

April 17, 2024

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 April 3rd/4th, 2024. The proposed revisions impact the following provisions of the UIIA:

- Administrative Procedures
 - Section I. Administration and Implementation, Item D.
 - Section VIII. Compliance with the Agreement, Items C., D. and E.

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 Friday, May 17, 2024, in order to be considered.** The effective date of these revisions will not be before June 3, 2024.

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

Please note that the IIEC continues to work on potential revisions to the UIIA relative to the FMC's final rule on Demurrage and Detention billing. Thank you.

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

Proposed Revisions to the UIIA Approved at the April 3rd/4th, 2024 IIEC Meeting

Revisions noted in “red”/deletions with strikethroughs

1. **Administrative Procedures of the UIIA, Section I. Administration and Implementation, Item D.** – Clarifies that only voting members or alternates designated in the absence of a voting member can make or second motions on items voted on by the Committee.

*“The Committee shall consist of a minimum of two representatives from each mode representing Motor, Ocean and Rail Carriers participating in the Agreement, with an equal representation of each mode. In addition, one representative and two alternates from Equipment Leasing Companies participating in the Agreement will also serve on the Committee. Each alternate shall participate in Committee meetings and serve as a voting member in the absence of a principal representative. In such absence, the modal voting members shall select the alternate who will act as the voting representative. Representatives and alternates must be from companies that are current signatories to the Agreement. **Only a voting member or an alternate who has been designated as a voting member by their mode are eligible to make and second motions on items that will be voted on by the Committee.** Attendance at meetings is limited to voting members and alternates. If Committee members wish to have an industry representative invited to attend a meeting in an advisory capacity, the majority of the Committee must approve of this invitation prior to it being delivered.*

2. **Administrative Procedures, Section VIII. Compliance with the Agreement** - Clarifies the process when this provision of the UIIA is invoked by a signatory to the UIIA.

A. *Parties to this Agreement agree to be bound by the provisions of the UIIA, including its Exhibits, and subsequent amendments and/or revisions of that Agreement, and any addendum thereto, that does not conflict with the terms of this Agreement.*

B. *Parties to this Agreement are bound to comply with binding arbitration case decisions rendered under the terms of Exhibit D of the UIIA. A Party's non-compliance with an arbitration decision is a violation of this Agreement.*

C. *Except as otherwise provided in Section VIII.D, Parties that violate the provisions of this Agreement may face cancellation of their participation in the UIIA as described below.*

1. *A Party may notify IANA in writing that another Party has violated the Agreement, identifying the specific provision of the Agreement that has been violated and providing any evidence supporting a finding that the violation occurred.*

2. *IANA shall notify the Party allegedly in violation of the Agreement that it is the subject of an alleged violation of the Agreement and shall include with this Notice all information and evidence submitted by the Party that notified IANA of the alleged violation. IANA shall further request that the accused Party correct any violation of the Agreement and notify IANA within ten (10) business days from receipt of the Notice from IANA regarding whether the Party disputes the alleged violation or has cured the violation.*

3. *After the expiration of the time period in Section C.2, IANA shall provide to the Committee all information received by the two involved Parties. The Committee shall evaluate whether a violation of the Agreement has occurred. If a violation has occurred, the Committee may cancel a Party's participation in the Agreement upon a three-fourths vote of the entire Committee.*

4. *If the Committee votes to cancel a Party's participation in the Agreement, IANA shall provide written Notice of the cancellation to the cancelled Party. Cancellation of the Party's participation shall occur at 17:00 p.m. (local time), three business days from the date of the Notice sent advising the Party of the Committee's decision to cancel its UIIA participation. IANA shall provide Notice of the cancellation to all participants to the Agreement on the same date that the Party being cancelled is notified.*

5. *Upon the request of a cancelled Party, the Committee will review the request and consider reinstatement of the Party as a participant to the UIIA upon a three-fourths vote of the entire Committee.*

~~C. Violations to this Agreement, upon verification by IANA, will be reported to the Party committing the violation, in writing via registered overnight mail and to the e-mail address of record for that Party, by the Chairman of the IIEC, with a request to correct the action(s) that are not in compliance. The Party in violation will be given ten (10) business days from the date of IANA's notice to refute or correct the action.~~

~~D. Parties that violate the provisions of this Agreement may face cancellation of their participation in the UIIA. In these instances, the determination to cancel participation in the UIIA will be decided by a three-fourths majority vote of the Committee. Should cancellation occur, notice will be provided to the Party, y via registered overnight mail and to the e-mail address of record for that Party within three (3) business days of the Committee's decision on this matter. Cancelled parties will be reinstated by a simple majority vote of the Committee upon determination that the violation which gave rise to the cancellation has been cured.~~

D. *Alleged violations of related to commercial terms issues contained within in a Provider's Addendum shall will be handled directly between the Parties in accordance with the terms of the Agreement and the Provider's Addendum and are outside the scope of Section VIII.*