

**EXHIBIT D TO THE UIIA
BINDING ARBITRATION PROCESS GUIDELINES
(Added to UIIA on 8/1/08)
(Last Revised 09/16/17)**

1. This process is applicable for disputed transactions relating to Per Diem, maintenance and repair or Equipment use/rental charges between Providers and Users (Motor Carriers) of Equipment who are signatories to the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA). **[Revised 05/01/17]**
2. Disputes handled under the arbitration process will be mandatory and binding upon the Parties. The arbitration process will be administered exclusively by IANA. **[Revised 04/14/11]**
3. A **two**-member arbitration panel will be appointed by IANA to handle disputed invoices submitted for arbitration. The panel will consist of one **IIEC** member from each mode **involved in the dispute. In the event that the arbitrators from the involved modes cannot agree on a resolution of this dispute, a decision will be rendered by a majority of a senior panel consisting of the longest tenured IIEC member or alternate from each mode, as determined by the Chairperson.** **[Revised 09/16/17]**
4. Members of the arbitration panels will serve on a voluntary basis without compensation, and for a period of one year. To qualify as an arbitrator the individual must have five years' operating experience involving such matters as gate interchanges, the yard procedures associated with vessels and trains, loading and unloading operations, the operations of marine and rail container yards, the receiving and delivery of containers, and/or with road equipment.
5. Disputes must be submitted to IANA in writing and in accordance with Section H.1. and must be accompanied by a filing fee made payable to IANA to cover the costs of the administration of the arbitration process. **[Revised 04/14/11]**
6. Disputes must be confined to charges arising from Per Diem, maintenance and repair or Equipment use/rental charges. There will be no limitation on the financial amount in controversy. The number of disputed invoices that may be consolidated under a single arbitration claim is limited to five (5) provided that they involve the same or related charges or unlimited if they involve identical facts and argument based on UIIA language. **[Revised 05/01/17]**
7. The arbitration process will be initiated by the Invoiced Party or the Invoicing Party (Moving Party) by the filing of: a Notice of Intent to Seek Arbitration and information and arguments supporting the dispute including evidence that the applicable dispute resolution process had been followed, as set forth under Section H.1. Such Notice and required information may be submitted to IANA by e-mail, facsimile, or overnight mail. Failure of the Moving Party to submit the required documentation as outlined above will result in the claim(s) being rejected. **[Revised 08/26/13]**
8. IANA will review the Notice of Intent to Seek Arbitration and the required information and arguments. If IANA determines that the submitted claim (s) has already been addressed and resolved in a prior arbitration case, the claim (s) will be dismissed and the precedent in the former proceeding will be sent to the Moving and Responding Parties. The decision from the former proceeding will apply to the current claim(s).

The Moving and/or Responding Parties will then have 10 days to provide additional information on why either the precedent does not apply to its claim or why the precedent is in conflict with the language of the Agreement, upon which IANA will commence the arbitration process. **[Revised 08/26/13]**

9. The arbitration process will be commenced by IANA's transmittal of the Notice of Intent to Seek Arbitration and the required information and arguments to the appropriate individual in the Invoicing Party or Invoiced Party (Responding Party) organization designated to receive such Notice and information. The Responding Party will have 15 calendar days from the date of transmittal of the arbitration documents from IANA to respond. Upon receipt of the Responding

Exhibit D of the UIIA (continued)

Party's documents, the complete record will be transmitted by IANA to the arbitrators. Failure of the Responding Party to respond to the claim (s) within this timeframe will result in the arbitration panel rendering its decision based solely on the supporting documentation submitted by the Moving Party, along with the terms and conditions of the UIIA and/or the Providers' Addenda. **[Revised 08/26/13]**

10. The arbitration panel will have 45 days from the date the information and arguments submitted by the Parties are sent by IANA to render a written decision indicating the basis for its conclusions. Its findings will address the validity of the claims and the Party responsible for payment or satisfaction thereof. The determinations are to be based solely on the rules in the UIIA and the rules and charges in the Provider's Addendum.
11. If during an arbitration panel's deliberations it appears that further clarification or explanation is needed from a Party or the Parties, a conference call may be conducted with both Parties in the arbitration process participating in the call.
12. The decision of the arbitration panel will be transmitted to IANA which will, in turn, forward the decision to the Parties by e-mail, facsimile, or overnight mail. The decision of the arbitration panel is final and no appeal is permitted.
13. If any part of an invoice submitted for arbitration is not disputed that part must be timely paid and cannot be withheld during the arbitration process. In response to the arbitration panel's decision, order of reimbursement, payment or cancellation of the invoice must occur within 15 days from the date of receipt of the arbitrators' decision. **[Revised 05/12/10]**
14. The cost of the filing fee is assessed against the Party against whom the arbitrators' decision is rendered. Should the filing fee have been paid by the prevailing party, it is entitled to reimbursement by the losing party.
15. 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. The Provider and Motor Carrier, nevertheless, retain all their rights and remedies for the enforcement of the binding arbitration decision. **[Revised 04/14/11]**
16. Initiation of the arbitration process by a Motor Carrier does not preclude a 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 Provider's Addendum. **[Revised 09/01/09]**
17. Invoices submitted for arbitration must arise on or after the announced effective date of the implementation of the program, which is August 1, 2008. **[Revised 04/14/11]**
18. Except for the decision by the arbitration panel, all documents, including e-mails, and oral and written communications generated under the Binding Arbitration Process and/or submitted by the Invoicing Party and Invoiced Party are confidential, and will not be released by IANA to any other person without the express written consent of all Parties to the arbitration. **[Revised 04/14/11]**