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Civil-Law Mechanisms for Reducing Corruption Risks in Public Procurement of Logistics Services

Azimjon Azamatovich Eshonkulov, LL.M.
Lecturer, Training Institute for Lawyers, Under the Ministry of Justice of The Republic of Uzbekistan

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Abstract: This article examines civil-law mechanisms for reducing corruption risks in the public procurement of logistics services. It argues that corruption prevention should not rely solely on administrative or criminal prohibitions, but should also be embedded in contract design, verifiable digital evidence of performance, controls on conflicts of interest, and proportionate property liability. A public procurement contract is treated as a special-regime civil transaction in which private-law form intersects with public interests. The article analyses developments in Uzbekistan's legislation during 2024–2026, including the potential invalidity of transactions affected by corruption or conflicts of interest, digital risk analysis, the register of unreliable suppliers, and the outsourcing of logistics services. Drawing on the approaches of the United States, the European Union, and Germany, it proposes a "anti-corruption resilient modular logistics contract" integrating beneficial-ownership disclosure, subcontracting controls, GPS/e-CMR and weighing evidence, objective price-adjustment formulas, limits on contract modifications, audit rights, performance security, contractual penalties, damages, restitution, and self-cleaning criteria. The article concludes that a digital risk indicator should trigger enhanced review rather than serve as automatic proof of corruption or as an independent ground for invalidating a contract.

Keywords: Public procurement; public contract; logistics contract; corruption risk; conflict of interest; beneficial ownership; invalidity; digital evidence; contractual penalties; damages.

Introduction: Publicly procured logistics may include freight and passenger transport, freight forwarding, warehousing, consolidation, sorting, customs documentation, route management, and last-mile delivery. Although procurement law commonly classifies these activities as services, their civil-law substance combines several types of obligations. Public procurement rules introduce transparency, competition, impartiality, integrity, and sustainability requirements, while transport legislation regulates carrier status, safety, and operational requirements.

The risk does not end when a procurement winner is selected. In logistics, corrupt rent may arise through restrictive technical specifications tailored to a particular vehicle fleet, sham competition among affiliated bidders, inflated route or weight data, acceptance certificates for trips that never occurred, undisclosed subcontractors, price changes justified by alleged emergencies, or unjustifiably accelerated payments. Transparent tendering alone is therefore insufficient. The contract should make corrupt conduct economically unattractive, difficult to conceal evidentially, and subject to predictable legal consequences.

The domestic legal literature characterises public procurement transactions as agreements that retain the general features of civil contracts but also contain administrative and public-law elements because of their formation, participants, and liability regime. This article accepts that special character while clarifying that special regulation does not eliminate the civil-law nature of the contract. Instead, it supplements freedom of contract with statutory limits, disclosure duties, special rules on invalidity, and public oversight. The contract is thus not merely a shadow of sanctions imposed after an offence; it is an independent ex ante mechanism for allocating risk. [27][29]

The study aims to systematise civil-law mechanisms

capable of reducing corruption risks throughout the public logistics procurement cycle and to develop normative and model-contract proposals for Uzbekistan. It addresses the legal nature of the procurement contract, the effects of legislative developments in 2024–2026, the adaptation of debarment, self-cleaning and contract-modification rules, the distinction between digital risk signals and admissible evidence, and the design of modular logistics contracts. [6]

RESEARCH METHODOLOGY AND CONCEPTUAL FRAMEWORK

The research combines normative-legal, formal-legal, comparative-legal, functional, and doctrinal methods. Uzbek legislation is considered as at 24 August 2026. The comparative framework includes Article 9 of the United Nations Convention against Corruption, the UNCITRAL Model Law on Public Procurement, OECD recommendations, Directive 2014/24/EU, Germany's GWB and VgV framework, and the United States Federal Acquisition Regulation (FAR). The comparison does not seek to transplant rules mechanically; it identifies how different systems address affiliated bidders, fictitious performance, contract modification, and compensation. (United Nations, 2003; United Nations Commission on International Trade Law, 2011; OECD, 2015; European Parliament and Council of the European Union, 2014; Federal Acquisition Regulation, n.d.). [4][6][7]

A civil-law anti-corruption mechanism is understood as a combination of rights, duties, disclosure requirements, performance security, evidentiary rules, invalidity, restitution, contractual penalties, damages, suspension or termination, recourse, and dispute-resolution mechanisms that shape the parties' conduct before and after contract formation. This conception avoids reducing anti-corruption compliance to a single contractual clause. [27]

Public procurement systems pursue objectives that may conflict: competition, integrity, transparency, efficiency, value for money, risk control, and consistent treatment. Excessive prior approvals may delay urgent deliveries, while unlimited discretion may turn emergency procurement into an exception vulnerable to manipulation. The appropriate solution is controlled discretion: pre-announced change formulas, digital audit trails, recusal of conflicted decision-makers, and independent ex post review. Procurement data, GPS records, electronic consignment notes, weighing records, and payment records should cross-check one another so that a single official is not the sole gatekeeper of the facts. (Schooner, 2002; Søreide, 2002; Rose-Ackerman & Palifka, 2016; Yukins, 2010). [28][31]

THE CIVIL-LAW NATURE OF PUBLIC LOGISTICS PROCUREMENT CONTRACTS

Articles 353–354 of the Civil Code permit contracts provided for by law, unnamed contracts, and mixed contracts. A public logistics contract is often mixed: the transport module covers delivery and handover; freight forwarding covers documentation, routing, customs procedures, and coordination of carriers; warehousing covers safety and preservation; and service or IT modules cover monitoring, sorting, and system integration. Each module has different performance criteria, evidence, and liability measures. (Republic of Uzbekistan, n.d., arts. 353–354). [27]

For non-delivery, transport documents and GPS records may be central evidence. A breach of temperature requirements may be assessed through sensor logs and warehouse records, while an inappropriate route may require evaluation of the forwarder's professional diligence against agreed optimisation criteria. Treating all obligations as a generic "logistics service" creates evidentiary and liability gaps that may be exploited to certify unperformed work as completed. [16]

The contract should therefore have two layers. The first is the mandatory procurement regime governing selection, transparency, exclusion, complaints, and registration. The second is the private-law performance regime governing the subject matter, quality, time, evidence, price, security, and liability. A procurement-law breach does not necessarily mean that every private-law consequence follows automatically: invalidity, restitution, and damages must rest on applicable legal grounds and an assessment of causation. Conversely, a lawful tender does not prevent civil claims arising from payment under a false acceptance certificate. (Republic of Uzbekistan, 2021a). [27]

UZBEKISTAN'S LEGAL FRAMEWORK AND DEVELOPMENTS IN 2024–2026

1. Principles, participants, and conflicts of interest

The Public Procurement Law establishes professional responsibility, justification, rational and efficient use of public funds, openness and transparency, competition and impartiality, proportionality, integrity of the procurement system, and prevention of corruption. The Anti-Corruption Law further supports transparency, fair competition, objective criteria, internal control, and complaint safeguards. Amendments introduced by Law No. O'RQ-1005, effective from 1 March 2025, strengthened the sustainability principle and create scope for evaluating

life-cycle costs, waste, empty running, and energy efficiency. Such criteria must nevertheless be measurable, verifiable, and related to the procurement subject; otherwise, they can become a means of favouring a particular supplier. (Republic of Uzbekistan, 2021a, 2017). [3][18][24]

Tender participants may be required to demonstrate technical, financial, material, and human resources; legal capacity to contract; absence of relevant tax arrears; solvency; and compliance with judicial obligations. In logistics, verification should go beyond the nominal existence of a vehicle or warehouse and examine lawful access, permits, licences where applicable, actual drivers and operators, insurance, and prior performance. Members of procurement commissions should act impartially and recuse themselves where personally interested. [16]

The 2024 Law on Conflicts of Interest (No. O‘RQ-931) applies to specified public bodies and state-linked entities and provides a framework for identifying conflicts through procurement offers, commission records, contracts, beneficial-ownership information, and other public databases. A contractual beneficial-ownership declaration does not merely duplicate a public register; it creates an independent contractual assurance that the counterparty’s information is complete and up to date. [23]

2. Invalidity, restitution, damages, and recourse

A significant civil-law development in 2024 linked conflicts of interest and corruption more directly to the legal fate of transactions. Under Articles 114 and 116 of the Civil Code, transactions concluded in circumstances involving corruption or a conflict of interest may be subject to invalidity and specific property consequences. The Law on Conflicts of Interest also provides for transferring certain benefits to state revenue, allocating performance costs to the culpable person, and recourse against a culpable employee. (Republic of Uzbekistan, n.d., arts. 114, 116; Republic of Uzbekistan, 2024a). [10][23][27]

These provisions should not be applied mechanically. Although invalidity can be a strong anti-corruption response, a court should also consider services actually performed, third-party interests, perishable goods, workers’ remuneration, and the real benefit received by the state. The article adopts a two-stage approach. A clause intended to facilitate bribery, or a corrupt purpose in itself, cannot receive legal protection. Where corruption affected the award of the main logistics contract, however, the court should assess causation, the state’s irreversible benefit, management culpability and compliance controls, cooperation and compensation, and third-party interests. These factors do not displace special statutory consequences; they help establish the evidence relevant to benefit, costs, damage, and culpability. (Davis, 2018; Council of Europe, 1999). [3][27]

3. Mandatory anti-corruption clauses, registers, and complaints

Presidential Decree No. PF-6313 requires anti-corruption provisions in public procurement contracts and contemplates suspension or unilateral termination, as well as claims for damages, when corruption is committed by a party, subcontractor, agent, or other engaged person. To be effective, the clause should address reporting deadlines, attribution of conduct, limits on withholding disputed payments, preservation of evidence, audit access, remediation of conflicts, and termination where a breach is not remedied. [14][27]

Procurement law restricts the artificial bundling of unrelated objects and requires contracts to be entered in the unified register; payment is not permitted for a contract that has not been registered. The contract’s unique identifier should therefore connect the electronic consignment note, GPS trace, weighing receipt, acceptance certificate, e-invoice, amendment, and payment order. Rules registered as No. 3599 regulate the register of unreliable suppliers, including information concerning false documents, non-performance, undisclosed affiliation or conflicts, and relevant corruption convictions. The article proposes a proportionate self-cleaning route, based on compensation, full cooperation, removal of responsible personnel, and independently verified internal controls, while reserving strict treatment for grave or repeated corruption. [25][37]

A prompt and fair procurement-complaint mechanism can interrupt corruption before contract formation. Complaint rights should also remain meaningful after award: if amendments and current performance data are not published, competitors’ procedural interests may effectively disappear once the contract is signed. A short challenge period for material contract changes is therefore proposed. (Republic of Uzbekistan, 2021a).

4. Digitalisation and reforms in 2025–2026

The 2025–2027 strategy for improving public procurement prioritises electronic technologies, digital monitoring of contract performance, detection of risk, conflicts of interest and affiliation, and stronger internal, external, and public oversight. Presidential Decree No. PF-259 of 26 December 2025 envisages an artificial-intelligence module for calculating average market prices on the special procurement portal from 1 March 2026. Such a module may assist in setting an initial price, but logistics costs depend on route, season,

empty return journeys, fuel, storage temperature, customs delays, and insurance. The algorithm's methodology, data date, exceptions, and reasoned human override should therefore be transparent. [15]

The decree's roadmap includes tasks scheduled for completion by September 2026, including contract-management tools, public information on delayed deliveries, automated penalties, and court notifications. As of the article's stated reference date of 24 August 2026, these tasks should be described as implementation obligations rather than completed outcomes. A Cabinet of Ministers resolution dated 12 June 2026 also identifies certain transport services for outsourcing and envisages a dedicated portal page from 1 September 2026. [16][26]

Digitalisation does not mean that more data automatically means less corruption. Procurement risk indicators based on single bids, short advertising periods, repeated winners, and price anomalies can identify patterns, but they are not proof of corruption. A risk score should trigger enhanced review, be explainable, allow correction of inaccurate data, and never automatically cause invalidity or registration on an exclusion list. (Fazekas et al., 2016). [5][27]

COMPARATIVE LAW AND SCHOLARLY DEBATE

1. OECD and UNCITRAL: the procurement life cycle and procedural safeguards

The OECD Recommendation on Public Procurement treats procurement as an integrated cycle involving transparency, integrity, access, balance, stakeholder participation, efficiency, e-procurement, capacity, evaluation, risk management, accountability, and integrated governance. The UNCITRAL Model Law emphasises published criteria, equal treatment, recordkeeping, and effective review. Together, these instruments support anti-corruption safeguards that begin before the tender and continue through final payment. (OECD, 2015; United Nations Commission on International Trade Law, 2011). [11][36]

Scholarship on horizontal policies in procurement and the risks of excessive discretion suggests that environmental and social objectives can be pursued without undermining competition. In logistics, sustainability criteria should use measurable indicators-such as CO_2 per tonne-kilometre, the share of empty running, fuel consumption, or the proportion of electric vehicles-rather than vague concepts such as "environmental reputation". (Arrowsmith, 2010; Sánchez-Graells, 2015). [1]

2. European Union and Germany: conflicts, exclusion, self-cleaning, and modification

Directive 2014/24/EU requires contracting authorities to prevent, identify, and remedy conflicts of interest; corruption and certain other offences constitute grounds for exclusion. Article 72 limits contract modifications that would circumvent competition and distinguishes clear review clauses, additional needs, unforeseeable circumstances, and material changes. Germany's GWB and VgV framework similarly combines competition, transparency, equal treatment, economy, proportionality, and conflict-of-interest controls. GWB provisions address mandatory exclusion for serious offences, self-cleaning through compensation, cooperation and organisational measures, and material contract changes. (European Parliament and Council of the European Union, 2014). [3][4][7][8][9]

These rules balance trust in suppliers with the possibility of restoring trust through genuine reform. A self-cleaning procedure should not amount to purchasing a certificate: it should require independent verification, full compensation, cooperation, and examination of changes in beneficial ownership or management. A material modification that changes the economic balance or could have affected the original competition should normally require a new procurement, while clear and unambiguous review clauses may permit lawful adaptation. (Germany, n.d.-a, n.d.-b; Wettbewerbsregistergesetz, n.d.). [7][8][9]

3. United States: compliance, debarment, and false claims

FAR 52.203-13 requires specified contractors to maintain a written code of business ethics, a compliance programme, and internal controls, and to report credible evidence of certain misconduct to the appropriate authorities. Related requirements may be flowed down to subcontractors. Uzbekistan could adapt this approach through risk-based compliance and reporting duties across the subcontracting chain rather than importing US monetary thresholds unchanged. (Federal Acquisition Regulation, n.d.). [6]

FAR debarment provisions are designed to protect the public interest, not simply to punish. Fair procedures, the supplier's opportunity to respond, the seriousness of the conduct, and remedial measures matter. The US False Claims Act allows enhanced recovery for knowingly false claims, but its multipliers should not be transplanted directly into Uzbek law. Instead, national rules could clarify recovery of unjustified payments, interest, reasonable investigation and re-procurement costs, and other proven loss. The Covan World Wide Moving matter, involving allegedly false weight records and inflated payment claims, illustrates why weighing evidence should be a condition of payment rather than a mere attachment. (Federal Acquisition Regulation,

n.d.; U.S. Department of Justice, n.d.). [6][34]

PROPOSED MODEL: AN ANTI-CORRUPTION RESILIENT MODULAR LOGISTICS CONTRACT

The proposed model treats public logistics procurement not as one vague service but as a set of connected modules. Each module follows the chain "obligation-evidence-payment condition-breach-legal consequence". The objective is to break the information monopoly that can enable collusion between an official and a supplier.

1. Integrity and ownership module

The contractor and material subcontractors should disclose ultimate beneficial owners; family, employment, debt, or other economic links with the contracting authority, procurement commission, consultants, and oversight personnel; intermediaries and their remuneration; and relevant exclusion or debarment history during the preceding three years. Changes should be reported within ten working days. False or incomplete disclosure should constitute a serious contractual breach and may justify withholding the disputed payment, calling security, or termination. The contract should distinguish reasonable suspicion, credible evidence, and facts established by a court or competent authority. Suspicion may justify temporary safeguards and requests for documents, but not automatic findings of liability. [6]

2. Scope, performance evidence, and acceptance module

Transport, forwarding, warehousing, sorting, IT monitoring, and other services should have separate deliverables, deadlines, and key performance indicators (KPIs). Each trip should have a digital evidence package linking the contract identifier, electronic consignment note, authenticated dispatch and receipt, GPS trace, vehicle and driver identifiers, weighing and temperature records where relevant, seal data, timestamped acceptance, and e-invoice. The e-CMR model may inform international carriage; domestic services need a functionally equivalent system that ensures provenance, integrity, change history, and authentication. [37]

GPS alone is insufficient because a device can be moved between vehicles. GPS, vehicle registration, weighing records, and recipient confirmation should be cross-verified. For high-risk contracts, operational staff should confirm the factual performance while finance or compliance staff verify the completeness of the evidence package. If a discrepancy is detected, only the disputed portion should be quarantined; unjustified withholding of the entire payment should be avoided.

3. Price, modification, and payment module

Price should comprise a base service fee, variable objective costs, and a risk premium. Where fuel, official tariffs, or currency components fluctuate, the tender documents should disclose an indexation formula, including the baseline index, source, calculation period, upper and lower limits, and a no-change band. A vague clause allowing the parties to agree later that "market prices have increased" should be prohibited. AI-generated average prices should be advisory and should not replace the contractual formula or primary market data.

Contract changes should be classified as: (1) changes permitted under a clear, pre-announced review clause; (2) changes required by genuinely unforeseeable circumstances despite reasonable care; and (3) material changes that alter the economic balance in favour of the contractor or could have changed the scope or outcome of the original competition. The third category should require a new procurement. The article proposes a rebuttable presumption of materiality where the total service price increases by more than, for example, 10 percent, while recognising that percentage alone cannot be decisive. [4][29]

Payment should depend on registration of the contract, a verified digital evidence package, and valid conflict-of-interest declarations. Advance payments should be secured by a bank guarantee or other proportionate security. Where payment is claimed for an unaccepted service, the authority should be able to seek repayment, interest, reasonable investigation and re-procurement costs, and other proven damage. A punitive multiplier should not be introduced covertly through contract wording where the law does not authorise it.

4. Security, liability, and remediation module

Security should be proportionate to risk: bid security for withdrawal risk, an advance-payment guarantee for prepayment, performance security for delivery and quality, and retention for latent defects. Requiring every form of security at the maximum level can exclude smaller carriers and increase concentration or collusion risks. The liability matrix should specify daily delay penalties and caps; actual loss for lost or damaged cargo; serious-breach consequences for false evidence or concealed beneficial ownership; termination and claims for invalidity, damages, and relevant benefits where corruption is established; recourse against culpable employees; and referral to the competent register or debarment authority. The same economic loss must not be recovered twice, although proven loss not covered by a contractual penalty may remain recoverable if the contract so provides. [6][27]

Self-cleaning should require cumulative elements: repayment of loss and unlawful benefits; full disclosure of facts; cooperation with competent authorities; removal of responsible persons from management and contract performance; and technical, organisational, and personnel reforms verified by independent audit. Completion may justify reconsideration of the register period, but it does not oblige the public authority to continue the contract. Self-cleaning should be refused in cases of repeated corruption, involvement of senior management, or destruction of evidence.

5. Audit, data, and dispute-resolution module

The contractor should retain relevant electronic and paper records for the statutory or contractual period and provide reasonable access to the contracting authority, authorised auditors, and investigative bodies. Equivalent obligations should flow down to subcontractors. Open Contracting Data Standard principles can support a unified data model from tender to performance and enable preventive analysis of red flags. Commercial confidentiality may justify limited exceptions, but contract value, awardee and beneficial owner, core KPIs, amendments, actual payments, and serious delays should not be concealed. (World Bank, 2025; Open Contracting Partnership, n.d.). [12][16][39]

Ordinary performance disputes concerning quantity, quality, or delay may be addressed through negotiation, expert assessment, mediation, or the economic courts. Procurement-procedure violations should use the dedicated complaint mechanism. Suspected corruption or conflicts of interest must not be "settled away" through a confidential agreement: reporting duties and the court's power to determine invalidity remain. Mediation may address real losses and technical consequences within the law, but cannot legitimise corruption. [27]

PRACTICAL SCENARIOS

1. Domestic scenario: delivery of medical goods to regional destinations

Assume a public institution tenders for delivery of cold-chain medical products to twelve regions. The specifications require dimensions suited to a particular vehicle body, bundle the work into an unjustifiably large lot, and accept only one local certificate. It later emerges that the winner's beneficial owner jointly owns a company with a close relative of a procurement commission member. During performance, GPS data exist, but temperature-sensor files were created later, acceptance certificates were signed at identical times, and some trips were performed by an undisclosed subcontractor.

The proposed model addresses four layers of risk. Restrictive specifications trigger review of market consultation and lot design; beneficial-ownership links trigger recusal and examination of the transaction under Law No. O'RQ-931; digital inconsistencies quarantine disputed payments and prompt independent assessment; and undisclosed subcontracting constitutes a serious breach that may lead to calling security and referral to the register. Before invalidating the entire contract, a court should determine which deliveries were genuinely and safely performed, what benefit the state received, and how corruption affected the outcome. [23]

2. Comparative scenario: false weighing receipts

The Covan matter illustrates how manipulation of weight records in household-goods relocation services can result in inflated claims against the government. In a similar Uzbek case, checking only whether a weighing receipt exists would be inadequate. Payment conditions should connect the scale's metrological status, place and time of weighing, vehicle registration, GPS data, dispatch and receipt confirmation, and the consignment document. A data mismatch should generate a red flag, not an automatic legal conclusion; expert assessment and the contractor's explanation should be obtained first. (U.S. Department of Justice, 2015). [12][34]

PROPOSALS FOR IMPROVING LEGISLATION AND CONTRACT PRACTICE

1. Specify mandatory minimum terms for public procurement contracts in the Public Procurement Law or implementing regulations, including beneficial-ownership disclosure, subcontracting, performance evidence, modifications, audit, anti-corruption duties, and property consequences. [18]

2. Approve a model modular contract for logistics services, with separate deliverables, KPIs, evidence, and liability matrices for transport, forwarding, warehousing, and IT monitoring.

3. Technically link the contract's unique register identifier to electronic consignment documents, GPS data, weighing records, acceptance certificates, e-invoices, amendments, and payments, while retaining the change history. [37]

4. Codify a material-modification test. An increase exceeding 10 percent of service value could create a rebuttable presumption of materiality, subject to clearly pre-announced review clauses.

5. Treat false or late beneficial-ownership and affiliation disclosures as independent serious breaches and require periodic updates.

6. Use digital risk scores only to initiate enhanced

review. Publish the methodology and principal factors and guarantee reasoned human decisions, a right to respond, and correction of inaccurate data.

7. Introduce proportionate self-cleaning for listed suppliers, requiring compensation, cooperation, removal of responsible persons, and independently audited compliance reform.

8. Clarify recoverable loss arising from payment claims supported by false acceptance certificates or electronic records, including unjustified payments, interest, and reasonable investigation and re-procurement costs.

9. Include flow-down clauses extending anti-corruption, beneficial-ownership, audit, and digital-evidence duties to material subcontractors, and require disclosure before their replacement.

10. Publish amendments, current KPIs, actual payments, and serious delays in machine-readable form and create a short challenge period for material changes.

CONCLUSION

An effective civil-law anti-corruption framework for public logistics procurement cannot be limited to a termination clause. It must redesign information flows, evidence, and economic incentives from planning through final payment.

First, the public logistics procurement contract remains a civil-law transaction but is subject to a special regime of formation, disclosure, impartiality, invalidity, and oversight because of the public interest.

Second, the 2024 changes to the Civil Code and the Law on Conflicts of Interest connect corruption and conflicts to property consequences, including invalidity, transfer of benefits to state revenue, damages, and recourse; evidentiary and procedural criteria now require careful implementation.

Third, AI, contract monitoring, and outsourcing reforms in 2025–2026 have preventive potential, but planned tasks must be distinguished from operational mechanisms, and algorithmic decisions must be explainable and contestable.

Fourth, the EU and German material-modification and self-cleaning approaches, together with US compliance flow-down and false-claims practices, can be adapted functionally and proportionately to Uzbek law.

Fifth, a risk indicator is not proof of corruption: it is a procedural signal for enhanced review, while final decisions on invalidity, registration, and damages must rest on evidence, causation, and the parties' right to be heard.

Finally, the proposed modular logistics contract integrates beneficial-ownership disclosure, subcontracting controls, digital evidence, formula-based pricing, modification limits, audit, security, penalties, damages, restitution, and remediation in a single contractual architecture.

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