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## A program of the Intermodal Association of North America

March 4, 2019

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 approved by the Intermodal Interchange Executive Committee (IIEC) during its meeting held on February 21<sup>st</sup>/22<sup>nd</sup>, 2019. 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:

- **Participating Party Signature Page**
- **Section B. Definition of Terms, Item B.20. Notice**
- **Section E.2. Lost, Stolen or Destroyed Equipment, New Item E.2.**
- **Section G. General Terms**
  - **Item G.1. Entire Agreement**
  - **Item G.14. Notices, Item G.14.b.**
- **Exhibit A, Motor Carrier Pre-Trip Inspection, Item 10**
- **Exhibit C – Motor Carrier Responsibility During the Interchange Period**

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 April 3, 2019, in order to be considered.** The effective date of these revisions will not be before May 15, 2019.

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 Revisions to the UIIA Approved at the February 21/22, 2019 IIEC Meeting

1. **Participating Party Signature Page and Section G.1. Entire Agreement** – Modifications to clarify that the UIIA applies to both carrier and merchant haulage equipment interchanges.

### Participating Party Signature Page

*The Party named below agrees that by executing the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA) it will be bound by the provisions of the UIIA, and subsequent amendments and/or revisions of that Agreement, and any addendum thereto, that does not conflict with the terms of this Agreement, which govern the interchange and use of Equipment in intermodal interchange service. The Provider named below agrees that in its interchange activities with Motor Carrier participants who are signatories to the Agreement, this Agreement will be the only Agreement it will use **and that this Agreement applies to all Interchanges of Equipment between the Parties**, unless superseded in whole by a separate bilateral written equipment interchange agreement.*

### Section G.1. Entire Agreement

*This Agreement shall apply **to all Interchanges of Equipment between the Parties** unless it is superseded in whole by a separate bilateral written equipment interchange agreement.*

2. **Section B. Definition of Terms, Item B.20. Notice and Section G.14.b. Notices** – Modifications to establish a new requirement that all notifications under the UIIA be sent electronically via e-mail and that invoices are considered a “Notice” as defined under Section B.20.

### Section B.20

*Notice: A communication, **including invoices**, between Parties of this Agreement required by the terms of the Agreement.*

### Section G.14.b. Notices

~~All Notices required under this Agreement from Motor Carrier to Provider, or from Provider to Motor Carrier, shall be in writing and sent via e-mail by confirmed facsimile or by first class mail, postage paid, and properly addressed to IANA. Alternatively, such written Notice can be personally served, sent by registered or certified mail, postage prepaid, or by a national overnight courier or delivery service, properly addressed to the individual shown in the UIIA subscriber record. Either Party, at any time, may change its address by written Notice to IANA via e-mail, fax or mail. The earlier of (1) the date of receipt or (2) three days after the date such written Notice is given in accordance with this Paragraph shall constitute the initial date of Notice in computing the elapsed time as specified in any Notice requirement in this Agreement.~~

3. **Section E.2. Lost, Stolen or Destroyed Equipment, New Item E.2.e.** – New language that establishes a requirement that EPs notify Motor Carriers electronically of any outstanding interchanged equipment at least once a month.

### **New Item Section E.2.e.**

***Provider will notify the Motor Carrier electronically, at least once a month, of any outstanding Equipment that is shown on the Provider's books as being interchanged under the Motor Carrier's SCAC. Notification will be provided in a data file format and include equipment identification number and date of interchange.***

4. **Exhibit A – Motor Carrier Pre-trip Inspection, Item 10.** – Administrative edit to correct reference from “ICC” to “DOT”.

Rear Underride Guard (~~ICC~~ DOT Bumper”) (Check that Guard is in place and not bent under the frame.)

5. **Exhibit C – Motor Carrier Responsibility During the Interchange Period** – Modification to clarify the measurement of a bent underride guard must be three inches or more under the frame before it is considered a Motor Carrier’s responsibility under Exhibit C. In addition, an administrative edit to correct the references to the term “Underride” so it is shown as one word versus two.

Cut or Torn (through the thickness of metal)

Metal door, gate, sheet, post, crossmember, brace or support

DOT Underride Guard

Bent (where proper operation or function of unit is impaired)

Metal door, gate, sheet, post, crossmember, brace or support

DOT Underride Guard **that is bent three inches or more under the frame**

Missing Items

DOT Underride Guard

Door or Gate

Removable side or section

Refrigeration unit parts