

## UNIVERSITY OF WASHINGTON - IT Accessibility Rider

THIS INFORMATION TECHNOLOGY (IT) ACCESSIBILITY RIDER BETWEEN CONTRACTOR AND THE UNIVERSITY OF WASHINGTON (UNIVERSITY) IS HEREBY INCORPORATED INTO THE AGREEMENT BETWEEN THEM, AND APPLIES TO THE CONTRACTOR'S WORKS, AS DEFINED IN THE AGREEMENT, INSOFAR AS THE WORKS PROVIDE A USER INTERFACE THAT IS INTENDED TO BE ACCESSED VIA A DESKTOP COMPUTER OR MOBILE DEVICE.

### RECITALS: PARTIES ACKNOWLEDGE, AGREE, AND REPRESENT THAT

1. As a public entity, and in accordance with, *inter alia*, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and the Amendments Act of 2008, University is obligated to provide access to its programs, activities and services to individuals with disabilities; and is obligated to ensure its IT is accessible in accordance with Washington State Policy #188.
2. It is the shared goal of the Parties for the Works to provide substantially similar functionality, experience, ease of use, and information access to individuals with disabilities as it provides to individuals without disabilities.
3. University is relying on Contractor to implement the terms of this Agreement, and on Contractor's representation as to the accessibility of Contractor's services and products.

### THE PARTIES AGREE AS FOLLOWS:

#### 1. Standard of Care:

- a. Contractor represents and warrants that, in general, with regards to all of Contractor's products, services, and works, Contractor shall exercise all due care, skill, and judgment, commensurate with good professional practices, to ensure that people with disabilities have access to the same services and content made available through the use of IT that are available to people without disabilities. Parties agree that the UW IT Accessibility Guidelines (*available at* <https://www.washington.edu/accessibility/guidelines>), which requires compliance with the W3C Web Content Accessibility Guidelines (WCAG) 2.1 at Level AA, shall satisfy the required standard of care.
- b. Specifically, with regard to Contractor's Works under the Agreement, if any portion of Contractor's Works are not in conformance with the UW IT Accessibility Guidelines, then as a continuing and ongoing duty, Contractor shall undertake in good faith to promptly update such services or products to be in conformance therewith. If the Agreement specifies timelines for a specific scope of accessibility deliverables, or if the Agreement specifies service level requirements for response or resolution timelines, then for purposes of this covenant, meeting such timelines shall be deemed prompt. This covenant and associated remedies shall apply in addition to, and not instead of the rights and remedies arising from such timelines.

#### 2. Documentation of Accessibility:

- a. Upon written request, Contractor will provide University with accessibility testing results and/or other written documentation as assurance and verification of the state of accessibility required under this rider. Parties agree that a current Voluntary Product Accessibility Template (VPAT) version 2.3 or higher (*available at* <https://www.itic.org/policy/accessibility/vpat>) shall satisfy this requirement.
- b. University may opt to conduct an independent assessment of the accessibility of Contractor's works but will not be responsible for doing so.

**3. Resolution of Accessibility Matters:**

- a. Parties shall provide a Point of Contact specifically to confer on accessibility matters arising under this Rider.
- b. Contractor shall promptly respond to complaints about accessibility made by the University, or any third party who may have standing to bring an accessibility claim related to the Works. Contractor shall give priority to resolving of such complaint.
- c. Contractor agrees to defend, indemnify and hold UW harmless from and against all claims, costs, fines, and other liabilities arising from or connected to the accessibility or usability matters that are the subject of this Rider.