

## **Take-away from the Settlement Agreement between the United States of America and edX Inc. Under the Americans with Disabilities Act April 2015.**

This settlement provides a clear picture of the USDOJ's position regarding the scope and depth of ADA application to technology applications under WIOA, especially since the Act's coverage of activities of state and local government under Title II is substantially clearer, stronger and more all-encompassing than Title III. The corrective actions set out in the agreement are a good road map to best practices for achieving and maintaining access in our technology applications.

What is edX? A Massive Open Online Course (MOOC) provider and online learning platform, jointly developed by MIT and Harvard University. It hosts online university-level courses in a wide range of disciplines to a worldwide audience, some at no charge. It also conducts research into learning based on how people use its platform. It is a not for profit and runs on an open source software platform. EdX was created for students and institutions that seek to transform themselves through cutting-edge technologies, innovative pedagogy, and rigorous courses. More than 60 schools, nonprofits, corporations, and international organizations offer or plan to offer courses on the edX website. As of 22 October 2014, edX has more than 3 million users taking over 300 courses online.

DOJ's Findings: edX is a public accommodation subject to Title III of the ADA.

[www.edx.org](http://www.edx.org) and the Platform were not fully accessible to some individuals with disabilities in violation of the ADA. While agreeing to the settlement, edX disputes the finding that its mobile applications and the Platform are covered by ADA.

Corrective Actions:

Website Accessibility Conformance for edX

18. Website, Mobile Application, and LMS Deadline: Within eighteen (18) months after the Effective Date of this Agreement, edX shall:

- a. Ensure that [www.edx.org](http://www.edx.org), its mobile applications, and the LMS conform with, at minimum, the Web Content Accessibility Guidelines ("WCAG") 2.0 AA, published by the Web Accessibility Initiative of the World Wide Web Consortium ("W3C"). In achieving such conformance and usability by people with disabilities, edX may rely upon the User Agent Accessibility Guidelines ("UAAG") 1.0, the Authoring Tool Accessibility Guidelines ("ATAG") 2.0, and the Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies ("WCAG2ICT"), published by the W3C, as well as guidance published by the W3C's Mobile Accessibility Task Force.
- b. Ensure that any changes or additions to [www.edx.org](http://www.edx.org), its mobile applications, or the LMS do not cause any of them to fall out of conformance with, at minimum, WCAG 2.0 AA;
- c. Ensure that the CMS enables the creation and presentation of content that conforms with WCAG 2.0 AA; and
- d. Ensure that [www.edx.org](http://www.edx.org), its mobile applications, and the Platform do not block or interfere with any accessibility features in Course Content provided by Content Providers, including any content published in accessible formats such as:

- i. WCAG 2.0 AA;
- ii. MathML for digital mathematical and scientific notation;
- iii. WCAG2ICT for non-web software and content;
- iv. The Web Accessibility Initiative Accessible Rich Internet Applications Suite ("WAI-ARIA");
- v. The Digital Accessibility Information System ("DAISY") Standard, published by the DAISY Consortium, for digital publications and documents; or
- vi. EPUB3, published by the International Digital Publication Forum, for digital publications and documents; and

e. Retain all the steps listed in Paragraph 13 above, which edX has adopted, to increase the accessibility of [www.edx.org](http://www.edx.org) and courses available on its Platform; 18.a, or within eighteen (18) months after the Website, Mobile Application CMS Deadline: Within eighteen (18) months after completing the requirements of Paragraph 1.a, or within eighteen (18) months after the Website, Mobile Application, and LMS Deadline, whichever is sooner, edX shall ensure that the CMS conforms with, at minimum, WCAG 2.0 AA.

20. Within thirty (30) days of the Effective Date and for the Term of this Agreement, edX shall include in all new or renewed master agreements between Content Providers and edX:

- a. A provision notifying Content Providers that, under the terms of an agreement with the United States:
  - i. EdX has agreed to incorporate accessibility in [www.edx.org](http://www.edx.org), its mobile applications, and its Platform to meet a wide variety of requirements of Participants with disabilities to enable Content Providers to develop accessible course content;
  - ii. EdX has agreed to notify Content Providers that use of authoring tools other than those provided by edX may result in inaccessible course content; and
- b. A provision requiring Content Providers, prior to the launch date for each new MOOC, to certify to edX that such MOOC satisfies the requirements set forth in the MOOC Development Checklist.

21. EdX's obligations under this Agreement do not include the conformance with WCAG 2.0 AA of websites that are not owned or controlled by edX but are linked from [www.edx.org](http://www.edx.org), its mobile applications, or the Platform, unless the website provides identification verification, payment, registration, or login capabilities for [www.edx.org](http://www.edx.org), its mobile applications, or the Platform.

## Website Accessibility Policy

22. Within forty-five (45) days after the Effective Date of this Agreement, edX shall: a. Adopt and implement a Website Accessibility Policy, consistent with Exhibit A, and distribute a copy to each Content Provider with instructions for redistribution among individuals involved in producing Course Content (i.e., Course Creators).

EdX shall provide a copy of the Website Accessibility Policy in advance to the Department for approval, which shall not be unreasonably withheld;

b. Distribute the Website Accessibility Policy to all edX Website Content Personnel and technical support personnel for [www.edx.org](http://www.edx.org), its mobile applications, and the Platform including such personnel who are hired during the term of this Agreement;

c. Provide a direct link to the Website Accessibility Policy from the footer of the [www.edx.org](http://www.edx.org) homepage (e.g., near the Terms of Service and Privacy Policy) and, on the applicable Website Accessibility Policy webpage, solicit feedback from visitors to [www.edx.org](http://www.edx.org) on how to improve the accessibility of the website and online courses. The Website Accessibility Policy webpage shall provide an accessible form to submit feedback and an email address to contact representatives knowledgeable about the Website Accessibility Policy. EdX will forward a copy of the feedback received regarding accessibility of Course Content to the Content Provider for the course; and

d. Provide to the Department in its reporting pursuant to Paragraph 33 the number of comments and general nature of the feedback it received under Paragraph 22.c.

## Website Accessibility Coordinator

23. Within thirty (30) days after the Effective Date of this Agreement, edX shall designate an employee, who shall report directly to an edX Vice President, as the Website Accessibility Coordinator for [www.edx.org](http://www.edx.org), its mobile applications, and the Platform. EdX shall provide the name and contact information for that person to the Department should the name and/or contact information for this person change.

24. The Website Accessibility Coordinator shall be:

a. Generally knowledgeable about the requirements of Title III of the ADA, WCAG 2.0 AA, MathML, ATAG 2.0, UAAG 1.0, WCAG2ICT, WAI-ARIA, DAISY, EPUB3, and website accessibility generally;

b. Responsible for coordinating edX's compliance with the requirements of this Agreement;

c. A contact person for Content Providers on accessibility issues relating to [www.edx.org](http://www.edx.org), its mobile applications, the Platform, and the Accessibility Best Practices Guidance; and

d. Responsible for ensuring that the Accessibility Best Practices Guidance discussed in Paragraph 27 includes guidance on the accessibility requirements of Title III of the ADA and WCAG 2.0 AA, and reference to MathML, ATAG 2.0, UAAG 1.0, WAI-ARIA, WCAG2ICT, DAISY, and EPUB3.

#### Website Accessibility Consultant

25. Within ninety (90) days after the Effective Date of this Agreement, edX shall retain one or more independent consultants ("Website Accessibility Consultant"), approved in advance by the United States, who is generally knowledgeable about accessible website development, Title III of the ADA, WCAG 2.0 AA, MathML, ATAG 2.0, UAAG 1.0, WAI-ARIA, WCAG2ICT, DAISY, and EPUB3. The Website Accessibility Consultant shall be available to assist edX in meeting the requirements of this Agreement and shall be responsible for the annual Website Accessibility Evaluation (Paragraphs 30-31)

#### Bug Fix Policies

26. By the Website, Mobile Application, and LMS Deadline referenced in Paragraph 18 or the date by which edX has completed the requirements of Paragraph 18.a, whichever is sooner, edX shall modify existing bug fix policies, practices, and procedures (e.g., catastrophic, critical, major, minor, etc.) to include the elimination of accessibility Bugs ("Modified Bug Fix Priority Policies"). The Modified Bug Fix Priority Policies shall ensure that any such Bugs are remedied with the same level of priority (e.g., speed, resources used to remediate) as any other equivalent loss of function for individuals without disabilities (e.g., an unlabeled button that prevents a blind individual from registering for a course is remedied with the same level of priority as would a bug that prevents an individual without a disability from registering for a course); provided that any Bugs related to non-conformance of the CMS may be addressed by the CMS Deadline. EdX shall make the Modified Bug Fix Priority Policies available to the Department for review and comment no later than ten (10) business days before implementation.

#### Guidance for Content Providers

27. Within ninety (90) days after the Effective Date of this Agreement, and for the term of this Agreement, edX shall: a. Develop a guide for Content Providers entitled Accessibility Best Practices Guidance for Content Providers ("Accessibility Best Practices Guidance") and distribute a copy to each Content Provider with instructions for redistribution among individuals involved in producing Course Content. The Accessibility Best Practices Guidance shall describe steps and resources on how Course Content may be made to conform with WCAG 2.0 AA for Participants with disabilities using the CMS and inform Content Providers that the following resources may assist them in producing accessible Course Content: UAAG 1.0, ATAG 2.0, WAI-ARIA, WCAG2ICT, EPUB3, DAISY, and MathML. The Accessibility Best Practices Guidance shall also include a provision notifying Content Providers that: (i) under the terms of an agreement with the United States, edX has agreed to incorporate accessibility in [www.edx.org](http://www.edx.org), its mobile applications, and its Platform to meet a wide variety of requirements of Participants with disabilities to enable Content Providers to develop accessible course content; and (ii) use of authoring tools other than those provided by edX may result in inaccessible course content; b. In all instructional courses, audio/visual materials, and Documentation developed by edX for Content Providers, include best practices on how to provide an online course that conforms with WCAG 2.0 AA for Participants with disabilities; and c. Add to any course development checklists included in the Documentation, including the MOOC Development Checklist, a requirement that the Course Creators have reviewed the edX Website Accessibility Policy (see Exhibit A) and the Accessibility Best Practices Guidance.

28. Within thirty (30) days after the Effective Date of this Agreement, edX shall refer to the relevant Content Provider within five (5) business days any complaint it receives alleging that a particular element of an online course, or course related materials, is not accessible.

#### Training

29. Within one hundred eighty (180) days after the Effective Date of this Agreement, and on subsequent anniversaries of the Effective Date, edX shall provide training to edX Website Content Personnel and edX technical support personnel on how to conform [www.edx.org](http://www.edx.org), its mobile applications, and the Platform to, at minimum, WCAG 2.0 AA and the terms of this Agreement.

#### Website Accessibility Evaluation

30. Within one (1) year after the Effective Date of this Agreement (the "Initial Audit Deadline"), the independent Website Accessibility Consultant shall provide the parties a written evaluation ("Website Accessibility Evaluation") concerning the conformance of [www.edx.org](http://www.edx.org), edX's mobile applications and the Platform with, at minimum, WCAG 2.0 AA. The evaluation shall: (a) identify any ways that [www.edx.org](http://www.edx.org), the mobile applications, or the Platform are out of conformance with WCAG 2.0 AA; and (b) make recommendations to improve the accessibility of [www.edx.org](http://www.edx.org), the mobile applications, and the Platform. EdX shall address all of the recommendations contained in the Website Accessibility Evaluation and remedy any areas of non-conformance with WCAG 2.0 AA no later than the Website, Mobile Application, and LMS Deadline; provided that, recommendations to remedy non-conformance of the CMS are to be addressed by the CMS Deadline.

31. On an annual basis after the Initial Audit Deadline (no later than each anniversary of the

Initial Audit Deadline), the independent Website Accessibility Consultant shall provide the parties a Website Accessibility Evaluation concerning conformance of [www.edx.org](http://www.edx.org), edX's mobile applications and the Platform with, at a minimum, WCAG 2.0 AA. The the mobile applications, or the Platform are out of conformance with WCAG 2.0 AA; and (b) make recommendations to improve the accessibility of , the mobile applications, and the Platform. EdX shall address the recommendations contained in the Website Accessibility Evaluation and remedy any areas of non-conformance with WCAG 2.0 AA within ninety (90) days of receiving the Website Accessibility Evaluation and report its actions to the Department in the next report due under Paragraph ; provided that recommendations to remedy non-conformance of the CMS are to be addressed by the CMS Deadline. Following the CMS Deadline, edX shall address any recommendations to remedy nonconformance of the CMS in any Website Accessibility Evaluation within ninety (90) days of receiving the Website Accessibility Evaluation.

32. If during any Website Accessibility Evaluation the Website Accessibility Consultant identifies Course Content that does not conform with WCAG 2.0 AA or cannot be used by individuals with disabilities, the Website Accessibility Consultant shall report such information to edX, which shall deliver such information to the Content Provider, and shall report the generalized nature of such information to the United States pursuant to Paragraph 33.

## REPORTING AND ENFORCEMENT

33. Within nine (9) months, eighteen (18) months, twenty-eight (28) months, and forty (40) months after the Effective Date of this Agreement, the Website Accessibility Coordinator shall submit a report in electronic format to the Department of Justice detailing compliance and/or lack thereof with this Agreement, including the compliance with the requirements identified in Paragraphs 17-32.