

## **Economic Commission for Europe**

### **Inland Transport Committee**

#### **Working Party on the Transport of Dangerous Goods**

**Joint Meeting of the RID Committee of Experts and the  
Working Party on the Transport of Dangerous Goods**

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Item 4 of the provisional agenda

**Interpretation of RID/ADR/ADN**

### **Comments on document ECE/TRANS/WP.15/AC.1/2019/4**

#### **Transmitted by the Government of France**

#### **Introduction**

1. In document ECE/TRANS/WP.15/AC.1/2019/4, Germany raises interpretation issues concerning the possibility for an inspection body to use the services of an external entity. We have studied this document with the organisation responsible for accreditation in France and would like to thank Germany to give the opportunity to clarify the issue.
2. However, at this point it is difficult for us to give a straightforward answer to interpretations I and II as they may contain several underlying questions. In addition, there seems to be some differences in the wording of interpretation I and II the different language versions do not seem to have the same meaning (e.g. the French word "vaut" doesn't cover the same meaning as "indicate" in English).
3. We also tend to agree with some ideas expressed by the Netherlands in document INF.17, especially that the European cooperation for Accreditation (EA) would be a good place to raise some of these issues.
4. Because of the issues mentioned in paragraph 2 above, it is difficult for us to answer the question directly, and point by point, therefore we would like to offer a summary view on the way we understand 1.8.6.4.1 should be applied. We hope this can help in the discussion

#### **Comments**

5. It is obviously allowed for an inspection body to use subcontractors to perform some of his tasks. Then, two cases are mentioned in 1.8.6.4.1:
  - A. The external entity is accredited separately.
  - B. The external entity (subcontractor, subsidiary) is not accredited separately. Then it shall be included in the accreditation of the inspection body.
6. It is not clear how interpretations I and II relate to each of these cases. The answer has to be different according to each case.

#### **In case A:**

7. The subcontractor is already accredited by the independent accreditation body. In this case, the inspection body doesn't have to reiterate the verifications already performed in the

context of the accreditation of the subcontractor. The verification that the external entity is accredited and that its accreditation is correctly covering the tasks it has to perform is sufficient to satisfy both RID/ADR and the standard.

**In case B:**

8. The subcontractor is not accredited himself but could be included in the accreditation of the inspection body subject to certain conditions:

- Through a contract, the inspection body specifies to the external entity (subcontractor, subsidiary) the accredited management system (procedures, QM system,...) operate the control as mentioned/according to clauses 6.3.1, 6.3.4, 6.1.12, 6.1.13, 6.2.11 of EN ISO/IEC 17020;
- The inspection body must maintain a register of all subcontractors according to clause 6.3.4 of EN ISO/IEC 17020;
- The assessment of the external entity may be done by the inspection body but the way it is performed is subject to procedures validated in the context of its accreditation by the accreditation body. There is also an ongoing monitoring process that takes place as part of the accreditation procedure which allows the external entities to be “included” to the inspection body’s accreditation.

9. Furthermore, there is a comment in paragraph 23 which refers to clause 7.1.6 of EN ISO/IEC17020, in relation with auditing subcontractors. However in document “ILAC-P15:07/2016 – Application of ISO/IEC 17020:2012 for the Accreditation of Inspection Bodies” that provides explanatory information for the application of ISO/IEC 17020:2012 it is clearly stated that clause 7.1.6 doesn’t cover the case of subcontractors:

*“7.1.6 a The information referred to in this clause is not information provided by a subcontractor, but information received from other parties, e.g. a regulating authority or a client of the inspection body. The information may include background data for the inspection activity, but not results of the inspection activity”.*

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