

June 30, 2025

Transmitted Via E-mail

"IMPORTANT"
OFFICIAL NOTIFICATION

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 June 24, 2025. A summary of the proposed changes is shown below:

- **Changes to reflect "Calendar" Days in the UIIA** - Modify the references to "day" within the UIIA to be "calendar" days for consistency. This also includes modifying current timeframes that reference five (5) days to seven (7) calendar days, ten (10) and (15) fifteen days to fourteen (14) calendar days. Note that this change impacts multiple sections within the UIIA wherever the term "days" is referenced. In addition, references to timeframes that are currently three (3) days or less within the UIIA and associated with interchange suspension notifications will remain "business" days to accommodate for weekends and holidays for these types of notifications.
- **Use of "Approved Estimate" for Billing for Repairs –**
 - a) Modify Section B. Definition of Terms, New Item B.4. to introduce a new definition for "Approved Estimate" that identifies it is a notice that provides the EP's authorization for repairs to equipment for a specific cost.
 - b) Revised Section E.3. Damage, Item E.3.a.(2) to provide the option for an EP to use an "Approved Estimate" or repair bill to bill for repairs to equipment. In addition, the proposed revision clarifies that once the Motor Carrier pays the amount of the approved estimate or repair bill, their obligation is completed under the terms of the UIIA, and they are not responsible for any additional charges related to the repair.
- **Administrative Procedures, Section VIII., Item C.(5) – Compliance with the Agreement –** Modify language to add an administrative fee of \$399.00 that would be incurred by Parties that have their UIIA participation cancelled by the Intermodal Interchange Executive Committee (IIEC) and later request reinstatement of their account once the reported violation has been corrected.

For your convenience, the proposed revisions to the above sections are shown on the following pages. 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 Wednesday, July 30, 2025, in order to be considered.** The effective date of these revisions will not be before August 25, 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
Marc Blubaugh, IANA General Counsel

Proposed Revisions to the UIIA Approved at the June 24, 2025 IIEC Meeting

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

1. **Changes to Reflect “Calendar” Days Throughout the UIIA** - Revises multiple sections throughout the UIIA to change to “calendar” days within the UIIA for consistency and housekeeping edits to reflect timeframes spelled out along with number of days. Lastly, change timeframes to be consistent with calendar days revising five (5) days to (7)

➤ **Participating Party Signature Page**

*This Agreement shall be effective unless cancelled in writing, by mutual consent of the Parties, or by any Party upon thirty (30) **calendar** days prior Notice to the other Party. A copy of the required Notice must be provided to the President of IANA at the time it is issued.*

➤ **Section E.1., Item C – Equipment Return**

*Provider may add or delete satellite locations to its listing by giving fourteen (14) **calendar** days written notice to IANA.*

➤ **Section E.2., Item C(1). – Lost, Stolen or Destroyed Equipment**

*Motor Carrier shall promptly notify Provider when Equipment is lost, stolen, or Destroyed. Provider shall within thirty (30) **calendar** 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 **thirty** (30) **calendar** days of the date of such written statement.*

➤ **Section E.3., Item C(1). – Equipment Damage**

*Standard Gate System (manned) or Interchange between Motor Carriers: Invoices for repair of Damages must be issued no later than **one-hundred and sixty-five** (165) **calendar** days from the date of Interchange at the time the Damage was documented.*

➤ **Section E.3., Item C(2). – Equipment Damage**

*Gate transactions using Recorded Images: Invoices for repair of Damages must be issued no later than **one-hundred and twenty** (120) **calendar** days from the date of Interchange at the time the Damage was documented.*

➤ **Section E.3., Item C(3). – Equipment Damage**

*Invoices for repairs made during the Interchange Period must be issued no later than **ninety** (90) **calendar** days from the date of the repair. Provider may, in its Addendum, adopt a shorter billing timeframe, which is no less than **forty-five** (45) **calendar** days, and applies to both the Motor Carrier and Provider.*

➤ **Section E.3., Item C(4). – Equipment Damage**

The above timeframes shall not apply with respect to any Equipment that has been placed on hold at the request of any of the Parties because the Equipment was involved in an incident that could give rise to a claim or litigation. The applicable timeframe shall begin to run from the date on which all Parties agree to release the Equipment for repair.

*In the event that the circumstances referred to in this situation arise and a hold is placed by Provider, upon receiving notice of the damage, the Provider will give notice to the interchanging Motor Carrier that such damages have occurred and that a hold has been placed on the repair. Failure to give such notice within **forty-five** (45) **calendar** days of the Equipment being placed on hold will void the right of the Provider to invoice for such repairs.*

➤ **Section E.6., Item C. - Free Days, Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage Charges**

*Provider shall invoice Motor Carrier for Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage charges within sixty (60) **calendar** days from the date on which Equipment was returned to Provider by Motor Carrier. If Motor Carrier is not invoiced within the established timeframe, the right of the Provider to recover such charges will be lost.*

*Should Provider invoice the incorrect party, Provider may invoice the interchanging Motor Carrier within thirty (30) **calendar** days from the date the incorrect party disputes the charges with Provider or within the original sixty (60) **calendar** day deadline, whichever is later. The preceding sentence only applies as long as the Provider issues such invoice to the interchanging Motor Carrier within ninety (90) **calendar** days from the date on which Equipment was returned.*

➤ **Section F.6., Item D. – Insurance**

*IANA shall receive a minimum of thirty (30) **calendar** days advance Notice of cancellation of any insurance coverage set forth in Section F.6. of the Agreement in addition to any insurance coverage required in the Provider's Addendum, unless such cancellation is due to non-payment of premium in which case a minimum of **fourteen (14) calendar** ~~ten (10)~~ days advance Notice of cancellation is required.*

➤ **Section G.14., Item A. – Notices**

*The Provider agrees to provide **fourteen (14) calendar** ~~ten (10)~~ days written Notice to the Motor Carrier of any changes to the terms or conditions of its Agreement Addendum. The effective date of any change shall be no less than thirty (30) **calendar** days from the date of notification to Motor Carrier.*

➤ **Section G.16. – Term**

*Term: This Agreement shall be effective for a period of one year from its execution and shall continue in effect thereafter for consecutive one year terms unless cancelled in writing, by consent of the Parties, or by any Party upon thirty (30) **calendar** days prior Notice to the other Party or to the President of IANA.*

➤ **Section J. – Agreement Effective Date**

A Party's signature on the Preamble or Participating Party signature page to the UIIA binds that Party to the terms and conditions of the Agreement and all Providers' Addenda, and any subsequent amendments and/or revisions to the Agreement and any Providers' Addenda. The effective date of participation in the Agreement, including any Providers' Addenda, is the date of execution by the Party entered on the Preamble or Participating Party Agreement signature page and is contingent upon acceptance of this document by IANA.

*This Agreement and all Providers' Addenda shall be effective unless cancelled in writing, by mutual consent of the Parties, or by any Party upon thirty (30) **calendar** days prior Notice to the other Party. A copy of the required written Notice must be provided to the President of IANA at the time it is issued.*

➤ **Admin. Procedures – Section I. Administration and Implementation, Item F.**

*Items to be included on the agenda for any regularly scheduled meeting of the Committee must be provided, in writing, to the Chairperson, at least forty-five (45) **calendar** days in advance of the meeting date. Agenda items received less than **forty-five (45) calendar** days prior to a regularly scheduled Committee meeting, will be placed on the Agenda under Other Business, and will be discussed, time permitting.*

➤ **Admin. Procedures – Section I. Administration and Implementation, Item G.(4)**

*Committee members will be provided with the meeting Agenda and appropriate backup materials, at least thirty (30) **calendar** days in advance of any regularly scheduled meeting.*

➤ **Admin. Procedures – Section II. Review Procedures for New or Revised Providers Addenda, Item A.**

*A new or existing Provider shall submit Addendum language to the Chairperson of the Committee. Addendum language that only modifies an existing economic term becomes effective without review no less than thirty (30) **calendar** days from the date when notification of the new or revised Addendum language is provided to the Motor Carrier except that, if the modification decreases the economic impact on the Motor Carrier, the*

modification may be effective earlier at the Provider's discretion. Within **fourteen (14) calendar** ~~ten (10) business~~ days after receipt of any other new or revised Addendum language, the Chairperson shall forward, through e-mail, a copy of the proposed Addendum language and an initial evaluation by IANA staff of the conformance of such language with the Agreement to Committee members representing the affected mode(s). Any economic terms shall be deleted from the Addendum before forwarding to the Committee members.

➤ **Admin. Procedures – Section II. Review Procedures for New or Revised Providers Addenda, Item B.**

The receiving modal Committee members shall review the proposed Addendum language to determine whether the language is inconsistent with or conflicts with the existing provisions of the Agreement. The Addendum language is approved unless a modal Committee member notifies the Chairperson of the Committee in writing, within **fourteen (14)** ~~fifteen (15) calendar~~ ~~business~~ days of receiving the Addendum language, that the condition above exists. If such notice is provided, an initial conference call of the modal IIEC members will be scheduled within **fourteen (14) calendar** ~~ten (10) business~~ days of the close of the comment period. The purpose of the conference call will be for the modal IIEC members to discuss the concerns raised during the modal review of the proposed language and prior to a summary of these comments being provided to the Provider.

After the conference call of the modal IIEC members concludes, a subsequent conference call among all modal Committee members conducting the review, the Provider submitting the Addendum language in question, and a designated IANA staff member shall be held within **fourteen (14) calendar** ~~ten (10) business~~ days. The purpose of this subsequent conference call shall be to discuss whether the condition above exists.

➤ **Admin. Procedures – Section II. Review Procedures for New or Revised Providers Addenda, Item E.**

In any event, the effective date of any approved Addendum shall be no less than thirty (30) **calendar** days from the date when notification of the new or revised Addendum language is provided to the Motor Carrier.

➤ **Admin. Procedures – Section III. Requests for Interpretations of Agreement Provisions, Item A.**

Requests for interpretations of the Agreement shall be handled initially by informal ruling of the Chairperson in consultation with Committee members representing the industry segments involved. IANA's General Counsel will serve as legal advisor for such consultations. Such interpretations shall be limited to applicability or consistency with existing provisions in the Agreement and/or Provider's Addenda.

The Party seeking an interpretation shall submit its request in writing to the Chairperson of the Committee, who within seven (7) **calendar** ~~working~~ days of receipt, shall send a copy to any other party involved in [the particular instance prompting] or known to support the request. Such party shall submit to the Chairperson within seven (7) **calendar** ~~working~~ days a statement of its position on the matter. The Chairperson shall disseminate both the original request for interpretation and any statements provided by other parties to Committee members representing the involved industry Parties within **seven (7) calendar** ~~five (5) working~~ days of receipt. The modal Committee members shall provide the Chairperson with their comments regarding the request for interpretation within **fourteen (14) calendar** ~~ten (10) working~~ days from receipt of information provided by Chairperson.

➤ **Admin. Procedures – Section III. Requests for Interpretations of Agreement Provisions, Item B.**

The Chairperson shall promptly advise the Party(ies) by facsimile or mail, of the modal Committee members' action on the requested interpretation within **seven (7) calendar** ~~five (5) working~~ days. Should the interpretation rendered by the modal Committee members following consideration and determination not be agreed with by the Party(ies) participating in the requested changes or modification, or commenting on the proposed language, such Party(ies), upon a demonstration of new information or previous information not considered or other provisions in the Agreement supporting the proposed language or changes, may request an interpretation by the full Committee. The Committee shall within **fourteen (14) calendar** ~~fifteen (15) working~~ days of request either (1) confirm the determination of the Chairperson and the modal representatives who made the initial interpretation, (2) render a revised interpretation, or (3) decline further comment because good cause has not been shown for reconsidering the initial interpretation.

➤ **Admin. Procedures – Section V. Notice of Proposed Modifications to the Agreement & Comment Process, Item A.**

If the Committee votes to propose modifications to the Agreement, the Chairperson shall provide Notice in writing and by posting on IANA website within **fourteen (14) calendar** ~~ten (10) working~~ days of the Committee vote, of the proposed language and effective date of the modifications to all Participants in the Agreement. UIIA Participants

shall have thirty (30) **calendar** days from the date of this notification to provide comments on the proposed change. Comments must be submitted in writing to the Chairperson, who shall transmit the comments to the full Committee for consideration within **fourteen (14) calendar** ~~ten (10) working~~ days after the close of the thirty (30) **calendar** day comment period. The Committee shall consider comments, if received, and vote to approve the proposed modification(s) within **fourteen (14) calendar** ~~fifteen (15) working~~ days from receipt of comments provided by Chairperson. If a proposed change to the Agreement is not approved by a three-fourths (3/4's) majority vote of those Committee members in attendance at which a quorum is present, the proposed modification will fail.

Notice of the Committee's final decision will be provided to all Parties within **seven (7) calendar** ~~five (5) working~~ days from the close of the period to receive comments from the Committee and the proposed effective date of any changes shall not be less than **fourteen (14) calendar** ~~fifteen (15)~~ days from this date of notification.

➤ **Admin. Procedures – Section V. Notice of Proposed Modifications to the Agreement & Comment Process, Item B.**

Staff will review existing Addenda for consistency with the approved modification(s). If changes are required, the Parties must do so within **thirty (30) calendar** days of this notice of that requirement, and submit the revised Addenda to IANA.

➤ **Admin. Procedures – Section VI. Prerequisites for Participation, Item B.**

Parties to this Agreement shall maintain electronic communications capabilities on a **twenty-four (24)** hour per day, **seven (7) calendar** days per week, basis. Failure to provide such communication capabilities can result in the cancellation of this Agreement and related Addendum/Addenda.

➤ **Admin. Procedures – Section VIII. Compliance with the Agreement – Item C.(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 **fourteen (14) calendar** ~~ten (10) business~~ days from receipt of the Notice from IANA regarding whether the Party disputes the alleged violation or has cured the violation.

2. **Use of Approved Estimates for Billing of Repairs –** Modify language under Section B. Definition of Terms to add a new definition for "Approved Estimate" and revise language under Section E.3.a.(2) to allow EPs the option to use an "Approved Estimate" or repair bill for billing of repairs. In addition, clarify that Motor Carrier's obligations under the terms of the UIIA are completed once the amount under the repair bill or approved estimate is paid and they are not responsible for any addl. charges related to the repair.

➤ **Section B. Definition of Terms, Item B.4.**

Approved Estimate: A Notice containing Provider's authorization of detailed repairs to Equipment for a specific cost.

➤ **Section E.3. Damage, Item E.3.a.(b)**

Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession.

1) A Provider will determine the Motor Carrier that it will invoice for Damage to Equipment that occurred during the Interchange Period.

2) ~~To be valid, Repair invoices or Approved Estimates must detail the repairs performed done or approved and, in the case of repairs actually performed, include a copy of the actual repair bill upon which the invoice is based and, in any event, include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location, and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of a gate transaction using Recorded Images such documentation must include images depicting the condition of the Equipment at the time of that Interchange. Once the Motor Carrier pays a repair invoice or Approved Estimate, the Motor Carrier is fully released from and discharged of any obligation to pay any additional charge related to the repair.~~

3. **Administrative Procedures, Section VIII., Item C.5. – Compliance with the Agreement** – Modify language to add an administrative fee of \$399.00 that would be incurred by Parties that have their UIIA participation cancelled by the Intermodal Interchange Executive Committee (IIEC) and later request reinstatement of their account once the reported violation has been corrected.

➤ **Section VIII. Compliance with the Agreement, Item C.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 **and subject to payment of an administrative fee as decided by IANA.***