

## Economic Commission for Europe

### Inland Transport Committee

Working Party on the Transport of Dangerous Goods

4 September 2024

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

Geneva, 10-13 September 2024

Item 5 (b) of the provisional agenda

**Proposals for amendments to RID/ADR/ADN:**

**New proposals**

### **Interpretation about the obligation of the consignor to appoint dangerous goods safety advisor for each mode of transport in the case of intermodal transport operations**

**Transmitted by the European Chemical Industry Council  
(Cefic)**

#### *Executive summary*

Cefic believes that a clear interpretation has to be made regarding the consignor's obligation to appoint a Dangerous Goods Safety Adviser (DGSA) in the case of multimodal transport operation of dangerous goods. Consignors are not usually informed about the consecutive transfer of the modal operations (e.g., road-rail-barge) between the initial point and the consignee site. The first consignor should not be responsible for the decision of potential intermediate consignors that may hold carriers of different modes. The consignor is required to appoint one or more than one DGSA under RID/ADR regulations. So, the appointment of a DGSA that holds this professional certificate, does not mention if the certificate should cover all the modes of transport really used.

## I. Introduction

### Consignor, Logistics Operator (L.Op.), carriers, consignee, DGSA appointment

1. An organization contracts (*consignor*) a *Logistics Service or a Logistic Operator (L.Op.)* for transporting *Dangerous Goods (DG)* from site A to site B (as destination). **The consignor is unaware of how many transfers of transport modes may have been selected by the L.Op. till the destination; that is the concern of the consignor. This should be the L.Op.'s decision.** The transport modes and stops of the cargo are unknown by the initial "Filler", loader, or consignor. It is a decision of the L.Op., or a carrier decision contracted. The path or itineraries to move the DG cargo to the destination may be reserved as information for the L.Op. In the case of emergency, responsibility shall always be followed by the chain of responsibility "upwards", according to the contracts signed by each agent. e.g. a tank container shipped to its destination, from a chemical plant to consignee premises, could be transported by different unknown modes and pathways. Which DGSA mode certification should the consignor choose?

### Who should appoint rail/barge DGSA in an intermodal transport operation?

2. The RID establishes that a "DGSA rail mode of transport" shall be appointed (under RID provisions) if activities of the undertaking include **the consigning**, carriage, or the related loading, unloading, packing or filling related to the transport of DG by rail:

#### 1.8.3 Safety adviser

**1.8.3.1** Each undertaking, the activities of which include the consigning or the carriage of dangerous goods by rail, or the related packing, loading, filling or unloading shall appoint one or more safety advisers for the carriage of dangerous goods, responsible for helping to prevent the risks inherent in such activities with regard to persons, property and the environment.

#### (RID 1.2.1 Definitions)

3. RID defines a consignor company that ships dangerous goods *for itself or a third party. When the transport is carried out on the basis of a transport contract, the consignor will be the one who appears in contract as consignor.*)

4. The definition of consignor of DG may vary from countries, in *Spanish National Royal Decree (RD) 412/2001* about Dangerous Goods (DG) by rail is as follows:

*(e) Consignor: the natural or legal person by whose order and responsibility shipment of the dangerous goods is carried , for which the transport is contracted, appearing as such in the Transport Documents of DG.*

5. The figures of *filler, loader, consignor cannot be always maintained when multiple new transport contracts are added in cascade. It is possible many* changes in the ownership of the goods, multiple handlings are carried out, e.g. arise re-expeditions, elaboration of new documents of transports ... For example if there is a change of transport documentation from ADR to RID, or ADN the previous transport operation ends when a new contract transport starts and come into force. Previous associated *transport documentation* ends validity? May be, or not, it depends if new of transport contract changes the figures previous mentioned. The complexity is enormous. Consider for example a tank-container that are consigned in Spain by road and then

transferred to a barge in France. Does the Spanish filler should have a ADN barge DGSA certification ?

### Example of sequence operations during the transport of intermodal DG cargo

6. The following example mentions the loading/unloading points phases of a tank-container that initially is filled at the plant, then is placed on a platform of a road container vehicle. Later, it is unloaded in an intermodal rail terminal. All these sequences are under a *transport contract* between the consignor and the L.Op., however **there may be additional contracts between** this L.Op. and the carriers that provide road and railway traction. The steps would be:

*Consignor contract L.Op.*

*1° -Filling of DG in a Tank-Container (TC) in the plant (TC filler).*

*2° -Move it in a road TC vehicle (loader).*

*3° -Road transport leg (road carrier).*

*4° -Move TC at a freight terminal (terminal operator that operates, for example, a crane moving TC).*

*5° -Move and load the TC on the platform of a wagon (terminal operator).*

*6° -Transport the TC between terminals (rail carrier).*

*7° -Move the TC at destination terminal (terminal operator).*

*8° -Move the TC in the road container vehicle (terminal operator).*

*9° -Road journey in TC vehicle (road carrier).*

*10° -TC unloading (unloader).*

*Consignee*

7. The case analyzed is as usual as one: *consignor* contracts L.Op. under a single transport contract from an initial origin to an ending destination. The transport agreement is to carry a tank-container (TC) between an origin and its destination. Other transitional phases are outside of the consignor management. The consignor of the rail transport mode would be the logistics operator because the TC is pre-filled before presenting itself for transport before arriving at the rail terminal. The first *consignor* cannot know if the TC could be switched to another mode of transport and where locations. This new operation is contracted by the L.Op. to another L.Op. or a carrier, ... and is the essence of the adding value of his transport service. This new transport or logistics contract ratified the most efficient way for next shipment of the cargo to destination. **L.Op. does not have the obligation to inform to the consignor**, because this constitutes the value of his work and must therefore be responsible for the safety of this transport leg.

8. First loader/filler are NOT responsible for a transport rail operation and successive.

9. Between point 4 and 5, it is common there **will be a discontinuity in the contracting figures**, because there is a change from a *transport road contract* (container road carrier) to a *railway carrier contract*. A new contract arises and finalizes the previous one, starting from the rail traction power. In fact, there is a new loader that replaces the first one, since there is a crane or similar at terminals that moves or places the container-tank on a container-wagon at rail terminal. This event replaces the first agent defined as tank-container loader / filler at manufacture plant.

10. In a succession of different contracting freight transport, *first filler* of the TC, cannot perpetuate itself as such a permanent consignor because he **does NOT know where is the cargo, he does not contract rail, barges, L.Op. ... carriers and** what is going on with the container initially filled. He must assist and advise whose he contracted but is not directly responsible for the subsequent contact and modes of transport. Intermodal chains are based on multiple contracts in cascade and the responsibilities are agreed by agents who

are “far away” and unknown. These agents must face responsibilities in the distribution chain in a cascade responsibility chain.

11. Every TC or every DG tank semi-trailer that enters in a country from another country abroad through rail means it should be appointed a RID DGSA by **consignor**?

### **The case of the maritime intermodal operation**

12. If a Tank-Container (TC) arrives as first destination to a maritime yard (instead of a rail terminal), the figures responsible for the TC at port premises is the "shipper", and he may be not the same agent as filler or loader. The "shipper" must collect all the information from the previous chain, from the "filler" of the road mode, from the initial loader, road carrier ... because he is responsible. This attribution of responsibilities is obvious, shall be effective, without uncertainties and complete safe.

### **The "ferroutage" intermodal transport**

13. Semi-trailers tank vehicle without tractor are transported by train in special wagons in many parts of Europe. New ambitious infrastructures for this type of intermodal operations are planned. Transport contract between road carriers and rail carriers covers the consignor role of this transport operation because the figure of consignor transport documents is assumed by the L.Op. or road carrier and then rail DGSA shall be appointed by L.Op. or road transport. So if L.Op. or road carrier does not appear in a such transport documents, they will not have to appoint rail mode DGSA. It is necessary to clarify this.

**Train transporting tank semi-trailers on special “ferroutage” wagons (Dangerous Goods).\***



## **II. Proposal**

14. The Joint Meeting is asked to decide on the interpretation of the mandatory appointment of DGSA by consignors in the case of subcontractors, L.Op., **or carriers** contracted and may use different modes of transport.

15. Consignor and carrier / L.Op. formalizes a transport contract between site A and site B, so between site A and site B, there may be many different routes that imply different modes of transport, and different transport contracts may formalize each one. One possibility may be **simply subcontracting the entire transport operation from point A to B**. So, in other cases, many

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carriers and L.Op. should be chosen **for different itineraries or modes of transport.**

16. The principle to follow may be that a DGSA shall be appointed by a consignor at whatever point of the logistics chain, so this consignor shall always be the agent that contracts the carrier for a specific mode. As a result, to identify the figure of the consignor who shall appoint a DGSA (and his certificate modes) firstly, it is necessary:

- (1) To identify the carrier.
- (2) Identify the figure or agent who gives the carrier the task to move DG from A to B; this is the consignor.

17. Thus, in the case a company uses the services of a logistic operator, this logistic operator will have contracts with different carriers (for any mode of transport), and this will be, hence, the consignor, not the initial agent who gives the task to the logistic operator to move the DG from A to B. Contracts may not show the mode of transport used. The selection of the mode of transport and regulations applied (RID, ADN, ...) is not the responsibility of the consignor.

18. Usually, the "First agent" that contracts a transport operation with an L. Operator from A to B does not have any connection with rail or barge carriers. The consignor is a figure defined based on a transport contract with a carrier, not for successive unknown carriers contracted by the "First carrier".

19. Only if the mode(s) of transport are described in the contract with the carrier(s) shall the consignor appoint a DGSA for those modes of transport used. The free selection of the logistics operator during the delivery to contract additional carriers changes the mode of the delivery. The consignor is not responsible for the carriers chosen.

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