# Accessibility in software as a service (SaaS) contract wording

This contract wording has been created in collaboration with RNIB (Royal National Institute of Blind People) and several London Universities to ensure consistent world leading accessibility standards are embedded within all products or services as part of all procurement process to benefit everyone involved in its delivery. This is part of an ongoing relationship to make the UK Higher Education sector more inclusive and accessible to all.

We hope that the template will be of use to others, but as with any contract, these clauses may be negotiated by both parties, and we suggest that you still seek your own legal advice before use.

## Disclaimer

This publication is issued as guidance only. It is not intended to provide legal or professional advice. All collaborators on this content accept no liability for any errors, omissions or any consequences, losses or damages arising from any use of, or reliance placed on, this publication. You need to ensure that any contractual terms are appropriate for your organisation. You should seek advice from a suitably qualified professional.

## Template wording

**It is Agreed** as follows:

### 1. Definitions and interpretation

In this Agreement (including the Introduction) unless the context otherwise requires, the following definitions apply:

|  |  |
| --- | --- |
| **Term** | **Definitions** |
| **Accessibility Regulations** | means (where applicable); the Equality Act 2010, the Public Sector Equality Duty, The Disability Discrimination Act 1995 (NI only), the European Web Accessibility Directive 2016/2102, the Public Sector Bodies (Websites and Mobile Applications) (No 2) Accessibility Regulations 2018 (S.I. 2018/952), and the European Accessibility Act 2019 (international); |
| **Accessibility Roadmap** | means a document that clearly evidences the measures that the Supplier will take to comply with Clause **[2]**; |
| **Accessibility Statement** | means a detailed, comprehensive and clear statement produced by Supplier on the compliance of the SaaS Services (including its websites and mobile applications, where applicable) with all relevant laws, guidance and codes of practice relating to accessibility; |
| **Assistive Technologies** | means the assistive technologies referred to in “Guidance Assistive Technology: definition and safe use”, which is available at <https://www.gov.uk/government/publications/assistive-technology-definition-and-safe-use>; |
| **WCAG** | means the current Web Content Accessibility Guidelines Level AA published by the World Wide Web Consortium, as amended from time to time;1. documentation completed before 2024 must comply with WCAG 2.1 which is available at: <https://www.w3.org/TR/WCAG21/>;
2. documentation completed from 2024 onwards must comply with WCAG 2.2 which is available at: <https://www.w3.org/TR/WCAG22/>
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| **ATAG** | means the current Authoring Tool Accessibility Guidelines (ATAG) published by the World Wide Web Consortium, as amended from time to time. |
| **“Accessible”** | means making the SaaS services usable to all including those with disabilities or who use assistive technologies, compliance with WCAG, ATAG and applicable Accessibility Regulations. |
| **Generated document formats** | means Documents of any format generated as part of a Service that are either written by a human operator or automatically generated based on a template. This includes Word, PowerPoint, Excel, PDF, ePub, open file formats and any other “document” formats not listed here. |
| **Software as a Service (SaaS)** | a method of software delivery and licensing in which software is accessed online via a subscription, rather than bought and installed on individual computers. |

### 2. Accessibility

**2.1** **[The Supplier]** shall:

1. ensure the SaaS Services strictly conform with the requirements of the WCAG, the ATAG and applicable Accessibility Regulations;
2. Where not compliant produce an Accessibility Roadmap for **[The Customer’s]** approval within **[15]** Business Days of the Commencement Date;
3. subject to **[The Customer’s]** approval, promptly implement and comply with the Accessibility Roadmap;
4. comply with applicable Accessibility Regulations;
5. ensure that the entirety of the SaaS Services are accessible, including ensuring that the SaaS Services encompasses all components of the digital or other system for use by **[The Customer]**, including the following:
	1. external facing screens;
	2. internal facing screens;
	3. administration facing screens;
	4. password verification systems;
	5. authentication processes; and
	6. all communications, including emails, generated document formats, confirmation user action, receipt of acknowledgment, requests, additional correspondence, requests for further information, and use of third-party plugins.

**2.2** **[The Supplier]** acknowledges and agrees that **[The Customer’s]** approval of the Accessibility Roadmap shall not act as an endorsement of the Accessibility Roadmap and shall not relieve **[The Supplier]** of its responsibility for ensuring that the SaaS Services are provided to the standard required by this Clause.

**2.3** Upon request by **[The Customer]**, **[The Supplier]** shall provide **[The Customer]** with information for **[The Customer]** to:

1. assess whether **[The Supplier]** has complied with this Clause;
2. produce an Accessibility Statement;
3. conduct an assessment to determine whether compliance with this Clause would impose a disproportionate burden on **[The Customer]** in accordance with applicable Accessibility Regulations; and/or
4. demonstrate **[The Customer’s]** compliance with the Accessibility Regulations to the Minister for the Cabinet Office.

**2.4** **[The Supplier]** shall incur all costs and expenses in complying with the Accessibility Regulations, including any modification of all digital or other systems and/or all components of digital or other systems which form part of the SaaS Services, to ensure such compliance.

**2.5** Subject to **[The Customer]** notifying **[The Supplier]** that it has breached any of its obligations in this Clause (Notice of Default), **[The Supplier]** shall (without prejudice to **[The Customer’s]** other rights and **[The Supplier’s]** other obligations under this Agreement) use commercially reasonable endeavours to remedy that breach.

**NOTE: The below sections are suggestions for dealing with breaches.**

**The below example text covers if your organisation uses Service Credits as a way of enforcing adherence to contract terms, or if you would seek legal damages. Please replace with your relevant terms for remunerations and enforcement where applicable to your own organisation.**

**2.6** If **[The Supplier]** does not remedy the notified breach(es) within **[10]** Business Days of its receipt of any Notice of Default, then (at **[The Customer’s]** election):

1. **[The Supplier]** shall award to **[The Customer]** Service Credits in accordance with Clause **[Add clause on service credits]** for every day that **[The Supplier]** is in breach of this Clause. The award of such Service Credits shall commence on the date of **[The Supplier’s]** receipt of the Notice of Default; and/or
2. **[The Customer]** may terminate this Agreement with immediate effect by giving written notice of such termination to **[The Supplier]**.

**2.7** Within **[5]** Business Days of Supplier’s receipt of a request by **[The Customer]** pursuant to Clause **2.6** (a), **[The Supplier]** shall promptly issue a credit note to **[The Customer]** for any Service Credits that **[The Customer]** is entitled to. **[The Supplier]** shall pay such Service Credits as a debt to **[The Customer]** within **[30]** Business Days of the issue of the credit note.

**2.8** In the event of non-compliance of accessibility standards **[The Supplier]** shall be liable to defend and pay any claims against **[The Customer]**.