# Suggested Draft Accessibility Clause

* 1. The Supplier must ensure that from the end of the Mobilisation Period, all Websites and Mobile Applications which form part of the Services, are Accessible to the [Customer], [Customer Staff], [Services Users] and [third party suppliers providing Services for the Customer].
  2. The Supplier must produce a plan (“Accessibility Plan”) for Customer approval, within [insert number]/[Working] Days of the Effective Date. At minimum, the plan must clearly set out:

1. the steps the Supplier proposes to take to comply with Clause 1.1;
2. the Supplier’s proposed timescales for the conduct and completion of implementation of the Accessibility Plan;
3. the Supplier’s proposed timescales for any Modification required to comply with Clause 1.1; and,
4. information the Supplier will provide on request by the Customer to show that it is complying with the plan.
   1. The Supplier shall obtain the Customer’s written approval of the Accessibility Plan before implementing it, providing as many revisions to the Accessibility Plan, as are required to obtain Customer approval. [The Customer’s approval shall not be unreasonably withheld or delayed.]
   2. The Supplier acknowledges and accepts that the Customer's approval of the Accessibility Plan shall not act as an endorsement of the Accessibility Plan and shall not relieve the Supplier of its responsibility for ensuring that the Services are provided to the standard required by this Clause.

* 1. The Supplier must provide on request, such information as the Customer may [reasonably] require to:

1. assess whether the Supplier has complied with this Clause;
2. provide an Accessibility Statement;
3. and/or conduct an assessment to determine whether compliance with this clause would impose a disproportionate burden on the Customer, in accordance with the Accessibility Regulations.
   1. The Supplier must provide on request such information as the Minister for the Cabinet Office may need to monitor the Customer’s compliance with the Accessibility Regulations.

* 1. The Supplier shall perform its obligations under this Clause with a view to ensuring (without limitation) the following:

1. that the Supplier complies with an Accessibility Plan approved by the Customer;
2. that the Supplier complies with Directive 2016/2102 of the European Parliament and of the Council on the accessibility of the websites and mobile applications of public sector bodies;
3. that the Supplier complies with the Accessibility Regulations;
4. that the Supplier complies with the relevant parts of the ‘Technology Code of Practice’ which is available at the following: <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice#using-the-technology-code-of-practice>;
5. that the Supplier complies with Level AA of the Web Content Accessibility Guidelines (WCAG) 2.1 which is available at: <https://www.w3.org/TR/WCAG21/>;
6. that the Supplier works with the most common Assistive Technologies;
7. that the Supplier ensures that the entirety of any digital or other system which forms part of the Services, is Accessible, including without limitation, ensuring that it encompasses all components of the digital or other system for use by the [Customer], [Customer Staff], [Service Users], and [third party suppliers providing Services for the Customer], including without limitation the following:
8. external facing screens;
9. internal facing screens;
10. administration facing screens;
11. password verification systems
12. authentication processes
13. all communications including without limitation emails, confirmation user action, receipt of acknowledgment, requests. additional correspondence, requests for further information; and
14. use of third-party plugins.
    1. 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 Services, to ensure such compliance.
    2. The Supplier shall at all times, during and after the Term of the Contract, on written demand by the Customer, indemnify the Customer and keep the Customer indemnified, against all liabilities incurred by the Customer, arising from the Suppliers failure to comply with this clause.

## Definitions

“**Accessible**” means to make a Website or Mobile application [inclusive, usable,] perceivable, operable, understandable and robust”

**“Accessibility Plan”** shall have the meaning given inClause 1.7(a);

**“the Accessibility** **Regulations”** means the Public Sector Bodies (Websites and Mobile Applications) (No 2) Accessibility Regulations 2018 (S.I. 2018/952);

**“Accessibility Statement”** means a detailed, comprehensive and clear statement produced by the Customer on the compliance of its websites or mobile applications with all relevant laws, guidance and codes of practice relating to accessibility;

**“Assistive Technologies”** means the assistivetechnologies referred to in‘GuidanceAssistive Technology: definition and safe use’ which is available at: <https://www.gov.uk/government/publications/assistive-technology-definition-and-safe-use/assistive-technology-definition-and-safe-use>;

**“the Customer”** the Secretary of State for the Home Department acting through the [insert directorate details];

**“Customer Staff”** meansemployees, agents, consultants and suppliers of the Customer;

**“Effective Date”** the date the Contract is signed by the parties;

**“Go Live Approval”** means the date the Customer approves the actual delivery of theServices to the **[Customer], [Customer Staff],** **[Services Users]** and [third party suppliers providing **Services** for the Customer];

**“Mobile Application(s)”** means application software designed and developed by or on behalf of the Customer for use by the general public on mobile devices such as smartphones, tablets, [but does not include the software that controls those devices (mobile operating systems) or hardware];

**“Mobilisation Period”** means the period from the Effective Date to [Go Live Approval];.

**“Modification”** means the adaptation, change, amendment, upgrade, and/or development of digital or other systems and/or all components of digital or other systems which form part of the Services, including without limitation any software;

**“Services”** means the services to be provided by the Supplier as specified in Schedule [X];

**“Service Users”** means any [natural or otherperson] who is entitled to use or otherwise benefit from the Services;

**“the Supplier”** means [insert supplier details]; and

**“Website(s)”** means a site (comprising one or more pages) on the World Wide Web written in hypertext mark-up language or other World Wide Web compatible language.