Outsourcing Contract Success:
A Quality Management Perspective

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ABSTRACT

Despite the phenomenal growth in outsourcing of various business functions like Enterprise Systems outsourcing, IT outsourcing, and Business Process outsourcing, there has been relatively less attention given to the high-risk area of outsourcing contracts. In this regard, contract has been the conventional medium for governing outsourcing relationships. This study aims to bring forward the importance of quality in the entire contracting process, involving contract planning, pre-contract negotiation, contract formulation, and post-contract management. Specifically, the objective of this paper is to posit a quality framework for planning and analyzing outsourcing contracts that will in turn help in achieving outsourcing success. The framework proposed can be a useful guiding lens for practitioners and researchers associated with outsourcing work.

Keywords: Contract Management, Information Technology, Outsourcing Contracts, Outsourcing Success, Quality Management

INTRODUCTION

Businesses today have grown in complexity and it is becoming increasingly difficult to do everything in-house. As a result, organizations are outsourcing their processes ranging from non-core operations to mission-critical operations (Yadav & Jaiswal, 2006; Quelin & Duhamel, 2003). Outsourcing is now being seen less and less tactical, cost-saving drive and more and more as a strategic direction that organizations follow (Johnson, 1997). There is a growing body of literature in management that highlights the globalization phenomenon and global corporations’ need to plan for such work environments (Yadav, Gupta, & Saxena, 2007).

Contracts have been the traditional vehicle through which the outsourcing relationships have been governed (Clark, Zmud, & McCray, 1995). The role of contracts is to prevent opportunism by stipulating an acceptable behavior at the outset of the outsourcing project. Contracts come at a price for both the client and the service provider. Proving violation of a contract is costly, thereby potentially limiting the usefulness of contracts (Clark, Zmud, & McCray, 1995). Further complicating the use of contracts is the difficulty of verifying what the outsourcing vendor is doing and determining on an ongoing basis whether the goals of the vendor are consistent with those of the client (Eisenhardt, 1989).

Despite the abundant literature available on outsourcing (Yadav & Gupta 2008; Dibbern,
Goles, Hirschheim, & Jayatilaka, 2004), there are very few studies addressing the ‘high risk’ area of outsourcing contracts. The objective of this paper is twofold. Firstly, the paper offers to bridge the gap in outsourcing research literature by bringing forward the importance of quality in the entire contracting process. This research suggests that contracting quality is the prerequisite for outsourcing success. Secondly, the paper proposes a quality framework for planning and analyzing outsourcing contracts.

The paper proceeds as follows. The next section reviews the background literature on outsourcing, contracts and quality. Subsequently, the conceptual model is presented. The paper concludes with potential contributions and future research directions that this study offers to theory and practice.

LITERATURE REVIEW

Outsourcing

Outsourcing is one of the fastest growing phenomenons of the business world today. Outsourcing is defined as the procurement of products and services from sources that are external to the organization (Lankford & Parsa, 1999). Outsourcing involves contracting with an external provider for the provision of a service which may have been provided using in-house staff (Domberger, Fernandez, & Fiebig, 2000). A wrong sourcing decision can result in lost capabilities and exposure to risks that can result in business failure (Loh & Venkatraman, 1992; Ngwenyama & Bryson, 1999). It is therefore essential to ensure that the entire outsourcing plan is in place before the organization steps into an outsourcing relationship.

Academic and practitioner literature categorizes various kinds of outsourcing like Enterprise Systems outsourcing, IT outsourcing (Dibbern, Goles, Hirschheim, & Jayatilaka, 2004) and Business Process outsourcing (Yadav and Gupta 2008). The intent of this paper is not to distinguish or add to the growing taxonomy of different kinds of outsourcing rather the objective is to focus on ‘outsourcing contracts’ in general that can be applied to a whole gamut of outsourcing activities.

Contracts

Contract is the defining document of the outsourcing relationships (Walden, 2005). All the outsourcing customers researched by Lacity and Hirschheim (1993) agreed that contract was the number one key issue to a successful outsourcing relationship. Outsourcing contracts involve complicated business and legal issues, and are fraught with risks for both the outsourcing customer and the outsourcing vendor (Lee, 1996).

In outsourcing, the client organization and the vendor organization engage in a relationship. The two organizations draft a contract to define the parameters of the relationship (Walden, 2005). The contract is split up into sections that address the various aspects of a client-vendor relationship, for instance, assets, human resources, payment, performance measurement, intellectual property etc.

Quality

Quality is defined in terms of product or service features and freedom from deficiencies (Juran, 1997). Service quality refers to the degree and direction of discrepancy between service receiver’s expectations and perceptions (Parasuraman, Zeithaml, and Berry, 1988). The smaller the discrepancy and the better the service features, the greater the service quality achieved. Quality guru Juran has suggested various benefits achieved from offering high quality services which are listed in Table 1.

If we apply these quality dimensions to outsourcing contracts, then we can define contracting quality in terms of how well the outcome of the outsourcing contract matches the participants’ expectations. Participants would be the client and the vendor organizations who are involved in the outsourcing project.
Towards development of the quality framework for outsourcing contracts

The contractual quality framework for outsourcing is proposed as an Input-Process-Output model (see Figure 1). The *Input Quality* consists of quality planning for the outsourcing contract. The *Process Quality* consists of the contracting process quality. The *Output Quality* consists of the outcome quality of the contracting process in terms of outsourcing success. The details of these three phases are explained in the following sections which finally lead to conceptualization of the comprehensive quality framework for outsourcing contracts (see Figure 2).

**Input Quality: Quality Planning**

Quality planning is defined by Juran as an activity of establishing quality goals and developing the products and processes required to meet those goals. Taking from this definition, we define *quality planning for outsourcing* as establishing outsourcing quality goals and defining in detail the processes to be outsourced to meet these goals. Drawing upon literature on quality, the following dimensions are proposed for quality planning in outsourcing contracts:

### Outsourcing Goals

It is not possible to plan for an outsourcing activity in abstract. One can plan for an outsourcing contract only after the outsourcing goals have been established. If a company does not have clear goals and objectives to support the outsourcing project, then there is little option but to develop these goals and objectives with the senior management (Aalders, 2001). Founded on quality management literature, we define outsourcing goals in terms of 5W2H of quality. These are explained as follows:

i. **WHAT** to outsource?

This would require detailed process definition of the process being considered for outsourcing.

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**Table 1. Benefits of higher quality**

<table>
<thead>
<tr>
<th>Service Features which Meet Customer Needs</th>
<th>Freedom from Deficiencies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Higher quality due to service features enables companies to:</td>
<td>Higher quality due to freedom from deficiencies enables companies to:</td>
</tr>
<tr>
<td>• Increase customer satisfaction</td>
<td>• Reduce error rate</td>
</tr>
<tr>
<td>• Make services salable</td>
<td>• Reduce rework</td>
</tr>
<tr>
<td>• Meet competition</td>
<td>• Reduce failures, warranty/ legal charges</td>
</tr>
<tr>
<td>• Increase market share</td>
<td>• Reduce customer dissatisfaction</td>
</tr>
<tr>
<td>• Provide sales income</td>
<td>• Reduce inspection, tests</td>
</tr>
<tr>
<td>• Secure premium prices</td>
<td>• Shorten delivery time, time-to-market</td>
</tr>
<tr>
<td>• Transactional gains</td>
<td>• Increase yield, capacity</td>
</tr>
<tr>
<td>• Higher quality (better service features) costs more</td>
<td>• Improve performance</td>
</tr>
<tr>
<td></td>
<td>• Higher quality (lesser deficiencies) costs less</td>
</tr>
</tbody>
</table>

ii. **WHY** to outsource?

This would involve listing out the motivating factors or drivers for outsourcing that particular process. The client organization should have a clearly defined rationale for outsourcing. The reasons can be categorized as:

- **Transactional** to reduce costs, gain flexibility to scale up or down operations at a short notice, gain access to expertise that are otherwise unaffordable or unobtainable (Aalders, 2001; Lee & Kim, 1999)
- **Strategic** to focus on core competencies and to achieve business transformation advantage (Linder, 2004; Quelin & Duhamel, 2003; Grover, Cheon, & Teng, 1996)

iii. **WHO** will be the people involved in the outsourcing project?

This would involve clearly defining the roles and the responsibilities for every stage of the outsourcing life cycle.

iv. **WHEN** to outsource?

When to outsource will cover the timelines of the outsourcing project. This would be the period of time for which both parties are committed to interacting with each other (Lee, Miranda, & Kim, 2004). Approximate timelines for the project can be drafted at this stage.

v. **WHERE** to outsource?

Where to outsource will enable the organization to plan for outsourcing vendor location decision. This would involve planning and carrying out due diligence for:

- Vendor selection
- Location selection

vi. **HOW** to outsource?

This would involve creation of a detailed transition plan for the process to be outsourced. This transition plan should involve the lowest task level details. Detailed process flows can be created using process-mapping softwares that captures manual processes, automated processes and all dependencies within the organization.

vii. **HOW MUCH** to outsource?

This would involve deciding upon the scope of the process to be outsourced. This
will define the extent to which the process will be outsourced, for example, whether the entire process will be outsourced - Total Outsourcing or a part of it will be outsourced - Selective Outsourcing (Willcocks & Choi, 1995; Willcocks & Fitzgerald, 1994).

**TOP MANAGEMENT SUPPORT**

It has been well established in literature by quality gurus, like Demming, Juran, Feigenbaum and Ishikawa, that top management support is essential for any business activity to be successful. Juran states that top management has a vital role to play in the quality planning process. This role requires extensive personal participation and cannot be delegated. Feigenbaum states that quality is the responsibility of everybody in the organization ranging from top management to the unskilled worker. Ishikawa states that top management has to lead by example and to demonstrate actively that they are serious about quality. Demming’s 14th point highlights top management’s permanent commitment to ever-improving quality and productivity, and their obligation to implement all of these principles.

The quality philosophy stressing on top management support holds true for outsourcing as it does for any other manufacturing business. For example, top managers adopt strategies that involve vague or incomplete outsourcing goals. Additionally, they delegate responsibilities and forget about these outsourcing goals. The results would definitely spell failure for the outsourcing contract.

Thus top management support can be considered as a major input factor in quality planning for outsourcing contracts. Top management support can be further defined in terms of:

viii. **Commitment**

Commitment is in terms of action required. Top management should be committed towards the outsourcing goal achievement (Lee and Kim, 1999). Further, a formal structure should be present in the top management to oversee the outsourcing contract that takes action in order to accomplish the outsourcing goals.

ix. **Communication**

Juran states that the role for top mangers is that of reducing confusion in the company (Juran, 1992). Outsourcing is also a phenomenon that may result in confusion within the organization. Thus it is the responsibility of the top management to ensure clear communication within the organization and with the service provider regarding outsourcing goals. An effective way to do this would be to identify key terms for standardization of the outsourcing process, develop agreed definitions for these key terms and then publish these definitions in an official glossary.

**Culture**

One of the key issues in outsourcing contracts is that clients and vendors of different countries possessing different cultures may be involved. This raises issues of cultural differences that could impact the effectiveness of outsourcing management practices (Narayanaswamy & Henry, 2005). What works well for US managers may not work as well in cross-cultural situations (Haire, Ghiselli, & Porter, 1963), for example, in developing countries like India. Therefore, it is vital to understand the cultural differences in the case of offshore outsourced projects (Narayanaswamy & Henry, 2005; Krishna & Sahay, 2004).

It is essential to plan for cultural differences that may exist in outsourcing projects to avoid misunderstandings, coordination loss, delays and rework. This can be achieved in terms of cultural training to be planned and organized for the team that would be involved in the outsourcing projects. The cultural training program should cover national as well as organizational cultures of the client and vendor organizations. The existence of a cultural fit between client and vendor is believed to improve the quality
of partnership (Lee & Kim, 1999). Thus a good quality cultural planning is likely to result in lesser deficiencies and higher quality.

**PROCESS QUALITY: Contracting Process Quality**

After planning for quality in the input phase of the outsourcing contract, the stage is set for the process of contracting to begin in an outsourcing relationship. The contracting process can be split up into three stages, which are, pre-contract negotiation, contract formulation and post-contract management. The quality dimensions that go under these stages are explained as follows:

**Pre-Contract Negotiation**

Negotiations can be complex and time consuming, it is always more advantageous to negotiate around a checklist of principles rather than get bogged down by the technicalities of draft contracts in the initial stages (Lee, 1996). The vendor’s standard form contracts must never be used, even as a starting point, because they are always drafted in favor of the outsourcing vendor (Aalders, 2001; Lee, 1996).

The results of the outsourcing goals of Input Quality phase should be used as a checklist of principles for outsourcing. This is because the contract must reflect the client’s needs, business goals and objectives (Aalders, 2001). From this checklist a skeleton contract may result after a few rounds of negotiations. This will finally transform into a fully fledged contract. The quality dimensions proposed for this stage are:

i. **Negotiating Team**

The first step is to assemble a cross functional negotiating team as the contract will often cover a gamut of business functions (Aalders, 2001). The quality of the negotiating team can be judged if the team skill set includes domain area experts, operations specialists, finance experts, legal experts, auditors, performance measurement consultants, human resources advisors and a contract team leader, who has complete understanding of the outsourcing goals.

ii. **Contract Checklist or Template**

It is important to ensure that a checklist or a template contract is in place even before the negotiations start. Specifically, this template should be the result of the outsourcing goals of the contract planning phase (Input).

iii. **Document Management**

During the contract negotiation process there will be a rapid moment of a large amount of information in the form of files, letters, draft contracts, meeting notes etc. It is of critical importance that document flows are managed effectively to minimize any chance of confusion (Lee, 1996). A proper system of document management and version control should be in place to manage quality at this stage.

**Contract Formulation**

A written contract is a result of many hard days of negotiations and is the only definitive means of defining the relationship of parties concerned in an outsourcing deal (Lee, 1996). It is therefore of prime importance that the contract be of high quality to mitigate risks associated with outsourcing. The quality during contract formulation can be determined in terms of the following dimensions:

iv. **Allocation of Control**

Allocation of control in outsourcing relationships refers to the manner in which compensation or reward structures are set up and the manner in which the authority is exercised in the relationship (Lee, Miranda, & Kim, 2004). Residual rights refer to the allocation of control of decisions that cannot be contractually stipulated before the start of fulfillment and are a function of asset ownership- the party that owns the asset has the right
to exercise control of its use (Hart & Moore, 1990; Lee, Miranda, & Kim, 2004). There can be three types of control structures:

- **Buy-in-contract**: This involves hiring of hourly workers, thereby subjecting them to the day-to-day authority of the client (Lacity & Willcocks, 1998). Here the firm retains residual rights of control because it owns the assets, including labor power, necessary for completion of the work (Lee, Miranda, & Kim, 2004).
- **Fee-for-service contract**: In this the residual rights of control are implicitly allocated to the vendor / service provider firm that owns resources necessary for the work completion (Lee, Miranda, & Kim, 2004).
- **Partnerships**: In this the residual rights of control are shared by the client and the provider firm (Lee, Miranda, & Kim, 2004). These rely on complementary resources (Dyer & Singh, 1998) and voluntary resource allocations in order to benefit the partnership (Khanna, Gulati, & Nohria, 1995).

The contract quality will be highest when there is a shared control structure with the service provider and the client as this would result in a more successful outsourcing relationship than fee-for-service and buy-in structure (Lee, Miranda, & Kim, 2004).

**v. Contract Period**

Contract period can be defined as the duration for which the client and the vendor organizations engage in an outsourcing relationship. This would fall into three categories—short-term, medium-term and long-term outsourcing relationship (Willcocks & Choi, 1995; Lee, Miranda, & Kim, 2004).

Lee et al. (2004) found from their field research that Long-term contracts were more successful than short term contracts. Kavan et al. (1999) suggest that long-term contracts are preferable because they enable initial setup costs to be distributed over a longer period of time. While time does introduce an element of risk in relationships, time also facilitates cooperation among parties and the development of trust (Coleman, 1990). Therefore, we can argue that the contract quality will be highest for long-term contracts (increased trust) as compared to medium-term and short-term contracts.

**vi. Contract Alignment with Outsourcing Goals**

The formulation of the contract should not only depict the outsourcing goals of the client organization but also should depict alignment of the vendor’s outsourcing goals with the client. This will result in greater business understanding among the two contracting organizations. The contract alignment can be viewed from the Service Level Agreements (SLAs) that are formed in the contracts.

SLA identifies the service commitments of both the client and the service provider to each other at the boundary of their responsibilities (Larson, 1998). The scope of the SLAs should be those business outputs that contribute to the outsourcing goals (Aalders, 2001). A good quality contract’s SLA should map to the what, why, who, where, when, how and how much of the outsourcing goals defined in the Quality Planning Phase in detail:

- **WHAT** is being measured?

  Is it the business output of the outsourced process? The emphasis should be on the end result from the buyer’s point of view (Larson, 1998).

- **WHY** is it being measured?

  The rationale for selecting the item for measurement should ultimately point towards the outsourcing objectives (Aalders, 2001).

- **WHO** are accountable and responsible for the measurement?
The accountability and the responsibilities
of the client and the service provider should be
clearly defined (Aalders, 2001).

- **WHERE** is the point of service delivery?

  This can be defined in terms of the geo-
graphic location at which the delivery takes
place and the medium in which the delivery
takes place, for example computer screen
(Larson, 1998).

- **WHEN** are the services delivered?

  The service delivery time can be defined
as the deadline by which time the service is to
be delivered, the window of time in which the
service will be available, or the response time
(Larson, 1998; Aalders, 2001).

- **HOW** the measurement will be done?

  Many organizations have little history of
performance measurement and the complexi-
ties and costs involved (Aalders, 2001). It is
therefore essential to define on the outset how
the measurement will be done.

- **HOW MUCH** should be the target per-
formance level?

  Based on managerial techniques of sta-
tistical analysis and process benchmarking
the current performance level and the desired
performance levels should be finalized.

vii. Contract Completeness

Contracts are becoming denser, as agree-
ments become more sophisticated in terms of
measurement procedures, financial manage-
ment of the transferred assets, and re-insourcing
clauses (Quelin & Duhamel, 2003). It is im-
portant for management to have understanding
of the complicated business and legal issues
involved in outsourcing and have awareness
of how these issues should be addressed in the
contracts (Lee, 1996). A good quality contract
should be comprehensive and complete in terms
of addressing all the important issues pertaining
to outsourcing contracts.

The following vital issues should be ad-
dressed in the contract:

- **Transfer of assets**: This is dealt with by
  a sale agreement whereby the assets in
  question are transferred to the outsourcing
  vendor (Lee, 1996).
- **Transfer of Staff**: A common feature of
  many outsourcing arrangements is the
  transfer of staff from the outsourcing com-
  pany to the outsourcing vendor (Lee, 1996).
  The labor regulations of the concerned
countries must be taken into account in
the contract (NASSCOM, 2005).
- **Pricing and Payment terms**: When, how
  and to whom the payment should be made
is a complex issue because outsourcing
is a business deal that may involve third
parties such as equipment and software
licensors and so on. It is advantageous to
include provisions for flexibility in pricing
and payment renegotiations as the cost of
technology and also the type of technol-
yogy may change in response to market
dynamics (Harris, Giunipero, & Hult,
- **Warranty and Liability**: Litigation for
  contract damages is an expensive and time
  consuming process. It is therefore impor-
tant to express warranty into the contract
for the vendor to indemnify the client for
any losses, costs and liabilities arising from
the vendor’s breach of contract (Lee, 1996;
NASSCOM, 2005).
- **Dispute resolution and termination**: Proper
  mechanism for dispute resolution and ter-
  mination of services should be addressed
legally within the contract (Lee, 1996;
NASSCOM, 2005).
- **Ownership of Intellectual Property Rights**: There
  should be a clear agreement on the

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ownership of intellectual property rights, such as copyrights or patents, arising from outsourcing activities (Lee, 1996; NASSCOM, 2005).

- **Information security and confidentiality**: Information security is an area often neglected in outsourcing arrangements (Fink, 1994). It is important for the client to reach an agreement with the vendor on the type and level of information security that will be provided in relation to the outsourced project. Additionally, the nature of client’s data may be commercially sensitive. Confidentiality should be ensured for the contracting period and even after termination by including provisions in the contract (Lee, 1996).

Though the above mentioned issues are comprehensive in terms of covering legal issues nevertheless it is essential for practitioners and researchers to bear in mind the specific legal provisions of the client as well as vendor countries involved in the contract. The difference in legal clauses and provisions can potentially create barriers. Therefore, for contract completeness specific legal provisions of the host countries must also be examined and addressed in the contract.

**Post-Contract Management**

If the contract is created using all the above mentioned quality guidelines then it will be easier to manage the contract because all the procedures required for management would be in place at the outset of the relationship. The client should assign the contract management responsibility to managers who understand the services provided by the outsourcing vendor (Lee, 1996). The client would need to consider post-contract management from four levels: contract administration, strategic management at top executive level, portfolio management at the middle management level and helpdesk management at the operational level (Aalders, 2001).

There is a saying that even the happiest marriages have the odd spat. Issues and disputes are inevitable in business relationships. These issues should be documented in a formal manner and should include a process for resolution and escalation (Aalders, 2001). This will prevent the need to resort to expensive litigation or arbitration to resolve the dispute. Further, it will work towards a healthier client-vendor relationship.

Outsourcing relationships may not be successful if they fail to measure the items agreed to in the service level agreements of the contract. The responsibility of measurement lies on both the sides of the fence (Aalders, 2001). The client must have a performance measurement system, for example balanced score card (Kaplan & Norton, 1992) or European business excellence model (EFQM, 1998), in place to keep a track of the vendor’s performance. Further, the vendor or service provider must measure their own performance to ensure that they are achieving the goals set for them.

For good quality post-contract management the following should be clearly defined:

- **Roles and responsibilities**
- **Dispute Resolution procedures**
- **Performance Measurement System**

**OUTPUT QUALITY: OUTSOURCING SUCCESS**

Successful outsourcing relationship will enable client and vendor organizations to achieve business objectives and to build competitive advantage that each organization could not easily attain by itself (Lee & Kim, 1999). In the proposed framework (Figure 2), quality input (contract planning) leads to quality process (contract process) which in turn leads to quality output (success). Outsourcing success can be defined can be defined in terms of:

a) **Business Advantage**: Outsourcing is motivated by the promise of strategic and economic (transactional) benefits. **Strategic**
benefits refer to the ability of a firm to focus on its core business by outsourcing routine activities (Grover, Cheon, & Teng, 1996). Economic benefits refer to the ability of a firm to use expertise and economies of scale in human and technological resources of the service provider and to manage its cost structure through good quality contractual arrangements (Lee and Kim, 1999). Strategic and transactional benefits are answers to the outsourcing quality planning phase (Why to outsource?). Thus outsourcing success in terms of business advantage can be measured by calculating the difference between the perceived outsourcing goals and the attained outsourcing goals.

b) Uncertainty Reduction: If the outcome of the contract results in reduction of uncertainties for the client with respect to the service provider’s performance then it would point towards outsourcing success. For example, the service provider delivers quality services on-time every-time, the client’s level of uncertainty in terms of the service provider’s capability will be low. This would point towards outsourcing success as there is increase in faith on the vendor’s capabilities.

c) Increased Partnership Quality: Partnership quality is expressed as how well the outcome of a business relationship delivered matches the participants’ expectations (Lee & Kim, 1999). The result of research conducted by Grover et al., (1996) suggests that partnership quality and outsourcing success have a strong relationship. If there is an increase in the level of partnership quality then this is likely to lead to success of the outsourcing endeavor. Increased level of partnership quality between the client and the vendor can be measured in terms of increase in the level of:
   i. Trust
   ii. Business understanding
   iii. Benefit and risk share
   iv. Knowledge sharing
   v. Commitment

CONTRIBUTIONS AND DIRECTIONS FOR FUTURE RESEARCH

The purpose of this paper was to study the relationship between contract and outsourcing success using a quality lens and to posit a quality framework for outsourcing contracts. The paper’s strength lies in the novelty of the idea proposed. It provides valuable contributions to the outsourcing industry by recommending a comprehensive yet easy to apply quality framework for outsourcing contracts. The framework can act as a quality checklist for the entire contracting process staring from planning for outsourcing contracts to post-contract management.

Outsourcing contracts have received relatively less attention from the researcher community. As a result, this area has high potential for future research. The quality framework proposed in this paper can be used to carry out empirical research in the field. Researchers can undertake in-depth case studies to explore and test the validity of the proposed framework. Also, as the nature of the business environment is dynamic and ever changing, new risk areas can be identified and included in the contract completeness section of the proposed framework. Additionally the entire framework can be tested for different kinds of outsourcing contracts like Enterprise Systems outsourcing, IT outsourcing and Business Process outsourcing. A comparison drawn from such empirical studies can provide interesting insights.

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