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**A program of the Intermodal Association of North America**

July 5, 2022

**Transmitted Via E-mail**

TO: UIIA Participants  
FROM: Debbie Sasko  
AVP, Information Services  
RE: Modifications to UII Agreement

A memo was sent to all UIIA participants on May 10, 2022 advising that the Intermodal Interchange Executive Committee (IIEC) had proposed revisions to Section E.1.e. of the UIIA. The proposed revisions are to clarify that nothing in Section E.1. of the UIIA precludes a Motor Carrier from being compensated or receiving additional free time when requested by the EP to return equipment to a satellite location. The proposed language also ensures that all UIIA participants follow the standard industry practice in these situations where both parties are willing to have a reasonable discussion on whether additional compensation or free time is warranted based on the specific circumstances surrounding the return of the equipment to a satellite location.

In accordance with Appendix I, Section V. of the Agreement, all UIIA participants were provided with a thirty-day comment period on the proposed revisions during which comments were received from seven UIIA MC participants. These comments were forwarded to the Committee for review and consideration. Upon review of the comments, the Committee voted unanimously to move forward with the following modifications to Section E.1.e., as originally adopted by the Committee at the May 3<sup>rd</sup> IIEC meeting.

**Section E.1. Equipment Return, Item E.1.e.** (Note: Revisions noted in red and highlighted)

*When the Provider requests the Motor Carrier to return Equipment to a satellite location, the Parties are required to have a reasonable discussion regarding whether additional compensation or free time will be extended to the Motor Carrier. 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. The specific terms of the compensation for services rendered or additional free time in these circumstances is outside the scope of this Agreement and shall be determined between the Motor Carrier and the Provider.*

**In accordance with Section V.A. of the Administrative Procedures, the effective date of this revision will be July 20, 2022.** A full copy of the revised UIIA, which includes the above revision is available at [www.uiia.org](http://www.uiia.org). Questions regarding the above information should be directed to Debbie Sasko via e-mail at [debbie.sasko@intermodal.org](mailto:debbie.sasko@intermodal.org). Thank you.

Attachment

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