

UNIVERSITY OF WASHINGTON –DIGITAL ACCESSIBILITY RIDER

THIS DIGITAL ACCESSIBILITY RIDER BETWEEN CONTRACTOR AND THE UNIVERSITY OF WASHINGTON (“UNIVERSITY”) (collectively the “PARTIES”) IS HEREBY INCORPORATED INTO THE AGREEMENT BETWEEN THE PARTIES, AND APPLIES TO THE CONTRACTOR’S WORKS, AS DEFINED HEREIN AND CONSISTENT WITH THE CONTRACTOR’S OBLIGATIONS UNDER THE AGREEMENT.

DEFINITIONS:

1. **Agreement** means and encompasses the entire written contract and all attachments thereto, including, but not limited to, the University’s General Terms and Conditions, additional terms and conditions, and any riders incorporated into the contract, as entered into by and between the Parties .
2. **Contractor** means the supplier of goods and/or services under the Agreement.
3. **Contractor’s Works** includes, but is not limited to, any web content, mobile application, or digital user interface provided as part of Contractor’s provision of goods and services under the Agreement.
4. **Minimum Digital Accessibility Standard** shall refer to WCAG 2.1 Level AA, or subsequent standards as required by applicable law.
5. **WCAG** shall mean the Web Content Accessibility Guidelines published and maintained by the Web Accessibility Initiative (WAI) of the World Wide Web Consortium (W3C).

RECITALS - THE PARTIES ACKNOWLEDGE, AGREE, AND REPRESENT THAT:

1. University is a public entity, and in accordance with, *inter alia*, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 (“ADA”), the Amendments Act of 2008, and amendments and updates thereto, is obligated to make its services, programs, and activities accessible to individuals with disabilities.
2. Contractor agrees and understands that University expects the Contractor’s Works to provide substantially similar functionality, experience, ease of use, and information access to individuals with disabilities as it provides to individuals without disabilities, in conformance with the laws and regulations cited above, and Contractor represents that the Contractor’s Works meet or will meet University’s intents and expectations by the date of contract execution, and in no event later than April 24, 2026.
3. University is relying on Contractor to implement the terms of the Agreement, and on Contractor’s representations of its compliance with the applicable accessibility standards of Contractor’s Works.

THE PARTIES AGREE AS FOLLOWS:

1. CONTRACTOR OBLIGATIONS:

Contractor shall exercise all due care, skill, and judgment commensurate with good professional practices, to ensure Contractor’s Works provide people with disabilities the same or substantially similar usability and accessibility available to people without disabilities. Contractor represents and warrants that all of Contractor’s Works provided to the University under the Agreement shall meet or exceed the Minimum Digital Accessibility Standard.

Contractor understands that failure to meet the Minimum Digital Accessibility Standard shall constitute a material breach under the Agreement.

2. ACCESSIBILITY COMPLIANCE AND MONITORING:

Documentation of Current Accessibility: With regard to Contractor’s Works existing at time of execution of

the Agreement, Contractor shall provide University with accessibility testing results and/or other written documentation as assurance and verification of the state of accessibility required under this Accessibility Rider. The Parties agree that a current Accessibility Conformance Report (ACR) based on the most current version of the ITI Voluntary Product Accessibility Template (VPAT) (*available at [itic.org/policy/accessibility/vpat](https://itac.org/policy/accessibility/vpat)*) satisfy this requirement. An ACR created by an independent third-party accessibility consultancy is preferred.

Ongoing Compliance: If Contractor's Works are updated or modified during the life of the contract, Contractor attests that their works shall remain in compliance with the Minimum Digital Accessibility Standard. Any issues identified must be promptly addressed and resolved as specified under the Corrective Action and Other Remedies section.

Testing Records Retention: Contractor shall maintain detailed records of all accessibility audits and testing performed related to Contractor's Works. Contractor shall make these records available to University upon request.

Right of Independent Assessment: University may, at its sole discretion, conduct an independent assessment of the accessibility of Contractor's Works and if UW determines that the Contractor's Works do not meet the Minimum Digital Accessibility Standard, University may exercise its rights as stated in Section 3 of this document "Corrective Actions and Other Remedies".

3. CORRECTIVE ACTIONS AND OTHER REMEDIES:

Material Breach: Due to University's legal obligations to make its services, programs, and activities accessible to individuals with disabilities, and as University is hereby relying on Contractor to provide Contractor's Works that comply with said legal obligations, the Parties acknowledge and agree that if at any time during the performance of the Agreement, University determines any portion of Contractor's Works are nonconformant with the Minimum Digital Accessibility Standard, such nonconformance shall constitute a material breach of the Agreement. In any instance of material breach, the University may, at its sole discretion, terminate the Agreement.

Discretionary Opportunity to Cure: If at any time during the performance of the Agreement, University determines that any portions of Contractor's Works are deemed nonconformant with the Minimum Digital Accessibility Standard, University may elect to provide Contractor notice and opportunity to cure such nonconformance. Under such circumstances, Contractor shall, at a minimum, do the following, as situationally appropriate and agreed to by the Parties:

- a. Respond with written acknowledgement of notice within three (3) business days;
- b. Develop a plan to bring Contractor's Works into compliance with the Minimum Digital Accessibility Standard, including a clearly defined timeline, and provide plan details to the University for review and approval within ten (10) business days; and
- c. Undertake any necessary corrective action within the approved timeline as defined in Contractor's plan.

Regardless of any opportunity for Contractor to cure, UW retains its right to terminate the Agreement at any time in its entirety or in part for material breach.

4. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the University harmless from and against all claims, complaints, actions, costs, fines, and other liabilities arising from or

connected to the accessibility of the Contractor's Works that are the subject of the Agreement and this Digital Accessibility Rider.