

Economic Commission for Europe

Inland Transport Committee

Working Party on the Transport of Dangerous Goods

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

Geneva, 13-23 September 2011

Item 7 of the provisional agenda

Reports of informal working groups

Report of the Informal Working Group on Definitions (Bucharest, 12-14 April 2011)

1. The Informal Working Group on Section 1.2.1 – “Definitions” held its first meeting between 12–14 April 2011 in Bucharest, at the invitation of Romania.
2. The meeting was chaired by Mr. C. Pfauvadel (France), and was attended by the representatives of the following states: Austria, France, Germany, Spain, Sweden, Turkey and the United Kingdom. The representatives of the Intergovernmental Organization for International Carriage by Rail (OTIF), the International Road Transport Union (IRU), the International Union of Railways (UIC), and the European Industrial Gases Association (EIGA) took part in this meeting also. (See Annex I)
3. The agenda submitted by Romania was approved by the Working Group which also acknowledged the fact that there were 3 (three) new documents to be debated by the working group:
 - Introduction in Terminology (Romania);
 - Comparative Table of Definitions. Inland Transport Regulations 2011 RID/ADR/ADN vs. UN MODEL REGULATIONS – 16th edition (Romania) (see Annex I);
 - Table of the Vocabulary used in COTIF/RID vs. EU Directives referring to railways (UIC).
4. The Romanian delegation presented the “Introduction in Terminology”, a document which was drafted on the basis of the “Terminology Manual” of Helmut Felber, a manual published by the General Information Programme of the UNESCO. The document aimed to offer guidance to the Working Group on the principles to be respected in the construction of the terminological definitions bearing in mind the dichotomy: common language-specialised language, as well as the characteristics and interferences of the terms used within a system of concepts.
5. The chairman underlined the fact that there is a series of problems that occur due to the differences which are specific to different languages and there are also definitions which are unclear. This is why the working group had to establish a mandate for its further work.
6. Several delegations pointed out the fact that certain inconsistencies should be clarified by looking at the original proposal which lead to the adoption of a certain definition in RID/ADR.

7. Nevertheless, most of the proposals, both in SCETDG and in the Joint Meeting or in the modal regulatory bodies, are made in English. There is also an important difference to be considered with regard to the official languages used for the debates and the publication of regulatory texts, as follows:

- At UN level, the official languages are: Arabic, Chinese, English, French, Russian, Spanish;
- At the WP.15, the official languages are: English, French and Russian;
- At the RID Committee of Experts, the official languages are: English, French and German.

The languages used at the Joint Meeting level are English, French, German and Russian.

8. The representative of Germany informed the Working Group that the German speaking countries have to translate the amendments to ADR every second year and they have established a conference of the translators of ADR from Germany, Austria and Switzerland with participation of the OTIF secretariat. The actual translation of the amendments from French or English into German takes 3 months and it includes a revision exercise in which dangerous goods experts offer their support to the translators in order to get the most accurate translation possible.

9. A member of the OTIF secretariat also mentioned that the translation of the text of RID is a well established practice in OTIF. Most of the proposals for the Joint Meeting are drafted in English and have to be translated by the Conference Services of the UNECE into French and Russian. These translations are often produced by non-native speakers. They are revised, but not by the Secretariat. A more technical revision seems to be necessary.

10. The chairman concluded that a similar procedure to that presented by Germany and OTIF could be envisaged for the translators using non official UN languages for all the agreements. The possible solution would be a cross-checking procedure.

11. The chairman proposed that the working group should analyse a series of examples which should be the basis of the principles which have to be adopted in order to create a mandate for the working group.

12. The delegation of Romania suggested that the definitions “*Tank*” (138), “*Shell*”(134) and “*Receptacle*”(118) be considered, taking into account the Comparative Table of Definitions (RID/ADR vs. UN Model Regulations).The definition of “*Tank*” in UN Model Regulations includes *receptacles*, while the “*Tank*” in the modal agreements – RID/ADR/ADN does not include a reference to receptacles and is defined by means of the “*Shell*” only. The Romanian delegation also pointed out that this series of inconsistencies is reflected also in the wording used in Chapters 6.7 and 6.8.

13. Another aspect presented by the Romanian delegation is that there is no general definition or term that includes all the means of containment and a suggestion for the insertion of a definition of the means of containment was made.

14. The representative of Germany pointed out that before the restructuring of ADR, the terms “*Shell*” and “*Tank*” were not used in the same way. The definition of “*Shell*” was developed in 1999 or 2000 and it was difficult to use the terms for portable tanks. The definition in 6.7.4.1 was the first to be introduced.

15. It was noted that, in principle, all the words that have a specific meaning within technical agreements, come from the common language and the difficulties arise from the need to set specific definitions.

16. At UN level, the tank category includes portable tanks.

17. There are differences between the UN Model Regulations and RID/ADR with regard to the use of “*Receptacle*” and “*Shell*” and they are also reflected in the definition of “*Tank*”.
18. A “*receptacle*” can’t be a tank.
19. The chairman concluded that there is an implementation issue with regard to the harmonisation between different transport modes. It is not always a problem, but the verification has to be done in order to clarify the use of the regulations.
20. The necessity to have definitions of “*Shell*” and “*Receptacle*” in 1.2.1 was questioned. The representative of Austria acknowledged that the word “receptacle” is used several times in 6.3.5.1.6, so the word “receptacle” is used when referring to “packaging”.
21. The representative of Germany explained that the “receptacle” is a “containment”, but it cannot be a tank according to ADR.
22. There was a series of differences in the definition of “*Transport unit*” also. There is a difference between UN tanks and non-UN tanks.
23. Several delegations proposed that the definition of “*Receptacle (Class 1)*” should be deleted from section 1.2.1, as it is referring to Class 1 only, so it is to be introduced in the text referring to Class 1.
24. The representative of Germany pointed out that, in principle, this definition is used for classification purposes as it may be used directly in Class 1.
25. A member of the OTIF secretariat indicated that in 2.2.1.1.8, in the texts referring to “MINES with bursting charge: UN Nos. 0137, 0138” and “MINES with bursting charge: UN Nos. 0136, 0294” the term “receptacle” is used in the description of the terms.
26. The Austrian delegate questioned also the necessity to have explanations of the abbreviations in the text in 1.2.1. He said that, as they are explanations and not proper definitions, they could be organised in a separate subsection under 1.2.1.
27. The president of the working group suggested that, in order to avoid the burden of redrafting 1.2.1, a change in the title of the section would be more appropriate “Definition and acronyms”.
28. The representative of Germany opposed the suggestion of the Austrian delegate as the current practice in drafting legal texts both at UN and EU level is to have a section, in the beginning of the legal text, presenting both specialised terms and acronyms.
29. With regard to this proposal, the Romanian delegation pointed out that the MEMU definition in 1.2.1 includes both the explanation of the acronym and the main technical characteristics of the unit.
30. The difference of wording between French and English was also pointed out. In the English text, the wording “For the purposes of ADR” determines the use of the word “means” in each definition to make the link between the word to be defined and the rest of the definition, while in French, the phrase used “Dans l’ADR on entend par” allows a more simple way of writing the definition by mentioning the term to be defined which is separated by a comma from the rest of the definition.
31. The title of Part 5, “Consignment procedures” in English and “Procédures d’expédition” in French was also discussed as the French term “expédition” refers to the action of sending goods – “envoi” (in French) and presenting them for carriage. Nevertheless, the part refers to the procedure which has to be fulfilled in order to prepare the consignment. “Consignment” is a synonym of “Shipment”, a term which is defined in the UN Model Regulations and was not adopted for RID/ADR/ADN.

32. The debates have continued with the analysis of the definitions in INF.5 (WP.15 - 89th session): “bag”, “packaging”, “receptacle” and the conclusion was that the problem was to be solved later on during the meeting.

33. The chairman observed that if we would build a completely new regulation, it wouldn't look as it does now. We need to identify points that are not necessary as definitions. The working group should check any misleading definition and to check also if it is really justified. In case there is a need of explanations, the working group could provide a guidance material that can be used in the translation process, to explain the elements that are not clear. This document could be published on the UN website.

34. The representative of EIGA highlighted that the TPED website contains a similar document offering guidance in the interpretation of the directive.

35. The conclusion was that a realistic way to deal with that would be to use the 2 tables and analyze them one by one in order to highlight the differences between the modal regulations RID/ADR/ADN and UN Model Regulations, as well as the difference between the different language versions of the legal text.

36. The working group concluded that its further activity should be governed by the following principles:

1. Identify whether the definitions are different in

(a) RID/ADR/ADN,

(b) UN Model Regulations

and if the differences are justified.

2. Identify definitions that contain requirements or do not belong to 1.2.1 and/or may be located elsewhere.

3. The definitions liable to lead to wrong application of the regulations should be changed.

4. For definitions that need clarification, build up a series of guidelines to be published on the UNECE website that explains the difficulties in the interpretation of the definitions (if they are not changed).

5. Insert a new column in the Comparative Table for the comments that should be added.

37. The representative of the UIC presented the excel table containing the terms used in the European Directives (2008/68, 2004/49, 2008/57, 2006/861, 2006/920, ...), the general contract for the use of wagons and COTIF (RID, CIM, APTU, ATMF) that was not build specifically for this working group, was sent to the delegates as a working instrument. This work was realized by the UIC in the optics to master better the used notions in the various regulations. They can be at the origin of difficulties of application and misunderstandings between the stakeholders. In this respect, questions arise concerning certain definitions.

38. The table was drafted in French, English and German. The document was considered to be a useful tool as the definitions used in other regulations may cause problems – e.g. “Transport”. The coherence of the terms used in COTIF/RID – “Exploitant”/“Detenteur”/“entite en charge de la maintenance” (operator/keeper/entity in charge of the maintenance”. the representative of the UIC pointed out that the working group had to consider the different aspects

39. The representative of Austria observed that “In den Richttexten benutzte Fristen” should read “In den Referenztexten verwendete Begriffe”.

40. Vehicle is not used as it is not a railway term. Does it reflect other terminology than rail?
41. The UIC delegate explained that Line 7 in the excel table refers to the vehicle in the context of rail. There is no classification/sequence in the order of the terms and anybody can use the excel file to sort the documents.
42. The chairman observed that it could be useful to refer also to WP.29. A question was raised with regard to the activity of the working group as the possible conflicts with other regulations might be also considered.
43. The representative of Austria welcomed the document presented by UIC and considered that it could be updated. In this case, the operator and the keeper have different attributes and there are some consequences to be considered in the transport of dangerous goods.
44. The Romanian delegation also pointed out that there is a difference in the definition of “unloader” which is not supposed to unload MEMUs. The filler fills the MEMU, but no one unloads it.
45. The chairman explained that there is an historical problem in the MEMU.
46. The definition of “Overpack”, the phrase “outer protective packaging” was also challenged by the Romanian delegation taking into consideration the definition of “outer packaging”.
47. The problem with the “filler” is that when you load a tank or another vehicle you have to verify different aspects. When you load a tank on a MEMU, you fill it, when you put anything else you are a loader. It also covers MEMU.
48. These problems should be discussed as the activity filler is restricted to filling tanks. Nevertheless, the term filler is used in 6.2 for gas receptacles. This problem might be considered by the working group.
49. According to the opinion of the German delegate, the filler should be restricted to tanks.
50. The conclusion of the working group was that the problem is worth considering, but it seemed more appropriate to modify the text in 6.2.6.3.2.1 and to replace “filler” with “entity filling the aerosols”.
51. The definition of “enterprise” was also briefly analysed and it was acknowledged to have too wide a meaning.
52. A representative of the OTIF Secretariat explained that there is an editorial difference between RID and ADR regarding the writing in italics in section 1.2.1. As explained in RID Note 2 at the beginning of this section all terms contained within a definition which are defined separately are printed in italics.
53. The working group considered that the Note 2 in RID can be copied in ADR and ADN in order to be consistent and to facilitate the use of this section.
54. The working group continued the discussions and proceeded at a detailed analysis of all the definitions taking them one by one.

Definition no. 2 - “Aerosol or Aerosol dispenser”

55. The first definition that was liable to be amended was that of “*Aerosol or Aerosol dispenser*”. The Romanian delegation observed that there is a difference between the use of the article “a” text in the UN Model Regulations and the word “any” in RID/ADR/ADN in

English. The representative of the EIGA explained that the difference is due to the text of the Aerosols Directive which uses the word “any”. Nevertheless, the working group decided that an editorial amendment can be done, in order to replace “any” with “a” and thus ensure consistency with the French version of RID/ADR/ADN. (The deleted text is stricken out, and the new text is written in bold and underlined)

Proposal

56. “*Aerosol or aerosol dispenser*” means ~~any~~ **a** non-refillable receptacle meeting the requirements of 6.2.6, made of metal, glass or plastics and containing a gas, compressed, liquefied or dissolved under pressure, with or without a liquid, paste or powder, and fitted with a release device allowing the contents to be ejected as solid or liquid particles in suspension in a gas, as a foam, paste or powder or in a liquid state or in a gaseous state;

57. In order to avoid ambiguities in definitions and to be consistent in the semantics of the French and English texts, the working group agreed that the determiner “any” is not to be used in the beginning of the definitions and wherever it appears it should be replaced by the indefinite article – “a”/ “an”. The principle might be considered for adoption at the UN level as well.

58. The working group also noticed that there is an editorial amendment to be made in the French version of the UN Model Regulations and thus decided to present to the SCETDG a proposal to rewrite the definition in the singular, as follows:

*Aérosols ou générateurs d'aérosols, ~~des~~ **un** récipients non rechargeables répondant aux prescriptions du 6.2.4, faits de métal, de verre ou de matière plastique, contenant un gaz comprimé, liquéfié ou dissous sous pression, avec ou non un liquide, une pâte ou une poudre, et munis d'un dispositif de prélèvement permettant d'expulser le contenu en particules solides ou liquides en suspension dans un gaz, ou sous la forme de mousse, de pâte ou de poudre, ou encore à l'état liquide ou gazeux;*

Definition « *Aircraft – Cargo Aircraft* » (English and French)

59. Taking into consideration the principle proposed in paragraph 60, the working group decided that, if the SCETDG adopts the principle, a consequential amendment is to be adopted within the UN Model Regulations in the definition of “Cargo Aircraft”. “Any” is to be replaced by “an”. Moreover, the definition of “Passenger aircraft” is written with an indefinite article.

Proposal

60. In the definition of “Cargo Aircraft”, delete “any” and replace it by “an”.

Cargo aircraft means ~~any~~ **an** aircraft, other than a passenger aircraft, which is carrying goods or property;

61. The same amendment is to be considered for the French text:

*Aéronef-cargo, ~~tout~~ **un** aéronef, autre qu'un aéronef de passagers, qui transporte des marchandises ou des biens ;*

62. The third proposal refers to the insertion of a title “*Aéronef*” which would be consistent with the current wording used in the English text.

Definition “Alternative arrangement” (1.2.1 UN Model Regulations)

63. The definition “*Alternative arrangement*” was discussed within the working group as it is currently present in 6.7.2.1 RID/ADR.

64. The working group decided that, as it applies only in 6.7, it is to stay there.

Definition no. 3 – “*Animal material*”

65. The Romanian delegation questioned the use of the term “carcasses” in the French version of ADR as the definition of the term in dictionaries stipulates:

“Carcasse - Ensemble des os d'un animal mort, dépouillés de leur chair et tenant encore entre eux” (<http://www.cnrtl.fr/definition/carcasse>).

The English word « carcass » means “the body of a dead animal, especially a large one that is soon to be cut up as meat or eaten by wild animals” (<http://dictionary.cambridge.org/dictionary/british/carcass>).

In the Guidelines, insert a note to explain that in the French text, although the term „carcasse” can be used in different contexts to mean “the totality of the bones of a dead animal”, in this particular context it means either the total body of an animal or some part of it.

The decision of not amending the French text with regard to this aspect was agreed as the definition has no consequence on the way such goods are transported.

66. Although some delegations questioned the need to maintain this definition in 1.2.1, the working group decided to keep it in this section as it is used both in 2.2.62 and 7.3.2.6.

67. Another point was made with regard to the lack of consistency of the definitions both in UN Model Regulations and RID/ADR/ADN between the English and French text. The text in French refers to “des aliments pour animaux d'origine animale”, while the English only indicates “animal foodstuffs”.

Proposal

68. The working group decided to amend the RID/ADR/ADN English text by adding “from animal origin” after “foodstuffs”. The decision should be brought up to the attention of the SCETDG for amendment of the UN Model Regulations.

Definition no. 4 – “*Applicant*”

69. The working group observed that the word “operator” used in the definition of “*Applicant*” differs from the use of the word in the definition of “*tank-container operator*”. The definition is actually prescriptive text in which the entities allowed to apply for conformity assessment of gas receptacles are enumerated.

70. A representative of the secretariat pointed out that “*applicant*” is used with a different meaning in 1.8.6 to 1.8.8 and Chapter 6.2 on the one hand and in chapters 6.1, 6.3, 7.4, 6.5 and 6.6 on the other hand.

71. Although several solutions to this problem could be envisaged as, for example, restricting the definition of “*applicant*” to users of tanks and pressure receptacles for gases of class 2 or inserting this definition in the one dedicated to the “*Conformity assessment*”(30).

72. Nevertheless, the “Note” under the definition of “Applicant” should be amended as there is no definition of “operator” in 1.2.1, the word being used in the definition of “*tank-container/ portable tank operator*” (140).

73. A difference in the syntax used was detected between the French and the English version of this definition which is ADR specific. The English version contains two independent sentences, while the French text is made up by two coordinated sentences; the coordination is done by means of “et”.

74. Due to the numerous problems raised by this particular topic, the representative of EIGA said that he would prepare a paper in order to clarify this issue.

Definition no. 5 and 5.1 – “Approval”

“Multilateral approval”

75. The working group was reminded by one of the members of the secretariat that all terms in Class 7 come from the IAEA and these terms are used in a specific way.

76. Another observation was made with regard to the use of both the terms “*shipment*” and “*consignment*” in this definition. It was explained that the terms in the UN Model Regulations are not synonyms. “*Consignment*” refers to the object which is being carried, while “*shipment*” refers to the carriage of goods. The use of the word “*shipment*” in this definition does not create any problem because its meaning is the one that is currently used in dictionaries so there is no need for RID/ADR/ADN to adopt the UN definition of this term.

77. The working group considered thought that the text in RID/ADR/ADN has the same meaning as the text in UN, but it is drafted in a clearer manner. Thus, the working group proposed that SCETDG considers an amendment in order to align the UN Model Regulations with RID/ADR/ADN.

78. The working group noticed that both in the UN Model Regulations and RID/ADR/ADN there is a difference in the topic used in the French text for the English “country of origin of the design or shipment”.

79. The working group also invited the Joint Meeting to observe the fact that there is a special wording in RID/ADR/ADN requiring an approval by the “competent authority of each country through or into which the consignment is to be carried” and, although the difference seems to be a means of expressing more precisely the requirements in existent in the UN Model Regulations, to decide whether it is advisable to propose SCETDG to align the texts.

Proposal

80. Amend the French texts of the UN Model Regulations and RID/ADR/ADN by replacing: “du pays d’origine de l’expédition ou du model” with “du pays d’origine du model ou de l’expédition”.

“Unilateral approval”

81. The working group noticed that there are specific requirements for RID/ADR/ADN which define the legal frame of the transport of dangerous goods in Europe and decided that it should remain unchanged.

Definition no. 7 – “Bag”

82. In the French text of RID/ADR/ADN, the word “flexible” is used instead of the word “souple” which exists in the UN Model Regulations.

83. For the other matters raised in the INF. 5, the working group decided that they should be brought to the attention of the Harmonisation Working Group as this question could be solved more quickly.

Proposal

84. Replace, in the French text of RID/ADR/ADN, the word “flexible” by “souple”.

Definition no. 8 – “Battery-vehicle”

85. The Romanian delegation commented that the use of the adverb “permanently” is superfluous in the first sentence of the definition.

86. The working group mentioned that the wording “permanently fixed” and “fixé à demeure” may create problems, but what is meant is that the elements of the battery-vehicle are fixed and cannot be demounted except for inspection and testing and does not affect the meaning.

87. Another problem raised was whether the transport unit of the battery-vehicle could be a trailer, as some delegates thought that, for the purpose of this definition, only a motor vehicle or a semitrailer are appropriate.

Proposal

88. The working group invited the Joint Meeting to consider the two conditions stipulated in the definition of “*battery-vehicle*”:

- The vehicle contains elements which are linked to each other by a manifold;
- These elements are permanently fixed to the transport unit

and to clarify the word transport unit in this context.

89. The working group could envisage two possible solutions: either replace “transport unit” with “vehicle” or restrict this to a certain type of vehicles. The Joint Meeting was invited to analyse this problem.

90. In the Guidelines, a note should explain the fact that the elements of the battery-vehicle are not meant to be moved. They are fixed to the vehicle.

91. The Romanian delegation also raised the problem of the new wording “gases as defined in 2.2.2.1.1” and questioned whether there should be a definition of gases in 1.2.1. The question remained to be solved at a later stage in the debates.

Definition no. 10 – “Box”

92. The working group noticed that in this definition there is a difference in the French text of ADR and the UN Model Regulations regarding the use of the supplementary word “matière” before “plastique”.

93. A translation problem was detected in the text of the UN Model Regulations also which refers to the use of word “manipulation” instead of “manutention” for the English “handling”. The working group decided to bring this problem to the attention of the SCETDG.

Proposal

94. In the French text of RID/ADR/ADN, delete the word “matière” before “plastique”

95. In the French text of the UN Model Regulations, replace “manipulation” with “manutention” in the second sentence of the definition.

Definition no. 11 – “Bulk container”

96. The working group noticed that the English version in RID/ADR/ADN is worded in the plural which is not the case of the French version of the agreements or for the UN Model Regulations. In conclusion, the working group decided to amend the definition consequently.

97. The set phrase used in the second indent of the definition in the English version of RID/ADR/ADN – “modes of carriage”– was considered less appropriate than the UN wording “means of transport”. The problem generated a lengthy debate, as a member of the secretariat mentioned the fact that the CSC convention uses the set phrase “modes of transport”. Some delegates expressed the idea that the container referred to in the CSC Convention is a container that is supposed to be carried by other modes. Nevertheless, the load compartment of a vehicle, which is presented as an example in the definition of bulk container, is not designed to facilitate the carriage of goods from one mode to another, but is meant to facilitate transfer between means of transport. It was also mentioned that load compartments are not included in the definition of container. The difference with the CSC Convention is, thus, of a substantial nature. The working group decided to propose to the Joint Meeting to amend the text by replacing “modes of carriage” with “means of transport”.

98. Nevertheless, the working group also noticed that the phrase “means of transport” is worded differently in the French versions of RID/ADR/ADN and the UN Model Regulations: “moyen de transport” and, respectively, “modes de transport”. As reference is made to the means of transport, the working group decided to propose the SCETDG to use the current wording in RID/ADR/ADN.

99. A problem was detected in the UN Model Regulations text with regard to the use of the verb “to be” in the first phrase. The working group considered replacing it with the plural in the wording “solid substances which is in direct contact with the containment system”. It was decided to suggest SCETDG to adopt this minor editorial amendment.

100. The working group also noticed that the second paragraph of the text in French of the UN Model Regulations and RID/ADR/ADN is written in the plural, while the beginning of the definition refers to the singular “*Conteneur pour vrac*”. The working group considered that it would be advisable to amend both texts and draft it in the singular, as in the English version of the UN text.

101. The working group also debated the problem raised with regard to the wording “without intermediate reloading” and stated that this specific wording is not a safety requirement. It means that the container can be moved from a truck to a train without taking the goods out. The container can be taken as a whole and moved to another means of transport. This is an operational property of the container.

102. A member of the secretariat mentioned that in the CSC Convention the same wording is used – EN: “without intermediate reloading” and FR: “sans rupture de charge”.

103. The French delegation explained that “sans rupture de charge” actually means that the container can be moved on another means of transport without taking the load out of it. You can unload a silo tank in two different places. In conclusion, “sans rupture de charge” is the description of a property - the bulk container can be transferred as a whole, without intermediate reloading.

104. The working group concluded that the current wording – “without intermediate reloading” and “sans rupture de charge” – is not going to be changed.

Proposal

105. Amend the definition “**Bulk container**”, in 1.2.1 of RID/ADR/ADN English version, as follows (stricken out text is deleted, text written in bold is added):

“Bulk containers” means **a** containment systems (including any liner or coating) intended for the carriage of solid substances which are in direct contact with the containment system. Packagings, intermediate bulk containers (IBCs), large packagings and tanks are not included.

A ~~B~~ Bulk containers ~~are~~ **is**:

- of a permanent character and accordingly strong enough to be suitable for repeated use;
- specially designed to facilitate the carriage of goods by one or more ~~modes of carriage~~ **means of transport** without intermediate reloading;
- fitted with devices permitting its ready handling;
- of a capacity of not less than 1.0 m³;

Examples of bulk containers are containers, offshore bulk containers, skips, bulk bins, swap bodies, trough-shaped containers, roller containers, load compartments of vehicles;

106. Amend the second sub-paragraph of the definition of “**Conteneur pour vrac**”, in 1.2.1 of RID/ADR/ADN in French, as follows (stricken out text is deleted, text written in bold is added):

~~Les~~ **Le** conteneurs-pour vrac ~~sont~~ **est**:

- de caractère permanent et étant de ce fait suffisamment résistants-pour permettre un usage répété ;
- spécialement conçus pour faciliter le transport de marchandises sans rupture de charge par un ou plusieurs moyens de transport ;
- munis de dispositifs les rendant faciles à manutentionner ;
- d'une capacité d'au moins 1,0 m³. »

Definition no. 12 – “**Bundle of cylinders**”

107. The working group debated on the use of the wording “as a unit” and its French equivalent “qu’ensemble indissociable”. It was also observed that similar wording can be found in other definitions as follows:

INF.10

Def. no.	Subject	EN	FR
26	Composite IBC with plastics inner receptacle	... an integrated single unit...	... un tout indissociable qui est utilisé comme tel pour...
UN	Composite packaging	... an integral packaging...	... un emballage intégré.
27	Composite packaging (plastics material)	... an inseparable unit.	... un tout indissociable...
28	Composite packagings (glass, porcelain or stoneware)	... an inseparable unit.	... un tout indissociable...

108. The working group decided to bring the question to the attention of the UN Sub-committee.

109. Several delegations observed that the definition “Bundle of cylinders” refers to “the total water capacity”- “la contenance totale en eau”. The principle of referring to water capacity in relation to gases was questioned, especially that this also occurs in definition no. 41 – “Cryogenic receptacle”.

110. According to the views expressed by the French delegation the words “contenance” and “capacité” in French are synonyms. Nevertheless, in the past, the two terms were used differently in different contexts. “Capacité” was used for tanks and was expressed in cubic meters, while “contenance” was used for receptacles and it was expressed in litres. Nevertheless, it was observed that the word “capacité” is written on tank plates, while “contenance” is used for IBCs, without being written anywhere.

111. The working group considered that there is some rationale to be done. The text of RID/ADR/ADN and UN Model Regulations should be checked in order to see if it is not worth to replace everywhere “contenance” with “capacité” or vice versa. The word which is less frequently used should be replaced with the other one. The problem should be discussed in the Joint Meeting.

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112. The representative of France introduced the document proposing the deletion of the definition “*maximum permissible load*”.

113. As the deletion does not affect the requirements for tanks, the working group recommended that the paper is submitted to the Harmonisation Ad-hoc Working Group. A quicker decision could thus be reached that could be brought up to the attention of the UN Sub-committee.

Definition no. 13 – “*Calculation pressure*”

114. The problem of the use of the words “theoretical” (EN) and “fictive” (FR) was explained by means of the fact that this is not the real pressure that the tank has to use. The term “fictive” is also used in standards. It is a conventional pressure (as the Italian translation of the term suggests).

115. The higher wall thickness is defined by using a calculation pressure which is higher and allows calculating the tank starting from one figure: the pressure.

116. From the point of view of French native speakers, “fictive” is the appropriate word as “théorique” means that the pressure may not be imaginary, it can be possible.

117. The working group concluded that the current wording in French and English should not be changed, as, although it seems to be different, it is accurate.

Definition “Cargo transport unit”

118. The working group discussed the two linguistic versions of the definitions in RID/ADR/ADN and the UN Model Regulations and decided to propose the Sub-committee to adopt an amendment to the French version of the text.

Proposal

119. Replace the existing definition of “engin de transport” with:

“*Engin de transport*”, un véhicule citerne **roucier** ou véhicule ~~roucier~~ de transport des marchandises, un wagon citerne ou wagon de marchandises, un conteneur multimodal ou une citerne mobile ~~multimodale~~, ou un CGEM. »

Definition no. 19 – “Closed cargo transport unit”

120. The working group also analysed the UN definition “*Closed cargo transport unit*” and observed that in its French version – “*Engin de transport fermé*”, the word “ininterrompues” is used instead of the more accurate word “pleines”.

121. The working group decided to propose this small editorial amendment to the SCETDG.

Proposal

122. In the French version of the UN Model Regulations, replace “ininterrompues” with “pleines”.

Definition no. 20 – « *Closure* »

123. The problems with regard to the definition in the Romanian documents were debated, and the working group observed that one of the sources of this confusion is the fact that at the UN level, the definition of “*tank*” also includes “*receptacles*”.

124. One option for solving the problem seemed to be the adoption of the definition of “*Tank*” as it currently appears in the UN Model Regulations in the inland transport regulations.

125. It was also observed that closures for tanks can vary and thus there is more than one option to close the tank, by using valves, caps etc. The current definition is only valid for a part of the types of closures. The closing device is more complex. This difficult situation can be solved within the tank working group.

126. Nevertheless, the German delegate mentioned paragraph 6.8.2.2.2 which refers to closures for different tank codes. He pointed out that, sometimes, the closing device closes a pipe, not a receptacle.

127. It was also observed that the definition as it currently stands both in the UN and in RID/ADR/ADN is too close to common language and it thus creates confusion.

128. The term “closure” is used in standards also.

Proposal

129. The working group suggested that it might not be necessary to have a definition of closure in 1.2.1. Nevertheless, the working group invited the tank working group to analyse this definition and to clarify, if possible, the matter.

130. The matter can be brought up at UN level also.

Definition no. 21 – “Collective entry”

131. The working group analysed this RID/ADR/ADN definition and concluded that the word “well” is not necessary.

Proposal

132. Delete “well” in the English version of the definition and under A. and B. in 2.1.1.2.

Definition no. 22 - “Combination packaging”

133. The working group analysed the definition and observed that the word “transport” is used in the English version instead of “carriage” commonly used in RID/ADR/ADN.

134. It also observed that for the English set phrase “for transport purposes”, the French RID/ADR/ADN uses the set phrase “pour le transport”, while the UN Model Regulations uses a more appropriate wording “destinée au transport”.

Proposal

135. In the English version of the definition “*Combination packaging*” replace “transport” with “carriage”.

136. In the French version of the definition “*Emballage combine*” replace “pour le transport” with “destinée au transport” and “constitué” with “constituée”.

Definition no. 24 – “Competent authority”

137. The working group analysed the definitions and observed a series of inconsistencies both at UN level and in RID/ADR/ADN.

138. In the UN English text, the working group observed that the words “any body or authority” could be reversed in order to have a more accurate text.

139. The French text of RID/ADR/ADN differs from the UN Model Regulations as it refers to “l’ (les) autorité(s) ou tout(s) autre(s) organisme(s) désigné(s) en tant que tel(s)”. The text in the UN Model Regulations refers to “toute autorité ou tout organisme de réglementation désigné... ».

140. The use of the wording « réglementation désigné ou autrement » in the UN Model Regulations was also questioned, as, in Europe, there are situations in which the authorities/bodies designated as competent authorities are not authorities involved in regulations - e.g. enforcement bodies authorized to perform checks only.

Proposal

141. In the English text of the UN Model Regulations, replace “any body or authority” with “any authority or body”.

142. In the French version of the UN Model Regulations, delete «de réglementation».

143. In the French RID/ADR/ADN, replace “l’(les) autorité(s) ou tout(s) autre(s) organisme(s) désigné(s) en tant que tel(s)” with “toute autorité ou tout organisme désigné... ».

Definition no. 25 – « *Compliance assurance* »

144. The text of this definition is taken from the IAEA, and it is only linked to radioactive material.

145. The working group observed that the term "compliance assurance" is not used in RID/ADR/ADN and that there is also a “quality assurance” definition (no. 114) which is used in different places in RID/ADR/ADN.

146. The working group decided to ask the Sub-Committee of experts on the transport of dangerous goods if the definition of “compliance assurance” is actually needed in the UN Regulations. The set phrase appears as a heading in the introductory text “Recommendations on the transport of dangerous goods” of the UN Model Regulations. The problem occurs when analysing the text in 1.1.4.1 where both the “quality assurance and compliance assurance programmes” are mentioned. Class 7 experts might advise the Sub-committee how to proceed with this subject, especially as the definition is the same within TSR 1.

Proposal

147. As this definition is very general, the working group considered that both the Joint Meeting and the UN SCETDG might wish to delete it. Consideration should also be given to the issue of having this obligation in RID/ADR/ADN from a legal point of view.

148. The working group concluded its report by means of a correspondence working group.

Next session

149. The next session of the working group will be held in January 2012 at the invitation of France.

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BUCHAREST 12 – 14 APRIL 2011**

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