

A program of the Intermodal Association of North America

June 21, 2017

Transmitted Via E-mail

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

In accordance with Appendix I, Section V, of the UIIA, all participants are hereby noticed of proposed modifications unanimously approved by the Intermodal Interchange Executive Committee (IIEC) during its meeting held on June 13th/14th, 2017. The proposed revisions are shown on the following page and will impact the below sections of the UIIA:

- **Section D.2. – Equipment Interchange Receipts, Item D.2.b.**
- **Section E.3. – Equipment Damage, Item E.3.a. (1)**
- **Exhibit D – Binding Arbitration Guidelines – Item D.3.**

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 submissions must be received by July 21, 2017, in order to be considered.** The effective date of these revisions will not be before August 8, 2017.

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

Attachment

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

Proposed Modifications to the UIIA

Revisions noted in “red” and deletions with strikethroughs.

1. Section D.2. Equipment Interchange Receipts

Add new language to Section D.2.b. that outlines the requirements for electronic equipment interchange receipts.

New Section D.2., Item B. (remaining items in this section will be re-numbered to be sequential)

“Use of electronic EIRs requires that the Provider or the Facility Operator provide an electronic system whereby the Motor Carrier may describe electronically, the condition of the Equipment at the time of Interchange, without substantially burdening the Motor Carrier’s use of electronic EIRs at the same Premises, and that this information be incorporated as part of the electronic EIR.”

2. Revision to Section E.3. Damage to Equipment, Item E.3.a.(1)

Modify language in Section E.3.a.(1) to clarify the supporting documentation that is required for billing of damage when a transaction occurs at an AGS gate.

Section E.3.a. (1)

Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier’s possession.

*1) To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider’s determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor’s name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of **an** AGS gate transactions such documentation must include images depicting the condition of the Equipment at the time **of that Interchange**. ~~the Motor Carrier to be charged both accepted and returned the Equipment.~~*

3. Revision to Exhibit D, Binding Arbitration Guidelines, Item D.3.

Modify language in Exhibit D, Item D.3. to modify the process for handling arbitration case decisions where the two modal panel members are unable to reach a consensus.

Exhibit D, Item D.3.

*A **two** ~~three~~-member arbitration panel will be appointed by IANA to handle disputed invoices submitted for arbitration. The panel will consist of one ~~IANA~~ **IIEC** member from each mode **involved in the dispute**. **In the event that the arbitrators from the involved modes cannot agree on a resolution of this dispute, a decision will be rendered by a majority of a senior panel consisting of the longest tenured IIEC member or alternate from each mode, as determined by the Chairperson.** ~~i.e. a Motor Carrier, Water Carrier and Railroad. However, the decision will be rendered by the two arbitrators representing the modes involved in the disputed invoice(s). The third appointed arbitrator from the mode not involved in the transaction will act as an alternate, and will render a decision only in the event the arbitrators from the involved modes cannot agree on a resolution of the dispute.~~*