

*Full-Program Athletics Contracts and
the Corporate University*

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Over the past three decades, universities in the United States have become key battlegrounds in a broader struggle over how and by whom socioeconomic relations should be managed and regulated. While education has never been independent of the market, this period has witnessed an intensified encroachment of commercial principles into every aspect of higher learning (Giroux 2007; Hanley 2001; Washburn 2005). In the “corporate university,” as this institutional formation is often described (Nelson and Watt 1999), faculty are increasingly imagined as entrepreneurs, students as consumers, and college campuses as hybrid organizations that wed the revenue-producing goals of the business park with the ubiquitous promotion of brand-name goods more commonly associated with the shopping mall.

While these shifts have been widespread and enduring, they have not gone unopposed. Indeed, the 1990s were characterized by a resurgence of campus activism in which staff and faculty unions, student activists, and concerned members of the public have fought to maintain the distinction between democratic values and market interests, between education and job training, and between knowledge and commodity (Benjamin 2000; Giroux 2007; Shaw 1999; White and Hauck 2000). Intercollegiate sport has emerged as a focal point of these struggles as issues such as the multimillion-dollar salaries awarded to some coaches and the labor practices of the corporations that make team apparel have prompted the emergence of an array of social movement organizations. Some of these groups are devoted primarily to reforming college sport to

An earlier version of this chapter appeared as Samantha King and Sheila Slaughter, “Sports ‘R’ Us: Contracts, Trademarks, and Logos,” in *Academic Capitalism and the New Economy: Markets, State, and Higher Education*, edited by S. Slaughter and G. Rhoades, 256–278 (Baltimore: Johns Hopkins University Press, 2004).

bring it in line with the educational mission of higher education (for example, the Drake Group), while for others college sport represents the vehicle through which broader questions related to wage exploitation and global inequalities can be addressed (for example, Students against Sweatshops). Both sets of issues and approaches are the subject of substantial bodies of academic work (Benjamin 2000; Duderstadt 2000; Klein 2002; Sack and Staurowsky 1998; Sage 1999; Shaw 1999; Shulman and Bowen 2001; Sperber 1990, 2001; Thelin 1994; Thelin and Wiseman 1989; Zimbalist 2001).

The focus of this chapter, “full-program” or “multisport” contracts between Division 1A universities and athletic apparel corporations, transects these concerns. I share with scholars of intercollegiate sport a concern with the effects of commercialization on the values, structure, and purpose of college athletics, and on the educational mission of the university. But my main goal here is to explore how the marketing strategies enshrined in full-program contracts are helping to reconfigure, both materially and ideologically, the culture of the university as part of a broader shift toward a branded, privatized society (Chomsky 1998; Comaroff and Comaroff 2000; Duggan 2003; Ewen 2001; Frank 1997; Goldman and Papson 1996; Klein 2002; Rose 1999; Savan 1994; Twitchell 1996). That is, I seek to show how the undermining of intercollegiate athletics and a university education as public goods that are circulated in public spaces through public relationships is both a symptom of and vehicle for the ascent of neoliberal discourse and practice.

Neoliberalism, like any descriptor mobilized by a diverse range of actors to describe a complex set of forces, is a contested and unstable term. I use it to refer to a philosophy and a set of economic and political policies aimed at cutting expenditures on public goods such as education, health care, and income assistance in the name of “free enterprise” and in the service of enhanced corporate profit. Under the auspices of bodies such as the International Monetary Fund, the World Bank, the U.S. Treasury, and the World Trade Organization, the most common strategies used to implement this goal include fiscal austerity, privatization, and deregulation. In Lisa Duggan’s words, the general effect of this “wide-ranging political and cultural project” has been to encourage the dramatic “upward redistribution of a range of resources” and a widespread tolerance of increasing inequality in the context of a gradual elimination of a concept of the public good (2003, xi).

The aspects of neoliberalism that form my focus here are privatization and the ongoing encroachment of market principles into almost every facet of everyday life in the United States. In the first two sections of this chapter, I contextualize my argument within the literature on neoliberalism and the corporate university and explore the history of full-program contracts. From there I move to a close reading of eight agreements that make companies like Nike and Adidas the sole suppliers of apparel and equipment to university athletics programs. In exchange for advertising space on the clothing and footwear of players, coaches, trainers, and administrators and on signage across campus, corporations provide varying amounts of free equipment and, in some

instances, rewards in cash. Drawing on Naomi Klein's succinct summary of such relationships, I argue that the breadth and depth of the privileges that stem from these contracts enables corporations not simply to *sponsor* the university but to *be* the university (Klein 2002). This phenomenon is evidenced in the hyperpolicing of logos and trademarks, ceding of substantial tracts of campus space to corporate partners, growing corporate influence over athlete and nonathlete recruitment, and nondisparagement clauses that ban criticism of business partners by members of the university community. The exploitative labor practices of these business partners, rightfully the subject of much critical activism and research, are thus also implicated in the fundamental transformation of U.S. higher education and the public sphere of which it is part.

The Corporate University

Research on changes to the economic structure and social functions of higher education suggests that this key realm of public life is being divorced from its role in producing critically engaged citizens (Giroux 2007; Washburn 2005). Like other sites transformed by the implementation of neoliberal philosophies, the corporate university is operated "more like a profit-making business than a public or philanthropic trust" (Ohmann 2003, 131). In the realm of teaching, full-time tenure-track faculty are increasingly replaced with low-paid part-time and temporary workers and by computerized and distance learning schemes (Nelson and Bérubé 1995). In the name of efficiency, and in the face of massive decreases in government funding for higher education, class sizes have grown and face-to-face interaction with research professors has diminished (Washburn 2005). At the same time, fewer lower-income students have the opportunity to enter the university at all, as grants have been slashed and the debt load for students who do manage to attend has increased substantially (Giroux 2007).

The physical environments of campuses have also been transformed as corporate brand names and logos increasingly adorn classrooms, student unions, athletics facilities, museums and galleries, modes of transportation, bathrooms, and cafeterias, the naming rights to which are sold off to the highest bidder. The subcontracting of a variety of services including dining, health care, physical plant services, and textbook retail has added to the increasingly private and profit-oriented structure of campuses (Kniffin 2000). Among the key actors in these shifts are college administrators who are now more often hired for their role as fund-raisers and their ability to bridge the world of academe and business than for their intellectual capacities and experience in public service.

The disconnect between university administrations and the educational function of higher education is further evidenced by the application of productivity and performance measures, by the introduction of interdepartmental competition for resources, and by a focus on efficiency rather than critical thought and intellectual culture (Giroux 2007). In this new regime, high value is placed on vocational and technical disciplines, whereas degree programs that

do not translate directly into jobs, located mostly in the humanities and fine arts, find themselves fighting for legitimacy and sometimes even survival (Nelson and Bérubé 1995).

The work of Sheila Slaughter and Gary Rhoades (2004) on what they call “academic capitalism” offers a theoretical framework for understanding how and why these changes have occurred. Their research reveals how groups of actors—faculty, students, administrators, and academic professionals—employ a variety of public resources to create new circuits of knowledge that link institutions of higher education to the new economy. They emphasize that corporatization is not a product of external forces acting on a defenseless university culture but a set of relations produced, in part, by the “investment, marketing and consumption behaviors” of members of the university community (Slaughter and Rhoades 2004, 15). One major effect of this new regime is the commodification and privatization of knowledge exemplified by the gradual replacement of peer-reviewed, federally funded grants with corporate backing for research (Nelson and Watt 1999), corporate ownership of laboratory research results, and university patenting and licensing of faculty inventions. Jennifer Washburn (2005) notes that these shifts have meant that less emphasis is placed on research that offers little immediate financial return but may impact millions of lives, or on the risk-taking experimentation and unconventional inquiry that has historically characterized university research. As Henry Giroux argues, “Such corporatization affects not only the culture of the campus but also the very content delivered by the university, as academic labor is increasingly based on corporate needs rather than on the demands of research for the public good or on education designed to improve public life” (Giroux 2007, 103). Hence, what was once known as the hidden curriculum—the subordination of education to capital—is now open and much vaunted (Giroux 2007).

A Brief History of Full-Program Contracts

These shifts have been nowhere more profound than in the context of intercollegiate athletics, where the connection between universities and their corporate sponsors has been so firmly established that institutions of higher education are often now known as “Nike schools” or “Adidas schools.” It did not take long for these symbolic relationships to take hold. In the early 1990s, full-program contracts were practically nonexistent. Indeed, in 1993, the year before the University of Michigan entered into one of the first of such agreements, its legendary “fab five” men’s basketball team had no logos whatsoever (beyond the university *M*) on their uniforms.

The roots of the full-program strategy go back to 1977 when the Converse Corporation signed a deal with Jerry Tarkanian, men’s basketball coach at the University of Nevada, Las Vegas, giving Tarkanian two free pairs of shoes for every pair he bought for his team. Nike soon caught on to the idea and in 1978 offered Tarkanian free shoes and warm-up suits for the entire team and \$2500 for himself; they also signed Lefty Driesell of the University of Maryland under

a similar arrangement (Zimbalist 2001). A year later, sixty more coaches were brought into the Nike fold. The terms of these sponsorships have increased substantially since that time, especially after Nike hired Sonny Vaccaro to recruit coaches as endorsers of its products.¹ John Thompson of Georgetown University was one of the first signees, reportedly earning several thousand dollars in the early 1980s in exchange for requiring his team to wear Nike shoes (Slater and Lloyd 2004). By the late 1990s, Nike was paying top coaches such as Mike Krzyzewski of Duke University more than \$1 million a year, plus stock options, a range of perquisites, and assistance in their recruiting efforts (Zimbalist 2001).

Because new corporations depend so heavily on marketing for their success, they must continually build their brands through the appropriation of new spaces on which to imprint their logos, hence the growth of these contracts to include more teams and in many cases entire athletics departments. When Michigan signed a six-year, \$7 million contract with Nike in 1994, the athletics director at the time, Joe Roberson, claims that he was motivated not by the money (Michigan's athletics department was running a healthy surplus at the time) but by a desire for transparency in terms of what his coaches were receiving and giving away in their individual contracts with corporate sponsors, for equalization across sports, and for maximization of the financial benefits that he says he did not need (Herbert 2004). The motivations for signing full-program agreements are less significant to my argument than their outcomes, but it is nonetheless important to note here that when Nike pulled out of renewal negotiations with Michigan over the university's desire to include in the contract language consistent with their code of conduct that would apply to working conditions for Nike's overseas factories, the athletics department, now under the stewardship of Tom Goss, was in a less healthy fiscal state. After paying \$1.8 million out of the department budget for equipment that the university had been accustomed to receiving as part of their contract with Nike, a new athletics director, Bill Martin, was hired and charged with persuading Nike to enter into a second contract, a task in which he succeeded (Herbert 2004).

In the present moment, it would be unheard of for a school with a large and prominent athletics program to be without a major apparel and equipment sponsor, but this does not mean that such universities operate without regard for competitive pressures. Indeed, there was (unconfirmed) speculation that Michigan transferred its allegiances to Adidas in 2007 not simply because the German company outbid Nike but also because Nike was weary of continuing its relationship with a losing men's basketball program (Rovell 2007). The university's new arrangement with Adidas is much more generous than what it had with Nike and included a \$6.5 million signing bonus (the first in college sports history) and a "most favored program clause," which means that no other "Adidas school" can receive more money or goods from the company (Carty 2007).

For their part, corporations like Nike and Adidas view their primary purpose as making not products but images of their brand (Klein 2002). These companies retain control of the cultural capital represented by their logos and brand image, while the raw materials that constitute their shoes and clothes are

assembled by low-paid overseas workers. These workers frequently labor under poor conditions in factories owned by subcontractors who seek to outbid one another in order to offer companies the lowest manufacturing costs. Rather than compete on the basis of price, however, Nike and Adidas have actually driven up the amounts consumers must pay by pouring money into their marketing budgets, which pay for huge endorsement contracts for star athletes and sponsorship arrangements for universities.

Placing logos on the uniforms of athletes and coaching staff guarantees exposure to future star endorsees, to students, to live audiences at games, and, crucially, to television audiences. Students are a prime market segment that spent an estimated \$80 billion in 1998 on goods and services. They constitute a particularly significant portion of the market for the “athleisure wear” that is sold in college bookstores and adorned with a swoosh or the three Adidas stripes in exchange for a licensing fee paid to the university. Live audiences also provide a great deal of exposure; in 2006 close to 37 million people attended Division I football games, and 48.1 million tuned into the men’s National Collegiate Athletic Association (NCAA) basketball championship game in 2010. The particular fans such programming draws are dominated by men in the coveted eighteen-to-thirty-five-year-old market segment. Adding a logo to the uniforms of athletes can thus be more cost effective than buying a thirty-second commercial slot. For instance, when the Ohio State men’s football team played Louisiana State University in the Bowl Championship Series title game in January 2008 before a television audience of 23 million, the prominently placed swooshes on the uniforms of the athletes of both teams transformed the game into a four-hour advertisement for Nike.

Full-Program Contracts

While the logos of Nike and Adidas are hypervisible to anyone walking around the grounds of a full-program school, the specific terms of the contracts remain closely guarded secrets, and even very basic information about which schools have contracts, when they were signed, and their monetary value is difficult to obtain. Attributing their confidentiality to concerns about competitive advantage, the major sponsors of college athletics were not willing to reveal to me the names of the schools with which they had contracts when I first contacted them in 2002. On the basis of the results of a simple survey sent to the top level of the 110 schools in Division 1A, telephone calls to schools that did not reply, and media coverage of contract signings, I was able to ascertain that at least twenty-three universities had full-program contracts at that time (fifteen with Nike, seven with Adidas, and one with Reebok). I then filed Freedom of Information Act requests for copies of the contracts of the nineteen public universities in the sample. The analysis presented here focuses on eight contracts that were in effect in 2003, the second year of the research project: Adidas’s agreements with Arizona State University (ASU) (Arizona State University 1999), the University of Louisville (University of Louisville Athletic Association 1998), and the

University of Wisconsin–Madison (University of Wisconsin–Madison 2001) and Nike’s agreements with the University of Arizona (University of Arizona 1998), the University of Kentucky (University of Kentucky 1997), the University of Michigan (University of Michigan 1994), Texas A&M University (Texas A&M University 1997), and the U.S. Air Force Academy (U.S. Air Force Academy Athletic Association 2002).²

The Nike contracts in my sample are remarkably similar. They all involve a form of base compensation, ranging from \$82,500 over five years for the U.S. Air Force Academy, to \$8.4 million over the course of seven years for the University of Michigan, to \$13.5 million over the course of ten years for the University of Kentucky. In addition to base compensation, Nike agreements include the provision of clothing and equipment for all teams. The now expired University of Michigan contract specified the retail value of products at \$14 million over seven years, but other Nike contracts specify only the number of items—jackets, shoes, and so forth—allotted to each team, university-sponsored camps, and, in some contracts, a onetime cash payment to the university (University of Kentucky 1997) or the university president’s office (Texas A&M University 1997).

In addition to support in the form of cash and products, both corporations pay the universities for the license to manufacture and sell their products bearing university trademarks. The amount of royalties paid ranges from 7.5 percent (for example, ASU) to 10 percent (for example, the University of Michigan). In return, corporations receive a range of perquisites including free tickets to home games, VIP parking passes, space for hospitality events, use of university golf courses for tournaments, access to university facilities for “community programming” events, and a range of other guarantees and benefits discussed shortly.

Although the Adidas contracts share many similarities with those of the company’s rival, there are some important differences. The yearly base compensation paid by the corporation to the universities is lower: \$275,000 per annum for ASU and \$200,000 for the University of Wisconsin–Madison for the first year and \$250,000 for the next three. Adidas pays no base compensation in this contract to the University of Louisville. In the context of the increasing disparities between rich and poor programs decried by critics of the commercialization of college sport, the demand that some universities in the sample purchase a minimum number of products from Adidas is particularly interesting. The University of Wisconsin–Madison contract requires that the university order \$40,000 worth of Adidas products per year for its camps and clinics in addition to paying a onetime “transition and start-up cost” of \$525,000. Similarly, the ASU contract obliges the university to purchase a minimum number of products to be sold on campus in exchange for the free products supplied to the athletics department and team coaches. If the university does not meet the minimum requirement, it must pay Adidas 35 percent of the total shortfall.

A 1998 article in the *Phoenix New Times*, written before the signing of the ASU-Adidas contract, offers some important context for understanding

the terms of this agreement (Dougherty 1998). According to its author, John Dougherty, the top marketing goal of ASU's then athletics director, Kevin White, was to "convince Nike to sign an agreement that would put ASU in the company of 18 other universities that have all-school agreements with one of three major sports-apparel manufacturers—Nike, Reebok and Adidas" (1998). Without such an agreement, ASU would struggle to hire a big-time men's basketball coach or to recruit the star talent that White claimed would follow a Nike contract: "The best way to promote the school to young athletes, White says, is to allow Nike or another company to market ASU sports apparel." White continued, "The kids today are driven by brand identification, and it's only going to become more and more prevalent in that regard, in our view" (quoted in Dougherty 1998). While such reasoning is not in itself surprising, what is notable about this story is the lengths to which ASU was willing to go in order to secure an agreement with Nike. For example, in a March 17, 1997, letter to the company, White made the following offer: "In order to further justify (from the Nike perspective) the enhanced relationship, ASU will consider several inordinately large (mammoth) and well-placed venue signage opportunities, i.e., the roof of the University Activity Center and on the respective straight-aways on our new track" (Dougherty 1998). He also "reiterated previous pledges that ASU would be a strong 'political' friend of Nike's" (Dougherty 1998). As Dougherty notes, White's offers strengthened Nike's hand. They now knew that neither Reebok nor Adidas had responded to ASU's request for proposals (RFP), and instead of the \$1-million-a-year contract ASU expected when it prepared the RFP *in consultation with Nike*, Nike offered a \$565,000-a-year annual package for five years. After much back-and-forth, the negotiations stalled for good, and ASU eventually signed an agreement with Adidas, the terms of which were starkly less generous than those offered to higher-profile programs and considerably more enabling of corporatization. In addition to the promise of minimum purchases outlined previously, Adidas received a twenty-five-year lease on a three-acre site adjacent to the school's softball stadium where a company that tests Adidas products, Athletes' Performance, was built; "access" to players, player locker rooms, and university mailing lists; and a nondisparagement clause preventing criticism of the corporation from members of the campus communities. Although the ASU negotiations represent just one case, they powerfully illustrate how full-program contracts are not simply the outcome of competition between corporations to offer schools the best set of conditions but the result of schools doing what they can to attract corporations and offer them the most lucrative deals—in this case, at the expense of public space and, potentially, academic freedom.

Policing of Logos

The contracts include an inordinate amount of detail about where, when, and how corporate logos must be displayed. All contracts stipulate that athletics department coaches, athletes, and staff must wear official Nike or Adidas clothing

and shoes in all program activities (e.g., practices, games, exhibitions, clinics, sports camps, photo sessions, and interviews) and may not wear products bearing brand identification other than that of their corporate partners. In addition, the contracts allow no change to the size, placement, design, or number of logos on any particular product. Products must not be altered to resemble a nonpartner product, and personnel may not wear nonpartner products that have been altered to resemble partner products.

The exceptional circumstances described in the contracts illustrate the extent to which the appearance of logos is micromanaged. If a university needs products that the corporation does not make, the university has to ask permission to use an alternative supplier and that supplier's logo must be removed. Several contracts allow coaches to wear dress shoes rather than official sneakers when a particular public appearance requires more formal dress. In addition, athletes who must wear other products because of a "bona fide" medical condition require a physician's note and must cover competing logos "so as to completely obscure such manufacturer's identification" (University of Kentucky 2001, 9). Injured athletes are also prohibited from wearing tape or bandages that hide a logo. These stipulations prevent small acts of resistance among athletes who do not want to act as walking billboards for corporations, but they also reshape athletics training practices. In most cases, athletes are required to obtain medical certification before they can tape over a logo, and some contracts prohibit taping regardless of medical conditions. The contracts are actively enforced by corporate representatives who visit campuses on a regular basis to ensure that universities are complying with the terms of the contract. On game days, these representatives often join with university "logo cops," officials from the licensing agencies that most universities employ to operate their trademark licensing programs, and law enforcement officials to hunt for trademark infringers to cite or arrest (King and Slaughter 2004).

The Creeping Commercialization of Campus Space and Employees' Time

A reading of full-program agreements reveals how they enable the creeping commercialization of public space. Standard features oblige universities to supply radio and program advertisements, electronic message board endorsements, and public address system announcements on behalf of corporate sponsors, as well as camera-visible signage in the form of billboards, website banners, goalpost pads, basketball bench chair backs, hockey dasher boards, and backlit concourse signs. In three cases, universities must help corporations secure retail outlets on campus if the corporation so desires. In four cases they must help their partners place products in their bookstores and in one case must provide office space and near-campus housing if asked to do so. In the University of Wisconsin–Madison's first full-program contract with Reebok, like ASU's contract with Adidas, the corporation was allowed access to university mailing lists. The University of Kentucky agreement contains a clause

to ensure that when future spaces for signage become available, Nike will have first refusal to occupy the space.

The colonization of space is accompanied by the infiltration of employees' workloads by obligations to the corporate partner. In seven contracts, head coaches are required to make a minimum number of appearances for the corporation each year. The number of appearances ranges from two to four, but for University of Wisconsin–Madison coaches the obligation is set at eight eight-hour days per year. The function of university athletics departments and their employees and athletes has thus become increasingly blurred. They not only help market the school (a role they have played for more than a hundred years) but are also now increasingly enlisted as marketing representatives and strategists for the sponsoring corporations. In addition to undertaking appearances for Nike and Adidas, at three schools in the sample, university staff members are required to act as design and marketing consultants. The University of Michigan contract outlined these obligations as follows:

NIKE shall continue its efforts to produce high quality Products through consultation with coaches and staff of successful athletic programs such as UNIVERSITY and whose full cooperation is important to NIKE, as such individuals have knowledge that can be useful in the research, development and production of NIKE products, and is of the essence of this Agreement. Upon request by NIKE, UNIVERSITY shall request designated Coaches and Staff to provide NIKE with written or oral reports concerning the NIKE Products supplied to each through NIKE's product development and testing program. (University of Michigan 2001, 13)

The blurring of roles between universities and their corporate partners is also enabled by the growing role played by Nike and Adidas in the recruitment of coaches and athletes, particularly men's basketball players. Wetzel and Yaeger (2000) describe how corporations now sponsor middle and high school boys' basketball teams and camps, in addition to university, professional, and national teams. By running these camps, corporations are able to build links to the top high school players in the country, and by providing shoes to players on summer teams and to the schools in which they are enrolled, they develop a direct connection to youth in neighborhoods across the country (Zimbalist 2001).

These relationships are also thought to help in college recruitment efforts, of both athletes and coaches. While ASU wanted a Nike full-program contract to entice better athletes, they also, in 1997, tried to lure Utah basketball coach Rick Majerus to coach the men's team. Majerus, however, was about to sign another contract with Reebok that paid him approximately \$500,000 in addition to his salary. According to various media reports, Majerus eventually withdrew from the running because ASU could not match what the coach made with Reebok and because at that time ASU thought it was on the verge of becoming a "Nike school," a move that would compromise Majerus's obligations to Reebok if he were to transfer (Dougherty 1998; Gates 1997). It could be argued,

then, that corporations are recruiting coaches and athletes on behalf of universities, recruiting *their* coaches and athletes to what are becoming *their* schools.

Disparagement Clauses

Three of eight contracts include a disparagement clause that bans criticism of corporate partners by members of the university community. The ASU clause reads, “University shall not, during the Contract Term and for a period of two years following the termination or expiration of this Agreement, disparage the adidas brand name, adidas products, or adidas” (Arizona State University 1999, 9). In his discussion of disparagement clauses, Zimbalist (2001) describes how the University of Wisconsin–Madison’s 1996 agreement with Reebok met with opposition when members of the campus community discovered the inclusion of a clause that read, “University will take all reasonable steps necessary to address any remarks by any University employee, agent or representative, including a coach, that disparages Reebok” (University of Wisconsin–Madison 1996, 144). Campus members found the clause particularly troubling in light of the international controversy about athletics apparel companies’ overseas labor practices: Would the clause mean that someone who was opposed to the use of sweatshop labor be prevented from expressing his or her views? In this case, Reebok agreed to remove the clause, but disparagement continues to be forbidden in some contracts.

The inclusion of clauses requiring corporations to meet university anti-sweatshop/human-rights policy codes is testament to the success of antisweatshop campaigners at campuses across the United States, although how their clauses are enforced varies considerably. Four of eight contracts included such a clause. The University of Michigan and University of Arizona contracts require the use of an independent monitor to determine whether Nike is in breach of the universities’ labor standards policies. In the case of the University of Arizona, however, the university and the corporation select the “independent monitor,” and no budget is outlined for funding the monitor’s work. The time limit for Nike to rectify a breach is set at thirty days, but this can be extended if the situation is impossible to fix within that time. The main limit of the clause, however, is that the university is under no obligation to terminate the contract should violations be found, a reality that has been amply illustrated by the university’s weak response to violations brought to its attention by Students against Sweatshops.

In 2007 and 2008, controversy continued to arise across university campuses over the effectiveness of these clauses and the refusal of university administrations to challenge their corporate partners. At the University of California–Berkeley, students engaged in protests against Adidas for threatening to reduce production at an Indonesian factory where workers attempted to form a union, and at the University of Wisconsin–Madison they put pressure on the university administration to drop its agreement with Adidas after a factory in El Salvador subcontracted to produce Adidas university apparel

refused to pay about \$825,000 in back pay and severance to workers after the factory closed (Kroll 2007). In the latter case, the university has begun to solicit donations from alumni to repay the workers and requested that Adidas let the university monitor its factories, but it has not responded to the company's violation of the code of conduct. Factory workers and their student allies have thus succeeded in drawing huge amounts of attention to the exploitative practices of apparel companies and a degree of accountability that would have been unimaginable when full-program contracts and brand-name athleisure wear first emerged. But maintaining these contracts and the licensing agreements that allow Adidas and Nike to use university logos remains the top priority of university administrators in spite of persistent public outcry, a certain testament to the priorities of the corporate university.

Conclusion

In the corporate university, students are (captive) consumers delivered by universities to corporations like Nike and Adidas, but potential and existing students, student-athletes, and coaches are also consumers delivered by corporations to universities. In this way, all-school contracts exemplify the increasingly porous boundaries between the function and workings of public universities and the functions and workings of the private sector. In some cases, all-school contracts bring considerable revenue to university athletics departments; in other cases, the fiscal benefits are less pronounced. But in either case, universities are engaging in activities that do nothing to enhance their educational function and much to contribute to the increasingly commercial and branded environment in which education is pursued. Most problematically, networks of actors located both within and outside the university who create and manage full-program contracts seek to deny the multiple meanings of visual symbols in order to protect their exchange value and in so doing exercise strategies at odds with academic freedom and the free flow of ideas.

Crucially, however, this management process is never complete, because full-program contracts help intensify the meaning and "value" invested in brands and thus enable further struggle among those who seek to reduce global inequalities and the increasing privatization of human existence. As Rosemary Coombe argues, "To the extent that specific legal infrastructures create particular forms of signifying power, they also enable, provoke, or invite particular forms of resistance or alternative appropriations" (1999, 262). The Nike swoosh has been successfully appropriated by antisweatshop activists and incorporated into campaigns aimed at drawing attention to the conditions of workers who produce Nike products. In one example, an image of a smiley face accompanied by the caption "happy worker" sits alongside a frowning face in which the Nike swoosh is substituted for the mouth and accompanied by the caption "Nike worker." Thus, as manufacturing has moved offshore and corporations have devoted their energies to image rather than product, distinct logos have become the most valuable assets they own as well as the most valuable assets available to

activists who seek to undo the exploitative and culture-cannibalizing practices of the corporations and their university partners.

NOTES

1. Vaccaro was fired by Nike in 1991 and later went on to do similar work for both Adidas and Reebok.
2. The University of Louisville's contract ran from 1998 until 2003, when it was renewed for another five years. The University of Wisconsin–Madison's agreement ran until 2006, when it was renewed for another five years. The University of Kentucky's contract ran until 2002, when it was renewed for another five years. The first University of Michigan contract lasted seven years and was renewed for another seven, until 2008, when the school switched to Adidas. Texas A&M University's first contract ran until 2002, when it was renewed for another five years; in 2007, the school also switched to Adidas.

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