

Relational Contracting and Governance Guide

Contracts regularly fail to deliver against intended outcomes. On average contracts underperform against expectations by 27%. We continue to use transaction based contracting in an environment that is increasingly reliant on longer term relationships.[1]



1 IACCM (2017) The Purpose of a Contract. Available at: https://www.worldcc.com/Portals/IACCM/resources/files/9876_j18069-iaccm-purpose-of-contract-a4-2017-11-14-v1-webready.pdf.

This guide, developed by WorldCC, has been designed to provide effective and practical support to those wishing to strengthen the quality and integrity of their relationships with customers or suppliers. This guide is based on the WorldCC Relational Principles, which help organizations embed enhanced behavioral norms into the contracting process, pre and post contract award.

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Contracts are a Tool, Not a Weapon

There is a collective recognition within the FFG Enterprise that contracts are a set of minimum obligations, best used as a tool to collectively achieve mutually beneficial outcomes, which may evolve over time to suit the dynamic changes in business practices. Where there is ambiguity in applying contract clauses, parties work together to find the most practical solution, both technically and commercially.



Extract from the Australian FFG Enterprise Innovation and Excellence Award Submission for their work on Relational Contracting. <https://acrobat.adobe.com/id/urn:aaid:sc:EU:8634c6cc-88fe-46d2-9cab-9bb855448df2>

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Section 1: Introduction and Background

A) Introduction

Contracts play a core role in business, society and the world economy. It is often said that “contracts are the lifeblood of any business”[1].

The story of contracting since the 1970s is one of growing volume and complexity as we have increasingly transitioned from a world dominated by individual product-related transactions to one where longer-term services agreements running to scores of pages are commonplace.

Nearly two thirds of all economic activity is made up of services and as 2023 data from UN trade and development confirms, trade in goods continues to decline and trade in services continues to expand[2].

So, contracting is increasingly about planning for the future and about managing projects and relationships in the longer term in an ever more volatile and unpredictable environment. Yet traditional approaches to contracting have continued to be used, prioritizing the transaction and not the relationship.

1 WorldCC (2020) Faster Contracts. Better Contracts. Available at: https://www.worldcc.com/portals/iaccm/Resources/10006_0_Faster-Better.pdf

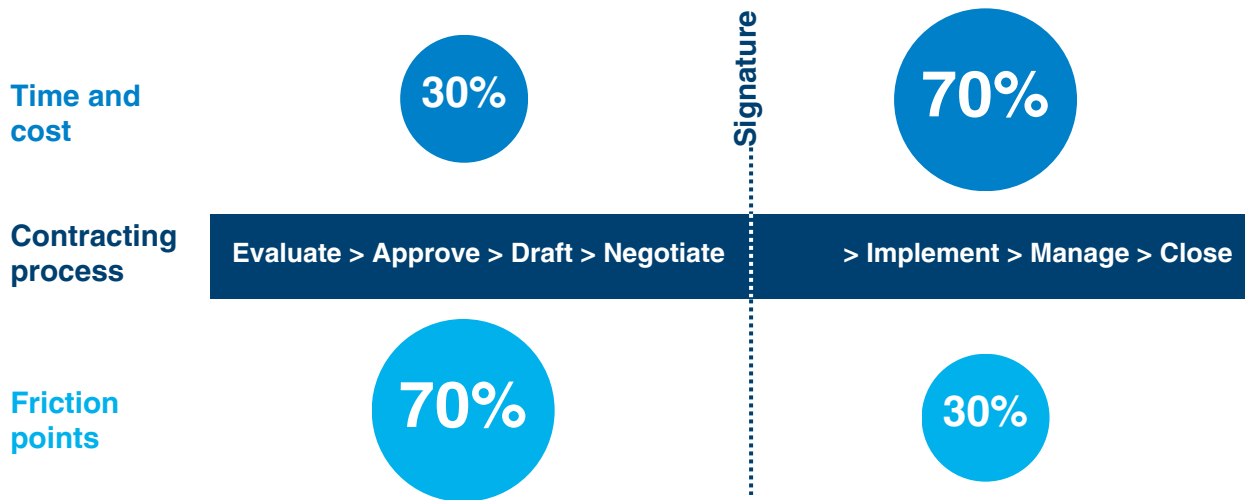
2 UN Trade and Development (2023) Global Trade Update December 2023. Available at: <https://unctad.org/publication/global-trade-update-december-2023>

Section 1: Introduction and Background

B) The Contracting Paradox[3]

“The delusion is that we write contracts to make plans, but we cannot really plan accurately.”

Increasingly, these extensively negotiated agreements, fail to deliver their desired results. WorldCC Research conducted in 2023 confirmed that, on average, value erosion from poor contracting practices equates to around 8.6% of contract value[4] and the majority of that loss occurs post contract signature, i.e., during contract performance[5].



Learn more



Click [here](#) if you would like to know more about where contract value erosion occurs and how to mitigate it.



Click [here](#) to learn more about the friction points that exist in the contracting lifecycle and how to mitigate them.

Today, a growing number of organizations have begun to find ways out of the contracting paradox, reducing value leakage and becoming better at dealing with the increasing uncertainties and complexities of today’s global economy. In short, we are seeing an increase in the use of relational contracting and governance. This guide is designed to help you on that journey.

3 IACCM (2016) Unpacking Relational Contracting. Available at: https://www.worldcc.com/portals/iaccm/Resources/10006_0_Faster-Better.pdf

4 WorldCC (2023) The ROI of Contracting Excellence. Available at: <https://unctad.org/publication/global-trade-update-december-2023>

5 WorldCC (2020) Faster Contracts. Better Contracts. Available at: https://www.worldcc.com/portals/iaccm/Resources/10006_0_Faster-Better.pdf

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Section 1: Introduction and Background


C) What is Relational Contracting?

“Relational Contracting” occurs when the parties establish and maintain compatibility of interests through mutually adopted principles and flexible, interactive procedures that support a mutually successful outcome. Those procedures may or may not be explicit formal elements of the contract.

Relational contracting is a rapidly evolving business-to-business model that governs the relationship between parties and, most importantly, a model that focuses on embedding trust, mutual respect, and ensuring that relationships continue to provide mutual benefits to both parties over time. This is a departure from contracting under traditional regimes in which the parties operate under a structure that is designed to be more rigid and relies on narrowly defined rights, obligations, and remedies for breaches.

Traditional contracting is all about control and compliance. There is a perception that the goals will be achieved by setting legally enforceable rules of engagement. The goal in relational contracting is establishing an appropriate, trust based, collaborative environment and ensuring that the parties reap the benefits of a fluid governance, to achieve the desired outcomes.



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Section 1: Introduction and Background

D) When is Relational Contracting Appropriate?

The expansion of collaborative interactions between parties has maximum value in longer-term and/or complex relationships where the parties recognize that all dealings will have their ups and downs and that change is inevitable and unpredictable. The parties need to be willing to work together to overcome any obstacles to achieving their respective – and joint - objectives. Research has been conducted into the concept of “incomplete contracts,”^[6] which recognizes that it is almost impossible to include every element of an ongoing relationship in a contract, and some things have to be left for the parties to work out collaboratively.

A relational contracting approach is more advantageous in the following scenarios:

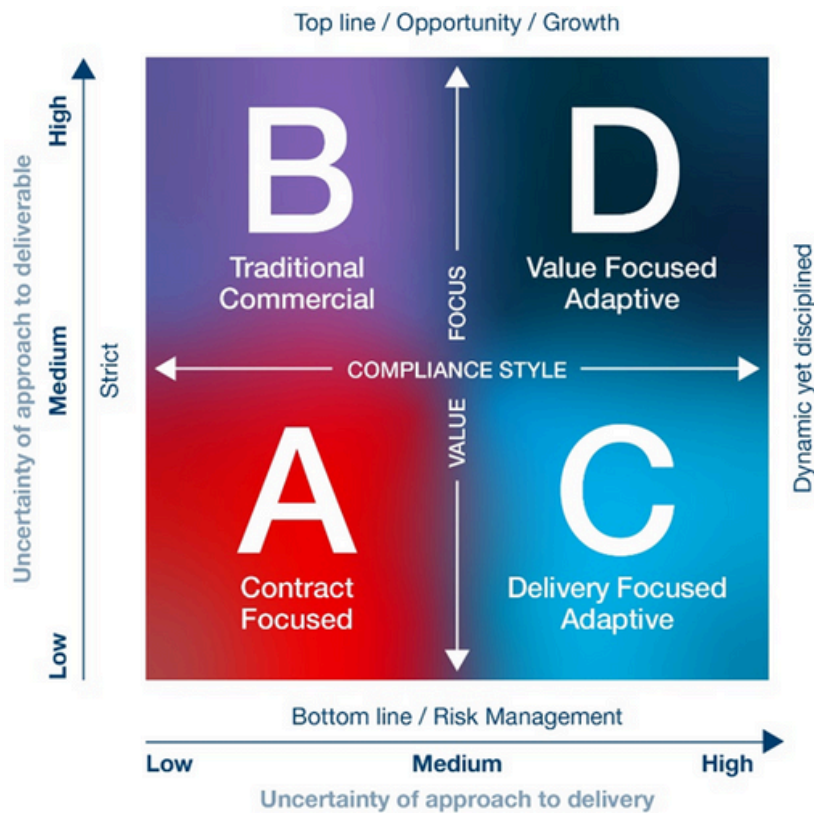
- Embarking on new, long-range projects that are complex or strategic and where the need for close coordination to manage emerging circumstances or events will be critical for success;
- Repairing existing relationship where collaboration has never materialized as originally expected or has broken down;
- Upgrading a straightforward purchasing arrangement to one that is more strategic, relying on more robust synergies;
- Buyers relying on a network of suppliers who are interdependent in providing coordinated goods and services; or
- In highly bespoke transactions where, at the time of initiating the relationship, the parties are uncertain as to future requirements, respective tasks, and/or risk allocations between the parties and will be supplementing the agreement at various milestones based on outcomes of project phases, external factors, and continuous evaluation of the benefits that are flowing from the evolving collaboration.

6 Hart, O (2016) Oliver Hart: Incomplete contracts and the theory of the firm. Lindau Nobel Laureate Meetings. Last Updated: 29 November 2016. Available at: <https://www.lindau-nobel.org/oliver-hart-incomplete-contracts-and-the-theory-of-the-firm/>

Section 2: Not All Relationships are the Same

There is no one size or form of relational contracting or governance that is best for everyone. Agreements must be considered holistically and customized to meet the needs of both parties and the unique elements of the relationship and the outcomes desired – both initially and how it is anticipated to develop going forward. What are the objectives of the relationship? What are the desired outcomes? Greater reliability and quality? Delivery of new capabilities to the market? Optimizing operational performance? Each of these considerations lead to specific elements of a relational structure that then translates into contract language and governance processes. That is why choosing between a traditional contract and a relational one is not an “either-or” proposition; combinations of both may be quite appropriate under the circumstances.

A simple framework for identifying the right contract model



Where a project sits on the spectrum of uncertainty and objectives will help determine the nature of the contracting model that will optimize the desired outcome.

Where your focus and expectations fall in the matrix will have significant impacts not only on the substance of your contract but on the attributes of how you manage and govern the relationship during its lifecycle

Section 2: Not All Relationships are the Same

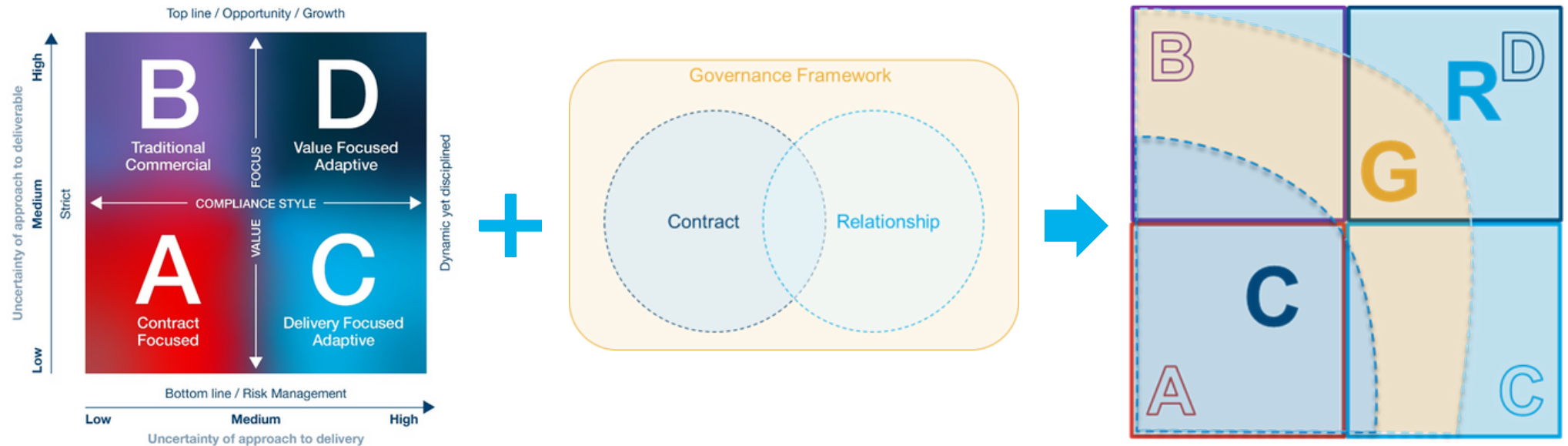
Summary of key attributes for the four models for post-award CCM

		A Contract Focused	B Traditional Commercial	C Delivery Focused Adaptive	D Value Focused Adaptive
Nature of Success	Goals	Set at the outset	Set at outset but expandable	Desired outcome set at outset	Joint and evolving
	Nature of scope	Clear, agreed, and static	Clear, agreed, and expandable	Clear, agreed, and adaptable	Clear, agreed, and adaptive
	Nature of relationship(s)	Transaction focused	Transaction focused, with a portfolio overlay	Outcome focused	Collaborative, long term, and win-win
	Responsibilities of the parties	Clear and defined	Clear and defined	Clear, defined, and adaptable	Joint, shared and coherent
Performance Framework	Purpose of CCM	Delivery against expectations	Delivery against expectations, supplemented as required	Deliver and evolve to achieve the desired outcomes	Delivery and value enhancement
	Anticipated level of change	Minimized, managed, and mitigated	Multi-stream approach	Expected, and managed to deliver the desired outcomes	Change planned for, yet unknown in nature
	Governance and reporting	Trusted, efficient, and focused	Trusted, efficient, and focused but adaptive	Trusted, efficient, and focused on desired outcomes	Dynamic, adaptive, and coherent
	Performance measures and regime	Delivery focused	Delivery focused	Desired outcome focused	Articulated, aligned and adaptive
	Innovation and continuous improvement	Secondary, not core	Incremental, planned, and core	Key to success	Core, managed, and measured
Delivery Approach	Level of CCM required	Planned, co-ordinated capability	Planned, co-ordinated and expandable capability	Planned, co-ordinated and core capability	Core, holistic capability
	Key skills and know-how	Delivery focused	Delivery focused	Delivery and charge focused	Forward looking, and enabling
	Behavioural style	Team players	Team players	Cross-discipline enablers and team players	Collaborative, and effective
	Role and nature of technology	Enabler of delivery efficiency	Enabler of delivery efficiency and decision support	Enabler or desired outcomes	Integrated, fundamental enabler of efficiency and outcomes

Section 2: Not All Relationships are the Same

But one party cannot make these decisions and select the right contracting path on its own. Both parties must agree **from the start of the contracting process** on where the project or elements of the project sit within this matrix to help determine which attributes of relational contracting are needed for the relationship to prosper and evolve. The parties must closely align on “how to contract” before they can move to “what to contract.” One key question that must also be answered is where the relational principles and attributes will be documented, will the parties proceed with the development of a more formal relational contract, or will they construct a governance framework to sit alongside the contract.

As the diagram below shows, using the WorldCC The Value Compliance Uncertainty (VCU) Framework along with the Contract, Governance, Relationship (CGR) Framework supports parties in determining the relevant dominance of the contract, governance and relationship and how they need to interact with each other based on the nature and level of uncertainty that exists. Creating a relational contract or relational governance model allows parties to work out processes and interactions as events unfold within a disciplined framework.



The WorldCC VCU Framework

A systematic way to consider and assess the likely uncertainties in relation to value creation.

The WorldCC CGR Framework

A holistic approach to designing the contract attributes, the governance approach, and the relationship characteristics.

A dynamic approach to adapting the relative dominance of the contract, the governance, and the relationship based on the levels of uncertainty.

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Section 3: Specific Steps on the Path to Relational Contracting

Introduction

This part of the guide serves as a roadmap in assisting parties in jointly optimizing the positive elements that can flow from this way of doing business with key counterparties. It breaks the process into three steps:

Step 1:

Agreeing on the aspects of relational contracting and on a governance model that best suits the engagement and mutual goals of the parties.

Step 3:

Ensuring that all involved departments and teams fully understand and adopt the new ways of interacting with their counterparts and of making decisions that benefit both parties, not just their own organization.

Step 2:

Translating those elements into a relational contract or governance document that reflects the fluid and collaborative style selected by the parties in Step 1.



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Section 3: Specific Steps on the Path to Relational Contracting

Step 1: Mutual Agreement on the Path Forward

To start on this journey, both parties must first agree that a relational approach is the right way forward for everyone, using the VCU and CGR frameworks to assist in that decision making process. Leadership is essential in the success of any relational contracting endeavor. It is through effective leadership and active governance that the structure and culture required can be successfully achieved.

Then they need to define and abide by, those aspects of relational contracting that best suit their mutual needs. These initial discussions should focus on a well-established set of **Relational Contracting Principles**, which have been published by WorldCC and are as follows:

1. Communication:






Communication is the cornerstone of any successful relationship and is the single most important of the relational principle, without it none of the other principles can be realized. It often involves the development of a communications protocol fostering transparent, consistent, and open exchanges of information between all parties. It requires alignment on methods of communication for different scenarios and agreement on use of digital systems. Effective communication ensures that everyone is on the same page, misunderstandings are minimized, and issues can be addressed promptly. Effective communication is vital in building trust, facilitating collaboration, and helping to align the goals and expectations of all stakeholders.

2. Risk Awareness and Allocation:



Risk awareness and allocation involves the constant identification of potential risks in a project and distributing them equitably among the parties based on their ability to manage them. This principle ensures that risks are recognized early and that the party best equipped to handle each risk is responsible for it. It also supports identification of risk mitigation strategies and how all parties can play their part in minimizing risk. It promotes proactive risk management, reduces the likelihood of disputes, and fosters a balanced approach to handling uncertainties, leading to more resilient project outcomes.

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Section 3: Specific Steps on the Path to Relational Contracting

3. Problem Solving:



Problem solving is the collaborative effort to address and resolve issues that arise during a project. It requires a structured approach where all parties work together to find effective and efficient solutions. This principle is crucial as it helps maintain project momentum, reduces the impact of challenges, and strengthens the relationship between parties by demonstrating a commitment to overcoming obstacles together.

4. No-Blame Culture:



A no-blame culture encourages parties to focus on finding solutions rather than assigning fault when problems occur – it encourages accountability in an environment of safety. This principle promotes an environment where individuals feel safe to report issues and contribute ideas without fear of retribution. It is essential for fostering innovation, continuous improvement, and maintaining a positive, productive working atmosphere where learning from mistakes is prioritized over assigning blame.

5. Joint Working:



Joint working involves collaborative efforts where all parties actively engage in planning, decision-making, and execution of project activities. This principle emphasizes the importance of teamwork and shared responsibilities. Co-location has been described by investors in relational contracting as “an operational multiplier”. Physical co-location and workspace proximity supports increased dialogue and situational awareness. Overall, joint working enhances synergy, leverages diverse expertise, and ensures that everyone is invested in the project's success, leading to better coordination and more cohesive outcomes.

6. Gain and Pain Sharing:



Gain and pain sharing refers to the equitable distribution of benefits and burdens among the parties involved in a project. This principle ensures that all parties share in the rewards of success and the challenges of setbacks. It is significant because it aligns incentives, fosters mutual support, and encourages a balanced approach to risk and reward, ultimately leading to more sustainable and harmonious partnerships.

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Section 3: Specific Steps on the Path to Relational Contracting

7. Mutual Objectives:



Mutual objectives are the shared goals and targets that all parties agree to pursue together. This principle ensures that everyone is working towards common outcomes, fostering a sense of unity and purpose. It is important because it aligns efforts, enhances focus, and reduces conflicts of interest, ensuring that all stakeholders are committed to the same vision and success criteria.

8. Performance Measurement:



Performance measurement involves setting clear metrics and standards to evaluate the progress and success of a project. This principle ensures that performance is monitored, assessed, and communicated regularly. It is crucial because it provides accountability, helps identify areas for improvement, and ensures that all parties are meeting their commitments and contributing effectively to the project's objectives.

9. Continuous Improvement:



Continuous improvement is the ongoing effort to enhance processes, products, and services over time. This principle promotes a culture of regular assessment, feedback, and incremental enhancement. It is vital because it drives innovation, increases efficiency, and ensures that the project adapts to changing circumstances and new information, leading to better long-term results and sustained success. Continuous improvement activities require ownership and accountability in order for the desired outcomes to be achieved.

The relevance of some or all of these Principles – and whether they should be addressed within or outside of the contract – is a crucial first step. This meeting-of-the-minds at a high level will set the tone for the steps that follow, including creation of a contract (or governance framework to accompany an existing contract) as well as preparing departments within the respective organizations for enhanced ways of doing business together.

Section 3: Specific Steps on the Path to Relational Contracting

Step 1: Mutual Agreement on the Path Forward

It is recommended that the parties create an informal document, akin to “heads of terms” or “terms of engagement”, that will serve as a roadmap for contracting and for governance. Unless there is an accord on the specific characteristics of the relationship from the very start, the relational contracting process will be less efficient and will be subject to a higher likelihood of failure because of mismatched expectations and commitments.



The following table on pages 15 - 18 provides a checklist from which both parties can select the necessary actions and attributes that fit the type of relationship they envision. It is important to recognize that the items selected from the table must serve mutual benefits and must be justified in light of the additional resources and effort needed to make them successful. As indicated in Step 3, below, depending on which elements are chosen, various departments may have to change their “traditional” way of doing business and may have to adapt to the new regime and culture, perhaps with adjustments to roles and/or staffing levels.

It is at this point in time that conducting some facilitated workshops can be enormously beneficial to achieve alignment both amongst the parties and the multitude of stakeholders involved in the on-going relationship. Workshops help to develop the mission, vision, attributes and behaviors of the organizations and individuals involved, resulting in a Relational Charter. This single page supplementary document detailing the relational ideals and mission adopted by everyone is useful in assuring that everyone is on the same page. **See, to the left, an example of the Australia Department of Defence, BAE Systems and Thales.**

Section 3: Specific Steps on the Path to Relational Contracting

Step 1: Mutual Agreement on the Path Forward

The following table is intended to serve as a checklist linking the attributes of relational contracting and the nine Principles (referenced in pages 11 - 14) to characteristics of the parties and of the relationship that the parties face. This will enable the parties to select the elements that are the most important to their mutual long term success.

Relational attributes and actions	Related WorldCC Relational Contracting Principles	When each Principle may be Important to the Parties
<input type="checkbox"/> Establish a collaborative relationship management structure that furthers mutual objectives and focuses on continuous improvements	Communication Joint working Mutual objectives Continuous improvement	<input type="checkbox"/> Each party has a large, complex organizational structure that will make it difficult for the other party to find the right team at the right time to deal with unanticipated issues. <input type="checkbox"/> The relationship is of such importance to both parties that respective executives should be involved periodically to ensure the engagement is on the right track. <input type="checkbox"/> The activities of each party are likely to change over time because of the impacts of external changes, changes in the market or in technology, or because the path to long-term success is not completely known at the outset of the relationship.
<input type="checkbox"/> Designate clear roles of each party and teams within the parties to meet common goals	Communication Joint working Mutual objectives	<input type="checkbox"/> The relationship is not merely a simple buy-sell situation of off-the-shelf items (hardware or software) but a more complex development of new IP that is customized for the customer and created through close collaboration using, in part, testing and retesting to define final specifications. <input type="checkbox"/> Given external factors, there are significant uncertainties related to the ability of the supplier to deliver as promised, and there will be a need for both parties to work closely to mitigate the impacts of those externalities as they appear. <input type="checkbox"/> Given the complexity of the project(s) at hand, there needs to be clear accountability of who does what not only for known activities but for as to additional ones if and when unexpected events or issues occur. <input type="checkbox"/> Many people from both parties need to be involved at various stages of the project, and each person must have a clear role to avoid duplication of effort and/or wasted time.

Section 3: Specific Steps on the Path to Relational Contracting

Step 1: Mutual Agreement on the Path Forward

Relational attributes and actions	Related WorldCC Relational Contracting Principles	When each Principle may be Important to the Parties
<input type="checkbox"/> Create communications protocols, particularly to deal with unexpected events and with external communications should they be needed	Communication Problem Solving Joint Working	<input type="checkbox"/> The products or services being provided are mission critical, and there is a likelihood of situations that will affect business continuity or disaster recovery where prompt communications and responses are needed to keep operations running. <input type="checkbox"/> Timeliness of communications is key given that any delay may cause irreparable harm that may be costly or impossible to mitigate.
<input type="checkbox"/> Construct dispute resolution procedures that focus on quickly repairing the relationship rather than legal remedies – establishing a no-blame culture	Communication No-blame culture Problem Solving Gain and pain sharing	<input type="checkbox"/> There is a probability that either party may inadvertently breach its obligations, but, generally, neither party wants those breaches to be a cause to terminate the relationship. <input type="checkbox"/> The parties are willing to use most breaches as learning experiences and as a means of fine-tuning the relationship so that they do not happen again – fix the problem first and then conduct root cause analyses in a collaborative fashion. <input type="checkbox"/> With the exception of inexcusable breaches (e.g., violation of anti-bribery laws, use of child labor, willful misconduct), most breaches of the contract would be mitigable and would not result in unacceptable losses to the other party, thereby not being a catalyst for a break-up of the relationship.
<input type="checkbox"/> Establish a cadence of meetings to review progress at operational and strategic levels	Communication Joint working Problem solving Performance measurement	<input type="checkbox"/> The project is complex and frequent status meetings are needed to make continuous adjustments to the project components and timelines as initial assumptions are confirmed or found to be incorrect. <input type="checkbox"/> Both parties will benefit by having shared systems that track progress and provide alerts if any activities are veering off course. <input type="checkbox"/> Executives of both parties recognize the importance of this relationship and are willing to devote the time and attention to ensure that the project remains on track by periodically meeting to confirm their ongoing support or to tweak the program plans to better accommodate any changing landscape.

Section 3: Specific Steps on the Path to Relational Contracting

Step 1: Mutual Agreement on the Path Forward

Relational attributes and actions	Related WorldCC Relational Contracting Principles	When each Principle may be Important to the Parties
<input type="checkbox"/> Maintain continuity and progress of the relationship even as key personnel change	Joint working Communication	<input type="checkbox"/> For long-term projects where there is an expectation that key personnel from both parties may change positions or leave their jobs over time, there needs to be assurances that comprehensive knowledge transfers take place when those moves take place. Key personnel will need to have specific knowledge and experience to handle project management and other mission-critical functions. <input type="checkbox"/> The parties are willing to undertake hiring practices and training regimes to ensure that key personnel are available with the right skill sets to handle these new types of roles. <input type="checkbox"/> There is a need for back-up resources if a sudden, unexpected change in key personnel takes place and someone needs to pick up the reigns with little advance notice.
<input type="checkbox"/> Agree on the frequency and content of reports that focus on key performance indicators (and are linked to content of meetings and continual communications as referenced above)	Communication No-blame culture Problem Solving Gain and pain sharing	<input type="checkbox"/> Quality tracking will be critical to the success of the delivery of services, with reporting either on a manual or mechanized basis. <input type="checkbox"/> Access to a portal with real-time data is essential. <input type="checkbox"/> The level of detail of reports must enable the parties to anticipate potential problems and not just report on failures after they occurred. <input type="checkbox"/> The project is dependent not just on reports of failures but on underlying causes of the failures. <input type="checkbox"/> The mutual desire to avoid repeated failures is much greater than the desire for SLA or KPI remedies, e.g., credits. <input type="checkbox"/> There is a recognition from the start that SLAs and KPIs will need to be changed as the parties become more familiar with the relationship between critical performance criteria of the deliverables and the value the customer receives – and those changes will not be a source of surprise or contention.

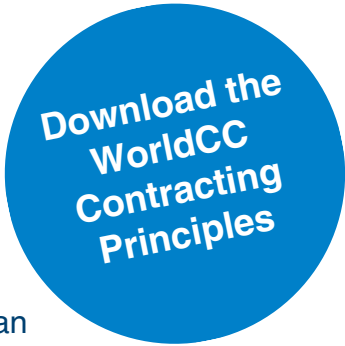
Section 3: Specific Steps on the Path to Relational Contracting

WorldCC's 2022 Relational Contracting Guidance Document provides further insights into the objectives and benefits of relational contracting.

Step 1: Mutual Agreement on the Path Forward

Relational attributes and actions	Related WorldCC Relational Contracting Principles	When each Principle may be Important to the Parties
<input type="checkbox"/> Establish processes for flexibility and adaptability in light of changes in risk profiles, assumptions, technology, and market conditions	Risk awareness and allocation Continuous improvement Problem solving	<input type="checkbox"/> The parties anticipate that the environment in which the project will take place will undergo rapid changes over time, necessitating repeated adjustments to project milestones, success criteria, and party contributions. <input type="checkbox"/> Significant changes may take place to either or both parties' economics or profitability (due to, for example, variations in costs, supply disruptions, inflation), such that equity may call for modifications to the pricing structure. <input type="checkbox"/> The parties are initially unsure of the customer's volume requirements or the supplier's manufacturing capabilities so that final pricing cannot be finalized at the outset of the engagement.
<input type="checkbox"/> If using a formal relational contract, customize the structure and content to the unique elements of the relationship rather than using a one-size-fits-all template.	Risk awareness and allocation Gain and pain sharing Mutual objectives	<input type="checkbox"/> The parties cannot finalize all elements of the relationship at the outset but can only create a high level relationship structure that will be subject to multiple amendments as more details are known. <input type="checkbox"/> The parties are willing to avoid the 'battle of the forms' and revamp the agreement to conform with the concepts agreed to in this Guide.
<input type="checkbox"/> Shared risks/rewards	Risk awareness and allocation Gain and pain sharing No-blame culture	<input type="checkbox"/> The parties view the relationship as a partnership than as a classic buy-sell arrangement. <input type="checkbox"/> Both parties recognize that neither party can reap the benefits of this relationship unless the other party succeeds as well. <input type="checkbox"/> Each party is willing to move away from the traditional stance that squeezing the most profits from the other side is the way to optimize its economic "win." <input type="checkbox"/> The parties are willing to develop a shared risk register that includes financial and non-financial penalties and rewards that are outcome based – with outcomes defined for the relationship, not just the individual parties' achievements of targets.

Section 3: Specific Steps on the Path to Relational Contracting



Step 2: Translating Relational Contracting Principles into Contractual Terms

Once there is a meeting of the minds as to the Relational Contracting Principles that the parties wish to adopt, the parties can shift their attention to crafting an agreement that reflects those principles. Table 1, below, lists the same Relational attributes and actions from Step 1, and, for each, identifies the clauses in a typical B-to-B contract that relate to these concepts and the organizations that are affected by these new high-level objectives. From here, they can begin to model a contracting structure that fine-tunes the relationship and begins to translate those high-level ideas into specific contract language and respective roles and responsibilities, albeit with more flexibility built into the language. Parties can use the WorldCC Contracting Principles as additional support in the development of contractual language.

Relational attributes and actions	Applicable Contract Clauses	Impacted Organizations
1. Establish a collaborative relationship management structure that furthers mutual objectives and focuses on continuous improvements	<ul style="list-style-type: none"> • Obligations of the respective parties and joint obligations • Designation and roles of party representatives • Governance • Tracking of project milestones • End-of-Life replacements • Pass-through of cost savings 	<ul style="list-style-type: none"> • Procurement/Supply Management (for buyers) • Sales/Product and Service Management (for suppliers) • Operations and Delivery • Project Management • Executive management
2. Designate clear roles of each party to meet common goals	<ul style="list-style-type: none"> • Party obligations – in Agreement and any SOWs • Compliance with laws and regulations 	<ul style="list-style-type: none"> • Operations and Delivery
3. Create communications protocols, particularly to deal with unexpected events and with external communications should they be needed	<ul style="list-style-type: none"> • Force Majeure obligations • Notification obligations throughout the contract – formal and informal • Modes of communication • Curing breaches • Confidentiality / Publicity 	<ul style="list-style-type: none"> • Procurement (for buyers) • Sales (for suppliers) • Operations • Disaster Recovery, Business Continuity • Legal • Public Relations • Project Management • Executive management

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Step 2: Translating Relational Contracting Principles into Contractual Terms

Relational attributes and actions	Applicable Contract Clauses	Impacted Organizations
4. Construct dispute resolution procedures that focus on repairing the relationship rather than legal remedies – establishing a no-blame culture	<ul style="list-style-type: none"> Dispute resolution Breach cures and remedies SLA/KPI remedies Indemnifications 	<ul style="list-style-type: none"> Higher management Operations Finance (if SLA/KPI penalties are to be forgiven) Legal
5. Establish a cadence of meetings to review progress at operational and strategic levels	<ul style="list-style-type: none"> Periodic meetings - operational Periodic meetings – strategic Contract governance 	<ul style="list-style-type: none"> Procurement (for buyers) Sales (for suppliers) Operations
6. Maintain continuity and progress of the relationship even as key personnel change	<ul style="list-style-type: none"> Key personnel, project managers On-boarding procedures Subcontractors 	<ul style="list-style-type: none"> Human Resources Operations Procurement (with respect to Subcontractors)
7. Agree on the frequency and content of reports that focus on key performance indicators (and are linked to content of meetings and continual communications as referenced above)	<ul style="list-style-type: none"> SLA/KPI reporting SLA/KPI performance measures 	<ul style="list-style-type: none"> Operations
8. Establish processes for flexibility and adaptability in light of changes in risk profiles, assumptions, technology, and market conditions	<ul style="list-style-type: none"> Change control Technology refresh Price changes at renewals Termination assistance Contract governance 	<ul style="list-style-type: none"> Operations Procurement (for buyers) Sales (for suppliers) Market development

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Relational attributes and actions	Applicable Contract Clauses	Impacted Organizations
9. If using a formal relational contract, customize the structure and content of the Agreement to the unique elements of the relationship rather than using a one-size-fits-all template. Alternatively, the principles and attributes may be contained in a Governance Framework.	<ul style="list-style-type: none"> • Party obligations – in Agreement and SOWs • Standards of performance 	<ul style="list-style-type: none"> • Legal • Procurement (for buyers) • Sales (for suppliers)
10. Shared risks/rewards	<ul style="list-style-type: none"> • Pricing model • Change Control • Pass-through of cost savings, cost increases • Cost savings objectives for customer • Limitation of Liability • Indemnifications • Governance 	<ul style="list-style-type: none"> • Risk Management • Finance • Compliance • Legal • CCM

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The following table provides further insights into how relational contracting clauses in an agreement differ from those in a more traditional contract. This will assist the parties in redrafting a contract template or in preparing an amendment to an existing contract.

Clause	Traditional Content	Changes to Align with Relational Contracting
Governance	<ul style="list-style-type: none"> Often, no specific clause or associated documentation indicating how the overall relationship is to be managed over time. 	<ul style="list-style-type: none"> Develop an organizational hierarchy for each party that specifies responsibilities and decision-making authority for all aspects of the relationship; escalation paths in case issues or disputes arise; and designees who will oversee the strategic path of the relationship with the understanding that the relationship will evolve over time. Each party should designate a Relationship Manager, responsible for creating tactical and long term strategy in keeping with the goals of the contract. The parties should consider an account steering board with responsibility for day-to-day activities. Other boards to be considered, depending on the nature of the engagement, may include a Commercial Management Board, a Program & Project Management Board, a Service & Operations Board, an Innovation Forum, and a process for handling immediate urgent issues. For larger, strategic relationships, the parties should consider establishing an Executive Steering Board with oversight of all commercial, contractual, and service delivery elements. See Communications/Meetings, below, for inclusion of requirements for timely information flows, reviews, and changes in direction of the relationship, as needed.

Section 3: Specific Steps on the Path to Relational Contracting

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Clause	Traditional Content	Changes to Align with Relational Contracting
Communications/Meetings	<ul style="list-style-type: none"> Requires periodic meetings (monthly, quarterly) to review past performance (SLA/KPI data) and to discuss operational or technical issues. In various sections throughout the contract, formal notifications are required for certain events during the term (e.g., Force Majeure events, renewals, breaches, data losses, third party claims). 	
Obligations of the Parties	<ul style="list-style-type: none"> Separate listings of responsibilities and obligations for each party. Listing of restrictions and limitations for the customer. Cross-reference to SLAs or KPIs that dictate key performance metrics that the supplier must meet. Implication that any deviations from obligations not covered by an SLA or KPI will be treated as a breach of the contract. No flexibility incorporated into the listings. 	<ul style="list-style-type: none"> Listing of joint responsibilities of the parties. Listing of mutual objectives and not just specific individual tasks. Clarity of the expertise that each organization brings to the relationship. Two-way performance management reviews to manage obligations. Recognition that changes to responsibilities and obligations may take place, with cross-reference to change control and, perhaps, to a more informal (but trackable and documented) process for changes, but always in furtherance of the relational goals contained in the agreement. (See Change Control).

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Step 2: Translating Relational Contracting Principles into Contractual Terms

Clause	Traditional Content	Changes to Align with Relational Contracting
Change Control	<ul style="list-style-type: none"> Requests for changes to include explanation of change, reason for change, and associated charges or fees. Accepted change to be transferred into a Change Order. 	<ul style="list-style-type: none"> Change embedded in the contractual relationship as the norm and expected not as the exception. Effective change management process agreed by the parties Each change request must include an explanation of how it benefits and/or impacts both parties – not just the requesting party - and how any negative impacts of the change on the recipient of the change request can be mitigated (through actions by both parties). Continually look for changes that not just seek price increases or address operational issues but those that increase value to both parties and/or introduce innovations that lead to higher productivity. Where possible, tie any negative impact with a corresponding value-add to achieve shared risk/reward. Require that the requesting party first consider any alternative to the change that lessens any negative impact on the other party.
Price Changes	<ul style="list-style-type: none"> Gives the supplier the right to increase prices at the end of each term with appropriate notice, sometimes with a cap on the size of any increase. Gives the customer the option to either accept the increase or give notice of cancellation or non-renewal. Rarely deals with the possibility of price decreases. 	<ul style="list-style-type: none"> Link price increases to corresponding value-adds for the customer. Anticipate that prices can go up or down, particularly due to operational efficiencies and/or technological advancements. Build into the relationship a process to discuss market pricing trends throughout the relationship, not just in the context of formal benchmarking exercises or just prior to term renewals but during ongoing relationship meetings.

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Clause	Traditional Content	Changes to Align with Relational Contracting
Subcontracting	<ul style="list-style-type: none"> • Supplier has the right to subcontract work (either with or without prior consent of the customer). • Gives the customer the right to reject a subcontractor based on reasonable grounds. • Supplier is responsible for all acts and omissions of its subcontractors. • Supplier is obligated to flow down specific obligations (e.g., confidentiality, data protection, compliance with customer policies) to its subcontractors, as warranted. • Force Majeure events that impact subcontractors are treated as Force Majeure events of the supplier. 	<ul style="list-style-type: none"> • Subcontractors are expected to participate, as applicable, in any joint efforts to increase the value of the relationship over time (e.g., looking for innovative ways to increase cost-effectiveness for both parties). • As appropriate, require key subcontractors to participate in ongoing meetings (see Communications/Meetings, below) between the parties. • Obligation for supplier to continually monitor the marketplace to identify lowest cost subcontractors that still meet requirements. • In a multi-vendor solution, ensure all vendors agree to cooperate with each other as necessary in furtherance of the goals of the contract and to provide the best value to both parties.
Key Personnel	<ul style="list-style-type: none"> • Names key personnel and required qualifications or authority. • Requires supplier to notify customer of changes in key personnel and sometimes gives customer the right to approve any new key personnel. 	<ul style="list-style-type: none"> • Provide a list of responsibilities of key personnel on both sides, including longer-term planning and collaboration, not just oversight of day-to-day operations. • Require that key personnel have access to their respective strategy planners so they have insights into possible future changes that can be introduced into the relationship.

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Clause	Traditional Content	Changes to Align with Relational Contracting
SLAs/KPIs	<ul style="list-style-type: none"> • Listing of quantitative performance metrics and thresholds beyond which remedies can be sought. • Specified remedies - credits and, often, termination rights. • Requires the supplier to continually provide performance data (ideally, through an online portal) so that the customer can monitor metrics. • Named remedies are sole and exclusive. • Exclusions of supplier liability to the degree the customer is at fault or in cases of Force Majeure. 	<ul style="list-style-type: none"> • SLAs and KPIs are applicable to both parties – not just the supplier – when both parties have active roles in a project. • KPIs focused on the contracted services and linked directly to a performance payment regime. • Tailor metrics to the specific customer needs, not just using the supplier’s one-size-fits-all measurements (but ensure that the supplier is capable of tracking that data and that any incremental costs are covered in the prices). • Project Health Indicators – used as a mechanism for identifying and managing future performance. • Include relevant qualitative goals and objectives that may not have remedies associated with them but can be the subject of discussions at periodic meetings. • Strategic Performance Measures can be used to supplement contractual performance management frameworks, in order to drive behaviour- related outcomes (e.g., ability to demonstrate positive relationship benefits, drive ‘best-for-program’ outcomes, and organizational resilience). • Focus on remediation to fix problems moving forward rather than just credits or termination to address past performance shortfalls. • Require the supplier to provide real-time notifications when material faults occur, rather than just relying on the customer to review metric data.

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Step 2: Translating Relational Contracting Principles into Contractual Terms

Clause	Traditional Content	Changes to Align with Relational Contracting
Indemnifications	<ul style="list-style-type: none"> Provides for indemnification for claims arising out of specified acts or omission by the indemnifying party. Specifies obligations on the part of the indemnified party (e.g., prompt notice of the claim, reasonable cooperation in the defense) in order to be indemnified. Excludes portions of liability in cases of shared responsibility for the claimed damages. 	<ul style="list-style-type: none"> Require the parties to collaboratively identify potential third party claims and mitigations before the claims materialize. Require joint cooperation on the development of defense strategies that could lead to mutual benefits. Share liability for the claims not just based on relative fault but on relative benefits that could flow from an advantageous resolution of the claims. Include subcontractors in this analysis. Construct an equitable sharing (including subcontractors) of defense costs proportional to fault and the benefits that could result from a positive outcome.
Limitations of Liability	<ul style="list-style-type: none"> List of types of damages that are excluded from each party's liability. Cap(s) on liability for direct damages between the parties based on flat amounts, multiples of charges over a period (e.g., 12 months), or some other formula. Exclusions from exceptions and the cap for certain liabilities (e.g., breach of confidentiality, gross negligence or willful misconduct, personal injury or death). 	<ul style="list-style-type: none"> Set risk allocations based on shared risk/reward principles, i.e., by looking more holistically at each party's contribution to the relationship, the benefits each party gains, the risks that each party faces, and the potential harms that could result from material breaches. Allow for the replacement or supplement of monetary damages with remedial actions to ensure that similar issues will not arise in the future. Include annual reviews of the limitations of liability to ensure they continue to be equitable as the size of the relationship and respective roles of the parties change. Ensure that the clause takes into account proportionate exposure when both parties are at fault in an event. Consider removing particular exclusions from liability for specific breaches where broader business harms should be equitably shared (e.g., data breaches), but still have them subject to the applicable cap.

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Step 2: Translating Relational Contracting Principles into Contractual Terms

Clause	Traditional Content	Changes to Align with Relational Contracting
Termination for Breach	<ul style="list-style-type: none"> Provides right to terminate for a breach that is not cured within the specified time after breach notice is given. Provides for immediate termination for bankruptcy and other specified breaches (e.g., violations of anti-corruption and bribery laws or child labor laws). Often differentiates between terminations of specific Orders or SOWs vs. termination of the entire agreement. 	<ul style="list-style-type: none"> Specify that the parties shall use all reasonable efforts to mitigate the damages that flow from a breach rather than resort to termination. Avoid termination of the entire agreement (and the relationship) due to an isolated breach related to one transaction. Identify situations where a temporary suspension may be more advantageous to the parties individually and collectively than a full termination.
Termination Assistance	<ul style="list-style-type: none"> Requires that the supplier provide information, documentation, and other support to the customer (and possibly, the subsequent supplier) in order for the supply to be transferred. Permits the supplier to withhold any of its confidential information from the subsequent supplier. Typically sets a fixed duration for the assistance to take place. Allows for the supplier to charge the customer for any additional services provided during the transition. 	<ul style="list-style-type: none"> The supplier should avoid any unreasonably high or punitive charges associated with the transition (recognizing the possibility that the relationship might be resurrected in the future). As a quid pro quo for the assistance (and assuming the parties have ended the relationship on good terms), the customer may agree to provide a testimonial or allow the use of its logo for limited marketing purposes (depending on the reason for the termination).

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Clause	Traditional Content	Changes to Align with Relational Contracting
Force Majeure	<ul style="list-style-type: none"> Permits a party to suspend its obligations without penalty if events out of its control occur. Provides a list of examples of force majeure events. Requires the party experiencing the event to give notice that it is occurring. Allows the other party to terminate the agreement (or Order or SOW) if the event extends beyond a specified period. 	<ul style="list-style-type: none"> Require the parties to collaborate to mitigate the impacts to the party not experiencing the event. Require continual communications throughout the duration of the event to ensure that the other party is fully aware of actions being taken to overcome the event and of the expected end to the situation. Maximize reliance on business continuity and disaster recovery plans on the part of both parties. Require that if the party experiencing the event is the supplier, it assists the customer in temporarily transitioning to an alternative supplier to the extent practical. Have the parties negotiate, in good faith, any sharing of out-of-pocket costs incurred by the other party as a result of the delay, particularly with respect to mission-critical impacts.
Compliance with Laws	<ul style="list-style-type: none"> Each party is required to comply with all laws and regulations applicable to its activities and responsibilities under the agreement. 	<ul style="list-style-type: none"> Require that each party fully disclose the laws and regulations that apply to its business and that the parties discuss how each party's activities affect or influence the other party's compliance regime. Modify the obligations of each party to enhance the other party's compliance capabilities. Monitor more closely those activities that have material compliance impacts and discuss any concerns at the periodic meetings. Require that each party notify the other party of any relevant changes to its regulatory environment.

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Clause	Traditional Content	Changes to Align with Relational Contracting
Notice	<ul style="list-style-type: none"> Directs how formal notices are to be sent. 	<ul style="list-style-type: none"> Establish a more informal notice structure under which communications related to the relationship (as opposed to day-to-day operational messages) are routinely made between respective managers of the relationship.
Dispute Resolution	<ul style="list-style-type: none"> Provides a process for handling and resolving disputes, including direct good faith negotiations at working levels and then executive levels, followed by, if necessary, mediation, arbitration, or litigation. Allows for injunctive relief if immediate judicial action is required to stop any ongoing harms. 	<ul style="list-style-type: none"> Require that the parties shift away from finger pointing and fault in the negotiations but rather look to overcome the effects of an issue or an alleged breach in a way that benefits both parties and affirms a continuation of the relationship (assuming that is in the best interest of both sides). Establish a dispute resolution procedure with clear roles and responsibilities/decision makers in both organizations Require involvement of respective decision-makers (see Governance, above) as early as possible and not just after a formal breach notice is sent.

Section 3: Specific Steps on the Path to Relational Contracting

Step 3: Gearing Up for New Roles, Responsibilities, and Governance

This step focuses on the impacted internal organizations and identifies how relational contracting governance will translate into changed culture, impacting roles, responsibilities, and processes to accommodate these new forms of interactions between the parties. Relational contracting only works when both sides commit to the collaborative and flexible behavior of involved personnel across multiple organizations as well as by key executives. The table that follows looks at the organizations within an enterprise or governmental agency that are typically involved in the various stages of the contracting lifecycle and lists the new functions, perspectives, and flexibility that are needed to support and enhance relational contracts and governance. Parties should not commit to obligations inherent in these new forms of relationships unless the impacted teams are aware of and are prepared to comply with these more collaborative and creative ways of working with counterparties, often in ways that are not explicitly laid out in the contract terms. Once again, the impacts will not be the same for every situation but will be a function of the elements of the Relational Contracting Principles that the parties focused on in the prior steps.

Department	New Roles and Responsibilities for Relational Contracts and Governance
Compliance	<ul style="list-style-type: none"> Ensure that strict compliance obligations with respect to laws and regulations are not diluted or avoided in the new governance model. Implement early warning signals when it is suspected that a party may be deviating from its obligations in this regard. See Governance.
Contract Management	<ul style="list-style-type: none"> Adapt to a more fluid contractual relationship that is not just predicated on lists of explicit obligations by department. Convey these broader roles and responsibilities to affected departments to ensure adherence to these new approaches. Monitor activities to ensure compliance with the spirit as well as the letter of the contract.
Disaster Recovery, Business Continuity	<ul style="list-style-type: none"> Conduct joint exercises to test the parties' respective DR/BC plans, subject to each party's confidentiality limitations related to highly sensitive security information. Undertake corrective actions to mitigate any identified risks. In the event of an incident, focus on collaboration to overcome the disruption rather than on fault allocation (i.e., finger pointing). Be willing to share in the other party's responsibilities on a temporary basis in order to get key activities back in operation (with cost sharing to be relegated to time after the event passes). For mission-critical activities, prepare supplemental DR/BC plans that reflect the joint DR/BC planning between the parties.

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Step 3: Gearing Up for New Roles, Responsibilities, and Governance

Department	New Roles and Responsibilities for Relational Contracts and Governance
Finance	<ul style="list-style-type: none"> • Move away from the traditional mode of just providing budgets to Procurement and selling prices to Sales to being a more creative consultant to those departments, offering, for example, suggestions on adaptive budgets that reflect changing market conditions, methods for calculating Total Cost of Ownership, and performance-based pricing. • Support investments in relationships, such as joint training, joint ventures in new technology, and R&D innovations. • Engage in joint forecasting with counterparts, looking at efficiency gains, revenue growth, pass-throughs of cost savings, etc.
Higher Management	<ul style="list-style-type: none"> • Provide top-down support and encouragement of relational governance – and the bandwidth needed by the various departments to implement the additional interactions and monitoring that come with it. • Engage with peers of the counterparties to ensure that the governance model is getting appropriate attention on both sides of the table. • Be personally involved periodically and as needed to provide direction to the relationship to maximize the long-term benefits that should come from the governance model. • In the event of a major dispute, maintain a higher-level perspective on potential resolutions so that a mutually beneficial, long-term outcome can be achieved.

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Step 3: Gearing Up for New Roles, Responsibilities, and Governance

Department	New Roles and Responsibilities for Relational Contracts and Governance
Legal	<p>When drafting a contract template for relational governance:</p> <ul style="list-style-type: none"> Identify the elements of the contract that will be critical to the new environment (see Part B) and build them in so that they flow consistently through related clauses. Be willing to deviate from the traditional path of having a prescribed remedy for every breach but rather rely on the parties to work out a breach resolution commensurate with the shared risks at the time. Ensure that the enterprise is fully committed, on a department-by-department basis, to the standards being set and the obligations specified throughout the agreement term. <p>During contract negotiations:</p> <ul style="list-style-type: none"> Continually balance the need for enforceable obligations with the need for flexibility when handling breaches or disputes. Distinguish between those breaches that cannot be compromised (e.g., anti-trust and bribery, compliance with laws) and those that can be handled in a more collaborative fashion (e.g., missed SLAs). Be prepared to enunciate the value of relational contracting if dealing with negotiators from the other side who may not be fully appreciative of the value of this alternate form of relationship. <p>During the life of the contract:</p> <ul style="list-style-type: none"> Be prepared to tweak the relationship as the parties test the relationship and identify what is working and what is not. If a disaster or other major disruption occurs, prioritize recovery and stabilization of the operational aspects of the relationship and then focus on improving mitigations for the future rather than looking for contractual grounds for punitive actions. In cases of dispute, encourage the business clients to take the lead in identifying mitigations and outcomes that enhance the relationship both short- and long-term. Review proposed amendments as the relationship evolves.

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Step 3: Gearing Up for New Roles, Responsibilities, and Governance

Department	New Roles and Responsibilities for Relational Contracts and Governance
Operations	<ul style="list-style-type: none"> • Quickly connect with counterparts to acclimate to the new governance and joint operating structure and objectives. • Schedule periodic meetings to monitor day-to-day operational status (weekly or monthly) and to review mutual strategic directions (quarterly or semi-annually). Consider the need for more frequent meetings initially as the parties become accustomed to each other and as the parties want to launch the relationship on the right trajectory. • Communicate proactively as soon as it appears an issue is likely to materialize. • Conduct joint resource planning exercises to look at future logistics and supply chain efficiencies. • Conduct joint workshops to identify opportunities for innovation and development for relevant products and services. • Plan for pilot programs to test new ideas. • Maintain a log of relationship changes that would enhance mutual benefits to be used at the time of contract renewals (or sooner if the benefits are material).
Risk Management	<ul style="list-style-type: none"> • Understand the degree to which shared risks are incorporated into the contract (e.g., joint obligations to mitigate risks such as during force majeure events or disruptions to business operations). • As needed, amend insurance policies to eliminate rights of subrogation, which may be inconsistent with the concepts of shared risks in the contract.
Sales (for sellers)	<p>During the sales process:</p> <ul style="list-style-type: none"> • Highlight the desire for relational governance as a key differentiator in the marketplace. • “Sell” the benefits that would result from the relational structure. <p>During the life of the contract:</p> <ul style="list-style-type: none"> • Continually look for opportunities to expand offerings as part of the strategic relationship. • Demonstrate the selling company’s commitment to a growing, flexible relationship that fosters meeting the buyer’s long-term needs. • Participate in periodic strategic meetings to understand where the buyer’s market plans are heading so that complementary selling initiatives can be deployed. • Serve as a conduit to other departments of information that can be used to supplement the other governance activities.

Section 3: Specific Steps on the Path to Relational Contracting

Step 3: Gearing Up for New Roles, Responsibilities, and Governance

Department	New Roles and Responsibilities for Relational Contracts and Governance
Procurement/Supply Management (for buyers)	<p>During solicitation and evaluation of supplier bids (e.g., RFIs, RFPs):</p> <ul style="list-style-type: none"> • Include requirements for relational governance during the term of the contract based on the elements that seem appropriate to the type of collaborative relationship that is intended (see Part A for characteristics to choose from). • When ranking responders, compare the willingness to support relational governance and a willingness to bring in subcontractors with a similar vision. • If a template agreement is to be included in the solicitation, evaluate acceptance of relational terms (see Part B) from bidders. <p>During contract negotiations:</p> <ul style="list-style-type: none"> • Ensure that key elements of relational-focused clauses remain intact without material impacts on prices. • As parties make changes to the contract, ensure that risk allocations and risk sharing in the contract continue to maintain similar risk/reward ratios as the original contract so that both parties have incentives to make in-life decisions that are mutually beneficial. • Ensure that applicable terms are flowed down to subcontractors, who may need to take active roles in meetings and problem resolutions during the life of the contract. <p>During the contract life:</p> <ul style="list-style-type: none"> • Maintain continual, open lines of communication to measure the success of the relationship and to identify issues before they grow into harmful events. (See Governance.) • Be an active liaison between the users of the goods or services and the supplier to encourage the identification of new opportunities for the parties. • If problems arise, be a mediator in finding creative ways to resolve the matter in a manner that mitigates potential damages and avoids future occurrences.

Case Studies

The FFG Enterprise:

How Industry Partners and the Department of Defence created an enterprise operational initiative to drive efficiencies in warship sustainment.



North West London Procurement Services (NWLPS):

This case study explores the in-depth design, execution, and impact of NWLPS's SRM framework, outlining the key components and phases that propelled its success.



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About WorldCC

World Commerce & Contracting is a not-for-profit association dedicated to helping its global members achieve high-performing and trusted trading relationships.

With 75,000 members from over 20,000 across 180 countries worldwide, the association welcomes everyone with an interest in better contracting: business leaders, practitioners, experts and newcomers. It is independent, provocative and disciplined existing for its members, the contracting community and society at large.

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