

## A program of the Intermodal Association of North America

December 7, 2016

Transmitted Via E-mail

TO: UIIA Participants  
FROM: Debbie Sasko  
AVP, Contract Administration Services  
RE: Modifications to UII Agreement

A memo was sent to all UIIA participants on September 30, 2016 advising that the Intermodal Interchange Executive Committee (IIEC) had approved revisions to the following sections of the UIIA:

- **Section E.6. – Free Days, Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage**
- **Exhibit D – Binding Arbitration Guidelines**

In accordance with Appendix I, Section V. of the UIIA, all UIIA participants were provided with a thirty day comment period on the proposed revisions and all comments received were forwarded to the Committee for review and consideration. Based on the comments submitted, the Committee made the following determination as it relates to the proposed modifications:

### **Section E.6., Item C**

The modification to Section E.6.c. addresses when the EP bills the incorrect party, but is not notified of this information within the 60 day established billing timeframe so is precluded from billing the correct party. There were two comments submitted by UIIA participants expressing concerns whether in these circumstances the EP would be required to provide proof that it had billed the incorrect party. The Committee determined that Section E.6.d. of the UIIA addresses this point by indicating that the EP shall provide the Motor Carrier documentation as is reasonably necessary to support its invoice. In instances where the EP does not do so, the Motor Carrier would be afforded the ability to dispute the charges and take the matter to binding arbitration, if necessary. Consequently, the Committee decided to move forward with the revision to Section E.6.c. as originally adopted at its meeting held on September 20, 2016. **The revision to Section E.6.c. is shown below and will become effective on January 1, 2017:**

*“Provider shall invoice Motor Carrier for Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage charges within sixty (60) days from the date on which Equipment was returned to Provider by Motor Carrier. If Motor Carrier is not invoiced within the established timeframe, the right of the Provider to recover such charges will be lost.*

***Should Provider invoice the incorrect party, Provider may invoice the interchanging Motor Carrier within thirty (30) days from the date the incorrect party disputes the charges with Provider or within the original sixty (60) day deadline, whichever is later. The preceding sentence only applies as long as the Provider issues such invoice to the interchanging Motor Carrier within ninety (90) days from the date on which Equipment was returned.”***

**Exhibit D, Item D.10**

The proposed modification to Exhibit D, Item 10. was to clarify for maintenance and repair arbitration claims that the Invoicing Party must produce an Equipment Interchange Receipt or Recorded Image, created at the time of interchange, depicting the condition being billed to the Invoiced Party in order to be billable under the UIIA. Two comments were received on this proposed change indicating that the language was too broad and in certain instances could potentially impact the ability for the EP to bill the Motor Carrier for damage.

The concerns raised by UIIA participants led to further discussion by the Committee as to the impact the proposed language may have on other provisions within the UIIA such as, Section D.2. and Section E.3.a.(1) of the UIIA. It was the consensus of the Committee that this modification should be postponed to allow for further discussion on this matter at the next IIEC meeting.

A full copy of the revised UIIA, which includes the revision to Section E.6.c. that will become effective on January 1, 2017 is available at [www.uiia.org](http://www.uiia.org).

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