**YALE UNIVERSITY**

**Accessibility Addendum to Technology Agreements**

This Accessibility Addendum (“*Addendum*”) is made effective as of the last date set forth on the signature block below (*“Addendum Effective Date”*) and is entered into between Yale University (“*University*”) and \_\_\_\_\_\_\_\_\_\_\_ (“*Vendor*”). University and Vendor may be referred to herein collectively as the “*Parties*” and individually as a “*Party*.” Reference is made to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Agreement, dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, between the Parties (the “*Agreement*”). This Addendum is added to and incorporated as part of the Agreement. To the extent that any term, condition, or provision of this Addendum conflicts or is inconsistent with any term, condition, or provision of the Agreement, unless specifically provided otherwise herein, the term, condition, or provision of this Addendum shall control. The parties, intending to be legally bound and for adequate consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

1. **Definitions**. For purposes of this Addendum, the following terms shall have the following meanings:
2. “*Platform/System*” means any technology, computer system, website, web application, web interface, cloud network, software, technology and/or content and/or content- and/or technology-based services provided, modified and/or delivered by Vendor to University under the Agreement that is intended to be accessed and used by applicable users.
3. “*Standards*” means the most recent version of or successor version to Web Content Accessibility Guidelines (WCAG) 2.1 (minimum Level AA), as published by the Web Accessibility Initiative of the World Wide Web Consortium (the “Standards”).
4. “*Deliverables*” means the Platform/System and its component parts delivered under the Agreement.
5. *“Assistive technology”* products, equipment, and systems that enhance learning, working, and daily living for persons with disabilities.
6. “*VPAT”*® is an abbreviation for Voluntary Product Accessibility Template, an industry-standard report template from the Information Technology Industry Council used to generate an Accessibility Conformance Report, which is a vendor-generated statement documenting the conformance of the Platform/system with each criteria of the Standards.
7. **Representation and Warranties.** Vendor represents, warrants, covenants and agrees that: (a) the Deliverables,either conform as documented in the VPAT attached hereto as Exhibit AA-1, or within the timeframes mutually agreed to by the parties in a writing attached hereto as Exhibit AA-2 (the “Roadmap”), will conform, to the Standards and (b) Vendor will accurately and completely document compliance, or specific plans to comply with the Standards through the process set forth in Section 3, below.
8. **Testing and Acceptance.** Prior to Vendor’s delivery of or incorporation of the Deliverables, or on a timetable mutually agreed to by the Parties, which shall be set forth on the Roadmap, Vendor shall:
   1. Standards Testing. Conduct internal and field testing of the Deliverables (collectively, “Testing”) against the Standards, and ensure that Deliverables conform to, the Standards; Testing to include automated scans and expert manual review via a complete WCAG 2.1 Levels A and AA checklist;
   2. Assistive Technologies Testing. Without limiting the foregoing, conduct Testing to ensure the interoperability of the Platform/Services with the applicable assistive technologies covered within the Standards, including but not limited to screen reader and speech recognition software;
   3. Notification and Resolution of Open Issues.
      1. Notify University of any Standards compliance or assistive technology interoperability issue (“Open Issue”) that Vendor reasonably and in good faith believes cannot be resolved prior to the delivery or incorporation of the Deliverable, including an explanation of the Open Issue and projected date for resolving it; and
      2. With respect to those portions of the Deliverables subject to Open Issues: (i) proceed with delivery or incorporation only if approved by University in writing and (ii) if so approved, use all reasonable efforts to resolve each Open Issue to University’s satisfaction within a period of time mutually agreed by Vendor and University in writing.
      3. Notwithstanding the foregoing, if at any time Vendor breaches or allegedly breaches any representation set forth in Section 2 above and/or delivers a Deliverable with an Open Issue that University determines cannot be resolved to University’s satisfaction, in addition to any other rights or remedies of Yale hereunder, Yale shall have the right to terminate the Agreement. Any termination by University of the Agreement made pursuant to this provision shall be deemed a “for cause” termination. “Cause” shall include, but not be limited to: material breach of contract, which remains uncured for a period of fifteen (15) business days following Contractor’s receipt of notice of such breach. In the event of such termination, University shall be entitled to recover an amount equal to all fees paid for the affected Deliverable, plus all fees paid to Vendor for Services related to the Deliverable and for any other products furnished by Vendor to University that were provided in conjunction with the Deliverable and that cannot be utilized effectively or completely by University without using the Deliverable.
9. **Accessibility Statement and Feedback Features.** Unless otherwise directed by the University, Vendor shall include within the Platform/System, in a manner that is accessible to all intended users thereof, and approved in advance in writing by the University:
   1. a statement or link to a statement communicating the University’s commitment to accessibility, such as the Accessibility at Yale page found on the Usability & Web Accessibility website at https://usability.yale.edu/web-accessibility/accessibility-yale;
   2. if not available via the statement page referenced in Section 4a, a method to contact knowledgeable personnel for all users thereof having trouble accessing content and/or to address feedback, questions, concerns, comments, issues or complaints regarding accessibility (“Feedback”). Vendor will promptly bring to University’s attention any issues that come to its attention regarding the accessibility of the Platform/System and/or the conformance of the Deliverables to the Standards.
10. **Continued Compliance with Standards**. To the extent Vendor’s warranty, maintenance or similar obligations under the Agreement include the provision of updates, upgrades, error correction or user or other technical support regarding the Platform/System, Vendor shall:
    1. Promptly notify University of all accessibility complaints that implicate Platform/System and respond to and resolve all such complaints that describe nonconformance to this Addendum (“Defects”);
    2. Ensure that each Defect is remedied with the same level of priority as any equivalent loss of function for individuals without disabilities;
    3. Ensure that all upgrades, versions and releases that Vendor is obligated to provide to University under the Agreement also conform to this Addendum; and
    4. Conduct annual accessibility Testing to ensure the Platform/System continues to conform to this Addendum; In addition, upon University’s reasonable request, or as indicated on the Roadmap, provide University with accurate and complete written reports (in the form of a VPAT) of all final Testing results.
    5. **For software deliverables created as part of a professional services agreement, vendor warrants that deliverables will conform to agreed VPAT for 90 days after implementation and signoff. If deliverables are found to not conform with the VPAT within this timeframe, vendor will cure any non-conformance at no cost to Yale.**

1. **Content**. To the extent the Platform/System permits University or intended users to post content or to the extent the Platform/System enables the dissemination of content for access, review, and/or use by users, Vendor shall ensure that such Platform enables access, review, dissemination and/or use of content in a format that conforms to the Standards and does not interfere with the ability of content providers to post such content in a format that conforms to the Standards.
2. **Indemnification**. Notwithstanding anything to the contrary in the Agreement, including but not limited to the limitation of liability provisions thereof, Vendor shall indemnify, defend, and hold harmless University and its affiliates, employees, faculty members, students, members of its governing boards and agents from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorneys’ fees) arising out of or relating to Vendor’s breach or alleged breach of any provision of this Addendum or any failure of Vendor’s contractors to conform with the applicable terms hereof (collectively, “Claims”). University shall promptly notify Vendor of any such Claims. The representations, warranties and indemnification provisions of this Addendum shall survive any termination of the Agreement.
3. **Governing Law.** This Addendum shall be construed and enforced in accordance with the laws of the State of Connecticut, without regard to conflicts of law principles of the State of Connecticut or any other jurisdiction. Any dispute between the parties arising out of or relating to this Addendum shall be adjudicated exclusively in a state or federal court located in New Haven County, Connecticut, or the City of New Haven, Connecticut.
4. **Notices.** Either party may give notice to the other party either by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested. Vendor must receive written confirmation from Yale that Yale received the notice. Notice must be addressed as follows:

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| If to Vendor: | [VENDOR]  [Address]  Email: |
| If to Yale: | Yale University  Information Technology Services  25 Science Park  150 Munson Street  New Haven, Connecticut  06511  Email: Christine.mongillo@yale.edu |

In Witness Whereof, the parties have caused this Addendum to be executed by their duly authorized representatives.

Yale University: Vendor

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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