Developed By:
The Intermodal Interchange Executive Committee

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UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT (U I I A)

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Table of Contents

	Page Number
Participating Party Signature Page	
Section A. Purpose	1
Section B. Definitions of Terms	1-2
Section C Premise Access	2-3
Section D Equipment Interchange	3-4
➢ D.1. - Notification of Equipment Availability	3
➢ D.2. - Equipment Interchange Receipts	3
➢ D.3. - Equipment Condition	3-4
Section E Equipment Use	4-8
➢ E.1 – Equipment Return	4-5
➢ E.2 - Lost, Stolen or Destroyed Equipment	5
➢ E.3 – Damage to Equipment	5-6
➢ E.4 – Tires	6-7
➢ E.5 – Disposal of Dunnage	7
➢ E.6 – Free Days, Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage Charges	7
➢ E.7 - Accidents	8
Section F Liability, Indemnity and Insurance	8-9
➢ F.1 - Fines and Citations	8
➢ F.2 - Independent Contractors Status	8
➢ F.3 - Interchange of Equipment by Motor Carrier to Another Party	8
➢ F.4 - Indemnity	8
➢ F.5 - Notice of Filed Claims	8-9
➢ F.6 - Insurance	9
➢ F.7 - Provider – Obtaining Evidence of Insurance	9
Section G General Terms	9-12
➢ G.1 – Entire Agreement	9-10
➢ G.2 - Headings	10
➢ G.3 – Waiver	10
➢ G.4 - Material Breach	10
➢ G.5 - Assignment	10
➢ G.6 – No Third Party Beneficiaries	10
➢ G.7 – Governing Law	10
➢ G.8 – Venue	10-11
➢ G.9 – Severability	11
➢ G.10 – Survival	11
➢ G.11 – Compliance With the Law	11
➢ G.12 – Force Majeure	11
➢ G.13 – Attorney's Fees	11
➢ G.14 – Notices	11
➢ G.15 – Multiple Counterparts	11
➢ G.16 – Term	11-12

Table of Contents (continued)

	Page Number
Section H - Default Dispute Resolution & Binding Arbitration Processes	12-13
Section I - Execution Clause	13
Section J - Agreement Effective Date	13
Appendix I Administrative Procedures	14-19
➢ Section I - Administration and Implementation	14-15
➢ Section II - Review Procedures for New or Revised Providers Addenda	15-16
➢ Section III - Requests for Interpretation of Agreement Provisions	16
➢ Section IV - Requests for Modifications to the Agreement	17
➢ Section V - Notice of Proposed Modifications to the Agreement and Comment Process	17
➢ Section VI - Prerequisites for Participation	17-18
➢ Section VII - Party's Right to Terminate Participation	18
➢ Section VIII – Compliance with the Agreement	18-19
Exhibits to the UIIA	
➢ Exhibit A – Motor Carrier Pre-trip inspection	20
➢ Exhibit B - Equipment Owner Responsibility Items Relating to Repairs Resulting from Normal Wear and Tear	21
➢ Exhibit C - Motor Carrier Responsibility Items Relating to Repairs During Interchange Period	22
➢ Supplement to Exhibit C – Tire Marking and Photo Requirements/Criteria	23
➢ Exhibit D – Binding Arbitration Process Guidelines	24-25
➢ Supplement to Exhibit D	26
Provider Addendum Template	27

UNIFORM INTERMODAL INTERCHANGE
AND FACILITIES ACCESS AGREEMENT

A. Purpose

The Parties to this Agreement hereby acknowledge their respective responsibilities in one Party's access to the Premises of the other for the purpose of interchanging intermodal transportation Equipment and further establish the terms and conditions under which such intermodal Equipment will be used.

B. Definition of Terms

1. Actual Cash Value: Replacement cost less depreciation as referred to on Equipment Owners' or Providers' Books.

2. Addendum/Addenda: Providers' schedule of economic and commercial terms not appropriate for inclusion in the uniform Agreement and other terms and conditions of Equipment use. **[Revised 04/11/07]**

3. Agreement: This Agreement or amendments thereto and Addendum/Addenda.

4. Approved Estimate: A Notice containing Provider's authorization of detailed repairs to Equipment for a specific cost. **[Added 09/01/25]**

5. Chassis: A steel frame equipped with wheels, landing gear, and kingpin assembly with locking devices for securing and transporting a container as a wheeled vehicle**. [Revised: 06/08/15]**

6. Chassis Use/Rental Charge: Daily charge to be paid for use of chassis, as agreed to by the Parties. **[Revised 01/17/12]**

7. Container: An intermodal cargo carrying device capable of road transport when mounted on a chassis or other suitable device. **[Revised 11/18/09]**

8. Container Use Charge: Daily charge to be paid for use of Containers, as agreed to by the Parties. **[Revised 06/10/12]**

9. Contamination: Damage resulting from release of a hazardous material or other substance in Equipment which prevents subsequent use of the Equipment without removal of the material or substance. **[Revised 10/22/04]**

10. Damage: Any condition that prevents the intended use of the Equipment including those conditions described in Exhibit C; and Exhibit B that are not a result of normal Wear & Tear. **[Revised 02/10/14]**

11. Defect: Any condition (including dents, scrapes, cuts or missing items) that may, or may not, require the repair, replacement or renewal of items, but does not prevent the intended use of the Equipment. **[Revised 09/01/09]**

12. Destroyed: Where the reasonable and customary cost to repair Equipment exceeds its Actual Cash Value or depreciated replacement value**. [Revised 07/25/07]**

13. Equipment: Equipment commonly used in the road transport of intermodal freight including, trailers, chassis, containers and associated devices, but excluding tractors. **[Revised 11/18/09]**

14. Equipment Owner: The holder of actual or beneficial title to the Equipment, regardless of the form of the title. **[Revised 04/11/07]**

15. Equipment Interchange Receipt (EIR): A document confirming the interchange of Equipment between Parties to this Agreement, or their agents. The physical condition of the Equipment may be described by either Party within the EIR or via Recorded **I**mages taken at the time of Interchange. **[Revised 04/11/07]**

16. Facility Operator: Party whose Premises are accessed for the purpose of effecting an interchange between signatories to this Agreement. **[Revised 02/24/06]**

17. Indemnitees: Provider, Equipment Owner and/or Facility Operator, as their interest may appear.

18. Interchange: The transfer of physical possession of Equipment under the Agreement.

19. Interchange Period: The period, commencing upon Interchange to Motor Carrier and concluding upon Interchange to Provider, or another Motor Carrier that is authorized for Interchange by that Provider. **[06/13/16]**.

20. Motor Carrier: The Party being granted access to the Provider's facilities and/or having physical possession of the Equipment for the purpose of road transport or its designated agent or contractor.

21. Notice: A communication**,** including invoices, between Parties of this Agreement required by the terms of the Agreement. **[Revised 05/22/19]**

22. Parties: The Provider, Motor Carrier and/or Facility Operator who are signatories to this Agreement. **[Revised 02/24/06]**

23. Per Diem: Charge to be paid when intermodal Equipment is not returned by the end of the allowable free time to its origin or to another location, as specified by the Provider, or at the discretion of Provider, is Interchanged to another Motor Carrier. A charge meeting the foregoing description constitutes Per Diem under this Agreement whether or not it is referred to as Per Diem, a detention charge, or otherwise. **[Revised 08/01/18]**

24. Premises: The property operated by Provider or Facility Operator for the purpose of Interchange. **[Revised 09/01/09]**

25. Provider: The Party or Parties authorizing delivery and/or receipt of physical possession of Equipment with a Motor Carrier. The Provider of the Chassis and Container may not necessarily be the same Party. **[Revised 06/08/15]**

26. Recorded Image: A date and time stamped electronic image, which depicts the physical condition of the Equipment. **[Revised 04/11/07]**

27. Storage/Ocean Demurrage: Charge to be paid when intermodal Equipment is stored on property**. [Revised 07/25/07]**

28. Wear and Tear: A loss or condition resulting from reasonable and normally anticipated use of Equipment that includes deterioration. Deterioration is defined as a loss or condition resulting from the passage of time, exposure to elements and the repetitive normal and customary use of Equipment. **[Revised 11/18/09].**

C. Premises Access

1. Provider and/or Facility Operator grants to Motor Carrier the right to enter upon its terminal facility for the sole purpose of completing an Interchange of Equipment.

2. Nothing in this Agreement shall preclude Provider or Facility Operator from refusing access to a Motor Carrier for good cause shown. Provider or Facility Operator shall exercise this right in good faith, providing to Motor Carrier advance Notice of pending

suspension of interchange privileges via e-mail through IANA. Except for a violation of Section G.11., such advance Notice shall be furnished to the Motor Carrier no less than three (3) business days prior to the suspension becoming effective and shall include the reason for the action and the Provider's contact information necessary for the Motor Carrier to resolve the issue. **[Revised 01/20/20]**

3. Notice of reinstatement of interchange privileges shall be submitted by the Provider to the Motor Carrier via e-mail through IANA. **[Added 01/20/20]**

D. Equipment Interchange

1. Notification of Equipment Availability

   a. If Provider and/or Facility Operator undertakes to notify Motor Carrier of Equipment availability, it represents that the Equipment will be available for Interchange when the Motor Carrier arrives. **[Revised 09/01/09]**

   b. Where it is notified, as provided herein, Motor Carrier must Interchange Equipment promptly upon notification. Motor Carrier will be responsible to Provider for the charges, as may be described in Provider's Addendum hereto, in the event Motor Carrier fails to remove Equipment during the free time provided in the Addendum.

2. Equipment Interchange Receipts

   a. At the time of Interchange, the Parties or their agents shall execute an Equipment Interchange Receipt and/or exchange an electronic receipt equivalent, which shall describe the Equipment and any Damage observable thereon at the time of Interchange, reasonable Wear and Tear excepted. The physical condition of the Equipment may be described by either Party within the EIR or via Recorded Images taken at the time of Interchange. **[Revised 05/12/10]**

   b. Use of electronic EIRs requires that the Provider or the Facility Operator provide an electronic system whereby the Motor Carrier may describe electronically, the condition of the Equipment at the time of Interchange, without substantially burdening the Motor Carrier's use of electronic EIRs at the same Premises, and that this information be incorporated as part of the electronic EIR. **[Revised 09/16/17]**

   c. Each Party shall be entitled to receive a copy and/or an electronic receipt equivalent of the Equipment Interchange Receipt as described in D.2.a above without charge. **[Revised 11/12/12]**

   d. If Recorded Images are taken at the time of Interchange, Damage will not be reported on ingate or outgate EIR. The words "Damage is captured on Recorded Images" will be printed on the Equipment Interchange Receipt. All such Recorded Images will be made available for each Party for a period of 1 year from Interchange without charge. **[Revised 11/12/12]**

3. Equipment Condition

   a. Warranty: **WHILE PARTIES MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE FITNESS OF THE EQUIPMENT, THEY RECOGNIZE AND AFFIRM THEIR RESPONSIBILITIES UNDER THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS ("FMCSRs") AND AGREE THAT THEY SHALL NOT INTERCHANGE EQUIPMENT UNLESS THEY HAVE COMPLIED WITH THE FMCSRs. [Revised 10/01/18)**

b. Motor Carriers will conduct a pre-trip inspection prior to departing with interchanged Equipment that will include those items set forth in Exhibit A to this Agreement. **[Item Re-numbered 10/01/18]**

c. Equipment controlled by Provider shall have a valid FMCSA inspection sticker. Provider will reinspect and recertify the Equipment, at Motor Carrier's request, if the existing inspection will expire during the Addendum free time period of the Motor Carrier's use. This provision is only applicable to the Provider of the Chassis. **[Revised 06/08/15]**

d. Motor Carrier will reinspect and recertify the Equipment if the existing inspection will expire prior to the Motor Carrier's return of the Equipment to the Provider. This provision is only applicable to the Provider of the Chassis. **[Revised 06/08/15]**

e. Motor Carrier will Interchange the Equipment to the Provider or another Motor Carrier that is authorized for Interchange by that Provider, in the same condition, reasonable Wear and Tear excepted. **[Revised 06/13/16]**

1) The responsibility for the repair and/or replacement of Equipment items during the Interchange Period are listed in Exhibits B and C of this Agreement. **[Revised 07/25/07]**

2) Motor Carrier and Provider will not issue an invoice for repair items equal to or less than $50 per unit per Interchange Period. Provider may, in its Addendum, adopt a different threshold amount as long as that amount is greater than $50 and applies to both Motor Carrier and Provider**. [Revised 07/25/07]**

E. Equipment Use

1. Equipment Return

a. The Motor Carrier shall use the Equipment for only the purposes for which it was interchanged, not authorize use by others, and promptly return the Equipment after its interchange purpose is complete. An Addendum to this Agreement does not constitute a separate bilateral equipment interchange agreement. **[Revised 01/03/23]**

b. Motor Carrier shall return the Equipment to the physical location at which the Equipment was received unless the Provider directs the Equipment to be returned to a satellite location**(s)** as specified in a notification from the Provider to Motor Carrier via internet posting or e-mail to return the Equipment to a Provider-designated satellite location, listed in IANA's Equipment Return Location Directory (ERLD). Satellite location(s) are facilities which are within the same local commercial territory and support operations of the Provider for the location from which the Equipment was originally received. Whenever a return location is changed, Provider must notify the Motor Carrier by e-mail by 16:00 p.m. local time the business day prior to the change becoming effective. Motor Carrier must furnish the Provider with e-mail addresses to be used for Motor Carrier notification when return locations are changed. **[Revised 01/03/23]**

c. Provider may add or delete satellite locations to its listing by giving fourteen (14) calendar days written notice to IANA. **[Revised 09/01/25]**

d. Should the notification required under subsection 1.b. above not be made one (1) business day prior to the effective date of the change, and the late notification delayed the Interchange of Equipment, then the Motor Carrier would be entitled to one (1) additional business day to return the Equipment. **[Added 02/08/16]**

e. 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 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. **[Revised: 07/20/22]**

f. Provider will notify the Motor Carrier electronically, at least once a month, of any outstanding Equipment that is shown on the Provider's books as being interchanged under the Motor Carrier's SCAC. Notice will be provided in a data file format and include equipment identification number and date of Interchange. Notice is provided for information only; errors or omissions in the content do not relieve the Parties of their respective Interchange obligations. **[Moved: 01/20/20]**

2. Lost, Stolen, or Destroyed Equipment **[Revised 01/03/23]**

a. In the event the Equipment is lost, stolen from, or Destroyed by Motor Carrier, the method of settlement shall be the Actual Cash Value or the depreciated replacement value, as agreed between the Parties. **[Revised 09/01/09]**

b. In the event Motor Carrier is compelled to compensate Provider for loss or damage to Equipment due to the acts of third parties, Provider will assign to Motor Carrier its rights against such third party upon receiving payment in full from Motor Carrier.

c. When Equipment is lost, stolen or Destroyed, the Motor Carrier and Provider will follow the notification and invoicing processes as set forth in the Provider's Addendum. If the Provider's Addendum does not contain notification and/or invoicing processes for lost, stolen, or Destroyed Equipment, the following will apply:

(i) 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. **[Revised 09/01/25]**

(ii) Provider shall not charge Per Diem for Equipment past the date of receipt of Motor Carrier's written notification to Provider that Equipment has been lost, stolen, or Destroyed. Motor Carrier shall provide to Provider a copy of the police report, if any, associated with the lost, stolen, or Destroyed Equipment if and when available. **[Added 05/01/20]**

3. Damage to Equipment

a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**

1) A Provider will determine the Motor Carrier that it will invoice for Damage to Equipment that occurred during the Interchange Period. **[Revised 01/01/18)**

2) Repair invoices or Approved Estimates must detail the repairs performed 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 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. **[Revised 09/01/25]**

b. Where the reasonable and customary cost to repair exceeds the casualty loss value as determined in Section E.2.a hereof, the Motor Carrier shall be obligated only for the lesser sum.

c. Parties shall invoice repair costs no later than the following timeframes: If Parties are not invoiced within the established timeframes, the right of the Invoicing Party to recover such charges will be lost: **[Revised 01/26/15]**

1) 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. **[Revised 09/01/25]**

2) 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. **[Revised 09/01/25]**

3) 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. **[Revised 09/01/25]**

4) 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. **[Revised 09/01/25]**

4. Tires

a. Repair of Damage to tires during Motor Carrier's possession is the sole responsibility of Motor Carrier**,** based on prevailing reasonable and customary repair costs and equipment use. **[Revised 09/01/09]**

b. Repair of tires unrelated to Damage occurring during Motor Carrier's possession is the sole responsibility of the Provider**,** based on prevailing reasonable and customary repair costs and equipment use. **[Revised 09/01/09]**

c. Photographic evidence shall be used for tire repair responsibility assignment. Photos of the tire will be produced by the road service provider based upon the stipulated

criteria set forth in the Supplement to Exhibit C, Tire Marking and Photo Requirements of the UIIA. **[Added 08/01/18]**

d. A Provider cannot require the Motor Carrier to return the physical carcass of a tire. **[Added 08/01/18]**

5. Disposal of Dunnage

   a. Motor Carrier shall return Equipment in a clean condition with all dunnage, bracing, contaminants and debris removed and the floor swept. This provision is only applicable to the Provider of the Container. **[Revised 05/01/20]**

6. Free Days**,** Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage Charges

   a. Interchange of Equipment is on a compensation basis. Provider may permit some period of uncompensated use and thereafter impose Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage charges, as set forth in its Addendum. **[Revised 01/17/12]**

   b. Motor Carrier shall be responsible for Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage charges set forth in the Addenda. **[Revised 01/17/12]**

   c. 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. **[Revised 09/01/25]**

      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. **[Revised 09/01/25]**

   d. Notwithstanding anything to the contrary in this Agreement, when a Motor Carrier disputes a Per Diem invoice on the basis that the amount due is greater than the amount that would otherwise be due under a separate third party agreement, the Motor Carrier must provide documentation supporting this claim, and the Provider shall not suspend the Motor Carrier's interchange privileges until the discrepancy has been resolved by the Provider. **[Revised 05/01/20]**

   e. Provider shall provide the Motor Carrier evidence as is reasonably necessary to support its invoice (e.g. EIRs or other electronic equivalents). **[Revised 04/28/25]**

   f. 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. **[Revised 04/28/25]**

   g. Motor Carrier will participate in good faith in Provider's established method of dispute resolution, as set forth in its Addendum.

7. Accidents

   Motor Carrier shall notify Provider via e-mail within 24 hours of any U.S. Department of Transportation reportable accident. Provider shall identify in its Addendum the designated e-mail address for such notification. **[Added 05/01/20]**

F. Liability, Indemnity, and Insurance

1. Fines, citations: Motor Carrier shall pay all fines arising out of its acts or omissions in the operation of Equipment during the Interchange Period.

   a. Motor Carrier will provide a corrected copy of Equipment-related citations to Provider upon completion of Interchange.

2. Independent contractor status: No Party or its agents is the employee or agent of any other Party.

3. If the Equipment is interchanged by Motor Carrier or is otherwise authorized by Motor Carrier to be in the possession of other parties, the Motor Carrier shall be responsible for the performance of all terms of this Agreement in the same manner as if the Equipment were in the possession of the Motor Carrier, unless the written or electronic consent of Provider has been obtained. **[Revised 06/13/16]**

4. Indemnity:

   a. Subject to the exceptions set forth in Subsection (b) below, Motor Carrier agrees to defend, hold harmless and fully indemnify the Indemnitees (without regard to whether the Indemnitees' liability is vicarious, implied in law, or as a result of the fault or negligence of the Indemnitees), against any and all claims, suits, loss, damage or liability, for bodily injury, death and/or property damage (other than cargo loss, damage, or delay unrelated to a commercial motor vehicle accident involving the Motor Carrier or theft of the cargo during the Interchange Period), including reasonable attorney fees and costs incurred in the defense against a claim or suit, or incurred because of the wrongful failure to defend against a claim or suit, or in enforcing subsection F.4 (collectively, the "Damages"), caused by or resulting from the Motor Carrier's: use or maintenance of the Equipment during an Interchange Period; and/or presence on the Facility Operator's premises. **[Revised 10/01/18]**

   b. Exceptions: The foregoing indemnity provision shall not apply to the extent Damages: (i) occur during the presence of the Motor Carrier on the Facility Operator's premises and are caused by or result from the negligent or intentional acts or omissions of the Indemnitees, their agents, employees, vendors or third party invitees (excluding Indemnitor); or (ii) are caused by or result from defects to the Equipment with respect to items other than those set forth in Exhibit A, unless such defects were caused by or resulted from the negligent or intentional acts or omissions of the Motor Carrier, its agents, employees, vendors, or subcontractors during the Interchange Period. **[Revised 1/17/05]**

5. Notice of Filed Claims:

   a. Motor Carrier shall promptly notify Provider, Equipment Owner and/or Facility Operator of any claim arising against Motor Carrier under Section F.4, and shall also advise Provider, Equipment Owner and/or Facility Operator at that time of the legal defense undertaken regarding that claim. Failure of the Motor Carrier to timely provide

such legal defense, and the undertaking of that legal defense by Provider, Equipment Owner and/or Facility Operator to protect such Party's respective interests, shall result in the Motor Carrier's bearing such reasonable attorney fees and costs incurred by the Provider, Equipment Owner and/or Facility Operator in providing such legal defense.

b. Provider, Equipment Owner and/or Facility Operator shall promptly notify Motor Carrier of any claim arising under Section F.4. which Provider, Equipment Owner and/or Facility Operator receives. Provider, Equipment Owner and/or Facility Operator shall not undertake any legal defense of or incur any legal expenses (including, but not limited to, accident investigation and reconstruction costs) pertaining to the claim submitted to the Motor Carrier, unless Motor Carrier fails to timely do so as provided in Section 5.a. **[Revised: 10/01/18]**

6. Insurance: To the extent permitted by law, Motor Carrier shall provide the following insurance coverages in fulfillment of its legal liability and obligations contained in this Agreement:

   a. A commercial automobile insurance policy with a combined single limit of $1,000,000 or greater, insuring all Equipment involved in Interchange including vehicles of its agents or contractors; said insurance policy shall be primary to any and all other applicable insurance and shall name the Provider as additional insured. The extent of Providers' additional insured status is limited to the provisions of Section F.4 hereof. **[Revised 09/01/09]**

   b. A commercial general liability policy with a combined single limit of $1,000,000 per occurrence or greater, of which no portion can be self-insured. **[Revised 04/11/07]**

   c. Motor Carrier shall have in effect, and attached to its commercial automobile liability policy, a Truckers Uniform Intermodal Interchange Endorsement (UIIE-1), which includes the coverages specified in Section F.4. Motor Carrier shall use endorsement form UIIE-1 (or other corresponding forms which do not differ from UIIE-1) in the most current form available to the insurance carrier. Evidence of the endorsement of the policy and the coverage required by this provision shall be provided to IANA by the insurance company.

   d. 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 days advance Notice of cancellation is required. **[Revised 09/01/25]**

   e. The foregoing insurance requirements do not in any way limit the Motor Carrier's liability under this Agreement. **[Added 02/09/22]**

7. The Provider agrees that it will obtain all information concerning Motor Carrier Certificates of Insurance from the Intermodal Association of North America, and that additional evidence of insurance will not be requested from Motor Carrier Participants.

G. General Terms

1. Entire Agreement: This Agreement, including its Addendum, but only to extent that its terms do not conflict with this Agreement, contain the entire Agreement between the Parties hereto. This Agreement supersedes all prior agreements and understandings, oral or written, if any, between the Parties except as contained herein. No modification or

amendment of any of the terms, conditions or provisions herein may be made otherwise than by written Agreement signed by the Parties.

This Agreement shall apply to all Interchanges of Equipment between the Parties unless it is superseded in whole by a separate bilateral written equipment interchange agreement. **[Revised 05/22/19]**

2. Headings: The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

3. Waiver: The terms or conditions of this Agreement may be waived at any time by the Party entitled to the benefit thereof, but no such waiver shall be effective unless the same is in writing and no such waiver shall affect or impair the right of the waiving Party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or of any other term or condition hereof. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement by either Party.

4. Material Breach: If it is determined that, at the time of Interchange, the Motor Carrier was not insured in accordance with Section F.6. of this Agreement, the Motor Carrier shall have been in material breach of this Agreement and the Agreement shall, subject to the survivability provisions hereof, terminate immediately pursuant to Section G.16.

   With the exception of Section G.4., no breach of this Agreement, either by an individual Motor Carrier or by an individual Provider/Facility Operator, shall affect the rights and obligations of that Motor Carrier or Provider/Facility Operator with all other Parties hereto.

5. Assignment: No Party shall assign this Agreement or any part hereof without the written consent of the other Parties provided that no such consent shall be required in the event of Provider's assignment to a successor-in-interest as a result of a merger or sale of substantially all of Provider's assets.

   Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assign.

6. No Third Party Beneficiaries: Except as expressly provided herein, nothing in this Agreement shall entitle any person other than the Parties or their respective successors and mutually accepted assigns to any claim, cause of action, remedy or right of any kind. **[Revised 04/11/07]**

7. Governing Law: The laws of the state of Maryland, the location at the principal place of business of the Intermodal Association of North America shall govern the validity, construction, enforcement and interpretation of this Agreement without regard to conflicts of law principles.

8. Venue: Any action which may be brought to enforce or interpret this Agreement shall be brought in a trial court of competent jurisdiction as follows:

   a. As to questions of interpretation or enforcement of the Agreement, at the location of the principal place of business of the Intermodal Association of North America;
   b. As to questions of indemnification under the Agreement at the situs of the transaction giving rise to the requested indemnification;
   c. As to monetary obligations between the Parties by reason of Equipment usage charges at the situs of the transaction giving rise to the requested damages;

d. As to monetary damages between the Parties arising out of physical damage to or loss of Equipment, at the situs at which the Equipment was last interchanged prior to such loss or damage.

9. Severability: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or enforceability shall not change or invalidate any other provisions hereof.

10. Survival: Cancellation of this Agreement notwithstanding, Motor Carrier shall remain obligated to return Equipment provided hereunder and otherwise perform its obligations outstanding at the time of cancellation.

11. Compliance with the Law: The Parties shall obey all applicable federal, state and local laws, rules and regulations including those pertaining to the transportation of hazardous material. **[Revised 08/26/13]**

12. Force Majeure: In the event the Motor Carrier is unable to Interchange Equipment to Provider within the free time as specified in Provider's Addendum, or Provider's applicable Tariff, as a result of Acts of God, war, insurrections, strikes, fire, flood or any like causes beyond the Motor Carrier's control, the Motor Carrier shall be exempted from the Per Diem charges to the extent of, and for the duration of, the condition that prevented the redelivery of the Equipment. **[Revised 09/13/04]**

13. Attorney's Fees: Should any action be brought by either Party to enforce or for the breach of any other terms, covenants or conditions of this Agreement, either Party shall be entitled, if it shall prevail, to recover reasonable attorneys' fees together with the cost of the suit therein incurred.

14. Notices:

a. The Provider agrees to provide fourteen (14) calendar 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. **[Revised 09/01/25]**

b. All Notices required under this Agreement shall be in writing and sent via e-mail properly addressed to the individual shown in the UIIA subscriber record. **[Revised 05/22/19]**

c. In the event it becomes necessary for the Provider to suspend a Motor Carrier's interchange privileges for non-payment of outstanding invoices, Provider shall notify Motor Carrier, via e-mail through IANA, no less than 3 business days prior to suspension, that unless the outstanding issue is resolved, suspension of interchange privileges may occur. The final notification shall include contact information necessary for the Motor Carrier to resolve the outstanding issue. **[Revised 01/20/20]**

(1) Notice of reinstatement of interchange privileges shall be submitted by the Provider to the Motor Carrier via e-mail through IANA. **[Added 01/20/20]**

15. Multiple Counterparts: The Agreement may be executed in a number of identical counterparts, each of which for all purposes is to be deemed an original, and all of which constitute, collectively, one Agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

16. 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. **[Revised 09/01/25]**

A Party whose participation in the Agreement has been cancelled for nonpayment of the IANA Administrative Service Fee may not assert any rights under this Agreement for any Interchange undertaken during the period of the cancellation.

The absence of insurance as required in Section F.6. hereof shall effect immediate cancellation of the Motor Carrier's rights under this Agreement until such time said requirements are again satisfied.

Notwithstanding any other provisions of this Agreement, the obligations and rights of the Parties under Section F.1, 4, 5, and 6 shall survive any cancellation of this Agreement.

H. Default Dispute Resolution and Binding Arbitration Processes

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., the following default dispute resolution process will apply: **[Revised 04/28/25]**

   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 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 04/28/25]**

2. Should no resolution be reached between the Parties for charges disputed within the applicable dispute resolution process, then the Parties will have the ability to submit the disputed charges for binding arbitration in accordance with Exhibit D of the Agreement. Prior to the commencement of binding arbitration, both Parties are expected to take every reasonable effort to resolve the dispute. Following the initiation of binding arbitration, the arbitration panel will determine the Party responsible for payment based on the specific facts and circumstances associated with the claim, the terms and conditions of the Agreement and the Provider's Addendum along with the supporting documentation presented by the involved Parties. **[Revised 01/03/23]**

3. Should Invoiced Party fail to dispute an invoice relating to any of the types of charges identified in the Supplement to Exhibit D 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 04/28/25]**

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 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. **[Revised [04/28/25]**

5. If any dispute between Invoiced Party and Invoicing Party has not been submitted to binding arbitration as described in this section, and in the event that charges have been verified by Invoicing Party and are again rejected and disputed by Invoiced Party for whatever reasons, Invoicing Party and Invoiced Party reserve their rights and remedies under the law regarding the payment of such charges. Further, the Parties may pursue any rights and remedies they may have under the law to enforce an award of the arbitrators made under this Agreement and Exhibit D, or under the terms of the Provider's Addendum. **[Revised 04/14/11]**

I. Execution Clause

This Agreement shall be binding upon all Parties, and of full force and effect, at the time of its signing by a duly authorized official of a Party and its acceptance by IANA. An authorized official's signing constitutes the executing Party's representation that the executor possesses such authorization.

J. Agreement Effective Date **(Revised 09/01/25)**

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.

ADMINISTRATIVE PROCEDURES

I. Administration and Implementation

A. The Intermodal Interchange Executive Committee (hereinafter called the "Committee"), a Standing Committee of the Intermodal Association of North America, is responsible for the administration and interpretation of the Agreement, and for the processing of changes and/or modifications to the Agreement. **[Revised 04/06/05]**

B. All proceedings of the IIEC are considered privileged and confidential. This would include but not be limited to: All documents and correspondence, written or electronic, relating to the administration of the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA) and specific discussions of the Committee in the course of administering the UIIA. **[Revised 08/26/13]**

C. The Chairperson of the Committee shall be the President of the Intermodal Association of North America, who shall serve without voting privilege. The President is responsible for the Administration and Management of IANA and the Agreement, as provided in IANA's bylaws.

1. IANA's sole responsibility is to accurately report any information, as provided, that is required for participation in this Agreement. **[Revised 04/20/09]**

D. 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. **[Revised 06/07/24]**

E. To conduct business under the IANA Agreement, a quorum shall consist of the Chairperson and at least two Committee representatives each from the Motor, Ocean and Rail modes and one Committee representative from the Equipment Leasing Company Providers. **[Revised 10/01/18]**

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. **[Revised 09/01/25]**

G. The duties of the Chairperson, shall consist of the following:

1. The Chairperson shall be responsible for the day-to-day management of the Interchange program, including marketing and promoting the Agreement among the various segments of the industry; retaining the originals of the signed Uniform

Intermodal Interchange and Facilities Access Agreements or amendments thereof; and exchanging information with Committee members concerning new signatories.

2. The Chairperson shall maintain a current list of the Parties to the Agreement and shall periodically identify newly terminated participants.

3. The Chairperson shall disseminate pertinent information on participating Motor Carriers to Providers in a method mutually agreed to by Providers and the IANA. Entry by new participants to the Agreement shall become effective on the date the Agreement is accepted by the Chairperson as being in compliance.

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. **[Revised 09/01/25]**

H. In the absence of a definitive process within these Administrative Procedures, all meetings shall be conducted in accordance with Roberts Rules of Order. **[Revised 04/06/05]**

II. Review Procedures for New or Revised Providers Addenda

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 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. **[Revised 09/01/25]**

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) calendar 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 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. **[Revised 09/1/25]**

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 days. The purpose of this subsequent conference call shall be to discuss whether the condition above exists. **[Revised 09/01/25]**

C. At the close of the conference call, and after the Provider is excused, the designated IANA staff member participating in the conference call shall take a vote of the reviewing modal Committee members as to whether the Addendum language is inconsistent with or conflicts with the existing provisions of the Agreement. The number of Committee

members voting on behalf of each mode shall be equal and no greater than the number of participants attending the call from any single mode. The proposed Addendum language is approved only if a majority of the modal Committee members vote that the condition above does not exist. Otherwise, a review of the Addendum language and a vote on the same shall be placed on the agenda for the next Committee meeting. At the Committee meeting, the proposed Addendum is approved only if a majority of the Committee members vote that the condition above does not exist. **[Revised 12/11//23]**

D. If the Addendum is not approved, the Provider shall be promptly notified of the basis for the Committee's vote and shall be invited to propose any modification to the Agreement or the Addendum Template that the Provider requests the Committee to consider at the next Committee meeting. **[Added 01/20/20]**

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. **[Revised 09/01/25]**

III. Requests for Interpretation of Agreement Provisions

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. **[Revised 04/20/09]**

The Party seeking an interpretation shall submit its request in writing to the Chairperson of the Committee, who within seven (7) calendar 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 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 days of receipt. The modal Committee members shall provide the Chairperson with their comments regarding the request for interpretation within fourteen (14) calendar days from receipt of information provided by Chairperson. **[Revised 09/01/25]**

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 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 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. **[Revised 09/01/25]**

C. In cases of interpretations which affect Parties other than those involved in a particular request, or whose outcome involves a substantive change in the terms of the Agreement, the Chairperson shall prepare and serve Notice thereof on all Parties via first class U.S. mail.

IV. Requests for Modifications to the Agreement.

A. The full Committee shall be responsible for considering requests for changes to the Agreement. Such requests shall be submitted in writing to the Chairperson and may be filed by any Party that is a participant in the Agreement. The Chairperson shall transmit the request to the full Committee for consideration at its next scheduled meeting. **[Revised 04/11/07]**

B. The Committee shall consider requests for modification at the next scheduled meeting of the Committee at which a quorum is present and promptly advise petitioner of its decision and reason(s) for that action. A proposed change to the Agreement will require a three-fourths (3/4's) majority vote of those Committee members in attendance at which a quorum is present. **[Revised 05/12/10]**

V. Notice of Proposed Modifications to the Agreement and Comment Process

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 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 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 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. **[Revised 09/01/25]**

Notice of the Committee's final decision will be provided to all Parties within seven (7) calendar 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 days from this date of notification. **[Revised 09/01/25]**

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. **[Revised 09/01/25]**

VI. Prerequisites for Participation

A. Parties seeking to participate in this Agreement must first provide to IANA, its officially-registered Standard Carrier Alpha Code (SCAC) as issued by the National Motor Freight Traffic Association, the cost of which shall be borne by the prospective Agreement participant. Failure of the participant to maintain its officially-registered SCAC shall constitute grounds for immediate cancellation of its participation in the Agreement and related Addendum/Addenda.

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. **[Revised 09/01/25]**

C. Upon demand, Motor Carrier shall furnish to the Intermodal Association of North America (IANA), the insurance policies required under this Agreement and/or any participating

Equipment Provider's Addendum. Failure of the Motor Carrier to furnish said policy(ies) on demand shall constitute a breach of this Agreement, and shall be cause for immediate cancellation of the Motor Carrier's Agreement.

D. Companies "Doing Business As" another entity will be listed in the UIIA database and in other appropriate documents, by the company name as placarded and/or stenciled on the interchange Equipment. Certificates of insurance must clearly identify said company as having all insurance coverages as required under the Agreement and/or any participating Providers' Addenda. **[Revised 09/01/09]**

E. Motor Carriers must maintain a US DOT Number and, if applicable, an active Motor Carrier operating authority number (MC Number). **[Revised 05/12/10]**

VII. Party's Right to Terminate Participation

A. Any party desiring to terminate participation in this Agreement, as subsequently revised or supplemented, shall so notify the Chairperson, in writing, by Certified mail, prior to the effective date of the modification. The absence of such notification will constitute acknowledgement of the Party's intent to continue to participate in the revised or supplemented Agreement.

VIII. Compliance with the Agreement **[Revised 09/01/25]**

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 fourteen (14) calendar 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. If the Party allegedly in violation of the Agreement fails to respond to IANA's request, that Party's participation in the Agreement shall be automatically cancelled effective three (3) business days after the expiration of the time period identified in Section C.2. Otherwise, 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. **[Revised 05/05/26]**

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 and subject to payment of an administrative fee as decided by IANA except that if a Party has already had its participation cancelled in the past twelve (12) months, that Party may only be reinstated upon a unanimous vote of the entire Committee. **[Revised 05/05/26]**

D. Alleged violations of commercial terms contained in a Provider's Addendum shall 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.

Agreement Last Revised: June 18, 2026

EXHIBITS TO THE

UNIFORM INTERMODAL

INTERCHANGE AND FACILITIES

ACCESS AGREEMENT

(UIIA)

Exhibit A to UIIA
Motor Carrier Pre-Trip Inspection
As referenced in Sections D.3.b. and F.4.b.
(Added to UIIA 1/17/08, Last Revised 05/22/19)

The following list sets forth those items, which the Motor Carrier has responsibility for visually or audibly checking prior to use of the Equipment:

1. Chassis Twist Locks and Safety Latches – (Check that twist locks and safety latches are engaged and properly secured.)

2. Slider Pins – (Check that slider pins are engaged for all sliding chassis.)

3. Bolsters (Check that bolsters are not bent and the container can be secured properly.)

4. Landing Legs (Check that Landing legs are in 90 degree position and they move up and down properly.)

5. Sand Shoes (Check that sand shoes or dolly wheels are attached to landing legs and secure.)

6. Crank Handles (Check that handle is attached, secure and operable to move landing legs up and down.)

7. Mud Flaps – (Check that mud flaps are whole and properly secured.)

8. Tires (Check that the following conditions are **not** present.)

    a. Tire is flat, underinflated or has noticeable (e.g., can be heard or felt) leak.
    b. Any tire with excessive wear (2/32nds or less thread depth), visually observable bump, or knot apparently related to tread or sidewall separation.
    c. Tire is mounted or inflated so that it comes in contact with any part of the vehicle. (This includes any tire contacting its mate in a dual set.)
    d. Seventy-five percent or more of the tread width is loose or missing in excess of 12 inches (30cm) in circumference.

9. Rims (Check that rims are not cracked and/or bent.)

10. Rear Underride Guard (“DOT Bumper”) (Check that Guard is in place and not bent under the frame.)

11. Electrical Wiring/Lights – (Check that lights are in working order.)

12. Reflectors/Conspicuity Treatments (Check for reflector lenses and presence of conspicuity tape or bar on the 3 visual sides of the chassis.)

13. Brake Lines, Including Air Hoses and Glad Hands – (Check for audible air leaks and proper pressurization only.)

14. Current License Plate (Check to see that it is affixed to equipment.)

15. Proper Display of Hazardous Cargo Placards, In Accordance with Shipping Papers

16. Display of Current Non-expired Federal Placards or Stickers (Check to see that it is affixed to equipment.)

The above Motor Carrier Pre-Trip Inspection does not include the responsibility to identify latent defects unless caused by or resulting from the negligent or intentional acts or omissions of the Motor Carrier, its agents, employees, vendors or subcontractors during the Interchange Period. **[Revised 10/01/18]**

Exhibit B to UIIA
Provider Responsibility
(added to UIIA on 07/25/07, Last Revised 10/01/18)

Axles
Batteries, broken
Battery box covers
Brake adjustments on trailers or chassis (1)
Brake and brake component repairs (2)
Container or Closed Trailer, roof bows
Container or Trailer, caulking/sealing of existing patches & seams
Container or Trailer, interior lining and interior posts
Container securement device handles
Conspicuity treatment
Dolly axle, wheels and sand shoes
Dolly crank handle, replacement
Door locking bar handles and tie-backs
Electrical connector socket, cleaning, adjustment and replacement
Fasteners, component, bolts, rivets, welds
Floor or decking (3)
Gladhands, replacement or repair
Hub assembly due to insufficient lubrication
Inspections, FMCSA and BIT
Landing gear, interior components and operating cross shaft
Lift pads
Lights
Manifest box
Markings, initial and number
Mud flaps and brackets
Refrigeration/Heating unit repairs including cabinet doors
Registration papers, application
Roll-up doors
Safety latches
Side doors
Sign boards
Sliding Tandem removable locking bars
Tank container components
Tires and Tubes, renewals, repairs or replacement
Trailer/Chassis locking assemblies
Trailer crossmembers, Damage (4)
Vehicle license plates, application

(1) Not equipped with automatic slack adjusters
(2) Except servicing due to accumulation of ice and snow
(3) Damage caused during cargo loading/unloading operations excluded from Motor Carrier responsibility.
(4) Damage to the first three crossmembers located behind the grid section of trailers not originally equipped with grid extension plate.

A repair made to any item listed in Exhibit B is the responsibility of the Provider unless the repair made is a result of damage that occurred during the Interchange Period.

Exhibit C to UIIA
Motor Carrier Responsibility during the Interchange Period
(Added to UIIA on 07/25/07, Last Revised 05/22/19)

Tires

Tire sidewall, shoulder and/or tread cut/punctured/damaged exposing belt material

Slid Flat Damage to tire and/or tube - removal of tread or rubber to 2/32 inches of remaining tread depth or less in the affected area (flat spot) while the remaining unaffected tread depth is more than 4/32 inches.

Run Flat Damage to tire and/or tube

Missing Tire, tube or rim

Removable Items
Missing chains, binders and cables
Missing tarpaulins and securements
Missing tarpaulins bows
Missing rear header bar
Missing bulkhead

Cut or Torn (through the thickness of metal)
Metal door, gate, sheet, post, crossmember, brace or support
DOT Underride Guard

Bent (where proper operation or function of unit is impaired)
Metal door, gate, sheet, post, crossmember, brace or support
DOT Underride Guard that is bent three inches or more under the frame

Missing Items
DOT Underride Guard
Door or Gate
Removable side or section
Refrigeration unit parts

Interior
Interior not free of dunnage, bracing and/or debris
Contamination

Other - Correction of temporary repairs

Citations - Citations associated with the use of Equipment may be rebilled from the Provider to the Motor Carrier

The foregoing list does not include Defects as defined in Section B, Definitions of Terms.

Supplement to Exhibit C of the UIIA

Tire Marking and Photo Requirements/Criteria
(Added 08/01/18, Revised 06/18/26)

Photo Requirements for Each Tire Repair/Replacement

- **Tire Marking:**
  - The defective tires must be marked with chalk on the sidewall (not within the tread). Stickers are not acceptable.
- **Photo Resolution:**
  - Photos must be taken at a minimum resolution of 1 megapixel (1MP) to adequately document evidence of damage or defect.
- **Required Photos:**
  - **Wide-angle View:**
    - Capture the entire tire, **while mounted on the equipment if possible, and** clearly showing the following chalk markings:
      - Chassis (alpha prefix and numbers)
      - Container (alpha prefix and numbers)
      - Date of repair
      - Cause of Failure or "Why Made" Code
      - Wheel position
  - **Tread Depth Measurements:**
    - Required for "slick tread" (09) and "slid flat" (34) codes.
  - **Close-up of Damage:**
    - Provide a close-up photo at a 45-degree angle to clearly show the specific damage or defect.
  - **DOT Numbers:**
    - Photos of the manufacturer's DOT ID number and the latest Re-capper DOT ID number (chalked over) are required.
  - **Special Cases:**
    - For blister (11) and channel cracks/dry rot (17), take photos while the tire is mounted and inflated.
    - Photos of run flat (13) code should be taken after tire is dismounted from the rim and additional photos taken of the inner liner. **Additional inner liner photos are supplemental but not required unless exterior photos are inconclusive.**
- **Additional Notes:**
  - The above criteria apply to road service providers performing marking and photo documentation. **Motor carriers may also supply clear and directly related supporting photographic evidence that can be used alongside provider photos for validation.**
  - **If photographic evidence indicates cause of failure, it is considered sufficient documentation regardless of the "Why Made" code marked on the tire.**
  - **This photographic evidence process is designed to validate the cause of failure and to determine the responsible party, eliminating the need to return the tire carcass.**

EXHIBIT D TO THE UIIA
BINDING ARBITRATION PROCESS GUIDELINES
(Added to UIIA on 8/1/08)
(Last Revised 4/28/25)

1. This binding arbitration process is exclusively administered by IANA and governs disputed transactions between Parties relating to the types of charges identified in the Supplement to Exhibit D but may involve any amount in controversy. **[Revised 04/28/25]**

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.

3. The Party initiating the arbitration process (the "Moving Party") against another Party (the "Responding Party") shall pay to IANA the designated filing fee and shall submit a "Notice of Intent to Seek Arbitration" accompanied by evidence and arguments supporting the Moving Party's position, including evidence that the applicable dispute resolution process has 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 may be submitted to IANA electronically **[Revised 04/28/25]**

4. IANA shall review the Moving Party's Position. If IANA determines that the submitted claim(s) has already been addressed and resolved in a prior arbitration case, the claim(s) shall be dismissed and the precedent in the former proceeding shall be sent to the Parties. The decision from the former proceeding shall apply to the current claim(s). The Parties shall then have fourteen (14) 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, upon which IANA shall commence the arbitration process. **[Revised 04/28/25]**

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

   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 fourteen (14) calendar days from the date on which IANA transmits the Moving Party's Position. IANA shall then promptly transmit the Responding Party's Position to the Moving Party.

   c) The Moving Party may then submit to IANA any additional evidence or arguments in reply to the Responding Party's Position within seven (7) calendar days. IANA shall promptly transmit any such submission by the Responding Party.

   d) The Responding Party may then submit to IANA any additional evidence or arguments in support of Responding Party's Position within seven (7) calendar 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. **[Revised 04/28/25]**

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.

7. The arbitration panel shall have forty-five (45) calendar days from the date on which IANA transmits the complete record to them in order to render a written decision indicating the basis for its conclusions. Arbitrators have broad discretion, and their findings shall address the merits of the Parties' respective 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 provided by the Parties, the language in the UIIA and the language and charges in the Provider's Addendum. **[Revised 04/28/25]**

8. 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 shall have seven (7) calendar days to respond. Upon receipt of the response, any additional information shall be forwarded to the other Party, and that Party shall have seven (7) calendar days to provide additional information, after which no further submissions shall be accepted, and IANA 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) calendar days. **[Revised 04/28/25]**

9. The decision of the arbitration panel shall be transmitted to IANA which shall, in turn, forward the decision to the Parties by e-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) calendar days from the date of receipt of the arbitrators' decision. **[Revised 04/28/25]**

10. 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. **[Revised 04/28/25]**

11. Once the arbitration process has been initiated, no suspension, cancellation, termination or any type of interruption of a Party's interchange privileges related to claims may occur. The Parties', nevertheless, retain all their rights and remedies for the enforcement of the binding arbitration decision. **[Revised 04/28/25]**

    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 or the Provider's Addendum. **[Revised 09/01/09]**

12. 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 April 28, 2025. **[Revised 04/28/25]**

13. 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 are confidential, and **shall** not be released by IANA to any other person without the express written consent of all Parties to the arbitration. **[Revised 04/28/25]**

Supplement to Exhibit D of the UIIA
Added to the UIIA 04/28/25

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

UIIA Addenda Template

Listed below is the universe of economic issues that the Intermodal Interchange Executive Committee has approved for inclusion in each participating Provider's Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA).

Providers who subscribe to this Agreement will utilize this template in creating their individual Addenda. They are not required, nor are they expected, to utilize every component listed below in creating their proprietary Addendum. For example, certain of the Addendum template provisions are more germane to rail-truck Interchange than water carrier-truck Interchange, and vice-versa.

The Parties may not use this Addendum to obviate or undermine the intent of the Agreement. For example, the Agreement contemplates certain reimbursements for the cost of repairs. The Parties may agree to limit the potential cost of those repairs, but such limitations may not be so restrictive that they would virtually eliminate responsibility for reimbursement.

It will be impermissible for Provider Agreement subscribers unilaterally to add other provisions to their individual Addendum to this Agreement. Requests for addition(s) to the universe of economic issues that can be utilized in an Addendum to this Agreement shall be submitted to the Intermodal Interchange Executive Committee for consideration as set forth in Part II, Implementation, Review, Interpretation and Modification Procedures.

I. Notification and Free Time
- A. Start of Free Time
- B. Amount of Free Time
- C. Adjustments to Free Time (e.g., Weekends, Holidays, and Unroadworthy Equipment)
- D. Storage Charges Per 24-hour Period after Free Time Expiration

II. Equipment Use Charges
- A. Type of Equipment
- B. Rate Schedules
  - a. Equipment Use / Rental Charge
  - b. Per Diem
  - c. Fees for Non-Standard Use
    1. Empty to Empty
    2. Crossover
    3. Failure to File Crossover Interchange
    4. Hazardous / Municipal Waste
    5. Misuse
    6. Misdelivery (including Adverse Movements)
    7. Migration
    8. Genset Fueling
    9. Cleaning

III. Administrative Fees
- A. Credit Investigation for Self-Insured Motor Carrier
- B. Handling for Non-Per Diem Invoice Generation
- C. Reinstatement
- D. Request for Duplicate Interchange Documentation
- E. Street Turn
- F. Failure to Respond to Equipment Disposition
- G. Breach of Addendum Terms

IV. Process for Invoice Dispute Resolution

V. Processes for Equipment Damages and Repairs
- A. Determining Cost for Damage Repair
- B. Facilitating Repairs
- C. Determining Use Charges while Equipment is in Damaged Status

VI. Operational Processes
- A. Load/Weight Restrictions
- B. Ordinary Maintenance
- C. Equipment Involved in an Accident
- D. Genset, Refrigerated, Tank, or other Specialized Equipment
- E. Other Operational Processes without Additional Charges

VII. Provider Specific Requirements for Motor Carriers
- A. Safety Rating
- B. Financial Standing
- C. Driver Registration in IANA's Intermodal Driver Database
- D. Regulatory Compliance Procedures
- E. Facility Rule Compliance
- F. Carriage of Oversize or Out of Gauge Cargo

VIII. Lost, Stolen, or Destroyed Equipment
- A. Suspension of Per Diem
- B. Disposition of Destroyed Equipment
- C. Disposition of Recovered Equipment

IX. Insurance
- A. Amounts of Additional Required Coverage by Policy Type
- B. Limitations on Rating Level of Insurer
- C. Self-Insurance and Maximum Permissible Deductibles