

Frequently Questioned UIIA Provisions

The following provisions of the UIIA are often questioned or misinterpreted by UIIA participants. Below we have provided clarification on the purpose and intent of these provisions as an educational tool for UIIA Motor Carriers.

Section E.1. - Equipment Return

Item E.1.b. – Return of Equipment to Satellite Location

“Motor Carrier shall return the Equipment to the physical location at which the Equipment was received unless the Provider directs the Equipment to be returned to a satellite location(s): 1) as governed by a written bilateral equipment interchange agreement between the Parties or 2) as specified in a notification from the Provider to Motor Carrier via internet posting or e-mail to return the Equipment to a Provider-designated satellite location, listed in IANA’s Equipment Return Location Directory (ERLD). Satellite location(s) are facilities which are within the same local commercial territory and support operations of the Provider for the location from which the Equipment was originally received. Whenever a return location is changed, Provider must notify the Motor Carrier by e-mail by 16:00 p.m. local time the business day prior to the change becoming effective. Motor Carrier must furnish the Provider with e-mail addresses to be used for Motor Carrier notification when return locations are changed.”

This provision clarifies that the Motor Carrier is responsible to return equipment to the originating point of interchange unless the EP directs the Motor Carrier to return to a satellite location as governed by one of the methods outlined in Section E.1.b., which includes:

- 1) Separate bilateral equipment interchange agreement between the parties
- 2) Via internet posting or e-mail. Notification via internet posting could be via the EP’s own internal website or third-party site or posted within IANA’s Equipment Return Location Directory.

If the return location known as the time of pick-up changes, then the EP is required to notify the Motor Carrier via e-mail by 4:00 p.m. (local time) the business day prior to the change becoming effective.

Item E.1.d.

“Should the notification required under subsection 1.b. above not be made one (1) business day prior to the effective date of the change, and the late notification delayed the Interchange of Equipment, then the Motor Carrier would be entitled to one (1) additional business day to return the Equipment.”

The above provision clarifies that if the EP fails to provide the notification under Section E.1.b. should the equipment return location change, then the Motor Carrier is to be provided with one (1) additional business day to return the equipment.

Item E.1.e.

“Nothing in Section E. shall be interpreted to preclude Motor Carrier from receiving compensation when Provider directs Equipment to be returned to a satellite location. Compensation for services rendered in these circumstances is outside the scope of this Agreement.”

The above provision is sometimes misinterpreted by EPs to mean that a MC does not need to be compensated when asked to return equipment to a satellite location. This provision simply clarifies that nothing in Section E.1. should be interpreted to preclude compensation in these situations but that the actual terms of that compensation is outside the scope of the UIIA. This would be determined by the involved parties.

Item E.1.f.

“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. Notice will be provided in a data file format and include equipment identification number and date of Interchange. Notice is provided for information only; errors or omissions in the content do not relieve the Parties of their respective Interchange obligations”

UIIA Motor Carrier participants often misinterpret this provision to mean that if the EP does not provide the thirty (30) day notice of equipment that is outstanding under their SCAC Code, then they are not responsible for the associated charges. This was not the intent of this language when it was approved by the Intermodal Interchange Executive Committee (IIEC). The original intent of this provision was to assist in preventing large per diem billings from occurring for equipment that the Motor Carrier may not be aware is still on the EP's books as being out of their interchange. The language in the provision does not however relieve the Parties from their contractual obligations under the UIIA.

If the Motor Carrier receives a large per diem bill, which the EP did not provide the notification under Section E.1.f. they should dispute the charges with the EP. Both parties should work together to come to a reasonable resolution since each party share responsibility in the equipment not being returned in a timely manner.

Section E.6. - Free Days, Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage Charges and Section H. Default Dispute Resolution and Binding Arbitration Processes

Item E.6.f.

“Motor Carrier shall respond in writing to Provider’s invoices within thirty (30) days, documenting with appropriate evidence its disagreement with any of Provider’s invoices it believes to be incorrect.”

Item H.1.

“In absence of a dispute resolution process contained in the Provider’s Addendum that establishes timeframes for signatories to the Agreement to dispute invoices and respond to the dispute with respect to Per Diem, maintenance and repair or Equipment use/rental charges, the following default dispute resolution process will apply:

Invoiced Party shall advise Invoicing Party in writing of any disputed items on invoices within 30 days of the receipt of such invoice(s), documenting with appropriate evidence, its disagreement with any of Invoicing Party’s bills it believes to be incorrect. Invoicing Party will respond in writing to such disputed items within 30 days of receipt of Invoiced Party’s notice with its decision to accept or deny the Invoice Party’s dispute. The Invoiced Party will have 15 days from the date of the Invoicing Party’s response to either pay the claim(s) or seek arbitration. Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges as required by the Terms of this Agreement.”

Although the UIIA does not specifically address payment terms of invoices, it does provide that the Motor Carrier be given thirty-days from receipt of the invoice to review and determine if the charges invoiced are correct or if they will want to dispute the billing with the EP. Consequently, the EP cannot take any action regarding suspension of interchange privileges in regards to an invoice until after this thirty-day period.