

BOARD MEETING DATE: 2/17/2026

ITEM NO: XII-b

RECOMMEND THAT the Board approves the contract with WebAim.

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# UTAH STATE UNIVERSITY

## WebAIM Services Agreement

THIS AGREEMENT is made effective 02/17/2025 (the “Effective Date”) by and between North Florida College, (hereafter referred to as “Customer”), having a place of business at 325 NW Turner Davis Dr. Madison, FL 32340, and Utah State University (hereinafter “USU”), a public body of the state of Utah, having a place of business at 1415 Old Main Hill, Room 64, Logan, Utah 84322-1415. USU and Customer each may be referred to herein as a “Party” or collectively as the “Parties.”

The Services contemplated by this Agreement further the instructional, technical assistance, and/or research objectives of USU in a manner consistent with its status as a non-profit, tax exempt institution of higher education. Because the Services under this agreement are of mutual interest and may produce benefits for both USU and the Customer through inventions, improvements, and/or discoveries, both parties agree as follows:

## Section 1. Definitions

- 1.1    “Background Intellectual Property” shall include, without limitation, any inventions, improvements and discoveries including, all computer software, works, material, evaluation methodology, reporting structure, training material, slides, handouts, and data, whether or not protectable by patent, trade secret, or copyright, created by Staff Members prior to the Effective Date.
- 1.2    “Data” means the final accessibility analysis or accessibility report of a URL, web page, or domain evaluated by Staff Members or the Software. Data excludes Background Intellectual Property.
- 1.3    “Confidential Information” includes but is not limited to Data, proprietary technical, marketing, operating, performance, cost, know-how, business and process Confidential Information, software and hardware techniques, including oral presentations, which is disclosed pursuant to this Agreement.
- 1.4    “Services” refer to the work to be accomplished by USU as identified in the Statement of Work in Appendix A (e.g., Statement of Work, Pricing, and Publicity), which is part of and fully incorporated into this Agreement. As part of Services, Customer may submit web pages to be analyzed for accessibility by WAVE.
- 1.5    “Software” means the USU Software, WAVE, which provides accessibility analysis of web pages using the WAVE processing engine.
- 1.6    “Staff Member” shall mean employees, subcontractors, consultants, student assistants and students of USU, who shall perform the Services.

## Section 2. Term

USU shall perform the Services from the date this agreement is executed until June 30, 2027 unless modified according to the terms of this Agreement.

### **Section 3. Payment or Compensation**

3.1 Payment. Customer agrees to pay USU according to the Pricing outlined in Appendix A.

3.2 Invoices. USU will render its invoice(s) to the address shown below on the schedule defined in Pricing (See Appendix A). Payment is due 30 days from the invoice date. Any invoice not paid within 45 days of the due date, will be considered delinquent and subject to a one and one-half percent (1.5%) per month fee for each month or fraction thereof, until payment is received.

Payments are to be made to:

Utah State University  
6807 Old Main Hill  
Logan, UT 84322-6807

3.3 **Failure to Pay.** USU reserves the right to discontinue the Services if Customer fails to pay any USU invoice within the time specified. USU shall not be obligated to incur costs in excess of the Pricing outlined in Appendix A and will not incur costs in excess of the Pricing outlined in Appendix A, without Customer's prior written permission.

**Section 4. Government Records Access and Management Act (GRAMA)**

Customer acknowledges that USU is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code Ann., Section 63G-2-101 et seq., as amended ("GRAMA"); that certain records within USU's possession or control, including without limitation, the Agreement (but not including (i) proprietary software or (ii) materials to which access is limited by the laws of copyright or patent), may be subject to public disclosure; and that USU's confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any Confidential Information provided to USU that Customer believes should be protected from disclosure must be accompanied by a written claim of confidentiality with a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, USU may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to USU's employees, attorneys, accountants, consultants, and other representatives on a need-to-know basis; provided, that such representatives shall be subject to confidentiality obligations no less restrictive than those set forth in the Agreement.

**Section 5. Publicity**

Each party agrees not to authorize or commission the publication of any promotional materials containing any reference to the other party without the prior written approval of the other party; provided that USU may include Customer's name and a brief description of Services in published board of trustees reports; and provided that Customer may list "WebAIM" in announcements or publications in general reference to the work to be completed under this agreement as outlined in Appendix A. No endorsement, certification, or sponsorship by WebAIM or USU shall be made or implied without prior written approval of USU. The provisions of this Section shall survive termination of the Agreement.

**Section 6. Publication**

USU reserves the right to publish, or permit to be published by Staff Members, any inventions, improvements, and/or discoveries created as a result of the Services undertaken by USU. USU agrees not to publish Customer's Confidential Information, including Data, as described in Section 7.

**Section 7. Confidential Information**

7.1 **Confidential Information.** USU has certain information relating to Software, software computer programs, object code, source code, Background Intellectual Property, marketing plans, educational instruction, business plans, customer lists, financial information, product specifications, business practices, or other data ("USU Information"). Customer has certain information relating to Data, financial, statistical, personal, technical or other data and information relating to the Customer's operations ("Customer's Information"). USU has a proprietary interest in USU Information and Customer has a proprietary interest in Customer Information. In the performance of this Agreement, USU and Customer may have access to each other's Confidential Information. The party receiving Confidential Information is the "Recipient," and the party disclosing the Confidential Information is the "Disclosing Party."

7.2 **Confidentiality.** During the Term of this Agreement and after its termination, for whatever reason, the Parties and their respective employees shall maintain the confidentiality of all Confidential Information and

not sell, license, publish, display, distribute, disclose or otherwise make available any Confidential Information to a third party nor use such information except as expressly authorized by this Agreement.

7.3 **Retention of Rights.** Unless otherwise specified in writing, all Confidential Information as well as all documents and materials containing any Confidential Information and appropriately marked as Confidential shall remain the property of the Disclosing Party and shall be returned to the Disclosing Party upon request.

7.4 **Exceptions.** Neither party shall have any obligations with respect to Confidential Information which is (i) publicly known or available to the public otherwise than as a consequence of breach of obligations under this Agreement, provided that Confidential Information will not be deemed to be within the public domain merely because individual parts of such Confidential Information are found separately within the public domain, but only if all the material features comprising such Confidential Information are found in combination in the public domain; (ii) is known to Recipient at the time of disclosure of such Confidential Information provided that Recipient promptly notifies the Disclosing Party in writing of this prior knowledge within thirty (30) days of receipt; (iii) is hereafter furnished to Recipient by a third party, as a matter of right and without restriction on disclosure, provided that Recipient promptly notifies the Disclosing Party in writing of this third-party disclosure after receipt thereof; (iv) is made public by the Disclosing Party; (v) is disclosed with the written approval of the Disclosing Party; (vi) is independently developed by an employee of the Recipient without access to the Confidential Information; (vii) is the subject of a legally binding court order compelling disclosure, provided that Recipient must give the Disclosing Party notice of any request for disclosure pursuant to any legal proceeding and Recipient must cooperate with the Disclosing Party in obtaining appropriate protective orders to preserve the confidentiality of the Confidential Information.

## **Section 8. Ownership Rights**

8.1 **Ownership in Background Intellectual Property.** USU owns all the proprietary rights, copyright, trade secret, trademark and other proprietary rights, in and to the Background Intellectual Property.

8.2 **Ownership in Data.** Customer owns all the proprietary rights, copyright, trade secret, trademark and other proprietary rights, in and to the Data.

8.3 **Ownership in Software.** USU owns all the proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and any bug fixes, enhancements, error corrections, updates, upgrades or other modifications, including custom modifications, to the Software, whether made or conceived by USU, Customer or any third party.

## **Section 9. Indemnity**

Customer agrees to and does hereby indemnify, hold harmless, and save from liability Utah State University, Staff, and the Board of Regents of the University System of Utah, including their officers, and employees from and against any and all third-party claims demands and actions arising out of or relating to Customer's use of material or Services identified under the project work scope (Appendix A).

## **Section 10. Disclaimer**

USU shall bear no liability for any claim, action, damage or injury on account of Customer's use of any of the results of the Services performed by USU hereunder.

## **Section 11. Termination**

11.1 **Customer Termination.** USU or Customer may terminate this Agreement for any reason upon thirty (30) days written notice to the other Party.

11.2 **Accrued Costs.** Customer shall pay USU any costs which have accrued or been encumbered up to the actual date of termination under this Section and in accordance with the Pricing outlined in Appendix A, and Customer shall not be relieved of the obligation to pay such costs because of termination under this Section.

## **Section 12. Order of Precedence**

Order of Precedence. In the event of any conflict, inconsistency or discrepancy amount, the Agreement and any other documents listed below shall be resolved by giving precedence in the following order:

- (a) This Agreement including the Exhibits hereto.
- (b) Purchase Order issued by Customer. In the event a purchase order is issued under this Agreement and such purchase order contains standardized terms and conditions, the terms and conditions of this Agreement shall supersede and replace all such purchase order standardized terms and conditions.

## **Section 13. Miscellaneous**

13.1 No Partnership. USU and Customer shall remain independent and nothing in this Agreement shall be construed to create a partnership, agency or joint venture between the parties. Each party shall be responsible for wages, hours and conditions of employment of its personnel during the term of and under this Agreement.

13.2 Governing Law; Waiver of Jury Trial. This Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.  
**EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT.**

13.3 E-Verify: Pursuant to Sections 448.09 and 448.095, Florida Statutes, all public agencies of the state of Florida must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. By entering into this Agreement, USU agrees to register and use the E-Verify system. Pursuant to Section 448.095, Florida Statutes, if USU or its subcontractors are found to have employed foreign persons, this contract may be unilaterally terminated by Customer.

13.4 Waiver. No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach of that provision or any other provision.

13.5 Entire Agreement. This Agreement sets forth the entire agreement and understanding between USU and Customer as to the subject matter thereof and merges all prior discussions between them; and neither party shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than is expressly provided in this Agreement. This Agreement may not be modified or altered except in writing by authorized officers of both parties. No provision appearing in any standard form document originated by Customer, including but not limited to any purchase order or confirmation order, shall be applicable, even if signed by both parties, unless the parties also execute a separate instrument expressly modifying this Agreement.

IN WITNESS, the parties have caused this Agreement to be executed by their duly authorized officers the day and year set forth below.

### **UTAH STATE UNIVERSITY**

By: \_\_\_\_\_

Name: Cindy Gill \_\_\_\_\_

Title: Grant & Contract Officer \_\_\_\_\_

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

By: \_\_\_\_\_

Name: Jared Smith \_\_\_\_\_

Title: Director, WebAIM \_\_\_\_\_

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

**Read and Acknowledged by:**

**CUSTOMER**

Title: \_\_\_\_\_

By: \_\_\_\_\_

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

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

## **Appendix A – WebAIM Statement of Work and Pricing**

### **Deliverables**

#### ***Strategic Analysis and Consultation***

WebAIM will work with Customer and provide up to 20 hours of consultation to provide the following:

WebAIM will work with as many as **six** departments designated by Customer and lead them through a strategic self-assessment process. These departments will work together to provide a single, institution-wide self-assessment using WebAIM's Accessibility Program Benchmarking Tool. Note that the meetings detailed below will be online via Zoom and may be transcribed. Customer will coordinate all activities required to fully engage the self-assessment instrument provided by WebAIM, as further detailed in "Customer Responsibilities".

WebAIM will lead a 1-hour kickoff meeting to identify Customer's primary goals in this process and to provide an overview of the self-assessment process and the Self-assessment Tool.

WebAIM will facilitate up to 10 hours of meetings to assist with the self-assessment. Meetings may be approximately 30, 60, 90, or 120 minutes, as needed. WebAIM will also provide asynchronous support via email from Customer's designated contact.

WebAIM will review the self-assessment and analyze the collected information to understand the current state of Customer's accessibility efforts. WebAIM will meet with Customer to synthesize and clarify the information for up to 2 hours, as needed.

Based on information provided by Customer through the above, WebAIM will create a report that will include recommendations regarding the overall accessibility strategy. This may include resource or training provision, policy or governance guidance, communication strategies, adjustments to technology procurement processes, etc. WebAIM will provide Customer a draft of the report within 30 days of meeting with Customer to synthesize the self-assessment.

WebAIM will meet with Customer to discuss Customer's feedback on the draft for up to 1 hour. WebAIM will provide a final recommendation report within 14 business days. WebAIM will present select findings and recommendations in a 1-hour meeting to wrap up the engagement.

Deliverables and meeting allotments may change upon request.

#### ***Hourly Consultation and Technical Assistance***

WebAIM will also be available to provide additional web accessibility consultation and technical assistance. This consultation may include:

- answering web accessibility related questions
- providing technical details on web accessibility implementation
- consultation on organizational web accessibility strategy
- small-scale evaluation, reporting, and guidance on web pages, designs, applications, or functions

WebAIM will make all attempts to be responsive to technical assistance requests (generally within 2-3 business days), but technical assistance may be limited to no more than 5 hours per week, at WebAIM's discretion. All technical assistance will be provided remotely. WebAIM will provide time estimates upon request for any technical assistance effort requested.

## **Customer Responsibilities**

Customer will provide a single point of contact for WebAIM. Customer will coordinate its internal work on the self-assessment and communicate any accessibility requests to WebAIM. Customer will coordinate the review of the draft recommendation report and schedule a meeting to review, as mentioned above, within 30 days of receiving the draft. Customer will provide feedback in writing in the draft. Customer will request any changes to deliverables and meeting allotments in writing. If Customer determines that human-generated captions should be provided for the meetings, Customer will secure captions through a competent real-time captioning provider or will pay WebAIM's direct costs to secure a provider. Captioning requests to WebAIM must be made at least 2 weeks prior to the event.

Customer will request any adjustments to the above in writing.

## **Pricing**

Hourly consultation will be provided at a rate of \$240/hour, billed to the nearest ½ hour.

Within 30 days of the conclusion of this agreement, after 30 days of inactivity, or after every 30 days of engagement, WebAIM will provide an invoice for any outstanding balance. All payments must be made payable to Utah State University as outlined in this agreement.

## **About WebAIM**

WebAIM is a leading provider of web accessibility services and training. As a non-profit entity at Utah State University, we have been working in the web accessibility field since 1999. We have provided training for tens of thousands of web professionals from government agencies, universities, businesses, and organizations around the world. WebAIM also provides web accessibility consulting, technical assistance, evaluation, and reporting services.

Federal TIN#: 87-6000528 (Utah State University)