



# For The Record

The Official Newsletter of the National Sports Law Institute

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Hank Abromson, *Representing the Individual Sports Performer*

→This article provides tips for practitioners interested in representing athletes in individual performer sports.

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### **Annual Sports Law Golf Classic**

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For more information visit the NSLI's website at <http://law.marquette.edu/jw/nslievents>

## **Representing the Individual Sports Performer**

by **Hank Abromson**, Greber & Associates, P.C., Frederick, MD\*

### **INTRODUCTION**

While the big four team sports, the National Football League, Major League Baseball, the National Basketball Association, and the National Hockey League, receive much of the attention paid by the media and fans of American sports, there are many other events, featuring individual sports performers ("ISPs") that also attract interest from the media and fans. These individual performer sports offer athletes many playing and marketing opportunities, and may, in the case of the Olympics, offer athletes an opportunity to represent their respective countries.

While both team sports performers and ISPs may compete professionally as athletes, there are numerous legal and business issues that differentiate the two. Accordingly, representatives must be intimately familiar with these differences and address them when forming branding strategies on behalf of an ISP, negotiating and drafting sponsorship agreements on behalf of an ISP, and in every other aspect of ISP representation.

This article begins with a short explanation as to what defines an ISP. Next, it will explore some of the ways in which legal and business considerations are different for a team sport or individual performer sport athlete and in particular how these differences affect the representation of an ISP. Finally, it will focus on several key sample clauses in a typical ISP sponsorship agreement and discuss negotiation points and strategies to be used in the formation of these agreements.

\* The author practices sports law with a focus on representing triathletes and other individual sports performers. He is a member of the National Sports Law Institute's Sports Law Alumni Association and graduated from Marquette University Law School in 2004 when he also received the NSLI's Sports Law Certificate and an M.B.A. degree from the Marquette University College of Business Administration.

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## **II. WHO IS AN INDIVIDUAL SPORTS PERFORMER?**

In basic terms, Individual Sports Performers (ISPs) are athletes who participate in sports featuring individuals, not teams. Traditional individual sports include golf, singles tennis, bowling, swimming, boxing and many of the Olympic sports, like downhill skiing. More recently, there has been an exponential growth in non-traditional individual sports including “X-Game” sports such as boardercross, motocross, snowboarding, and skateboarding, and non X-Game sports like auto racing, poker, triathlon, pool, cycling, running, and even darts. Many of these individual sports have seen unprecedented growth in the past decade and some of the extreme sports in particular have seen increasing television ratings approaching that of the traditional team sports, including baseball and basketball.

Mirroring athletes who participate in team sports, ISPs can participate in individual sports on an amateur (i.e. college and some Olympic level athletes) and/or professional level. Unique issues can often occur when representing amateur ISPs, especially those participating in international sports competitions, as detailed knowledge of the rules and regulations of the sport’s governing body is imperative in order to preserve the athlete’s amateur status. Beyond compliance with governing body rules, there are several other basic differences between team and individual sport performers.

## **III. DIFFERENCES BETWEEN INDIVIDUAL AND TEAM SPORT PERFORMERS AFFECT THE WAY ISPs ARE REPRESENTED**

There are many differences between individual and team sport performers. The majority of these differences relate to the athlete’s ability to earn an income in relation to their participation in a sport. The following list is not exhaustive. Instead, it focuses on the basic differences between these categories of athletes, and how these differences affect their representation.

### *A. ISPs Do Not Contract With a Team or League, but With Sponsors*

Perhaps the most significant difference between ISPs and team sport performers is that because they do not play for a team or league, they are not paid by and do not sign contracts with any team or league. Instead, ISPs are typically compensated by contracting with sponsors to use, endorse, and market the sponsor’s goods.

Because ISPs do not contract with a team or league like team sport athletes, they do not have a union that will negotiate a collective bargaining agreement on their behalf to protect their financial interests. Furthermore, ISPs often are not employees, and so they do not receive employment benefits such as worker’s compensation, pension plans, or health care. In addition, they do not receive the benefits that team sport athletes can receive from group licensing agreements within the four major sports leagues.

While ISPs do not receive these advantages, they do benefit from being able to bargain for their own compensation. In team sports an athlete’s compensation is often affected by draft position, seniority, free agency regulations, or salary caps. ISPs are able to bargain for their compensation themselves without these restrictions.

ISPs cannot be forced to play for a team or coach they dislike because they are not subject to a draft or free agent system that will place them with a team. Instead, ISPs can select their own coaching staff and management, and can fire them if they are dissatisfied with the services they provide.

Individuals representing ISPs must also understand that revenue made from sponsorships may be more valuable to an athlete than revenue derived from their actual participation in the sport. Since ISPs rely on compensation from sponsorships, it is imperative to enhance a single ISP's marketability by presenting him or her as consistent, high-performing athletes with wholesome images.

Moreover, the athlete must make a commitment to staying healthy in order to maximize participation within their sport as actual participation will increase the athlete's exposure to fans and the media, and therefore, increase their marketability to potential sponsors. Unlike team sports in which athletes may get paid for a whole season regardless of their injuries, ISPs must stay injury-free to preserve their rankings and make their required appearances, thus, retaining their marketability and sponsorships.

### *B. The Entire Focus Is on the Individual Athlete*

Unlike many team sport performers, ISPs must carry the entire burden of winning and losing on their own shoulders. Individual participation in their sport results in more audience and media exposure for the ISP than most team sport athletes. Because ISPs receive compensation based on event participation, overall rankings in their sport, and media and marketing appearances, ISPs must do their best to remain healthy enough to perform consistently, hold their rankings, appear in and finish a requisite number of events, and succeed in their sport.

Likewise, this increased attention may help or hurt an athlete's marketing efforts; therefore, representatives should adjust their negotiating strategy accordingly. If a client appears to be an athlete who is just starting his or her career but who has a very bright future, the representative may want to draft escalating incentive provisions into the sponsorship agreement. The representative may also choose to negotiate a short term contract, anticipating re-negotiation when the athlete has become more successful in his or her sport. On the other hand, if an athlete's successful career is nearing its end the representative may want to ensure that the ISP is able to continue to receive compensation commensurate with his or her past successes well into the future.

**Individuals representing ISPs must also understand that revenue made from sponsorships may be more valuable to an athlete than revenue derived from their actual participation in the sport.**

### *C. Exposure to Many Different Markets*

Unlike the big four American team sport leagues, whose teams typically only perform in the United States, ISPs in golf, tennis, swimming, triathlon and other Olympic and non-Olympic international sports regularly perform internationally. This increased exposure leads to many more marketing opportunities for the athlete and their respective sponsors.

As a result, ISP representatives should include a narrowly drafted territory clause in the sponsorship agreement, specifically stating the intended territory for sponsorship purposes. Drafting a clause that is too broad may preclude athletes from receiving, other, more lucrative sponsorships from sponsors outside of the specified territory. On the other hand, drafting a clause that is too narrow may reduce the athlete's ability to take advantage of his or her international exposure.

#### *D. ISPs Protect Their Own Rights*

In the NHL, NBA, MLB and NFL, the particular players associations or leagues have entered into group licensing programs that establish and oversee marketing opportunities for individual players. Moreover, athletes in these leagues often assign the exclusive right to license their name, signature, facsimile, voice, picture, photograph, likeness and biographical information for use in the sports' group licensing program.

The situation is much different for an ISP. The marketability, and therefore, revenue generating potential of these athletes is closely tied to the value of their name, signature, facsimile, voice, picture, photograph, likeness and other forms of personal intellectual property. Therefore, the individual ISP and his or her representative must develop an understanding of these rights, how to protect them, and how to exploit them in order to create revenue generating opportunities for the athlete. At the same time, the ISP and his or her representative must constantly consider how the athlete's behavior and performance in events may affect their marketability.

The ISP's representative must ensure that the athlete's intellectual property rights are protected by writing and agreeing to strong sponsorship agreements and by ensuring that the provisions within these contracts are properly administered. The representative must also fully educate his or her client about various methods available to protect his or her rights by seeking trademark protection, and by adhering closely to their obligations under the specific sponsorship agreement. This will include making required appearances for the sponsor, competing in a sufficient number of events, and maintaining his or her image in order to enhance the value of the sponsorship.

### **IV. NEGOTIATING AND DRAFTING SPONSORSHIP AGREEMENTS FOR ISPS**

#### *A. Sponsorship Agreement Basics*

As mentioned above, the primary source of compensation for ISPs is revenues derived from sponsorship agreements. The basic formula for an ISP's compensation is Base (salary) + Incentives + Product. This formula can vary greatly depending upon the athlete's marketability, the sport in which the athlete participates, and the relevant market for sponsorships.

Sponsorship agreements revolve around the concept of branding. Branding is the act of associating a face, feeling, image, or personality with an entity or product in an effort to create a connection between the entity or product and consumers. More specifically, a brand includes the concrete symbols for the entity, such as a name and design scheme. The connection between these symbols and their identification with a particular brand creates feelings within consumers, by an accumulation of experiences with the brand, both directly relating to its use and through the influence of advertising, design, and publicity.

Athlete branding refers to the use of an athlete as the face or spokesperson for a product. Athlete branding has been an increasingly popular trend over the past decade. Athletes including Michael Jordan, Tiger Woods, LeBron James, Mia Hamm, Maria Sharapova, Tony Hawk, and Lance Armstrong, have not only served as spokespersons for businesses helping build their brands, and have also built brands in their own names and likenesses.

Michael Jordan's sponsorship of Nike epitomizes the appeal of athlete branding. Michael Jordan agreed to use Nike's products when he performed on the basketball court. In exchange, Nike agreed

to compensate him. As consumers watched in amazement, Jordan displayed his extraordinary talents on the court, and consumers saw that he was executing his dazzling moves and eventually winning NBA championships using Nike shoes and apparel. Almost immediately, consumers associated Jordan's extraordinary talents with Nike's products. Not only did Nike's brand awareness grow as a result of this frequent exposure, in addition Jordan's personal values of winning, determination, and competitiveness were quickly associated with the Nike brand. In return for the compensation paid to Jordan, Nike became the king of athletic apparel and shoes based on the brand associations that Jordan helped create.

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More and more businesses are looking for the next special athlete with whom they can contract to promote their brand and create the level of brand awareness that Jordan created for Nike. However, before representatives can sell their clients as the next special athlete, they must develop a firm understanding of the marketability of their client and the sponsorship market within the athlete's sport.

### *B. Evaluating an Athlete's Marketability*

An initial step in representing an ISP is to evaluate the client's marketability. Though this is merely a subjective evaluation, it is very important for several reasons. First, not every athlete is marketable. Second, businesses are being more selective in choosing sponsors for their brands. And third, athletes have recently faced growing competition from celebrities and other marketing vehicles for sponsorship dollars.

An athlete's marketability should be assessed by weighing numerous factors. The three most critical factors are (1) Talent (Success on the Playing Field); (2) Personality, Charisma, Looks; and (3) Character.

#### *i. Talent (Success on the Playing Field)*

Of course, the key characteristic businesses look for in a marketable ISP is the athlete's actual talent and his or her success on the playing field in a particular sport. Businesses do not want their products and equipment associated with mediocrity or worse, failure. They want their brand to be associated with winning and with successful athletes.

#### *ii. Personality, Charisma, & Looks*

Second, an ISP must have a winning personality, a special charisma, and/or looks. Having all three is a winning combination; however, some ISPs can be highly marketable based on either charisma or looks alone. Anna Kournikova is an example of an athlete who does not necessarily possess a winning personality or even extraordinary talent on the tennis court (though she performed respectably on the professional level), however, she does possess extraordinary beauty. Because of her looks, she earned more through endorsements than more successful competitors were able to earn at the top of their respective careers while winning tournaments

Other factors, such as non-athletic achievements and background stories can also be quite valuable to

an ISP's marketability. ISPs who began as the underdog or perhaps fought for their country in the military before participating in professional sports may add special appeal and intrigue in the eyes of the consumer.

Additionally, an ISP's image can be improved for purposes of marketability through an arrangement of appearances, community service, press releases, or public speaking engagements. In fact, at times the background story of overcoming an initially poor image is more appealing than having a sparkling clean image from the beginning.

### iii. Character

Finally, and perhaps most importantly, the ISP's character must be evaluated. Even if an ISP has talent and a marketable image, one misstep on the athlete's part could chase potential sponsors away. Breaking the law, abusing drugs (especially performance enhancing drugs), acting unprofessionally on the field or in front of the media, or being the subject media attention as a result personal issues off the field, can tarnish the ISP's otherwise marketable qualities.

### iv. Other Factors

The representative should also consider the sport in which the athlete participates. Often, ISPs will be more marketable because at their events they contend with fewer athletes for audience attention and media exposure than their team sport counterparts. Golfers, tennis players, skiers, bowlers and other ISPs benefit from frequent camera shots focusing only on the athlete and/or the opposing athletes during games, matches, or other competitions. Moreover, many individual sports have instant access to international markets. Exposure to markets outside of the United States adds great value to an athlete's marketability because businesses are likely to spend more on sponsorships if their product, service or brand is exposed to several different international markets.

## *C. The Values Behind the Brand*

After evaluating the client's marketability, the representative should evaluate the ISP's principles and ideals by speaking with them about their values, personality, strengths and weaknesses, and likes and dislikes. Because the ISP is going to be the face and image associated with the business's brand, the two should not conflict, it is crucial for both the athlete and the business sponsor to represent the same values.

For example, a manufacturer of heavy-duty trucks is not likely to sponsor a teenage, female figure skater. The truck manufacturer most likely wants its brand to be associated with toughness, ruggedness, and durability, while the figure skater most likely wants to be associated with products that are graceful or beautiful. However, these roles should never be assumed. Perhaps the figure skater earned a gold medal in the Olympics after falling and breaking her leg; then she may fit perfectly with the truck manufacturer's rugged brand. Unless both the sponsor and the ISP represent the same values to consumers, consumers are likely to be confused by a mixed message and the advertising campaign and sponsorship is not likely to be successful.

## *D. Keep an Eye on the Market*

The next step in the sponsorship process is to evaluate the market. The representative should apply what he or she has learned about the qualities, likes and dislikes, image and values of the ISP,

and then look for a product category and brand that would best match the athlete's image and appeal. Often, athletes in sports like triathlon, who use a variety of products like bicycles, wetsuits, goggles, running shoes, bicycle shoes, helmets, caps, specialized apparel, watches, and heart rate monitors, possess a far better chance of finding a sponsor due to the number of product categories from which to choose, than do swimmers, for example. In any event, the representative should compile an exhaustive list of businesses that manufacture goods or offer services that fit the athlete's sport and appeal.

After identifying potential sponsors, the list should be narrowed down to those businesses that are known to spend money on athlete endorsements. This information can be found by reading trade publications such as *Ad Age*, *Advertising Week*, *USA Today*, or sports business publications.

Once the list of potential sponsors is narrowed down, then the representative should study the annual reports of these businesses, sample their products, and study their past advertising campaigns.

#### *E. Assess the Athlete's Market Value*

Next, the representative should determine the ISP's market value. This task is much more difficult than determining whether the ISP can sell a product for a sponsor, as a representative would do in assessing the athlete's marketability. To determine market value, a representative should study the athlete's marketability, image, and other qualities mentioned above. In addition, the representative should study the sport in which the athlete participates, businesses' needs for an athlete sponsor, and sponsorship deals the athlete's competitors may have received. In the end, the representative must be able to determine the ISP's monetary value to potential businesses in order to properly sell the athlete's services as a sponsor to these businesses.

#### *F. Make Your Pitch*

After all of these factors have been evaluated, it is the representatives job to contact potential sponsors and determine if there is any interest in sponsoring the ISPs that the agent represents. If there is interest, representatives should draft a brief proposal with a concise athlete biography and perhaps a picture. If the proposal is accepted, the negotiation process can then begin.

#### *G. Negotiating*

There are several important items that must be considered when negotiating a sponsorship agreement for an ISP.

First, there is an advantage to drafting the sponsorship agreement for consideration by the ISP and potential sponsor. If the representative is able to draft the agreement, he or she will be most familiar with all of the provisions within the particular proposal. The representative will also be able to include those provisions that are necessary and those that offer the greatest benefit to his or her client.

If the representative is not the one to draft the first proposal, he or she should become intimately familiar with the document and negotiate with the other party to include those provisions that are necessary to meet the client's needs.

**...a representative must be able to determine the ISP's monetary value to potential businesses in order to properly sell the athlete's services as a sponsor to these businesses**

Furthermore, ISP representatives should be sure to select the proper negotiation mechanism. They should evaluate whether it is best to meet in person or over the phone and whether their client will be present for the negotiations. Depending on the ISP, it may be best if they do not attend the negotiation session as they may react emotionally to comments that may actually be part of the normal negotiation process.

Regardless of whether the ISP is present for the negotiation, the representative must always keep the athlete informed and ensure that he or she is representing the athlete's needs and interests, and not his or her own. A representative should never let his or her ego get in the way of closing a deal that is in the client's best interest. Representatives should never make idle threats, backing themselves into a corner. They should be open-minded and show good will. In the end the best strategy and the goal is to develop a good long-term relationship with a sponsor rather than pushing to get a great short-term deal.

Perhaps most importantly, a representative should always know the other side's position intimately so that he or she can better anticipate the other side's perspective and understand any offers they put forth. All of these factors will help a representative serve his or her ISP client and acquire the best deal for each athlete.

## V. DRAFTING A SPONSORSHIP AGREEMENT

### A. *Sample Clauses*

In addition to the general provisions that one might see in an ordinary contract, sponsorship or endorsement contracts for an ISP should contain some provisions specifically applicable to the individual sport athlete. Though a variety of clauses may be beneficial for a particular athlete or sponsor in a particular situation, the following clauses are often widely applicable and crucial to a valuable sponsorship agreement.

**Territory** – Territory size for ISPs will be determined as much by the experience and success of the athlete as by the sport's local, national, or international appeal. Generally speaking, the greater the marketing territory, the more compensation the athlete is likely to be paid.

However, all athletes are not marketable in a wide range of markets. For example, if the athlete is a local triathlete whose success is well-known in his or her home state but is unknown everywhere else, the athlete's appeal may be limited to a local market. However, if the athlete is a United States Tennis Association star who plays internationally and has had a successful five year career, then the territory may include both national and international markets.

It is important to remember that if the athlete's brand is based on an aspect of national pride or if his or her career is focused on one area of the nation or world, then it is important not to expand into a territory simply because the athlete could be successful there. If this move would tarnish the athlete's brand and perhaps future endorsement or branding opportunities, then it is unwise. Regardless, it is important to narrowly define the contract territory so as to not preclude other, perhaps more lucrative opportunities that may come about in the future.

**Quality** – It is imperative that the ISP receive the right to consent to any use of his or her image or likeness in any marketing materials, including advertising and promotional materials, prior to their exposure to consumers. An ISP may find that a proposed advertisement is in bad taste and could



tarnish his or her image. Moreover, if ISPs are licensing any of their intellectual property, they will want to have this protection in order to ensure that their trademarks or other marks are not tarnished in any way that could affect future marketing opportunities.

**Appearances** –Appearances are very important to the sponsor, however, representatives of ISPs also need to be aware of their client’s particular interest and ability to meet contract clauses dealing with appearances. If a representative knows that the ISP will not fulfill a certain amount of required appearances, the representative should make sure that the contract provision reflects the reality of what the athlete will commit to. The exact duration of each appearance must also be carefully negotiated. Due to the complex and time consuming training and media schedules maintained by premier athletes, each of these appearances will probably be wedged into an already full schedule.

**Endorsed Products** – Contractual language specifying exactly what products an ISP will endorse must be very precise. Language that is too broad may obligate athletes to endorse products they had not otherwise anticipated endorsing. For example, a triathlete who expects to only endorse a wetsuit would not want to use the term “triathlon products” in this clause because that category could include a swim cap, bicycle, goggles, and other products. A clause that is too broad could preclude the athlete from signing endorsement agreements for related products with other sponsors.

**Logo Placement** – Many sponsors, especially the primary sponsor, will want key placement areas for their logo. The primary sponsor will typically want the front center or back center of a shirt with type size larger than other sponsors, but this is dependent on the sport. This is where flexibility and knowledge of the sport matter. For example, a swimmer’s sponsor would most likely want the logo placement on the swim cap. On the other hand, the sponsor of a triathlete would most likely want placement on the back of the athlete’s triathlon jersey, as the athlete’s chest is facing down on the longest portion of the race, the bike ride. Other considerations, such as patch size and placement restrictions by the respective sport’s governing body must also be considered.

**Regardless of whether the ISP is present for the negotiation, the representative must always keep the athlete informed and ensure that he or she is representing the athlete's needs and interests, and not his or her own.**

**Right of Publicity** - It is important to have the company participate in the protection of the ISP’s name and rights of publicity. An expansive contractual clause might include language indicating that the sponsor company has the right to use the athlete’s name, likeness, drawings, photographs and any other likeness, quotes, remarks, signatures, or other intangible assets associated with the endorsement, promotion, marketing, advertising and sale of the sponsor’s products. However, unless the sponsor is willing to pay the athlete an exorbitant amount of money, this language should be non-exclusive, allowing the athlete to obtain more sponsorships and receive greater compensation. Even if one sponsor is willing to pay an unimaginable sum of money, ISPs should diversify their sponsorships, for example, so that they do not lose all of their sponsor related compensation in the unfortunate circumstance when they are dropped by a sponsor.

**Indemnity and Insurance** – This final important contractual clause should make clear that the athlete is not involved in or responsible for any defects found within a sponsor's product. Instead, the clause must specify that the ISP is simply licensing the use of his or her name and image on a particular product or product line. Furthermore, because indemnity is often not sufficient to an athlete because the ISP is more financially solvent than the company, the ISP may want to be listed as an

additional insured on the company's product liability insurance policy.

### *B. Administering the Contract*

Administering the contract is one of the most crucial steps in the process. This is especially true when representing ISPs who may not have the same kind of business background that many ordinary business clients do. The representative is responsible for approving advertising materials, scheduling personal appearances, ensuring timely and accurate quantities of a product are delivered to the athlete, and ensuring that payments are invoiced and received properly. The representative must also protect the ISP's intellectual property and publicity rights as licensed under the contract for use by the sponsor.

The representative must ensure that the athlete does not inadvertently run afoul of his or her contractual obligations. If an athlete's sponsor is a competitor with an event sponsor, chances are the sponsor will not want its ISP to appear in photos with the event sponsor's name and logo in the background, or even worse, in the foreground, for example, when the athlete receives a trophy or prize. A famous example involved Michael Jordan. When playing for the 1992 Dream Team, as he took the medal stand to accept his gold medal, he realized that his uniform clearly showed the Reebok trademark. Rather than cause harm to his relationship with Nike, Jordan draped an American flag over his shoulder and hid the Reebok logo.

It is essential that representatives remind their athletes about the constant need to maintain a strong relationship with their sponsors. This is not only a sound business practice it may also lead to future and more lucrative longer term agreements with these sponsors.

## **VI. CONCLUSION**

While both team and individual sport performers compete professionally as athletes, there are many differences between them that must be understood by their representatives. From the way the athletes earn a living, to their branding strategies and protection of intellectual property and publicity rights, these athletes face different legal and business challenges that affect their ability to earn a living while participating in athletics.

When representing ISPs the legal and business considerations discussed in this article should be addressed in each phase of the representation. With this knowledge in mind, the best agreement possible should be forged between the athlete and the sponsor with the goal of building a solid, long-term relationship between the two parties.

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## **NATIONAL SPORTS LAW INSTITUTE ANNOUNCEMENTS**

### Sports Law Alumni Association Members

- Greg Heller (L'96), was recently named Vice President and General Counsel for the Atlanta Braves. In this role Greg will oversee and be responsible for all legal aspects of the Braves organization including stadium and business operations, sales and marketing matters, baseball operations and minor league operations. Prior to this appointment Greg served as Braves' Assistant Team Counsel, Senior Counsel for Turner Sports and Turner Broadcasting System, Inc., and Counsel to the Atlanta Hawks and Thrashers, Philips Arena and Goodwill Games.

- Jason Wied (L'99), was recently named Vice President of Administration for the Green Bay Packers. In this role Jason will work on league matters and management of the team's administrative operations, including information technology, public relations, facility operations and security, and will continue to oversee the team's corporate governance with the Board of Directors and manage shareholder relations. Jason joined the Packers in 2000 as corporate counsel after practicing civil litigation and business law with Liebmann, Conway, Olejniczak & Jerry, S.C. in Green Bay.

#### NSLI Board of Advisors

- Jeff Gewirtz was recently named Senior Vice President and General Counsel of NETS BASKETBALL / Brooklyn Sports & Entertainment. Jeff's responsibilities include executing all agreements as they relate to potential joint venture alliances, licensing, broadcasting, marketing sponsorships and other transactions, all legal aspects of the team's move to the Barclays Center in Brooklyn, and all legal aspects of operating the franchise. He will also be responsible for interpreting appropriate federal, state, and local legislation as well as NBA compliance and legal requirements. Prior to this appointment he served as General Counsel and Chief Legal and Government Affairs Officer the United States Olympic Committee.
- Clark Griffith, chair of the NSLI's Board of Advisors was recently named Commissioner of the Northern League of Professional Baseball. Clark is an attorney in Minnesota where he specializes in corporate governance, antitrust, finance, and intellectual property law. He is the former general counsel of the Northern League and former Chairman of Major League Baseball Properties.
- On April 27, 2007, the Marquette University men's and women's tennis teams dedicated a new state of the art tennis scoreboard in the Helfaer Tennis Stadium to former men's tennis letter winner Charles "Chas" Mulcahy, a member of the Board of Advisors, president of Milwaukee Tennis Classic, Inc. and Senior Advisor to McKinley Reserve in Milwaukee.
- Casey Shilts, the vice-chair of the NSLI's Board of Advisors was recently named Chief Operating Officer of Hicks Sports Group, Inc. Hicks Sports Group is the holding company that owns the Texas Rangers Baseball Club, the Dallas Stars Hockey Club, 50% of Liverpool Football Club, 50% of Center Operating Company, which operates American Airlines Center, and the Mesquite Rodeo. As COO Casey will take an active role in the day-to-day oversight of the Hicks family's sports team' business operations and provide oversight of sports-related real estate developments including Glorypark in Arlington and Champions Park in Frisco, Texas. Casey will also continue to serve as Executive Vice President of Hicks Holdings LLC.

#### NSLI Director

- NSLI Director Matt Mitten was recently appointed to the Court of Arbitration for Sport (CAS). Professor Mitten will be the only U.S. law professor currently serving as a CAS arbitrator. The CAS, known as the "World's Sports Court," is an international arbitral tribunal that adjudicates sports-related disputes, including those arising out of international and Olympic sports competition and events. The CAS, based in Lausanne, Switzerland, currently has 234 arbitrators from 73 countries who are appointed by the International Council of Arbitration for Sport because of their specialized knowledge of sports law and/or international arbitration.

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