



San José State University
Student-Athlete Term Sheet
2025-2026

This “[**Term Sheet**]”, dated as of [DATE] (the “[**Effective Date**”]) and entered into by and between [STUDENT-ATHLETE] (“**Student-Athlete**”) and San José State University (“SJSU”) (collectively, the “Parties”), sets forth the mutual binding intentions of the Parties with respect to Student-Athlete’s enrollment in SJSU and participation in SJSU’s [SPORT(S)] athletic program. Entering into this Term Sheet is voluntary, and no student-athlete is required to sign this Term Sheet in order to receive athletics aid and participate in intercollegiate athletics. This Term Sheet is offered to Student-Athlete due to the possibility that Student-Athlete’s attendance at SJSU will add national or regional prestige and distinction to the university. This Term Sheet sets forth legally binding and enforceable agreements of the Parties in consideration of the mutual promises contained herein. In consideration of these mutual promises, the Parties agree as follows:

1. **Relationship.** Student-Athlete is seeking admission, or if already admitted, intends to enroll at SJSU, during which time Student-Athlete will also participate in SJSU’s [SPORT(S)] athletic program. During this time, Student-Athlete will grant SJSU the right to use and sublicense Student-Athlete’s name, image, likeness, appearance, trademarks, and similar publicity or other IP rights (“**NIL**”) set forth in this agreement. Nothing herein shall be construed as rendering Student-Athlete eligible for workers’ compensation or creating an employment relationship between SJSU and Student-Athlete.

2. **Conditions Precedent.** All of SJSU’s obligations in this Term Sheet, including the obligation to provide Student-Athlete with the benefits described herein, are conditioned on each of the following:

- a. Final approval by the district court of that certain Stipulation and Settlement Agreement, dated as of July 26, 2024, resolving the litigation captioned *In re: College Athlete NIL Litigation*, Case No. 4:20-CV-03919 (N.D. Cal) (the “[**Settlement Agreement**”]) regardless of any appeals of such final approval order,
- b. No later than the opening day of classes in Fall or Spring 20(), Student-Athlete meeting (a) SJSU, Mountain West Conference (“CONFERENCE”) and National Collegiate Athletic Association (“NCAA”) eligibility requirements and (b) any NCAA, CONFERENCE, and/or SJSU financial aid requirements,
- c. Student-Athlete is enrolled and attending classes at SJSU as a full-time student, no later than the “add/drop” date for the respective term, as defined by SJSU’s academic calendar.
 - i. All exceptions to being enrolled in less than a full-time course load must be in alignment with NCAA, CONFERENCE and SJSU policies for athletics participation.
- d. Student-Athlete signing a financial aid agreement (if a financial aid agreement is offered by SJSU),
- e. Student-Athlete maintaining NCAA, CONFERENCE and SJSU eligibility during the term of this agreement; to include, but not limited to, both academic and competition eligibility,
- f. Student-Athlete adhering to all NCAA, CONFERENCE and SJSU policies, including any rules or policies developed as part of implementation of the settlement agreement,
- g. Student-Athlete not having made a signed commitment to attend any other collegiate institution, unless that commitment has been effectively revoked by the Student-Athlete,
- h. Student-Athlete complying with all other requirements and obligations described in this Term Sheet,
- i. Student-Athlete being a member of SJSU’s [SPORT(S)] athletic program and on the “active” roster at the time of the scheduled payment. For the avoidance of doubt, the “active” roster is defined as the official Eligibility and Roster status as displayed in the Athletics Compliance software. Changes to the “active” roster are completed via an official Change In Status process.

Further, Student-Athlete acknowledges and agrees that no payments may be made hereunder prior to _____, 2025.

3. **Term of Agreement.** The term of this agreement is for the: (_____ - _____) academic year; starting with the date (_____) and ending with the date (_____). This Term Sheet may be renewed upon mutual agreement of the Parties at the expiration of the (_____) semester.

4. Benefits to Student-Athletes. Subject to the terms and conditions contained herein, SJSU will provide Student-Athlete with the following *Non-Exclusive NIL License Fee*: \$(_____), payable as follows:

- a.
- b.
- c.

Student-Athlete is solely responsible for all taxes and other government levies on benefits to Student-Athlete.

5. Rights Granted.

- a. *NIL*: Student-Athlete hereby grants SJSU the *non-exclusive* right to use *and sublicense* Student-Athlete's name, image, likeness, appearances, trademarks, and similar publicity or other IP rights ("NIL") for use individually and/or in conjunction with others' NIL in any medium and via any method, to [*use in products/merchandise and to*] promote SJSU, [*such products/merchandise,*] the CONFERENCE, and/or the NCAA [*and/or such entities' respective third party partners, sponsors, affiliates and sublicensees*].
- b. *Marketing*: Student-Athlete hereby grants SJSU the non-exclusive right to negotiate license and/or endorsement agreement(s) on behalf of Student-Athlete, subject to written approval of Student-Athlete.
- c. *Media and Events*: Student-Athlete agrees to be featured in SJSU social media and promotional events as determined by SJSU subject to Student-Athletes academic and athletic schedule.

This Term Sheet does not include a license for the use of Student-Athlete's NIL in the broadcast of practices, scrimmages, games, matches or competitions. Student-Athlete will not contest the rights of SJSU, the CONFERENCE, the NCAA, or their broadcast licensees to telecast/distribute such events (including clips and highlights thereof), and/or the use of Student-Athlete's NIL to promote the same.

6. Reporting Obligations of Student-Athlete. Student-Athlete will report all NIL arrangements with any third party valued at \$600 or more to any entity or entities designated by the NCAA, CONFERENCE, or SJSU via SJSU's official process. Student-Athlete acknowledges that failure to report may adversely affect Student-Athletes eligibility. Student-Athlete will notify SJSU of any other offers from collegiate institutions to compete in NCAA athletics.

7. Representations, Warranties and Covenants. Each Party represents and warrants: (a) it has the right, power and authority to enter into and perform its obligations under this Term Sheet and (b) when executed and delivered (whether in hard copy or electronically) by such Party, this Term Sheet will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms. Student-Athlete further represents, and covenants that: (x) Student-Athlete has not previously made, and after the Effective Date will not make, any similar commitment (whether through execution of an institutional financial aid agreement or otherwise) to enroll at and/or compete in athletics for another collegiate institution, (y) execution of this Term Sheet will not conflict with any other agreement made by Student-Athlete or any representative of Student-Athlete, and (z) following execution of this Term Sheet, none of Student-Athlete, Student-Athlete's family members, nor any representative acting on behalf of Student-Athlete will initiate contact with athletic staff members at other collegiate institutions without fully adhering to NCAA recruiting regulations.

8. Entire Agreement. This Term Sheet constitutes the entire agreement between the Parties with respect to the matters discussed herein and supersedes any prior negotiations, agreements and communications, both written and oral, with respect to any of the matters discussed herein, and may be modified or amended only by written agreement executed by both Parties.

9. Termination. This Term Sheet will automatically become null and void and of no further force or effect in the event that any of the Conditions Precedent set forth above are not satisfied by the applicable date.

- a. In addition, SJSU may terminate this Term Sheet by providing notice thereof to Student-Athlete if Student-Athlete:
 - i. Ceases to be enrolled at SJSU during the Term of this agreement;
 - ii. Breaches any provision of this Term Sheet;

- iii. Fraudulently misrepresented, whether actively or by omission, any information on this Term Sheet or in Student-Athlete's application for admission and/ or financial aid, including but not limited to in medical clearance documents (i.e., Pre-Participation Exam, Health History Packet, etc.);
- iv. Violates any condition outlined in the athletics grant-in-aid agreement or a documented institutional rule or policy (e.g., academic policies or standards, student code of conduct, athletics department policies, team rules. etc.);
- v. Is rendered ineligible for intercollegiate competition;
- vi. Engages in serious misconduct warranting substantial disciplinary penalty;
- vii. Voluntarily (on their own initiative) withdraws from a sport at any time;
- viii. Violates Conference and/or NCAA rules;
- ix. Provides written notification of transfer to the institution and/or enters the transfer portal;
- x. Voluntarily decides to not play in remaining competitions for SJSU;
- xi. Graduates prior to the conclusion of the final term on this agreement; or
- xii. Engages, or permits family members and/or representatives acting on behalf of Student-Athlete to engage, with athletics staff members and/or representatives of athletics interest (e.g., boosters, collectives, etc.) at other collegiate institutions.

- b. SJSU may also terminate this Term Sheet by providing notice thereof to Student-Athlete if:
 - i. SJSU discontinues Student-Athlete's sport; or
 - ii. SJSU determines in its sole discretion that termination is warranted due to a change in any law, regulation, policy or CONFERENCE rule.
- c. If this Term Sheet is declared null and void or terminated in accordance herewith, Student-Athlete must immediately return all payments received in connection with this Term Sheet for which Student-Athlete was not eligible at the time the payments were made. Additionally, Student-Athlete acknowledges and agrees that Student-Athlete may be subject to remedies (including the forfeit/return of benefits) if Student-Athlete does not fully adhere to all of the terms and conditions hereof, even if this Term Sheet remains in effect.
- d. Confidentiality. Without SJSU's prior written approval, Student-Athlete will not, in any way, directly or indirectly, communicate or disclose any information about the terms or conditions of this Term Sheet to any third party except (a) to their parents, guardians, attorneys, or other competent representatives ("Representatives"), and (b) as otherwise required under this Term Sheet, applicable law, or NCAA or CONFERENCE rules, policies or procedures. Student-Athletes will be responsible for any breach by their Representatives of these confidentiality obligations. Notwithstanding the foregoing, nothing herein will prohibit Student-Athlete from making any public statement (including social media posts) confirming that Student-Athlete will attend and compete in athletics for SJSU. This Confidentiality provision will survive termination of this Term Sheet for a period of [____] years.

10. Counterparts. This Term Sheet may be executed in any number of counterparts, each of which will be deemed an original as against any Party whose signature appears thereon, and all of which together will constitute one and the same instrument.

11. Governing Law: This Term Sheet will be construed in accordance with the laws of the State of California.

12. Third Party Beneficiaries. Each of the NCAA and the CONFERENCE will be deemed to be third party beneficiaries of this Term Sheet and will have the right to enforce it directly to the extent they may deem necessary or advisable to protect its or the rights of SJSU hereunder.

13. Subservience. This Term Sheet and all benefits owed and rights granted to Student-Athlete under this Term Sheet are subject and subordinate to and limited by (a) the Settlement Agreement and (b) NCAA and CONFERENCE rules, policies and procedures, as the same may exist from time to time. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the provisions of any of the foregoing (a)-(b), the latter will govern.

14. Miscellaneous. If any provision of this Term Sheet will be or become prohibited or invalid under applicable law or regulation, such provision of this Term Sheet nonetheless will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Term Sheet. The headings of the sections of this Term Sheet are for convenience only and they will not be of any effect in construing the contents of the respective sections. Except as set forth in clause 13 above, this Term Sheet is solely for the benefit of the Parties and may not be relied upon or enforced by any third party.

I certify that I have read all terms and conditions included in this document. I have discussed them with the coach and/or other staff representatives of SJSU, and I fully understand, accept and agree to be bound by them. I understand that by signing this Term Sheet, I give my consent to the signing institution, to disclose to authorized representatives of the CONFERENCE and the NCAA any documents or information pertaining to my signing. Further, I give my consent to SJSU to disclose my name and personally identifiable information from my education records to a third party (including but not limited to the media) as necessary to correct any inaccuracies reported by the media or related to my signing or as otherwise required by applicable law, without such disclosure constituting a violation of my rights, including my rights under the Family Educational Rights and Privacy Act. I acknowledge that I have had the opportunity to seek assistance of any parent, guardian, lawyer and other competent representative prior to my execution of this Term Sheet, and hereby expressly waive such assistance to the extent not already provided.

My signature on this Term Sheet nullifies any agreements, oral or otherwise, which would release me from the conditions stated within this Term Sheet.

"Student-Athlete" Signature

"Student-Athlete" Printed Name

Parent/legal guardian signature required if Student-Athlete has not reached their 18th birthday.

Parent/Legal Guardian Signature

Parent/Legal Guardian Printed Name

Acknowledged and accepted:

SJSU Head Coach of _____

Signature

Printed Name

SJSU Director of Athletics or "designee"

Signature

Printed Name