



A program of the Intermodal Association of North America

October 25, 2022

Transmitted Via E-mail

TO: UIIA Participants
FROM: Debbie Sasko
VP, Information Services
RE: Proposed Modification to UII Agreement

In accordance with Appendix I, Section V, of the UIIA, all participants are hereby noticed of proposed modifications approved by the Intermodal Interchange Executive Committee (IIEC) during its meeting held on October 13, 2022. The proposed revisions are shown on the following pages along with an explanation of why the revisions were made and will impact the below sections of the UIIA:

- **Section E.1. Equipment Return, Items E.1.a., new E.1.b. and E.1.c.**
- **Section E.2. Lost, Stolen or Destroyed Equipment, Item E.2.d.**
- **Section F. Liability, Indemnity and Insurance, Section F.3.**
- **Section H. Default Dispute Resolution/Binding Arbitration Processes, Item H.2.**

Comments are welcome and may be submitted over the next 30 days and should be in writing, via e-mail to debbie.sasko@intermodal.org or by USPS to the address shown below. **All comment submissions on the proposed revisions must be received by Monday, November 28, 2022, in order to be considered.** The effective date of these revisions will not be before December 19, 2022.

Marc Blubaugh, IANA General Counsel
c/o Debbie Sasko, AVP Information Services
11785 Beltsville Drive, Suite 1100
Calverton, MD 20705-4048

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

Proposed Revisions to the UIIA Approved at the October 13, 2022 IIEC Meeting

Revisions noted in “red”/deletions with strikethroughs

- 1. Section E.1. Equipment Return, Items E.1.a. new E.1.b., E.1.c. and Section F. Liability, Indemnity and Insurance, Section F.3.**– Removes the references to “separate bilateral equipment interchange agreement” in Sections E.1.a. and new E.1.c. as it is no longer necessary. The current language under Section F.3. of the UIIA allows for equipment to be returned to a location other than the original point of interchange and also for the equipment to be placed in the possession of another party as long as written or electronic consent of the Provider has been obtained by the MC. In addition, Section G.3. Waiver under the UIIA would also allow parties to waive terms under the Agreement when necessary. Consequently, the current language under Section F.3. has been relocated to Section E.1. Equipment Return. [Note: The remaining items under Section E.1. will be re-lettered to be sequential.]

Section E.1.a.

~~“Absent a separate bilateral equipment interchange agreement in written or electronic form between the Parties, The Motor Carrier shall use the Equipment for only the purposes for which it was interchanged, not authorize use by others, and promptly return the Equipment after its interchange purpose is complete. An Addendum to this Agreement does not constitute a separate bilateral equipment interchange agreement.”~~

New Section E.1.b. [Formerly Section F.3. No language change in this revision just a relocation of the provision within the UIIA.]

“If the Equipment is interchanged by Motor Carrier or is otherwise authorized by Motor Carrier to be in the possession of other parties, the Motor Carrier shall be responsible for the performance of all terms of this Agreement in the same manner as if the Equipment were in the possession of the Motor Carrier, unless the written or electronic consent of Provider has been obtained.”

Section E.1.c.

“Motor Carrier shall return the Equipment to the physical location at which the Equipment was received unless the Provider directs the Equipment to be returned to a satellite location(s) ~~1) as governed by a written bilateral equipment interchange agreement between the Parties or 2)~~ as specified in a notification from the Provider to Motor Carrier via internet posting or e-mail to return the Equipment to a Provider-designated satellite location, listed in IANA’s Equipment Return location Directory (ERLD). Satellite location(s) are facilities which are within the same local commercial territory and support operations of the Provider for the location from which the Equipment was originally received. Whenever a return location is changed, Provider must notify the Motor Carrier by e-mail by 16:00 p.m. local time the business day prior to the change becoming effective. Motor Carrier must furnish the Provider with e-mail addresses to be used for Motor Carrier notification when return locations are changed.”

- 2. Section E.2. Lost, Stolen or Destroyed Equipment, Item E.2.d.** – This provision was a legacy clause that was placed in the UIIA in 2009 when the same Provider interchanged both the container and chassis. The original intent of the language was to assist in avoiding large per diem bills from being incurred in instances when the MC may not be aware that there was outstanding interchanged equipment out under their SCAC Code. Other provisions have since been added to the UIIA to avoid this from happening such as Section E.1.e. that requires the Provider to furnish a monthly notification of outstanding interchanged equipment to the MC and also the established sixty (60) day timeframe for billing per diem under Section E.6.c. Consequently, it was the consensus of the Committee that the language in Section E.2.d. was no longer necessary.

Section E.2.d.

~~“Provider will notify Motor Carrier within 18 months from the date of Interchange if Equipment is declared lost, stolen or Destroyed. If Provider does not so notify Motor Carrier, the right to recover any associated charges or Actual Cash Value will be lost.”~~

- 3. Section H. Default Dispute Resolution/Binding Arbitration Processes, Item H.2.** - Removed language that infers that a UIIA Provider may have its own binding arbitration process within its addendum. A Provider may have a dispute resolution process within its addendum that provides how a MC is to initially dispute charges they are billed however, should a dispute go to arbitration all UIIA Providers are required to utilize the binding arbitration process afforded under Exhibit D of the UIIA.

“Should no resolution be reached between the Parties for charges disputed within the applicable dispute resolution process, then the Parties will have the ability to submit the disputed charges for binding arbitration in accordance with Exhibit D of the Agreement. Prior to the commencement of binding arbitration, both Parties are expected to take every reasonable effort to resolve the dispute. Following the initiation of binding arbitration, the arbitration panel will determine the Party responsible for payment based on the specific facts and circumstances associated with the claim, the terms and conditions of the Agreement and the Provider’s Addendum along with the supporting documentation presented by the involved Parties.

~~If a Provider’s Addendum contains a dispute resolution process that does not include an arbitration provision, then the terms under Exhibit D to the UIIA will apply.”~~