

# **The National Letter of Intent**

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## **■ DEFINITION AND EXPLANATION**

The National of Letter of Intent (NLI) is an agreement between 1) a prospective student-athlete; 2) a student-athlete's parents or legal guardian; and 3) a member institution of the National Collegiate Athletic Association (NCAA) which has elected to subscribe to the NLI (see Appendix A). This agreement commits the prospective student-athlete to a particular institution for a period of one academic year at an agreed amount of financial support referred to as an athletic scholarship or athletic grant-in-aid. The NLI is for the prospective student-athlete who will be entering a four-year institution for the first time or a prospective student-athlete anticipating graduation from a junior college. Prospective student-athletes will normally sign only one NLI. When taking into account all collegiate sports, approximately 15,000 high school seniors sign the NLI each year (Howard-Cooper, 1988).

When the NLI is signed by the prospective student-athlete, the institution is committed to the signee in the following ways: the student must receive in writing an award or recommendation for athletic grant-in-aid from the soliciting institution at the time of the signing; and the offer or recommendation shall list the terms and conditions of the award which shall include the amount and duration of the financial assistance. Typically, a financial assistance award letter for athletic grant-in-aid is submitted with the NLI (see Appendix B). The award letter is a declaration of intent from the institution of financial assistance to be awarded to the prospective student-athlete. In most instances the institution commits itself to a financial award for the period of one academic term (two semesters or three quarters). The duration of the financial award is to be clearly specified on the financial assistance award letter (Schubert & Schubert, in press).

If a student-athlete or prospective student-athlete transfers to another institution after the NLI has been signed and before completion of one academic year at the signing institution, penalties may be imposed. The basic penalty to the student for not attending the institution at which the student has signed a NLI, and who then enrolls in another institution which participates in the NLI program, is forfeiture of two seasons of intercollegiate athletics competition (see Appendix A). In essence,

the penalty is that the student-athlete shall not represent the latter institution in intercollegiate athletics until two full academic years of residence have been completed. However, the student-athlete and the institution holding the NLI may agree to a mutual release from the NLI (see Appendix C); then the student-athlete is ineligible for competition for a period of only one year and the student forfeits only one season of competition.

A coach at a member institution which subscribes to the NLI does not have the authority to release a student-athlete from the obligation. The institution is the obligated body and the student must procure the mutual release from the institution, not the coach. Additionally, if a coach leaves an institution after the NLI has been signed, the student-athlete is still bound by the NLI until a mutual release from the institution is obtained ("Letter of Intent," 1991-92, p. 107). The NCAA rules which apply to the NLI are the same for Divisions I and II. Division III does not utilize the NLI ("Letter of Intent Programs," 1991-1992, p. 107).

## ■ BRIEF HISTORY AND ADMINISTRATION

The development of the NLI began early in the 1960's. The NCAA initially suggested a compulsory structure, but this structure was met with much institutional opposition. Ultimately, a move to a voluntary institutional program was proposed which allowed independent institutions and conference member institutions to participate (F. Jacoby, personal communication, Aug. 21, 1991).

The NLI is administered as a voluntary, cooperative program through the Collegiate Commissioners Association (CCA). The president of the CCA appoints five members from various NCAA conferences to serve on the NLI steering committee. There is no established maximum length of time for serving on the committee. The chairperson of the NLI committee is appointed by the president of CCA. Other than the chairperson and the vice chairperson there are no other officers (Collegiate Commissioners Association, no date).

The NLI program is voluntary and dependent on member institutions for annual registration, enforcement, and success. At its inception in 1964, the program had seven conference and eight independent institutions for a total of 68 members. Today, a total of 50 conferences (425 institutions) and 37 independent schools are members of the program (F. Jacoby, personal communication, Aug. 21, 1991).

The only requirement for joining the NLI program is membership in the NCAA and issuance of athletically-related financial aid. Prominent institutions which do not belong to the NLI include schools which are members of the Ivy Group and the Military Service Academies (Collegiate Commissioners Association, no date).

## ■ PURPOSE AND RATIONALE

The primary purposes and motivation behind the NLI is to reduce recruiting time and expenses for member institutions; to reduce recruiting pressures and stress placed on the prospective student-athletes and the athlete's family; and to deter "school jumping" by prospective student-athletes (*Sturup v. Mahan*, 1972).

Also, as collegiate athletics grew in popularity and school administrators saw college sport developing into a "business", additional pressures were placed on the already-busy college recruiter. Fierce recruiting for the best student-athletes

presented many problems for all those involved. Many small collegiate institutions could not compete with larger institutions in recruiting the “better” student-athletes. At the same time, parents, coaches, friends and teammates were being besieged by recruiters. The NLI was designed to reduce all of these problem areas (Cozzillio, 1989).

## ■ VALIDITY PROVISIONS

The submitting institution must provide the student-athlete a current, signed NLI. Normally the Director of Athletics signs and dates the form. Also, the student must receive in writing an award of recommendation for financial aid from the institution at the time of signing the NLI. Both of these provisions must be fulfilled by the institution for the NLI to be valid.

Alternatively, the student-athlete and a student-athlete’s parent or legal guardian must sign the NLI and return two copies of the document to the submitting institution. There is no binding agreement between the parties until the signed document is returned by the student-athlete.

A considerable amount of the language in the NLI pertains to the document becoming invalid or null and void. The importance of holding the agreement invalid or null and void is that no one is bound to the agreement; no rights or obligations are enforceable against either the student-athlete or the institution.

The student-athlete may invalidate the NLI in three ways: first, when the student-athlete or the student-athlete’s parents or legal guardian fail to sign the NLI within 14 days of issuance; second, when a student-athlete either serves in active duty with the United States Military or serves on a church mission for at least eighteen months; third, if a student-athlete does not attend any institution for one academic year after signing the NLI, provided financial aid is not approved by the signing institution (see Appendix A).

There are seven ways that a submitting institution may invalidate a signed NLI:

1. The NLI must be filed with the appropriate conference before 21 days after the date of the last signature or the agreement becomes invalid.
2. The NLI also becomes invalid if the institution discontinues the sport named on the face of the agreement.
3. The NLI becomes invalid if the institution violates NCAA or conference recruiting laws while recruiting the signed student-athlete.
4. The NLI becomes invalid if the institution defers admission while the student-athlete is eligible for admission, but remains valid if the student-athlete defers admission for a subsequent term.
5. The institution may notify the student-athlete in writing that admission has been denied and the NLI is considered invalid.
6. If, by the first day of classes at the institution, the student-athlete has not met admission requirements the NLI is declared invalid.
7. If financial aid has not been approved within the institutions normal processing period, the NLI is considered invalid.

Recognizing the characteristics of an invalid NLI is imperative. If the agreement is invalid, the student-athlete is free to enroll in and attend any institution of the student’s choice without penalty. However, under a mutual release agree-

ment, a student-athlete is not eligible for athletic competition the first season and is penalized one year of eligibility. If the parties cannot agree to a mutual release and the student-athlete enrolls in an institution other than that signed on the NLI, the penalty imposed is a full two season forfeiture of eligibility in any sport (see Appendix A).

## ■ CONTRACT ELEMENTS

The title - National Letter of Intent - suggests to the reader that the document is one of general notice; that the parties intend to form an agreement in the future. Administrators of the NLI do not consider the document a binding contract. Furthermore, there is no mention of the word "contract" in the NLI writing. But as Calamari and Perillo (1977) stated: "there is, ..., no magic attached to the phrase 'letter of intent' and a commitment may be found to have been made" (p. 33). The institution and the student-athlete have signed a document that resembles a contract.

Basic legal elements to the formation of a contract are: 1) an offer; 2) an acceptance; and 3) consideration. A common definition of a contract is that it is a legally enforceable agreement. The emphasis is on agreement, a mutual assent of two or more parties (Calamari & Perillo, 1977).

An offer is a promise; a commitment conditional upon an act, forbearance or return promise in exchange (*Kaken Pharmaceutical Co. v. Eli Lilly & Co.*, 1989). The offer is a demonstration of the parties desire to enter into an agreement (Restatement of Contracts, 1979).

It has been argued that an institution proposes an offer to the student-athlete through the joint issuance of the NLI and the tender of financial assistance (Cozzillio, 1989). The tender of aid proposal addresses such issues as the type of financial aid, the amount of aid, and the duration of the financial aid coverage. These terms of the scholarship proposal satisfy requirements for valid offers. It could therefore be concluded:

The overall tenor of the Letter of Intent supports the conclusion that the University is the offeror and the student-athlete the offeree. The Letter itself requires a scholarship offer before the student-athlete's acceptance is effective. Throughout the entire process, the University is the suitor, laying financial incentives at the feet of the object d'amour. A reasonable person could only believe that, at the time of the signing of the Letter, all other would-be-suitors are precluded from negotiating with or extending an offer to the student-athlete. A contrary conclusion does violence to the rationale underlying the Letter of Intent program (Cozzillio, 1989, p. 316).

Assuming that the joint issuance of the tender of financial aid proposal and the NLI is an offer, then there must be a valid acceptance by the student-athlete. An acceptance may be manifested in two ways: through a promise to perform or by beginning to perform. An offer of a unilateral contract requests actions, not words and is normally accepted by beginning to perform (*Olympia Equipment Leasing Co. v. Western Union Telegraph Co.*, 1986). On the other hand, an offer of a bilateral contract requires acceptance in the form of a promise to perform and must be manifested to the offeror (*Craddock v. Greenhut Const. Co.*, 1970). Experts have declared that normally the contract between the sports participant and the sports

team does not exist “at will”; the experts state that, therefore, the typical sports agreement between the participant and the team is bilateral with each side making promises, definite in form, and agreeing to a definite period of time for the contract to be in existence. (Weistart & Lowell, 1979).

The signing and returning of the NLI and tender of the financial assistance form by the student is a promissory acceptance of the terms and commitments contained in those two documents. The NLI, as signed by the student and the student’s parent or guardian legally satisfies the acceptance element of a bilateral contract, manifested as the student-athlete’s promise to attend that institution (Cozzillio, 1989). The NLI, therefore, appears to reflect the institution’s promise to provide financial aid and an education to the student-athlete in exchange for the student-athlete’s promise to attend that institution. Thus it appears the elements of a bilateral contract are met.

As a condition to enforcement of these promises, the common law usually required consideration; its history is “tortuous, confused and wrapped in controversy” (Calamari & Perillo, 1977, p. 133). However, Justice Cardozo simplified this issue and identified three elements which must occur for consideration to support a promise:

- 1) The promisee must suffer legal detriment (that which he is not already legally obligated to do);
- 2) The detriment must induce the promise; and
- 3) The promise must induce the detriment. (*Allegheny College v. National Chautauqua County Bank*, 1927).

Simply stated, the essence of consideration then is a legal detriment that has been bargained for and exchanged for a promise (*Barbely v. Nationwide Mut. Ins. Co.*, 1981).

Because this is a bilateral agreement and both the student-athlete and the institution have made promises, each party must satisfy the consideration elements identified above. The first element requires the promisee to suffer legal detriment; the institution satisfies this element in two ways. First, the institution offers financial aid to the student, but has no legal obligation to do so. Second, by NCAA rules each institution is limited in the number of athletic scholarships available to be awarded. Therefore, when awarding athletic financial aid to one student-athlete, the institution may be unable to award the same financial aid to another student-athlete (Cozzillio, 1989).

The student-athlete satisfies the detriment element of consideration by the fact that the student-athlete now has an obligation to attend the signing institution. Prior to signing the NLI the student-athlete was not under any legal obligation to attend any particular university (Cozzillio, 1989). Further detriment is that the student-athlete may not attend a different institution without suffering a severe penalty.

The second element of the consideration test is that the detriment suffered must induce the promise. It should not be difficult to argue that the institution’s promise to provide full financial aid for an education induced the student-athlete to sign the NLI. Furthermore, one could reasonably argue that the institution provided financial aid assistance to the student because of the detriment realized by the student-athlete. Therefore, the second element of consideration appears to be easily satisfied.

The third and last element of the consideration test is that the promise must induce the detriment. To satisfy this element each promisee must have known of the other's promise and intended to accept it. When each party signs the NLI and tender of financial assistance, they acknowledge the promises made and agree to the terms of the document.

In conclusion, there appears to be little doubt that one could argue that the NLI is a contract between the submitting institution and the student-athlete. The authors agree with Cozzillio's conclusion:

With the [NLI], there is no contemplation that the [Letter] is a precursor for something more formal, or an "agreement to agree," or a reflection of the parties' desire to engage in comprehensive bargaining in the future. Moreover, material terms are also not absent and there is no need for judicial "gap-filling". ... the [NLI] stands as a reflection of the student-athlete's commitment to attend an institution in exchange for the institution's commitment to provide scholarship monies and an education (1989, pp 1305-1306).

## ■ PARENT OR GUARDIAN SIGNATURE

One unusual provision of the NLI is that the student-athlete must have a parent or guardian sign the agreement, regardless of the age or marital status of the student-athlete.

A justification for this requirement may merely be a matter of convenience for the recruiter, the institution, and the drafters of the NLI. Although most states have lowered the age of majority to eighteen, the law is not consistent. With the co-signor requirement applying to everyone, there is limited possibility of error.

Another justification for this requirement is that many student-athletes sign the NLI while in their junior or senior year of high school. These student-athletes have probably not yet reached their jurisdictional age of majority. The parental co-signature requirement could be a protectional device for the institution against claims of incompetency or incapacity by the minor student-athlete.

Basic principles of contract law state that a contract signed by a minor is not void on its face, but is voidable on the basis of incapacity due to infancy (*Tucker v. Moreland*, 1836). A minor therefore has a choice to either disaffirm the contract or to ratify it. Ratification happens automatically upon the minor reaching the age of majority, whereas an express statement, from the minor to the other contractual party, must be made for a disaffirmance to be valid. The co-signature requirement, therefore, could be justified on the basis that the signing institution needs protection from minor student-athletes disaffirming their agreements before they reach the age of majority. Allowing wide spread disaffirmance would undermine the purpose and intent of the NLI.

Although the institution is somewhat protected from disaffirmance by a parental co-signature of a student-athlete signing the NLI, enforcement of the agreement to provide athletic services to the school is negligible.

## ■ APPEAL PROCEDURE

Instructions contained within the NLI (see Appendix A) explain the appeal procedure. The student athlete may bring any dispute, petition for release, or

interpretation question before the NLI steering committee. The language of the NLI further provides for an appellate review by the CCA. This appeal process may be introduced by either the student-athlete or one or both institutions involved in a dispute. Usually, an appeal to the CCA is initiated by the institution desiring the services of a student-athlete being held to the penalty provisions of the NLI.

One such action involved a University of Miami football linebacker, Darren Krein. Krein signed a NLI with the University of Miami shortly before coach Jimmy Johnson left the University of Miami football program to coach the Dallas Cowboys. Krein attempted to be released from his signed letter of intent, but the NLI steering committee did not approve his request. Krein then filed an appeal to the CCA, but later dropped the appeal, remarking the process took too long and he did not expect to win anyway (Hadley, 1989). Since the decision of the CCA is considered final and binding, a determined student-athlete could appeal an unfavorable decision to a court of law.

## ■ SUMMARY

The NLI has not been, but in the future may be, challenged in the courts. This past reluctance to litigate has been based primarily upon the language of the agreement and because, when appropriate, the NLI steering committee has been able to negotiate a satisfactory arrangement.

However, there appears to be aspects of the NLI susceptible to litigation. First, the requirement that a parent or legal guardian must sign the agreement, even though the student-athlete is of legal age, seems unenforceable. The main reason that this requirement has not met legal challenge is that it is much easier and less time consuming to have a parent or legal guardian sign the letter, than it is to challenge that requirement.

Also, if the NLI, when accompanied with a financial aid agreement, is a bilateral contract as determined by Cozzillio (1989), then the agreement is susceptible to litigation under contract law.

Most collegiate athletic coaches and athletic administrators agree that the NLI is a workable and needed document. Because the NLI benefits students and institutions and because the NLI steering committee has been forthright and direct in completing its duties, the NLI has thus far avoided litigation.

## References

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**- APPENDIX A -**

**1992 NATIONAL LETTER OF INTENT (NLI)**

**Administered by the Collegiate Commissioners Association (CCA)**

Do not sign prior to 8:00 a.m. on the following initial signing dates, or after the final date listed for each sport.

<u>Sport</u>	<u>Initial Signing Date</u>	<u>Final Signing Date</u>
_____ Basketball (Early Period)	November 13, 1991	November 20, 1991
_____ Basketball (Late Period)	April 15, 1992	May 15, 1992
_____ Football, Midyear JC Transfer	December 11, 1991	January 15, 1992
_____ Football (Regular Period)	February 5, 1992	April 1, 1992
_____ Women's Volleyball, Field Hockey, _____ Soccer, Water Polo	February 5, 1992	August 1, 1992
_____ All Other Sports (Early Period)	November 13, 1991	November 20, 1991
_____ All Other Sports (Late Period)	April 15, 1992	August 1, 1992

(Place an "x" on the proper line above.)

Name of Prospect \_\_\_\_\_  
Type Proper Name, Including Middle Name or Initial

Address \_\_\_\_\_  
Street Number City, State, Zip Code

Submission of this NLI has been authorized by:

SIGNED \_\_\_\_\_  
Director of Athletics Date Issued to Prospect Sport (men's/women's)

This is to certify my decision to enroll at \_\_\_\_\_  
Name of Institution

**IMPORTANT - READ CAREFULLY**

It is important to read carefully this entire document before signing it in triplicate. One copy is to be retained by you and two copies are to be returned to the institution, one of which will be filed with the appropriate conference commissioner.

1. **Initial Enrollment in Four-Year Institution.** This NLI is applicable only to prospective student-athletes who will be entering four-year institutions for the first time as fulltime students, except for "4-2-4" college transfers who are graduating from junior college as outlined in paragraph 7-b.

**- APPENDIX A (continued) -**

2. **Basic Penalty.** I understand that if I do not attend the institution named on page 1 for one full academic year, and enroll in another institution participating in the NLI program, I may not represent the latter institution in intercollegiate athletics competition until I have completed two full academic years of residence at the latter institution. Further, I understand that I will forfeit eligibility for two seasons of intercollegiate athletics competition in all sports except as otherwise provided in this Letter. This is in addition to any eligibility expended at the institution at which I initially enrolled.
  - a. **Early Signing Period Penalties.** A prospective student-athlete who signs a National Letter of Intent during the early signing period (November 14-21, 1990) will be ineligible for practice and competition in football for a two-year period. A violation of this provision shall result in the loss of two seasons of competition in the sport of football.
3. **Financial Aid Requirement.** I must receive in writing an award or recommendation for athletics financial aid from the institution named on page 1 at the time of my signing for this NLI to be valid. The offer or recommendation shall list the terms and conditions of the award, including the amount and duration of the financial aid. If such recommended financial aid is not approved within the institution's normal time period for awarding financial aid, this NLI shall be invalid.
  - a. **Professional Sports Contract.** If I sign a professional sports contract, I will remain bound by the provisions of this NLI even if the institution named on page 1 is prohibited from making athletically related financial aid available to me under NCAA rules.
4. **Provisions of Letter Satisfied.**
  - a. **One-Year Attendance Requirement Met.** The terms of this NLI shall be satisfied if I attend the institution named on page 1 for at least one academic year (i.e., two full regular semesters or three full regular quarters).
  - b. **Junior College Graduation.** The terms of this NLI shall be satisfied if I graduate from junior college after signing a NLI while in high school or during my first year in junior college.
5. **Letter Becomes Null and Void.** This NLI shall be declared null and void if any of the following occurs:
  - a. **Admissions and Eligibility Requirements.** This NLI shall be declared null and void if the institution with which I signed notifies me in writing that I have been denied admission, or if I have not, by the institution's opening day of classes in the fall of 1991 (or, for a midyear junior college football signee, the opening day of its classes of the winter or spring term of 1991), met the institution's requirements for admission, its academic requirements for financial aid to athletes, the NCAA requirement for freshman financial aid (NCAA Bylaw 14.3) or the NCAA junior college transfer rule.
    - (1) It is presumed that I am eligible for admission and financial aid until information is submitted to the contrary. Thus, it is mandatory for me to provide a transcript of my previous academic record and an application for admission to the institution named on page 1.
    - (2) If I am eligible for admission, but the institution named on page 1 defers admission to a subsequent term, this NLI shall be rendered null and void. However, if I defer my admission, the NLI remains binding.
    - (3) If I become a nonqualifier (applicable to NCAA Division I or II signees) or a partial qualifier (applicable only to NCAA Division I signees) as per NCAA Bylaw 14.3, this NLI shall be rendered null and void.
    - (4) For a Midyear Junior College Football Transfer signee, the NLI remains binding for the following fall term if the prospect was eligible for admission and financial aid, and met the NCAA junior college transfer requirements for competition, for the winter or spring term, but chose to delay his admission.

**- APPENDIX A (continued) -**

- b. **One-Year Absence.** This NLI shall be null and void if I have not attended any institution (or attended an institution, including a junior college, that does not participate in the NLI Program) for at least one academic year after signing this NLI, provided my request for athletics financial aid for a subsequent fall term is not approved by the institution with which I signed. To receive this waiver, I must file with the appropriate conference commissioner a statement from the Director of Athletics at the institution named on page 1 that such financial aid will not be available to me for the requested fall term.
  - c. **Service in U. S. Armed Forces, Church Mission.** This NLI will be null and void if I serve on active duty with the armed forces of the United States or on an official church mission for at least eighteen (18) months.
  - d. **Discontinued Sport.** This NLI shall be null and void if my sport is discontinued by the institution named on page 1.
  - e. **Recruiting Rules Violation.** If the institution (or a representative of its athletics interests) named on page 1 violates NCAA or conference rules while recruiting me, as found through the NCAA or conference enforcement process or acknowledged by the institution, this NLI shall be declared null and void. Such declaration shall not take place until all appeals to the NCAA or conference for restoration of eligibility have been concluded.
6. **Mutual Release Agreement.** A release procedure shall be provided in the event the institution and I mutually agree to release each other from any obligations to the NLI. If I receive a formal release, I shall not be eligible for competition at a second institution during my first academic year of residence there and shall lose one season of competition. The form must be approved by me, my parent or legal guardian, and the Director of Athletics of the institution named on page 1. A copy of the release form shall be filed with the conference which processes this NLI.
- a. **Authority to Release.** A coach is not authorized to void, cancel or give a release to this NLI.
  - b. **Extent of Release.** A release from this NLI shall apply to all participating institutions and shall not be conditional or selective by institution.
7. **Only One Valid NLI Permitted.** I understand that I may sign only one valid NLI, except as listed below.
- a. **Subsequent Signing Year.** If this NLI is rendered null and void under item 5, I remain free to enroll in any institution of my choice where I am admissible and shall be permitted to sign another NLI in a subsequent signing year.
  - b. **Junior College Exception.** If I signed a NLI while in high school or during my first year in junior college, I may sign another NLI in the signing year in which I am scheduled to graduate from junior college. If I graduate, the second NLI shall be binding on me; otherwise, the original NLI I signed shall remain valid.
8. **Recruiting Ban After Signing.** I understand that all participating conferences and institutions are obligated to respect my signing and shall cease to recruit me upon my signing this NLI. I shall notify any recruiter who contacts me that I have signed.
9. **Institutional Signatures Required Prior to Submission.** This NLI must be signed and dated by the Director of Athletics or his/her authorized representative before submission to me and my parents (or legal guardian) for our signatures. This NLI may be mailed prior to the initial signing date. When a NLI is issued prior to the initial signing date, the "date of issuance" shall be considered to be the initial signing date and not the date that the NLI was signed or mailed by the institution.

**- APPENDIX A (continued) -**

10. **Parent/Guardian Signature Required.** My parent or legal guardian is required to sign this NLI regardless of my age or marital status. If I do not have a living parent or a legal guardian, this NLI may be signed by the person who is acting in the capacity of a guardian. An explanation of the circumstances shall accompany this NLI.
11. **Falsification of NLI.** If I falsify any part of this NLI, or if I have knowledge that my parent or guardian falsified any part of this NLI, I understand that I shall forfeit the first two years of my eligibility at any NLI participating institution as outlined in Item 2.
12. **14-Day Signing Deadline.** If my parent or legal guardian and I fail to sign this NLI within 14 days after it has been issued to me, it will be invalid. In that event, another NLI may be issued within the appropriate signing period.
13. **Institutional Filing Deadline.** This NLI must be filed with the appropriate conference by the institution named on page 1 within 21 days after the date of final signature or it will be invalid. In that event, another NLI may be issued within the appropriate signing period.
14. **No Additions or Deletions Allowed to NLI.** No additions or deletions may be made to this NLI or the Mutual Release Agreement.
15. **Appeal Process.** I understand that the NLI Steering Committee has been authorized to issue interpretations, settle disputes and consider petitions for release from the provisions of this NLI where there are extenuating circumstances. I further understand its decision may be appealed to the Collegiate Commissioners Association, whose decision shall be final and binding.
16. **Official Time for Validity.** This NLI shall be considered to be officially signed on the final date of signature by myself or my parent (or guardian). If no time of day is listed, an 11:59 p.m. time is presumed.
17. **Statute of Limitations.** This NLI shall carry a four-year statute of limitations.
18. **Nullification of Other Agreements.** My signature on this NLI nullifies any agreements, oral or otherwise, which would release me from the conditions stated on this NLI.

19. **If Coach Leaves.** I understand that I have signed this NLI with the institution and not for a particular sport or individual. For example, if the coach leaves the institution or the sports program, I remain bound by the provisions of this NLI.

I certify that I have read all terms and conditions in this document, and fully understand, accept and agree to be bound by them.  
(All three copies of this NLI must be signed individually.)

SIGNED \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  
Student

\_\_\_\_\_  
Student's Social Security Number

SIGNED \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  
Parent or Legal Guardian

- APPENDIX B -

**NORTH CENTRAL INTERCOLLEGIATE ATHLETIC CONFERENCE (NCIAC)**

University of North Dakota  
Moringside College  
University of North Dakota  
University of Nebraska at Omaha

South Dakota State University  
North Dakota State University  
Augustana College

University of Northern Colorado  
St. Cloud State University  
Mankato State University

**Conference Tender of Financial Assistance and Declaration of Intent**

From: \_\_\_\_\_ (College or University) \_\_\_\_\_ First Tender  
To: \_\_\_\_\_ (applicant) \_\_\_\_\_ Renewal Tender  
\_\_\_\_\_ (address) \_\_\_\_\_ Date of Signing  
\_\_\_\_\_ Sport

- In accordance with the rules of the NCIAC governing financial assistance to student-athletes, this institution herewith tenders you financial assistance as indicated below, in meeting your actual costs for board, room, tuition and general fees (no special fees allowed), in accordance with the stipulation of these basic costs per year at this institution. The financial assistance below will be for the college period \_\_\_\_\_
- Charges for board, room, tuition and general fees at the \_\_\_\_\_ for the year \_\_\_\_\_ amount of \$ \_\_\_\_\_ for residents of \_\_\_\_\_ and \$ \_\_\_\_\_ for non-residents. Therefore no student-athlete may receive financial assistance in excess of these respective amounts through scholarships, awards, grants-in-aid or wages for work. Each student-athlete by signing this document agrees to inform their athletic administrator of any additional aid they receive from outside sources.
- This Tender will be invalid unless signed within fourteen (14) days after being issued. This Tender may be reissued.
- This tender covers the financial assistance as indicated below:  
Type of Assistance \_\_\_\_\_ Amount of Assistance \_\_\_\_\_

Recommended by \_\_\_\_\_ Director of Financial Aids \_\_\_\_\_  
(Head Coach)  
\_\_\_\_\_  Check this box if signing occurs after the last signing date for the  
(Director of Athletics) National Letter of Intent.

**Acceptance of Tender of Financial Assistance and Declaration of Intent**

- I accept the Tender of Financial Assistance which appears above on this form. In doing so I certify the following:
- I have not accepted another tender of financial assistance from a member of the NCIAC. (If this letter is signed after the national letter signing period it does not obligate the student athlete.)
  - I am aware that I will forfeit all eligibility for athletic competition in the NCIAC if:
    - I hereafter accept any form of financial assistance from another member of the Conference while eligible at a conference school;
    - I receive any financial assistance from concerns, organizations, or private individuals, except aid from my family.
  - I understand that I am to report to the Athletic Director:
    - All earnings from employment, either by the college or by private businesses, industries, government, or individuals;
    - Any additional scholarships, grants, gifts and awards (this does not include loans), must be reported by me to the Athletic Director on forms he will provide, and that such earnings or assistance, in combination with the aid provided through this tender, may not exceed basic educational costs at attending institution. (total), or the amount of assistance listed under number 4 above; whichever is greater.
  - I further understand that the aid provided in this tender will be canceled if I professionalize myself by a violation of NCAA Eligibility Rule, Article 4 of the NCAA Bylaws.
  - I also understand that this aid may be graded or canceled if I (i) tender myself ineligible for intercollegiate competition; (ii) or fraudulently misrepresent any information on my application, letter of intent or tender; (iii) or engage in serious misconduct warranting substantial disciplinary penalty; (iiii) or voluntarily withdraw from a sport for my own personal reasons.
  - This aid may not be graded or canceled during the period of its award (i) on the basis of a student-athlete's ability or his contribution to a team's success, (ii) because of an injury which prevents the recipient from participating in athletics or (iii) for any other athletic reason.

Date \_\_\_\_\_ Signed \_\_\_\_\_ (Student-Athlete)  
Signed \_\_\_\_\_ (Parent)

If you wish to accept the tender of financial assistance you are to sign all copies. Keep one copy for your own files and return.

WHITE - Student Athlete GREEN - Conference Office CANARY - Athletic Dept. PINK - Financial Aids Office GOLDENROD - Athletic Dept.

**- APPENDIX C -**

**NATIONAL LETTER OF INTENT  
Release Agreement**

\_\_\_\_\_ signed a \_\_\_\_\_ National Letter of Intent  
(Name of Student) (Year)

certifying his/her decision to enroll at \_\_\_\_\_

It has been mutually agreed by the student-athlete, his parents or legal guardian, and the Director of Athletics of the above named institution that this student receiving this properly executed Release Agreement shall not be eligible for competition at the second institution during the first academic year of residence and shall be charged with one season of competition.

The student-athlete, his parent or legal guardian, and the Director of Athletics release each other from any commitment or liability to each other as the result of the National Letter of Intent.

All parties state that they have read this Release, fully understand its meaning and effect, know it as an unconditional release in full as to each other, and that they have voluntarily signed it.

This Release shall be effective immediately.

\_\_\_\_\_  
Student-Athlete

\_\_\_\_\_  
Director of Athletics

\_\_\_\_\_  
Parent or Legal Guardian

\_\_\_\_\_  
Number and Street

\_\_\_\_\_  
Institution

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(This form must be completed in triplicate. One copy should be retained by the student-athlete, one copy by the institution, and one copy sent to the conference which processed the original letter.)

(Revised June 19, 1984)