



UNIFORM INTERMODAL INTERCHANGE & FACILITIES ACCESS AGREEMENT

A program of the Intermodal Association of North America

October 9, 2008

Faxed Transmission

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 5, 2008 advising that the Intermodal Interchange Executive Committee (IIEC) had adopted specific modifications/revisions to the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA). These proposed revisions were forwarded to all participants and a thirty-day comment was provided. No comments were received from participants regarding the proposed revisions therefore in accordance with Appendix I, Section V.B. of the UIIA, the modifications, as approved at the August 20, 2008, will become **effective on November 5, 2008**.

For your convenience, the following summary of the modifications has been provided:

- **Section E.3. Damage to Equipment**
 - Modify language, Section E.3.a (1) to remove the term “mechanic’s name” as this information is not always available and is not necessary as long as the company that performed the repair is noted on the required documentation.
 - Modify and move language, Section E.3.c. to replace the term “any associated” with “such” to ensure that charges that are invoiced relate directly to costs for damage repairs.
- **Section E.6.c. Free Days and Use Charges** – Modify language to replace the term “any associated” with “such” to ensure that charges that are invoiced relate directly to free days and use charges.
- **New Exhibit D – Dispute Resolution Process Guidelines**
 - Paragraph 1 – Modify language for consistency and to state at beginning, the scope of the DRP program.
 - Paragraph 6 – Modify language to remove the limit on the dollar amount of claim and the number of invoices that can be submitted under one claim.
 - Paragraph 14 – Modify language to clarify the retention of participants’ rights under UIIA for enforcement once a decision on a claim has been rendered.
 - Paragraph 15 – Addition of language clarifying that EPs may suspend interchange privileges for issues that are not related to the DRP claim. (Note: Current Paragraph 15 will be renumbered to Item 16).

cc: Joni Casey, IIEC Chair and President/CEO, IANA
John Bagileo, UIIA and IANA General Counsel

**Modifications/Additions to the Uniform Intermodal Interchange and Facilities Access Agreement
(Effective November 5, 2008)**

(New Language Shown in Bold, Language that has been removed is shown with strikethrough)

Item 1. Section E.3. Damage to Equipment

- A. Modification to language in Section E.3.a (1) to remove the reference to “mechanic’s name” as this information is not always available and is not necessary as long as the company that performed the repair is noted on the required documentation.

Revised Section E.3.a (1) (formerly E.3.d of the UIIA):

“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, ~~mechanic’s name~~ 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 cases of AGS gate transactions such documentation must include images depicting the condition of the Equipment at the time the Motor Carrier to be charged both accepted and returned the Equipment.”

- B. Modification to language in Section E.3.c. to remove term “any associated” and replace with term “such” as section only relates to damage repair charges that are invoiced to Motor Carrier.

Revised Section E.3.c.:

“Provider shall invoice Motor Carrier no later than the following timeframes. If Motor Carrier is not invoiced within the established timeframes, the right of the Provider to recover ~~any associated~~ **such** charges will be lost.”

Item 2. Section E.6.c. Free Days and Use Charges

Modification to language to remove term “any associated” and replace with term “such” as section only relates to free time and use charges invoiced to Motor Carrier.

Revised Section E.6.c.:

“Provider shall invoice Motor Carrier for use and/or storage 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 timeframes, the right of the Provider to recover ~~any associated~~ **such** charges will be lost.”

Item 3. Exhibit D – Guidelines for Dispute Resolution Process

- A. Paragraph 1 – Modify language for consistency and to specify scope of the DRP at beginning of Guidelines.

Revised Paragraph 1:

“This process is applicable for disputed transactions **relating to Maintenance and Repair, Per Diem or Lost/Stolen Equipment invoices** between Equipment Providers and Users (Motor Carriers) of intermodal equipment who are signatories to the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA).”

- B. Paragraph 6 – Modify language to remove the limit on the dollar amount of claims and the number of invoices that can be submitted under one claim providing that the invoices involve either the same or a related charge.

(Modifications to UIIA continued)

Revised Paragraph 6:

~~“Disputes must be confined to charges arising from Maintenance and Repair, Per Diem or Lost/Stolen Equipment invoices. There will be no limitation on the amount in controversy. except that the amount cannot be below that specified in the applicable addendum as the minimum amount that can be submitted for recovery, e.g. if claims pertaining to an involved matter may not be submitted below a specific dollar amount in an addendum, a disputed invoice below that amount may not be submitted for arbitration. Also, no more than five disputed invoices involving the same type charge can be consolidated for handling in a single arbitration.~~ **Disputed invoices can be consolidated for handling in a single arbitration, provided that they involve the same or related charges.**

- C. Paragraph 14 – Modify language to clarify the retention of rights under UIIA for enforcement once a decision on a claim has been rendered.

Revised Paragraph 14:

“Once the arbitration process has been initiated, no suspension, cancellation, termination or any type of interruption of the Motor Carrier’s interchange privileges for the disputed claims may occur. pending completion of the arbitration process. The Equipment Provider and Motor Carrier, nevertheless, retain all of their rights and remedies for the enforcement of the dispute resolution decision.”

- D. New Paragraph 15 – Addition of language clarifying that UIIA EPs may suspend, cancel or terminate a Motor Carrier’s interchange privileges for reasons not related to the DRP claim if such an issue is covered by the UIIA or an EP’s addendum.

New Paragraph 15:

“Initiation of the arbitration process by a Motor Carrier does not preclude an Equipment Provider from suspending, cancelling, or terminating the interchange privileges of this Motor Carrier for reasons not related to the subject of the disputed claim and that are governed by the provisions of the UIIA and/or the Equipment Provider’s addendum.”

(Note: Current paragraph 15 will be renumbered to Item 16.)