

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 8 of the provisional agenda

Any other business

The adequate use of the terms defined in section 1.2.1 of ADR

Submitted by the Government of Romania

Summary

Executive summary: Proposal of the Romanian delegation to start the work of revising the section 1.2.1 in ADR, in order to eliminate the existent inconsistencies.

Measures to be taken: Organise an Informal Working Group to improve harmonization of RID/ADR/ADN legal instruments.

Related documents: ECE/TRANS/WP.15/AC.1/2009/9, ECE/TRANS/WP.15/AC.1/114, paras. 25-34

1. The present informal paper which has as an annex a table of the Definitions in section 1.2.1 ADR in English, Romanian, French, Russian, Spanish, Italian represents our wish to prove that certain inconsistencies in the definitions may lead to different versions of the agreement when translated in the official languages of the countries contracting parties to the ADR Agreement.

2. The effect of the discrepancies between different “ADR’s” is highly dangerous with regard to the enforcement of the agreement and it affects all juridical acts done according to our regulation. We consider that this is an issue that endangers both safety and security as the disharmony in the use of terms in ADR may lead to illegal conduct of transport operators.

3. Thus, we hereby wish to present some examples and we apologise for using the document ECE/TRANS/WP.15/AC.1/2010/14 as an example. We chose it because it was the first document on the agenda.

4. The document ECE/TRANS/WP.15/AC.1/2010/14 was carefully analyzed by the Romanian delegation and we noticed several inconsistencies between the terms used by ECMA in their amendment and the definitions in 1.2.1.

5. In the Summary of their proposal, ECMA refers to “additive systems” that are “additional attachments” included in the “service equipment” of “the product delivery system” of petroleum tanks.

6. We think that the Joint Meeting should recall the fact that the Service equipment is defined in 1.2.1 as follows:

"Service equipment"

(a) Of the tank means filling and emptying, venting, safety, heating and heat insulating devices and measuring instruments”.

7. Thus, the service equipment is made up of different types of “devices” of emptying, venting, safety so on.
8. In the summary, ECMA refers to the "additive systems" as "additional attachments" were we think that the term "additional devices" is appropriate. The "additional attachments" are referred to as "équipement supplémentaire" in the French version, instead of "dispositif supplémentaire".
9. In the second sentence of the same paragraph, they are called "storage tanks" or "réservoirs de stockage", and, in the third paragraph, for the same object, reference is made to "storage container" and "réservoir de stockage".
10. In the first paragraph of the Background reference is made to "small containers" ("petits conteneurs" - FR) that need not to be used any more in order to pour the additive in the heating oil. The use of this term does not seem proper if we bear in mind the definition of "container" in 1.2.1 which stipulates that it is "an article of transport equipment (lift van or other similar structure)". As far as we know, the previous practice was to use jerrycans, drums, etc..., different independent means of containment which are not necessarily a articles of "transport equipment" - containers.
11. While trying to make sense of the sentence we refer to there was another set phrase that actually puzzled us: "storage tank". We supposed it to be a storage vessel (see 1.1.3.1 f) that the customer uses to store the heating oil he bought. Bearing in mind the fact that "tank" means a "tank-container, portable tank, demountable tank or fixed tank (...), including tanks forming elements of battery vehicles or MEGCs" we wonder what does "storage tank" actually mean? We think that we have found an appropriate answer earlier, or, at least, we think that we have reached an agreement with the person that translated the text into French, as he or she does use a non ADR appropriate term – "la cuve", instead "réservoir de stockage" (see: 1.1.3.1 (f)).
12. The proposal brings up another reference to the "additive system"/"système pour additifs" which is presented a "storage container"/ "réservoir de stockage pour additifs" that is supposed to bear "the appropriate UN number".
13. The definition that is suggested by ECMA the refers to the "additive system" as an "additional fixed element of service equipment", that we still wish to recall that was supposed to be an additional device if the ADR definition of "service equipment" were considered. There is also a reference to the "storage tank" previously mentioned, and then the same "additive system" is presented as a "storage container" endowed with "dispensing and dosing devices".
14. The device referred to is actually a "shell" - a "sheeting containing the substance (including the openings and their closures)" - according to the definition in 1.2.1.
15. The inconsistencies are rather difficult to deal with if you are a non native English speaker.
16. Thus, if revised from a linguistic point of view, we think that the definition could be amended as follows:
17. "**Additive system device**" means an additional fixed device of the service equipment of tanks in the delivery system which mixes so-called additives with the product to be delivered during the filling of storage tanks consumer's vessels. An additive system generally consists of a storage container shell with a maximum capacity of 450 litres and the necessary dispensing and dosing apparatuses."
18. If the Joint Meeting does not accept the use of the term “shell” we think that it is necessary to amend the definition in 1.2.1 of the term “container” in order to reflect the new situation.
19. We have mentioned previously that the only criteria used in order to chose ECMA’s document as a starting point was the fact that it was the first document on the agenda.

20. In addition to the comments above, the Romanian delegation would like to ask the Joint Meeting to consider some of the inconsistencies we noticed in the definitions in 1.2.1 and our opinion on the way to continue the effort of rewriting subsection 1.2.1.

21. In the fourth definition in 1.2.1 – that of the "Applicant" the term "operator" is used in the following sentence:

"In the case of periodic testing and exceptional checks, *applicant* means the testing facility, the operator or their authorised representative in a country Contracting Party".

22. The French original of ADR presents the equivalent term "l'opérateur" and so that the Russian original "oneparopa". As a result of the use of the same term in the three different official languages, you will easily observe the use of the exactly same term in Romanian – "operatorul", Spanish – "el operador" and Italian – "il operatore". It is obvious that in each of the six languages there was a more or less similar word which has as a etymological root the Latin word "operatorem, de operari". The term was easy to translate as such, as for most European languages it sounds familiar.

23. Nevertheless, while working on the table in the annex we were surprised to notice that in the definition of the "Tank-container/portable tank operator" (140th in the Table) that its French equivalent is "Exploitant d'un conteneur /citerne ou d'une citerne mobile". Though we kept in mind the fact that these definitions of the "Applicant" and of the "Tank-container/portable tank operator" might have been written in different stages of the development of ADR, we could not help to notice the fact that the other non official versions of ADR followed either the English version – in Romanian we used "operator", or the French version – which was the case of the Spanish version – "Explotador" and of the Italian version – "Gestore".

24. It is possible though (we did not have the time to check it out) that the definition was originally drafted for RID, as one of the online Larousse dictionary defines it as follows:

exploitant, exploitante nom:

- Personne qui met en valeur une exploitation agricole,
- Propriétaire d'une salle de spectacle cinématographique,
- Agent ou dirigeant du service de l'exploitation ferroviaire.¹

A previous printed edition of the "Petit Larousse" (1966) refers to the "Personne qui met en valeur un bien productif de richesse: *les exploitants agricoles.* »

25. We do not pretend to have used the best of the dictionaries, but we still think that this might lead to different interpretation of ADR.

26. That is why we think that in the future some principles could be established with regard to the use of terms in ADR.

27. Our proposal is that the choice of equivalent terms with the same etymology to be made for all official languages, in order to ease translation of ADR in the other Contracting Parties.

28. Another important principle is the use of the term defined in 1.2.1 all over ADR.

29. We would kindly ask the joint meeting to watch if we have followed this principle in ADR.

30. The term "closure" is 20th definition in the 1.2.1.

"*Closure*" means a *device* which closes an opening in a *receptacle*."

¹ <http://www.larousse.fr/dictionnaires/francais/exploitant>.

The definitions of “receptacle” (definitions 117, 118) use other terms though:

"Receptacle (Class 1) includes boxes, bottles, cans, drums, jars and tubes, including any means of closure used in the inner or intermediate packaging."

"Receptacle" means a containment vessel for receiving and holding substances or articles, including any means of closing. This definition does not apply to *shells*."

The puzzle grows if we consider the definition of "Shell":

"Shell" means the sheathing containing the substance (including the openings and their closures)."

Wasn't "closure" meant to be used for "receptacles" only?

31. Another misfortunate example, which breaks the rule of explicit and coherent wording, is the series of consequent definitions of outer packaging and overpack.

"Outer packaging" means the outer protection of the composite or combination packaging together with any absorbent materials, cushioning and any other components necessary to contain and protect inner receptacles or inner packaging;

"Overpack" means an enclosure used (by a single consignor of Class 7) to contain one or more packages, consolidated into a single unit easier to handle and stow during carriage.

Examples of overpacks:

(...)

- (a) *An outer protective packaging such as a box or a crate."*

Was the word "protective" still necessary after the definition of "outer packaging" which was defined as "the outer protection"?

32. Further on, we would like to ask the Joint Meeting to observe the different English version for the terms "*Sans rupture de charge*" in French.

In the definition of the "Bulk container" (11), third indent:

"- specially designed to facilitate the carriage of goods by one or more modes of carriage *without intermediate reloading*"

In the definition of "Container" (34), second indent:

"- specially designed to facilitate the carriage of goods, by one or more means of transport, without *breakage of load*"

In the definition of the "demountable tank" (45) we find out that it "is not designed for the carriage of goods without *breakage of load*".

In the definition of the "demountable tank" (45) we find out that it "is not designed for the carriage of goods without *breakage of load*".

33. Another problem is that of the terms "an inseparable unit", "an integrated single unit" in the definitions of "Composite IBC with plastics inner receptacle", "Composite packaging (plastics material)", "Composite packaging (glass, porcelain, stoneware)", instead of "single packaging", the term used in 4.1.4.1.

34. In addition to the above mentioned observations, the Romanian delegation suggests that it is advisable to make up a Working Group in order to deal with the problem of the wording used in ADR, and in particular in 1.2.1. We strongly believe that the definitions in 1.2.1 represent the basis of the ADR system and that is why, there is a need of clarification of these definitions. They are the first step towards the rethinking of ADR terminology which is supposed to:

- Be more user friendly, allowing an easier access to the intricate terminology that anyone interested in learning ADR has to acquire,

- Ease translation process for non-native speakers of the RID/ADR/ADN,
- Clarify the logical and juridical structure of the ADR.

35. As a conclusion to our paper, the Romanian delegation wishes to express our admiration and appreciation for the generations of experts that have contributed and succeeded to build the ADR – a diamond consistency agreement, but we think that it is time to start polishing this diamond on all sides in order to make it shine in global world which is the next step.

36. If the Joint Meeting agrees to start such a Working Group, Romania will gladly offer to be the host of the first meeting on the subject and to support all the activities in this field.
