

Mandate M/376 (phase 2) Comment Form

ANEC comments

ANEC-ICT-2013-G-021final

These comments refer to:	EN 301 549: European accessibility requirements for public procurement of ICT products and services	V 1.0.0 (2013-02)
Please email comments to:	STF416_en301549@etsi.org	

Organisation	Line number/ Clause/Sub Clause/ Annex (e.g. 3.1)	Paragraph/ Figure/ Table/ Note (e.g. Table 1)	Type of comment ¹	Comment	Commenter's Proposed Change (with justification, if not included with the comment)	Observations Of The Secretariat

¹ **G** for General, **T** for technical, **E** for Editorial

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ANEC 1	1		G	<p>The revised scope statement, agreed among members of the ad hoc editorial group says:</p> <p><i>The inherent nature of certain situations makes it impossible to make reliable and definitive statements that accessibility requirements have been met. For this reason, the requirements in the present document are not applicable:</i></p> <ul style="list-style-type: none"> <i>to the situation in which the party claiming accessibility exerts no control on the functionality or content;</i> <p><i>NOTE: Even in the above situations, it is best practice to apply requirements in the present document wherever it is feasible and safe to do so.</i></p> <p>This statement is cumbersome and open to misinterpretation. Although the term 'party claiming accessibility' is considered more encompassing than 'supplier' as it also includes the public body which may itself be responsible for parts of the ICT (e.g. content), the restrictive clause still concerns legal contractual issues rather than functional requirements, so it does not belong in the EN.</p> <p>An example of the confusion is that in the case where a website carcass delivered by a supplier is populated with content by the procurer, the "party claiming accessibility" for the resulting website seems to be two different parties at different stages in the process. This is confusing.</p> <p>Exclusion on the basis of 'something outside the control of the supplier' could also lead to the situation where any 'non-compliance' can be attributed to 'how the product, system or service was used'. The particular product system or service which should be covered by the standard is then no longer within the scope.</p>	<p>If any wording is inserted to make it explicit that a party cannot be held responsible for the accessibility of things it cannot control, it should be equally explicit that the inability of one party to control something cannot be an excuse for it being inaccessible. If one party (e.g. a supplier) has no control, then it falls on another party (e.g. a different supplier or a procurer) to exert control. Only if accessibility is outside of the control of ALL parties within the procurement can inaccessibility be permitted. Ultimately, the procurer is responsible (to the public) for accessibility and it should be clear that where a supplier cannot control accessibility then the procurer must do so, if at all possible.</p> <p>Consider moving the rest of the text to the introduction and having the following scope statement:</p> <p><i>This standard specifies the functional accessibility requirements applicable to ICT products and services. It includes a description of the test procedures and evaluation methodology for each accessibility requirement.</i></p>	

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	4		E	If the exclusion statement in the scope is removed, the exclusions relating to startup and failure conditions could be addressed within Section 4 Functional Performance.	<p>Include in Section 4 a statement similar to the one below:</p> <p><i>Functional performance requirements are applicable when the system is operating normally. They are not applicable in the event of a failure condition, periods of maintenance or repair or during start up, shut down or other transitional events.</i></p>	