



A program of the Intermodal Association of North America

February 12, 2018

Transmitted Via E-mail

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

A memo was sent to all UIIA participants on December 14, 2017 advising that the Intermodal Interchange Executive Committee (IIEC) had approved revisions to the following sections of the UIIA:

- **Appendix I, Administrative Procedures, Section VIII. Compliance with the Agreement**
- **Section E.6. – Free Days, Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage Charges, New Item E.6.d.**

In accordance with Appendix I, Section V. of the Agreement, 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. During a meeting held on February 6/7, 2018, the Committee unanimously voted to proceed with the proposed modifications. **These revisions will become effective on March 1, 2018.** A copy of the revisions follows.

A full copy of the revised UIIA, which includes these revisions is available at www.uiia.org. Questions regarding the above information should be directed to Debbie Sasko via e-mail at debbie.sasko@intermodal.org.

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

**Modifications to the UIIA
Effective March 1, 2018**

1. Appendix I, Administrative Procedures, Section VIII. 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 will be given ten (10) business days from the date of IANA's notice to refute or 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 participation in the UIIA will be decided by a three-fourths majority vote of the 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. Cancelled parties will be reinstated by a simple majority vote of the Committee upon determination that the violation which gave rise to the cancellation has been cured.
- 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.~~

2. Section E.6. Free Days, Per Diem, Container Use, Chassis/Rental and/or Storage/Ocean Demurrage Charges, New Item E.6.d. (The remaining items in this section will be re-numbered to be sequential)

"Notwithstanding anything to the contrary in this Agreement, when a Motor Carrier disputes a Per Diem invoice on the basis that the amount due is different than the amount that would otherwise be due under a separate third party agreement, the Motor Carrier must provide documentation supporting this claim, and the Provider shall not suspend the Motor Carrier's interchange privileges until the discrepancy has been resolved by the Provider."