

119TH CONGRESS
1ST SESSION

S. _____

To protect the name, image, and likeness rights of, and provide protections
for, student athletes, and for other purposes.

IN THE SENATE OF THE UNITED STATES

Ms. CANTWELL (for herself, Mr. BOOKER, and Mr. BLUMENTHAL) introduced
the following bill; which was read twice and referred to the Committee
on _____

A BILL

To protect the name, image, and likeness rights of, and
provide protections for, student athletes, and for other
purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE; TABLE OF CONTENTS.**

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

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

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

TITLE I—NAME, IMAGE, AND LIKENESS PROTECTIONS

2

- 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—INTERNATIONAL STUDENT VISAS

- Sec. 601. F visas and employment authorization for international student athletes.

TITLE VII—ADDITIONAL REVENUE SUPPORT TO PRESERVE
COLLEGE SPORTS

- Sec. 701. Authority for jersey or uniform patches.

TITLE VIII—OFFICE OF THE ATHLETE OMBUDS

- Sec. 801. Office of the Athlete Ombuds.

TITLE IX—COLLEGE BROADCAST MEDIA RIGHTS

- Sec. 901. Purpose.
- Sec. 902. Definitions.
- Sec. 903. Expansion of Sports Broadcasting Act of 1961 to college sports.
- Sec. 904. Committee on intercollegiate sports media rights.
- Sec. 905. Market level broadcast access for college football and basketball.
- Sec. 906. Streaming rights utilization requirement for college sports other than football and basketball.
- Sec. 907. Limitation on renegotiation or extension of existing media rights contracts.

TITLE X—ENFORCEMENT AND OVERSIGHT

- Sec. 1001. Commission enforcement and oversight.
- Sec. 1002. Enforcement by States.

Sec. 1003. Private right of action.
Sec. 1004. Whistleblower protections.

TITLE XI—GENERAL PROVISIONS

Sec. 1101. Authorization of appropriations.
Sec. 1102. Relationship to existing law.
Sec. 1103. 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
5 2 of the Sports Agent Responsibility and Trust Act
6 (15 U.S.C. 7801).

7 (2) **ATHLETIC ASSOCIATION.**—

8 (A) **IN GENERAL.**—The term “athletic as-
9 sociation” means any organization or other
10 group organized in the United States that—

11 (i) has multiple conferences and insti-
12 tutions as members;

13 (ii) sponsors or arranges college ath-
14 letic competitions between institutions;

15 (iii) sets common rules, standards,
16 procedures, or guidelines for the adminis-
17 tration of college athletic competition; and

18 (iv) is not a conference.

19 (B) **INCLUSIONS.**—The term “athletic as-
20 sociation” includes—

21 (i) the National Collegiate Athletic
22 Association; and

1 (ii) any other national intercollegiate
2 athletic association.

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

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

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

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

21 (B) includes team travel to and from any
22 such event.

23 (6) COMMENSURATE WITH OTHER COMPENSA-
24 TION.—The term “commensurate with other com-
25 pensation” means compensation at rates and terms

1 commensurate with compensation paid to individuals
2 with name, image, and likeness rights of comparable
3 value who are not student athletes or prospective
4 student athletes with respect to such institution.

5 (7) COMMISSION.—The term “Commission”
6 means the Federal Trade Commission.

7 (8) COMPENSATION.—

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

12 (B) EXCLUSIONS.—The term “compensa-
13 tion” does not include payment or provision of
14 the following:

15 (i) Grant-in-aid.

16 (ii) Awards for education-related ex-
17 penses.

18 (iii) Amounts (including reimburse-
19 ments) for expenses related to meals, lodg-
20 ing, childcare, emergency family expenses,
21 transportation, and other expenses inci-
22 dental to participation in a varsity inter-
23 collegiate sports program that are available
24 based on uniform standards applicable to
25 all student athletes.

1 (iv) Hourly wages and benefits for
2 work performed outside of participation in
3 a varsity intercollegiate sports program at
4 a rate commensurate with the prevailing
5 rate in the relevant State or locality for
6 similar work.

7 (v) Federal Pell Grants provided
8 under section 401 of the Higher Education
9 Act of 1965 (20 U.S.C. 1070a) and other
10 Federal and State grants unrelated to, and
11 not awarded with respect to, participation
12 in college athletic competitions.

13 (vi) Health insurance and the costs of
14 health care funded by an athletic associa-
15 tion, conference, or institution.

16 (vii) Disability and loss of value insur-
17 ance funded by an athletic association,
18 conference, or institution.

19 (viii) Career counseling, job placement
20 services, or other guidance available to all
21 students at an institution.

22 (9) CONFERENCE.—The term “conference”
23 means any organization that is not an athletic asso-
24 ciation and that—

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

3 (B) arranges championships for college
4 athletic competition or sets rules for college
5 athletic competition.

6 (10) COST OF ATTENDANCE.—The term “cost
7 of attendance”—

8 (A) has the meaning given the term in sec-
9 tion 472 of the Higher Education Act of 1965
10 (20 U.S.C. 1087ll); and

11 (B) shall be calculated by the financial aid
12 office of each institution by applying the same
13 standards, policies, and procedures for all stu-
14 dents at that institution.

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

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

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

3 (A) a scholarship, grant, or other form of
4 financial assistance, including the provision of
5 tuition, room, board, books, or funds for fees or
6 personal expenses that—

7 (i) is paid or provided by an institu-
8 tion to a student for their undergraduate
9 or graduate education; and

10 (ii) is in an amount that does not ex-
11 ceed the cost of attendance and any edu-
12 cation-related benefits for such student at
13 the institution; and

14 (B) does not include covered compensation.

15 (14) IMAGE.—The term “image”, with respect
16 to a student athlete, means a photograph, video,
17 computer-generated representation, or other depic-
18 tion that identifies, is linked to, or is reasonably
19 linkable to the student athlete.

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

24 (16) LIKENESS.—The term “likeness”, with re-
25 spect to a student athlete, means—

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

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

5 (C) the jersey number associated with the
6 student athlete during the period of athletic
7 participation by the student athlete at an insti-
8 tution if the jersey number is accompanied by—

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

11 (ii) some other means by which the
12 jersey number is associated with the stu-
13 dent athlete.

14 (17) NAME.—The term “name”, with respect to
15 a student athlete, means—

16 (A) the first, last, or family name that
17 identifies the student athlete;

18 (B) a nickname or assumed name of the
19 student athlete; or

20 (C) a username associated with the stu-
21 dent athlete on any public facing Internet plat-
22 form.

23 (18) NIL COLLECTIVE.—The term “NIL collec-
24 tive”—

1 (A) means an entity affiliated with an in-
2 stitution that—

3 (i) represents, manages, or facilitates
4 endorsement contracts for student athletes
5 in connection with participation by the stu-
6 dent athlete on a varsity intercollegiate
7 sports team of the institution; and

8 (ii) in the most recent 1-year period,
9 entered into 1 or more endorsement con-
10 tracts with 1 or more student athletes ex-
11 ceeding \$600; and

12 (B) includes—

13 (i) an individual who is or has been a
14 member, employee, director, owner, officer
15 or other representative of an entity de-
16 scribed in subparagraph (A);

17 (ii) an individual or entity that has di-
18 rectly or indirectly contributed more than
19 \$50,000 over the lifetime of the individual
20 or entity to the athletic program of the in-
21 stitution or to an entity described in sub-
22 paragraph (A);

23 (iii) an individual or entity that is not
24 an employee of or associated with the insti-
25 tution and who is directed or requested by

1 the institution or employees of the institu-
2 tion to assist in the recruitment or reten-
3 tion of student athletes or prospective stu-
4 dent athletes; and

5 (iv) any entity (other than a publicly
6 traded corporation) owned, controlled, op-
7 erated by, or otherwise affiliated with an
8 entity or individual described in subpara-
9 graph (A) or this subparagraph.

10 (19) PROSPECTIVE STUDENT ATHLETE.—The
11 term “prospective *student* athlete” means an indi-
12 vidual who is recruited to attend an institution as a
13 student athlete, but has not yet enrolled at an insti-
14 tution.

15 (20) STUDENT ATHLETE.—The term “student
16 athlete” means a matriculated student at an institu-
17 tion who participates in a varsity intercollegiate
18 sport managed by the institution.

19 (21) THIRD PARTY.—The term “third party”
20 means an individual or entity that is—

21 (A) not an institution, athletic department,
22 conference, or athletic association; and

23 (B) unaffiliated with—

24 (i) an athletic department of an insti-
25 tution;

1 (ii) a conference; or

2 (iii) an athletic association.

3 (22) VALID BUSINESS PURPOSE.—The term
4 “valid business purpose” means a purpose related to
5 the promotion of goods or services provided to the
6 general public for profit.

7 (23) VARSITY INTERCOLLEGIATE SPORT.—The
8 term “varsity intercollegiate sport” means a sport
9 played at the intercollegiate level, administered by
10 an athletic department, for which eligibility require-
11 ments for participation by student athletes are es-
12 tablished by an athletic association.

13 **TITLE I—NAME, IMAGE, AND**
14 **LIKENESS PROTECTIONS**

15 **SEC. 101. RIGHTS AND PROTECTIONS.**

16 (a) STUDENT ATHLETE NAME, IMAGE, AND LIKE-
17 NESS RIGHTS.—

18 (1) IN GENERAL.—Except as explicitly provided
19 in this Act and the amendments made by this Act,
20 an institution, athletic department, conference, ath-
21 letic association, or any representative of such an
22 entity may not—

23 (A) restrict the ability of a student athlete
24 or group of student athletes—

1 (i) to market or to earn compensation
2 for the value of their name, image, or like-
3 ness;

4 (ii) to obtain or to retain an athlete
5 agent or legal representation; or

6 (iii) to receive compensation from a
7 third party for—

8 (I) reasonable costs of transpor-
9 tation, room, or board for friends or
10 family members of a student athlete
11 to visit the student athlete during any
12 period during which the student ath-
13 lete is experiencing a documented
14 physical or mental health concern or
15 participating in a college athletic com-
16 petition;

17 (II) reasonable costs for neces-
18 sities, including food, shelter, medical
19 coverage, and medical expenses; or

20 (III) reasonable costs for tuition,
21 fees, books, transportation, or any
22 other incidental expense that is not
23 otherwise provided by the institution;

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

1 (i) the student athlete marketing, or
2 earning compensation for the value of,
3 their name, image, or likeness in compli-
4 ance with this Act and the amendments
5 made by this Act; or

6 (ii) the student athlete obtaining rep-
7 resentation by an athlete agent or legal
8 representative;

9 (C) use receipt of compensation from a
10 third party pursuant to an endorsement con-
11 tract as a factor in determining (unless to the
12 benefit of the student athlete)—

13 (i) the eligibility or opportunity of a
14 student athlete to apply for or receive a
15 grant-in-aid; or

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

18 (D) revoke, reduce, or decline to renew a
19 grant-in-aid for a student athlete based on the
20 student athlete having entered into an endorse-
21 ment contract in compliance with this Act and
22 the amendments made by this Act.

23 (2) INSTITUTIONAL NAME, IMAGE, AND LIKE-
24 NESS.—An institution, athletic department, con-
25 ference, athletic association, or NIL collective may

1 pay, provide, or facilitate compensation to a student
2 athlete for the use of the name, image, and likeness
3 of the student athlete pursuant to an endorsement
4 contract or revenue sharing agreement.

5 (3) CONSENT AND COMPENSATION FOR GROUP
6 USE.—An institution, athletic department, con-
7 ference, athletic association, NIL collective, third
8 party, or any representative thereof, may not use the
9 name, image, or likeness of any group of student
10 athletes to sell or promote any product or service
11 unless the institution, athletic department, con-
12 ference, athletic association, NIL collective, or third
13 party, as the case may be, obtains an agreement
14 from each member of the group for that purpose.

15 (4) NOTIFICATION OF RULES.—An institution
16 shall provide to each student athlete enrolled at the
17 institution, in a timely manner before the start of
18 the regular session or participation of the student
19 athlete in a college athletics program, a list of rules
20 that govern endorsement contracts and receiving
21 covered compensation.

22 (b) RESTRICTIONS.—

23 (1) INSTITUTION INTELLECTUAL PROPERTY RE-
24 STRICTIONS.—A student athlete shall not use the fa-
25 cilities, apparel, equipment, uniforms, or intellectual

1 property of an institution, including logos, indicia,
2 registered and unregistered trademarks, and prod-
3 ucts protected by copyright, for any opportunity to
4 earn compensation for the use of the name, image,
5 or likeness of the student athlete unless expressly
6 permitted by the institution.

7 (2) INSTITUTION-SPONSORED COMPETITION
8 AND PRACTICES.—

9 (A) IN GENERAL.—An institution may pro-
10 hibit a student athlete from engaging in in-per-
11 son activities in connection with an endorse-
12 ment contract that are concurrent with a man-
13 datory college athletic event or college athletic
14 competition.

15 (B) ACTIVITIES OTHER THAN MANDATORY
16 COLLEGE ATHLETIC EVENTS OR COLLEGE ATH-
17 LETIC COMPETITION.—An institution may not
18 prohibit, and may not enter into a contract that
19 prohibits, a student athlete from the use of
20 shoes, apparel, or equipment, or carrying out
21 activities pursuant to an endorsement contract,
22 during a period in which the student athlete is
23 not engaged in a mandatory college athletic
24 event or college athletic competition.

1 (C) NONAPPLICABILITY TO PRE-RECORDED
2 ACTIVITIES.—Subparagraph (A) shall not apply
3 to scheduled social media posts, pre-recorded
4 commercials, and other commercial or business
5 activities that do not take place in person.

6 (3) RESTRICTIONS ON ENDORSEMENT CON-
7 TRACTS WITH NIL COLLECTIVES.—An institution,
8 conference, or athletic association shall prohibit an
9 NIL collective from entering into an endorsement
10 contract with a student athlete that is not for a valid
11 business purpose or commensurate with other com-
12 pensation.

13 (c) ADDITIONAL PROTECTIONS.—An institution, a
14 conference, or an athletic association may not impose on
15 students athletes restrictions on speech that are more
16 stringent than restrictions on speech imposed on other
17 students enrolled in the institution.

18 **SEC. 102. NIL REPORTING.**

19 (a) MANDATORY REPORTING BY STUDENT ATH-
20 LETES.—

21 (1) ENROLLED ATHLETES.—All Division I stu-
22 dent athletes enrolled at an institution are required
23 to report the terms of any endorsement contract for
24 covered compensation to the institution or a report-
25 ing entity designated by the institution not later

1 than 5 business days after the date on which the
2 student athlete executes the endorsement contract.

3 (2) RECRUITED ATHLETES.—With respect to a
4 Division I student athlete who is or may be recruited
5 to attend, but is not yet enrolled in an institution,
6 and who enters into an endorsement contract, the
7 student athlete shall, before signing a letter of in-
8 tent, provide to the institution a copy of all current
9 endorsement contracts entered into by the student
10 athlete.

11 (b) MANDATORY REPORTING BY INSTITUTIONS.—

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

18 (A) The revenues and expenditures of each
19 such sports program, including third-party do-
20 nations, Federal funds, State funds, and com-
21 pensation for personnel of each such sports pro-
22 gram, individually and in aggregate.

23 (B) The average number of hours student
24 athletes spent on college athletic events and col-

1 lege athletic competition, disaggregated by
2 sports program.

3 (C) The academic outcomes and majors for
4 student athletes, disaggregated by sports pro-
5 gram.

6 (D) The number, average, and total value
7 of endorsement contracts entered into between
8 the institution and student athletes,
9 disaggregated by sports program.

10 (2) TREATMENT OF MEN'S AND WOMEN'S PRO-
11 GRAMS.—An institution shall treat men's and wom-
12 en's sports programs as distinct sports programs for
13 the purposes of reporting obligations under this sub-
14 section.

15 (c) MANDATORY REPORTING BY ASSOCIATIONS.—
16 Not later than 120 days after the date on which an aca-
17 demic year ends, each athletic association shall post pub-
18 licly on an internet website of the athletic association a
19 report that includes the information reported to the asso-
20 ciation by institutions pursuant to subsection (b).

21 (d) MANDATORY ANNUAL REPORTING BY NIL COL-
22 LECTIVES.—Each NIL collective shall, not later than 30
23 days after first entering into or arranging an endorsement
24 contract, submit to each athletic association that governs

1 any institution with which the NIL collective is affiliated,
2 if any, the following:

3 (1) The name and contact information for the
4 NIL collective, including a telephone number, email
5 address, and, if available, a website address.

6 (2) The address of the principal place of busi-
7 ness of the NIL collective.

8 (3) A description of the type of business and
9 business activity of the NIL collective, including
10 whether it operates as a nonprofit and the varsity
11 intercollegiate sports programs covered under its ac-
12 tivities.

13 (4) A description of the institution or institu-
14 tions with which the NIL collective is affiliated or
15 with respect to which the NIL collective engages in
16 an endorsement contract or contracts with students
17 of the institution or institutions.

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

21 **SEC. 103. ENDORSEMENT CONTRACT REQUIREMENTS.**

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

24 (1) in section 2—

1 (A) by redesignating paragraphs (3)
2 through (9) as paragraphs (4) through (10), re-
3 spectively; and

4 (B) by inserting after paragraph (2) the
5 following:

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

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

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

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

14 “(1) be in writing;

15 “(2) plainly state that the student athlete has
16 the right to obtain or retain an athlete agent or legal
17 representation with respect to the endorsement con-
18 tract;

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

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

23 “(5) state the amount of compensation to be
24 provided to the student athlete under the endorse-
25 ment contract; and

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

4 “(b) EFFECT OF COMPLIANCE.—An endorsement
5 contract with a student athlete that does not comply with
6 the requirements under subsection (a) shall be void at the
7 option of the student athlete.

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

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

14 “(2) with no obligation to return payments or
15 compensation received before giving notice of the re-
16 scission.

17 “(d) PRIVACY PROTECTIONS.—

18 “(1) PROHIBITION ON DISCLOSURE OF EN-
19 DORSEMENT CONTRACTS.—Except as explicitly pro-
20 vided by this Act or the Student Athlete Fairness
21 and Enforcement Act, an institution (or a reporting
22 entity designated by the institution), third party, or
23 NIL collective may not disclose an endorsement con-
24 tract or any term of an endorsement contract pub-
25 licly or to any individual who is not party to the en-

1 dorsement contract without the express written con-
2 sent of the student athlete that is party to the en-
3 dorsement contract unless—

4 “(A) the endorsement contract or the term
5 has already been disclosed publicly by the stu-
6 dent athlete or their athlete agent or legal rep-
7 resentative; or

8 “(B) required to comply with a properly
9 authorized civil, criminal, or regulatory inves-
10 tigation or subpoena or summons by Federal or
11 State authorities.

12 “(2) CONSENT REQUIREMENTS.—Written con-
13 sent under paragraph (1) shall state the individual
14 or entity to which the institution (or a reporting en-
15 tity designated by the institution), third party, or
16 NIL collective may disclose the endorsement con-
17 tract or term of the contract, any permitted subse-
18 quent disclosures of the contract, and the purpose of
19 the disclosure.

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

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

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

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

9 SEC. 104. STUDENT ATHLETE SPORTS AGENT REFORM.

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

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

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

17 “(A) in which a student athlete authorizes
18 a person to negotiate or solicit on behalf of the
19 student athlete a professional sports contract or
20 an endorsement contract; and

21 “(B) that—

22 “(i) states the name of each party to
23 the agreement;

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

1 “(iii) states the registration informa-
2 tion for the athlete agent; and

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

5 (2) in section 3 (15 U.S.C. 7802)—

6 (A) in subsection (a)—

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

9 (ii) in paragraph (3), by striking the
10 period at the end and inserting a semi-
11 colon; and

12 (iii) by adding at the end the fol-
13 lowing:

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

16 “(5) represent a student athlete for an endorse-
17 ment contract without the athlete agent first reg-
18 istering as an agent with a State and certifying to
19 an athletic association governing the intercollegiate
20 sport the student athlete participates in that the
21 athlete agent is registered with a State;

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

1 “(7) enter into an agency contract with an ath-
2 lete for a term that extends beyond the eligibility of
3 the student athlete to participate in intercollegiate
4 sport;

5 “(8) entice a student athlete to enroll at an in-
6 stitution (as defined in section 2 of the Student Ath-
7 lete Fairness and Enforcement Act), transfer to or
8 from an institution, or declare an intent to transfer
9 from an institution by misrepresenting the existence,
10 nature, or value of a name, image, or likeness oppor-
11 tunity the athlete agent can arrange on behalf of the
12 student athlete; or

13 “(9) make a materially false, misleading, decep-
14 tive, or fraudulent representation as an athlete agent
15 or in the application for registration as an athlete
16 agent.”; and

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

23 (3) by inserting after section 3A, as added by
24 section 103, the following:

1 **“SEC. 3B. REGISTRATION AND OTHER REQUIREMENTS OF**
2 **ATHLETE AGENTS AND ATHLETIC ASSOCIA-**
3 **TIONS.**

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

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

10 “(1) a registered professional sports agent with
11 a professional sports league or players association, in
12 good standing; or

13 “(2) registered and certified under the All State
14 Uniform Agent Acts in the State in which the agent
15 operates, in good standing.

16 “(c) AGENT FEE CAP.—Fees charged by an athlete
17 agent in connection with an endorsement contract entered
18 into by a student athlete shall not exceed 5 percent of the
19 value of the endorsement contract.

20 “(d) CERTIFICATION TO ATHLETIC ASSOCIATIONS.—

21 “(1) REQUIREMENT.—An athlete agent that
22 represents a student athlete participating in an
23 intercollegiate sport governed by an athletic associa-
24 tion must certify to the athletic association that the
25 athlete agent is registered with a State.

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

5 “(e) REQUIREMENTS OF ATHLETIC ASSOCIATIONS.—

6 “(1) SEARCHABLE REGISTRY.—It is unlawful
7 for an athletic association to operate without main-
8 taining a publicly available website that includes a
9 searchable database of athlete agents registered
10 under subsection (a) and certified under subsection
11 (b).

12 “(2) WEBSITE.—An athletic association shall
13 include on a publicly available website a working link
14 to, or information on how to locate, the website of
15 the Commission.”; and

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

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

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

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

25 “(1) actual damages;

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

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

6 “(c) INVALIDITY OF PRE-DISPUTE ARBITRATION
7 AGREEMENTS AND PRE-DISPUTE JOINT ACTION WAIV-
8 ERS.—

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

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

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

21 “(A) PRE-DISPUTE ARBITRATION AGREE-
22 MENT.—The term ‘pre-dispute arbitration
23 agreement’ means any agreement to arbitrate a
24 dispute that has not arisen at the time of the
25 making of the agreement.

1 “(B) PRE-DISPUTE JOINT-ACTION WAIV-
2 ER.—The term ‘pre-dispute joint-action waiver’
3 means an agreement, whether or not part of a
4 pre-dispute arbitration agreement, that would
5 prohibit, or waive the right of, one of the par-
6 ties to the agreement to participate in a joint,
7 class, or collective action in a judicial, arbitral,
8 administrative, or other forum, concerning a
9 dispute that has not yet arisen at the time of
10 the making of the agreement.”.

11 (b) CLERICAL AMENDMENTS.—The table of contents
12 for the Sports Agent Responsibility and Trust Act is
13 amended—

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

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

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

“Sec. 5A. Private right of action.”.

18 **SEC. 105. FINANCIAL LITERACY AND LIFE SKILLS PROTEC-**
19 **TIONS.**

20 (a) FINANCIAL AND CONTRACT LITERACY DEVELOP-
21 MENT PROGRAM.—Each institution may offer a financial
22 and contract literacy development program using its own

1 curriculum or the curriculum developed by an athletic as-
2 sociation or conference.

3 (b) LIMITATION.—A program under subsection (a)
4 may not include any marketing, advertising, referral, or
5 solicitation offers.

6 **TITLE II—STUDENT ATHLETE** 7 **TRANSFER AND DRAFT PRO-** 8 **TECTIONS**

9 **SEC. 201. TRANSFER PROTECTIONS.**

10 An institution, athletic department, conference, ath-
11 letic association, or any representative of such an entity
12 shall permit a student athlete to transfer from one institu-
13 tion to another institution—

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

16 (2) additionally upon—

17 (A) mutual agreement of the institution
18 from which the student athlete transfers and
19 the student athlete; or

20 (B) discontinuation of a sport or material
21 under investment in a sport by that institution
22 impacting the student athlete.

23 **SEC. 202. PROFESSIONAL DRAFT PROTECTIONS.**

24 An institution, athletic department, conference, ath-
25 letic association, or any representative of such an entity

1 may not punish a student athlete based on the student
2 athlete having entered into a professional sports draft, if
3 the student athlete—

4 (1) does not receive compensation directly or in-
5 directly, from a professional sports league or team;
6 and

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

10 **TITLE III—STUDENT ATHLETE**
11 **HEALTH AND SAFETY RULES**
12 **AND PROTECTIONS**

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

14 (a) HEALTH, WELFARE, AND SAFETY STAND-
15 ARDS.—Each institution, conference, and athletic associa-
16 tion shall adhere to standards to protect student athletes
17 from sports-related serious injury, conditions, and death,
18 including—

19 (1) brain injury, by adhering to the concussion
20 management practices, protocols, and legislation of
21 the National Collegiate Athletic Association effective
22 January 15, 2024, and as amended to strengthen
23 protections for student athletes;

24 (2) heat-related illness, by adhering to the
25 American College of Sports Medicine Expert Con-

1 sensus Statement on Exertional Heat Illness: Rec-
2 ognition, Management, and Return to Activity (April
3 2023), and as amended to strengthen protections for
4 student athletes;

5 (3) rhabdomyolysis, in accordance with the
6 guidelines of the National Collegiate Athletic Asso-
7 ciation for exertional rhabdomyolysis published in
8 2025, and as amended to strengthen protections for
9 student athletes; and

10 (4) for any student athlete who is identified
11 with—

12 (A) sickle cell trait, by following the guide-
13 lines published by the National Collegiate Ath-
14 letic Association in 2025, and as amended to
15 strengthen protections for student athletes; and

16 (B) asthma, by following the guidelines of
17 the National Athletic Trainers' Association Po-
18 sition Statement: Management of Asthma in
19 Athletes (September 2005), and as amended to
20 strengthen protections for student athletes.

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

(1) abuse or hazing of any student athlete, including physical and sexual abuse; and

3 (2) sexual assault, sexual misconduct, and sex-
4 ual harassment.

(c) ATHLETE ADVOCATE ORGANIZATIONS.—Each institution, athletic department, conference, and athletic association shall provide student athletes with a list of independent athlete advocate organizations at the beginning of each academic year.

10 (d) INDEPENDENT OFFICERS OF INSTITUTIONS.—

(1) IN GENERAL.—Each institution shall designate an official, independent from the athletic department of the institution, as the athletic health and safety independent officer for the institution.

(2) **REPORTING.**—The health and safety independent officer designated under paragraph (1) for an institution shall report directly to—

18 (A) the president or other head officer of
19 the institution; or

(B) a designee of the president or other head officer of the institution if such designee—

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

- 1 (ii) is not an employee of the athletic
2 department of the institution; and
3 (iii) does not report to any employee
4 of the athletic department.

5 (3) INDEPENDENT OFFICER RESPONSIBIL-
6 ITIES.—An employee who is designated by an insti-
7 tution under paragraph (1) as a health and safety
8 independent officer shall be responsible for, at a
9 minimum—

10 (A) overseeing implementation of the appli-
11 cable requirements the institution is subject to
12 under this section, including any applicable
13 training, oversight practices, policies, and pro-
14 cedures; and

15 (B) consulting with student athletes and
16 athletic department personnel and reporting
17 any suspected violations of this section to the
18 president or other head officer of the institu-
19 tion.

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

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

1 (b) LIMITATION ON NONMEDICAL PERSONNEL.—No
2 coach or other nonmedical personnel of an institution may
3 attempt to influence or disregard the decisions of medical
4 personnel with respect to the medical management and re-
5 turn to play decisions for student athletes under their care
6 at the institution.

7 **SEC. 303. PROVISION OF CERTAIN HEALTH CARE BENEFITS**
8 **FOR EXPENSES RELATED TO PARTICIPATION**
9 **IN A VARSITY INTERCOLLEGIATE SPORT.**

10 (a) DIVISION I HEALTH BENEFITS.—Each Division
11 I institution, or an athletic association or conference on
12 behalf of a Division I institution, shall cover the cost of
13 the following:

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

16 (A) all out-of-pocket medical expenses,
17 such as copayments or deductibles, for the
18 health care coverage of the student athlete for
19 any injury or disease incurred through partici-
20 pation in a varsity intercollegiate sport;

21 (B) the expense of obtaining medical sec-
22 ond opinions independent of the institution for
23 any injury or disease incurred through partici-
24 pation in a varsity intercollegiate sport; and

1 (C) catastrophic injury medical coverage
2 for any catastrophic injury or disease incurred
3 through participation in a varsity intercollegiate
4 sport that—

5 (i) results in or may result in a dis-
6 ability; or

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

8 (2) An end-of-college physical examination for
9 the purpose of documenting and diagnosing any in-
10 jury or condition related to participation in a varsity
11 intercollegiate sport.

12 (b) POST-ELIGIBILITY COVERAGE.—

13 (1) IN GENERAL.—Each institution, or an ath-
14 letic association or conference on behalf of an insti-
15 tution, shall for the 5-year period beginning on the
16 day after the last college athletic competition for the
17 student athlete, cover the cost of all out-of-pocket
18 medical expenses of the student athlete for health
19 care coverage for any injury or disease incurred
20 through participation in a varsity intercollegiate
21 sport.

22 (2) ATHLETIC ASSOCIATION POST-ELIGIBILITY
23 INSURANCE AND CATASTROPHIC INJURY FUND OR
24 PROGRAM.—An athletic association must—

1 (A) establish a fund or program to help
2 cover the cost of—

3 (i) in the case of an institution gener-
4 ating less than \$20,000,000 in total an-
5 nual athletics revenue during an academic
6 year, compliance with paragraph (1) in the
7 event of demonstrated financial hardship;
8 and

9 (ii) medical expenses for student ath-
10 letes diagnosed with significant long-term
11 conditions related to their participation in
12 a varsity intercollegiate sport, including
13 chronic traumatic encephalopathy and any
14 other cognitive impairment; and

15 (B) ensure that the fund or program es-
16 tablished under subparagraph (A) is adequately
17 funded.

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

1 **TITLE IV—SCHOLARSHIP AND**
2 **COURSEWORK PROTECTIONS**

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

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

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

10 (2) an injury or illness or based on a physical
11 or mental medical condition of the student athlete;
12 or

13 (3) roster management decisions.

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

16 (1) does not meet established policies for par-
17 ticipating in mandatory team athletic activities for a
18 varsity intercollegiate sport;

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

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

23 (4) transfers to another institution.

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

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

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

16 (1) received grant-in-aid amounts while enrolled
17 at the institution;

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

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

1 **SEC. 402. LIMITATION ON INFLUENCE OR RETALIATION**
2 **FOR COURSEWORK.**

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

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

7 (2) retaliate against a student athlete based on
8 the selection by the student athlete of any course or
9 academic major; or

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

16 (b) RULE OF CONSTRUCTION.—Subsection (a) may
17 not be construed as preventing an athletic department or
18 representative thereof from—

19 (1) informing a student athlete of academic eli-
20 gibility requirements and mandatory and expected
21 team activities; or

22 (2) providing other legitimate academic coun-
23 seling and support services, in collaboration with the
24 institution, to help student athletes pursue the aca-
25 demic interests of and improve academic outcomes
26 for the student athlete.

1 **TITLE V—NONDISCRIMINATION**
2 **AT TOURNAMENTS**

3 **SEC. 501. NONDISCRIMINATORY ACCESS TO FACILITIES,**
4 **SERVICES, AND EVENTS.**

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

9 **TITLE VI—INTERNATIONAL**
10 **STUDENT VISAS**

11 **SEC. 601. F VISAS AND EMPLOYMENT AUTHORIZATION FOR**
12 **INTERNATIONAL STUDENT ATHLETES.**

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

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

18 (2) in clause (iii), by striking the semicolon at
19 the end and inserting, “ and (iv) an alien who is or
20 will become a student athlete (as defined in section
21 2 of the Student Athlete Fairness and Enforcement
22 Act) upon enrollment at an institution of higher edu-
23 cation (as defined in section 101 of the Higher Edu-
24 cation Act of 1965 (20 U.S.C. 1001)) and who in-
25 tends to enter into an agreement for the commercial

1 use of the alien’s name, image, or likeness in ex-
2 change for compensation (as defined in section 2 of
3 the Student Athlete Fairness and Enforcement
4 Act);”.

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

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

16 **TITLE VII—ADDITIONAL REV-**
17 **ENUE SUPPORT TO PRE-**
18 **SERVE COLLEGE SPORTS**

19 **SEC. 701. AUTHORITY FOR JERSEY OR UNIFORM PATCHES.**

20 (a) PURPOSE.—The purpose of this section is to pro-
21 vide additional revenue for institutions to fund all sports,
22 including Olympic sports and women’s sports, and to dis-
23 courage institutions from raising tuition or fees on stu-
24 dents to pay for the varsity intercollegiate sports programs
25 of those institutions.

1 (b) AUTHORITY.—No athletic association or con-
2 ference shall prohibit an institution or conference from ob-
3 taining sponsorship for a single jersey or uniform patch
4 for any sport, if any institution deriving or obtaining rev-
5 enue from the patch, either individually or through a con-
6 ference, provides, at a minimum, the same number of ros-
7 ter spots and scholarships for student athletes in non-rev-
8 enue-generating and women’s varsity intercollegiate sports
9 as the institution provided during the 2023–2024 aca-
10 demic year.

11 **TITLE VIII—OFFICE OF THE**
12 **ATHLETE OMBUDS**

13 **SEC. 801. OFFICE OF THE ATHLETE OMBUDS.**

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

17 (b) DUTIES.—The Office of the Athlete Ombuds for
18 an athletic association shall—

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

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

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

4 (c) CONFIDENTIALITY.—

5 (1) IN GENERAL.—Except as provided in para-
6 graph (2), the Office of the Athlete Ombuds for an
7 athletic association shall maintain as confidential
8 any information communicated or provided to the
9 Office of the Athlete Ombuds in confidence in any
10 matter relating to a concern of a student athlete.

11 (2) EXCEPTION.—The Office of the Athlete
12 Ombuds may disclose information described in para-
13 graph (1)—

14 (A) with the permission of the person who
15 provided the information to the Office of the
16 Athlete Ombuds;

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

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

21 **TITLE IX—COLLEGE BROADCAST** 22 **MEDIA RIGHTS**

23 **SEC. 901. PURPOSE.**

24 The purpose of this title is to provide additional rev-
25 enue for institutions to fund all sports, including Olympic

1 sports and women's sports, and to discourage institutions
2 from raising tuition or fees on students to pay for the in-
3 stitutions' varsity intercollegiate sports programs.

4 **SEC. 902. DEFINITIONS.**

5 (a) REFERENCES TO SPORTS BROADCASTING ACT OF
6 1961.—In this title, the term “Sports Broadcasting Act
7 of 1961” means the Act of September 30, 1961 (15
8 U.S.C. 1291 et seq.).

9 (b) AMENDMENTS TO SPORTS BROADCASTING ACT
10 OF 1961.—Section 5 of the Sports Broadcasting Act of
11 1961 (15 U.S.C. 1295) is amended—

12 (1) by striking “As used in this Act, ‘persons’
13 means” and inserting the following: “As used in this
14 Act:

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

17 (2) by inserting before paragraph (7), as so
18 designated, the following:

19 “(1) COLLEGE ATHLETIC COMPETITION.—The
20 term ‘college athletic competition’ has the meaning
21 given the term in section 2 of the Student Athlete
22 Fairness and Enforcement Act.

23 “(2) DESIGNATED MARKET AREA.—The term
24 ‘designated market area’ has the meaning given the

1 term in section 122(j)(2)(C) of title 17, United
2 States Code.

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

7 “(4) LOCAL DESIGNATED MARKET AREA.—

8 “(A) IN GENERAL.—The term ‘local des-
9 ignated market area’ means a designated mar-
10 ket area that includes the principal campus of
11 an institution that is a member of a partici-
12 pating association.

13 “(B) PUBLICATION OF LIST.—The Federal
14 Communications Commission shall—

15 “(i) not later than 180 days after the
16 date of enactment of the Student Athlete
17 Fairness and Enforcement Act, publish a
18 list of designated market areas described
19 in subparagraph (A); and

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

22 “(5) LOCAL OUTLET OPTION.—The term ‘Local
23 Outlet option’ means the opportunity for not less
24 than 1 outlet to carry a live college athletic competi-
25 tion without charge to viewers within the local des-

1 ignated market area of an institution that is partici-
2 pating in the competition.

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

7 **SEC. 903. EXPANSION OF SPORTS BROADCASTING ACT OF**
8 **1961 TO COLLEGE SPORTS.**

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

11 (1) by striking “That the” and inserting the
12 following:

13 **“SECTION 1. EXEMPTION OF CERTAIN AGREEMENTS FROM**
14 **ANTITRUST LAWS.**

15 “(a) PROFESSIONAL SPORTS.—The”; and

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

17 “(b) COLLEGE SPORTS.—

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

1 “(A) sells or otherwise transfers all or any
2 part of the rights of those institutions in the
3 sponsored telecasting of those competitions; and

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

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

10 “(A) an association that includes, at a
11 minimum, as of the date on which the joint
12 agreement described in paragraph (1) is entered
13 into—

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

17 “(ii) the 136 highest earning institu-
18 tions by athletics revenue, if the number of
19 institutions that compete in the Football
20 Bowl Subdivision is less than 136; or

21 “(iii) either each institution that com-
22 petes in the Football Bowl Subdivision or
23 the 136 highest earning institutions by
24 athletics revenue, if the number of institu-

1 tions that compete in the Football Bowl
2 Subdivision is 136; or
3 “(B) an association that does not include
4 any institution described in subparagraph
5 (A).”.

6 (b) TECHNICAL AND CONFORMING AMENDMENTS.—

7 The Sports Broadcasting Act of 1961 is amended—

8 (1) in section 2 (15 U.S.C. 1292)—

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

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

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

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

18 **SEC. 904. COMMITTEE ON INTERCOLLEGIATE SPORTS**

19 **MEDIA RIGHTS.**

20 The Sports Broadcasting Act of 1961 is amended—

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

24 (2) by inserting after section 4 (15 U.S.C.
25 1294) the following:

1 **“SEC. 5. COMMITTEE ON INTERCOLLEGIATE SPORTS MEDIA**
2 **RIGHTS.**

3 “(a) DEFINITIONS.—

4 “(1) TERMS DEFINED IN STUDENT ATHLETE
5 FAIRNESS AND ENFORCEMENT ACT.—In this section,
6 the terms ‘athletic association’, ‘conference’, ‘student
7 athlete’ and ‘varsity intercollegiate sport’ have the
8 meanings given those terms in section 2 of the Stu-
9 dent Athlete Fairness and Enforcement Act.

10 “(2) OTHER TERMS.—In this section:

11 “(A) COLLECTIVE MEDIA RIGHTS REV-
12 ENUE.—The term ‘collective media rights rev-
13 enue’ means revenue derived from the sale or
14 transfer of the collective media rights of all
15 member institutions resulting from a joint
16 agreement described in section 1(b)(1).

17 “(B) COMMITTEE.—The term ‘Committee’
18 means the committee established under sub-
19 section (b).

20 “(C) MEMBER INSTITUTION.—The term
21 ‘member institution’ means an institution that
22 is a member of an association described in sec-
23 tion 1(b)(2)(A) that enters into a joint agree-
24 ment described in section 1(b)(1).

1 “(b) ESTABLISHMENT.—There is established within
2 the National Collegiate Athletic Association a committee
3 with authority over—

4 “(1) the marketing and negotiation of the sale
5 or transfer of the collective media rights of all mem-
6 ber institutions; and

7 “(2) the distribution of collective media rights
8 revenue to member institutions.

9 “(c) MEMBERSHIP.—

10 “(1) SELECTION.—The members of the Com-
11 mittee shall be selected by the presidents of member
12 institutions.

13 “(2) NUMBER.—Notwithstanding any other
14 rule of the National Collegiate Athletic Association
15 for the establishment, selection, composition, or
16 membership of any body, committee, or board of the
17 association, or the weight of the vote of any member
18 of such body, committee, or board, the Committee
19 shall consist of 14 voting members having 1 vote
20 each.

21 “(3) REPRESENTATION.—

22 “(A) CURRENT OR FORMER STUDENT ATH-
23 LETES.—

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

1 “(I) are student athletes as of
2 the date of their selection for the
3 Committee; or

4 “(II) were student athletes dur-
5 ing the 5-year period preceding the
6 date of their selection for the Com-
7 mittee.

8 “(ii) ATHLETES IN SPORTS OTHER
9 THAN FOOTBALL AND BASKETBALL.—Not
10 less than 1 individual selected for the Com-
11 mittee under clause (i) shall be a current
12 or former student athlete who plays or
13 played a varsity intercollegiate sport other
14 than football or basketball.

15 “(B) NO EMPLOYEES OF CONFERENCES
16 OR ATHLETIC ASSOCIATIONS.—No individual
17 who is a current or former employee of a con-
18 ference or athletic association may be selected
19 for the Committee.

20 “(C) LIMIT ON EMPLOYEES AND REP-
21 RESENTATIVES OF CERTAIN INSTITUTIONS AND
22 CONFERENCES.—Not more than 4 members of
23 the Committee may be employees or representa-
24 tives of—

1 “(i) an institution that is among the
2 70 institutions with the highest athletics
3 revenue during the 2024–2025 academic
4 year; or

5 “(ii) the Southeastern Conference, the
6 Big Ten Conference, the Big 12 Con-
7 ference, or the Atlantic Coast Conference,
8 or any successors thereto, including em-
9 ployees or representatives of any institu-
10 tion that is a member of such a conference.

11 “(D) HBCU REPRESENTATIVE.—

12 “(i) IN GENERAL.—Not less than 1
13 member of the Committee shall be a rep-
14 resentative of a historically Black college
15 or university.

16 “(ii) DEFINITION.—For purposes of
17 clause (i), the term ‘historically Black col-
18 lege or university’ means a part B institu-
19 tion, as defined in section 322 of the High-
20 er Education Act of 1965 (20 U.S.C.
21 1061).

22 “(E) NON-REVENUE SPORT REPRESENTA-
23 TIVE.—Not less than 1 member of the Com-
24 mittee, other than a member selected under
25 subparagraph (A)(i), shall be associated with a

1 varsity intercollegiate sport other than football,
2 basketball, or another revenue-generating sport.

3 “(F) NON-FOOTBALL INSTITUTION.—Not
4 less than 1 member of the Committee shall be
5 an employee or representative of an institution
6 that does not sponsor a varsity intercollegiate
7 football team.

8 “(G) NON-POWER CONFERENCE REP-
9 REPRESENTATIVES.—Three members of the Com-
10 mittee shall be representatives of conferences
11 other than the Southeastern Conference, the
12 Big Ten Conference, the Big 12 Conference, or
13 the Atlantic Coast Conference, or any succes-
14 sors thereto.

15 “(H) TITLE IX EXPERT.—Not less than 1
16 member of the Committee shall be an academic
17 who—

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

21 “(ii) is not an employee of—

22 “(I) a conference; or

23 “(II) the athletic department of a
24 member institution.

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

5 “(d) ATTORNEY OR OTHER REPRESENTATIVE.—The
6 Committee may retain or select an attorney, agent, person,
7 or entity to engage in marketing or negotiation on behalf
8 of the Committee.

9 “(e) DISTRIBUTION OF MEDIA RIGHTS REVENUE TO
10 INSTITUTIONS.—

11 “(1) METHOD.—Not less frequently than once
12 each academic year, the Committee shall, by vote of
13 a majority of the members, determine the method of
14 distribution of collective media rights revenue among
15 member institutions.

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

19 “(A) each member institution receives
20 more collective media rights revenue during
21 each academic year than the institution received
22 during the 2024–2025 academic year; and

23 “(B) each member institution is able to
24 offer and maintain the same number of scholar-
25 ships and roster spots for non-revenue-gener-

1 ating varsity intercollegiate sports programs
2 and women’s varsity intercollegiate sports pro-
3 grams during each academic year as the institu-
4 tion provided during the 2023–2024 academic
5 year.

6 “(f) INSTITUTIONAL ALLOCATION OF MEDIA RIGHTS
7 REVENUE.—Any member institution that receives collec-
8 tive media rights revenue shall offer and maintain at least
9 as many scholarships and roster spots for non-revenue-
10 generating varsity intercollegiate sports programs and
11 women’s varsity intercollegiate sports programs during
12 each academic year as the institution provided during the
13 2023–2024 academic year.

14 “(g) DISTRIBUTION REQUIREMENT.—Not later than
15 30 days after receiving a payment of collective media
16 rights revenue from a media rights partner, the National
17 Collegiate Athletic Association shall distribute the collec-
18 tive media rights revenue to member institutions in ac-
19 cordance with the method determined under subsection
20 (e)(1).

21 “(h) PUBLICATION OF DISTRIBUTION.—Not later
22 than 30 days after distributing collective media rights rev-
23 enue to member institutions, the National Collegiate Ath-
24 letic Association shall publicly post on its website the

1 amount of revenue distributed to each member institu-
2 tion.”.

3 **SEC. 905. MARKET LEVEL BROADCAST ACCESS FOR COL-**
4 **LEGE FOOTBALL AND BASKETBALL.**

5 The Sports Broadcasting Act of 1961 is amended by
6 inserting after section 5 (as added by section 904 of this
7 Act) the following:

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

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

11 “(1) IN GENERAL.—As a condition of the ex-
12 emption under section 1(b)(1), a participating asso-
13 ciation shall make available, on a non-exclusive
14 basis, for each college athletic competition in football
15 or basketball, not less than 1 Local Outlet option in
16 the local designated market area of each institution
17 participating in the competition.

18 “(2) RULE OF CONSTRUCTION.—Nothing in
19 paragraph (1) shall be construed to require carriage
20 of a college athletic competition by more than 1 local
21 outlet in a given designated market area.

22 “(b) GOOD FAITH NEGOTIATION.—

23 “(1) IN GENERAL.—Each participating associa-
24 tion, and any network, distributor, or licensee hold-
25 ing market-level rights or seeking Local Outlet op-

1 tion rights to college athletic competitions described
2 in subsection (a), shall negotiate in good faith to ful-
3 fill the requirement of that subsection.

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

7 **SEC. 906. STREAMING RIGHTS UTILIZATION REQUIREMENT**
8 **FOR COLLEGE SPORTS OTHER THAN FOOT-**
9 **BALL AND BASKETBALL.**

10 The Sports Broadcasting Act of 1961 is amended by
11 inserting after section 6 (as added by section 905 of this
12 Act) the following:

13 **“SEC. 7. STREAMING RIGHTS UTILIZATION REQUIREMENT**
14 **FOR COLLEGE SPORTS OTHER THAN FOOT-**
15 **BALL AND BASKETBALL.**

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

1 “(b) REVERSION OF RIGHTS.—

2 “(1) IN GENERAL.—If a broadcast network,
3 streaming platform, or other distributor to which
4 streaming or digital distribution rights are sold, li-
5 censed, or otherwise conveyed as described in sub-
6 section (a) does not use, or materially underutilizes,
7 the rights during the 1-year period beginning on the
8 effective date of the agreement under which the
9 rights are sold, licensed, or otherwise conveyed, the
10 rights shall automatically revert to the originating
11 association or institution.

12 “(2) RECONVEYANCE.—Upon the reversion of
13 rights under paragraph (1), the originating associa-
14 tion or institution may resell, relicense, or otherwise
15 reconvey the rights to another entity without penalty
16 or liability for breach of the original agreement de-
17 scribed in that paragraph.”.

18 **SEC. 907. LIMITATION ON RENEGOTIATION OR EXTENSION**
19 **OF EXISTING MEDIA RIGHTS CONTRACTS.**

20 (a) IN GENERAL.—A contract for media rights be-
21 tween an athletic association, conference, or institution de-
22 scribed in subsection (b) and a network, distributor, or
23 licensee that is in effect on October 1, 2025, may not be
24 renegotiated or extended before the expiration date in the

1 contract, without regard to any provision in the contract
2 that authorizes an extension before the expiration date.

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

5 (1) an athletic association that is eligible to
6 enter into a joint agreement described in subsection
7 (b)(1) of section 1 of the Sports Broadcasting Act
8 of 1961 (15 U.S.C. 1291), as added by section 902
9 of this Act, regardless of whether the athletic asso-
10 ciation has entered into such a joint agreement; or

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

13 **TITLE X—ENFORCEMENT AND** 14 **OVERSIGHT**

15 **SEC. 1001. COMMISSION ENFORCEMENT AND OVERSIGHT.**

16 (a) ENFORCEMENT BY THE COMMISSION.—

17 (1) IN GENERAL.—A violation of a provision or
18 amendment contained in title I, II, IV, or V or sec-
19 tion 302 or 303 of this Act or a regulation promul-
20 gated thereunder shall be treated as a violation of a
21 rule defining an unfair or deceptive act or practice
22 prescribed under section 18(a)(1)(B) of the Federal
23 Trade Commission Act (15 U.S.C. 57a(a)(1)(B)).

24 (2) POWERS OF THE COMMISSION.—

1 (A) IN GENERAL.—Except as provided in
2 subparagraph (C), the Commission shall enforce
3 titles I, II, IV, and V of this Act and the
4 amendments made by those titles in the same
5 manner, by the same means, and with the same
6 jurisdiction, powers, and duties as though all
7 applicable terms and provisions of the Federal
8 Trade Commission Act (15 U.S.C. 41 et seq.)
9 were incorporated into and made a part of this
10 Act.

11 (B) PRIVILEGES, AND IMMUNITIES.—Ex-
12 cept as provided in subparagraph (C), any per-
13 son who violates title I, II, IV, or V of this Act
14 or a regulation promulgated thereunder shall be
15 subject to the penalties and entitled to the
16 privileges and immunities provided in the Fed-
17 eral Trade Commission Act (15 U.S.C. 41 et
18 seq.).

19 (C) NONPROFIT ORGANIZATIONS.—Not-
20 withstanding section 4, 5(a)(2), or 6 of the
21 Federal Trade Commission Act (15 U.S.C. 44,
22 45(a)(2), 46) or any jurisdictional limitation of
23 the Commission, the Commission shall also en-
24 force this Act, in the same manner provided in
25 subparagraphs (A) and (B), with respect to or-

1 ganizations not organized to carry on business
2 for their own profit or that of their members.

3 (D) AUTHORITY PRESERVED.—Nothing in
4 this Act shall be construed to limit the author-
5 ity of the Commission under any other provi-
6 sion of law.

7 (b) OVERSIGHT OF STUDENT ATHLETE RIGHTS AND
8 PROTECTIONS.—The Commission shall, with respect to
9 the implementation of titles I, II, IV, and V of this Act,
10 report any potential violations of title IX of the Education
11 Amendments of 1972 (20 U.S.C. 1681 et seq.) to the Of-
12 fice for Civil Rights of the Department of Education.

13 **SEC. 1002. ENFORCEMENT BY STATES.**

14 (a) CIVIL ACTION.—In any case in which the attor-
15 ney general or a consumer protection officer of a State
16 has reason to believe that an interest of the residents of
17 that State has been or is adversely affected by a person
18 engaging in an act or practice that violates a provision
19 or amendment contained in title I, II, III, IV, or V of
20 this Act, the attorney general or a consumer protection
21 officer of the State may bring a civil action on behalf of
22 the residents of the State in an appropriate district court
23 of the United States or in an appropriate State court to—

24 (1) enjoin such act or practice;

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

3 (3) obtain damages, civil penalties, restitution,
4 or other compensation on behalf of the residents of
5 the State; or

6 (4) obtain such other relief as the court may
7 consider appropriate.

8 (b) RIGHTS OF THE COMMISSION.—

9 (1) NOTICE TO THE COMMISSION.—

10 (A) IN GENERAL.—Except as provided in
11 subparagraph (C), the attorney general or a
12 consumer protection officer of a State, before
13 initiating a civil action under subsection (a)
14 shall notify the Commission in writing that the
15 attorney general or consumer protection officer
16 intends to bring such civil action.

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

20 (C) EXCEPTION.—If it is not feasible for
21 the attorney general or a consumer protection
22 officer of a State to provide the notification re-
23 quired by subparagraph (A) before initiating a
24 civil action under subsection (a), the attorney
25 general or consumer protection officer shall no-

1 tify the Commission immediately upon insti-
2 tuting the civil action.

3 (2) INTERVENTION BY THE COMMISSION.—The
4 Commission may—

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

8 (B) upon intervening—

9 (i) be heard on all matters arising in
10 the civil action; and

11 (ii) file petitions for appeal.

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

16 (1) bring an action or other regulatory pro-
17 ceeding arising under the law in effect in that State;
18 or

19 (2) exercise the powers conferred on the attor-
20 ney general or consumer protection officer by the
21 laws of the State, including the ability to conduct in-
22 vestigations, to administer oaths or affirmations, or
23 to compel the attendance of witnesses or the produc-
24 tion of documents or other evidence.

25 (d) VENUE; SERVICE OF PROCESS.—

1 (1) VENUE.—Any action brought under sub-
2 section (a) may be brought in the district court of
3 the United States that meets applicable require-
4 ments relating to venue under section 1391 of title
5 28, United States Code, or an appropriate State
6 court.

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

10 (A) is an inhabitant; or

11 (B) may be found.

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

17 **SEC. 1003. PRIVATE RIGHT OF ACTION.**

18 (a) VIOLATIONS.—Any person alleging a violation of
19 a provision or amendment contained in section 101 or 103
20 may bring a civil action in an appropriate district court
21 of the United States or in an appropriate State court.

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

25 (1) actual damages;

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

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

6 (c) INVALIDITY OF PRE-DISPUTE ARBITRATION
7 AGREEMENTS AND PRE-DISPUTE JOINT ACTION WAIV-
8 ERS.—

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

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

21 (3) DEFINITIONS.—In this subsection:

22 (A) PRE-DISPUTE ARBITRATION AGREE-
23 MENT.—The term “pre-dispute arbitration
24 agreement” means any agreement to arbitrate a

1 dispute that has not arisen at the time of the
2 making of the agreement.

3 (B) PRE-DISPUTE JOINT-ACTION WAIV-
4 ER.—The term “pre-dispute joint-action waiv-
5 er” means an agreement, whether or not part
6 of a pre-dispute arbitration agreement, that
7 would prohibit, or waive the right of, one of the
8 parties to the agreement to participate in a
9 joint, class, or collective action in a judicial, ar-
10 bitral, administrative, or other forum, con-
11 cerning a dispute that has not yet arisen at the
12 time of the making of the agreement.

13 **SEC. 1004. WHISTLEBLOWER PROTECTIONS.**

14 (a) IN GENERAL.—An institution, conference, or ath-
15 letic association, or any agent thereof, shall not, directly
16 or indirectly, discharge, demote, suspend, diminish or
17 withdraw benefits from, threaten, harass, or in any other
18 manner discriminate against or adversely impact a covered
19 individual because—

20 (1) the covered individual, or anyone perceived
21 as assisting the covered individual, takes (or the in-
22 stitution suspects that the covered individual has
23 taken or will take) a lawful action in providing to an
24 agency of the Federal Government, the attorney gen-
25 eral of a State, a law enforcement agency, or health

1 care provider information relating to any act or
2 omission that the covered individual reasonably be-
3 lieves to be a violation of this Act, any amendment
4 made by this Act, or any regulation prescribed to
5 carry out this Act or any amendment made by this
6 Act;

7 (2) the covered individual provides information
8 that the covered individual reasonably believes evi-
9 dences such a violation to—

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

12 (B) another individual working for the in-
13 stitution, a conference, or an athletic associa-
14 tion who the covered individual reasonably be-
15 lieves has the authority to investigate, discover,
16 or terminate the violation or to take any other
17 action to address the violation;

18 (3) the covered individual testifies (or the insti-
19 tution expects that the covered individual will tes-
20 tify) in an investigation or judicial or administrative
21 proceeding concerning such a violation; or

22 (4) the covered individual assists or participates
23 (or the institution expects that the covered indi-
24 vidual will assist or participate) in such an investiga-
25 tion or judicial or administrative proceeding, or the

1 covered individual takes any other action to assist in
2 carrying out the purposes of this Act or the amend-
3 ments made by this Act.

4 (b) ENFORCEMENT.—An individual who alleges any
5 adverse action in violation of subsection (a) may bring an
6 action for a jury trial in the appropriate district court of
7 the United States for the following relief:

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

9 (2) Reinstatement with the same seniority sta-
10 tus that the individual would have had, but for the
11 adverse action.

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

14 (4) Consequential and compensatory damages,
15 and compensation for litigation costs, expert witness
16 fees, and reasonable attorneys' fees.

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

22 (d) PRE-DISPUTE ARBITRATION AGREEMENTS.—No
23 pre-dispute arbitration agreement shall be valid or en-
24 forceable if the agreement requires arbitration of a dispute
25 arising under this section.

1 (e) COVERED INDIVIDUAL DEFINED.—In this sec-
2 tion, the term “covered individual” means a current or
3 former student athlete, or a current or former employee,
4 contractor, subcontractor, service provider, or agent of an
5 institution, conference, or athletic association.

6 **TITLE XI—GENERAL** 7 **PROVISIONS**

8 **SEC. 1101. AUTHORIZATION OF APPROPRIATIONS.**

9 There is authorized to be appropriated such sums as
10 are necessary to carry out this Act and the amendments
11 made by this Act.

12 **SEC. 1102. RELATIONSHIP TO EXISTING LAW.**

13 (a) RELATIONSHIP TO STATE LAWS.—

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

20 (A) relates to—

21 (i) the rights of a student athlete to
22 receive compensation for the use of their
23 name, image, or likeness;

1 (ii) the rights of a student athlete to
2 receive additional reasonable benefits from
3 third parties;

4 (iii) transfers of student athletes be-
5 tween institutions; or

6 (iv) caps on fees charged by athlete
7 agents; or

8 (B) is in conflict with this Act or the
9 amendments made by this Act.

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

20 (3) PRESERVATION OF STATE UNIFORM ATH-
21 LETE AGENT ACTS.—Nothing in this Act or the
22 amendments made by this Act, or any standard,
23 rule, requirement, assessment, law, or regulation
24 prescribed under this Act or the amendments made
25 by this Act, shall be construed to preempt, displace,

1 or supplant any Uniform Athlete Agent Act of a
2 State.

3 (4) PRESERVATION OF COMMON LAW OR STAT-
4 UTORY CAUSES OF ACTION FOR CIVIL RELIEF.—
5 Nothing in this Act or the amendments made by this
6 Act, or any standard, rule, requirement, assessment,
7 law, or regulation prescribed under this Act or the
8 amendments made by this Act, shall be construed to
9 preempt, displace, or supplant any Federal or State
10 common law rights or remedies, or any statute cre-
11 ating a remedy for civil relief.

12 (5) PRESERVATION OF CERTAIN STATE
13 LAWS.—Nothing in this Act or the amendments
14 made by this Act, or any standard, rule, require-
15 ment, assessment, law, or regulation prescribed
16 under this Act or the amendments made by this Act,
17 shall be construed to preempt, displace, or supplant
18 any generally applicable State law or regulation re-
19 lating to consumer protection, antitrust, trademarks,
20 or copyright.

21 (b) RELATIONSHIP TO FEDERAL TRADEMARK AND
22 COPYRIGHT LAW.—Nothing in this Act or the amend-
23 ments made by this Act may be construed to override,
24 modify, or amend the applicability of Federal trademark
25 or copyright law.

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

5 **SEC. 1103. SEVERABILITY.**

6 If any provision of this Act or an amendment made
7 by this Act, or the application thereof to any person or
8 circumstance, is held invalid, the remainder of this Act
9 and the amendments made by this Act and the application
10 of such provision or amendment to other persons not simi-
11 larly situated or to other circumstances shall not be af-
12 fected by the invalidation.