

**AMENDMENT IN THE NATURE OF A SUBSTITUTE
TO RULES COMMITTEE PRINT 119-29
OFFERED BY MRS. BEATTY OF OHIO**

Strike all after the enacting clause and insert the following:

1 SECTION 1. SHORT TITLE; TABLE OF CONTENTS.

2 (a) SHORT TITLE.—This Act may be cited as the
3 “Student Athlete Fairness and Enforcement Act”.

4 (b) TABLE OF CONTENTS.—The table of contents for
5 this Act is as follows:

Sec. 1. Short title; table of contents.
Sec. 2. Definitions.

TITLE I—NAME, IMAGE, AND LIKENESS PROTECTIONS

Sec. 101. Rights and protections.
Sec. 102. NIL reporting.
Sec. 103. Endorsement contract requirements.
Sec. 104. Student athlete sports agent reform.
Sec. 105. Financial literacy and life skills protections.

TITLE II—STUDENT ATHLETE TRANSFER AND DRAFT PROTECTIONS

Sec. 201. Transfer protections.
Sec. 202. Professional draft protections.

TITLE III—STUDENT ATHLETE HEALTH AND SAFETY RULES AND PROTECTIONS

Sec. 301. Student athlete safety standards.
Sec. 302. Independence of medical professionals.
Sec. 303. Provision of certain health care benefits for expenses related to participation in a varsity intercollegiate sport.

TITLE IV—SCHOLARSHIP AND COURSEWORK PROTECTIONS

Sec. 401. Student athlete scholarship protections.
Sec. 402. Limitation on influence or retaliation for coursework.

TITLE V—NONDISCRIMINATION AT TOURNAMENTS

Sec. 501. Nondiscriminatory access to facilities, services, and events.

TITLE VI—PROHIBITION ON PROP BETS INVOLVING STUDENT ATHLETES

Sec. 601. Prohibition on prop bets involving student athletes.

TITLE VII—INTERNATIONAL STUDENT VISAS

Sec. 701. F visas and employment authorization for international student athletes.

TITLE VIII—ADDITIONAL REVENUE SUPPORT TO PRESERVE COLLEGE SPORTS

Sec. 801. Authority for jersey or uniform patches.

TITLE IX—OFFICE OF THE ATHLETE OMBUDS

Sec. 901. Office of the Athlete Ombuds.

TITLE X—COLLEGE BROADCAST MEDIA RIGHTS

Sec. 1001. Purpose.

Sec. 1002. Definitions.

Sec. 1003. Expansion of Sports Broadcasting Act of 1961 to college sports.

Sec. 1004. Committee on intercollegiate sports media rights.

Sec. 1005. Market level broadcast access for college football and basketball.

Sec. 1006. Streaming rights utilization requirement for college sports other than football and basketball.

Sec. 1007. Limitation on renegotiation or extension of existing media rights contracts.

TITLE XI—ENFORCEMENT AND OVERSIGHT

Sec. 1101. Commission enforcement and oversight.

Sec. 1102. Enforcement by States.

Sec. 1103. Private right of action.

Sec. 1104. Whistleblower protections.

TITLE XII—GENERAL PROVISIONS

Sec. 1201. Authorization of appropriations.

Sec. 1202. Relationship to existing law.

Sec. 1203. Severability.

1 **SEC. 2. DEFINITIONS.**

2 In this Act:

3 (1) **ATHLETE AGENT.**—The term “athlete
4 agent” has the meaning given that term in section

1 2 of the Sports Agent Responsibility and Trust Act
2 (15 U.S.C. 7801).

3 (2) ATHLETIC ASSOCIATION.—

4 (A) IN GENERAL.—The term “athletic as-
5 sociation” means any organization or other
6 group organized in the United States that—

7 (i) has multiple conferences and insti-
8 tutions as members;

9 (ii) sponsors or arranges college ath-
10 letic competitions between institutions;

11 (iii) sets common rules, standards,
12 procedures, or guidelines for the adminis-
13 tration of college athletic competition; and

14 (iv) is not a conference.

15 (B) INCLUSIONS.—The term “athletic as-
16 sociation” includes—

17 (i) the National Collegiate Athletic
18 Association; and

19 (ii) any other national intercollegiate
20 athletic association.

21 (3) ATHLETIC DEPARTMENT.—The term “ath-
22 letic department” means a department at, or a com-
23 ponent of, an institution responsible for managing
24 one or more varsity intercollegiate sports programs.

1 (4) COLLEGE ATHLETIC COMPETITION.—The
2 term “college athletic competition” means any var-
3 sity game, meet, or other competition between or
4 among athletic teams sponsored by institutions.

5 (5) COLLEGE ATHLETIC EVENT.—The term
6 “college athletic event”—

7 (A) means a game, meet, competition, ban-
8 quet, practice, conditioning session, media ses-
9 sion, or any other event that has been organized
10 or authorized by an athletic department, con-
11 ference, or athletic association, regardless of
12 whether such event occurs on or off the campus
13 of an institution or during or outside the season
14 for competition; and

15 (B) includes team travel to and from any
16 such event.

17 (6) COMMENSURATE WITH OTHER COMPENSA-
18 TION.—The term “commensurate with other com-
19 pensation” means compensation at rates and terms
20 commensurate with compensation paid to individuals
21 with name, image, and likeness rights of comparable
22 value who are not student athletes or prospective
23 student athletes with respect to such institution.

24 (7) COMMISSION.—The term “Commission”
25 means the Federal Trade Commission.

1 (8) COMPENSATION.—

2 (A) IN GENERAL.—The term “compensa-
3 tion” means any payment, remuneration, or
4 benefit provided by an institution, third party,
5 or NIL collective to a student athlete.

6 (B) EXCLUSIONS.—The term “compensa-
7 tion” does not include payment or provision of
8 the following:

9 (i) Grant-in-aid.

10 (ii) Awards for education-related ex-
11 penses.

12 (iii) Amounts (including reimburse-
13 ments) for expenses related to meals, lodg-
14 ing, childcare, emergency family expenses,
15 transportation, and other expenses inci-
16 dental to participation in a varsity inter-
17 collegiate sports program that are available
18 based on uniform standards applicable to
19 all student athletes.

20 (iv) Hourly wages and benefits for
21 work performed outside of participation in
22 a varsity intercollegiate sports program at
23 a rate commensurate with the prevailing
24 rate in the relevant State or locality for
25 similar work.

1 (v) Federal Pell Grants provided
2 under section 401 of the Higher Education
3 Act of 1965 (20 U.S.C. 1070a) and other
4 Federal and State grants unrelated to, and
5 not awarded with respect to, participation
6 in college athletic competitions.

7 (vi) Health insurance and the costs of
8 health care funded by an athletic associa-
9 tion, conference, or institution.

10 (vii) Disability and loss of value insur-
11 ance funded by an athletic association,
12 conference, or institution.

13 (viii) Career counseling, job placement
14 services, or other guidance available to all
15 students at an institution.

16 (9) CONFERENCE.—The term “conference”
17 means any organization that is not an athletic asso-
18 ciation and that—

19 (A) has 2 or more institutions as members;
20 and

21 (B) arranges championships for college
22 athletic competition or sets rules for college
23 athletic competition.

24 (10) COST OF ATTENDANCE.—The term “cost
25 of attendance”—

1 (A) has the meaning given the term in sec-
2 tion 472 of the Higher Education Act of 1965
3 (20 U.S.C. 1087ll); and

4 (B) shall be calculated by the financial aid
5 office of each institution by applying the same
6 standards, policies, and procedures for all stu-
7 dents at that institution.

8 (11) COVERED COMPENSATION.—The term
9 “covered compensation” means compensation pro-
10 vided by an institution, third party, or NIL collective
11 to a student athlete that exceeds \$600, including
12 multiple payments, remunerations, or benefits with
13 the same institution, third party, or NIL collective
14 that exceeds a total of \$600 over a 12-month period.

15 (12) COVERED PROP BET.—The term “covered
16 prop bet” means a bet or wager with respect to a
17 student athlete or group of student athletes—

18 (A) on the occurrence or non-occurrence of
19 an action, achievement, or incident involving
20 such student athlete or group of student ath-
21 letes that may or may not have a direct bearing
22 on the final result of any college athletic com-
23 petition;

24 (B) regarding whether such student athlete
25 or group of student athletes will participate in

1 any college athletic competition or college ath-
2 letic event;

3 (C) regarding whether such student athlete
4 or group of student athletes will transfer from
5 one institution to another; or

6 (D) regarding whether such student ath-
7 lete or group of student athletes will enter a
8 professional sports draft.

9 (13) ENDORSEMENT CONTRACT.—The term
10 “endorsement contract” has the meaning given that
11 term in section 2 of the Sports Agent Responsibility
12 and Trust Act (15 U.S.C. 7801).

13 (14) GRANT-IN-AID.—The term “grant-in-aid”
14 means—

15 (A) a scholarship, grant, or other form of
16 financial assistance, including the provision of
17 tuition, room, board, books, or funds for fees or
18 personal expenses that—

19 (i) is paid or provided by an institu-
20 tion to a student for their undergraduate
21 or graduate education; and

22 (ii) is in an amount that does not ex-
23 ceed the cost of attendance and any edu-
24 cation-related benefits for such student at
25 the institution; and

1 (B) does not include covered compensation.

2 (15) IMAGE.—The term “image”, with respect
3 to a student athlete, means a photograph, video,
4 computer-generated representation, or other depic-
5 tion that identifies, is linked to, or is reasonably
6 linkable to the student athlete.

7 (16) INSTITUTION.—The term “institution” has
8 the meaning given the term “institution of higher
9 education” in section 101 of the Higher Education
10 Act of 1965 (20 U.S.C. 1001).

11 (17) LIKENESS.—The term “likeness”, with re-
12 spect to a student athlete, means—

13 (A) the uniquely identifiable body, physical
14 characteristics, or voice of the student athlete;

15 (B) any other mark that identifies or dis-
16 tinguishes the student athlete; or

17 (C) the jersey number associated with the
18 student athlete during the period of athletic
19 participation by the student athlete at an insti-
20 tution if the jersey number is accompanied by—

21 (i) a logo or color scheme that is
22 clearly associated with the institution; or

23 (ii) some other means by which the
24 jersey number is associated with the stu-
25 dent athlete.

1 (18) NAME.—The term “name”, with respect to
2 a student athlete, means—

3 (A) the first, last, or family name that
4 identifies the student athlete;

5 (B) a nickname or assumed name of the
6 student athlete; or

7 (C) a username associated with the stu-
8 dent athlete on any public facing internet plat-
9 form.

10 (19) NIL COLLECTIVE.—The term “NIL collec-
11 tive”—

12 (A) means an entity affiliated with an in-
13 stitution that—

14 (i) represents, manages, or facilitates
15 endorsement contracts for student athletes
16 in connection with participation by the stu-
17 dent athlete on a varsity intercollegiate
18 sports team of the institution; and

19 (ii) in the most recent 1-year period,
20 entered into 1 or more endorsement con-
21 tracts with 1 or more student athletes ex-
22 ceeding \$600; and

23 (B) includes—

24 (i) an individual who is or has been a
25 member, employee, director, owner, officer

1 or other representative of an entity de-
2 scribed in subparagraph (A);

3 (ii) an individual or entity that has di-
4 rectly or indirectly contributed more than
5 \$50,000 over the lifetime of the individual
6 or entity to the athletic program of the in-
7 stitution or to an entity described in sub-
8 paragraph (A);

9 (iii) an individual or entity that is not
10 an employee of or associated with the insti-
11 tution and who is directed or requested by
12 the institution or employees of the institu-
13 tion to assist in the recruitment or reten-
14 tion of student athletes or prospective stu-
15 dent athletes; and

16 (iv) any entity (other than a publicly
17 traded corporation) owned, controlled, op-
18 erated by, or otherwise affiliated with an
19 entity or individual described in subpara-
20 graph (A) or this subparagraph.

21 (20) PROSPECTIVE STUDENT ATHLETE.—The
22 term “prospective student athlete” means an indi-
23 vidual who is recruited to attend an institution as a
24 student athlete, but has not yet enrolled at an insti-
25 tution.

1 (21) STUDENT ATHLETE.—The term “student
2 athlete” means a matriculated student at an institu-
3 tion who participates in a varsity intercollegiate
4 sport managed by the institution.

5 (22) THIRD PARTY.—The term “third party”
6 means an individual or entity that is—

7 (A) not an institution, athletic department,
8 conference, or athletic association; and

9 (B) unaffiliated with—

10 (i) an athletic department of an insti-
11 tution;

12 (ii) a conference; or

13 (iii) an athletic association.

14 (23) VALID BUSINESS PURPOSE.—The term
15 “valid business purpose” means a purpose related to
16 the promotion of goods or services provided to the
17 general public for profit.

18 (24) VARSITY INTERCOLLEGIATE SPORT.—The
19 term “varsity intercollegiate sport” means a sport
20 played at the intercollegiate level, administered by
21 an athletic department, for which eligibility require-
22 ments for participation by student athletes are es-
23 tablished by an athletic association.

1 **TITLE I—NAME, IMAGE, AND**
2 **LIKENESS PROTECTIONS**

3 **SEC. 101. RIGHTS AND PROTECTIONS.**

4 (a) STUDENT ATHLETE NAME, IMAGE, AND LIKE-
5 NESS RIGHTS.—

6 (1) IN GENERAL.—Except as explicitly provided
7 in this Act and the amendments made by this Act,
8 an institution, athletic department, conference, ath-
9 letic association, or any representative of such an
10 entity may not—

11 (A) restrict the ability of a student athlete
12 or group of student athletes—

13 (i) to market or to earn compensation
14 for the value of their name, image, or like-
15 ness;

16 (ii) to obtain or to retain an athlete
17 agent or legal representation; or

18 (iii) to receive compensation from a
19 third party for—

20 (I) reasonable costs of transpor-
21 tation, room, or board for friends or
22 family members of a student athlete
23 to visit the student athlete during any
24 period during which the student ath-
25 lete is experiencing a documented

1 physical or mental health concern or
2 participating in a college athletic com-
3 petition;

4 (II) reasonable costs for neces-
5 sities, including food, shelter, medical
6 coverage, and medical expenses; or

7 (III) reasonable costs for tuition,
8 fees, books, transportation, or any
9 other incidental expense that is not
10 otherwise provided by the institution;

11 (B) limit athletic opportunities for a stu-
12 dent athlete on the basis of—

13 (i) the student athlete marketing, or
14 earning compensation for the value of,
15 their name, image, or likeness in compli-
16 ance with this Act and the amendments
17 made by this Act; or

18 (ii) the student athlete obtaining rep-
19 resentation by an athlete agent or legal
20 representative;

21 (C) use receipt of compensation from a
22 third party pursuant to an endorsement con-
23 tract as a factor in determining (unless to the
24 benefit of the student athlete)—

1 (i) the eligibility or opportunity of a
2 student athlete to apply for or receive a
3 grant-in-aid; or

4 (ii) the amount, duration, or renewal
5 of the grant-in-aid of a student athlete; or

6 (D) revoke, reduce, or decline to renew a
7 grant-in-aid for a student athlete based on the
8 student athlete having entered into an endorse-
9 ment contract in compliance with this Act and
10 the amendments made by this Act.

11 (2) INSTITUTIONAL NAME, IMAGE, AND LIKE-
12 NESS.—An institution, athletic department, con-
13 ference, athletic association, or NIL collective may
14 pay, provide, or facilitate compensation to a student
15 athlete for the use of the name, image, and likeness
16 of the student athlete pursuant to an endorsement
17 contract or revenue sharing agreement.

18 (3) CONSENT AND COMPENSATION FOR GROUP
19 USE.—An institution, athletic department, con-
20 ference, athletic association, NIL collective, third
21 party, or any representative thereof, may not use the
22 name, image, or likeness of any group of student
23 athletes to sell or promote any product or service
24 unless the institution, athletic department, con-
25 ference, athletic association, NIL collective, or third

1 party, as the case may be, obtains an agreement
2 from each member of the group for that purpose.

3 (4) NOTIFICATION OF RULES.—An institution
4 shall provide to each student athlete enrolled at the
5 institution, in a timely manner before the start of
6 the regular session or participation of the student
7 athlete in a college athletics program, a list of rules
8 that govern endorsement contracts and receiving
9 covered compensation.

10 (b) RESTRICTIONS.—

11 (1) INSTITUTION INTELLECTUAL PROPERTY RE-
12 STRICTIONS.—A student athlete shall not use the fa-
13 cilities, apparel, equipment, uniforms, or intellectual
14 property of an institution, including logos, indicia,
15 registered and unregistered trademarks, and prod-
16 ucts protected by copyright, for any opportunity to
17 earn compensation for the use of the name, image,
18 or likeness of the student athlete unless expressly
19 permitted by the institution.

20 (2) INSTITUTION-SPONSORED COMPETITION
21 AND PRACTICES.—

22 (A) IN GENERAL.—An institution may pro-
23 hibit a student athlete from engaging in in-per-
24 son activities in connection with an endorse-
25 ment contract that are concurrent with a man-

1 datory college athletic event or college athletic
2 competition.

3 (B) ACTIVITIES OTHER THAN MANDATORY
4 COLLEGE ATHLETIC EVENTS OR COLLEGE ATH-
5 LETIC COMPETITION.—An institution may not
6 prohibit, and may not enter into a contract that
7 prohibits, a student athlete from the use of
8 shoes, apparel, or equipment, or carrying out
9 activities pursuant to an endorsement contract,
10 during a period in which the student athlete is
11 not engaged in a mandatory college athletic
12 event or college athletic competition.

13 (C) NONAPPLICABILITY TO PRE-RECORDED
14 ACTIVITIES.—Subparagraph (A) shall not apply
15 to scheduled social media posts, pre-recorded
16 commercials, and other commercial or business
17 activities that do not take place in person.

18 (3) RESTRICTIONS ON ENDORSEMENT CON-
19 TRACTS WITH NIL COLLECTIVES.—An institution,
20 conference, or athletic association shall prohibit an
21 NIL collective from entering into an endorsement
22 contract with a student athlete that is not for a valid
23 business purpose or commensurate with other com-
24 pensation.

1 (c) ADDITIONAL PROTECTIONS.—An institution, a
2 conference, or an athletic association may not impose on
3 students athletes restrictions on speech that are more
4 stringent than restrictions on speech imposed on other
5 students enrolled in the institution.

6 **SEC. 102. NIL REPORTING.**

7 (a) MANDATORY REPORTING BY STUDENT ATH-
8 LETES.—

9 (1) ENROLLED ATHLETES.—All Division I stu-
10 dent athletes enrolled at an institution are required
11 to report the terms of any endorsement contract for
12 covered compensation to the institution or a report-
13 ing entity designated by the institution not later
14 than 5 business days after the date on which the
15 student athlete executes the endorsement contract.

16 (2) RECRUITED ATHLETES.—With respect to a
17 Division I student athlete who is or may be recruited
18 to attend, but is not yet enrolled in an institution,
19 and who enters into an endorsement contract, the
20 student athlete shall, before signing a letter of in-
21 tent, provide to the institution a copy of all current
22 endorsement contracts entered into by the student
23 athlete.

24 (b) MANDATORY REPORTING BY INSTITUTIONS.—

1 (1) IN GENERAL.—Not later than 60 days after
2 the date on which an academic year ends, each insti-
3 tution with 1 or more varsity intercollegiate sports
4 programs shall submit to their governing athletic as-
5 sociation a report that includes, for the academic
6 year, the following:

7 (A) The revenues and expenditures of each
8 such sports program, including third-party do-
9 nations, Federal funds, State funds, and com-
10 pensation for personnel of each such sports pro-
11 gram, individually and in aggregate.

12 (B) The average number of hours student
13 athletes spent on college athletic events and col-
14 lege athletic competition, disaggregated by
15 sports program.

16 (C) The academic outcomes and majors for
17 student athletes, disaggregated by sports pro-
18 gram.

19 (D) The number, average, and total value
20 of endorsement contracts entered into between
21 the institution and student athletes,
22 disaggregated by sports program.

23 (2) TREATMENT OF MEN'S AND WOMEN'S PRO-
24 GRAMS.—An institution shall treat men's and wom-
25 en's sports programs as distinct sports programs for

1 the purposes of reporting obligations under this sub-
2 section.

3 (c) MANDATORY REPORTING BY ASSOCIATIONS.—

4 Not later than 120 days after the date on which an aca-
5 demic year ends, each athletic association shall post pub-
6 licly on an internet website of the athletic association a
7 report that includes the information reported to the asso-
8 ciation by institutions pursuant to subsection (b).

9 (d) MANDATORY ANNUAL REPORTING BY NIL COL-
10 LECTIVES.—Each NIL collective shall, not later than 30
11 days after first entering into or arranging an endorsement
12 contract, submit to each athletic association that governs
13 any institution with which the NIL collective is affiliated,
14 if any, the following:

15 (1) The name and contact information for the
16 NIL collective, including a telephone number, email
17 address, and, if available, a website address.

18 (2) The address of the principal place of busi-
19 ness of the NIL collective.

20 (3) A description of the type of business and
21 business activity of the NIL collective, including
22 whether it operates as a nonprofit and the varsity
23 intercollegiate sports programs covered under its ac-
24 tivities.

1 (4) A description of the institution or institu-
2 tions with which the NIL collective is affiliated or
3 with respect to which the NIL collective engages in
4 an endorsement contract or contracts with students
5 of the institution or institutions.

6 (5) A description of the relationship of the NIL
7 collective with any varsity intercollegiate sports pro-
8 gram, including any coordination with an institution.

9 **SEC. 103. ENDORSEMENT CONTRACT REQUIREMENTS.**

10 (a) IN GENERAL.—The Sports Agent Responsibility
11 and Trust Act (15 U.S.C. 7801 et seq.) is amended—

12 (1) in section 2—

13 (A) by redesignating paragraphs (3)
14 through (9) as paragraphs (4) through (10), re-
15 spectively; and

16 (B) by inserting after paragraph (2) the
17 following:

18 “(3) ATHLETIC ASSOCIATION.—The term ‘ath-
19 letic association’ has the meaning given that term in
20 section 2 of the Student Athlete Fairness and En-
21 forcement Act.”; and

22 (2) by inserting after section 3 the following:

23 **“SEC. 3A. ENDORSEMENT CONTRACT REQUIREMENTS.**

24 “(a) ENDORSEMENT CONTRACT REQUIREMENTS.—
25 An endorsement contract with a student athlete must—

1 “(1) be in writing;

2 “(2) plainly state that the student athlete has
3 the right to obtain or retain an athlete agent or legal
4 representation with respect to the endorsement con-
5 tract;

6 “(3) state the name of each party to the en-
7 dorsement contract;

8 “(4) state a description of services rendered
9 and the terms of the endorsement contract;

10 “(5) state the amount of compensation to be
11 provided to the student athlete under the endorse-
12 ment contract; and

13 “(6) not be for a term that extends beyond the
14 eligibility of the student athlete to participate in var-
15 sity intercollegiate sport.

16 “(b) EFFECT OF COMPLIANCE.—An endorsement
17 contract with a student athlete that does not comply with
18 the requirements under subsection (a) shall be void at the
19 option of the student athlete.

20 “(c) RESCISSION OF CONTRACT.—A student athlete
21 who no longer participates in an intercollegiate sport pro-
22 gram as a result of a determination of ineligibility by an
23 athletic association may rescind an endorsement contract
24 with a remaining term of 1 year or longer—

25 “(1) without being held liable for breach; and

1 “(2) with no obligation to return payments or
2 compensation received before giving notice of the re-
3 seission.

4 “(d) PRIVACY PROTECTIONS.—

5 “(1) PROHIBITION ON DISCLOSURE OF EN-
6 DORSEMENT CONTRACTS.—Except as explicitly pro-
7 vided by this Act or the Student Athlete Fairness
8 and Enforcement Act, an institution (or a reporting
9 entity designated by the institution), third party, or
10 NIL collective may not disclose an endorsement con-
11 tract or any term of an endorsement contract pub-
12 licly or to any individual who is not party to the en-
13 dorsement contract without the express written con-
14 sent of the student athlete that is party to the en-
15 dorsement contract unless—

16 “(A) the endorsement contract or the term
17 has already been disclosed publicly by the stu-
18 dent athlete or their athlete agent or legal rep-
19 resentative; or

20 “(B) required to comply with a properly
21 authorized civil, criminal, or regulatory inves-
22 tigation or subpoena or summons by Federal or
23 State authorities.

24 “(2) CONSENT REQUIREMENTS.—Written con-
25 sent under paragraph (1) shall state the individual

1 or entity to which the institution (or a reporting en-
2 tity designated by the institution), third party, or
3 NIL collective may disclose the endorsement con-
4 tract or term of the contract, any permitted subse-
5 quent disclosures of the contract, and the purpose of
6 the disclosure.

7 “(3) NON-APPLICABILITY OF OPEN RECORDS
8 LAWS.—Endorsement contracts or other financial in-
9 formation provided by a student athlete or an ath-
10 lete agent of a student athlete to an institution shall
11 not be subject to Federal or State open records laws.

12 “(e) DEFINITIONS.—In this section, the terms ‘com-
13 pensation’, ‘institution’, ‘NIL collective’, and ‘third party’
14 have the meanings given those terms in section 2 of the
15 Student Athlete Fairness and Enforcement Act.”.

16 (b) CLERICAL AMENDMENT.—The table of contents
17 for the Sports Agent Responsibility and Trust Act is
18 amended by inserting after the item relating to section 3
19 the following:

“Sec. 3A. Endorsement contract requirements.”.

20 **SEC. 104. STUDENT ATHLETE SPORTS AGENT REFORM.**

21 (a) IN GENERAL.—The Sports Agent Responsibility
22 and Trust Act (15 U.S.C. 7801 et seq.), as amended by
23 section 103, is further amended—

24 (1) in section 2 (15 U.S.C. 7801), by amending
25 paragraph (1) to read as follows:

1 “(1) AGENCY CONTRACT.—The term ‘agency
2 contract’ means a written agreement—

3 “(A) in which a student athlete authorizes
4 a person to negotiate or solicit on behalf of the
5 student athlete a professional sports contract or
6 an endorsement contract; and

7 “(B) that—

8 “(i) states the name of each party to
9 the agreement;

10 “(ii) states the term of the agreement;

11 “(iii) states the registration informa-
12 tion for the athlete agent; and

13 “(iv) states the fee or commission
14 charged by the athlete agent.”;

15 (2) in section 3 (15 U.S.C. 7802)—

16 (A) in subsection (a)—

17 (i) in paragraph (2), by striking “;
18 or” and inserting a semicolon;

19 (ii) in paragraph (3), by striking the
20 period at the end and inserting a semi-
21 colon; and

22 (iii) by adding at the end the fol-
23 lowing:

24 “(4) represent a student athlete for an endorse-
25 ment contract without entering into agency contract;

1 “(5) represent a student athlete for an endorse-
2 ment contract without the athlete agent first reg-
3 istering as an agent with a State and certifying to
4 an athletic association governing the intercollegiate
5 sport the student athlete participates in that the
6 athlete agent is registered with a State;

7 “(6) charge a student athlete a fee in connec-
8 tion with an endorsement contract that exceeds 5
9 percent of the value of the endorsement contract;

10 “(7) enter into an agency contract with an ath-
11 lete for a term that extends beyond the eligibility of
12 the student athlete to participate in intercollegiate
13 sport;

14 “(8) entice a student athlete to enroll at an in-
15 stitution (as defined in section 2 of the Student Ath-
16 lete Fairness and Enforcement Act), transfer to or
17 from an institution, or declare an intent to transfer
18 from an institution by misrepresenting the existence,
19 nature, or value of a name, image, or likeness oppor-
20 tunity the athlete agent can arrange on behalf of the
21 student athlete; or

22 “(9) make a materially false, misleading, decep-
23 tive, or fraudulent representation as an athlete agent
24 or in the application for registration as an athlete
25 agent.”; and

1 (B) in subsection (b)(3), by striking
2 “Warning to Student Athlete: If you agree oral-
3 ly or in writing to be represented by an agent
4 now or in the future you may lose your eligi-
5 bility to compete as a student athlete in your
6 sport.”;

7 (3) by inserting after section 3A, as added by
8 section 103, the following:

9 **“SEC. 3B. REGISTRATION AND OTHER REQUIREMENTS OF**
10 **ATHLETE AGENTS AND ATHLETIC ASSOCIA-**
11 **TIONS.**

12 “(a) REGISTRATION REQUIREMENT.—Prior to rep-
13 resenting a student athlete for an endorsement contract,
14 a prospective athlete agent must register with a State.

15 “(b) REGISTRATION ESTABLISHED.—An individual is
16 deemed to be registered with a State for purposes of this
17 section if the individual is—

18 “(1) a registered professional sports agent with
19 a professional sports league or players association, in
20 good standing; or

21 “(2) registered and certified under the All State
22 Uniform Agent Acts in the State in which the agent
23 operates, in good standing.

24 “(c) AGENT FEE CAP.—Fees charged by an athlete
25 agent in connection with an endorsement contract entered

1 into by a student athlete shall not exceed 5 percent of the
2 value of the endorsement contract.

3 “(d) CERTIFICATION TO ATHLETIC ASSOCIATIONS.—

4 “(1) REQUIREMENT.—An athlete agent that
5 represents a student athlete participating in an
6 intercollegiate sport governed by an athletic associa-
7 tion must certify to the athletic association that the
8 athlete agent is registered with a State.

9 “(2) PROHIBITION.—It is unlawful for an indi-
10 vidual to certify to an athletic association that the
11 individual is an athlete agent if the individual is not
12 registered with a State.

13 “(e) REQUIREMENTS OF ATHLETIC ASSOCIATIONS.—

14 “(1) SEARCHABLE REGISTRY.—It is unlawful
15 for an athletic association to operate without main-
16 taining a publicly available website that includes a
17 searchable database of athlete agents registered
18 under subsection (a) and certified under subsection
19 (b).

20 “(2) WEBSITE.—An athletic association shall
21 include on a publicly available website a working link
22 to, or information on how to locate, the website of
23 the Commission.”; and

24 (4) by inserting after section 5 the following:

1 **“SEC. 5A. PRIVATE RIGHT OF ACTION.**

2 “(a) IN GENERAL.—Any current or former student
3 athlete alleging a violation of this Act may bring a civil
4 action in an appropriate district court of the United States
5 or in an appropriate State court.

6 “(b) RELIEF.—In a civil action brought under sub-
7 section (a) in which the plaintiff prevails, the court may
8 award—

9 “(1) actual damages;

10 “(2) reasonable attorney’s fees and litigation
11 costs; and

12 “(3) any other relief, including equitable or de-
13 claratory relief, that the court determines appro-
14 priate.

15 “(c) INVALIDITY OF PRE-DISPUTE ARBITRATION
16 AGREEMENTS AND PRE-DISPUTE JOINT ACTION WAIV-
17 ERS.—

18 “(1) IN GENERAL.—Notwithstanding any other
19 provision of law, no pre-dispute arbitration agree-
20 ment or pre-dispute joint action waiver shall be valid
21 or enforceable against a student athlete with respect
22 to a dispute arising under this Act.

23 “(2) APPLICABILITY.—Any determination as to
24 whether or how paragraph (1) applies to any dispute
25 shall be made by a court, rather than an arbitrator,
26 without regard to whether the agreement or waiver

1 that is the subject of the dispute purports to dele-
2 gate such determination to an arbitrator.

3 “(3) DEFINITIONS.—In this subsection:

4 “(A) PRE-DISPUTE ARBITRATION AGREE-
5 MENT.—The term ‘pre-dispute arbitration
6 agreement’ means any agreement to arbitrate a
7 dispute that has not arisen at the time of the
8 making of the agreement.

9 “(B) PRE-DISPUTE JOINT-ACTION WAIV-
10 ER.—The term ‘pre-dispute joint-action waiver’
11 means an agreement, whether or not part of a
12 pre-dispute arbitration agreement, that would
13 prohibit, or waive the right of, one of the par-
14 ties to the agreement to participate in a joint,
15 class, or collective action in a judicial, arbitral,
16 administrative, or other forum, concerning a
17 dispute that has not yet arisen at the time of
18 the making of the agreement.”.

19 (b) CLERICAL AMENDMENTS.—The table of contents
20 for the Sports Agent Responsibility and Trust Act is
21 amended—

22 (1) by inserting after the item relating to sec-
23 tion 3A the following:

“Sec. 3B. Registration and other requirements of athlete agents and athletic
associations.”; and

1 (2) by inserting after the item relating to sec-
2 tion 5 the following:

“Sec. 5A. Private right of action.”.

3 **SEC. 105. FINANCIAL LITERACY AND LIFE SKILLS PROTEC-**
4 **TIONS.**

5 (a) FINANCIAL AND CONTRACT LITERACY DEVELOP-
6 MENT PROGRAM.—Each institution shall offer a financial
7 and contract literacy development program using its own
8 curriculum or the curriculum developed by an athletic as-
9 sociation or conference.

10 (b) LIMITATION.—A program under subsection (a)
11 may not include any marketing, advertising, referral, or
12 solicitation offers.

13 **TITLE II—STUDENT ATHLETE**
14 **TRANSFER AND DRAFT PRO-**
15 **TECTIONS**

16 **SEC. 201. TRANSFER PROTECTIONS.**

17 An institution, athletic department, conference, ath-
18 letic association, or any representative of such an entity
19 shall permit a student athlete to transfer from one institu-
20 tion to another institution—

21 (1) twice, without losing or delaying eligibility
22 to participate in varsity intercollegiate sport; and

23 (2) additionally upon—

1 (A) mutual agreement of the institution
2 from which the student athlete transfers and
3 the student athlete; or

4 (B) discontinuation of a sport or material
5 under investment in a sport by that institution
6 impacting the student athlete.

7 **SEC. 202. PROFESSIONAL DRAFT PROTECTIONS.**

8 An institution, athletic department, conference, ath-
9 letic association, or any representative of such an entity
10 may not punish a student athlete based on the student
11 athlete having entered into a professional sports draft, if
12 the student athlete—

13 (1) does not receive compensation directly or in-
14 directly, from a professional sports league or team;
15 and

16 (2) not later than 7 days after the completion
17 of the draft, declares their intent to resume partici-
18 pation in college athletic competition.

19 **TITLE III—STUDENT ATHLETE**
20 **HEALTH AND SAFETY RULES**
21 **AND PROTECTIONS**

22 **SEC. 301. STUDENT ATHLETE SAFETY STANDARDS.**

23 (a) HEALTH, WELFARE, AND SAFETY STAND-
24 ARDS.—Each institution, conference, and athletic associa-
25 tion shall adhere to standards to protect student athletes

1 from sports-related serious injury, conditions, and death,
2 including—

3 (1) brain injury, by adhering to the concussion
4 management practices, protocols, and legislation of
5 the National Collegiate Athletic Association effective
6 January 15, 2024, and as amended to strengthen
7 protections for student athletes;

8 (2) heat-related illness, by adhering to the
9 American College of Sports Medicine Expert Con-
10 sensus Statement on Exertional Heat Illness: Rec-
11 ognition, Management, and Return to Activity (April
12 2023), and as amended to strengthen protections for
13 student athletes;

14 (3) rhabdomyolysis, in accordance with the
15 guidelines of the National Collegiate Athletic Asso-
16 ciation for exertional rhabdomyolysis published in
17 2025, and as amended to strengthen protections for
18 student athletes; and

19 (4) for any student athlete who is identified
20 with—

21 (A) sickle cell trait, by following the guide-
22 lines published by the National Collegiate Ath-
23 letic Association in 2025, and as amended to
24 strengthen protections for student athletes; and

1 (B) asthma, by following the guidelines of
2 the National Athletic Trainers' Association Po-
3 sition Statement: Management of Asthma in
4 Athletes (September 2005), and as amended to
5 strengthen protections for student athletes.

6 (b) MEASURES TO PREVENT, ASSESS, AND REME-
7 DIATE ABUSE OR MISCONDUCT.—Each institution, con-
8 ference, and athletic association shall take reasonable ac-
9 tions to prevent, assess, and remediate—

10 (1) abuse or hazing of any student athlete, in-
11 cluding physical and sexual abuse; and

12 (2) sexual assault, sexual misconduct, and sex-
13 ual harassment.

14 (c) ATHLETE ADVOCATE ORGANIZATIONS.—Each in-
15 stitution, athletic department, conference, and athletic as-
16 sociation shall provide student athletes with a list of inde-
17 pendent athlete advocate organizations at the beginning
18 of each academic year.

19 (d) INDEPENDENT OFFICERS OF INSTITUTIONS.—

20 (1) IN GENERAL.—Each institution shall des-
21 ignate an official, independent from the athletic de-
22 partment of the institution, as the athletic health
23 and safety independent officer for the institution.

1 (2) REPORTING.—The health and safety inde-
2 pendent officer designated under paragraph (1) for
3 an institution shall report directly to—

4 (A) the president or other head officer of
5 the institution; or

6 (B) a designee of the president or other
7 head officer of the institution if such des-
8 ignee—

9 (i) reports directly to the president or
10 other head officer of the institution;

11 (ii) is not an employee of the athletic
12 department of the institution; and

13 (iii) does not report to any employee
14 of the athletic department.

15 (3) INDEPENDENT OFFICER RESPONSIBIL-
16 ITIES.—An employee who is designated by an insti-
17 tution under paragraph (1) as a health and safety
18 independent officer shall be responsible for, at a
19 minimum—

20 (A) overseeing implementation of the appli-
21 cable requirements the institution is subject to
22 under this section, including any applicable
23 training, oversight practices, policies, and pro-
24 cedures; and

1 (B) consulting with student athletes and
2 athletic department personnel and reporting
3 any suspected violations of this section to the
4 president or other head officer of the institu-
5 tion.

6 **SEC. 302. INDEPENDENCE OF MEDICAL PROFESSIONALS.**

7 (a) IN GENERAL.—Medical personnel, including ath-
8 letic trainers, physical therapists, and physicians, shall
9 have the autonomous, unchallengeable authority to deter-
10 mine medical management and return to play decisions
11 for student athletes under their care at an institution.

12 (b) LIMITATION ON NONMEDICAL PERSONNEL.—No
13 coach or other nonmedical personnel of an institution may
14 attempt to influence or disregard the decisions of medical
15 personnel with respect to the medical management and re-
16 turn to play decisions for student athletes under their care
17 at the institution.

18 **SEC. 303. PROVISION OF CERTAIN HEALTH CARE BENEFITS**
19 **FOR EXPENSES RELATED TO PARTICIPATION**
20 **IN A VARSITY INTERCOLLEGIATE SPORT.**

21 (a) DIVISION I HEALTH BENEFITS.—Each Division
22 I institution, or an athletic association or conference on
23 behalf of a Division I institution, shall cover the cost of
24 the following:

1 (1) During the participation by a student ath-
2 lete in a varsity intercollegiate sport—

3 (A) all out-of-pocket medical expenses,
4 such as copayments or deductibles, for the
5 health care coverage of the student athlete for
6 any injury or disease incurred through partici-
7 pation in a varsity intercollegiate sport;

8 (B) the expense of obtaining medical sec-
9 ond opinions independent of the institution for
10 any injury or disease incurred through partici-
11 pation in a varsity intercollegiate sport; and

12 (C) catastrophic injury medical coverage
13 for any catastrophic injury or disease incurred
14 through participation in a varsity intercollegiate
15 sport that—

16 (i) results in or may result in a dis-
17 ability; or

18 (ii) exceeds \$90,000 in medical costs.

19 (2) An end-of-college physical examination for
20 the purpose of documenting and diagnosing any in-
21 jury or condition related to participation in a varsity
22 intercollegiate sport.

23 (b) POST-ELIGIBILITY COVERAGE.—

24 (1) IN GENERAL.—Each institution, or an ath-
25 letic association or conference on behalf of an insti-

1 tution, shall for the 5-year period beginning on the
2 day after the last college athletic competition for the
3 student athlete, cover the cost of all out-of-pocket
4 medical expenses of the student athlete for health
5 care coverage for any injury or disease incurred
6 through participation in a varsity intercollegiate
7 sport.

8 (2) ATHLETIC ASSOCIATION POST-ELIGIBILITY
9 INSURANCE AND CATASTROPHIC INJURY FUND OR
10 PROGRAM.—An athletic association must—

11 (A) establish a fund or program to help
12 cover the cost of—

13 (i) in the case of an institution gener-
14 ating less than \$20,000,000 in total an-
15 nual athletics revenue during an academic
16 year, compliance with paragraph (1) in the
17 event of demonstrated financial hardship;
18 and

19 (ii) medical expenses for student ath-
20 letes diagnosed with significant long-term
21 conditions related to their participation in
22 a varsity intercollegiate sport, including
23 chronic traumatic encephalopathy and any
24 other cognitive impairment; and

1 (B) ensure that the fund or program es-
2 tablished under subparagraph (A) is adequately
3 funded.

4 (c) NOTIFICATION REGARDING MENTAL HEALTH
5 SERVICES.—An institution must clearly and conspicuously
6 notify student athletes, not less frequently than annually,
7 of the mental health services available to them on campus.

8 **TITLE IV—SCHOLARSHIP AND**
9 **COURSEWORK PROTECTIONS**

10 **SEC. 401. STUDENT ATHLETE SCHOLARSHIP PROTECTIONS.**

11 (a) IN GENERAL.—Except as provided in subsection
12 (b), an institution that awards a grant-in-aid to a student
13 athlete shall not reduce or withdraw the grant-in-aid
14 amount, including on the basis of—

15 (1) the athletics ability, performance, or con-
16 tribution of the student athlete to team success;

17 (2) an injury or illness or based on a physical
18 or mental medical condition of the student athlete;
19 or

20 (3) roster management decisions.

21 (b) EXCEPTIONS.—Subsection (a) shall not apply to
22 an individual if the individual—

23 (1) does not meet established policies for par-
24 ticipating in mandatory team athletic activities for a
25 varsity intercollegiate sport;

1 (2) is not in compliance with the code of con-
2 duct as applied to all students of the institution;

3 (3) is academically ineligible to attend the insti-
4 tution; or

5 (4) transfers to another institution.

6 (c) NOTICE.—An institution shall provide a student
7 athlete with timely written notice with respect to any pos-
8 sible reduction in or loss of a grant-in-aid amount.

9 (d) REINSTATEMENT.—In the case of a revocation of
10 grant-in-aid amounts for an individual pursuant to an ex-
11 ception under subsection (b), an institution may reinstate
12 such amounts if the individual subsequently cures or satis-
13 fies the reasons for revocation of those amounts.

14 (e) FORMER STUDENT ATHLETES.—Until the earlier
15 of the end of a 10 academic year period during which an
16 individual is enrolled at an institution or the date on which
17 the individual receives an undergraduate degree, an insti-
18 tution shall continue to provide grant-in-aid amounts cov-
19 ering tuition, books, and fees to any former student ath-
20 lete who—

21 (1) received grant-in-aid amounts while enrolled
22 at the institution;

23 (2) has not completed their course of study for
24 an undergraduate degree; and

1 (3) was enrolled at the institution during their
2 last year of eligibility for a varsity intercollegiate
3 sport.

4 **SEC. 402. LIMITATION ON INFLUENCE OR RETALIATION**
5 **FOR COURSEWORK.**

6 (a) IN GENERAL.—An athletic department of an in-
7 stitution or representative thereof may not—

8 (1) exert influence over the selection by a stu-
9 dent athlete of any course or academic major;

10 (2) retaliate against a student athlete based on
11 the selection by the student athlete of any course or
12 academic major; or

13 (3) interfere with or discourage any student
14 athlete who seeks to secure employment or intern-
15 ships, participate in student groups or events, or
16 serve as a volunteer, unless such activities interfere
17 with mandatory class time or mandatory college ath-
18 letic events.

19 (b) RULE OF CONSTRUCTION.—Subsection (a) may
20 not be construed as preventing an athletic department or
21 representative thereof from—

22 (1) informing a student athlete of academic eli-
23 gibility requirements and mandatory and expected
24 team activities; or

1 (2) providing other legitimate academic coun-
2 seling and support services, in collaboration with the
3 institution, to help student athletes pursue the aca-
4 demic interests of and improve academic outcomes
5 for the student athlete.

6 **TITLE V—NONDISCRIMINATION**
7 **AT TOURNAMENTS**

8 **SEC. 501. NONDISCRIMINATORY ACCESS TO FACILITIES,**
9 **SERVICES, AND EVENTS.**

10 An athletic association or conference may not dis-
11 criminate on the basis of sex with regard to the provision
12 of medical care, rest, hotel stays, food, athletic facilities,
13 transportation, and sporting event promotions.

14 **TITLE VI—PROHIBITION ON**
15 **PROP BETS INVOLVING STU-**
16 **DENT ATHLETES**

17 **SEC. 601. PROHIBITION ON PROP BETS INVOLVING STU-**
18 **DENT ATHLETES.**

19 No individual or entity engaged in the business of
20 betting or wagering may accept any bet or wager that in-
21 cludes a covered prop bet.

1 **TITLE VII—INTERNATIONAL**
2 **STUDENT VISAS**

3 **SEC. 701. F VISAS AND EMPLOYMENT AUTHORIZATION FOR**
4 **INTERNATIONAL STUDENT ATHLETES.**

5 (a) F VISA CATEGORY.—Section 101(a)(15)(F) of
6 the Immigration and Nationality Act (8 U.S.C.
7 1101(a)(15)(F)) is amended—

8 (1) in clause (ii), by striking “and” at the end;
9 and

10 (2) in clause (iii), by striking the semicolon at
11 the end and inserting, “ and (iv) an alien who is or
12 will become a student athlete (as defined in section
13 2 of the Student Athlete Fairness and Enforcement
14 Act) upon enrollment at an institution of higher edu-
15 cation (as defined in section 101 of the Higher Edu-
16 cation Act of 1965 (20 U.S.C. 1001)) and who in-
17 tends to enter into an agreement for the commercial
18 use of the alien’s name, image, or likeness in ex-
19 change for compensation (as defined in section 2 of
20 the Student Athlete Fairness and Enforcement
21 Act);”.

22 (b) EMPLOYMENT AUTHORIZATION.—Section 214(m)
23 of Immigration and Nationality Act (8 U.S.C. 1184(m))
24 is amended by adding at the end the following:

1 “(3) A nonimmigrant who obtains the status of a
2 nonimmigrant under clause (iv) of section 101(a)(15)(F)
3 shall be eligible for employment authorization for the pur-
4 pose of engaging in activities pursuant to an agreement
5 for the commercial use of the name, image, or likeness
6 of the nonimmigrant in exchange for compensation (as de-
7 fined in section 2 of the Student Athlete Fairness and En-
8 forcement Act).”.

9 **TITLE VIII—ADDITIONAL REV-**
10 **ENUE SUPPORT TO PRE-**
11 **SERVE COLLEGE SPORTS**

12 **SEC. 801. AUTHORITY FOR JERSEY OR UNIFORM PATCHES.**

13 (a) **PURPOSE.**—The purpose of this section is to pro-
14 vide additional revenue for institutions to fund all sports,
15 including Olympic sports and women’s sports, and to dis-
16 courage institutions from raising tuition or fees on stu-
17 dents to pay for the varsity intercollegiate sports programs
18 of those institutions.

19 (b) **AUTHORITY.**—No athletic association or con-
20 ference shall prohibit an institution or conference from ob-
21 taining sponsorship for a single jersey or uniform patch
22 for any sport, if any institution deriving or obtaining rev-
23 enue from the patch, either individually or through a con-
24 ference, provides, at a minimum, the same number of ros-
25 ter spots and scholarships for student athletes in non-rev-

1 enue-generating and women’s varsity intercollegiate sports
2 as the institution provided during the 2023–2024 aca-
3 demic year.

4 **TITLE IX—OFFICE OF THE**
5 **ATHLETE OMBUDS**

6 **SEC. 901. OFFICE OF THE ATHLETE OMBUDS.**

7 (a) **ESTABLISHMENT.**—Each athletic association
8 shall establish an office to support student athletes, to be
9 known as the “Office of the Athlete Ombuds”.

10 (b) **DUTIES.**—The Office of the Athlete Ombuds for
11 an athletic association shall—

12 (1) provide independent information and advice
13 to athletes, at no cost, about this Act and the rules,
14 regulations, and policies of the athletic association;

15 (2) assist student athletes in the resolution of
16 athlete concerns with respect to the athletic associa-
17 tion, conferences, and institutions; and

18 (3) direct student athletes to external third-
19 party resources for student athletes, including ath-
20 lete advocacy organizations.

21 (c) **CONFIDENTIALITY.**—

22 (1) **IN GENERAL.**—Except as provided in para-
23 graph (2), the Office of the Athlete Ombuds for an
24 athletic association shall maintain as confidential
25 any information communicated or provided to the

1 Office of the Athlete Ombuds in confidence in any
2 matter relating to a concern of a student athlete.

3 (2) EXCEPTION.—The Office of the Athlete
4 Ombuds may disclose information described in para-
5 graph (1)—

6 (A) with the permission of the person who
7 provided the information to the Office of the
8 Athlete Ombuds;

9 (B) in response to a subpoena issued by a
10 court of competent jurisdiction; or

11 (C) if necessary to protect any person from
12 imminent risk of serious harm.

13 **TITLE X—COLLEGE BROADCAST** 14 **MEDIA RIGHTS**

15 **SEC. 1001. PURPOSE.**

16 The purpose of this title is to provide additional rev-
17 enue for institutions to fund all sports, including Olympic
18 sports and women’s sports, and to discourage institutions
19 from raising tuition or fees on students to pay for the in-
20 stitutions’ varsity intercollegiate sports programs.

21 **SEC. 1002. DEFINITIONS.**

22 (a) REFERENCES TO SPORTS BROADCASTING ACT OF
23 1961.—In this title, the term “Sports Broadcasting Act
24 of 1961” means the Act of September 30, 1961 (15
25 U.S.C. 1291 et seq.).

1 (b) AMENDMENTS TO SPORTS BROADCASTING ACT
2 OF 1961.—Section 5 of the Sports Broadcasting Act of
3 1961 (15 U.S.C. 1295) is amended—

4 (1) by striking “As used in this Act, ‘persons’
5 means” and inserting the following: “As used in this
6 Act:

7 “(7) PERSONS.—The term ‘persons’ means”;
8 and

9 (2) by inserting before paragraph (7), as so
10 designated, the following:

11 “(1) COLLEGE ATHLETIC COMPETITION.—The
12 term ‘college athletic competition’ has the meaning
13 given the term in section 2 of the Student Athlete
14 Fairness and Enforcement Act.

15 “(2) DESIGNATED MARKET AREA.—The term
16 ‘designated market area’ has the meaning given the
17 term in section 122(j)(2)(C) of title 17, United
18 States Code.

19 “(3) INSTITUTION.—The term ‘institution’ has
20 the meaning given the term ‘institution of higher
21 education’ in section 101 of the Higher Education
22 Act of 1965 (20 U.S.C. 1001).

23 “(4) LOCAL DESIGNATED MARKET AREA.—

24 “(A) IN GENERAL.—The term ‘local des-
25 ignated market area’ means a designated mar-

1 ket area that includes the principal campus of
2 an institution that is a member of a partici-
3 pating association.

4 “(B) PUBLICATION OF LIST.—The Federal
5 Communications Commission shall—

6 “(i) not later than 180 days after the
7 date of enactment of the Student Athlete
8 Fairness and Enforcement Act, publish a
9 list of designated market areas described
10 in subparagraph (A); and

11 “(ii) maintain the list described in
12 clause (i) on a public website.

13 “(5) LOCAL OUTLET OPTION.—The term ‘Local
14 Outlet option’ means the opportunity for not less
15 than 1 outlet to carry a live college athletic competi-
16 tion without charge to viewers within the local des-
17 ignated market area of an institution that is partici-
18 pating in the competition.

19 “(6) PARTICIPATING ASSOCIATION.—The term
20 ‘participating association’ means an association that
21 has entered into a joint agreement described in sec-
22 tion 1(b)(1).”.

1 **SEC. 1003. EXPANSION OF SPORTS BROADCASTING ACT OF**
2 **1961 TO COLLEGE SPORTS.**

3 (a) IN GENERAL.—Section 1 of the Sports Broad-
4 casting Act of 1961 (15 U.S.C. 1291) is amended—

5 (1) by striking “That the” and inserting the
6 following:

7 **“SEC. 1. EXEMPTION OF CERTAIN AGREEMENTS FROM**
8 **ANTITRUST LAWS.**

9 “(a) PROFESSIONAL SPORTS.—The”; and

10 (2) by adding at the end the following:

11 “(b) COLLEGE SPORTS.—

12 “(1) IN GENERAL.—The antitrust laws, as de-
13 fined in subsection (a), shall not apply to any joint
14 agreement by or among persons engaging in or con-
15 ducting organized college athletic competitions,
16 through which an association described in paragraph
17 (2) of institutions participating in any such competi-
18 tion—

19 “(A) sells or otherwise transfers all or any
20 part of the rights of those institutions in the
21 sponsored telecasting of those competitions; and

22 “(B) distributes revenues from the sale of
23 those rights, which distribution, in the case of
24 an association described in paragraph (2)(A), is
25 determined in accordance with section 5.

1 “(2) ELIGIBLE ASSOCIATION.—An association
2 described in this paragraph is—

3 “(A) an association that includes, at a
4 minimum, as of the date on which the joint
5 agreement described in paragraph (1) is entered
6 into—

7 “(i) each institution that competes in
8 the Football Bowl Subdivision, if the num-
9 ber of such institutions is more than 136;

10 “(ii) the 136 highest earning institu-
11 tions by athletics revenue, if the number of
12 institutions that compete in the Football
13 Bowl Subdivision is less than 136; or

14 “(iii) either each institution that com-
15 petes in the Football Bowl Subdivision or
16 the 136 highest earning institutions by
17 athletics revenue, if the number of institu-
18 tions that compete in the Football Bowl
19 Subdivision is 136; or

20 “(B) an association that does not include
21 any institution described in subparagraph
22 (A).”.

23 (b) TECHNICAL AND CONFORMING AMENDMENTS.—
24 The Sports Broadcasting Act of 1961 is amended—

25 (1) in section 2 (15 U.S.C. 1292)—

1 (A) by striking “Section 1” and inserting
2 “Section 1(a)”; and

3 (B) by striking “in section 1” and insert-
4 ing “in section 1(a)”;

5 (2) in section 3 (15 U.S.C. 1293), by striking
6 “section 1” each place it appears and inserting “sec-
7 tion 1(a)”; and

8 (3) in section 4 (15 U.S.C. 1294), by striking
9 “section 1” and inserting “section 1(a)”.

10 **SEC. 1004. COMMITTEE ON INTERCOLLEGIATE SPORTS**

11 **MEDIA RIGHTS.**

12 The Sports Broadcasting Act of 1961 is amended—

13 (1) by redesignating sections 5 and 6 (15
14 U.S.C. 1295, 1291 note) as sections 8 and 9, respec-
15 tively; and

16 (2) by inserting after section 4 (15 U.S.C.
17 1294) the following:

18 **“SEC. 5. COMMITTEE ON INTERCOLLEGIATE SPORTS MEDIA**

19 **RIGHTS.**

20 “(a) DEFINITIONS.—

21 “(1) TERMS DEFINED IN STUDENT ATHLETE
22 FAIRNESS AND ENFORCEMENT ACT.—In this section,
23 the terms ‘athletic association’, ‘conference’, ‘student
24 athlete’ and ‘varsity intercollegiate sport’ have the

1 meanings given those terms in section 2 of the Stu-
2 dent Athlete Fairness and Enforcement Act.

3 “(2) OTHER TERMS.—In this section:

4 “(A) COLLECTIVE MEDIA RIGHTS REV-
5 ENUE.—The term ‘collective media rights rev-
6 enue’ means revenue derived from the sale or
7 transfer of the collective media rights of all
8 member institutions resulting from a joint
9 agreement described in section 1(b)(1).

10 “(B) COMMITTEE.—The term ‘Committee’
11 means the committee established under sub-
12 section (b).

13 “(C) MEMBER INSTITUTION.—The term
14 ‘member institution’ means an institution that
15 is a member of an association described in sec-
16 tion 1(b)(2)(A) that enters into a joint agree-
17 ment described in section 1(b)(1).

18 “(b) ESTABLISHMENT.—There is established within
19 the National Collegiate Athletic Association a committee
20 with authority over—

21 “(1) the marketing and negotiation of the sale
22 or transfer of the collective media rights of all mem-
23 ber institutions; and

24 “(2) the distribution of collective media rights
25 revenue to member institutions.

1 “(c) MEMBERSHIP.—

2 “(1) SELECTION.—The members of the Com-
3 mittee shall be selected by the presidents of member
4 institutions.

5 “(2) NUMBER.—Notwithstanding any other
6 rule of the National Collegiate Athletic Association
7 for the establishment, selection, composition, or
8 membership of any body, committee, or board of the
9 association, or the weight of the vote of any member
10 of such body, committee, or board, the Committee
11 shall consist of 14 voting members having 1 vote
12 each.

13 “(3) REPRESENTATION.—

14 “(A) CURRENT OR FORMER STUDENT ATH-
15 LETES.—

16 “(i) IN GENERAL.—2 members of the
17 Committee shall be student athletes who—

18 “(I) are student athletes as of
19 the date of their selection for the
20 Committee; or

21 “(II) were student athletes dur-
22 ing the 5-year period preceding the
23 date of their selection for the Com-
24 mittee.

1 “(ii) ATHLETES IN SPORTS OTHER
2 THAN FOOTBALL AND BASKETBALL.—Not
3 less than 1 individual selected for the Com-
4 mittee under clause (i) shall be a current
5 or former student athlete who plays or
6 played a varsity intercollegiate sport other
7 than football or basketball.

8 “(B) NO EMPLOYEES OF CONFERENCES
9 OR ATHLETIC ASSOCIATIONS.—No individual
10 who is a current or former employee of a con-
11 ference or athletic association may be selected
12 for the Committee.

13 “(C) LIMIT ON EMPLOYEES AND REP-
14 RESENTATIVES OF CERTAIN INSTITUTIONS AND
15 CONFERENCES.—Not more than 4 members of
16 the Committee may be employees or representa-
17 tives of—

18 “(i) an institution that is among the
19 70 institutions with the highest athletics
20 revenue during the 2024–2025 academic
21 year; or

22 “(ii) the Southeastern Conference, the
23 Big Ten Conference, the Big 12 Con-
24 ference, or the Atlantic Coast Conference,
25 or any successors thereto, including em-

1 employees or representatives of any institu-
2 tion that is a member of such a conference.

3 “(D) HBCU REPRESENTATIVE.—

4 “(i) IN GENERAL.—Not less than 1
5 member of the Committee shall be a rep-
6 resentative of a historically Black college
7 or university.

8 “(ii) DEFINITION.—For purposes of
9 clause (i), the term ‘historically Black col-
10 lege or university’ means a part B institu-
11 tion, as defined in section 322 of the High-
12 er Education Act of 1965 (20 U.S.C.
13 1061).

14 “(E) NON-REVENUE SPORT REPRESENTA-
15 TIVE.—Not less than 1 member of the Com-
16 mittee, other than a member selected under
17 subparagraph (A)(i), shall be associated with a
18 varsity intercollegiate sport other than football,
19 basketball, or another revenue-generating sport.

20 “(F) NON-FOOTBALL INSTITUTION.—Not
21 less than 1 member of the Committee shall be
22 an employee or representative of an institution
23 that does not sponsor a varsity intercollegiate
24 football team.

1 “(G) NON-POWER CONFERENCE REP-
2 RESENTATIVES.—Three members of the Com-
3 mittee shall be representatives of conferences
4 other than the Southeastern Conference, the
5 Big Ten Conference, the Big 12 Conference, or
6 the Atlantic Coast Conference, or any succes-
7 sors thereto.

8 “(H) TITLE IX EXPERT.—Not less than 1
9 member of the Committee shall be an academic
10 who—

11 “(i) is a recognized expert on title IX
12 of the Education Amendments of 1972 (20
13 U.S.C. 1681 et seq.); and

14 “(ii) is not an employee of—

15 “(I) a conference; or

16 “(II) the athletic department of a
17 member institution.

18 “(I) CONSUMER ADVOCATE.—Not less
19 than 1 member of the Committee shall be a
20 consumer advocate with expertise in providing
21 sports content to fans.

22 “(d) ATTORNEY OR OTHER REPRESENTATIVE.—The
23 Committee may retain or select an attorney, agent, person,
24 or entity to engage in marketing or negotiation on behalf
25 of the Committee.

1 “(e) DISTRIBUTION OF MEDIA RIGHTS REVENUE TO
2 INSTITUTIONS.—

3 “(1) METHOD.—Not less frequently than once
4 each academic year, the Committee shall, by vote of
5 a majority of the members, determine the method of
6 distribution of collective media rights revenue among
7 member institutions.

8 “(2) REQUIREMENTS.—The method of distribu-
9 tion of collective media rights revenue determined
10 under paragraph (1) shall ensure that—

11 “(A) each member institution receives
12 more collective media rights revenue during
13 each academic year than the institution received
14 during the 2024–2025 academic year; and

15 “(B) each member institution is able to
16 offer and maintain the same number of scholar-
17 ships and roster spots for non-revenue-gener-
18 ating varsity intercollegiate sports programs
19 and women’s varsity intercollegiate sports pro-
20 grams during each academic year as the institu-
21 tion provided during the 2023–2024 academic
22 year.

23 “(f) INSTITUTIONAL ALLOCATION OF MEDIA RIGHTS
24 REVENUE.—Any member institution that receives collec-
25 tive media rights revenue shall offer and maintain at least

1 as many scholarships and roster spots for non-revenue-
2 generating varsity intercollegiate sports programs and
3 women’s varsity intercollegiate sports programs during
4 each academic year as the institution provided during the
5 2023–2024 academic year.

6 “(g) DISTRIBUTION REQUIREMENT.—Not later than
7 30 days after receiving a payment of collective media
8 rights revenue from a media rights partner, the National
9 Collegiate Athletic Association shall distribute the collec-
10 tive media rights revenue to member institutions in ac-
11 cordance with the method determined under subsection
12 (e)(1).

13 “(h) PUBLICATION OF DISTRIBUTION.—Not later
14 than 30 days after distributing collective media rights rev-
15 enue to member institutions, the National Collegiate Ath-
16 letic Association shall publicly post on its website the
17 amount of revenue distributed to each member institu-
18 tion.”.

19 **SEC. 1005. MARKET LEVEL BROADCAST ACCESS FOR COL-**
20 **LEGE FOOTBALL AND BASKETBALL.**

21 The Sports Broadcasting Act of 1961 is amended by
22 inserting after section 5 (as added by section 1004 of this
23 Act) the following:

1 **“SEC. 6. MARKET-LEVEL BROADCAST ACCESS FOR COL-**
2 **LEGE FOOTBALL AND BASKETBALL.**

3 “(a) REQUIREMENT OF LOCAL OUTLET OPTION.—

4 “(1) IN GENERAL.—As a condition of the ex-
5 emption under section 1(b)(1), a participating asso-
6 ciation shall make available, on a non-exclusive
7 basis, for each college athletic competition in football
8 or basketball, not less than 1 Local Outlet option in
9 the local designated market area of each institution
10 participating in the competition.

11 “(2) RULE OF CONSTRUCTION.—Nothing in
12 paragraph (1) shall be construed to require carriage
13 of a college athletic competition by more than 1
14 Local Outlet in a given designated market area.

15 “(b) GOOD FAITH NEGOTIATION.—

16 “(1) IN GENERAL.—Each participating associa-
17 tion, and any network, distributor, or licensee hold-
18 ing market-level rights or seeking Local Outlet op-
19 tion rights to college athletic competitions described
20 in subsection (a), shall negotiate in good faith to ful-
21 fill the requirement of that subsection.

22 “(2) ENFORCEMENT.—The Federal Commu-
23 nications Commission shall have jurisdiction over
24 complaints alleging a violation of paragraph (1).”.

1 **SEC. 1006. STREAMING RIGHTS UTILIZATION REQUIRE-**
2 **MENT FOR COLLEGE SPORTS OTHER THAN**
3 **FOOTBALL AND BASKETBALL.**

4 The Sports Broadcasting Act of 1961 is amended by
5 inserting after section 6 (as added by section 1005 of this
6 Act) the following:

7 **“SEC. 7. STREAMING RIGHTS UTILIZATION REQUIREMENT**
8 **FOR COLLEGE SPORTS OTHER THAN FOOT-**
9 **BALL AND BASKETBALL.**

10 “(a) **REQUIREMENT OF USE.**—A broadcast network,
11 streaming platform, or other distributor to which any
12 streaming or digital distribution rights to college athletic
13 competitions in sports other than football or basketball are
14 sold, licensed, or otherwise conveyed by a participating as-
15 sociation or its member institutions shall affirmatively use
16 those rights by making the competitions reasonably avail-
17 able to the public not later than 1 year after the effective
18 date of the agreement under which the rights are sold,
19 licensed, or otherwise conveyed.

20 “(b) **REVERSION OF RIGHTS.**—

21 “(1) **IN GENERAL.**—If a broadcast network,
22 streaming platform, or other distributor to which
23 streaming or digital distribution rights are sold, li-
24 censed, or otherwise conveyed as described in sub-
25 section (a) does not use, or materially underutilizes,
26 the rights during the 1-year period beginning on the

1 effective date of the agreement under which the
2 rights are sold, licensed, or otherwise conveyed, the
3 rights shall automatically revert to the originating
4 association or institution.

5 “(2) RECONVEYANCE.—Upon the reversion of
6 rights under paragraph (1), the originating associa-
7 tion or institution may resell, relicense, or otherwise
8 reconvey the rights to another entity without penalty
9 or liability for breach of the original agreement de-
10 scribed in that paragraph.”.

11 **SEC. 1007. LIMITATION ON RENEGOTIATION OR EXTENSION**
12 **OF EXISTING MEDIA RIGHTS CONTRACTS.**

13 (a) IN GENERAL.—A contract for media rights be-
14 tween an athletic association, conference, or institution de-
15 scribed in subsection (b) and a network, distributor, or
16 licensee that is in effect on October 1, 2025, may not be
17 renegotiated or extended before the expiration date in the
18 contract, without regard to any provision in the contract
19 that authorizes an extension before the expiration date.

20 (b) COVERED ENTITIES.—An athletic association,
21 conference, or institution described in this subsection is—

22 (1) an athletic association that is eligible to
23 enter into a joint agreement described in subsection
24 (b)(1) of section 1 of the Sports Broadcasting Act
25 of 1961 (15 U.S.C. 1291), as added by section 1002

1 of this Act, regardless of whether the athletic asso-
2 ciation has entered into such a joint agreement; or

3 (2) a conference or institution that is a member
4 of an athletic association described in paragraph (1).

5 **TITLE XI—ENFORCEMENT AND** 6 **OVERSIGHT**

7 **SEC. 1101. COMMISSION ENFORCEMENT AND OVERSIGHT.**

8 (a) ENFORCEMENT BY THE COMMISSION.—

9 (1) IN GENERAL.—A violation of a provision or
10 amendment contained in title I, II, IV, V, or VI or
11 section 302 or 303 of this Act or a regulation pro-
12 mulgated thereunder shall be treated as a violation
13 of a rule defining an unfair or deceptive act or prac-
14 tice prescribed under section 18(a)(1)(B) of the Fed-
15 eral Trade Commission Act (15 U.S.C.
16 57a(a)(1)(B)).

17 (2) POWERS OF THE COMMISSION.—

18 (A) IN GENERAL.—Except as provided in
19 subparagraph (C), the Commission shall enforce
20 titles I, II, IV, and V of this Act and the
21 amendments made by those titles in the same
22 manner, by the same means, and with the same
23 jurisdiction, powers, and duties as though all
24 applicable terms and provisions of the Federal
25 Trade Commission Act (15 U.S.C. 41 et seq.)

1 were incorporated into and made a part of this
2 Act.

3 (B) PRIVILEGES, AND IMMUNITIES.—Ex-
4 cept as provided in subparagraph (C), any per-
5 son who violates title I, II, IV, or V of this Act
6 or a regulation promulgated thereunder shall be
7 subject to the penalties and entitled to the
8 privileges and immunities provided in the Fed-
9 eral Trade Commission Act (15 U.S.C. 41 et
10 seq.).

11 (C) NONPROFIT ORGANIZATIONS.—Not-
12 withstanding section 4, 5(a)(2), or 6 of the
13 Federal Trade Commission Act (15 U.S.C. 44,
14 45(a)(2), 46) or any jurisdictional limitation of
15 the Commission, the Commission shall also en-
16 force this Act, in the same manner provided in
17 subparagraphs (A) and (B), with respect to or-
18 ganizations not organized to carry on business
19 for their own profit or that of their members.

20 (D) AUTHORITY PRESERVED.—Nothing in
21 this Act shall be construed to limit the author-
22 ity of the Commission under any other provi-
23 sion of law.

24 (b) OVERSIGHT OF STUDENT ATHLETE RIGHTS AND
25 PROTECTIONS.—The Commission shall, with respect to

1 the implementation of titles I, II, IV, and V of this Act,
2 report any potential violations of title IX of the Education
3 Amendments of 1972 (20 U.S.C. 1681 et seq.) to the Of-
4 fice for Civil Rights of the Department of Education.

5 **SEC. 1102. ENFORCEMENT BY STATES.**

6 (a) CIVIL ACTION.—In any case in which the attor-
7 ney general or a consumer protection officer of a State
8 has reason to believe that an interest of the residents of
9 that State has been or is adversely affected by a person
10 engaging in an act or practice that violates a provision
11 or amendment contained in title I, II, III, IV, V, or VI
12 of this Act, the attorney general or a consumer protection
13 officer of the State may bring a civil action on behalf of
14 the residents of the State in an appropriate district court
15 of the United States or in an appropriate State court to—

16 (1) enjoin such act or practice;

17 (2) enforce compliance with any such provision
18 or amendment;

19 (3) obtain damages, civil penalties, restitution,
20 or other compensation on behalf of the residents of
21 the State; or

22 (4) obtain such other relief as the court may
23 consider appropriate.

24 (b) RIGHTS OF THE COMMISSION.—

25 (1) NOTICE TO THE COMMISSION.—

1 (A) IN GENERAL.—Except as provided in
2 subparagraph (C), the attorney general or a
3 consumer protection officer of a State, before
4 initiating a civil action under subsection (a)
5 shall notify the Commission in writing that the
6 attorney general or consumer protection officer
7 intends to bring such civil action.

8 (B) CONTENTS.—The notification required
9 by subparagraph (A) shall include a copy of the
10 complaint to be filed to initiate the civil action.

11 (C) EXCEPTION.—If it is not feasible for
12 the attorney general or a consumer protection
13 officer of a State to provide the notification re-
14 quired by subparagraph (A) before initiating a
15 civil action under subsection (a), the attorney
16 general or consumer protection officer shall no-
17 tify the Commission immediately upon insti-
18 tuting the civil action.

19 (2) INTERVENTION BY THE COMMISSION.—The
20 Commission may—

21 (A) intervene in any civil action brought by
22 the attorney general or a consumer protection
23 officer of a State under subsection (a); and

24 (B) upon intervening—

1 (i) be heard on all matters arising in
2 the civil action; and

3 (ii) file petitions for appeal.

4 (c) PRESERVATION OF STATE POWERS.—No provi-
5 sion of this section shall be construed as altering, limiting,
6 or affecting the authority of an attorney general or a con-
7 sumer protection officer of a State to—

8 (1) bring an action or other regulatory pro-
9 ceeding arising under the law in effect in that State;
10 or

11 (2) exercise the powers conferred on the attor-
12 ney general or consumer protection officer by the
13 laws of the State, including the ability to conduct in-
14 vestigations, to administer oaths or affirmations, or
15 to compel the attendance of witnesses or the produc-
16 tion of documents or other evidence.

17 (d) VENUE; SERVICE OF PROCESS.—

18 (1) VENUE.—Any action brought under sub-
19 section (a) may be brought in the district court of
20 the United States that meets applicable require-
21 ments relating to venue under section 1391 of title
22 28, United States Code, or an appropriate State
23 court.

1 (2) SERVICE OF PROCESS.—In an action
2 brought under subsection (a), process may be served
3 in any district in which the defendant—

4 (A) is an inhabitant; or

5 (B) may be found.

6 (e) SAVINGS PROVISION.—Nothing in this section
7 may be construed to prohibit an attorney general or a con-
8 sumer protection officer of a State from initiating or con-
9 tinuing any proceeding in a court of the State for a viola-
10 tion of any civil or criminal law of the State.

11 **SEC. 1103. PRIVATE RIGHT OF ACTION.**

12 (a) VIOLATIONS.—Any person alleging a violation of
13 a provision or amendment contained in section 101 or 103
14 may bring a civil action in an appropriate district court
15 of the United States or in an appropriate State court.

16 (b) RELIEF.—In a civil action brought under sub-
17 section (a)(1) in which the plaintiff prevails, the court may
18 award—

19 (1) actual damages;

20 (2) reasonable attorney's fees and litigation
21 costs; and

22 (3) any other relief, including equitable or de-
23 claratory relief, that the court determines appro-
24 priate.

1 (c) INVALIDITY OF PRE-DISPUTE ARBITRATION
2 AGREEMENTS AND PRE-DISPUTE JOINT ACTION WAIV-
3 ERS.—

4 (1) IN GENERAL.—Notwithstanding any other
5 provision of law, no pre-dispute arbitration agree-
6 ment or pre-dispute joint action waiver shall be valid
7 or enforceable against a student athlete with respect
8 to a dispute arising under this Act or an amendment
9 made by this Act.

10 (2) APPLICABILITY.—Any determination as to
11 whether or how paragraph (1) applies to any dispute
12 shall be made by a court, rather than an arbitrator,
13 without regard to whether the agreement or waiver
14 that is the subject of the dispute purports to dele-
15 gate such determination to an arbitrator.

16 (3) DEFINITIONS.—In this subsection:

17 (A) PRE-DISPUTE ARBITRATION AGREE-
18 MENT.—The term “pre-dispute arbitration
19 agreement” means any agreement to arbitrate a
20 dispute that has not arisen at the time of the
21 making of the agreement.

22 (B) PRE-DISPUTE JOINT-ACTION WAIV-
23 ER.—The term “pre-dispute joint-action waiv-
24 er” means an agreement, whether or not part
25 of a pre-dispute arbitration agreement, that

1 would prohibit, or waive the right of, one of the
2 parties to the agreement to participate in a
3 joint, class, or collective action in a judicial, ar-
4 bitral, administrative, or other forum, con-
5 cerning a dispute that has not yet arisen at the
6 time of the making of the agreement.

7 **SEC. 1104. WHISTLEBLOWER PROTECTIONS.**

8 (a) IN GENERAL.—An institution, conference, or ath-
9 letic association, or any agent thereof, shall not, directly
10 or indirectly, discharge, demote, suspend, diminish or
11 withdraw benefits from, threaten, harass, or in any other
12 manner discriminate against or adversely impact a covered
13 individual because—

14 (1) the covered individual, or anyone perceived
15 as assisting the covered individual, takes (or the in-
16 stitution suspects that the covered individual has
17 taken or will take) a lawful action in providing to an
18 agency of the Federal Government, the attorney gen-
19 eral of a State, a law enforcement agency, or health
20 care provider information relating to any act or
21 omission that the covered individual reasonably be-
22 lieves to be a violation of this Act, any amendment
23 made by this Act, or any regulation prescribed to
24 carry out this Act or any amendment made by this
25 Act;

1 (2) the covered individual provides information
2 that the covered individual reasonably believes evi-
3 dences such a violation to—

4 (A) a person with supervisory authority
5 over the covered individual at the institution; or

6 (B) another individual working for the in-
7 stitution, a conference, or an athletic associa-
8 tion who the covered individual reasonably be-
9 lieves has the authority to investigate, discover,
10 or terminate the violation or to take any other
11 action to address the violation;

12 (3) the covered individual testifies (or the insti-
13 tution expects that the covered individual will tes-
14 tify) in an investigation or judicial or administrative
15 proceeding concerning such a violation; or

16 (4) the covered individual assists or participates
17 (or the institution expects that the covered indi-
18 vidual will assist or participate) in such an investiga-
19 tion or judicial or administrative proceeding, or the
20 covered individual takes any other action to assist in
21 carrying out the purposes of this Act or the amend-
22 ments made by this Act.

23 (b) ENFORCEMENT.—An individual who alleges any
24 adverse action in violation of subsection (a) may bring an

1 action for a jury trial in the appropriate district court of
2 the United States for the following relief:

3 (1) Temporary relief while the case is pending.

4 (2) Reinstatement with the same seniority sta-
5 tus that the individual would have had, but for the
6 adverse action.

7 (3) Three times the amount of back pay other-
8 wise owed to the individual, with interest.

9 (4) Consequential and compensatory damages,
10 and compensation for litigation costs, expert witness
11 fees, and reasonable attorneys' fees.

12 (c) WAIVER OF RIGHTS AND REMEDIES.—The rights
13 and remedies provided for in this section shall not be
14 waived by any policy form, condition of employment, or
15 athletic agreement or participation, including any pre-dis-
16 pute arbitration agreement.

17 (d) PRE-DISPUTE ARBITRATION AGREEMENTS.—No
18 pre-dispute arbitration agreement shall be valid or en-
19 forceable if the agreement requires arbitration of a dispute
20 arising under this section.

21 (e) COVERED INDIVIDUAL DEFINED.—In this sec-
22 tion, the term “covered individual” means a current or
23 former student athlete, or a current or former employee,
24 contractor, subcontractor, service provider, or agent of an
25 institution, conference, or athletic association.

1 **TITLE XII—GENERAL**
2 **PROVISIONS**

3 **SEC. 1201. AUTHORIZATION OF APPROPRIATIONS.**

4 There is authorized to be appropriated such sums as
5 are necessary to carry out this Act and the amendments
6 made by this Act.

7 **SEC. 1202. RELATIONSHIP TO EXISTING LAW.**

8 (a) RELATIONSHIP TO STATE LAWS.—

9 (1) PREEMPTION.—No State or political sub-
10 division of a State may establish or continue in ef-
11 fect any law or regulation that governs or regulates,
12 or invalidates policies or rules of, an institution, ath-
13 letic department, conference, or athletic association
14 that—

15 (A) relates to—

16 (i) the rights of a student athlete to
17 receive compensation for the use of their
18 name, image, or likeness;

19 (ii) the rights of a student athlete to
20 receive additional reasonable benefits from
21 third parties;

22 (iii) transfers of student athletes be-
23 tween institutions; or

24 (iv) caps on fees charged by athlete
25 agents; or

1 (B) is in conflict with this Act or the
2 amendments made by this Act.

3 (2) PRESERVATION OF STATE LAWS REGARDING
4 RESTRICTED INDUSTRIES.—Nothing in this Act or
5 the amendments made by this Act, or any standard,
6 rule, requirement, assessment, law, or regulation
7 prescribed under this Act or the amendments made
8 by this Act, shall be construed to preempt, displace,
9 or supplant any provision of State law concerning
10 restrictions on student athletes entering into en-
11 dorsement contracts for alcohol, tobacco, vaping,
12 marijuana, gambling, or similar products.

13 (3) PRESERVATION OF STATE UNIFORM ATH-
14 LETE AGENT ACTS.—Nothing in this Act or the
15 amendments made by this Act, or any standard,
16 rule, requirement, assessment, law, or regulation
17 prescribed under this Act or the amendments made
18 by this Act, shall be construed to preempt, displace,
19 or supplant any Uniform Athlete Agent Act of a
20 State.

21 (4) PRESERVATION OF COMMON LAW OR STAT-
22 UTORY CAUSES OF ACTION FOR CIVIL RELIEF.—
23 Nothing in this Act or the amendments made by this
24 Act, or any standard, rule, requirement, assessment,
25 law, or regulation prescribed under this Act or the

1 amendments made by this Act, shall be construed to
2 preempt, displace, or supplant any Federal or State
3 common law rights or remedies, or any statute cre-
4 ating a remedy for civil relief.

5 (5) PRESERVATION OF CERTAIN STATE
6 LAWS.—Nothing in this Act or the amendments
7 made by this Act, or any standard, rule, require-
8 ment, assessment, law, or regulation prescribed
9 under this Act or the amendments made by this Act,
10 shall be construed to preempt, displace, or supplant
11 any generally applicable State law or regulation re-
12 lating to consumer protection, antitrust, trademarks,
13 or copyright.

14 (b) RELATIONSHIP TO FEDERAL TRADEMARK AND
15 COPYRIGHT LAW.—Nothing in this Act or the amend-
16 ments made by this Act may be construed to override,
17 modify, or amend the applicability of Federal trademark
18 or copyright law.

19 (c) RULE OF CONSTRUCTION.—An institution that is
20 exempt from taxation under section 115 of the Internal
21 Revenue Code of 1986 shall not be considered a political
22 subdivision of a State for purposes of this section.

23 **SEC. 1203. SEVERABILITY.**

24 If any provision of this Act or an amendment made
25 by this Act, or the application thereof to any person or

1 circumstance, is held invalid, the remainder of this Act
2 and the amendments made by this Act and the application
3 of such provision or amendment to other persons not simi-
4 larly situated or to other circumstances shall not be af-
5 fected by the invalidation.

