In accordance with Service Agreement and PO ####, the following memo shall be signed and returned, and made part of this Agreement.

Service Provider warrants that it complies with California and federal disabilities laws and regulations. Service Provider hereby warrants that the products or services being proposed comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194, section 11135 of the California Government Code, and any related standards and practices established by the CSU and Cal Poly Pomona. Cal Poly Pomona has implemented the following standards for accessibility: World Wide Web Consortium Web Accessibility Guidelines (WCAG) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 techniques for web content. Products or services proposed must be certified as compliant prior to award. Service Provider agrees to conduct testing and to provide documentation as required by Cal Poly Pomona to certify compliance. For additional information, visit the Federal Website regarding Section 508 at: <http://www.section508.gov/>

Any acquisition considered information communication technology (ICT) as defined by Section 508 (36 CFR Part 1194) requires the submission of a completed Voluntary Accessibility Product Template in order for the CSU to ascertain conformance with the applicable ICT standards developed by the U.S. Access Board. ICT applies to all electronic information, systems and applications provided and produced by the Service Provider which also includes instructional and communication materials, as well as services.  Electronic information includes but is not limited to MS Office files (.doc, .xls, .ppt), PDF, videos, HTML, multimedia files, audio files, telephony services, as well as social media content.  For more information, please refer to the CSU Accessible Technology Initiative Website at: <http://teachingcommons.cdl.edu/access/procurement_process/resources.shtml>

For any proposed product or service that does not conform to accessibility standards and for which an exception does not apply, an equally effective alternative access plan (EEAAP) will be will be development and mutually agreed upon by Service Provider and Cal Poly Pomona.

No service or product will be put into production (go-live) unless accessibility is agreed upon and accepted by Cal Poly Pomona.  Cal Poly Pomona reserves the right to perform acceptance testing of the Service Provider's product and services with features represented as compliant with California and federal accessibility requirements by Service Provider in statements or the VPAT provided to the University. If testing discloses the products or services are not compliant, this could result in a delay of acceptance of deliverable and implementation into production (go-live).  Additionally, Service Provider will resolve the identified breach related to VPAT representation at Service Provider’s expense based on a mutually agreed upon timeline before CSU will approve invoices for payment. If accessibility limitations are accepted by Cal Poly Pomona, a plan for equally effective alternative access plan (EEAAP) that is mutually agreed upon will be required.   If products or services are found not in compliance with the VPAT or Service Provider’s representation during actual use of product or services by CSU, Service Provider will promptly resolve the identified breach at Service Provider's expense based on a mutually agreed upon timeline. For any patches/upgrades/fixes Cal Poly Pomona will be notified prior to implementation for an accessibility review and testing at the university’s discretion under the same provisions of this contract.

The CSU reserves the right to perform real-world testing of a Service Provider’s product or service in order to validate Service Provider claims regarding Section 508, WCAG 2.0AA, and WAI-ARIA conformance. In order to facilitate this testing, the Service Provider shall, upon request, provide to the CSU a copy of the product being considered for purchase or access to a test site of the system being developed prior to installation for a period of at least 21 calendar days. The version of the product/system that is provided for testing purposes must be equivalent in functionality and features to the commercial version that is under consideration for purchase. The CSU in its sole discretion will determine the level of compliance with Section 508 on all products being reviewed.  Accessibility standards and testing shall be added as a requirement to the development cycle of the delivered product/system and not as a separate subsystem/application.   Cal Poly Pomona will be provided regular opportunities to perform accessibility testing throughout the development cycle at key deliverable stages.  Cal Poly Pomona will be provided a copy of final drafts/test sites (go-lives) for final testing 21 calendar days prior to implementation (go-live).  Final drafts/test sites must be the equivalent in functionality and features to the commercial version that is under consideration for purchase.

Service Provider further agrees to indemnify and hold harmless the CSU from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach and be grounds for termination of this Contract.

Service Provider must provide the name of a person and their contact information to address questions and issues regarding the accessibility of the product and services.