

February 14, 2025

Transmitted Via E-mail

TO: UIIA Participants
FROM: Debbie Sasko
VP, Information Services
RE: Proposed Modification to UII Agreement

In accordance with Appendix I, Section V, of the UIIA, all participants are hereby notified of proposed modifications approved by the Intermodal Interchange Executive Committee (IIEC) during its meeting held on February 6, 2025. The proposed revisions impact the following provisions of the UIIA:

- **Section E.6. - Free Days, Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage Charges, Items E.6.e. and E.6.f.**
- **Section H. – Default Dispute Resolution Process and Binding Arbitration Processes, Items H.1, H.3. and H.4.**
- **Exhibit D – Binding Arbitration Guidelines**
- **New Supplement to Exhibit D**

For your convenience, the proposed revisions to the above sections are shown on the following pages along with an explanation of the intent of the proposed modifications. 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 or by USPS to the address shown below. **All comment submissions on the proposed revisions must be received by Tuesday, March 18, 2025, in order to be considered.** The effective date of these revisions will not be before April 7, 2025. Thank you.

Marc Blubaugh, IANA General Counsel
c/o Debbie Sasko, VP Information Services
11785 Beltsville Drive, Suite 1100
Calverton, MD 20705-4048

cc: Anne Reinke, IIEC Chair and President/CEO, IANA
Rob Cannizzaro, COO, IANA
Marc Blubaugh, IANA General Counsel

Proposed Revisions to the UIIA Approved at the February 6, 2025 IIEC Meeting

Revisions noted in “red”/deletions with strikethroughs – all changes highlighted

- Section E.6. – Free Days, Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage Charges, Items E.6.e. and E.6.f.** - Provides further clarity of the responsibilities of the Equipment Provider when invoicing the Motor Carrier and the Motor Carrier when disputing the charges with the Equipment Provider.
 - Provider shall provide the Motor Carrier **evidence documentation** as is reasonably necessary to support its invoice **(e.g. EIRs or other electronic equivalents)**.
 - Motor Carrier shall respond in writing to Provider’s invoices within thirty (30) **calendar** days, documenting with appropriate evidence **reasonably necessary to support** its disagreement with any of Provider’s invoices it believes to be incorrect.
- Section H. – Default Dispute Resolution and Binding Arbitration Processes, Items H.1, H.3. and H.4** – Modify to incorporate the new Supplement to Exhibit D.

Section 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 **any of the types of charges identified in the Supplement to Exhibit D. Per Diem, maintenance and repair or Equipment use/rental charges,** the following default dispute resolution process will apply: **[Revised 05/01/17]**

Invoiced Party shall advise Invoicing Party in writing of any disputed items on invoices within **thirty (30) calendar** 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 **thirty (30) calendar** days of receipt of Invoiced Party’s notice with its decision to accept or deny the Invoiced Party’s dispute. The Invoiced Party will have **fourteen (14) calendar** ~~15~~ days from the date of the Invoicing Party’s response to either pay the claim(s) or seek arbitration **unless the Parties otherwise agree to suspend this time period for up to thirty (30) calendar days in order to allow the Parties to resolve the dispute.** Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges as required by the Terms of this Agreement. **[Revised 06/13/16]**

Section H.3.

Should Invoiced Party fail to dispute an invoice relating to **any of the types of charges identified in the Supplement to Exhibit D Per Diem, maintenance and repair or Equipment use/rental charges** within **thirty (30) calendar** days after receipt of the invoice, the Invoiced Party will lose any further right to dispute the invoice under the Invoicing Party’s initial dispute process, or in absence of a dispute resolution process in the Provider’s Addendum, the default dispute resolution process in Section H.1. Further, the Invoiced Party, upon failing to dispute the invoice or seek arbitration within the prescribed timeframe, immediately will be responsible for payment thereof to the Invoicing Party and will lose its right to pursue binding arbitration under Exhibit D of the Agreement or assert any other defense against the invoice. **[Revised 05/01/17]**

Section H.4.

Should the Invoicing Party fail to respond to the Invoiced Party’s dispute of an invoice relating to **any of the types of charges identified in the Supplement to Exhibit D Per Diem, maintenance and repair or Equipment use/rental charges** within the established timeframes in the Provider’s Addendum, or in absence of a dispute resolution process in the Provider’s Addendum, the default dispute resolution process in Section H.1., the Invoicing Party will lose its right to collect such charges and its ability to pursue binding arbitration under Exhibit D of the Agreement.

- Exhibit D – Binding Arbitration Guidelines** – The entire exhibit has been revised and reorganized to provide more clarity on 1) which party has the burden of proof in disputes that arise when the party billed is not the actual interchange party, 2) harmonizes references to the various “Parties” referenced in Exhibit D, and 3) incorporates the new Supplement to Exhibit D of the UIIA that expands the types of charges acceptable under the binding arbitration process.
 - This **binding arbitration** process is **exclusively administered by IANA and governs applicable for** disputed transactions **between Parties** relating to **the types of charges identified in the Supplement to Exhibit D but may involve any amount in controversy.** ~~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).~~
 - ~~Disputes handled under the arbitration process will be mandatory and binding upon the Parties. The arbitration process will be administered exclusively by IANA.~~
 - ~~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.~~

Exhibit D, Binding Arbitration Guidelines, cont'd

~~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.~~

2. 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.

~~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.~~

~~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.~~

37. The Party initiating the arbitration process (the "Moving Party") against another Party (the "Responding Party") will be initiated by the Invoiced Party or the Invoicing Party (Moving Party) shall pay to IANA the designated filing fee and shall submit by the filing of a "Notice of Intent to Seek Arbitration" and accompanied by evidence information and arguments supporting the Moving Party's position, dispute including evidence that the applicable dispute resolution process has had been followed, as set forth under Section H.1. (collectively, the "Moving Party's Position"). The Moving Party has the initial burden of proof to establish the Moving Party's Position, including whether or not it was a Party to the Interchange in question. The Moving Party's Position Such Notice and required information may be submitted to IANA electronically, 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.

48. IANA shall will review the Notice of Intent to Seek Arbitration Moving Party's Position, 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) shall will be dismissed and the precedent in the former proceeding will shall be sent to the Moving and Responding Parties. The decision from the former proceeding will shall apply to the current claim(s). The Moving and/or Responding Parties will shall then have fourteen (14) ten (10) calendar 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 UIIA Agreement, upon which IANA will shall commence the arbitration process.

50. The Parties shall each have the opportunity to establish their respective positions relating to a given dispute as follows:

~~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.~~

a) IANA shall promptly transmit the Moving Party's Position to the Responding Party.

b) The Responding Party may submit evidence and arguments (the "Responding Party's Position") to IANA in response to the Moving Party's Position within will have fourteen (14) five (5) calendar days from the date on which IANA transmits of the Moving Party's Position. IANA shall then promptly transmit the Responding Party's Position to the Moving Party. ~~transmittal of the arbitration documents from IANA to respond.~~

c) ~~Upon receipt of the Responding Party's documents, a copy will be provided to the Moving Party. The Moving Party may then submit to IANA any additional evidence or arguments in reply to the Responding Party's Position within Upon receipt of the Responding Party's initial response, the Moving Party will have seven (7) five (5) calendar business days. to submit any additional comments. IANA shall promptly transmit any such submission by the Responding Party.~~

d) ~~Such comments will be provided to the Responding Party, and~~ The Responding Party will may then submit to IANA any additional evidence or arguments in support of Responding Party's Position within have seven (7) five (5) calendar business days. IANA shall promptly transmit any such submission to the Moving Party, but IANA shall not accept any further submissions by either Party.

The record of the Parties' respective positions shall be deemed complete upon the expiration of the time periods above, regardless of whether or not a Party has submitted any further evidence or arguments, to provide a final response. A copy of the Responding Party's final response will be provided to the Moving Party, after which, no further comments will be accepted unless additional information is requested by the arbitration panel in accordance with Section D.11. The complete record will then be transmitted by IANA to the arbitrators. Failure of either Party to submit comments or information pursuant to the timelines above will not preclude the claim from being forwarded to the arbitration panel for review and determination.

6. IANA shall appoint a two-member arbitration panel to arbitrate the dispute. The panel shall 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 the dispute, a decision shall 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]

~~740.~~ The arbitration panel ~~will shall~~ have ~~forty-five (45) calendar~~ days from the date ~~on which IANA transmits the complete record to them in order~~ the information and arguments submitted by the Parties are sent by IANA to render a written decision indicating the basis for its conclusions. Arbitrators have broad discretion, and their findings ~~will shall~~ address the ~~merits validity~~ of the Parties' ~~respective claims arguments~~ and ~~identify~~ the Party, ~~if any~~, responsible for payment or satisfaction thereof. The determinations are to be based solely on the specific facts and circumstances associated with the claim, the ~~evidence documentation~~ provided by the Parties, the ~~language rules~~ in the UIIA and the ~~language rules~~ and charges in the Provider's Addendum.

~~844.~~ If during an arbitration panel's deliberations, it appears that further clarification or explanation is needed from a Party or the Parties, the panel may request that IANA obtain such additional information from the Parties via e-mail. The Party to whom the panel's request is directed ~~will shall~~ have ~~seven (7) five (5) calendar business~~ days to respond. Upon receipt of the response, any additional information ~~will shall~~ be forwarded to the other Party, and that Party ~~will shall~~ have ~~seven (7) five (5) calendar business~~ days to provide additional ~~information, comments,~~ after which no further ~~comments submissions will shall~~ be accepted, and IANA ~~will shall~~ transmit the information submitted by both Parties to the arbitration panel. Requests for additional information may extend the ~~time afforded for the~~ arbitration panel's decision for up to ~~fourteen (14) ten (10) calendar business~~ days.

~~942.~~ The decision of the arbitration panel ~~will shall~~ be transmitted to IANA which ~~will shall~~, 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. ~~The arbitrators shall award the amount of the filing fee to the prevailing Party as part of their decision. The Parties must comply with the decision by paying amounts due or canceling invoices within fourteen (14) fifteen (15) calendar days from the date of receipt of the arbitrators' decision.~~

~~1043.~~ 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.~~

~~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.~~

~~1145.~~ Once the arbitration process has been initiated, no suspension, cancellation, termination or any type of interruption of a Party's ~~Motor Carrier's~~ interchange privileges ~~related to~~ for the ~~disputed~~ claims may occur. The Parties' ~~Provider and Motor Carrier,~~ nevertheless, retain all their rights and remedies for the enforcement of the binding arbitration decision.

~~46.~~ 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.

~~1247.~~ Invoices submitted for arbitration ~~of types of charges (other than those for Per Diem, maintenance and repair, and Equipment use/rental charges) identified on the Supplement to Exhibit D~~ must arise on or after ~~the announced effective date of the implementation of the program, which is August 1, 2008~~ ~~[Insert date on which modification to UIIA is approved].~~

~~1348.~~ Except for the decision by the arbitration panel, all documents, including e-mails, and oral and written communications ~~submitted or~~ generated under the Binding Arbitration Process ~~and/or submitted by the Invoicing Party and Invoiced Party~~ are confidential, and ~~will shall~~ not be released by IANA to any other person without the express written consent of all Parties to the arbitration.

4. **New Supplement to Exhibit D** – New exhibit that identifies the types of charges that are acceptable under the binding arbitration process. (See following page)

Supplement to Exhibit D

Added: TBD

Types of Charges Acceptable for Binding Arbitration

Admin. Fee for Failure to Provide Notice of Accident
Adverse Movement Fee
Chassis Provision Charge
Crossover Fee
Equipment Cleaning Fee
Equipment Use/Rental Charges
Lost/Stolen DRV Charges
Maintenance & Repair Charges
Mis-Delivery Fees
Misuse Fees
Non-Origination Fee
Out of Service Reimbursement Fee
Per Diem Charges
Refrigerated Equipment Refueling Fees
Removal of Hazardous/Municipal Waste Fee
Street Turn Fee
Storage Charges
Surcharge for Breach of Addendum Terms
Surcharge for Equipment Interchanged to Incorrect Party
Surcharge for Failure to Respond to Equipment Deposition Request