

# Overview of Recent Revisions to the UIIA

## Administration of the UIIA

- **Intermodal Interchange Executive Committee (IIEC)**

- Ten-member group of industry representatives that oversees the administration of the UIIA.
- IIEC comprised of three voting members and three alternates from the Motor, Ocean and Rail modes as well as one voting member and two alternates from the Equipment Leasing Company sector.
- The consist of the Committee is reviewed on annual basis in the fourth quarter of each year by the IIEC Appointment Committee (IAC)
- IAC recommends any changes to the Committee membership.
- IANA Board of Directors is responsible for final appointment of IIEC members. This is done each year at the Board's January meeting.

## Administration of the UIIA

- **How are revisions to the UIIA determined?**
  - The Intermodal Interchange Executive Committee (IIEC) constantly reviews the UIIA document to determine if revisions are necessary to reflect current business practices in the industry.
  - Modifications to the Agreement require a three-fourth majority vote of the full IIEC Committee (8 of 10 primary voting members) to vote in favor of the proposed revision.
  - Proposed changes are sent to all UIIA participants for a thirty-day comment period.
  - At the close of this period, any adverse comments to the proposed revisions are forwarded to the IIEC for review and consideration before a final vote is taken on whether to proceed with the proposed modification.
  - Notification is sent out to all participants if the IIEC votes to move forward with the revision advising of the effective date of the new language.

## Administration of the UIIA

### • EP Addenda Revisions

- UIIA EPs may submit requests to amend their addenda to the UIIA.
- If the revision is related to commercial issues such as charges, this is outside the scope of the UIIA and not within the purview of the IIEC's review.
- Non-commercial EP addenda changes such as those related to processes are reviewed by the IIEC members representing the mode involved in the revision. For example, if an Ocean Carrier submits a request for modification, the proposed revision would be reviewed by the MC and Ocean Carrier IIEC members.
- Any modification to an EP's addendum does require thirty-day notice to the Motor Carriers.
- Should a MC not agree with the EP's modification it has the right to elect not to do business with the specific EP. The MC's insurance agent should remove the EP as additional insured from the MC's insurance policy so that their company no longer shows approved for the EP.

## Administration of the UIIA

- **Can a UIIA participant submit modifications to the UIIA?**
  - Any UIIA signatory may submit a request for a modification to the UIIA. The formal request must be submitted in writing and include:
    - Proposed language that the submitter wants the IIEC to consider.
    - Identify the purpose and intent of the proposed change.
  - Requests for modifications should be submitted via e-mail to [debbie.sasko@intermodal.org](mailto:debbie.sasko@intermodal.org).
  - Requests will be forwarded to the IIEC for review and consideration at its next meeting. The IIEC normally meets three times a year (February, May & October).
- **How can a UIIA participant become a representative on the IIEC?**
  - Interested parties should complete the IIEC Membership application form that can be found at [www.uiia.org](http://www.uiia.org) under the EP or MC dropdown menus. IIEC membership is reviewed on an annual basis during the fourth quarter of each year. The IIEC membership application identifies the qualifications that potential candidates must meet to be considered and also how the selection process is handled.

# Recent Revisions to the UIIA

## Recent UIIA Modifications – Effective May 22, 2019

- **Participating Party Signature Page and Section G.1. Entire Agreement**

- Modification to clarify that UIIA applies to both Carrier Haulage and Merchant Haulage equipment interchanges.

### **Revised Participating Signature Page:**

*The Party named below agrees that by executing the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA) it will be bound by the provisions of the UIIA, and subsequent amendments and/or revisions of that Agreement, and any addendum thereto, that does not conflict with the terms of this Agreement, which govern the interchange and use of Equipment in intermodal interchange service. The Provider named below agrees that in its interchange activities with Motor Carrier participants who are signatories to the Agreement, this Agreement will be the only Agreement it will use **and that this Agreement applies to all Interchanges of Equipment between the Parties**, unless superseded in whole by a separate bilateral written equipment interchange agreement.*

### **Revised Section G.1. Entire Agreement:**

*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.*

## Recent UIIA Modifications – Effective May 22, 2019 – cont'd

- **Definition of Terms, Section B.20. Notice and Section G.14.b. Notice**
  - Modifications establish new requirement that all notifications under the UIIA are to be sent electronically via e-mail and that invoices are considered a “notice” as defined under Section B.20.

### Revised Section B.20. Notice:

*Notice: A communication, **including invoices**, between Parties of this Agreement required by the terms of the Agreement.*

### Revised Section G.14.b. Notices:

**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.

### Note:

UIIA participants should ensure their contact details w/the UIIA are up-to-date. In addition, their mail server should accept mail from [system@letters.uiia.org](mailto:system@letters.uiia.org) and IP Address **167.89.93.122**



## Recent UIIA Modifications – Effective May 22, 2019 – cont'd

### • Exhibit C

- Modification to clarify the measurement of a bent underide guard must be three inches or more under the frame before it is considered a Motor Carrier's responsibility under Exhibit C. In addition, an administrative edit to correct the references to the term "Underide" so it is shown as one word versus two.

#### Revised Exhibit C:

- Cut or Torn (through the thickness of metal)
  - Metal door, gate, sheet, post, crossmember, brace or support
  - DOT Under**ride** Guard
- Bent (where proper operation or function of unit is impaired)
  - Metal door, gate, sheet, post, crossmember, brace or support
  - DOT Under**ride** Guard **that is bent three inches or more under the frame**
- Missing Items
  - DOT Under**ride** Guard
  - Door or Gate
  - Removable side or section
  - Refrigeration unit parts

# Recent UIIA Modifications – Effective July 1, 2019

- **Notification of Outstanding Interchanged Equipment**
  - **Section E.2. Lost, Stolen or Destroyed Equipment, New Item E.2.e. (later moved to Section E.1.f.)**
    - Introduces new requirement for EPs to notify Motor Carriers of outstanding interchanged equipment on a monthly basis.

## **New Section E.2.e. (now located under Section E.1.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.***

### **Note:**

Tool available within the UIIA application for EPs to upload Excel template of outstanding interchanged equipment by MC SCAC. The application will then generate an e-mail w/Excel attachment to MC.

## Recent UIIA Modifications – Effective January 20, 2020

- **New Process for Handling EP Suspension of MC Interchange Privileges – Section C. Premise Access and Section G.14. Notices**
  - **Revised Section C.2. and New Section C.3.**

### Section C.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.***

### New Section C.3.

***Notice of reinstatement of interchange privileges shall be submitted by the Provider to the Motor Carrier via e-mail through IANA.***

## Recent UIIA Modifications – Effective January 20, 2020 – cont'd

- **New Process for Handling EP Suspension of MC Interchange Privileges – Section C. Premise Access and Section G.14. Notices**
  - **Revised Section C.2. and New Section C.3.**

### **Section G.14.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 three (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.*

### **New Section G.14.c.(1):**

***Notice of reinstatement of interchange privileges shall be submitted by the Provider to the Motor Carrier via e-mail through IANA.***

## New EP MC Interchange Suspension Process

- EP logs into their UIIA Account and searches for the MC company they wish to suspend.
- EP clicks on the MC Cancel box. The UIIA system will automatically populate the suspension date in the record, which will be three full business days from the date of submission. EP can overwrite this date with a later date should they wish to do so.
- EP will also enter the reason for the suspension in the REMARK Field.
- In addition, a new EP email field has been added to this screen where the EP representative entering the suspension information will add their e-mail address.
- Notification of the pending suspension will be sent to the MC and the EP will be copied on the email. A reminder notification will be sent to each prior to the suspension occurring hopefully allowing the parties to resolve the issue prior to the suspension becoming effective.
- If EP does not reinstate the account prior to the suspension date, the suspension will take place at 12:01 a.m. on the fourth business day from the suspension date.
- Both EP and MC will be notified that the account has been suspended.

# New MC Suspension Entry Screen

EP/MC Specific Details	
Known As Code <input type="text"/>	EP Member Yes <input type="text"/>
House Trucker <input type="checkbox"/>	EP Private <input type="checkbox"/>
Cancel MC <input checked="" type="checkbox"/>	Override Used? N
Cancellation Effective Date <input type="text" value="01/06/2020"/>	Remarks/Reason for Cancellation <input type="text" value="12/20/19 - suspended for per &lt;del&gt;djem&lt;/del&gt; - contact D. Sasko - &lt;del&gt;debbie@uiia.org&lt;/del&gt;"/>
	EP Suspension Notif. Email <input type="text" value="debbie.sasko@uiia.org"/>

**Click on CANCEL MC –  
Suspension Date is populated  
based on three business days  
from the date entered**

**Add reason for suspension in the  
REMARK field and then enter the email  
address of the EP representative entering  
the suspension and then click on SAVE**

**Note: To reinstate or remove pending suspension, EP would go back to this screen and remove CANCEL MC flag, which will remove the date. Update the REMARKs and SAVE.**

# MC Homepage Alert for Pending/Active Suspensions

UIIA Membership Status: CANCELLED 

SCAC Code: SYKO

Next Bill Date: 08/01/2017

Number Of Approved EPs: 0

Insurance Agent Code: DILIKG

[Pending and/or Current EP Suspensions](#)

[Reason For UIIA Cancellation](#)

**New Pending/Actual Suspension Flag on the Motor Carrier homepage – MC can click on the link to see which EPs have suspended their interchange privileges**

## UIIA EP - Pending And In place Suspensions

EP Company Name	SCAC Code	Suspension Date	Status
Zim Amer Integrated Shipping Services Co. LLC	ZIMU	05/19/2014	SUSPENDED
China Shipping Container Line	CHNJ	06/30/2016	SUSPENDED
MOL (America), Inc.	MOLU	03/31/2017	SUSPENDED

## Non-compliance with Section G.11. – Immediate Suspension Allowed

- EPs may suspend a MC's interchange privileges without notice if the MC is in violation of Section G.11. of the UIIA.
- EP will need to provide evidence of the MC's non-compliance with Section G.11. in order to affect the immediate suspension of a MC's interchange privileges.
- EP will send an e-mail to the UIIA office at [uiia@intermodal.org](mailto:uiia@intermodal.org) and request the immediate suspension and provide the supporting documentation of non-compliance of G.11.
- IANA staff will then enter the suspension in the UIIA system and override the three-business day notice requirement so that the suspension takes place immediately.



## New Notifications Generated for Suspensions/Reinstatements

- **Initial Notice of Suspension Notice**
- **Daily Reminder Suspension Notices**
- **Extension of Suspension Notice** – if the EP has entered a suspension date and then decides they wish to extend the suspension to a later date, they can modify the suspension date, but the three business days notice requirement starts over. A new notification will be sent to the MC advising of the new suspension date.
- **Immediate Suspension Notification**
- **Reinstatement Notice**

## Recent UIIA Modifications – January 20, 2020 – cont'd

- **Administrative Procedures, Section II. Review Procedures for New or Revised Providers Addenda**
  - Introduces a more detailed EP addenda review process and clarifies the steps and timelines in the review of new or existing EP addenda language.
  - **Revisions Include:**
    - Thirty-day effective date for purely economic changes.
    - Opportunity for other revisions to become effective within 90 days depending on results of modal IIEC review.
    - Modal review based on whether proposed language is consistent or conflicts with the current Agreement.
    - If modal IIEC members are unable to reach a consensus, proposed language would go to the full Committee for review at next scheduled meeting to determine if language is consistent or poses a conflict with UIIA.

## Recent UIIA Modifications – January 20, 2020 – cont'd

- **Administrative Procedures, Section II. Review Procedures for New or Revised Providers Addenda**

### **Section II.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) days from the date when notification of the new or revised Addendum language is provided to the Motor Carrier. Within 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.*

### **Section II.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 fifteen (15) business days of receiving the Addendum language, that the condition above exists. If such notice is provided, a 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 fifteen (15) business days after the timeframe for modal Committee review has expired. The purpose of the conference call shall be to discuss whether the condition above exists.*

## Recent UIIA Modifications – January 20, 2020 – cont'd

- **Administrative Procedures, Section II. Review Procedures for New or Revised Providers Addenda**

### **Section II.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 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.*

### **Section II.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.*

### **Section II.E.**

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

## Recent UIIA Modifications – Effective May 1, 2020

- **Section E.2. Lost, Stolen or Destroyed Equipment – New Item E.2.c.(ii)**
  - Establishes default language under Section E.2.c. (ii) that addresses application of per diem when equipment is lost, stolen or destroyed if the EP does not address this issue within its UIIA addendum.

### **Section E.2.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) 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 (30) days of the date of such written statement. [Revised 09/01/09]*

*(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.*

## Recent UIIA Modifications – Effective May 1, 2020 cont'd

- **Section E.5. Disposal of Dunnage**

- Further clarifies that equipment must be returned in a clean condition.

### Section E.5.:

*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.*

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

- Further clarifies the process for a Motor Carrier to dispute per diem charges on the basis that the free time terms extended within an EP's third party agreement with its customer are greater than the free time terms contained in its UIIA addendum.

### Section E.6.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.*

## Recent UIIA Modifications – Effective May 1, 2020 cont'd

- **New Section E.7. Accidents**

- Clarifies how equipment is handled that is involved in an accident.

**Section E.7.:**

***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.***

- **UIIA Addendum Template**

- Revised to clearly identify the specific terms that can be addressed within EP Addenda.

# Revised UIIA Addendum Template – Effective May 1, 2020

## Revised 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

**UIIA Addendum Template  
– can be found on the last  
page of the Agreement –  
available at [www.uiia.org](http://www.uiia.org)**





# UIIA Contact Information

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