

**SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
EDX INC.
UNDER THE AMERICANS WITH DISABILITIES ACT
DJ No. 202-36-255**

BACKGROUND

1. The parties to this Settlement Agreement (“Agreement”) are the United States of America (“United States”) and edX Inc. (“edX”).
2. EdX owns and operates www.edx.org, mobile applications, and a Platform, which are available through the Internet to personal computers, laptops, mobile devices, tablets, and other similar devices. Through www.edx.org, its mobile applications, and its Learning Management System (or “LMS”), edX provides Participants the ability to remotely and independently take hundreds of massive open online courses (“MOOCs”). EdX contracts with more than 60 institutions of higher education, and other organizations, which post the MOOCs on www.edx.org. EdX offers MOOCs on topics such as biology, business, chemistry, computer science, engineering, history, law, literature, math, medicine, music, and physics.
3. EdX supplies free software for Content Providers to use in developing Course Content for Participants, referred to in the Agreement as the Content Management System or CMS. Many Content Providers use the CMS to develop Course Content, but they are not required to do so. The software code that comprises the LMS and the CMS, collectively referred to as the Platform, is released under an open source license, and thus is freely available online to use, copy, modify, and further distribute. Content Providers create and retain ownership of Course Content.

4. The United States initiated a compliance review under Title III of the Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. §§ 12181-12189, to determine whether individuals with disabilities have full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations offered by edX through its website, www.edx.org.
5. Following the compliance review, the United States determined that www.edx.org and the Platform were not fully accessible to some individuals with disabilities in violation of Title III of the ADA.
6. EdX disputes the findings set forth above and denies that www.edx.org, its mobile applications, and the Platform are covered by or are in violation of Title III of the ADA.
7. Under this Agreement, edX has agreed to make modifications to www.edx.org, its mobile applications, and its Platform and take certain other actions, which will increase the accessibility of new and existing courses. This Agreement will permit Content Providers, many of which are independently covered by the ADA, the opportunity to contribute Course Content that complies with the ADA on www.edx.org, edX’s mobile applications, and Platform. Because edX has released the software code that comprises its Platform under an open-source license and made it available for free, any modifications made under this Agreement will enable other MOOC providers to enhance the accessibility of online offerings.
8. Terms used throughout this Agreement are defined within the text of this Agreement or in the Definitions section at the end of, and incorporated into, this Agreement.

TITLE III COVERAGE

9. Title III of the ADA, 42 U.S.C. §§ 12181-12189, and the regulation implementing Title III, 28 C.F.R. pt. 36, prohibit discrimination on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of any place of public accommodation by any private entity that owns, leases (or leases to), or operates any place of public accommodation. 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201(a).
10. The United States Department of Justice (“United States” or “Department”) is authorized to conduct reviews of covered entities’ compliance with the ADA, 42 U.S.C. § 12188(b)(1)(A)(i), 28 C.F.R. § 36.502(c). The Department is also authorized to bring a civil action on behalf of the United States in federal court if the Attorney General has reasonable cause to believe that any person or group of persons is engaged in a pattern or practice of discrimination or any person with a disability or group of persons with disabilities has been discriminated against and such discrimination raises an issue of general public importance, 42 U.S.C. § 12188(b)(1)(B).
11. EdX is a private, non-profit entity, which the United States finds is a place of education and a public accommodation whose operations affect commerce. 42 U.S.C. §§ 12181(7), 12182(a); 28 C.F.R. §§ 36.104, 36.201(a).
12. The United States’ compliance review of edX under Title III of the ADA revealed that some online content, including course content offered on www.edx.org, was not accessible to some individuals with disabilities.
13. The United States recognizes that edX has taken significant steps to incorporate accessibility in www.edx.org and the Platform to meet a wide variety of requirements of

Participants with disabilities. For example, Participants can set their own schedule for courses, which allows Participants with disabilities who need extra time to have it; a text-based discussion board to communicate with teaching staff is accessible to Participants who are deaf or hard of hearing; and online videos include rolling transcripts and/or captioning for Participants who are deaf or hard of hearing. In addition, edX has retained an independent website accessibility consultant to further improve the accessibility of www.edx.org and the Platform.

14. EdX expressly denies that it is a public accommodation and that it has violated Title III of the ADA and, by entering into this Agreement, does not admit to any wrongdoing.

AGREED RESOLUTION

15. The parties agree that it is in their best interests, and the United States believes that it is in the public interest, to voluntarily enter into this Agreement. The parties have therefore agreed as follows:

GENERAL NONDISCRIMINATION REQUIREMENTS

16. Consistent with Title III of the ADA and its implementing regulation, and subject to the terms and coverage of this Agreement, edX, with respect to www.edx.org, its mobile applications, and the Platform:
- a. Shall not discriminate on the basis of disability in the full and equal enjoyment of its goods, services, facilities, privileges, advantages, or accommodations.
42 U.S.C. § 12182(a); 28 C.F.R. § 36.201;
 - b. Shall not deny individuals with disabilities the opportunity to participate in and benefit from its goods, services, facilities, privileges, advantages, and accommodations. 42 U.S.C. § 12182(b)(1)(A)(i); 28 C.F.R. § 36.202(a);

- c. Shall not provide individuals with disabilities an unequal opportunity to participate in or benefit from its goods, services, facilities, privileges, advantages, and accommodations. 42 U.S.C. § 12182(b)(1)(A)(ii); 28 C.F.R. § 36.202(b);
- d. Shall not provide individuals with disabilities with a good, service, facility, privilege, advantage, or accommodation that is different or separate from that provided to other individuals, unless such action is necessary to provide the individual or class of individuals with a good, service, facility, privilege, advantage, or accommodation, or other opportunity that is as effective as that provided to others. 42 U.S.C. § 12182(b)(1)(A)(iii); 28 C.F.R. § 36.202(c);
- e. Shall not utilize standards, criteria, or methods of administration that have the effect of discriminating on the basis of disability or that perpetuate the discrimination of others who are subject to common administrative control. 42 U.S.C. § 12182(b)(1)(D); 28 C.F.R. § 36.204;
- f. Shall make reasonable modifications in policies, practices, or procedures, when the modifications are necessary to afford goods, services, facilities, privileges, advantages or accommodations to individuals with disabilities, unless edX can demonstrate that making the modifications would fundamentally alter the nature of the goods, services, facilities, privileges, advantages, or accommodations. 42 U.S.C. § 12182(b)(2)(A)(ii); 28 C.F.R. § 36.302; and
- g. Shall take the necessary steps to ensure that individuals with disabilities are not excluded, denied services, segregated, or otherwise treated differently because of the absence of auxiliary aids and services, unless edX can demonstrate that taking such steps would fundamentally alter the nature of the good, service, facility,

privilege, advantage, or accommodation being offered or would result in an undue burden. 42 U.S.C. § 12182(b)(2)(A)(iii); 28 C.F.R. § 36.303.

ACTIONS TO BE TAKEN BY EDX

17. EdX shall ensure full and equal enjoyment of its goods, services, facilities, privileges, advantages, and accommodations provided through www.edx.org, its mobile applications, and the Platform, as follows:

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, 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, 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, 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 and courses available on its Platform;
19. CMS Deadline: Within eighteen (18) months after completing the requirements of Paragraph 18.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, 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, its mobile applications, or the Platform, unless the website provides identification verification, payment, registration, or login capabilities for 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, 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 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 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, its mobile applications, and the Platform. EdX shall provide the name and contact information for that person to the Department

and shall keep the Department informed in its reporting pursuant to Paragraph 33 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, 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, 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, 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, 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, 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, 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, edX’s mobile applications and the Platform with, at a minimum, WCAG 2.0 AA. The

evaluation shall: (a) identify any ways that 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, 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 33; 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 non-conformance 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

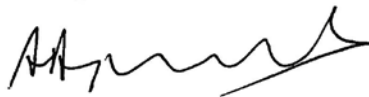
33. Within nine (9) months, eighteen (18) months, twenty-eight (28) months, and forty (40) months after the Effective Date of this Agreement, the Website Accessibility Coordinator shall submit a report in electronic format to the Department of Justice detailing compliance and/or lack thereof with this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

34. If the United States believes that this Agreement or any portion of it has been violated, the Department shall give notice (including reasonable particulars) of such violation to edX. EdX must respond to such notice as soon as practicable but no later than thirty (30) days thereafter. The United States and edX shall negotiate in good faith in an attempt to resolve any dispute relating thereto; if the parties are unable to reach a mutually acceptable resolution, the United States may seek court enforcement of compliance with this Agreement or take other action to enforce Title III of the ADA.
35. This Agreement shall become effective as of the date of the last signature below (“Effective Date”) and shall remain in effect for four (4) years from that date.
36. If the Department promulgates a final ADA Title III regulation setting out a website accessibility technical standard during the term of this Agreement, then the Parties shall meet and confer at the request of either party to discuss whether any modification to the terms of this Agreement regarding the technical standard is necessary to be consistent with the final regulation and shall modify this Agreement accordingly.
37. This Agreement does not purport to remedy any violations or potential violations of the ADA or any other federal or state law, other than those relating to the accessibility of www.edx.org, its mobile applications, and its Platform to individuals with disabilities.
38. This Agreement shall be binding on: edX, its employees, contractors, and agents. In the event that edX seeks to transfer or assign all or part of its interest in any service covered by this Agreement, and the successor or assign intends on carrying on the same or similar use of www.edx.org, then as a condition of sale, edX shall obtain the written accession of the successor or assign to any obligations remaining under this Agreement for the remaining term of this Agreement.

39. In consideration of the terms of this Agreement, the United States agrees to refrain from undertaking further investigation of and from filing a civil suit against edX Inc. concerning any matter within this Agreement, except as provided in Paragraph 34.
40. Failure by the United States to seek enforcement of this Agreement pursuant to its terms with respect to any instance or provision shall not be construed as a waiver to such enforcement with regard to any instances or provisions.
41. EdX shall provide a copy of this Agreement to any person upon request.
42. The signatories represent that they have the authority to bind the respective parties identified below to the terms of this Agreement.

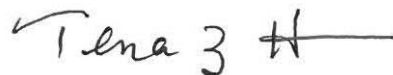
AGREED AND CONSENTED TO:

FOR EDX INC.:



ANANT AGARWAL
Chief Executive Officer

Dated: April 1, 2015



TENA Z. HERLIHY
Vice President and General Counsel

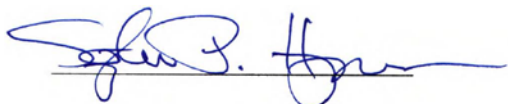
Dated: April 1, 2015

FOR THE UNITED STATES:

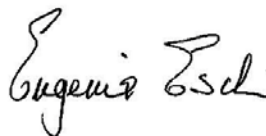
CARMEN M. ORTIZ
United States Attorney
District of Massachusetts

VANITA GUPTA
Acting Assistant Attorney General
EVE L. HILL
Deputy Assistant Attorney General
Civil Rights Division

REBECCA B. BOND, Chief
SHEILA M. FORAN, Special Legal
Counsel
AMANDA MAISELS, Deputy Chief
Disability Rights Section
Civil Rights Division



STEPHEN HEYMANN
SONYA RAO
Assistant United States Attorneys
United States Attorney's Office
District of Massachusetts



EUGENIA ESCH
DOV LUTZKER
WILLIAM F. LYNCH
Trial Attorneys
Disability Rights Section
Civil Rights Division
U.S. Department of Justice

Dated: April 1, 2015

Dated: April 2, 2015

DEFINITIONS

“Bug” means a defect that creates an accessibility barrier for a Participant or Course Creator with a disability resulting from nonconformance of www.edx.org, edX mobile applications, or the Platform with WCAG 2.0 AA.

“Content Management System” or “CMS” means the components of the edX software platform with which Course Creators interact, including, without limitation, the HTML editor, video upload screens, assessment authoring, and studio.edx.org, and excluding, for purposes of clarity, Course Content. EdX calls its CMS “Studio.”

“Content Provider” means any non-edX organization or institution that creates and/or provides content on www.edx.org, the Platform, or edX’s mobile applications.

“Course Content” means any information published to www.edx.org, edX’s mobile applications, or the Platform by a Content Provider, including, but not limited to, courses or specific plug-ins or tools related to any course.

“Course Creator” means all users from a particular Content Provider who are responsible for developing Course Content. For clarity, Course Creators are not edX employees.

“Documentation” means the edX documentation available at docs.edx.org and <http://edx.readthedocs.org>, which Content Providers use to develop courses.

“edX Website Content Personnel” means edX’s employees, contractors, and consultants, who design, develop, maintain, manage, or otherwise have responsibility for the format of www.edx.org and the Platform and the content owned and controlled by edX on www.edx.org and the Platform.

“Learning Management System” or “LMS” means the components of the edX software platform with which the Participants interact, including interactions with the underlying software, other Participants, and course instructors. Such platform components include, without limitation, course navigation, the video player and discussion boards, but exclude, for purposes of clarity, Course Content.

“Participant” means a person who registers or attempts to register to take courses on www.edx.org.

“Platform” means the Learning Management System and the Content Management System.

“www.edx.org” means (i) the website which comprises all webpages that start with the URL, <https://www.edx.org>; and (ii) any subdomain within such URL that edX owns and operates, such as code.edx.org or docs.edx.org, but excluding studio.edx.org. www.edx.org excludes in all cases Course Content.

Unless otherwise provided in this Agreement, technical terms used in this Agreement have the same meaning as provided in the WCAG 2.0 (Dec. 11, 2008), published by the W3C, available at www.w3.org/TR/WCAG/.

EXHIBIT A: EDX WEBSITE ACCESSIBILITY POLICY

At edX, we seek to understand and respect the unique needs and perspectives of the edX global community. We value every learner, and are committed to being a leader in expanding access to all, including learners with disabilities. It is thus edX's commitment to ensure that our website, mobile applications, and platform are accessible to individuals with disabilities and that they permit content providers to develop and post accessible content. To meet this goal, edX is implementing several initiatives, including:

- Conforming www.edx.org, our mobile applications, and our software platform with the Web Content Accessibility Guidelines (“WCAG”) 2.0 AA, published by the World Wide Web Consortium;
- Modifying Studio, our course authoring software, to permit content providers to post course content in a format that conforms with WCAG 2.0 AA for web content;
- Ensuring that www.edx.org, our mobile applications, and platform do not interfere with the posting of course content in formats that conform to MathML for digital mathematical and scientific notation; the W3C's Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (“WCAG2ICT”) for non-web software and content; and the Digital Accessibility Information System (“DAISY”) Standard, published by the DAISY Consortium, or EPUB3, published by the International Digital Publishing Forum, for digital publications and documents;
- Distributing this policy to content providers and edX website content and technical support personnel for www.edx.org, our mobile applications, and our platform;
- Linking to this policy from the www.edx.org homepage, soliciting and providing a method to submit feedback, and providing a method to contact knowledgeable edX personnel;
- Developing and distributing *Accessibility Best Practices Guidance* for content providers;
- Appointing a website accessibility coordinator who is knowledgeable on website accessibility and digital accessibility standards, responsible for coordinating edX's responsibilities with respect to accessibility, and responsible for developing the *Accessibility Best Practices Guidance*;
- Modifying policies to prioritize accessibility bug fixes to ensure they are remedied with the same level of priority as any other equivalent loss of function for individuals without disabilities;
- Retaining one or more knowledgeable website accessibility consultants responsible for conducting annual website accessibility evaluations of www.edx.org, our mobile applications, and our platform; and

- Providing annual training to edX website content and technical support personnel on ensuring www.edx.org, our mobile applications, and our platform conform with WCAG 2.0 AA.

EdX has undertaken these accessibility initiatives to expand access to high quality education for everyone and to assist content providers, many of which have independent obligations under accessibility laws, with providing content in accessible formats.

EdX urges content providers to incorporate accessibility in course content posted on www.edx.org to meet a wide variety of requirements of learners with disabilities.

We will continue to spend quality time and extensive resources to make significant improvements to www.edx.org and our platform. Please direct any questions or suggestions on how to improve the accessibility of our site and platform to accessibility@edx.org. We welcome your feedback.