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On Feb 28, 2025, at 4:18 PM, Ulrey, Diana <Diana.Ulrey@oregonstate.edu> wrote:

Scott,

Below are initial thoughts – there are a few points I would recommend we vet before commitment to Kyle’s proposal.

NCAA rules still prohibit publicizing recruit names prior to commitment. As outlined in the PD, Kyle would have access to that information if he is negotiating with prospective student-athletes directly. We would need to vet this with the NCAA.

4. Contractor to negotiate with current and prospective student-athletes directly and/or with student-athlete agents, family, and/or representatives, and monitor deliverables and timing of deliverables.
 1. Assist OSU in executing and monitoring of agreement deliverables, including payment schedules.
 2. Negotiate and sign student-athletes to year-to-year student-athlete benefits agreements on behalf of OSU.
 3. Serve as “go-to” for student-athletes in regards to anything that has to do with student-athlete benefits and/or third party NIL agreements.

There are also two areas about which I recommend getting OGC’s advice:

1) Has Kyle triggered athlete agent status (per Oregon state law) in the course of his activities with DamNation? If so, would we violate current Oregon state law prohibiting student-athletes from retaining an athlete agent that has represented the institution? *This provision is eliminated in the drafted revisions to the state law.

2) Is there increased Title IX risk signing the CEO of the collective to an institutional contract? Primarily from a substantial assistance perspective, although this specific risk may have shifted over the last year.

(5) A student athlete may not contract with or retain a person as the student athlete’s professional representative or athlete agent, if the person represented a post-secondary institution of education at any time in the preceding four years.

3) Is there potential conflict of interest? For example, our understanding is that DamNation agreements signed by football athletes in January 2025 include a clause allowing compensation to be paid either from DamNation or Oregon State. Perhaps this clause will expire moving forward and there is only one round of negotiation between the two entities to sort who is paying what.

If Kyle is negotiating on behalf of the institution and the collective simultaneously, could there be a conflict eventually?

While there has been relative alignment between DamNation and OSU thus far in philosophy and approach to institutional control, consider risk should DamNation’s approach change and be in conflict with OSU values.

I'll continue processing, but wanted to provide initial thoughts.

From: Barnes, Scott <Scott.Barnes@oregonstate.edu>
Sent: Friday, February 28, 2025 12:04 PM
To: Ulrey, Diana <Diana.Ulrey@oregonstate.edu>
Subject: Fwd: PD

Here you go.

Sent from my iPhone

Begin forwarded message:

From: "Barnes, Scott" <Scott.Barnes@oregonstate.edu>
Date: February 24, 2025 at 8:56:00 AM PST
To: "Gooden, Brittany" <brittany.gooden@oregonstate.edu>
Subject: FW: PD

Please print for my review.

From: Kyle Bjornstad <kylechbj1@gmail.com>
Sent: Friday, February 21, 2025 3:25 PM
To: Barnes, Scott <Scott.Barnes@oregonstate.edu>
Cc: Kyle Bjornstad <kylechbj1@gmail.com>
Subject: PD

[This email originated from outside of OSU. Use caution with links and attachments.]

Scott,

Per our conversation(s), and ahead of our meeting next Thursday, here is my first stab at a draft for your consideration. Thanks!

Kyle

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1. SERVICES TO BE PROVIDED.

1. Contractor to serve as OSU's General Manager for Student-Athlete Benefits.
2. Contractor agrees to provide the below services ("Services") to OSU in accordance with the terms and conditions of this Agreement.
 1. Contractor to report directly to OSU's Vice President and Director of Intercollegiate Athletics ("VP/AD") and indirectly to OSU's Deputy Athletics Director/CFO ("DAD/CFO") to collaborate in the creation and execution of general and sport-specific student-athlete benefits budget(s), package(s), and plan(s) annually.
 1. Budget creation, implementation, monitoring, and tracking.

#178.3

2. Ensure funds are sufficient and payments are appropriately scheduled.
3. Fundraise via relationships with OSU donors and/or assist in sourcing third party name, image, and likeness (“NIL”) deals via OSU’s corporate sponsors, etc.
4. Maintain highest level of confidentiality and professionalism.
5. Provide strategic guidance for budgeting, compensation packages, and cap management.
6. Responsible for **executing agreements/contracts with student-athletes** who will receive student-athlete benefits payments and/or third party NIL deals with multiple activities and payment dates.
 1. Includes navigating agent negotiations, protecting against transfer entries, bowl game opt-outs, etc.
 2. Provides after-hours, holiday, and weekend support.
 3. Provides 24/7 agent negotiation support.
7. Responsible for managing the operations for OSU’s Student-Athlete Benefits department.
2. Contractor to collaborate with OSU head coaches to create and execute sport-specific student-athlete benefits plans based on agreed upon annual budgets as decided in partnership with VP/AD and/or DAD/CFO.
 1. Create roster retention budgets and plans.
 2. Identify roster needs and create budgets and plans for recruiting.
 3. Execute plans and monitor/track budgets.
3. Contractor to collaborate with OSU to secure marketing and endorsements, which shall include but is not limited to:
 1. Assist in identifying and pursuing potential third party NIL marketing deals and endorsement opportunities for student-athletes.
 2. Assist in negotiating and securing third party NIL marketing and endorsement deals for/with student-athletes.
4. Contractor to negotiate with current and prospective student-athletes directly and/or with student-athlete agents, family, and/or representatives, and monitor deliverables and timing of deliverables.
 1. Assist OSU in executing and monitoring of agreement deliverables, including payment schedules.
 2. Negotiate and sign student-athletes to year-to-year student-athlete benefits agreements on behalf of OSU.
 3. Serve as “go-to” for student-athletes in regards to anything that has to do with student-athlete benefits and/or third party NIL agreements.
5. Contractor to monitor and report, which shall include but is not limited to:
 1. Ensure engagements with Student-Athletes are shared with OSU in compliance with the OSU NIL Policy and applicable Oregon state statutes.
 2. Ensure third party NIL marketing and endorsement deals are compliant and completed with quid pro quo.
 3. Make data-driven recommendations for continuous improvement.
 4. Run reporting for OSU regularly and on-demand.
 5. Utilize OSU's NIL software in an efficient and effective manner.
3. This list is not exhaustive, and additional Services may be requested of Contractor in writing by OSU. Contractor agrees to perform these Services diligently and in accordance with the terms and conditions outlined in this Agreement.