

## Accessible Information and Communication Technology Addendum

This Accessible Information and Communication Technology (“ICT”) Addendum (“Addendum”) is an add-on to, and incorporated as part of:

☐ the Montgomery College (“College”) Purchasing Terms and Conditions at <https://info.montgomerycollege.edu/documents/offices/procurement/docs/purchase-order-terms-and-conditions.pdf>, applicable in those situations where the Selected Firm/Vendor (“Vendor”) provides goods or services under a Purchase Order (“Agreement”) pursuant to which the Vendor creates, obtains, transmits, receives, uses, maintains, processes, stores, or disposes of College Data (defined within).

☐ An agreement of even date herewith between Montgomery College (“College”) and \_\_\_\_\_ (“Vendor”) (hereinafter, “Agreement”) pursuant to which Vendor provides ICT services and or solutions.

This Addendum sets forth the terms and conditions pursuant to which ICT services or product will be provided by Vendor to College during the term of the Parties’ Agreement.

Montgomery College is committed to providing an accessible, usable, and integrated experience for all people as stated in College Policy and Procedure 66004CP.

Now therefore, in consideration of the College agreeing to enter into the Agreement with Vendor, it is hereby agreed that:

1. Accessible ICT. Vendor represents and warrants that: (i) web-based ICT products provided under the Agreement conform to the Americans with Disabilities Act, and WCAG 2.1 AA; and (ii) non-web-based ICT meets or exceeds the applicable accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), Section 255 of the Communication Act (where applicable), and respective implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194 (collectively, “accessibility requirements”).
2. Notice and Remediation. Vendor agrees to provide evidence of compliance with accessibility requirements, as may be amended from time to time, both before this Agreement becomes effective, and any other time upon reasonable request of the College. In the event ICT provided under this Agreement does not fully conform to the standards set forth above, Vendor will promptly advise College in writing of the nonconformance and provide detailed information regarding the plans to achieve conformance, including but not limited to an intended timeline. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Failure to comply with these accessibility standards shall constitute a breach of this Agreement.
3. Accessibility Evaluation and Testing (VPAT). The Vendor shall conduct a comprehensive accessibility evaluation of digital products and services provided to College prior to delivery. The evaluation shall be conducted using appropriate automated tools and manual testing, as well as by engaging people with disabilities for usability testing where feasible.

The evaluation should assess compliance with WCAG 2.1 guidelines and identify any accessibility gaps. This testing should be encapsulated in a VPAT.

4. Incomplete Accessibility: In the event that the digital product or service is not fully accessible according to WCAG 2.1, the Vendor must provide the following:
  - a. Accessibility Roadmap. A plan detailing how accessibility gaps will be addressed, with milestones, timelines, and required resources.
  - b. Accessibility Statement. A document outlining known accessibility issues, steps for resolution, and how users can request alternative formats or accommodations.
  - c. Alternative Formats. Provide accessible formats (e.g., text, audio descriptions, captions) for content that is not fully compliant.
  - d. Support for Users. Offer ongoing assistance, including a dedicated contact for accessibility concerns.
  - e. Testing and Certification. Supply third-party accessibility certification if requested by the College.
5. Workarounds: In cases where full accessibility cannot be achieved or is not being pursued, the Vendor must provide a detailed explanation acceptable to the College, for why accessibility is not feasible. This explanation must include one or more of the following reasons:
  - a. Justification if costs are prohibitively high, and such other information as the College may reasonably request.
  - b. Technical Limitations: Explanation of why technological constraints prevent full accessibility compliance.
  - c. Functional Requirements: Justification for how certain accessibility modifications would fundamentally alter the product's functionality or core operations.
6. Hold Harmless. Vendor agrees to indemnify and hold the College harmless in accordance with the Agreement from any claims arising out of its failure to comply with the foregoing accessibility standards.
7. Non-Compliance Consequences: Failure to meet the accessibility requirements of this contract may result in the following consequences:
  - a. Corrective Action: The Vendor will be required to correct the accessibility issues within an agreed-upon timeframe at no additional cost to the College.
  - b. Termination Clause: The College may terminate the contract if the Vendor is unable or unwilling to comply with accessibility requirements after reasonable efforts and timelines have been exhausted.

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

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

Title/Position: \_\_\_\_\_

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