
A program of the Intermodal Association of North America

April 13, 2020

Transmitted Via E-mail

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

A memo was sent to all UIIA participants on February 18, 2020 advising that the Intermodal Interchange Executive Committee (IIEC) had proposed revisions to the following sections of the UIIA:

- **Section E.2.c. Lost, Stolen, or Destroyed Equipment**
- **Section E.5. Disposal of Dunnage**
- **Section E.6.d. Free Days, Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage Charges**
- **New Section E.7. Accidents**
- **UIIA Addendum Template**

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 during which time no comments were received. During a conference call held on April 8, 2020, the Committee unanimously voted to approve the proposed revisions to the sections listed above. **These revisions will become effective on May 1, 2020.** For your convenience, a copy of the revisions are shown on the following page.

A full copy of the revised UIIA, which includes the above 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. Thank you.

Attachment

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

Approved Modifications to the UIIA – Effective May 1, 2020

Revisions noted in “red”/deletions with strikethroughs

1. **Section E.2. Lost, Stolen or Destroyed Equipment, Item E.2.c.(ii)** – Establishes default language under Section E.2. Lost, Stolen or Destroyed Equipment that would be utilized for addressing the application of Per Diem when equipment is lost, stolen or destroyed only if an EP does not address this item within its UIIA addendum:
Item E.2.c.(ii):
 - c. *When Equipment is lost, stolen, or Destroyed, the Motor Carrier and Provider will follow the notification and invoicing processes as set forth in the Provider’s Addendum. If the Provider’s Addendum does not contain notification and/or invoicing processes for lost, stolen, or Destroyed Equipment, the following will apply:*
 - (i) *Motor Carrier shall promptly notify Provider when Equipment is lost, stolen, or Destroyed. Provider shall within thirty (30) days after receipt of such notification, secure and furnish to the Motor Carrier a written statement of the depreciated replacement value or Actual Cash Value of the Equipment, as agreed between the Parties [or as set forth in Provider’s Addendum]. Motor Carrier shall pay Provider the amount specified in the written statement within (30) days of the date of such written statement. [Revised 09/01/09]*
 - (ii) *Provider shall not charge Per Diem for Equipment past the date of receipt of Motor Carrier’s written notification to Provider that Equipment has been lost, stolen, or Destroyed. Motor Carrier shall provide to Provider a copy of the police report, if any, associated with the lost, stolen, or Destroyed Equipment if and when available.*
2. **Section E.5. Disposal of Dunnage**– Further clarifies that all equipment shall be returned in a clean condition.
"Motor Carrier shall return Equipment in a clean condition with all dunnage, bracing, contaminants and debris removed and the floor swept. This provision is only applicable to the Provider of the Container."
3. **Section E.6. Free Days, Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage, Item E.6.d.** – The revision further clarifies the process for a Motor Carrier to dispute per diem charges on the basis that the free time terms extended within an EP’s third party agreement with its customer are greater than the free time terms contained in its UIIA addendum.
Item E.6.d.
 - d. *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~~ **greater** 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.*
4. **New Section E.7. Accidents** – Clarifies how equipment involved in an accident is handled.
Motor Carrier shall notify Provider via e-mail within 24 hours of any U.S. Department of Transportation reportable accident. Provider shall identify in its Addendum the designated e-mail address for such notification.
5. **UIIA Addendum Template** – Revised to clearly identify the specific terms that can be addressed within EP Addenda. All current EP addenda will be “grandfathered” in and the proposed new template will be applicable to new addenda or future revisions to existing EP addenda. **[Note: The entire template was revised so a clean copy of the “Revised UIIA Addendum Template” is shown on the next page.]**

Revised UIIA Addenda Template

Listed below is the universe of economic issues that the Intermodal Interchange Executive Committee has approved for inclusion in each participating Provider's Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA).

Providers who subscribe to this Agreement will utilize this template in creating their individual Addenda. They are not required, nor are they expected, to utilize every component listed below in creating their proprietary Addendum. For example, certain of the Addendum template provisions are more germane to rail-truck Interchange than water carrier-truck Interchange, and vice-versa.

The Parties may not use this Addendum to obviate or undermine the intent of the Agreement. For example, the Agreement contemplates certain reimbursements for the cost of repairs. The Parties may agree to limit the potential cost of those repairs, but such limitations may not be so restrictive that they would virtually eliminate responsibility for reimbursement.

It will be impermissible for Provider Agreement subscribers unilaterally to add other provisions to their individual Addendum to this Agreement. Requests for addition(s) to the universe of economic issues that can be utilized in an Addendum to this Agreement shall be submitted to the Intermodal Interchange Executive Committee for consideration as set forth in Part II, Implementation, Review, Interpretation and Modification Procedures.

I. Notification and Free Time

- A. Start of Free Time
- B. Amount of Free Time
- C. Adjustments to Free Time (e.g., Weekends, Holidays, and Unroadworthy Equipment)
- D. Storage Charges Per 24-hour Period after Free Time Expiration

II. Equipment Use Charges

- A. Type of Equipment
- B. Rate Schedules
 - a. Equipment Use / Rental Charge
 - b. Per Diem
 - c. Fees for Non-Standard Use
 - 1. Empty to Empty
 - 2. Crossover
 - 3. Failure to File Crossover Interchange
 - 4. Hazardous / Municipal Waste
 - 5. Misuse
 - 6. Misdelivery (including Adverse Movements)
 - 7. Migration
 - 8. Genset Fueling
 - 9. Cleaning

III. Administrative Fees

- A. Credit Investigation for Self-Insured Motor Carrier
- B. Handling for Non-Per Diem Invoice Generation
- C. Reinstatement
- D. Request for Duplicate Interchange Documentation
- E. Street Turn
- F. Failure to Respond to Equipment Disposition
- G. Breach of Addendum Terms

IV. Process for Invoice Dispute Resolution

V. Processes for Equipment Damages and Repairs

- A. Determining Cost for Damage Repair
- B. Facilitating Repairs
- C. Determining Use Charges while Equipment is in Damaged Status

VI. Operational Processes

- A. Load/Weight Restrictions
- B. Ordinary Maintenance
- C. Equipment Involved in an Accident
- D. Genset, Refrigerated, Tank, or other Specialized Equipment
- E. Other Operational Processes without Additional Charges

VII. Provider Specific Requirements for Motor Carriers

- A. Safety Rating
- B. Financial Standing
- C. Driver Registration in IANA's Intermodal Driver Database
- D. Regulatory Compliance Procedures
- E. Facility Rule Compliance
- F. Carriage of Oversize or Out of Gauge Cargo

VIII. Lost, Stolen, or Destroyed Equipment

- A. Suspension of Per Diem
- B. Disposition of Destroyed Equipment
- C. Disposition of Recovered Equipment

IX. Insurance

- A. Amounts of Additional Required Coverage by Policy Type
- B. Limitations on Rating Level of Insurer
- C. Self-Insurance and Maximum Permissible Deductibles