

United States of America
FEDERAL TRADE COMMISSION
East Central Region



350 Euclid Avenue, Suite 325
Cleveland, Ohio 44115
(216) 263-3455

January 12, 2026

[ADD ADDRESS]

Dear Sir or Madam:

Federal Trade Commission staff is conducting a non-public inquiry into the compliance of third parties with the Sports Agent Responsibility and Trust Act, 15 U.S.C. §§ 7801-7807 (SPARTA). Enacted by Congress to protect student athletes, SPARTA governs certain conduct by sports agents or their representatives relating to the signing of agency contracts with student athletes.¹ The Commission has authority to undertake this inquiry under 15 U.S.C. § 7803 and to compel production of information pursuant to the provisions of Sections 6, 9, 10, and 20 of the Federal Trade Commission Act, 15 U.S.C. §§ 46, 49, 50, and 57b-1.

To facilitate this inquiry, we request that you submit the following Documents and information identified below voluntarily and in lieu of compulsory process. **To streamline production and resolve questions, please contact FTC counsel Josh M. Bransford at SPARTA@ftc.gov to schedule a teleconference to be held the week of [Date], to address any questions or concerns.**

Unless otherwise noted, your responses to the requests below should cover the period beginning July 1, 2021, through the date of full and complete compliance with this letter.

1. Produce a Document sufficient to show the following information:
 - A. The name of your educational institution;
 - B. The main address of your educational institution; and

¹ <https://www.ftc.gov/legal-library/browse/statutes/sports-agent-responsibility-trust-act>.

- C. The NCAA division or divisions in which your educational institution participates.
2. **For each Student Athlete that has entered into an Agency Contract**, provide the following information using the accompanying Microsoft Excel spreadsheet. If you do not have the information for a specific request, leave the spreadsheet cell corresponding to that specific request blank. For any Student Athlete with more than one Agency Contract, please enter all requested information in separate rows for each Agency Contract using a different de-identified number in column A of the spreadsheet.
 - A. The Intercollegiate Sport in which the Student Athlete participates;
 - B. The date of the Student Athlete's Agency Contract;
 - C. The date of the next athletic event—immediately following the date of the Student Athlete's Agency Contract—when the Student Athlete was eligible to participate;
 - D. The date when the Athlete Agent gave notice, **in writing**, to the Athletic Director or the person responsible for administering the athletic program at your educational institution that the Student Athlete had entered into an Agency Contract;
 - E. The date when the Athlete Agent gave notice, **verbally**, to the Athletic Director or the person responsible for administering the athletic program at your educational institution that the Student Athlete had entered into an Agency Contract;
 - F. The name of the Athlete Agent;
 - G. The email address of the Athlete Agent;
 - H. The telephone number of the Athlete Agent; and
 - I. Whether your educational institution has received a complaint or report concerning the Athlete Agent's relationship with the Student Athlete (indicate: Yes or No).
3. For each Student Athlete that has entered into an Agency Contract, produce a copy of the Agency Contract. Please redact the student's personally identifiable information from the Agency Contract, as necessary, and mark each Agency Contract with the corresponding de-identified number used in the Microsoft Excel spreadsheet.

The redaction request is intended to ensure that the Student Athlete's identity is not personally identifiable, whether through single or multiple releases, and taking into account other reasonably available information. *See 34 C.F.R. § 99.31(b)(1)* ("An educational agency...may release the records or information without the consent

required by § 99.30 after the removal of all personally identifiable information provided that the educational agency or institution or other party has made a reasonable determination that a student's identity is not personally identifiable, whether through single or multiple releases, and taking into account other reasonably available information.”).

NOTICE: This letter does not seek any information that would require prior written consent of eligible students and/or their parents under 34 C.F.R. § 99.30 and the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, or as required by state law. This letter seeks de-identified records and information, as permitted under 34 C.F.R. § 99.31(b)(1). If you have any questions, please contact FTC counsel before providing responsive information.

The following definitions apply to this letter:

D-1. “Agency Contract” means an oral or written agreement in which a Student Athlete authorizes a person to negotiate or solicit on behalf of the Student Athlete a professional sports contract or an endorsement contract. As used here, “endorsement contract” means an agreement under which a Student Athlete is employed or receives consideration for the use by the other party of that individual’s person, name, image, or likeness in the promotion of any product, service, or event. As used here, “professional sports contract” means an agreement under which an individual is employed, or agrees to render services, as a player on a professional sports team, with a professional sports organization, or as a professional athlete.

D-2. “Athlete Agent” means an individual who enters into an Agency Contract with a Student Athlete, or directly or indirectly recruits or solicits a Student Athlete to enter into an Agency Contract, and does not include a spouse, parent, sibling, grandparent, or guardian of such Student Athlete, any legal counsel for purposes other than that of representative agency, or an individual acting solely on behalf of a professional sports team or professional sports organization.

D-3. “Athletic Director” means an individual responsible for administering the athletic program of an educational institution or, in the case that such program is administered separately, the athletic program for male students or the athletic program for female students, as appropriate.

D-4. “Commission” means the Federal Trade Commission.

D-5. “Document” means the complete original, including all attachments and copies of all hyperlinked materials (other than hyperlinks to publicly accessible websites), all drafts or prior versions, and any non-identical copy, whether different from the original because of notations on the copy, different metadata, or otherwise, of any item covered by 15 U.S.C. § 57b-1(a)(5), 16 C.F.R. § 2.7(a)(2), or Federal Rule of Civil Procedure 34(a)(1)(A), including chats, instant messages, text messages, direct messages, information stored on or sent through social media accounts or messaging or other applications (e.g., Microsoft Teams, Slack), information contained in, hyperlinked to, or sent through Collaborative Work Environments, and information on all devices (including employee-owned devices) used for company-related activity.

D-6. “Intercollegiate Sport” means a sport played at the collegiate level for which eligibility requirements for participation by a Student Athlete are established by a national association for the promotion or regulation of college athletics.

D-7. “Student Athlete” means an individual who engages in, is eligible to engage in, or may be eligible in the future to engage in, any Intercollegiate Sport. An individual who is permanently ineligible to participate in a particular Intercollegiate Sport is not a Student Athlete for purposes of that sport.

You are invited to furnish any additional information that you may feel is relevant to this inquiry. Also, please feel free to contact us if you believe that any part of this request imposes an undue burden on your educational institution. Although we hope to conduct our inquiry with as little inconvenience and cost to you as possible, we reserve the right to seek access to additional records and pursue such additional avenues of inquiry as may be deemed appropriate. Because the Commission may later request all documents relating to any of the questions in this letter, **please suspend any procedures for document destruction and take other measures to prevent the destruction of documents that are relevant to this investigation while it is pending.**

The FTC will use the information you voluntarily provide for the purpose of investigating violations of the laws the FTC enforces. We will not disclose any material you voluntarily provide, except as required by a legal obligation or authorized under the FTC Act (15 U.S.C. § 57b-2) and the Commission’s Rules of Practice (16 C.F.R. §§ 4.10 & 4.11). Information you voluntarily provide will be withheld in response to FOIA requests unless such requests relate to records from a closed investigation and the material is otherwise publicly available. FOIA Exemption 3, 5 U.S.C. § 552(b)(3); Section 21(f) of the FTC Act, 15 U.S.C. § 57b-2(f); and 16 C.F.R. Rule §§ 4.10(d) and 4.11(a)(3)(iii). The Commission may provide your information in response to a request from Congress (16 C.F.R. § 4.11(b)) and also disclose information to federal, state or international law enforcement agencies on a confidential basis and only for official law enforcement purposes. Section 21(b)(6) of the FTC Act, 15 U.S.C. § 57b-2(b)(6)).

Please have a responsible representative certify under penalty of perjury that the Documents and other information produced or identified in response to this letter are complete and accurate.

If any responsive materials contain sensitive personally identifiable information (PII) or sensitive health information (SHI), please contact FTC counsel before producing those materials to discuss whether there are steps you can take to minimize the amount of Sensitive PII or SHI you produce, and how to securely transmit such information to the FTC.

You are also advised that all claims based on privilege (*e.g.*, attorney-client privilege or the Fifth Amendment) or judicial order must be asserted on or before compliance with this request. If any responsive material is withheld, please submit a schedule of the items withheld which states individually as to each such item the type, title, specific subject matter, and date of the item; the names, addresses, positions, and organizations of all authors and recipients of the item (subject to the Notice above relating to FERPA); and the specific grounds for claiming that the item is privileged.

Please provide the requested documents and information to **SPARTA@ftc.gov** by March 23, 2026, unless the materials contain Sensitive PII or SHI as noted above.

Your Rights to Regulatory Fairness

The FTC has a longstanding commitment to a fair regulatory enforcement environment. If you are a small business (under Small Business Administration standards), you have a right to contact the Small Business Administration's National Ombudsman at 1-888-REGFAIR (1-888-734-3247) or www.sba.gov/ombudsman regarding the fairness of the compliance and enforcement activities of the agency. You should understand, however, that the National Ombudsman cannot change, stop, or delay a federal agency enforcement action. The FTC strictly forbids retaliatory acts by its employees, and you will not be penalized for expressing a concern about these activities.

If you have any questions, please do not hesitate to contact me. Your prompt cooperation and assistance in this matter are appreciated.

Sincerely,

Josh M. Bransford

Enclosure