

A program of the Intermodal Association of North America

April 7, 2017

Transmitted Via E-mail

TO: UIIA Participants
FROM: Debbie Sasko
AVP, Information Services
RE: Modifications to the UII Agreement

A memo was sent to all UIIA participants on March 3, 2017 advising that the Intermodal Interchange Executive Committee (IIEC) had unanimously approved proposed modification to the following sections of the UIIA:

- **Section H. – Default Dispute Resolution and Binding Arbitration Processes – Items H.1., H.3. and H.4**
- **Exhibit D – Binding Arbitration Guidelines – Items D.1. and D.6.**
- **UIIA Administrative Procedures – Section I. Administration and Implementation, Item D.**

The proposed revisions were forwarded to all UIIA participants for review and a thirty-day comment period, which closed on April 3, 2017. There were no comments received during this period so the revisions will be implemented as unanimously approved by the IIEC during its February 23, 2017 meeting. **The effective date of these modifications will be May 1, 2017.** For your convenience, the revisions are shown on the following page.

A copy of the full version of the UIIA Agreement that includes these changes can be obtained by going to the UIIA website at www.uiia.org and clicking on “Current UIIA Agreement” under Frequently Requested Information on the home page.

Attachment

cc: Joni Casey, IIEC Chair and President/CEO, IANA
Marc Blubaugh, IANA General Counsel

Modifications to the UIIA - Effective Date: May 1, 2017

Revisions are shown in red:

1. Section H. Default Dispute Resolution and Binding Arbitration Processes, Items H.1., H.3. and H.4.

Modify the language under Items H.1., H.3. and H.4. to clarify that in addition to Per Diem and maintenance and repair charges that Equipment use/rental charges are also acceptable types of charges for submission under the binding arbitration process.

Section H.1.

“In absence of a dispute resolution process contained in the Provider’s Addendum that establishes timeframes for signatories to the Agreement to dispute invoices and respond to the dispute with respect to Per Diem, ~~or~~ maintenance and repair ~~invoices~~ **or Equipment use/rental charges**, the following default dispute resolution process will apply:

Invoiced Party shall advise Invoicing Party in writing of any disputed items on invoices within 30 days of the receipt of such invoice(s), documenting with appropriate evidence, its disagreement with any of Invoicing Party’s bills it believes to be incorrect. Invoicing Party will respond in writing to such disputed items within 30 days of receipt of Invoiced Party’s notice with its decision to accept or deny the Invoiced Party’s dispute. The Invoiced Party will have 15 days from the date of the Invoicing Party’s response to either pay the claim(s) or seek arbitration. Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges as required by the Terms of this Agreement.”

Section H.3.

“Should Invoiced Party fail to dispute an invoice relating to Per Diem, ~~or~~ maintenance and repair **or Equipment use/rental** charges within 30 days after receipt of the invoice, the Invoiced Party will lose any further right to dispute the invoice under the Invoicing Party’s initial dispute process, or in absence of a dispute resolution process in the Provider’s Addendum, the default dispute resolution process in Section H.1. Further, the Invoiced Party, upon failing to dispute the invoice or seek arbitration within the prescribed timeframe, immediately will be responsible for payment thereof to the Invoicing Party and will lose its right to pursue binding arbitration under Exhibit D of the Agreement or assert any other defense against the invoice.”

Section H.4.

“Should the Invoicing Party fail to respond to the Invoiced Party’s dispute of an invoice relating to Per Diem, ~~or~~ maintenance and repair **or Equipment use/rental** charges within the established timeframes in the Provider’s Addendum, or in absence of a dispute resolution process in the Provider’s Addendum, the default dispute resolution process in Section H.1., the Invoicing Party will lose its right to collect such charges and its ability to pursue binding arbitration under Exhibit D of the Agreement.”

2. Exhibit D – Binding Arbitration Guidelines, Items D.1. and D.6.

Modify Items D.1. and D.6. to be consistent with Section H. in regards to the acceptable types of charges that can be submitted for binding arbitration.

Exhibit D, Item D.1.

“This process is applicable for disputed transactions relating to **Per Diem**, maintenance and repair ~~or Per Diem~~ **Equipment use/rental charges** invoices between Providers and Users (Motor Carriers) of Equipment who are signatories to the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA).”

Exhibit D, Item D.6.

“Disputes must be confined to charges arising from **Per Diem**, maintenance and repair (M & R) or **Per Diem Equipment use/rental charges** invoices. There will be no limitation on the financial amount in controversy. The number of disputed invoices that may be consolidated under a single arbitration claim is limited to five (5) provided that they involve the same or related charges or unlimited if they involve identical facts and argument based on UIIA language.”

3. UIIA Administrative Procedures, Section I. Administration and Implementation, Item D

Section I., Item D.

Modify the UIIA administrative procedures so language is consistent with the IANA bylaws in regards to IIEC alternates.

“The Committee shall consist of a minimum of two representatives from each mode representing Motor, Ocean and Rail Carriers participating in the Agreement, with an equal representation of each mode. Each ~~representative shall name his or her alternate from their respective mode who~~ shall participate in Committee meetings and serve as **a** the voting member in the absence of **a** the principal representative. **In such absence, the modal voting members shall select the alternate who will act as the voting representative.** Representatives and ~~their~~ alternates must be from companies that are current signatories to the Agreement. Attendance at meetings is limited to voting members and ~~their~~ alternates. If Committee members wish to have an industry representative invited to attend a meeting in an advisory capacity, the majority of the Committee must approve of this invitation prior to it being delivered.”