



INSTITUT
POLAIRE
FRANÇAIS
PAUL-ÉMILE VICTOR

Special Administrative Terms and Conditions (C.C.A.P.)

**Contracting Authority:
French Polar Institute Paul Emile Victor
(IPEV)**

Subject of the tender:

**Manufacture and delivery of a container sledge for logistics
transport in Antarctica**

Tender No. IPEV_2026_008

**General administrative clauses :
Public Contracts for industrial Contracts (CCAG MI)**

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Article 1. PURPOSE OF THE CONTRACT – GENERAL TERMS AND CONDITIONS

1.1. Purpose of the public Contract

The provisions of this document concern the manufacture and delivery of a container sledge for logistics operations in Antarctica.

The performance of this Contract is governed by the General Administrative Terms and Conditions for Industrial Public Procurement Contracts (CCAG MI).

1.2. Form of the Contract

1.2.1. Form of the Contract

This Contract is a standard Contract.

1.3. Parties involved

1.3.1. Representation of the Purchaser

In application of Article 3.3 of the CCAG MI, the Director of the Polar Institute shall designate, as soon as the Contract is notified, the persons authorised to represent the Institute and specify the signing powers to be granted to them.

1.3.2. Freight Forwarder

The Purchaser uses the services of a freight forwarder in Hobart (Tasmania, Australia). Their contact details are detailed in appendix 1 of this document.

1.3.3. Representation of the Contractor

Upon notification of the Contract, the Contractor shall designate a principal contact for the purposes of the Contract. This contact person shall be deemed to have sufficient authority to take the necessary decisions binding on the Contractor.

The Contractor is required to notify the Contracting Authority without delay of any changes occurring during the performance of the Contract, relating in particular to the main contact person. More generally, the Contractor must notify the Contracting Authority without delay of any significant changes to the company's operations that may affect the performance of the Contract.

1.4. SubContracting

Pursuant to Law No. 75-1334 of 31 December 1975, as amended, relating to subContracting, and in accordance with the rules laid down in the Public Procurement Code, the Contractor is authorised to subContract the performance of certain parts of the Contract, which shall necessarily entail direct payment to the subContractor for services exceeding six hundred (600) € including VAT (at the applicable VAT rate).

The subContractor must be approved by the Purchaser, and its terms of payment must be accepted by the Purchaser.

The Contractor undertakes to ensure that any subContractors comply with all the terms of this Contract. In all cases, the Contractor remains fully liable to the Purchaser for any subContracted services.

Any unauthorised subContracting shall result in the termination of the Contract at the Contractor's expense and risk.

Article 2. CONTRACTUAL DOCUMENTS

By derogation from Article 4.1 of the CCAG MI, the documents constituting this Contract are listed below in descending order of priority. In the event of any contradictions or discrepancies between them, these documents shall prevail in the order in which they are listed.

2.1. Specific documents

- ✓ The Contract Agreement and its appendices
- ✓ The Special Administrative Terms and Conditions (CCAP) and its appendices
- ✓ The Special Technical Specifications (CCTP)

2.2. General documents

- ✓ The General Administrative Terms and Conditions for Industrial Public Procurement Contracts (CCAG MI), approved by the Order of 30 March 2021.

The CCAG MI is a general document which, although not attached, forms an integral part of the Contract and is deemed to be known to the Contractor. It is available online at the following address: <https://www.economie.gouv.fr/daj/cahiers-clauses-administratives-generales-et-techniques>.

2.3. Conformity of the Contractual documents

All documents forming part of the Contract are deemed to be consistent with each other and complementary in their order of prevalence. The Contractor is obliged to check the documentation made available to them and to notify the Purchaser, of any errors, omissions or contradictions that can reasonably be detected.

As a reminder, no general or specific terms and conditions contained in the documents submitted by the Contractor may form part of this Contract. This applies, without this list being exhaustive, to terms and conditions of purchase, terms and conditions of sale, terms and conditions appearing on invoices, and terms and conditions set out in commercial documents.

Article 3. COMMUNICATION PROCEDURES

The Polar Institute communicates with the Contractor via service orders, which are sent to the Contractor by email or via the Institute's PLACE Purchaser profile – www.marches-publics.gouv.fr – ensuring that acknowledgements of receipt are available in all cases.

Before the beginning of the Contract, the Contractor shall provide the Contracting Authority with the email addresses to which service orders shall be sent.

Article 4. DURATION OF THE CONTRACT

4.1. Contract Period – Performance Deadlines

The Contract is concluded for a period covering all the services required for the manufacture and delivery of the sledge.

The sledge must be delivered to the port of Hobart (Tasmania) no later than **1 November, 2026**.

4.2. Extension of performance deadlines

The provisions of Article 14.3 of the reference General Conditions of Contracts (CCAG) apply.

Article 5. CONTRACT PRICES

5.1. Advance payment

Not applicable.

5.2. Division of payments

The Contract Agreement specifies the amounts to be paid to the Contractor and its subContractors respectively.

5.3. Form and content of prices

The services covered by the Contract shall be paid for on a lump-sum basis in accordance with the Price Schedule.

In addition to supplies, the prices include:

- ✓ all miscellaneous taxes, fiscal charges, parafiscal charges or other charges applicable to the services;
- ✓ warranties;
- ✓ the costs of packaging, packing, storage, transport, handling and delivery of the supplies to the premises designated by the Purchaser;
- ✓ all costs relating to the full performance of the Contract.

5.4. Price adjustments

5.4.1. Month for setting prices of the Contract

Prices are established on the basis of the economic conditions of the month preceding the date of submission of the last tender. This month is referred to as 'month zero' and is indicated on the first page of the Contract agreement.

5.4.2. Method of price adjustment

Notwithstanding Article 11.1.1 of the relevant General Conditions of Contract, the Contract prices shall be fixed from the date of notification of the Contract.

5.4.3. Rules governing adjustments to compensation, penalties and deductions

Deductions and penalties shall not be adjusted or revised.

5.5. Application of VAT

As the equipment is intended for permanent export to Antarctica, prices are quoted exclusive of VAT.

Article 6. TERMS AND CONDITIONS RELATING TO PAYMENT

6.1. Invoicing procedures

Payment requests must be sent electronically to the following address:

<https://chorus-pro.gouv.fr>

NAME: IPEV

SIRET: 180 089 369 00029

The holder shall submit a payment request upon acceptance of the services, in accordance with Article 11.3 of this document.

The payment request must include the following mandatory details:

- ✓ the client: French Polar Institute;
- ✓ the Contract reference;
- ✓ the legal commitment number;
- ✓ the Contractor's name, address and SIRET number;
- ✓ the invoice number and date of issue;
- ✓ a description of the items delivered and the quantity delivered;
- ✓ the weight and dimensions of the parcels;
- ✓ the total price excluding VAT;

6.2. Payment terms

Sums due to the Contractor(s) shall be paid within a total period of 30 days from the date of receipt of payment requests on Chorus.

Article 7. AMENDMENTS TO THE CONTRACT - REVIEW CLAUSE

7.1. General

The amendments apply to the services remaining to be performed from the effective date of the amendment.

7.2. Review clause

Amendments may be made to this Contract, without prior advertising or competitive tendering, pursuant to Article R.2194-1 et seq. of the Public Procurement Code, and shall be carried out by the successful tenderer. The review clause shall take the form of an amendment.

The Contractor shall then be informed in writing of the amendments made to the original Contract. A reasonable period of time shall be allowed for the Contractor to take account of the amendments under the best possible conditions and to provide the Purchaser with a detailed quotation.

Article 8. ORIGIN AND CHARACTERISTICS OF THE SUPPLIES

8.1. Applicable standards

The product supplied must comply with the French regulations and standards in force or with any equivalent European standard, and in particular the standards applicable to human health and the environment.

This provision applies not only to the standards in force on the date the Contract is awarded but also to any new standards that may become effective during the performance of the Contract.

8.2. Specifications and technical characteristics of the sledges

The Contractor shall use an existing model of 20-foot container trailer, which it shall adapt to meet the requirements set out in the Special Technical Specifications (CCTP)

Article 9. CONDITIONS OF PERFORMANCE

9.1. General

The overall performance of the services shall begin at notification of the Contract.

The provisions of Article 3.7.2 of the relevant General Conditions of Contract (CCAG) shall apply.

Where the Contractor is unable to meet the Contractual deadline, they must submit an express request for an extension of time, clearly setting out the circumstances and reasons for the delay, the date on which the triggering event occurred and the additional time requested. Notwithstanding Article 14.3.2 of the reference General Conditions of Contract (CCAG), the Contractor has one working day to submit their request for an extension of time.

9.2. Design phase

9.2.1. Communication with the Purchaser

During this phase, there must be ongoing communication between the Contractor and the Institute. Meetings may be held by videoconference between the various parties involved, if necessary.

The Contractor shall make proposals regarding the choice of materials and fixing systems. As an expert in extreme environments, the Purchaser may advise the Contractor on these choices or even stipulate them.

These discussions should enable the documents submitted to be approved more quickly.

9.2.2. Deliverables

The Contractor shall produce drawings, in DXF or DWG format, which shall be submitted to the Purchaser for approval. In addition to dimensions, these drawings must specify the type of materials used.

The Contractor shall also provide a technical note justifying the structural strength and the sledge's capacity to bear the required loads, as well as the material certificates for the materials used.

9.2.3. Approval of documents by the Purchaser

The documents containing the required descriptions and justifications shall be submitted to the Purchaser, either at the Purchaser's request or on the Contractor's initiative, as soon as possible, for verification and acceptance prior to the commencement of the relevant construction phase.

Electronic submissions are permitted provided they do not require specific paid software to view them. If this is not possible without hindering the performance of the services, the Contractor shall inform the Purchaser of the software required to view and validate the submissions and, ideally, shall provide the Purchaser with a copy.

The Purchaser's departments must validate the documents within a maximum of four weeks of the Contractor supplying all the documents required for such validation.

Validation of the documents by the Purchaser's departments is a prerequisite for the performance of the services in question.

The Contractor shall in return receive a copy of the documents together with the Purchaser's acknowledgement of receipt and, where applicable, any necessary requests for amendments.

9.3. Contract monitoring

The Contractor is required to ensure regular monitoring of the Contract and to be responsive to the Purchaser's various requests.

9.3.1. Kick-off meeting

Following notification of the Contract, the Purchaser shall organise a kick-off meeting with the Contractor in order to discuss the commercial and technical aspects of the Contract.

9.3.2. Other meetings

Independently of the provisions of these monitoring meetings, the Purchaser shall inform the Contractor of the holding of any meeting at which its presence is desired. The Contractor is obliged to attend, provided that it has been notified by e-mail at least 48 hours before the date and time of the meeting.

Article 10. DELIVERY TERMS

10.1. General provisions

The sledge shall only be delivered once the Purchaser has given their approval, following the checks.

10.2. Packaging and wrapping

Packaging and packing are the responsibility of the Contractor. These items shall not be returned to the Contractor.

If wood is used for packaging, it must comply with ISPM 15 and be approved for maritime transport.

The sledge must be identified by a marking stamped on a plate screwed to the sledge or stamped directly onto it, indicating the sledge's composition, dimensions and weight. This marking must be affixed to two opposite sides of the sledge.

The packaging must be carried out in such a way as to prevent any risk of damage during transport and handling. If the sledge is received damaged due to a lack of protection or packaging, the Purchaser shall invoke clause 13.1 of these General Terms and Conditions of Contract.

The sledge must be transportable in a high-cube, open-top container .

10.3. Place of delivery

Tasmanian WorldWide Shipping
Port Control Tower Building
1st Floor/Suite 2, 18 Hunter Street
Hobart, 7000 – Tasmania, Australia

10.4. Delivery terms

10.4.1. Delivery Terms

The Contractor shall arrange for the delivery of the sledge in accordance with the terms of **the Incoterm CIP** (Carriage and Insurance Paid to) **to Hobart**.

10.4.2. Delivery Note

The delivery must be accompanied by a delivery note referring to the Contract. The delivery note shall be handed over in person to the Purchaser or its freight forwarder and shall specify, as a minimum:

- ✓ the Purchaser: French Polar Institute;
- ✓ the Contract reference;
- ✓ the legal commitment number;
- ✓ the name and address of the Contract holder;
- ✓ the Contractor's SIRET number;
- ✓ a description of the item(s) delivered and the quantity delivered
- ✓ the weight of each parcel;
- ✓ the dimensions of each parcel.

In the absence of this delivery note, the Purchaser reserves the right to refuse the delivery.

Article 11. CONFIRMATION OF THE PERFORMANCE OF SERVICES

11.1. Verification operations

Verification procedures shall be carried out in accordance with Article 32 of the relevant General Conditions of Contract (CCAG), subject to the following clarifications:

11.1.1. Manufacture in Europe

If the sledge is manufactured in a Member State of the European Union, the Purchaser shall carry out the verification procedures at the successful tenderer's manufacturing plant, prior to delivery to Hobart.

11.1.2. Manufacture outside Europe

If the sledge is manufactured in a country outside the European Union, the Purchaser or its authorised representative shall carry out the verification procedures at the place of delivery, in Hobart.

11.2. Time limits and inspection reports

Notwithstanding Article 33 of the relevant General Conditions of Contract (CCAG), the time limits available to the Purchaser for carrying out inspections are as follows:

- ✓ to commence factory inspections entitling the Purchaser to payment of the balance, the time limit is fifteen (15) days from the Purchaser's receipt of the notice of presentation sent by the Contractor or

- from the date of presentation specified in that notice, whichever is later;
- ✓ to carry out factory inspections and to notify its decision, the Purchaser has thirty (30) days;
- ✓ to carry out the inspection at the delivery locations specified in the specific Contract documents (Hobart) and to notify its decision, the Purchaser has thirty (30) days from the arrival of the equipment at its destination.

The findings made by the Purchaser shall be recorded in a report setting out, where applicable, the Contractor's reservations.

11.3. Decision following inspections

In accordance with Article 34 of the relevant General Conditions of Contract (CCAG), following the completion of the inspection procedures, the Purchaser shall decide whether to accept, require rectification or reject the works.

Article 12. PENALTIES

Any breach by the Contractor of its Contractual obligations may give rise to a penalty.

Penalties shall apply automatically, without prior formal notice.

Penalties do not constitute a release from liability. The Contractor therefore remains fully liable for its Contractual obligations, in particular for the services whose non-performance has given rise to the application of penalties. The application of penalties is without prejudice to the public authority's right to impose any other Contractual sanctions, in particular to have all or part of the Contract carried out at the Contractor's expense and risk.

12.1. Penalty for delay

Notwithstanding Article 15.1 of the relevant General Conditions of Contract (CCAG), and in the event of the Contractual deadlines being exceeded, the Contractor may incur the penalties set out below, without prior formal notice.

Subject	Penalty
Delay in delivery	€100 per day of delay

In accordance with Article 30.5 of the reference General Conditions of Contract (CCAG), the Purchaser may grant the Contractor an extension of the delivery deadline where a cause beyond the Contractor's control prevents delivery within the Contractual timeframe.

12.2. Exemption threshold and cap on penalties

Notwithstanding Article 15.3 of the CCAG MI, penalties shall apply from the first euro excluding VAT, with no exemption.

Penalties are capped at 20 % of the pre-VAT amount of the purchase order.

Article 13. GUARANTEES AND INSURANCE

13.1. Guarantees

Notwithstanding Article 36 of the CCAG MI, supplies delivered under this Contract are guaranteed for a minimum of two years from the date of their acceptance.

During the guarantee period, the Contractor is obliged to replace defective supplies at its own expense. Products found to be defective and/or unusable must be replaced within a timeframe agreed with the Purchaser.

This warranty, as provided for in the relevant General Conditions of Contract (CCAG), applies independently of the statutory warranty against hidden defects set out in Articles 1641 et seq. of the Civil Code. In the event of a hidden defect, the goods shall be replaced by the Contractor with an identical item within a timeframe agreed with the Purchaser, and the Contractor shall bear the cost of postage. The Purchaser shall arrange for the transport of the equipment from the Antarctic continent to the premises of its freight forwarder in Hobart; these transport costs (return journey) shall be invoiced to the Contract Holder.

13.1.1. Specific warranty on paintwork

The Contractor guarantees the durability of the paint protection applied to the metal structures and components for a period of five (5) years from the date of acceptance of the works.

This warranty obliges the Contractor, during the specified period, to carry out or arrange for the carrying out, at its own expense, upon simple request by the Purchaser, of all repairs or rectifications necessary to remedy

any defects that may be found.

The Purchaser shall arrange for the transport of the equipment from the Antarctic continent to the premises of its freight forwarder in Hobart; these transport costs (return journey) shall be invoiced to the Contractor.

13.2. Insurance

The Contractor shall be liable for the performance of the services and for any damage caused to the Purchaser in the event of non-performance.

The Contractor is liable for any damage that may result from the performance of the services: to its own staff, to the Purchaser's agents or to third parties, to its own property, to property belonging to the Purchaser or to the Purchasers, or to third parties.

Notwithstanding Article 10 of the relevant General Conditions of Contract (CCAG), the Contractor must provide evidence, from the date of notification of the Contract and before any work commences, that it holds insurance policies covering its liability towards the Purchaser and third parties who are victims of accidents or damage caused by the performance of the services, by means of a certificate setting out the scope of the liability covered (the nature, amount and duration of the cover).

At any time during the performance of the Contract, the Contractor must be able to produce this certificate, at the Purchaser's request and within fifteen days of receiving the request.

The Contractor undertakes to expressly inform the Purchaser of any changes to its insurance policy.

The termination or cancellation of the insurance policy, or the failure to produce the certificate, without an alternative guarantee accepted by the Purchaser being put in place immediately, constitutes serious misconduct and may result in the termination of the Contract at the Contractor's fault following formal notice.

SubContractors must provide the same documents as the Contractor.

In accordance with the provisions of the Public Procurement Code (CCP), the Contractor may be held liable until the goods have been delivered. Consequently, the Contractor shall be responsible for any Contractual liability claims against the carrier for any damage of any kind, including, in particular, loss, damage and delays. Compensation for the loss suffered by the Purchaser is entirely separate from any action brought by the Contractor against the carrier.

Article 14. INTELLECTUAL PROPERTY

The provisions of Chapter 6 of the relevant General Conditions of Contract (CCAG) shall apply.

In accordance with Article 40 of the same General Conditions of Contract (CCAG), the Contractor assigns to the Purchaser the economic rights arising from copyright or rights related to copyright in respect of the results, for the purposes and use of the Purchaser.

Article 15. RIGHTS TO QUOTE AND USE IMAGES OF THE FRENCH POLAR INSTITUTE

The French Polar Institute Paul-Emile Victor does not authorise any mention of its name, logo, photographs or plans relating to its activities and staff.

This prohibition applies to any oral and/or written communication on any physical and/or digital medium, whether in connection with this Contract, as a client reference, or under a separate Contractual relationship.

This prohibition applies to the Contract holder as well as to its co-Contractors and subContractors.

Any request to mention the Polar Institute shall, upon the effective and compliant completion of the works or services covered by the Contract, meet the criteria ensuring that the Institute receives:

- ✓ communication that enhances the Institute's public or private image in relation to its polar logistics activities,
- ✓ the completion of work or the supply of goods or services with proven technical added value or representing a technological, scientific or logistical advancement relating to polar logistical and scientific activities.

This communication shall be the subject of a specific agreement setting out the rights and obligations regarding the use of the name, logo, photographs and any other content, in accordance with rules and a duration to be determined between the Polar Institute and the Contract Holder.

Article 16. DISPUTES AND LITIGATION

16.1. Amicable settlement

The Purchaser and the Contractor shall endeavour to settle amicably any dispute that may arise concerning

the interpretation of the provisions of this public Contract or the performance of the services.

Should difficulties arise between the Institute and the Contractor(s) regarding the performance of the terms of this Contract and should negotiations fail to produce a resolution, the matter may be referred, in the first instance, to the procedure for amicable settlement set out in Articles R 2197-1 to R 2197-24 of the Public Procurement Code.

16.2. Applicable law

This Contract is governed solely by French law. In the event of litigation relating to the Contract, and without prejudice to the provisions of Article 49 of the CCAG MI, the dispute shall be brought before the:

Administrative Court of Rennes (35)
3, Contour de la Motte - CS 44416 - 35044 Rennes Cedex
Tel: 02 23 21 28 28

Article 17. TERMINATION OF THE CONTRACT

The provisions of the CCAG MI shall apply.

In the event of termination for breach by the Contractor, ordered pursuant to Article 44 of the CCAG MI, the Purchaser may arrange for a third party to carry out the terminated part of the Contract at the Contractor's expense and risk. In such cases, the termination decision shall explicitly state this.

Article 18. DEROGATION FROM THE CCAG

The relevant clause of the CCP	Derogates from the relevant clause of the CCAG MI
2	4.1
4.4.2	11.1.1
9.1.3	14.3.2
11.2	33
12.1	15.1
12.2	15.3
13.1	36
13.2	10

APPENDICES

APPENDIX 1: CONTACT DETAILS OF THE FREIGHT FORWARDER

Hobart – Tasmania – Australia

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