Michael Fernandez opened the webinar by describing what accessibility means legally and as defined by the Web Content Accessibility Guidelines (WCAG). Legally, accessibility is defined by Sections 504 and 508 of the Rehabilitation Act. The act states that users with disabilities cannot be excluded from programs and activities that are funded by federal dollars and requires access to electronic and information technology procured by the federal government. WCAG provides guidelines based on four principles of accessibility, namely that it be: perceivable, operable, understandable, and robust. WCAG then ranks success from A (lowest) to AA and AAA (highest). Fernandez noted that revisions to Section 508 will incorporate the WCAG 2.0 AA compliance guidelines. He also described Vendor Product Accessibility Templates (VPATs) and noted their limitations including: omission of information, lack of means to confirm or evaluate compliance, and lack of consistency in detail and completeness. He noted that the quality of VPATs may improve as larger vendors embrace the WCAG 2.0 AA compliance guidelines, but fulfilling current requests for them can be difficult, especially for smaller businesses. An effort is being made by Libraries for Universal Accessibility to create a VPAT repository at http://uniaccessig.org/lua/vpat-repository/

The study conducted by Michael Fernandez on American University’s e-resource collections was based on 528 resources from their ERMS and included database, e-book, and electronic journal platforms. His team sorted this list by vendor, which resulted in numerous resources being part of the same platform. Next, they examined accessibility statements from the publicly available VPAT repository or from links from the resource’s landing page or from its terms of use section. If they could not find anything using these means, they would then try Googling the database or the publisher and the words “accessibility statement”. Many VPATs were linked from the accessibility statement, but others could be found in the public VPAT repository by Googling the vendor’s name and “VPAT” or by contacting the vendor directly. Finally, they chose to review their licenses for accessibility information, which was very time-consuming because most were over ten years old and needed to be scanned. They also discovered very little information on accessibility in their licenses due to their age. If the reader is interested, Mr. Fernandez can provide a spreadsheet template for storing this information.

Out of a total of 652 resources, 340 had an accessibility statement (64%), 292 had a VPAT (55%), and 20 had license language on accessibility (4%). Overall, 71% had at least one measure of accessibility compliance and 52% had two measures.

Fernandez also examined compliance at the vendor level. Out of a total of 117 vendors, sixty had an accessibility statement (31%), fifty-one had a VPAT (27%), and six had license language on accessibility (1.5%). Overall, 40% had at least one measure of accessibility compliance and 19% had two measures.

Comparatively, the portion of vendors complying with accessibility guidelines is approximately half of the resources. This ratio makes sense because a small number of vendors provide a large amount of
resources. Therefore, specialized resources from smaller vendors may be less likely to be compliant because smaller businesses may not be as knowledgeable about accessibility laws and guidelines as larger vendors are. Fernandez also noted that resources not typically designated for academic use tend to be less accessible, e.g. business databases. He also gave the caveats that this study was designed to measure the minimum of what vendors should be doing, that VPATs do not equal compliance, and that accessibility is a moving target, not a static goal.

For those interested in making their resources more accessible, the presenter recommended creating a suggested accessibility clause (in consultation with legal counsel) based off of the LibLicense Model License verbiage under Section 5.1 Licensor Performance Obligations. If a vendor will not agree to this clause, modifying it to include “reasonable efforts” or “where possible” statements instead of guaranteed compliance tends to improve its acceptance. In his experience, modifying the suggested accessibility clause to include good faith efforts to continue developing their product resulted in its adoption by six out of seven vendors. Fernandez also suggests that the license include the right to adapt or modify materials to meet accessibility requirements as well as specifying a time frame to achieve compliance and at what level it will be met. He also endorsed examining resources using NVDA, JAWS, or OS-specific screen reader software, the MAGic magnifier, or the WAVE web accessibility evaluation tool. Finally, Michael Fernandez suggested partnering with the Disability Services office to provide a better understanding of the issues, better communication of user needs, and real-world usability testing.