

**A program of the Intermodal Association of North America**

October 18, 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 October 10<sup>th</sup>/11<sup>th</sup>, 2017. The proposed revisions are shown on the following page and will impact the below sections of the UIIA:

- **Section E.3. – Equipment Damage, New Item E.3.a. (1)**
- **Appendix I, Administrative Procedures, Section VIII. Compliance with the Agreement**

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](mailto:debbie.sasko@intermodal.org) or by USPS to the address shown below. **All submissions must be received by November 18, 2017, in order to be considered.** The effective date of these revisions will not be before December 5, 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 E.3. Equipment Damage, New Item E.3.a. (1)

Add a new Item E.3.a.(1) that outlines that the Provider will determine whether the originating or delivering Motor Carrier will be billed for damage that occurs during the Interchange Period.

**New Section E.3.a. (1) (The current Item E.3.a.(1) will be re-numbered to be sequential]**

“A Provider will determine the Motor Carrier that it will invoice for Damage to Equipment that occurred during the Interchange Period.”

### 2. Appendix I, Administrative Procedures, Section VIII. Compliance with the Agreement

Modify language in Section VIII. to establish a formal process for handling non-compliance with the Agreement.

- A. Parties to this Agreement agree to be bound by the provisions of the UIIA, including its Exhibits, and subsequent amendments and/or revisions of that Agreement, and any addendum thereto, that does not conflict with the terms of this Agreement.
- B. Parties to this Agreement are bound to comply with binding arbitration case decisions rendered under the terms of Exhibit D of the UIIA. A Party’s non-compliance with an arbitration decision is a violation of this Agreement.
- C. Violations to this Agreement, upon verification by IANA, will be reported to the Party committing the violation, in writing via registered overnight mail and to the e-mail address of record for that Party, by the Chairman of the IIEC, with a request to correct the action(s) that are not in compliance. The Party in violation may respond in writing via registered overnight mail within five (5) business days of receipt of this notice, providing information refuting the violation. Absent receipt of information to refute the violation, the Party in violation will be given ten (10) business days from the date of IANA’s notice to correct the action.
- D. Parties that repeatedly violate the provision of this Agreement may face cancellation of their participation in the UIIA. In these instances, the determination to cancel or reinstate participation in the UIIA will be decided by a three-fourths majority vote of the Intermodal Interchange Executive Committee. Should cancellation occur, notice will be provided to the Party, via registered overnight mail and to the e-mail address of record for that Party, within three (3) business days of the Committee’s decision on this matter.
- E. Violations related to commercial issues contained within a Provider’s Addendum will be handled directly between the Parties between the Motor Carrier and the Provider in accordance with the terms of the Agreement and the Provider’s Addendum. ~~and may result in the suspension of a Motor Carrier’s interchange privileges with the individual Provider.~~