

OSU Vendor Preapproval Form

Contact Information

Company Name:

Vendor Contact	Name	Email	Phone
Sales			
Accessibility			
Security			
Legal			

OSU Terms and Conditions and Accessibility Addendum

Will your company be willing to accept the [Compliance with Ohio Law / Third Party Terms?](#)

Yes No*

Will your company be willing to accept the [Accessibility Addendum?](#)

Yes No*

Comments

*If no, please document the reason(s) for inability to agree, so the OSU Legal team can reach out to discuss options with your legal contact.

Terms and Conditions Required by State of Ohio and Federal Law

COMPLIANCE WITH OHIO LAW / THIRD PARTY TERMS

Company acknowledges that University is an instrumentality of the State of Ohio and as such is subject to Ohio law, including but not limited to Ohio Revised Code Section 9.27. ORC 9.27 requires that no State contract for goods or services may contain provisions requiring indemnification, choice of law and jurisdiction other than Ohio, binding arbitration, auto-renewals, or other provisions contrary to Ohio law, and if it does, such provisions are without effect. Company further acknowledges that neither this Agreement nor any subsequent Addendum or embedded terms may contain any provisions that are contrary to Ohio law, and any such provisions are not applicable to the University. To the extent that Company requires the use of third-party products or services, it agrees and acknowledges that University cannot

accept any third-party terms that are contrary to Ohio Law. Company further agrees that to the extent it determines to use such third-party products and services, Company must accept such terms solely on its own behalf, and not flow down such terms to the University.

ACCESSIBILITY ADDENDUM

- a. SELLER acknowledges and warrants that software conforms and shall continue to conform during the term of the Agreement to the W3C Web Content Accessibility Guidelines, version 2.1. (“WCAG 2.1”) at conformance Level AA and the [Minimum Digital Accessibility Standards of Purchaser \[https://accessibility.osu.edu/digital-accessibility-policy/minimum-digital-accessibility-standards/\]](https://accessibility.osu.edu/digital-accessibility-policy/minimum-digital-accessibility-standards/), as may be modified from time to time. SELLER will make efforts to ensure that the Application is compatible with assistive technologies and features and will include accessibility features in any Application support documentation and instructions for using the Application with assistive technologies. SELLER must provide to PURCHASER a credible, current Voluntary Product Accessibility Template (VPAT) or an equivalent conformance report documenting SELLER’S conformance with the Standards herein.
- b. If during the term of the Agreement, SELLER fails to maintain compliance with WCAG 2.1 AA, or PURCHASER, in its sole discretion, otherwise identifies an issue related to accessibility of the Application (the “Accessibility Issue”) that renders the Application inaccessible, then PURCHASER shall notify SELLER of non-conformance. Within thirty (30) days of PURCHASER’S receipt of a non-compliance notice (“Notice”), SELLER and PURCHASER shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) (“Initial Meeting”).
- c. In the event SELLER fails to: (i) acknowledge receipt of the notice within thirty (30) days of receipt of the Notice; or (ii) establish a mutually agreed upon timeline for resolution within thirty (30) days following the Initial Meeting; or (iii) materially resolve the Accessibility Issue(s) within the agreed-upon timeline and provide written proof thereof, then SELLER will provide a credit against PURCHASER’S next invoice equal to 1/365 of the annual fees for the impacted software per day of delay, for up to a maximum of thirty (30) days, after which PURCHASER may terminate the Agreement and SELLER shall refund to PURCHASER a pro-rata share of any pre-paid fees. For clarity, credits will not exceed 30/365 of such annual fees per notice