

**CONTRACT RIDER:
HARVARD DIGITAL
ACCESSIBILITY REQUIREMENTS**

1. As stated in the Purchase Order (in this Rider, the “Agreement”), between the Parties, this Rider is added to and incorporated as part of the Agreement. In the event of any conflict between the terms of this Rider and the Agreement, the terms of this Rider shall govern.
2. **STANDARDS.** For purposes of this Rider, “Standards” means the most recent version of, or successor standards to, the Web Content Accessibility Guidelines 2.1 Level AA, as published by the Web Accessibility Initiative of the World Wide Web Consortium.
3. **DELIVERABLES.** For Purposes of this Rider, “Deliverables” means any services, equipment, hardware, software, systems, platforms, technologies, documentation, and content, including all components, features, functionalities, upgrades, versions, and releases thereof, to be provided by Vendor under the Agreement.
4. **CONFORMANCE WITH STANDARDS.** Vendor hereby represents and warrants that the Deliverables, whether or not web-based, will conform to the Standards. To the extent a Deliverable permits Harvard or third parties to post content for access by others, Vendor will ensure that the Deliverable enables and does not interfere with the ability of content providers to post such content in a format that conforms to the Standards.
5. **TESTING/ AUDITS.** Prior to delivery to Harvard, Vendor shall conduct internal and field testing of the Deliverables, including testing of the Deliverables with applicable assistive technologies covered within the Standards (“Testing”), to ensure the Deliverables’ conformance to the Standards. Vendor shall provide accurate and complete written reports of all Testing results to Harvard upon request. In addition, Vendor shall be responsible to conduct annual accessibility evaluations (“Audits”) of all user systems developed, hosted, or otherwise managed by Vendor as part of the Deliverables, including any third-party technology or content contained therein, to ensure conformance of such systems to the Standards.
6. **NOTIFICATION OF NONCONFORMANCE.** Vendor shall notify Harvard if, at any time during performance of the Agreement, whether or not as a result of Testing, Audit, or user complaint, Vendor determines reasonably and in good faith that any element of the Deliverables may not fully conform to the Standards (“Non-Conformance”).
7. **USER FEEDBACK.** Upon Harvard’s request, Vendor shall notify Harvard of accessibility complaints from users of the Deliverables. Upon Harvard’s request, Vendor shall incorporate into the Deliverables a method by which users may contact knowledgeable persons to report difficulties accessing or using the Deliverables and to direct comments,

questions, and complaints regarding accessibility. Vendor shall resolve all accessibility complaints that describe Non-Conformance with the same level of priority as remedying any equivalent loss of function for individuals without disabilities.

8. **REMEDY.** In the event Vendor reports Non-Conformance as provided in Section 6, fails to resolve Non-Conformance as provided in Section 7, or otherwise fails to comply with the terms of this Rider, Harvard shall work with Vendor reasonably and in good faith to develop an agreed action plan and timeline for curing such breach (“Cure Plan”). Harvard shall not pursue any remedies available at law or in equity under the Agreement, including termination of the Agreement, unless or until the Parties are unable to reach agreement on a Cure Plan or Harvard determines in its discretion that Vendor has not followed or cannot complete the Cure Plan.
9. **CONFLICT.** In the event of any conflict between the terms of this Rider and the Agreement, the terms of this Rider shall govern.