

# UNIVERSITY OF MARYLAND IT ACCESSIBILITY ADDENDUM

Name and address of Contractor, Licensor, Offeror (herein, "Seller"): \_\_\_\_\_

UMD Contract/RFP/PO ("Contract"): \_\_\_\_\_

Product/Service ("Deliverables"): \_\_\_\_\_

Effective Date: \_\_\_\_\_

THIS INFORMATION TECHNOLOGY (IT) ACCESSIBILITY ADDENDUM BETWEEN SELLER AND THE UNIVERSITY OF MARYLAND (UNIVERSITY) IS HEREBY INCORPORATED INTO THE CONTRACT AND APPLIES TO THE SELLER'S DELIVERABLES AS DEFINED HEREIN.

## I. Background.

- A. The University of Maryland ("University") is committed to creating and maintaining a welcoming and inclusive educational and working environment for people of all abilities, and to ensuring equal access to information and services for all its constituencies. The University's Web Accessibility Policy sets minimum standards for the accessibility of all university Web pages used to conduct core university business and academic activities to ensure compliance with applicable state and federal regulations, specifically, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990. Web-based information and services delivery are the primary means by which the campus community and its visitors communicate and conduct business.
- B. It is the shared goal of the Parties for all web-based deliverables provided pursuant to the Contract (including, but not limited to, off the shelf software, custom developed software, and related goods or services used to create, maintain or update the University's Web pages, Web content, Web-based applications, online instructional content, services and resources) (herein, "Deliverables") to comply with University policy and applicable law, and to provide substantially similar functionality, experience, ease of use, and information access to individuals with disabilities as they provide to individuals without disabilities.

## II. Representations.

- A. Except as specifically provided herein, Seller represents and warrants that all Deliverables shall conform and continue to conform during the Term of this

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Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 (WCAG 2.0) level A and AA and any other accessibility standards required by law (herein, collectively, the Accessibility Standards).

- B. Seller agrees to provide evidence of compliance with Accessibility Standards before this Agreement becomes effective and any other time upon request of the University.
- C. In the event any Deliverables do not fully conform to the Accessibility Standards at any time, as a continuing and ongoing duty, Seller must notify University of such nonconformance and immediately provide detailed information regarding its plan to achieve conformance, including but not limited to a roadmap and timeline for compliance and a proposal to provide equal access, at no cost to the University, until such time as the Deliverables are fully compliant.

### III. Accessibility Assessment.

- A. Upon written request, Seller will provide University with accessibility testing results, demo of accessibility features and/or other written documentation as assurance and verification of compliance with the Accessibility Standards. 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 the Deliverables but will not be responsible for doing so.

### IV. Resolution of Accessibility Matters.

- A. Seller designates the following as its point of contact for accessibility matters arising under this Addendum: \_\_\_\_\_
- B. Seller 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 Deliverables. Seller shall give priority to resolving any such complaint.
- C. Upon receipt of a complaint, or notice of failure to comply with the Accessibility Standards, Seller shall promptly meet with University representatives and mutually agree upon an appropriate timeline by which Seller will resolve, at no cost to the University, any identified accessibility issue(s).
- D. Seller agrees to defend, indemnify and hold harmless the University from and against all claims, costs, fines, and other liabilities arising from or connected to any Deliverable's nonconformance with the Accessibility Standards or Seller's failure to comply with the requirements of this Addendum.

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V. General.

- A. Failure to comply with any terms of this Addendum shall constitute a material breach of this Agreement and shall be grounds for termination by the University.
- B. This Addendum is attached to and incorporated as part of the Contract. The terms of this Addendum shall take priority over and replace any related terms contained in the Contract or any Seller terms of use, click through/user licenses, or privacy policies.

**ACCEPTED AND AGREED TO BY:**

SELLER

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By (signature)

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Name of authorized official

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Title of authorized official

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Date