOME:

The institution sought reinstatement of the student-athlete's collegiate eligibility. The NCAA student-athlete reinstatement staff declined to reinstate the student-athlete. The staff determined that the student-athlete caused his advisor to act as an agent when he asked him to contact the professional team to review the details of the proposed contract. Further, the student-athlete had knowingly signed a professional contract, an act that clearly professionalized him.

CASE STUDY No. 5



CASE STUDY
No. 6

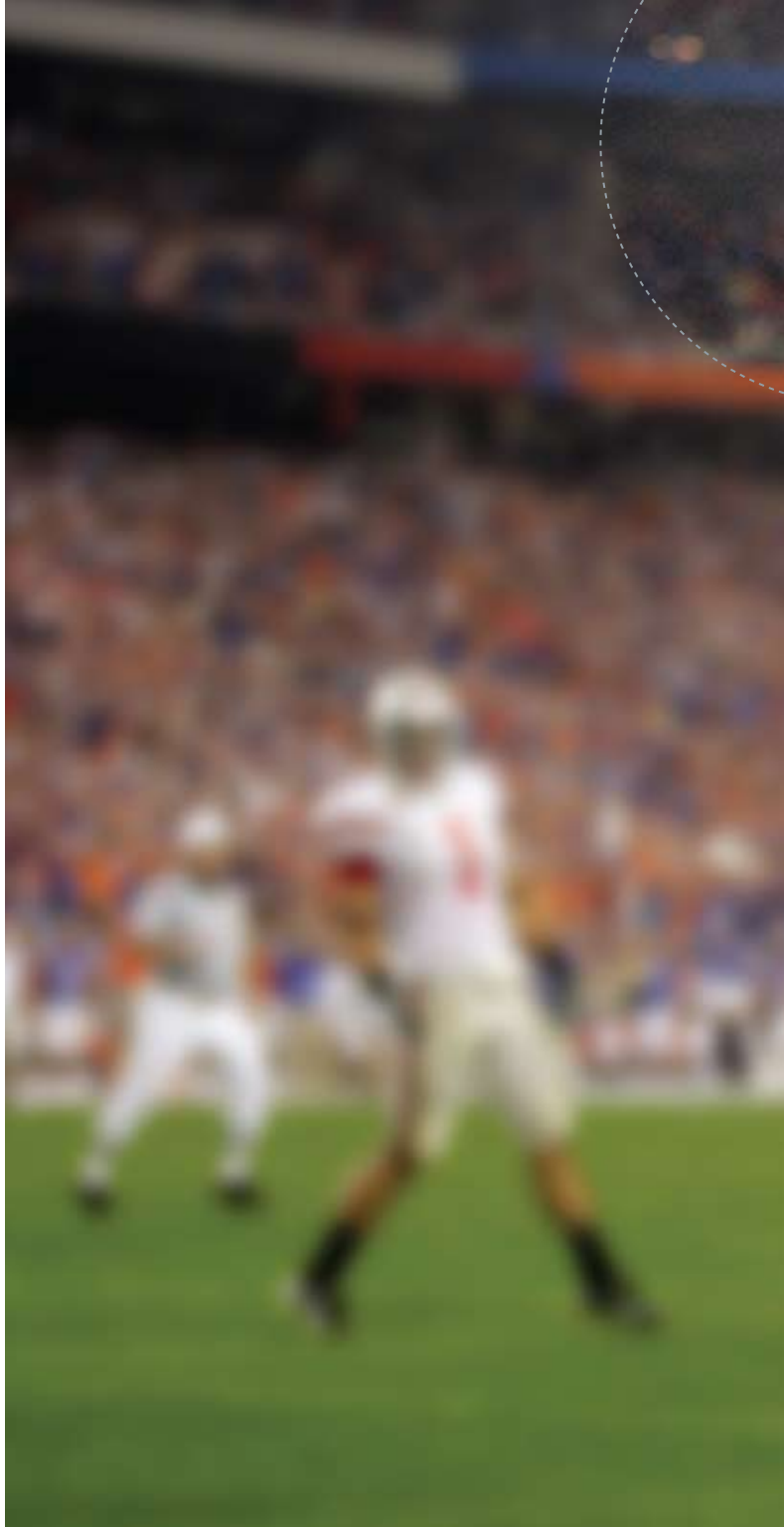
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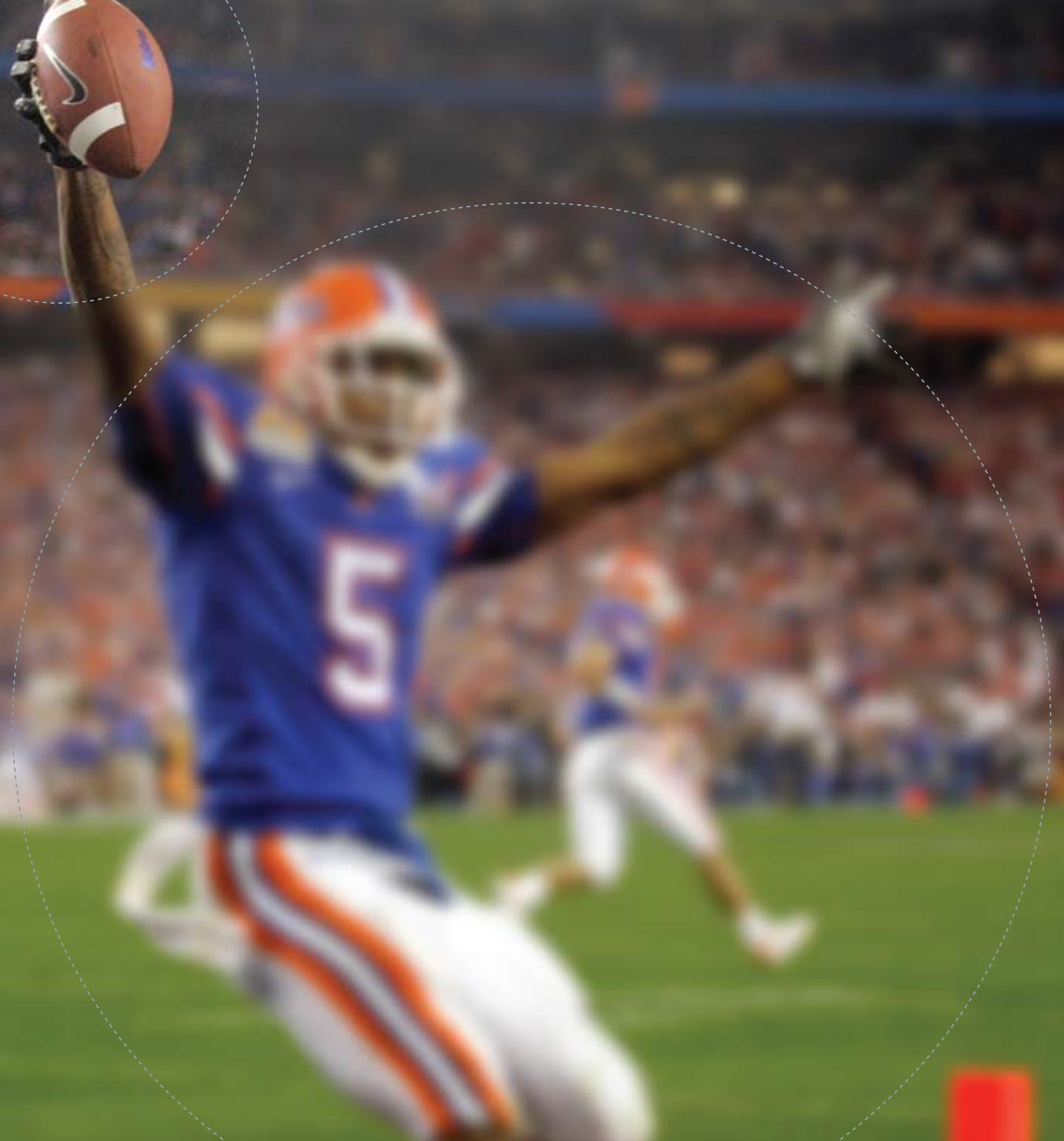
A football student-athlete sustained a season-ending injury in September of his final season of eligibility. The student-athlete was advised by the head football trainer that he would not be able to seek a sixth season of eligibility. The coaching staff did not discuss the possibility of a sixth season of eligibility when it met with the student-athlete after his injury. The student-athlete, therefore, signed an agreement with an agent in December to assist him with the National Football League (NFL) draft. The agent had not provided any expenses or material benefits to the student-athlete, though the agent had provided the student-athlete's medical records to several NFL teams.

In the interim, the institution had hired a new coaching staff, which asked the institution's compliance office to seek a sixth year of eligibility for the student-athlete. After reviewing the circumstances, the institution determined that the student-athlete was eligible to seek an extension of his eligibility. The student-athlete sought to return to the institution and complete his collegiate eligibility.

OUTCOME:

The student-athlete was declared ineligible due to the fact that he had signed an agreement with an agent. However, in light of the facts that the student-athlete acted in reliance on erroneous information provided by the institution and that the student-athlete did not receive material benefits from the agent, the NCAA student-athlete reinstatement staff reinstated the student-athlete subject to several conditions. The student-athlete was required to term inate his agreement in writing with the agent and withdraw from the NFL draft. The student-athlete was also required to repay \$100 to the charity of his choice. Finally, the institution was required to withhold the student-athlete from the first 30 percent of the institution's contests the following football season.





Note: In no way do any of the pictures or images within this publication imply that the depicted student-athletes have been involved in any violations of NCAA legislation or state or federal law with respect to agent involvement.



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