The following is a summary of the paperwork that must be filed with the UIIA in order to participate in the Uniform Intermodal Interchange and Facilities Access Agreement.

- **Form 2 – The Participating Party Agreement signature page** must be completed. It must include your company name, authorized representative’s signature and printed name, address, phone and fax number, e-mail address, and your SCAC Code. All Motor Carriers must also provide their US DOT Number and Federal Tax ID Number on Form 2. In addition, a Motor Carrier Operating Authority Number (MC Number) will be required if applicable to your company’s business operations.

- **Form 3-A** – If you are paying your Annual Administrative Service Fee by VISA, MasterCard, or American Express, you will need to complete the payment information portion of the Annual Fee Schedule. If you are paying your Annual Administrative Service Fee by check, simply fax a copy of the check to our office along with your paperwork. (We must receive the original check within 7 to 10 days)

- **Form 4** – If your company does not have a Standard Carrier Alpha Code (SCAC Code), you will need to complete the Standard Carrier Alpha Code Application. The National Motor Freight Traffic Association (NMFTA) assigns this code. You will need to either mail the application with a check for $83.00 ($91.00 US FUNDS if the check is payable through a Canadian Bank) to National Motor Freight Traffic Association at the address shown on the application or if paying for SCAC Code by credit card, you can fax it to NMFTA at 703-683-6296 or 703-683-6046. You may also apply online for your SCAC Code at [https://secure.nmfta.org](https://secure.nmfta.org) for a reduced fee of $72.00. YOUR UIIA APPLICATION WILL NOT BE COMPLETE UNTIL THIS CODE IS ASSIGNED BY NMFTA.

- **Form 5 – Instructions to your insurance agent** – You will need to complete Form 5c (Equipment Provider Checklist) of the insurance instructions by checking off the Equipment Providers that your company does business with. After completing Form 5c, please forward the entire insurance instruction packet to your insurance agent for completion.

**Note:**

1) All limits for Equipment Providers outlined in the insurance instructions are shown in US Funds. If your insurance agent will be providing limits in Canadian Funds, they should be equivalent to the limits shown in US Funds.

2) In addition, as a signatory to the UIIA your company is contractually obligated to ensure that the insurance policies provided on behalf of your company for purposes of the your participation is the UIIA are endorsed to provide 30 days advance notice of cancellation unless cancellation is a result of non-payment, in which 10 days notice is required. Please make sure your insurance agent is aware of this fact when binding coverage for your company.

- **US DOT Number/MC Number** – All Motor Carriers must maintain an active US DOT Number and, if applicable, an active Motor Carrier operating authority number (MC Number). This information will be checked by the UIIA through the FMCSA/Safer System.

Once you have completed all the required paperwork, fax this information to our office at (301)982-3414 or (301)982-5478. Failure to provide complete information will delay the processing of your paperwork. Questions? Call toll-free 1-877-438-8442.
Uniform Intermodal Interchange and Facilities Access Agreement (UIIA)

Administered By:
The Intermodal Association of North America
11785 Beltsville Drive, Suite 1100
Calverton, Maryland 20705-4048
Phone: Toll-Free (877)438-UIIA (438-8442) or (301)474-8700
Fax:(301)982-3414 or (301)982-5478 Website: www.uiia.org
UNIFORM INTERMODAL INTERCHANGE
AND
FACILITIES ACCESS AGREEMENT

(A Program of the Intermodal Association of North America)

Participating Party Agreement

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, unless superseded in whole by a separate bilateral written equipment interchange agreement.

This Agreement shall be effective unless cancelled in writing, by mutual consent of the Parties, or by any Party upon thirty (30) 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. [Revised 08/01/14]

COMPANY NAME:_______________________________________________________________________

AUTHORIZED BY: (Print or Type)__________________________________________________________

SIGNATURE:_____________________________  TITLE:____________________________________

BUSINESS ADDRESS:___________________________________________________________________

(Mailing Address) No. Street City

________________________________  _______________________________________________________

State/Province Zip/Postal Code Phone No. Fax E-Mail

Indicate Nature of Business: ______ Motor Carrier ______ Provider

If Motor Carrier, please check all that apply to your business operations:  ☐ Smartway Carrier
☐ For Hire  ☐ Private  ☐ Interstate  ☐ Intrastate  ☐ Commercial Zone/Terminal Area Operator

Standard Carrier Alpha Code (SCAC):__________

MC Number:______________  DOT Number:______________

Tax Identification No. or Canadian Business Number:______________________________________

The provisions of this agreement shall become effective on the date accepted by the Association of the above named carrier and published in the list of subscribers or supplements thereto.

Acceptance Date:____________________  By:___________________________________________

Assistant Vice President
Intermodal Information Services

*NOTE: THE PARTICIPATING SIGNATURE PAGE (FORM 2) SHOULD BE SENT VIA E-MAIL TO UIIA@INTERMODAL.ORG OR BY FAX TO (301)982-3414. THE ORIGINAL PARTICIPATING PARTY SIGNATURE PAGE MUST BE RETURNED TO THE UIIA OFFICE WITHIN 30 DAYS AT THE FOLLOWING ADDRESS: INTERMODAL ASSOC. OF NORTH AMERICA, C/O UIIA, 11785 BELTSVILLE DRIVE, SUITE 1100, CALVERTON, MD 20705
UNIFORM INTERMODAL INTERCHANGE
AND
FACILITIES ACCESS AGREEMENT

(A Program of the Intermodal Association of North America)

Participating Party Agreement

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, unless superseded in whole by a separate bilateral written equipment interchange agreement.

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COMPANY NAME:_______________________________________________________________________

AUTHORIZED BY: (Print or Type)______________________________________________________________

SIGNATURE:_____________________________  TITLE:______________________________________________

BUSINESS ADDRESS:_________________________________________________________________
(Mailing Address) No. Street City
State/Province Zip/Postal Code Phone No. Fax E-Mail

Indicate Nature of Business: ______ Motor Carrier ______ Provider

If Motor Carrier, please check all that apply to your business operations:   □ Smartway Carrier
   □ For Hire     □ Private   □ Interstate   □ Intrastate   □ Commercial Zone/Terminal Area Operator

Standard Carrier Alpha Code (SCAC):________

MC Number:______________    DOT Number:______________

Tax Identification Number or Canadian Business Number: ________________________________

The provisions of this agreement shall become effective on the date accepted by the Association of the above named carrier and published in the list of subscribers or supplements thereto.

Acceptance Date: ______________

By: ___________________________  
   Assistant Vice President
   Intermodal Information Services

*NOTE: THIS COPY OF THE PARTICIPATING PARTY SIGNATURE PAGE SHOULD BE MAINTAINED BY YOUR COMPANY.
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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. [Revised 04/11/07]

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. [Revised 11/18/09]

4. 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]

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

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

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

8. 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]

9. 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]

10. 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]

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

12. 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]

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

14. 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 Images taken at the time of Interchange. [Revised 04/11/07]
15. Facility Operator: Party whose Premises are accessed for the purpose of effecting an interchange between signatories to this Agreement. [Revised 02/24/06]

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

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

18. 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].

19. 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.

20. Notice: A communication between Parties of this Agreement required by the terms of the Agreement.

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

22. 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. [Revised 06/13/16]

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

24. 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]

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

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

27. 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 a written statement of the reason for its action by registered mail, e-mail or confirmed facsimile no less than three (3) business days prior to the suspension. [Revised 11/08/10]
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. 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]

   c. 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.

      1) 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. [Revised 01/17/05]

   b. 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]

   c. 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]
d. 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. Absent a separate bilateral equipment interchange agreement in written or electronic form between the Parties, 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 02/08/16]

   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): 1) as governed by a written bilateral equipment interchange agreement between the Parties or 2) 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 02/08/16]

   c. Provider may add or delete satellite locations to its listing by giving fourteen (14) days written notice to IANA. [Added 02/08/16]

   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. 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. Compensation for services rendered in these circumstances is outside the scope of this Agreement. [Added 02/08/16]

2. Lost, Stolen, or Destroyed Equipment

   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:

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]

d. Provider will notify Motor Carrier within 18 months from the date of Interchange if Equipment is declared lost, stolen or Destroyed. If Provider does not so notify Motor Carrier, the right to recover any associated charges or Actual Cash Value will be lost. [Revised 09/01/09]

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) To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider’s determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor’s name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of AGS gate transactions such documentation must include images depicting the condition of the Equipment at the time the Motor Carrier to be charged both accepted and returned the Equipment. [Revised 09/01/09]

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 165 calendar days from the date of Interchange at the time the Damage was documented. [Revised 06/13/16]

2) AGS Gate System (unmanned): Invoices for repair of Damages must be issued no later than 120 calendar days from the date of Interchange at the time the Damage was documented.
3) Invoices for repairs made during the Interchange Period must be issued no later than 90 calendar days from the date of the repair. Provider may, in its Addendum, adopt a shorter billing timeframe, which is no less than 45 days, and applies to both the Motor Carrier and Provider. [Revised 01/26/15]

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 MC that such damages have occurred and that a hold has been placed on the repair. Failure to give such notice within 45 days of the Equipment being placed on hold will void the right of the Provider to invoice for such repairs. [Revised 08/26/13]

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]

5. Disposal of Dunnage
   a. Motor Carrier shall return Equipment with all dunnage, bracing, contaminants and debris removed and the floor swept. This provision is only applicable to the Provider of the Container. [Revised 06/08/15]

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) 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 01/17/12]
   d. Provider shall provide the Motor Carrier documentation as is reasonably necessary to support its invoice.
e. Motor Carrier shall respond in writing to Provider’s invoices within thirty (30) days, documenting with appropriate evidence its disagreement with any of Provider’s invoices it believes to be incorrect.

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

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, 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 01/17/05]

   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 pertaining to the claim submitted to the Motor Carrier, unless Motor Carrier fails to timely do so as provided in Section 5.a.

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) 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 ten (10) days advance Notice of cancellation is required. [Revised 01/17/12]

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 unless it is superseded in whole by a separate bilateral written equipment interchange agreement. [Revised 08/01/14]
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 assigns.

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 ten (10) days written Notice to the Motor Carrier of any changes to the terms or conditions of its Agreement Addendum. The effective date of any change shall be no less than thirty (30) days from the date of notification to Motor Carrier. [Revised 06/02/05]

   b. Notices required under this Agreement from Motor Carrier to Provider, or from Provider to Motor Carrier, shall be in writing and sent via e-mail, by confirmed facsimile or by first class mail, postage paid, and properly addressed to IANA. Alternatively, such written Notice can be personally served, sent by registered or certified mail, postage prepaid, or by a national overnight courier or delivery service, properly addressed to the individual shown in the UIIA subscriber record. Either Party, at any time, may change its address by written Notice to IANA via e-mail, fax or mail. The earlier of (1) the date of receipt or (2) three days after the date such written Notice is given in accordance with this Paragraph shall constitute the initial date of Notice in computing the elapsed time as specified in any Notice requirement in this Agreement. [Revised 05/12/10]

   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 confirmed facsimile, e-mail or letter, 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 04/26/05]

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) days prior Notice to the other Party or to the President of IANA.

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 Per Diem or maintenance and repair invoices, the following default dispute resolution process will apply:

Invoiced Party shall advise Invoicing Party in writing of any disputed items on invoices within 30 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 30 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 15 days from the date of the Invoicing Party's response to either pay the claim(s) or seek arbitration. Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges as required by the Terms of this Agreement. [Revised 06/13/16]

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. The arbitration panel will determine the Party responsible for payment based on the terms and conditions of the Agreement and the Provider's Addendum along with the supporting documentation presented by the involved Parties.

If a Provider's Addendum contains a dispute resolution process that does not include an arbitration provision, then the terms under Exhibit D to the UIIA will apply. [Revised 04/14/11]

3. Should Invoiced Party fail to dispute an invoice relating to Per Diem or maintenance and repair charges within 30 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 04/14/11]
4. Should the Invoicing Party fail to respond to the Invoiced Party’s dispute of an invoice relating to Per Diem or maintenance and repair charges 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 4/14/11]

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 (added 01/17/12)

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) 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. Each representative shall name his or her alternate from their respective mode who shall participate in Committee meetings and serve as the voting member in the absence of the principal representative. Representatives and their alternates must be from companies that are current signatories to the Agreement. Attendance at meetings is limited to voting members and their 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 04/11/07]

E. To conduct business under the IANA Agreement, a quorum shall consist of the Chairperson and at least two Committee representatives from each involved industry mode or segment.

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) days in advance of the meeting date. Agenda items received less than 45 days prior to a regularly scheduled Committee meeting, will be placed on the Agenda under Other Business, and will be discussed, time permitting. [Revised 04/06/05]

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) days in advance of any regularly scheduled meeting. [Revised 04/06/05]

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. The appropriate modal Committee members will review the Addenda for new Providers and revisions to Addenda for existing Providers. These Committee members will determine whether the Addenda language is consistent with the existing provisions of the Agreement. Economic terms and those commercial terms that are not appropriate for consideration within the UIIA which are included in the Addenda are not reviewed. [Revised 04/11/07]

B. A new or existing Provider shall submit Addendum language to the Chairperson of the Committee a minimum of ninety (90) days prior to the effective date of the Addendum. Within ten (10) working days after receipt of new or revised Addendum language, the Chairperson shall forward, through facsimile transmission or mail, and/or by e-mail, a copy of the proposed Addendum language and an evaluation by IANA staff of the conformance of such language with the Agreement to Committee members representing the affected mode(s). Economic or commercial terms will be deleted from the Addendum before forwarding to the Committee members. [Revised 04/06/05]

C. Modal Committee members shall review the Addendum language and submit any comments, in writing, to the Chairperson of the Committee within fifteen (15) working days of their confirmation of receiving the new Addendum language, and [Revised 04/06/05]

1. In the absence of the submission of any adverse comments from the modal Committee members conducting the review, the new or revised Addendum will become effective on the proposed effective date. [Revised 11/01/06]

2. If any modal Committee member questions Addendum language as being in conflict with the Agreement, a conference call shall be held between the Committee members conducting the review, the Provider submitting the Addendum language in question, and a designated IANA staff member. The purpose of the call will be to discuss the specific provisions in question and shall be held within fifteen (15) working days after the timeframe for Committee review has expired. [Revised 11/01/06]

   a) If a majority of the modal Committee members participating in the meeting or conference call determine that the Addendum language conflicts with the Agreement, the Provider will be requested to modify or delete the specified Addendum language. If such revisions responsive to the Committee’s
determination are made the Addendum will become effective on the proposed effective date. In the event the Provider refuses to modify the Addendum language, participation in the Agreement will be declined. Regarding modifications to existing Addendum language, Provider will be requested to modify or delete the involved Addendum language and will be provided a ten (10) day comment period to respond to the Committee’s determination. Refusal by a Provider to adopt the language modifications will result in the termination of participation in the Agreement.

If a “simple” majority of the modal Committee members participating in the meeting or conference call do not agree on acceptance or denial of the addendum language, the Addendum language in question, will be denied. [Revised 04/06/05]

b) If a majority of the Committee members participating in the meeting or conference call do not agree that the Addendum language conflicts with the Agreement, the Addendum will become effective on the proposed date.

3. Once Addendum language is approved by the modal Committee members, with the exception of the discovery of a material mistake regarding the consistency of an Addendum provision with the UIIA, no additional requests from Committee members for modifications to the approved language in the Addendum will be entertained for a period of six months from the effective date of the Addendum. [Revised 04/11/07]

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) working days of receipt, shall send a copy to any other party involved in [the particular instance prompting] or known to support the request. Such party shall submit to the Chairperson within seven (7) working days a statement of its position on the matter. The Chairperson shall disseminate both the original request for interpretation and any statements provided by other parties to Committee members representing the involved industry Parties within five (5) working days of receipt. The modal Committee members shall provide the Chairperson with their comments regarding the request for interpretation within ten (10) working days from receipt of information provided by Chairperson. [Revised 04/06/05]

B. The Chairperson shall promptly advise the Party(ies) by facsimile or mail, of the modal Committee members’ action on the requested interpretation within five (5) working days. Should the interpretation rendered by the modal Committee members following consideration and determination not be agreed with by the Party(ies) participating in the requested changes or modification, or commenting on the proposed language, such Party(ies), upon a demonstration of new information or previous information not considered or other provisions in the Agreement supporting the proposed language or changes, may request an interpretation by the full Committee. The Committee shall within fifteen (15) working days of request either (1) confirm the determination of the Chairperson and the modal representatives who made the initial interpretation, (2) render a revised interpretation, or (3) decline further comment because good cause has not been shown for reconsidering the initial interpretation. [Revised 04/06/05]
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 ten (10) working days of the Committee vote, of the proposed language and effective date of the modifications to all Participants in the Agreement. UIIA Participants shall have thirty (30) 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 ten (10) working days after the close of the thirty (30) day comment period. The Committee shall consider comments, if received, and vote to approve the proposed modification(s) within fifteen (15) working days from receipt of comments provided by Chairperson. If a proposed change to the Agreement is not approved by a three-fourths (3/4’s) majority vote of those Committee members in attendance at which a quorum is present, the proposed modification will fail. [Revised 05/12/10]

Notice of the Committee’s final decision will be provided to all Parties within five (5) working days from the close of the period to receive comments from the Committee and the proposed effective date of any changes shall not be less than fifteen (15) days from this date of notification. [Revised 04/06/05]

B. Staff will review existing Addenda for consistency with the approved modification(s). If changes are required, the Parties must do so within 30 days of this notice of that requirement, and submit the revised Addenda to IANA. [Revised 05/12/10]

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 facsimile and electronic communications capabilities on a 24 hour per day, 7 days per week, basis. Failure to provide such
communication capabilities can result in the cancellation of this Agreement and related Addendum/Addenda. [Revised 04/11/07]

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). [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 11/01/06]

A. Parties to this Agreement agree to 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.

B. Violations to this Agreement, upon verification by IANA, will be reported to the Party committing the violation, by the Chairman of the IIEC, with a request to correct the action(s) that are not in compliance.

C. Parties that repeatedly violate the provisions of this Agreement may face cancellation of their participation in the UIIA.

Reorganized and Revised
By Intermodal Interchange Executive Committee: June 19, 2000
Revised: June 13, 2016
EXHIBITS TO THE

UNIFORM INTERMODAL

INTERCHANGE AND FACILITIES

ACCESS AGREEMENT

(UIIA)
Exhibit A to UIIA
As referenced in Sections D.3.a.1 and F.4.b.
(Added to UIIA 1/17/08)

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 (“ICC 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 foregoing list does not include 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. The foregoing list is without limitation of any federal or state legal requirements applicable to Motor Carrier with respect to use or operation of Equipment. [Revised 1/17/05]
Exhibit B to UIIA
Equipment Owners Responsibility
(added to UIIA on 07/25/07, Last Revised 4/20/09)

Repairs made to any item listed in Exhibit B that were a result of damage and not normal Wear and Tear, are the responsibility of the Motor Carrier.

Application for registration papers
Application of vehicle license plates
Axle due to insufficient lubrication
Axle spindle due to insufficient lubrication
Axles
Battery Box Covers
Brake adjustments on trailers or chassis (1) (2)
Brake and brake component repairs (3)
Broken Batteries
Caulking/Sealing of Old Patches
Caulking/Sealing of Seams
Cleaning and adjustment of electrical connector socket
Closed trailer or container roof bows
Component securements, bolts, rivets, welds
Conspicuity treatment
Container Securement Device Handles
Damage to the first three crossmembers (4)
Dolly Axle
Dolly Wheels
Door Locking Bar Handles
Door Tie-backs
FMCSA Inspections
Floor or decking
Heating and/or refrigeration unit repairs
Hub assembly due to insufficient lubrication
Initial + Number Markings
Interior landing gear components
Interior Lining
Interior Posts
Landing Gear Operating Cross shaft
Lift Pads
Lights
Manifest Box
Mud Flaps + brackets
PI Certification
Refrigeration Cabinet Doors
Repairs, renewals or replacement of tires and/or tubes
Replacement of dolly crank handle
Replacement or repair of gladhands
Roll-up doors
Safety Latches
Sand Shoes
Side doors
Sign Boards
Sliding Tandem removable locking bars
Tank container Components
Trailer/Chassis locking assemblies

(1) Not equipped with automatic slack adjusters
(2) Upon Drivers Request with Drivers signature required
(3) Except servicing due to accumulation of ice and snow
(4) Located behind the grid section of trailers not originally equipped with grid extension plate.
Motor Carrier Responsibility During the Interchange Period

Tires

Tire has body ply or belt material exposed through the tread or sidewall

Tire shoulder and/or tread cut/punctured through one or more plies of fabric when such injury is larger than 1/4”.

Slid Flat damage to tire and/or tube - removal of 4/32 of tread or rubber when compared to the remaining tread.

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 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

Missing Items
DOT Under Ride 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 may be rebilled from the owner to the user of the equipment

The foregoing list does not include Defects as defined in Section B, Definitions of Terms.
EXHIBIT D TO THE UIIA
BINDING ARBITRATION PROCESS GUIDELINES
(Added to UIIA on 8/1/08)
(Last Revised 08/26/13)

1. This process is applicable for disputed transactions relating to Maintenance and Repair or Per Diem invoices between Providers and Users (Motor Carriers) of Equipment who are signatories to the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA). [Revised 04/14/11]

2. Disputes handled under the arbitration process will be mandatory and binding upon the Parties. The arbitration process will be administered exclusively by IANA. [Revised 04/14/11]

3. A three-member arbitration panel will be appointed by IANA to handle disputed invoices submitted for arbitration. The panel will consist of one IANA member from each mode, i.e. a Motor Carrier, Water Carrier and Railroad. However, the decision will be rendered by the two arbitrators representing the modes involved in the disputed invoice(s). The third appointed arbitrator from the mode not involved in the transaction will act as an alternate, and will render a decision only in the event the arbitrators from the involved modes cannot agree on a resolution of the dispute.

4. Members of the arbitration panels will serve on a voluntary basis without compensation, and for a period of one year. To qualify as an arbitrator the individual must have five years’ operating experience involving such matters as gate interchanges, the yard procedures associated with vessels and trains, loading and unloading operations, the operations of marine and rail container yards, the receiving and delivery of containers, and/or with road equipment.

5. Disputes must be submitted to IANA in writing and in accordance with Section H.1. and must be accompanied by a filing fee made payable to IANA to cover the costs of the administration of the arbitration process. [Revised 04/14/11]

6. Disputes must be confined to charges arising from Maintenance and Repair (M & R) or Per Diem invoices. There will be no limitation on the financial amount in controversy. 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. [Revised 08/26/2013]

7. The arbitration process will be initiated by the Invoiced Party or the Invoicing Party (Moving Party) by the filing of: a Notice of Intent to Seek Arbitration and information and arguments supporting the dispute including evidence that the applicable dispute resolution process had been followed, as set forth under Section H.1. Such Notice and required information may be submitted to IANA by e-mail, facsimile, or overnight mail. Failure of the Moving Party to submit the required documentation as outlined above will result in the claim(s) being rejected. [Revised 08/26/13]

8. IANA will review the Notice of Intent to Seek Arbitration and the required information and arguments. If IANA determines that the submitted claim (s) has already been addressed and resolved in a prior arbitration case, the claim (s) will be dismissed and the precedent in the former proceeding will be sent to the Moving and Responding Parties. The decision from the former proceeding will apply to the current claim(s).

The Moving and/or Responding Parties will then have 10 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 Agreement, upon which IANA will commence the arbitration process. [Revised 08/26/13]

9. The arbitration process will be commenced by IANA’s transmittal of the Notice of Intent to Seek Arbitration and the required information and arguments to the appropriate individual in the Invoicing Party or Invoiced Party (Responding Party) organization designated to receive such Notice and information. The Responding Party will have 15 calendar days from the date of transmittal of the arbitration documents from IANA to respond. Upon receipt of the Responding Party’s documents, the complete record will be transmitted by IANA to the arbitrators. Failure of
Exhibit D of the UIIA (continued)

the Responding Party to respond to the claim(s) within this timeframe will result in the arbitration panel rendering its decision based solely on the supporting documentation submitted by the Moving Party, along with the terms and conditions of the UIIA and/or the Providers’ Addenda. [Revised 08/26/13]

10. The arbitration panel will have 45 days from the date the information and arguments submitted by the Parties are sent by IANA to render a written decision indicating the basis for its conclusions. Its findings will address the validity of the claims and the Party responsible for payment or satisfaction thereof. The determinations are to be based solely on the rules in the UIIA and the rules and charges in the Provider’s Addendum. [09/01/09]

11. If during an arbitration panel’s deliberations it appears that further clarification or explanation is needed from a Party or the Parties, a conference call may be conducted with both Parties in the arbitration process participating in the call.

12. The decision of the arbitration panel will be transmitted to IANA which will, in turn, forward the decision to the Parties by e-mail, facsimile, or overnight mail. The decision of the arbitration panel is final and no appeal is permitted.

13. 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. In response to the arbitration panel’s decision, order of reimbursement, payment or cancellation of the invoice must occur within 15 days from the date of receipt of the arbitrators’ decision. [Revised 05/12/10]

14. The cost of the filing fee is assessed against the Party against whom the arbitrators’ decision is rendered. Should the filing fee have been paid by the prevailing party, it is entitled to reimbursement by the losing party.

15. Once the arbitration process has been initiated, no suspension, cancellation, termination or any type of interruption of the Motor Carrier’s interchange privileges for the disputed claims may occur. The Provider and Motor Carrier, nevertheless, retain all their rights and remedies for the enforcement of the binding arbitration decision. [Revised 04/14/11]

16. 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 and/or the Provider’s Addendum. [Revised 09/01/09]

17. Invoices submitted for arbitration must arise on or after the announced effective date of the implementation of the program, which is August 1, 2008. [Revised 04/14/11]

18. Except for the decision by the arbitration panel, all documents, including e-mails, and oral and written communications generated under the Binding Arbitration Process and/or submitted by the Invoicing Party and Invoiced Party are confidential, and will not be released by IANA to any other person without the express written consent of all Parties to the arbitration. [Revised 04/14/11]
UIIA ADDENDUM 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. Free Time Commences
   B. Amount of Free Time
      1. Load/Empty
      2. Load/Load
      3. Empty/Load
   C. Weekends – interruption of expiry of free time
   D. Holidays – interruption of expiry of free time
   E. Unroadworthy Equipment – suspension of expiry of free time
   F. Interchange to Inland Carrier – equivalent of termination

II. Origin Storage
    A. Free Time Commences
    B. Amount of Free Time
    C. Charges Per 24-hour Period
    D. Chassis Use/Rental Charges

III. Destination Storage
     A. Free Time Commences
     B. Amount of Free Time
     C. Charges Per 24-hour Period
     D. Chassis Use/Rental Charges

IV. Per Diem and Trailer Detention
    A. Type of Equipment
       1. Free Time Allowance
       2. Per Diem
          a) Day 1 – _____
          b) Day _____ – _____
          c) Day _____ – _____

V. Method of Invoice Dispute Resolution

VI. Other Charges
    A. Empty to Empty
    B. Crossover
    C. Failure to File Crossover Interchange
    D. Hazardous/Municipal Waste
    E. OTHER

VII. Damages to Equipment
     A. Method of Determining Cost
     B. Other

VIII. Repairs to Equipment
      A. Tires
      B. Other

IX. Lost, Stolen or Destroyed Equipment
     A. Suspension of Per Diem
     B. Disposition of Destroyed Equipment

X. Insurance
    A. Amounts of Additional Required Coverage by Class
    B. Limitations on Rating Level of Insurer
    C. Self-Insurance and Minimum Permissible Deductibles 2/10/99
**Effective: August 3, 2016**

All insurance information should be provided directly to the UIIA office and not to the Equipment Providers listed below.

**FORM 6**

### Equipment Providers Party to the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA)

<table>
<thead>
<tr>
<th>Alpha Code</th>
<th>Name and Address of Equipment Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td>APLU</td>
<td>APL Limited, 26 Century Blvd., Suite 405, Nashville, TN 37214 (Charles Fairburn) Tel: (615)727-7889; Fax: (615)727-8329; e-mail: <a href="mailto:Charlie_Fairburn@apl.com">Charlie_Fairburn@apl.com</a>; Dennis Miller: <a href="mailto:Dennis.miller@apl.com">Dennis.miller@apl.com</a>; Jolea Sims: <a href="mailto:Jolea.sims@apl.com">Jolea.sims@apl.com</a> General Inquiry: <a href="mailto:uiia_updates@apl.com">uiia_updates@apl.com</a></td>
</tr>
<tr>
<td>ACLU</td>
<td>ACL/Grimaldi Group/Inarme, 50 Cardinal Drive, Westfield, NJ 07090 (Ken Allenby) Tel: (888)320-7345; Fax: (908)518-7326; e-mail: <a href="mailto:aclinterchange@aclcargo.com">aclinterchange@aclcargo.com</a></td>
</tr>
<tr>
<td>BCLU</td>
<td>Bermuda Container Line, Limited, One Gateway Center, Ste. 2408, Newark, NJ 07102 (Zina Mecca) Tel: (973)242-6890; Fax: (908)352-8461; e-mail: <a href="mailto:zmecca@balnwk.com">zmecca@balnwk.com</a></td>
</tr>
<tr>
<td>BNAU</td>
<td>BNSF Railway Company, 2650 Lou Menk Drive, P.O. Box 961056, Fort Worth, TX 76161-0056 (BNSF Customer Support – Intermodal) Tel: (888)428-2673, Option 4, Option 3; Fax: (817)593-2952;</td>
</tr>
<tr>
<td>BCHS</td>
<td>Bridge Chassis Supply LLC, 8730 Stony Point Parkway, Suite 300, Richmond, VA 23235 (Shannon Fredericksen) Tel: (804)560-2581; Fax (877)437-1522; e-mail: <a href="mailto:shannon.fredericksen@us.kline.com">shannon.fredericksen@us.kline.com</a></td>
</tr>
<tr>
<td>IC</td>
<td>Canadian National/Illinois Central Railroad, 16000 S. Center Street, Harvey, IL 60426 (Charisse Hall) Tel: (708) 332-3034; Fax: (708) 332-3902; e-mail: <a href="mailto:Charisse.hall@cn.ca">Charisse.hall@cn.ca</a></td>
</tr>
<tr>
<td>CPPU</td>
<td>Canadian Pacific Railway – US (SOO Line and D&amp;H), 10800 Franklin Avenue, Franklin Park, IL 60131 (John Akin) Tel: (630)860-4875; Fax: (630)860-4873; e-mail: john_a <a href="mailto:kin@cpr.ca">kin@cpr.ca</a></td>
</tr>
<tr>
<td>CHNJ</td>
<td>China Shipping Container Line (Kawasaki Kisen Kaisha, Ltd.) 8730 Stony Point Parkway, Ste.400, Richmond, VA 23235 (Karen Mitchell) Tel: (908)614-0820; Fax: (908)614-0853; e-mail: cgm.com</td>
</tr>
</tbody>
</table>
UNIFORM INTERMODAL INTERCHANGE & FACILITIES ACCESS AGREEMENT
A program of the Intermodal Association of North America

FORM 3-A

Annual Fee Schedule
(Effective January 1, 2016)

ANNUAL ADMINISTRATIVE SERVICE FEE (Motor Carrier)

Annual Fee..........................................................................................$  325.00*
Discounted Fee for members of IANA ...........................................$ 285.00**

* Annual fee includes: All notification/customer service activities associated with the Uniform Intermodal Interchange and Facilities Access Agreement; semi-annual issues of Intermodal Insights (IANA’s monthly newsletter-March & September).

** Members of the Intermodal Association of North America (IANA) are eligible for a discounted annual UIIA fee. Please call if you are unsure whether your company is a member of IANA’s Motor Carrier Division.

PAYMENT INFORMATION

Check or money orders for new applications should be made payable to the Intermodal Association of North America, in U.S. funds and drawn on a U.S.-based bank. Mail form and check to UIIA, 11785 Beltsville Drive, Suite 1100, Calverton, Maryland 20705-4048; phone: 301-474-8700; toll-free: 1-877-438-8442. (All UIIA fees are non-refundable) (Note: Payments may take up to 3 business days to be processed and applied to accounts once payment is received. When mailing payments, please make sure to allow sufficient time for the payment to reach us and be posted to your account.)

Credit card payments may be faxed to 301-982-3414 or 301-982-5478. This charge will appear on your credit card statement as Intermodal Association of North America.

Amount $ ________

☐ Check enclosed ☐ Visa ☐ MasterCard ☐ American Express

Company name ________________________________

Card # ________________________________ Expiration Date ________________

Name on Card ________________________________ Signature __________________

FOR IANA USE ONLY

DATE RECEIVED

INVOICE #

CHECK#CC APPROVAL

D M
STANDARD CARRIER ALPHA CODE (SCAC) APPLICATION

The Standard Carrier Alpha Code (SCAC) is a unique two-to-four-letter code assigned to transportation companies for identification purposes. The SCAC is required for U.S. Customs entry, Electronic Data Interchange (EDI), intermodal interchange agreements, when doing business with many shippers, on rate tariffs filed with regulatory agencies, and doing business with the U.S. Government. The SCAC application fee is $80.00 ($88.00 if payment is made by check in U.S. dollars payable through a Canadian bank). Make checks and money orders payable to NMFTA. Mail completed application and payment to:


Applications paid by credit card may be faxed to (703) 683-6296 or 6046. See the reverse side of this application for instructions and further information. Call (703) 838-1831 if you have questions.

Applications may be submitted online at https://secure.nmfta.org/ at a reduced fee of $70.00.

NMFTA assigns SCACs to all companies except railroads. Railroads should contact Railinc Services, 7001 Weston Parkway, Suite 200, Cary, NC 27513, (877) 724-5462. Companies seeking identification marks for trailers, containers or chassis equipment operating in intermodal service should call NMFTA at (703) 838-1832 for further instructions.

Please Type or Print in Black Ink (see reverse side for instructions)

1) Applicant/Company Information:

Legal Name ____________________________________________
Trade Name ____________________________________________
Mailing Address ____________________________________________
City __________________________ State __________ ZIP/Postal Code __________ Country __________
Contact Person ____________________________________________ Email __________________________
Phone __________________________ Fax __________________________

2) Name Change: (Please list previous SCAC, Company Name and Address—leave blank if not applicable)

SCAC __________ Company Name________________________
City __________________________ State __________ ZIP/Postal Code __________ Country __________

3) Type of Company/Operation: (check the descriptions that best describe the applicant)

[ ] Motor Carrier by highway (trucks, busses, etc.)—select one below
[ ] Interstate
[ ] MC # __________ or MX # __________, U.S. DOT # __________
[ ] Intrastate or Local Cartage
[ ] Canada only
[ ] Mexico only
[ ] Private Carrier—not for hire
[ ] Transporter of exempt commodities
[ ] U.S. Government owned
[ ] Exempt [ ] Other __________________________

[ ] Air Carrier—airline, air taxi, helicopter service
[ ] Broker—transportation broker MC# __________
[ ] Freight Forwarder—[ ] air [ ] surface FF# __________
[ ] Leasing Company—equipment leasing or renting
[ ] NVOCC—non-vessel operating common carrier
[ ] Pipeline
[ ] Tariff Publisher
[ ] Travel Agent
[ ] Steamship Agent
[ ] Water Carrier—VOCC, steamship, barge, car ferry

4) U.S. Border Crossing Requirements: NMFTA’s ACE-lerate program can expedite your border crossing from Canada or Mexico into the U.S. We can also produce PAPS and PARS compliant barcode labels. For more information call (866) 411-6632 or check the box below and we will call you:

[ ] Please contact me about ACE-lerate or PAPS/PARS labels       [ ] No thanks

5) Applicant’s Representative (person completing this application): (leave blank if applicant)

Do you want the annual renewal notice sent to the Applicant’s Representative?     Yes   /   No   (please circle)

Company ____________________________________________
Mailing Address ____________________________________________
City __________________________ State __________ ZIP/Postal Code __________ Country __________
Contact Person ____________________________________________ Email __________________________
Phone __________________________ Fax __________________________

6) Credit Card Payment Information: [ ] VISA [ ] MasterCard [ ] American Express [ ] Discover $80.00 U.S. Funds

Card Number ____________________________________________ Expiration Date (Month/Year) __________ / __________
Address where you receive your statement ____________________________________________
City __________________________ State __________ Zip/Postal Code __________ Country __________
Person’s name on card ____________________________________________ Signature __________________________

January 2015
EXPLANATION AND INSTRUCTIONS FOR THE STANDARD CARRIER ALPHA CODE APPLICATION

The Standard Carrier Alpha Code (SCAC) is a unique two-to-four-letter code assigned to transportation companies for identification purposes. The SCAC is required for Electronic Data Interchange (EDI), intermodal interchange agreements, U.S. Customs entry, when doing business with many shippers, on rate tariffs filed with regulatory agencies, government bills of lading, and on bids for government traffic. SCACs are published in the Directory of Standard Carrier Alpha Codes, NMFTA 101 Series, copyrighted by the National Motor Freight Traffic Association, Inc. (NMFTA).

The SCAC application fee is $80.00 ($88.00 if payment is made by check in U.S. dollars payable through a Canadian bank). Make checks and money orders payable to NMFTA. The SCAC will remain valid through July 1 of the year following the year of assignment and must be renewed annually thereafter. You will be notified of the SCAC assignment by mail. Applications may be submitted online at https://secure.nmfta.org/ at a reduced fee of $70.00.

The National Motor Freight Traffic Association, Inc. assigns SCACs for all companies except railroads. Railroads should contact RailInc Services, 7001 Weston Parkway, Suite 200, Cary, NC 27513, (877) 724-5462. Companies seeking identification marks for trailers, containers or chassis equipment operating in intermodal service should call NMFTA at (703) 838-1832. All other inquiries should be directed to NMFTA at (703) 838-1831.

1) Applicant/Company Information:
- Provide the complete Legal Name and Trade Name (if applicable) of the applicant/company. A Trade Name is sometimes known as the "doing business as", "d/b/a", "trading as", or "t/a name". For motor carriers and freight forwarders, NMFTA will use the Legal Name and/or Trade Name as they have been registered with the U.S. Department of Transportation. If the applicant does not have a Trade Name, leave this space blank.
- Provide the complete mailing address, city, state, zip/postal code and country for the main office of the applicant. All correspondence will be directed to the Contact Person unless otherwise specified in the Applicant’s Representative section.
- Provide the e-mail, telephone, and fax information for the carrier contact person. International companies should include the country and city telephone codes.

2) Name Changes: If the company to be assigned a code previously operated under a different name, complete this section.

3) Type of Carrier/Operation: (Check all applicable operations and descriptions of applicant/company.)
- Motor carrier is a company or person operating vehicles over the highways. Applicants should identify:
  - MC#, MX# and U.S. DOT#: If applicable, provide all certificate or docket numbers as issued by the Federal Motor Carrier Safety Administration, Interstate Commerce Commission, or U.S. Department of Transportation. If the authority has been applied for, but not yet issued, write "Pending" in this space. NMFTA will validate the company name and registration numbers with these agencies.
  - Exempt: applies to carriers operating in the U.S. and exclusively transporting exempt commodities for compensation.
  - Private Carrier: means a company involved in transportation on a non-compensation basis. A company transporting its own goods on its own vehicles without compensation for the transportation service would be a private carrier.
  - U.S. Government: applies to a carrier owned by the U.S. Government.
- Air Carrier identifies a company that transports people or goods via air including helicopters.
- Broker is a person or company, other than a motor carrier or an employee or agent of a motor carrier that, as a principal or agent, sells, offers for sale, negotiates for, or holds itself out by solicitation, advertisement, or otherwise as selling, providing, or arranging for, transportation by motor carrier for compensation. Brokers operating in the United States are required to obtain a license from the Federal Motor Carrier Safety Administration and should include the docket number on the line provided.
- Freight Forwarder is a person or company holding itself out to the general public (other than as a pipeline, rail, motor, or water carrier) to provide transportation of property for compensation and, in the ordinary course of its business—(A) assembles and consolidates, or provides for assembling and consolidating, shipments and performs or provides for breakbulk and distribution operations of the shipments; (B) assumes responsibility for the transportation from the place of receipt to the place of destination; and (C) uses for any part of the transportation a carrier subject to jurisdiction of the ICC Termination Act. In the United States, surface freight forwarders, as previously described, are required to register with the Federal Motor Carrier Safety Administration and are issued certificate numbers beginning with "FF". This "FF" number should be included on the line provided. Non-regulated forwarders should leave this line blank.
- Tariff Publishing Agent is an individual or company that publishes rates for carriers. Agents for household goods carriers should identify any MC or U.S. DOT numbers they hold in their own name, otherwise select Intrastate or Local Cartage.
- Water Carrier is a company engaged in transportation by vessel over a body of water such as a vessel operating common carrier, steamship line, tug boat operation, barge line, ferry, etc.

4) U.S. Border Crossing Requirements: ACE-erate is NMFTA’s system for expediting electronic manifests to U.S. Customs and Border Protection (CBP). We can also produce barcode labels meeting the requirements of CBP’s Pre-Arrival Processing System (PAPS) and Canada Border Services Agency’s Pre-Arrival Review System (PARS). Check the box in this section to obtain further information or visit our website at www.nmfta.org.

5) Applicant’s Representative:
- If someone other than the applicant is completing this application, complete the representative’s information section including the full mailing address, city, state, zip/postal code and country. All correspondence will be directed to the contact person. Provide the e-mail, telephone, and fax information for the applicant’s representative. International companies should include the country and city telephone codes. Also indicate if the annual SCAC renewal notice should be mailed to the applicant or the applicant’s representative.

6) Credit Card Payment Information:
- If payment is to be made by credit card, provide all the requested information. The “Person’s Name” is the name of the person to whom the card is issued and is usually embossed on the card. The “Address where you receive your statement” is the address where you receive your monthly statement. We are required by the credit card companies to provide this information as part of the credit card validation process. Credit card payments cannot be processed unless all information, including signature, has been furnished. Applicants paying by credit card may fax the completed application to (703) 683-6296 or 6046. If paying by check or money order, return the completed application together with payment to NMFTA, 1001 North Fairfax Street, Suite 600, Alexandria, VA 22314.
### Equipment Providers that are Member Specific

Motor Carriers that wish to do business with the following Equipment Providers will be required to contact the Provider directly to request to be flagged as a carrier for them in the UIIA system. Equipment Provider will send an e-mail to the UIIA office once they have authorized your company as a carrier.

<table>
<thead>
<tr>
<th>Equipment Provider</th>
<th>Contact</th>
<th>Phone, Fax and/or E-Mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACL/Grimaldi Group/Inarme</td>
<td>Esperanza Exposito, Shelley Noonan</td>
<td>Tel: 908/518-5711, Tel: 888/320-7345 <a href="mailto:aclinterchange@aclcargo.com">aclinterchange@aclcargo.com</a></td>
</tr>
<tr>
<td>Bermuda Container Line</td>
<td>Chris Dubina</td>
<td>Tel: 973-242-6890 <a href="mailto:cdubina@balnk.com">cdubina@balnk.com</a></td>
</tr>
<tr>
<td>COSCO</td>
<td>Karen Mitchell, Filza Meleah</td>
<td>Tel: 281/765-6865, Fax: 281/765-6881, Email: <a href="mailto:kmitchell@cosco-usa.com">kmitchell@cosco-usa.com</a>, Tel: 281/765-6800 ext. 6727, Email: <a href="mailto:fmeleah@cosco-usa.com">fmeleah@cosco-usa.com</a></td>
</tr>
<tr>
<td>Consolidated Chassis Management</td>
<td>Stephen Bradshaw</td>
<td>Tel: (973)446-7900, Fax: (973)298-8930, Email: <a href="mailto:SBradshaw@ccmpool.com">SBradshaw@ccmpool.com</a></td>
</tr>
<tr>
<td>Galborg Pte Ltd.</td>
<td>Connie Chilton, Tom Cooley</td>
<td>Tel: (912)234-7221, Fax: (912)233-9867, Email: <a href="mailto:Connie.clifton@biehlco.com">Connie.clifton@biehlco.com</a>, Tel: (913)895-3053, Email: <a href="mailto:tom.c@galborg.com">tom.c@galborg.com</a></td>
</tr>
<tr>
<td>Iowa Interstate Railroad</td>
<td>Liz Pretz</td>
<td>Tel: 319-298-5425, Email: <a href="mailto:eapretz@iaisrr.com">eapretz@iaisrr.com</a></td>
</tr>
<tr>
<td>Kansas City Southern Railway (KCS)</td>
<td>Steven Bayless</td>
<td>Tel: 816-983-1880, <a href="mailto:sbayless@kcsothern.com">sbayless@kcsothern.com</a></td>
</tr>
<tr>
<td>Maersk/Safmarine</td>
<td>Equipment Control</td>
<td><a href="mailto:namtrkins@maersk.com">namtrkins@maersk.com</a></td>
</tr>
<tr>
<td>Matson Navigation Company of Alaska LLC</td>
<td>Tim Warren, Asset Management</td>
<td>Tel: 480-736-5241, Email: <a href="mailto:twarren@matson.com">twarren@matson.com</a>, <a href="mailto:Assetmgmt-phx@matson.com">Assetmgmt-phx@matson.com</a>, (800)662-8789</td>
</tr>
<tr>
<td>Nile Dutch America B.V. (only loads out of Norfolk, New York &amp; Savannah)</td>
<td>Mike Ausmus</td>
<td>Tel: (251)219-3310</td>
</tr>
<tr>
<td>Nordana Line</td>
<td>Chris Harman</td>
<td>Tel: 713-895-3247, Fax: 713-895-3274, <a href="mailto:chh@nordanausa.com">chh@nordanausa.com</a></td>
</tr>
<tr>
<td>National Shipping of America LLC</td>
<td>Arlene Heeneman</td>
<td>415/956-9356, <a href="mailto:aheeneman@natship.us">aheeneman@natship.us</a></td>
</tr>
<tr>
<td>OL&amp;T FoodTrans LLC</td>
<td>Ray Maier</td>
<td><a href="mailto:raymaier@odysseylogistics.com">raymaier@odysseylogistics.com</a></td>
</tr>
<tr>
<td>Pacific International Lines</td>
<td>Christina Houseknecht, Mike Ausmus</td>
<td>Tel: (251)219-3267, Email: <a href="mailto:chouseknecht@nortonlilly.com">chouseknecht@nortonlilly.com</a>, <a href="mailto:mausmus@nortonlilly.com">mausmus@nortonlilly.com</a></td>
</tr>
<tr>
<td>Pasha Hawaii Holdings LLC</td>
<td>Dawn Thomas</td>
<td>Tel: (480)887-0293, Email: <a href="mailto:Thomasd@nortonlilly.com">Thomasd@nortonlilly.com</a></td>
</tr>
<tr>
<td>Schuyler Line Navigation Company</td>
<td>Brian Houst</td>
<td>Tel: 410-216-6020, Email: <a href="mailto:brian.houst@domechartering.com">brian.houst@domechartering.com</a></td>
</tr>
<tr>
<td>Seaboard Marine Ltd.</td>
<td>Christina Houseknecht, Equipment</td>
<td>Tel: 305-530-2118, Email: <a href="mailto:interchange@seaboardmarine.com">interchange@seaboardmarine.com</a></td>
</tr>
<tr>
<td>Somers Isle Shipping</td>
<td>Robin Bishop</td>
<td>Tel: 904-261-2682, Fax: 904-261-3704, <a href="mailto:rbishop@nfs-sisl.com">rbishop@nfs-sisl.com</a></td>
</tr>
<tr>
<td>Swire Shipping (added 4/5/11)</td>
<td>Mike Manley</td>
<td>Tel: 415-256-1400 ext. 124, Fax: 415-256-1401, <a href="mailto:mmanley@interoceannss.com">mmanley@interoceannss.com</a></td>
</tr>
<tr>
<td>Tiger Cool Express LLC</td>
<td>Ted Prince</td>
<td><a href="mailto:ted@tigercoolexpress.com">ted@tigercoolexpress.com</a></td>
</tr>
<tr>
<td>TransAtlantic Lines LLC (Only utilizes MC’s in Norfolk, VA &amp; Jacksonville, FL)</td>
<td>Jeanine Battaglia</td>
<td><a href="mailto:jeanine@transatlanticlines.com">jeanine@transatlanticlines.com</a></td>
</tr>
<tr>
<td>Virginia International Terminal</td>
<td>Stan Crockett, Lisa Kingsbury</td>
<td>Tel: 540-636-4200, Tel: 757-440-2780, Tel: 757-228-1407, Fax: 757-228-1305, Tel: 877-509-3514 ext. 1413, Email: <a href="mailto:jkingsbury@hrcp2.org">jkingsbury@hrcp2.org</a>, Email: <a href="mailto:White.maurice@us.zim.com">White.maurice@us.zim.com</a></td>
</tr>
<tr>
<td>Zim American Integrated Shipping Services</td>
<td>John Monaghan, Maurice White</td>
<td>Tel: 757-228-1407, Fax: 757-228-1305, <a href="mailto:zmemonaghan@us.zim.com">zmemonaghan@us.zim.com</a>, Tel: 877-509-3514 ext. 1413, Email: <a href="mailto:White.maurice@us.zim.com">White.maurice@us.zim.com</a></td>
</tr>
</tbody>
</table>
The following UIIA Equipment Providers require Motor Carriers to complete additional paperwork (i.e. addenda, credit applications, etc.) before your company can be validated under the UIIA to do business with these specific Equipment Providers:

**BNSF Railway Company** — Additional paperwork required if your company will be interchanging rail-owned or rail-controlled equipment.

**Canadian National/Illinois Central** — Requires addendum and credit application to be completed.

**CSX Intermodal Terminals, Inc.** — Additional paperwork required if your company will be interchanging rail-owned or rail-controlled equipment.

**Evergreen Shipping Agency** — Requires addendum be completed, notarized and original returned to the UIIA office within 15 days.

**Kansas City Southern Railway (KCS)** - Requires addendum and Sample Surety Bond form be completed. If moving rail-controlled equipment $10,000 Surety Bond required to be sent directly to KCS.

**Norfolk Southern Corporation** — Requires addendum & credit application to be completed. Motor Carrier must participant in NS Draft Plan if moving rail-owned or rail-controlled equipment.

**Union Pacific Railroad** — Requires addendum, ramp list and credit application be completed. Also requires $10,000 Letter of Credit if moving rail equipment.

Please contact the UIIA office if your company will be doing business with the above Equipment Providers in order to obtain the necessary additional paperwork.
Quick Reference for Insurance Agents
For Completing and Providing the Required Insurance Information for the UIIA

In order to assist you with preparing the necessary insurance information for your insured to participate in the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA), we have outlined the information that must be provided to our office on behalf of your insured:

**PLEASE NOTE EFFECTIVE AUGUST 1, 2012, ONLY THE ACORD 22 CERTIFICATE OF INSURANCE FORM WILL BE ACCEPTED FROM AGENTS THAT WISH TO SUBMIT PAPER CERTIFICATES TO OUR OFFICE.**

1. A signed certificate of insurance that contains the following coverage and limits: *(See Form 5A — Explanation and Sample UIIA Acord 22 Certificate — Note that all limits for Equipment Providers outlined in these instructions are shown in US Funds. If providing limits in Canadian Funds, they should be equivalent to the limits shown in US Funds.)*

- **General Liability** with a limit of $1 million per occurrence.
- **Auto Liability** with a CSL (combined single limit) of $1 million
  Auto Policy must be marked as either an “ANY AUTO”, “SCHEDULED AND HIRED” or “ALL OWNED and HIRED” policy. We cannot accept just a “ALL OWNED AUTO” or a “SCHEDULED ONLY“auto policy.
- **Cargo Insurance** with a limit per vehicle shown and deductibles if applicable.
- **Trailer Interchange** Coverage with a limit per trailer shown and deductible if applicable. This is to cover physical damage to non-owned equipment while in the care, custody and control of your insured.
- **Workers Compensation and Employer’s Liability** (if applicable). If your insured is doing business with the railroads this coverage will need to be provided.

*NOTE:* Limits for Cargo and Trailer Interchange will vary depending on the specific Equipment Providers that your insured is going to do business with. See (Form 5B) to see a list of Equipment Providers along with the limits of insurance they require.

Please note that Section F.6. of the UIIA requires that the Motor Carrier’s insurance policies provide a thirty (30) advance notice of any cancellation of the insurance policies provided unless cancellation is a result of non-payment in which ten (10) days notification is required. This is a contractual obligation of your insured as a signatory to the UIIA so insurance information provided to the UIIA must be endorsed to provide such coverage.

2. The Truckers Uniform Intermodal Interchange Endorsement (UIIE-1 or CA23-17) must be completed and made part of your insured’s Auto Liability Policy. On the UIIA Acord 22 certificate, you must check the box next to the language under the description of operations confirming endorsement is part of the auto policy.
3. The Equipment Providers that your insured is going to do business with will need to be named additional insured on the appropriate policies. Your insured should provide you with the Equipment Provider Checklist (Form 5C). On this list your insured should have checked off which providers they will be doing business with. An authorized representative of the insurance agency or company will need to sign the bottom of this Equipment Provider Checklist. This list will need to be attached to the ACORD 22 certificate of insurance you provide our office. In addition, on the UIIA Acord 22 certificate you will need to check the box next to the language pre-printed under the description of operations confirming the companies on the list are additional insured on the appropriate policies. Form 5C (Equipment Provider Checklist) must be submitted with the UIIA Acord 22 Certificate.

Note: Texas Insurance Agents - Please note that Form 5C (Equipment Provider Checklist) is not available for use in the state of Texas. Agents in Texas will need to submit the list of additional insureds via an alternative method – (i.e. endorsement, listed on the ACORD 101 form, etc.) Form 5C will not be accepted from agents located in the state of Texas.

NOTE: You can refer to the second page of (Form 5A) for acceptable wording for blanket additional insured language that can be provided on the acord 101 form or by endorsement.

Please note that each time you provide insurance to the UIIA office on behalf of your insured, the Equipment Provider Checklist listing the companies that are additional insured and also confirmation of the UIIE-1 or CA23-17 endorsement will need to be provided. This applies even if the insurance policy numbers are the same as the previous certificate provided to our office. Failure to provide this information each time you submit insurance may impact your insured’s status with UIIA Equipment Providers with they do business.

4. If you provide an umbrella policy, you must make sure that you state on the certificate what coverage is covered under this umbrella policy (Example: auto, general and etc.).

5. The National Association of Insurance Commissioners (NAIC) numbers need to be shown on the Acord certificate for all insurance companies providing coverage. These NAIC numbers can be obtained from the “Best Key Rating Guide.” The rating of the insurance company should be provided as well.

6. All applicable exclusionary endorsements that result in limiting or restricting the policies being provided should be included and/or noted when submitting the certificate of insurance.

**Only ONE certificate of insurance with the information listed above needs to be issued to the UIIA. The certificate will need to show the Intermodal Association of North America as the certificate holder at the following address: WE DO NOT NEED SEPARATE CERTIFICATES TO BE ISSUED FOR EACH EQUIPMENT PROVIDER THAT YOUR INSURED IS DOING BUSINESS WITH.**

President  
Intermodal Association of North America (IANA)  
11785 Beltsville Drive, Suite 1100  
Calverton, Maryland 20705-4048

**UIIA Insurance Renewals – Expiration of Policies:**

The UIIA system is setup to expire insurance policies at 12:01 a.m. of the day of the expiration date which often causes confusion with the Motor Carriers thinking they have coverage until 11:59 p.m. on the expiration date, but in fact the policy expires on the first minute of that day. Therefore, Motor Carriers need to have their insurance renewal policies sent to our office prior to the expiration date. In addition, insurance agents should ensure that the effective date of a policy is concurrent with the expiration date of the policy expiring so that there is no lapse between the expiring and renewal/new policy. (i.e. A policy expires 2/1/2009 should have a renewal policy with effective date of 2/1/2009, not 2/2/2009.)
TO SUBMIT INSURANCE ON-LINE:
Insurance Agents are encouraged to go to Online Insurance Registration to register for the ability to submit insurance on-line. This will expedite the processing of the information you provide on behalf of your insured.

If you prefer, you can fax the above information to our office at (301) 982-3414 or (301) 982-5478. When our office receives the information above, you will be notified of any changes or modifications that need to be made.
Explanation of Sample UIIA Acord 22 Certificate
(See Sample Acord Certificate)

1. Full name and address of the insurance agent including phone number and fax number.
2. Specific Contact details for the individual authorized agent submitting the insurance information.
3. Name of the Insured including full address.
4. Insurance Company Information
   a) Full Name of Insurance companies provided on the certificate.
   b) NAIC Number. This number can be obtained from the Best Key Rating Guide. The certificate will not be accepted without the NAIC number.
   c) Best Rating of the Insurance Company.
5. Corresponding letter of insurance company that applies to the coverage listed.
6. Additional Insured Designation Box – Agent may indicate with an “X” in this box, next to the appropriate coverage, that a person or organization listed on the certificate is additional insured. Please note the insurance agent in addition to placing an “X” in this Additional Insured box, must also state under the description that the person or organization is additional insured. The Additional Insured must be for the participating UIIA Equipment Provider and not the UIIA. The UIIA is only the certificate holder and does not require to be named additional insured.
7. Policy numbers of coverages shown on certificate.
8. Effective date of coverages shown on certificate.
9. Expiration date of coverages shown on certificate.
10. Type of auto policy shown on the certificate. This box must be marked either Any Auto or Scheduled and Hired or All Owned and Hired. We cannot accept an auto policy that is marked Scheduled Only or All Owned Only.
11. General Liability Limits – needs to be at least one million per occurrence.
12. Auto Liability Limits – needs to be at least one million combined single limit.
13. Cargo – The UIIA Acord 22 form has a designated box to show cargo coverage. The limit per vehicle is required.
14. Cargo Deductible – The UIIA Acord 22 form has a designated box to show the deductible for cargo.
15. Trailer Interchange/Physical Damage – The UIIA Acord 22 has a designated box to show trailer interchange. The limit per trailer is required.
16. Trailer Interchange Deductible – The UIIA Acord 22 has a designated box to show the deductible for trailer interchange.
17. If an excess policy is shown on the certificate, you must specify on the certificate what coverages are covered under this excess policy.
18. Workers Compensation/Employer’s Liability Coverage.
19. The UIIA Acord 22 Form contains the specific language under the Description of Operations regarding the Truckers Uniform Intermodal Interchange Endorsement and the additional insureds. INSURANCE AGENTS MUST CHECK THE BOX TO THE RIGHT OF THE LANGUAGE TO CONFIRM THAT IT APPLIES TO THE INSURANCE INFORMATION BEING PROVIDED.
20. All certificates of insurance must be signed by an authorized insurance representative before being accepted.

21. Equipment Provider Checklist
   a) All Equipment Providers with whom the insured does business or intends to business will need to be checked off on the Equipment Provider Checklist.
   b) The insured’s company name, address, phone and fax must be provided.
   c) Equipment Provider checklist must be signed by an authorized representative of the insurance agency.

COVERAGES AND ENDORSEMENTS LISTED ON THE CERTIFICATE

GENERAL LIABILITY — 1 million per occurrence must be shown on the certificate.

AUTO LIABILITY — 1 Million combined single limit must be shown on the certificate.

CARGO LIABILITY — Limit per vehicle must be shown on the certificate in addition to any deductible applicable to the policy.

TRAILER INTERCHANGE PHYSICAL DAMAGE — This coverage must be worded on the certificate as trailer interchange physical damage and a limit per trailer must be shown in addition to any deductible applicable to the policy.

WORKERS COMPENSATION/EMPLOYER’S LIABILITY — Show this coverage on the certificate if applicable.

EXCESS POLICIES – If excess policies provided on certificate, agent must specify to what coverages these policies apply.

TRUCKER’S UNIFORM INTERMODAL INTERCHANGE ENDORSEMENT AND ADDITIONAL INSURED — The check box under the description of operation must be checked to confirm that the UIIE-1 or CA23-17 equivalent is part of the auto liability policy and that the Equipment Providers on the Equipment Provider Checklist are additional insured on the auto, general and trailer interchange where applicable.

EXCLUSIONS - All applicable exclusionary endorsements that result in limiting or restricting the policies should be included and/or noted when submitting the certificate of insurance.

CANADIAN FUNDS - Limits provided in Canadian Funds must be equivalent to the limits for each Equipment Provider your insured does business with which are shown in the instructions in US Funds.

Advanced Cancellation Notice Required under Section F.6.d. – The UIIA requires 30 days advanced notice of cancellation on all policies provided on behalf of Motor Carriers unless the cancellation is a result of non-payment of premium in which 10 days advanced notice of cancellation is required. Agents should ensure that insurance coverage bound for the insured is endorsed to provide the required notice of cancellation that the Motor Carrier is contractually obligated to provide as a signatory to the UIIA should cancellation of any of their insurance policies occur.

Acceptable Additional Insured Wording on the Certificate

The UIIA Acord 22 form has the additional insured language pre-printed on certificate and just requires agent to check box to the left hand-side of language and include completed Equipment Provider Checklist.

The following wording for a blanket additional insured endorsement will be accepted if the agent wants to provide on the ACORD 101 form:

All water/rail carriers and leasing companies, participating in the UIIA, are named additional insured on auto, general and trailer interchange where required by written contract.

or

Any person or organization that the insured is under a signed contract with, are named additional insured in regards to auto, general and trailer interchange.

ONLY ONE ACORD CERTIFICATE OF INSURANCE NAMING THE EQUIPMENT PROVIDERS WITH WHOM YOUR INSURED DOES BUSINESS IS REQUIRED. Multiple certificates may result in a delay in data entry, which could affect the Motor Carrier's ability to transact business in a timely manner.
# INTERMODAL INTERCHANGE CERTIFICATE OF INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

## PRODUCER
- **NAME:**
- **PHONE** (A/C, No, Ext):
- **E-MAIL**
- **ADDRESS**
- **CUSTOMER ID #:**

**INSURER(S) AFFORDING COVERAGE**

<table>
<thead>
<tr>
<th>NAIC #</th>
<th>BEST RATING</th>
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</thead>
<tbody>
<tr>
<td>1</td>
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<tr>
<td>4</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
</tr>
</tbody>
</table>

## INSURED
- **INSURER A:**
- **INSURER B:**
- **INSURER C:**
- **INSURER D:**
- **INSURER E:**

### COVERSAGES

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>LTR</th>
<th>ADDL</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YYYY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tr>
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<td></td>
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<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>EACH OCCURRENCE</td>
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<tr>
<td></td>
<td></td>
<td>CLAIMS-MADE OCCUR</td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (EA occurrence)</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person)</td>
<td>$</td>
<td></td>
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<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY</td>
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<td>GENERAL AGGREGATE</td>
<td>$</td>
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<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMP/OP AGG</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

| 8    |         | AUTOMOBILE LIABILITY | | EACH OCCURRENCE | $ |
|      |         | ANY AUTO | | DAMAGE TO RENTED PREMISES (EA occurrence) | $ |
|      |         | ALL OWNED AUTOS | | MED EXP (Any one person) | $ |
|      |         | SCHEDULED AUTOS | | PERSONAL & ADV INJURY | $ |
|      |         | HIRED AUTOS | | GENERAL AGGREGATE | $ |
|      |         | NON-OWNED AUTOS | | PRODUCTS - COMP/OP AGG | $ |

| 9    |         | CARGO | | EACH OCCURRENCE | $ |
|      |         | PER VEHICLE DED $ | | DAMAGE TO RENTED PREMISES (EA occurrence) | $ |
|      |         | LIMIT PER VEHICLE | | MED EXP (Any one person) | $ |
|      |         | LIMIT PER TRAILER | | PERSONAL & ADV INJURY | $ |
|      |         | PROPERTY DAMAGE (Per accident) | | GENERAL AGGREGATE | $ |

| 10   |         | TRAILER INTERCHANGE PHYSICAL DAMAGE | | EACH OCCURRENCE | $ |
|      |         | PER TRAILER DED $ | | DAMAGE TO RENTED PREMISES (EA occurrence) | $ |
|      |         | LIMIT PER TRAILER | | MED EXP (Any one person) | $ |
|      |         | LIMIT PER VEHICLE | | PERSONAL & ADV INJURY | $ |
|      |         | PROPERTY DAMAGE (Per accident) | | GENERAL AGGREGATE | $ |

| 11   |         | UMBRELLA LIABILITY | | EACH OCCURRENCE | $ |
|      |         | OCCUR | | DAMAGE TO RENTED PREMISES (EA occurrence) | $ |
|      |         | CLAIMS-MADE | | MED EXP (Any one person) | $ |
|      |         | EXCESS LIAB | | PERSONAL & ADV INJURY | $ |
|      |         | DEDUCTIBLE | | GENERAL AGGREGATE | $ |
|      |         | RETENTION | | PRODUCTS - COMP/OP AGG | $ |

| 12   |         | WORKERS COMPENSATION | | EACH OCCURRENCE | $ |
|      |         | AND EMPLOYERS’ LIABILITY | | DAMAGE TO RENTED PREMISES (EA occurrence) | $ |
|      |         | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | MED EXP (Any one person) | $ |
|      |         | (Mandatory in NH) | | PERSONAL & ADV INJURY | $ |
|      |         | IF YES, DESCRIBE UNDER SPECIAL PROVISIONS below | | GENERAL AGGREGATE | $ |

### DESCRIPTION OF OPERATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Truckers Uniform Intermodal Interchange Endorsement (Form UIIE-1 or CA 23-17 equivalent) is part of the auto policy(ies). The attached list of providers are additional insureds in regards to the auto liability. Those providers with (*) are additional insureds on the general liability and those with (**) are additional insureds on trailer interchange coverage.

### CERTIFICATE HOLDER

President
The Intermodal Association of North America
11785 Beltville Drive
Suite 1100
Calverton, MD  20705-4048

### CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

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### Equipment Provider List

**Form 5C**

5/26/16

**CHECK ALL APPROPRIATE BOXES**

<table>
<thead>
<tr>
<th>Provider Name</th>
<th>Additional Insured on Auto Liability</th>
<th>Additional Insured on General Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACL/Grimaldi Group/Inname (*) (**)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>APL Co. Pte Ltd/Eagle Marine Services (EMS) (*) (**)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bermuda Container Line, Limited (*)</td>
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</tr>
<tr>
<td>BNSF Railway Company (*)</td>
<td></td>
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</tr>
<tr>
<td>Canadian National/Illinois Central Railroad (*)</td>
<td></td>
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<tr>
<td>Canadian Pacific Railway-US (SOO Line and D&amp;H) (*)</td>
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<tr>
<td>China Shipping Container Line (*) (**)</td>
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<td></td>
</tr>
<tr>
<td>CMA-CGM (America) LLC</td>
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<tr>
<td>COFC Logistics LLC</td>
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<tr>
<td>Consolidated Chassis Management LLC (*) (**)</td>
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<tr>
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<td></td>
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<tr>
<td>CSX Intermodal Terminals, Inc. (*) (**)</td>
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<tr>
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<td>Evergreen Shipping Agency (America) Corporation (*)(**)</td>
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<td></td>
</tr>
<tr>
<td>Galgort Pte Ltd (trading as GAL) (*) (**)</td>
<td></td>
<td></td>
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<tr>
<td>Hamburg Sud North America, Inc. (*) (formerly HSAC Logistics, Inc.)</td>
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</tr>
<tr>
<td>Hanjin Shipping Co., Ltd. (*) (**)</td>
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<td>Hapag-Lloyd (America) Inc. (<strong>) (</strong>)</td>
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<td>K-Line America, Inc. (Kawasaki Kisen Kaisha, Ltd.) (*) (**)</td>
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<td>Pacific International Lines (Private) Limited</td>
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<tr>
<td>Zim American Integrated Shipping Service Co LLC (*) (**)</td>
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**Note:** All the above providers require to be named additional insured on the Auto Liability. In addition to naming the companies indicated above additional insured on Auto Liability:

(*) The companies above indicated with a single asterisk require that you make them additional insured on your General Liability Policy.

(**) The companies above indicated with a double asterisk require that you make them additional insured on your Cargo and/or Trailer Interchange Coverages.

Please complete this form and fax it to your insurance agent.

**MOTOR CARRIERS COMPANY NAME:**

**ADDRESS:**

**PHONE:** ____________________________ **FAX:**

**MOTOR CARRIERS EMAIL ADDRESS:**

**INS. AGENT OR INS. CO. SIGNATURE:** ____________ **DATE:**

**INS. AGENT OR INS. CO. EMAIL ADDRESS:**

This form must be signed by the insurance agent & sent to the UIIA Office with a copy of the certificate stating the following: The attached list of providers are named additional insured on Auto. Those companies marked with (*) are additional insured on General and those marked with (**) are additional insured on Trailer Interchange.

**REMINDER:** SECTION F.6. OF THE UIIA REQUIRES THIRTY (30) DAYS NOTICE OF ANY CANCELLATION OF THE INSURANCE POLICIES BE PROVIDED TO IANA, UNLESS CANCELLATION IS A RESULT OF NON-PAYMENT OF PREMIUM IN WHICH CASE TEN (10) DAYS ADVANCE NOTICE IS REQUIRED.

*Note: This form is not available for use in Texas.*
## UIIA Equipment Provider Required Insurance Coverage w/Limits

All UIIA Equipment Providers require to be named additional insured on Auto Liability. Those with a (*) next to the General Liability Limit require to be additional insured on General Liability. Those with a (**) next to the Trailer Interchange Limit require to be additional insured on Trailer Interchange as well.

*Please note that all limits below are shown in US Funds. If providing limits in Canadian funds, the limit should be equivalent to the US Funds limits shown below.

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<th>Equipment Provider</th>
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<td>Union Pacific Railroad Company</td>
<td>1 million</td>
<td></td>
<td>1 million</td>
<td></td>
<td>100,000</td>
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<tr>
<td>United Arab Shipping Company</td>
<td>1 million</td>
<td></td>
<td>1 million *</td>
<td></td>
<td>100,000</td>
<td></td>
<td></td>
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<tr>
<td>US Lines LLC (formerly ANL-USL)</td>
<td>1 million</td>
<td></td>
<td>1 million</td>
<td></td>
<td>100,000</td>
<td></td>
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<tr>
<td>Virginia Intl Terminal (VA Inland Port)</td>
<td>1 million</td>
<td></td>
<td>1 million *</td>
<td></td>
<td>100,000</td>
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<tr>
<td>Wan Hai Lines Ltd.</td>
<td>1 million</td>
<td></td>
<td>1 million</td>
<td></td>
<td>100,000</td>
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<tr>
<td>XPO Stacktrain (formerly: Pacer Stacktrain)</td>
<td>1 million</td>
<td></td>
<td>1 million *</td>
<td></td>
<td>100,000</td>
<td></td>
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</tr>
<tr>
<td>Yangming Marine Transport</td>
<td>1 million</td>
<td></td>
<td>1 million*</td>
<td></td>
<td>100,000</td>
<td>10,000</td>
<td></td>
<td>20,000*</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Zim American Integrated Shipping Services Co., LLC</td>
<td>1 million</td>
<td></td>
<td>1 million *</td>
<td></td>
<td>50,000</td>
<td></td>
<td>50,000</td>
<td>50,000*</td>
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</tr>
</tbody>
</table>

**UIIA Basic Requirements**

- 1 million
- 1 million
- Yes - UIIE-1, CA23-17 or TE23-17B endorsement.

**KEY TO ADDL INSURED REQUIREMENTS**

- EP requires to be addl insured on auto
- (*)EP requires to be addl insured on general
- (**)EP requires to be addl insured on trailer interchange

**revised: 08/02/16**
TRUCKERS UNIFORM INTERMODAL INTERCHANGE ENDORSEMENT
(IANA FORM UIIE-1)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<table>
<thead>
<tr>
<th>Endorsement Effective:</th>
<th>Policy Number:</th>
</tr>
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<tbody>
<tr>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Name Insured:</th>
<th>Countersigned By: (Authorized Representative of Ins. Co.)</th>
</tr>
</thead>
<tbody>
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</table>

It is agreed that such insurance as is afforded by the policy for Auto Bodily Injury and Property Damage Liability applies to liability assumed by the named insured, as “Motor Carrier Participant,” under Subsection F.4. of the Uniform Intermodal Interchange and Facilities Access Agreement, and any subsequent amendments thereto:

F. Liability, Indemnity, and Insurance

F.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, 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.

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.

Subject to the following provisions:

1. The limits of the company’s liability under this policy for damages because of bodily injury and property damage arising out of the use, operation, maintenance or possession of interchange equipment shall be the applicable amount stated below and designated by an “x” unless a greater amount is otherwise stated in the policy as applicable to such bodily injury or property damage.

   [ ] Single Limit Bodily Injury and Property Damage........................................ $1,000,000 Each Accident (or the Equivalent)

2. The company shall:

   (a) Upon issuance of this endorsement, furnish to the President, The Intermodal Association of North America, 11785 Beltsville Drive, Suite 1100, Calverton, Maryland 20705-4048, a properly executed Certificate of Insurance which carries the notation that the company has issued to the named insured Motor Carrier a policy of liability insurance; and

   (b) Upon cancellation or termination of the policy of which this endorsement forms a part, furnish a notice of such cancellation or termination NOT LESS THAN 30 DAYS prior to the effective date of such cancellation or termination, such notice to be mailed to said President at the above address.