December 3, 2025

Bryan Seeley
Chief Executive Officer
College Sports Commission

Jim Phillips
Commissioner
Atlantic Coast Conference

Tony Petitti
Commissioner
Big Ten Conference

Brett Yormark
Commissioner
Big 12 Conference

Greg Sankey
Commissioner
Southeastern Conference

Re: Concerns Regarding the CSC University Participant Agreement and the Need for a Revised, Workable Framework

Dear Mr. Seeley and Commissioners:

As the chief legal officers of our sovereign States, responsible for protecting competition, ensuring accountability for powerful private associations, and safeguarding public institutions and

student-athletes, we write to express grave concern with the University Participant Agreement (the "Agreement") distributed to institutions by the College Sports Commission ("CSC") on November 19, 2025. This flawed Agreement, circulated with a laughably short deadline and permanent consequences for any who sign, poses a threat not just to the integrity of college athletics but to the rule of law itself. The Agreement is so cartoonishly villainous that we are forced to wonder if this is all just an elaborate effort to lose on purpose to give the NCAA an argument in support of the similarly flawed SCORE Act.

Our concerns are not isolated. Member institutions—including Texas Tech—have clearly articulated that they cannot sign the Agreement in its current form and that "[s]everal other P4 universities share the same opinion."[1] Texas Tech's board chair ably articulated the appropriate goal: any rules adopted by the CSC must comply with state law, be practical and reasonable, and account for the input of member institutions.[2] The Agreement completely misses that mark.

There are real problems in college sports that need to be solved. The transfer portal and the overdue recognition of student-athlete NIL rights require thoughtful and creative efforts to navigate complex practical and legal challenges. But the CSC's blunt-force approach will only create additional complications that will further convolute the college athletic landscape.

Our offices have reviewed the Agreement, compared it to existing legal constraints on public institutions, and evaluated the structure of the enforcement system the CSC proposes to implement. And our conclusion is simple: The Agreement is legally unsound, structurally indefensible, and ultimately inconsistent with the obligations universities owe to their States, their governing boards, and their student-athletes. Pressuring institutions to sign this document in its current form with minimal time for reflection and no opportunity for debate sets them, and you, up for long-term failure.

I. The Agreement Imposes Extreme Penalties on Institutions for Actions Taken by States, Student-Athletes, and Other Independent Parties

No provision illustrates the Agreement's overreach more starkly than Section 28. There, the CSC authorizes itself to strip a school of all conference revenue and impose postseason bans if any State, State official, student-athlete, "associated entity," or other third party brings litigation "related in any way" to CSC rules, investigations, or enforcement. And these extraordinary sanctions apply if

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[1] *See* Cody Campbell (@CodyC64), X.com (Nov. 23, 2025, 6:51 PM), https://x.com/CodyC64/status/1992757980844925191?s=20 (embedding a memo from Eric D. Bentley, General Counsel, Texas Tech University System, to Cody Campbell, Chairman of the Board, Texas Tech University System). *See also* Amanda Christovich, *Schools Consider Not Signing* House v. NCAA *Enforcement Memo*, FRONT OFFICE SPORTS (Nov. 22, 2025), https://frontofficesports.com/schools-consider-not-signing-house-v-ncaa-enforcement-memo/

[2] *See* Cody Campbell (@CodyC64), X.com (Nov. 23, 2025, 6:51 PM), https://x.com/CodyC64/status/1992757980844925191?s=20 (CSC rules "must comply with State Law and University bylaws, must be practical, reasonable, and must account for the input of member institutions. [Texas Tech] will not sign the current form of the agreement").

the CSC's Chief Executive Officer—acting with sole discretion—determines the institution merely "encouraged" or "voluntarily cooperat[ed]" in that litigation.[3]

This is extraordinary and unprecedented. A public university could face financial devastation and competitive exclusion not because of its own conduct, but because a State Attorney General exercises independent sovereign authority to investigate illegal conduct, or because a student-athlete exercises legal rights, or because a booster or NIL collective files suit independently to vindicate their lawful interests. Institutions would face catastrophic penalties for conduct they do not control and cannot—and should not—legally suppress.

Penalizing institutions for cooperating with law enforcement is also an unacceptable interference with the attorney-client relationship between state AGs and state universities. We regularly provide legal advice to these institutions as part of our obligations under state law. Under the Agreement, our clients will have to constantly question whether raising issues for our analysis and advice would be interpreted as encouraging or assisting subsequent investigation and litigation as we enforce our state laws. Forcing our clients to risk severe penalties from an arbitrary and unaccountable authority every time they come to us, their attorneys, with complicated legal questions about athletics is simply not acceptable.

II. <u>This provision is not a compliance mechanism. It is a coercive device designed to deter State oversight and prevent judicial review of the CSC's activities. The Agreement Silences Institutions and Prohibits Cooperation with Lawful State Investigations</u>

Under Section 27, institutions must agree: (1) not to bring suit, (2) not to support others who bring suit, (3) not to provide testimony or affidavits, and (4) not to advocate for or lobby for changes in law inconsistent with CSC directives. This is a sweeping gag order that binds institutions to silence when CSC actions violate the law and harm student-athletes. This provision attempts to effectively bar public universities from fully participating in the democratic process, taking positions consistent with State law, or assisting lawful State inquiries. More troubling, this prohibition extends to the institution's "representatives," a term defined so broadly that it can encompass public employees, agents, and affiliated entities.

No private association may impose such restrictions on public institutions or State officials. Discouraging law enforcement officials from enforcing the law is expected from drug cartels and gangsters, not from a compliance organization for college athletics.

III. <u>The Agreement Strips Institutions of Judicial Review Through Mandatory Arbitration and Jury-Trial Waivers</u>

[3] *See* COLLEGE SPORTS COMMISSION, UNIVERSITY PARTICIPANT AGREEMENT § 28 (Nov. 19, 2025).

The Agreement forces schools to waive jury-trial rights and channels all challenges into a dispute-resolution structure that the CSC itself influences.[4] But as Texas Tech's General Counsel noted, many public institutions cannot legally consent to binding arbitration or waive jury trial rights under state law.[5]

Our offices have long cautioned that funneling disputes involving state actors into private processes insulated from judicial oversight and public accountability can be incompatible with the operation of law. The CSC's own behavior reinforces this concern: its very first guidance conflicted with the *House* Settlement and only public accountability forced a retraction.[6] The Agreement would shield CSC decisions from independent review at precisely the moment when transparency is most needed for the CSC to earn public trust.

IV. The Agreement Conflicts with Active Judicial Oversight, Including Court-Ordered NIL Reforms

Many of our Offices secured a permanent federal injunction against the NCAA's illegal NIL Recruiting Ban.[7] The CSC Agreement nevertheless obligates institutions to comply with *new* enforcement, circumvention, and investigatory rules that may conflict with that injunction or other judicially ordered protections—*without even telling them what the new rules are*.[8] Institutions (and independent parties that the member institution do not control) cannot be bound to unknown rules during ongoing judicial supervision. Nor can the CSC override federal injunctions through contract. This underscores why independent oversight remains necessary and why CSC's attempt to impose undefined and shifting obligations is unacceptable.

V. The Agreement Creates an Enforcement System Lacking Transparency, Due Process, and Basic Safeguards

Just as courts have found the NCAA enforcement regime unlawful in recent years, the CSC Agreement would perpetuate—and in key respects expand—a system defined by arbitrary enforcement, opaque processes, and unaccountable authority. The Agreement requires schools to use "best efforts" to ensure compliance by its "representatives," and grants the CSC broad investigatory authority over schools, student-athletes, employees, NIL Collectives, and other independent third parties who are not subject to university control. To that end, schools must accept responsibility for

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[4] *See* COLLEGE SPORTS COMMISSION, UNIVERSITY PARTICIPANT AGREEMENT §§ 23, 25, and 26 (Nov. 19, 2025).

[5] *See* Cody Campbell (@CodyC64), X.com (Nov. 23, 2025, 6:51 PM), https://x.com/CodyC64/status/1992757980844925191?s=20; Amanda Christovich, *Schools Consider Not Signing* House v. NCAA *Enforcement Memo*, FRONT OFFICE SPORTS (Nov. 22, 2025), https://frontofficesports.com/schools-consider-not-signing-house-v-ncaa-enforcement-memo/

[6] *See* Eddie Pells, *Argument Over 'Valid Business Purpose' for NIL Collectives Threatens College Sports Settlement*, ASSOCIATED PRESS: SPORTS (July 15, 2025), https://apnews.com/article/nil-ncaa-house-settlement-6c743730c9c3ddcc3f4e787995ddd9e5.

[7] *See Tennessee, et al. v. Nat'l Collegiate Athet. Ass'n*, No. 3:24-cv-00033, ECF No. 92 (E.D. Tenn., March 21, 2025) (Consent Judgment and Permanent Injunction).

[8] *See* COLLEGE SPORTS COMMISSION, UNIVERSITY PARTICIPANT AGREEMENT § 3 (Nov. 19, 2025) (requiring the university, its representatives, student-athletes, and associated entities/individuals to comply with "any other policies and procedures that the CSC may from time to time adopt.").

violations committed by individuals and entities they do not—and cannot hope to—control. The consequences for school athletic programs can be severe, even existential. Meanwhile, decades of enforcement activity over college athletics leaves a track record that does not inspire confidence that the CSC's awesome power will be used wisely or even appropriately. Subjecting members to strict enforcement of arbitrary rules while leaving enforcers free to ignore any rules is a recipe for dictatorial abuse.

A. Immediate Suspension of Employees Based Solely on CSC Determination.

Section 18 requires institutions to suspend any employee whom the CSC concludes has failed to "promptly" cooperate with an investigation, with cooperation defined solely by the CSC. This requirement applies even when the employee's counsel advises that the investigation may be improper or that certain questions raise legal concerns. The suspension is mandatory, indefinite, and imposed without any independent review. This approach raises significant due process concerns and deters individuals from seeking legal advice or asserting lawful rights. Given the CSC's effort to come between state schools and their respective attorneys general, this rule also appears to threaten attorney-client privilege and the attorney-client relationship more generally. Moreover, a system that mandates suspension based solely on the CSC's unreviewable judgment—before any violation is established—invites arbitrary enforcement.

B. Broad Investigatory Reach Over Associated Entities and Other Independent Third Parties

Under Section 19, schools must amend agreements with third parties—including collectives, marketers, multimedia-rights holders, and boosters—to require those third parties to "cooperate fully" with the CSC's investigations. The Agreement also requires schools to amend agreements to designate the CSC as a third-party beneficiary entitled to enforce those terms in court. Yet many such entities are legally independent and are likely to be either unwilling or unable to accept these obligations. Indeed, as Texas Tech's General Counsel noted, these requirements are "not workable" and institutions "should not be penalized" when independent third parties refuse to acquiesce to the CSC's unreasonable demands.[9] This is not an enforcement system. It is an unbounded compliance nightmare.

C. Responsibility for Conduct by Actors the Institutions Do Not Control

The Agreement holds institutions accountable for violations committed by student-athletes, representatives, and "associated entities," regardless of an institution's ability to supervise these actors. This structure creates perverse incentives: institutions that self-report potential issues risk severe penalties, while those that fail to detect or disclose may escape sanctions unless caught. This is the very dynamic that courts and States have repeatedly identified as problematic under the NCAA's prior scheme. We struggled to understand why the CSC is trying to recreate such a broken system. And we

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[9] *See* Cody Campbell (@CodyC64), X.com (Nov. 23, 2025, 6:51 PM), https://x.com/CodyC64/status/1992757980844925191?s=20 (This provision "is not workable and would likely not be agreed to by third parties. The University should not be penalized for this.").

are particularly concerned that the CSC thinks it is appropriate to punish schools for lawful action by our offices. This naked hostage-taking is not how we do things in America.

VI. State-Law Conflicts Make the Agreement Unworkable for Public Institutions Nationwide

States have enacted a variety of NIL statutes to protect student-athlete rights and regulate the conduct of athletic associations. While these laws differ in structure, many impose limits on athletic associations' ability to coerce institutions, restrict athlete compensation, or retaliate against schools that comply with State law. Although the specifics vary by State, the underlying principle is consistent: athletic associations cannot demand that public institutions surrender State-law protections as the price of participation in college athletics.

Nevertheless, the Agreement purports to condition a school's full enjoyment of conference membership, financial distributions, or postseason eligibility on adherence to CSC rules at the expense of representative democracy. The Agreement thus places schools in an impossible bind: either conduct yourself in a manner that state law appears to prohibit and relinquish state law protections or forfeit the financial and competitive benefits the CSC purports to control. It is hard to see how that squares with the most basic tenets of contract law.

VII. The CSC's Process—Compressed Timelines and Heavy Pressure—Raises Additional Concerns

We understand that the CSC and Power Conferences have attempted to rush institutions into signing this Agreement within days. Texas Tech's leadership noted that multiple P4 institutions share serious objections, even if not all have spoken publicly.[10] The attempt to secure institutional signatures before defects are addressed cannot be interpreted as anything other than an effort to suppress review, avoid institutional input, and abruptly entrench a system insulated from any meaningful oversight. We will not permit that.

VIII. Path Forward

Given the breadth of concerns, immediate steps are required:

1. Suspend all signature deadlines associated with the Agreement.
2. Withdraw or materially revise the provisions outlined above.
3. Engage directly with member institutions and States before any redrafted agreement is circulated.
4. Provide transparency, due process, and meaningful oversight of discretion in any future enforcement framework.

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[10] *See* Cody Campbell (@CodyC64), X.com (Nov. 23, 2025, 6:51 PM), https://x.com/CodyC64/status/1992757980844925191?s=20 (embedding a memo from Eric D. Bentley, General Counsel, Texas Tech University System, to Cody Campbell, Chairman of the Board, Texas Tech University System). *See also* Amanda Christovich, *Schools Consider Not Signing* House v. NCAA *Enforcement Memo*, FRONT OFFICE SPORTS (Nov. 22, 2025), https://frontofficesports.com/schools-consider-not-signing-house-v-ncaa-enforcement-memo/

5. Eliminate provisions penalizing institutions for actions by States or independent third parties.

States are committed to lawful, orderly college athletics. But no State will permit public institutions to be coerced into contracts that violate the law, suppress sovereign authority, or expose students and employees to arbitrary enforcement. Any rules adopted by the CSC must comply with state law, be practical and reasonable, and account for the input of member institutions. We trust the CSC and the Conferences will treat these concerns seriously. A real solution will create an enduring structure that lets everyone focus on the field and not the courtroom. But that cannot happen via a heavy-handed unilateral approach. Let's get this figured out so we can get back to being fans and not litigants.

Sincerely,

Tennessee Attorney General

Florida Attorney General

New Jersey Attorney General

Ohio Attorney General

Pennsylvania Attorney General

Texas Attorney General

Virginia Attorney General