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Abstract

Purpose: To investigate how providers of product-service bundles design and manage their contracts with upstream suppliers to incentivise incremental innovation for the benefit of their downstream customers, who contract the provider based on performance. **Design/methodology/approach**: An embedded multiple-case study was conducted to examine elements of a European jet fighter's manufacturing and after-sales supply chain. The embedded cases concern provider contracts with first-tier suppliers of product and service offerings. Data collection involved 21 semi-structured interviews, documents, and other secondary data sources. Data analysis was informed by agency theory to assess the effectiveness of contract design and management in delivering incremental innovation and to identify related contracting strategies.

Findings: We identify four strategies for fostering incremental innovation in contracts between providers and their first-tier suppliers. These include two contract design strategies, i.e., reducing goal incongruence and addressing information asymmetry; and two contract management strategies, i.e., reducing outcome uncertainty and promoting inter-firm integration between providers and sub-suppliers.

Originality: The research shows the contingent effect during contract design and management of a sub-supplier's product *vs.* service offering, which, in turn, impacts incremental innovation. We also find that using focused key performance indicators in sub-supplier contracts can be effective in improving product and service quality.

Practical implications: The research offers managerial guidelines regarding how providers can design and manage their tier-one supplier contracts to achieve incremental innovation. These include encouraging early supplier involvement, using focused KPIs in contracts, and managing product and service-offering suppliers differently.

Keywords: Incentive alignment, Innovation, Performance-based contracting, Supply chain, Agency theory, Case study.

Paper type: Research paper

1. Introduction

Innovation is critical to improving business performance and gaining a competitive edge (Oke, 2007). Focal firms often rely on their supply chain (SC) partners to innovate (Zimmermann et al., 2016), but this is dependent on the alignment of incentives along the SC (Narayanan and Raman, 2004). Alignment refers to supply chain counterparts working towards a common goal and achieving outcomes that ultimately benefit end customers (Selviaridis and Spring, 2018). Incentives can take various forms and may include both financial rewards and penalties as well as time- and scope of work-related inducements (Weber and Mayer, 2011; Sumo et al., 2016c; Randall et al., 2011). Incentive alignment is a key tenet of supply chain management (Norrman and Näslund, 2019). Yet, how the focal firm can successfully align its incentives with upstream suppliers to achieve innovation outcomes for downstream customers is underexplored.

One way of aligning incentives in SCs is through contracting (Selviaridis and Spring, 2018). Contracts serve as a key mechanism for governing customer-supplier relationships (Caldwell and Howard, 2014), encompassing provisions such as payment mechanisms, specifications, and performance obligations, as reflected in key performance indicators (KPIs) (Akkermans et al., 2019). Performance-based contracting (PBC), in particular, facilitates incentive alignment as it links supplier payments to the achievement of customer goals (Kim et al., 2007).

PBC has garnered much research attention in dyadic customer-provider relationships, particularly in contexts where manufacturers (henceforth "providers") bundle products with after-sales support to ensure performance in terms of product availability (Hypko et al., 2010; Selviaridis and Wynstra, 2015). PBC grants providers greater autonomy as they can determine how to achieve the desired results (Sumo et al., 2016c). Moreover, it incentivises providers to innovate incrementally as they profit from products with fewer

failures (Randall et al., 2010; Sumo et al., 2016a; Sumo et al., 2016b). A reduction in spare parts consumption via quality re-engineering or maintenance enhancements not only yields increased profits for providers but also cuts costs and enhances performance for the customer. Thus, PBC helps to align incentives between providers and customers.

Extant PBC literature has primarily focused on provider-customer relationships, with only a few studies going beyond the dyad to consider the upstream SC (e.g., Datta and Roy, 2013; Kleemann and Essig, 2013; Selviaridis and Norman, 2014). These studies have enhanced understanding of how a PBC between the provider and its customer affects the way in which the provider manages its upstream relationships with suppliers (hereafter "sub-suppliers"). These studies have, however, stopped short of examining how sub-supplier contracts can be aligned with the provider-customer PBC agreement when *innovation outcomes* are in focus. Moreover, prior research has largely neglected *sub-suppliers*' perceptions of the ability to align their incentives with those included in the downstream PBC. Understanding this is imperative because sub-suppliers control the quality and availability of the components and services needed to deliver incremental innovation and improve product availability for end customers.

This paper focuses on incremental innovation (i.e., doing the same thing but better) rather than radical innovation (i.e., doing something differently) (Tidd, 2013) because, in manufacturing settings, PBC is concerned with improving existing products gradually. Doing things better, i.e., incremental innovation, can ultimately lead to improvements in, for example, quality, productivity, and/or cost performance. Given the above, we ask:

In the context of a PBC agreement between a provider and downstream customer, how does the provider design and manage its tier-one upstream supplier contracts to align incentives and foster incremental innovation?

We draw on agency theory (Eisenhardt, 1989) to analyse incentive alignment between the provider (principal) and its first-tier suppliers (agents). Specifically, our analysis of sub-supplier contract design and management is informed by well-established factors influencing the choice between an outcome- and a behaviour-based contract (Eisenhardt, 1989), as well as the strategies used to govern principal-agent relationships in the supply chain (Matinheikki et al., 2022). We examine two cases of PBC concerning the manufacture and after-sales support of a European jet fighter sold to two different countries. In total, we investigate six embedded cases of sub-supplier contracts, distinguishing between sub-suppliers offering products and services.

We contribute to the PBC literature (e.g. Datta and Roy, 2013; Li and Mishra, 2021; Kleemann and Essig, 2013) by unveiling specific strategies that providers employ to design and manage their supplier contracts to foster incremental innovation. We also reveal the contingent effect of sub-suppliers' product *vs.* service offerings on the design and management of sub-supplier contracts. Furthermore, we contribute to literature linking PBC to innovation outcomes (e.g., Sumo et al., 2016a; Sumo et al., 2016c) by demonstrating that the use of a small number of focused performance indicators instigates *sub-supplier* innovation. Finally, and more generally, we extend the SC alignment literature (e.g., Selviaridis and Spring, 2018) by identifying contracting strategies for achieving innovation outcomes.

2. Literature review

2.1 Performance-based contracting and innovation outcomes

Prior research has examined the management of customer-provider relationships within the context of PBC (Randall et al., 2010; Nowicki et al., 2018), including with regards to contract design and performance measurement (Doerr et al., 2005; Glas et al., 2013; Sols

et al., 2007; Glas et al., 2018), including the design of KPIs (Akkermans et al., 2019). This literature has uncovered challenges and risks in relation to PBC design and implementation and the overall effectiveness of this contracting approach (Glas et al., 2019; Selvaridis and Norman, 2015; Ng and Nudurupati, 2010; Randall et al., 2011; Guajardo et al., 2012; Datta, 2020).

Only a handful of studies have gone beyond the customer-provider dyad to examine implications for incentive alignment upstream in the supply chain (Essig et al., 2016), especially when innovation is of critical concern, such as in order to improve product reliability and maintenance effectiveness (Alqahtani et al., 2023). For example, Datta and Roy (2013) found that when providers and spare parts suppliers share the costs of investment, their profits rise. Similarly, Li and Mishra (2021) found that sharing repair costs between providers and their suppliers leads to performance improvements. However, such cost-sharing can incentivise sub-suppliers to under-invest in product reliability, affecting product availability performance. Kleemann and Essig (2013) found that collaboration between the provider and its suppliers is critical in the face of high outcome uncertainty, but such collaboration is lacking due to misaligned incentives between the provider and its suppliers. Nikulina and Wynstra (2022) identified factors that explain how sub-suppliers can effectively engage in multi-party PBCs in the construction industry, building on the work of Selviaridis and Norrman (2014).

The above studies have enhanced our understanding of the implications of PBC for SC incentive alignment, but they did not empirically examine how a provider can design and manage its first-tier supplier contracts to foster incremental innovation (i.e., improve product reliability and maintenance), thereby helping to achieve availability outcomes for the end customer. Prior research has also neglected the sub-supplier's perspective on what type of governance mechanisms would incentivise them to innovate.

PBC, as a contracting strategy, can facilitate incremental innovation (Randall et al., 2010) because manufacturers inherently benefit from higher product quality. Beyond the manufacturing setting, Sumo et al. (2016a) showed that PBC can foster innovation in IT service provision due to the autonomy given to the provider to determine the most effective approach to achieving results. Randall et al. (2011) demonstrated that early investments in product improvements at the onset of a contract can increase provider profits and prevent additional costs for the customer. However, the authors did not explore scenarios where a product is manufactured by an alliance of OEMs, which necessitates other suppliers to invest in enhancing their products and maintenance processes.

Innovation is usually incremental because continuous, cumulative improvement is more efficient and effective than occasional, step-change improvements (Tidd, 2013). This is also largely the case when PBC is used in manufacturing settings (Hypko et al., 2010) to improve the availability and reliability of products and the effectiveness of maintenance while simultaneously reducing the cost of support activities (Kim et al., 2007; Randall et al., 2010; Sols et al., 2007). Improved reliability reduces failure rates, while improving maintenance turnaround times improves service effectiveness. Taken together, these improvements reduce costs and increase product availability (Guajardo et al., 2012; Randall et al., 2010; Sols et al., 2007). PBC therefore fosters incremental innovation to improve day-to-day maintenance and logistics operations (i.e., incremental service innovation) and to redesign components to reduce failure rates (i.e., incremental product innovation). Incremental innovation is also linked to product improvements in terms of the mean time between failures (MTBF) and service improvements in terms of the mean time to repair (MTTR).

In summary, the PBC literature has highlighted that incremental innovation is a significant outcome that the provider seeks to achieve, and that the provider's suppliers

contribute to this outcome. However, prior literature has neglected how providers can design and manage contracts with their suppliers to achieve incremental innovation. In this study, we therefore seek to empirically investigate this issue. We use agency theory as our analytical lens because of its focus on the role of contracts in promoting incentive alignment in SCs (Fayezi et al., 2012).

2.2 Agency theory

Agency theory explains the contractual relationship between a principal and an agent performing work on behalf of the principal (Eisenhardt, 1989). It posits that the principal strives to minimise the costs associated with managing the agent, such as rewarding, monitoring, and regulating their behaviour (Fayezi et al., 2012). Concurrently, the agent seeks to increase their benefits and minimise the principal's control (Eisenhardt, 1989). Agency theory addresses problems that arise when there is: (1) asymmetric information (i.e., adverse selection or moral hazard¹) and potential goal incongruence, and (2) a different view concerning risk preference between principal and agent (Eisenhardt, 1989).

The theory is based on two streams of enquiry in the management literature: (1) *principal-agent*, where the focus is on choosing the optimal contract type (outcome-based *vs.* behaviour-based); and (2) *positivist*, where the focus is on how to oversee the principal-agent relationship (Eisenhardt, 1989). Although agency theory has traditionally focused on dyadic (customer-provider) contractual relationships, more recent research has used it to study interconnected principal-agent relationships in the extended SC (Matinheikki et al., 2022; Selvaridis and Norrman, 2015; Selviaridis and Spring, 2018; Howard et al., 2016).

¹ Adverse selection is when an agent misrepresents their actual ability prior to engaging in a relationship. Moral hazard is when an agent behaves differently than agreed and in a self-interested manner after engaging in a relationship.

Research has identified eight factors influencing the principal's contract choice (Eisenhardt, 1989). More specifically, an outcome-based contract (including a PBC) is preferred when (1) the customer is risk-averse, (2) there are significant goal conflicts between principal and agent, or (3) the outcome can be measured. However, a behaviour-based contract (e.g., labour-time and material-cost (T&M)) works better when (4) the agent performs a well-known task (e.g., logistics), (5) outcome uncertainty is high, (6) the agent's behaviour can be monitored, (7) the provider is risk-averse, and/or (8) the principal and agent are involved in a long-term relationship that allows the principal to evaluate the agent's behaviour history.

More recent research has highlighted four strategies for governing agency relationships in SCs (Matinheikki et al., 2022). First, *information transfer strategies* involve transferring information between customers and providers to curb adverse selection and moral hazard problems. Second, *goal alignment strategies* intend to reduce the agent's (provider's) self-interestedness and, therefore, reduce misalignment between the provider and customer. Third, *integration strategies* integrate customer-provider operations to overcome information asymmetry and goal incongruence problems. Finally, *psychological influence strategies* refer to trust and credible threats, which can reduce moral hazard in SC relationships.

In the context of PBC, the provider firm needs to understand both contract choices and strategies to govern supplier relationships in order to align incentives across the SC and achieve incremental innovation. The selection of contract types and appropriate strategies is context dependent. For instance, complex products with high outcome uncertainty (such as engine maintenance) might benefit from a PBC together with goal alignment strategies that reduce outcome uncertainty. In contrast, a well-defined, routine task, such as logistics, might be best managed with a time and materials contract and information

transfer strategies that ensure clarity around goals and progress. It is thus important to choose suitable contract types and strategies to address the unique challenges of each supply chain relationship. In this study, the aforementioned eight factors and four strategies inform our analysis of the governance of the provider's relationships with their suppliers, and how contracting in this context can influence incremental innovation.

3. Methodology

Given the limited amount of prior empirical research on how the provider designs upstream sub-supplier contracts to foster incremental innovation and improve equipment availability, we adopt a case-based research design. Case study research provides depth and insight into a little-known phenomenon (Yin, 2018). It allows operations and SC phenomena to be explored and understood in a particular context (Yin, 2018). We have chosen to study incentive alignment in SCs within the defence sector due to the prevalent role of sub-suppliers (an alliance of OEMs) in the manufacture and support of weapon systems, and due to the prominent use of PBC as a contracting strategy. We investigate how the provider aligns its incentives with sub-suppliers and the resulting impact of this alignment on innovation outcomes downstream in the SC.

3.1 Case study design

An embedded, multiple-case study strategy was adopted (Yin, 2018). We investigated the alignment of incentives in the supply chain, i.e., among the provider, its first-tier suppliers, and the provider's customers. This alignment includes synchronising financial penalties and rewards, contract duration, and the scope of work. The provider may pass these incentives on to ensure that its first-tier suppliers are aligned with the provider to achieve innovation outcomes for the benefit of the end customer. We investigated two

cases of PBC contracts with six embedded cases of sub-supplier contracts: four sub-supplier contracts in Case A, and two in Case B. The cases concern part of the SC for the manufacture and after-sales service support of a European jet fighter sold to two different countries (see Figure 1). In each case, the downstream contract is a PBC between the provider and the customer (national defence department). Each country and the associated buying defence department has its own requirements, which likely influences both the design and management of contracts between the provider and its first-tier suppliers.

The jet fighter is built by an alliance of four countries (i.e., four domestic defence companies), with the provider (in both cases) being a large company listed on the stock exchange and one of four OEMs producing the weapon system. The primary unit of analysis is the SC and the associated incentives of firms (i.e., customers, the provider, and first-tier suppliers of the provider) therein. The sub-units of analysis (embedded cases) are the incentives in the six contractual relationships between the provider and its first-tier suppliers. Accordingly, the units of observation are the interconnected contracts in the supply chain, which largely reflect incentives and incentive alignment in terms of, for instance, the payment mechanism, KPIs, and contract duration provisions.

[Insert Figure 1]

Case A's PBC specifies that the provider is responsible for delivering support (maintenance and logistics) to the jet fighter customer A (see Figure 1 for the KPIs). The PBC has lasted for more than 15 years and is renegotiated every five years. The agreed payment mechanism is fixed price plus incentive fee, with penalties incorporated should the provider fail to deliver on any KPIs. The upstream contracts studied include four subsuppliers: sub-suppliers A1 (engine), A2 (avionics), A3 (general maintenance, e.g., hydraulic maintenance), and A4 (logistics and warehousing). Sub-supplier A1 had a five-year availability-based contract with the provider, while all other sub-suppliers had

labour-time and material-cost (T&M) contracts, with durations varying between three and five years. A3 and A4 were owned by the provider at the time of the contract design; however, A3 was sold in 2020 (prior to data collection).

In Case B, the provider is responsible for delivering maintenance and logistics support to the jet fighter customer B (see Figure 1 for the KPIs). The PBC between the customer and provider has lasted for more than 15 years, based on a 10-year business agreement (five years fixed and five years indicative). The payment mechanism is pain-and-gain sharing based on an agreed target cost. Any cost savings that the provider makes are shared 60:40, with the customer recycling their gain into the weapon system (for improvement purposes). Upstream in the SC, we studied two sub-supplier contracts: sub-suppliers B1 (avionics) and B2 (general maintenance). Sub-supplier B1 had a five-year availability-based contract based on pain-and-gain sharing, while sub-supplier B2 had a 5-year T&M contract. B2 is owned by the provider, including at the time of the contract design.

We used theoretical sampling (Barratt et al., 2011) to select the two cases. Our sample included two distinct payment mechanisms (performance-based vs. T&M) to explore the influence of varying contract designs on incremental innovation. Additionally, we selected cases from two different customers (i.e., two defence departments in two different countries) to observe how these differing contexts and end-customer procurement approaches affect incremental innovation. The uptake of PBC around the world in the defence industry is limited (Hunter, 2015). This influenced our focus on conducting in-depth analyses of two cases in specific countries that have adopted PBC.

We distinguish between product- and service-offering suppliers when examining innovation in PBC. This is important due to the differing consequences of incentive misalignment with the provider for product- and service-offering suppliers. Specifically,

product suppliers often face greater goal conflict compared to service suppliers because product-offering suppliers profit from a high failure rate while the provider profits from a low failure rate. We adopted Sampson and Froehle's (2006) definition of a service, which involves the customer (i.e., provider) providing input into service delivery. For example, the provider shares timely information with service suppliers to ensure efficient service delivery or coordinates the timely delivery of materials necessary for repair or transport. In contrast, sub-supplier products or components refers to physical items delivered to the provider, e.g., engine spare parts delivered to the provider's warehouse for installation (Hu et al., 2018).

Given the above, both product-offering and service-offering sub-suppliers were selected as embedded cases. An example of incremental innovation within product-offering sub-suppliers is the re-engineering of a sub-component with a high failure rate, resulting in a 50% reduction in failures. In the case of service-offering sub-suppliers, incremental innovation may entail improving repair capacity by 20% through implementing new repair processes or optimising forecasting techniques. In Case B, we studied two sub-supplier contracts, as compared to Case A where we studied four. This is because of the influence of the host country in Case A, which prompted the provider to engage local sub-suppliers in addition to OEMs, resulting in a greater number of sub-suppliers.

3.2 Data collection

We collected data through multiple sources: semi-structured interviews, field observations, documents such as contracts², and other secondary data (e.g., shareholder

² We studied in detail contract clauses related to the payment mechanism, scope of work, and performance requirements. Additionally, we examined KPI reports that were filled out in the context of contract management, and presentations explaining the contracts under investigation (e.g., the history of the contract).

reports, annual reports, and newspaper articles). We conducted 21 semi-structured interviews with managers from all of the actors involved (see Table I), covering two main themes: (1) how sub-supplier contract design (outcome-based vs. behaviour-based) can induce sub-suppliers to innovate, leading to improved performance, and (2) how PBC contracts can be aligned with upstream supply contracts to foster innovation. Seven interviewees did not permit voice recording, so we took detailed notes and wrote them up after each interview to maximise recall and enable follow-up questions (Yin, 2018). The other interviews were recorded and transcribed. The interviews lasted between 43 and 133 minutes. In Case B, we compensated for the lack of a customer perspective by using relevant documents and other secondary data sources (e.g., the customer-provider contract).

Follow-up interviews were conducted if any discrepancies were identified between interviews or between interviews and documentary sources (e.g., contracts). This allowed us to clarify our interpretations and validate our findings. For instance, an additional senior manager from sub-supplier C and a representative from the provider that interacted with sub-supplier C were interviewed to resolve discrepancies with regards to sub-supplier C's failure to incrementally innovate. A copy of the interview protocol used to capture the customer, provider, and sub-supplier perspectives is available in a supplementary file that accompanies this manuscript.

[Insert Table I]

3.3 Data analysis

Data were coded and analysed using *NVivo*. Agency theory informed the data analysis in two ways. First, to analyse suitable sub-supplier contract types for delivering an improved product or service. Second, to understand how to govern sub-supplier relationships in order to deliver these improvements. As a first step, we analysed each case study (i.e.,

within-case analysis) in terms of *contract effectiveness*, i.e., the ability of the sub-supplier to deliver incremental innovations for the benefit of the provider and its customers. For example, the provider reported that sub-supplier B1 was able to improve their product quality, which helped them achieve a better outcome from the downstream contract (PBC). Sub-supplier B1 reported that these improvements were as a result of their freedom in the contract, the payment mechanism (i.e., pain-and-gain), the provider's maturity, and the contract duration.

Subsequently, we analysed the embedded cases collectively (i.e., cross-case analysis) in terms of the sub-supplier *contract design* and *contract management* strategies. Contract design includes drafting the contract (often based on tailoring a standard template), negotiating payment mechanisms, determining the scope of work and contract duration, whereas contract management was operationalised both in terms of managing contractual KPIs as well as managing sub-supplier relationships more broadly. We used open coding procedures for each embedded case (Corbin and Strauss, 1990). Codes were then grouped by construct categories, linking back to the strategies used to govern principal-agent relationships in supply chains (Matinheikki et al., 2022). Table II displays the resulting coding structure, including the agency-theory informed aggregate dimensions we derived. Throughout this entire process, the author team worked together to discuss and iteratively refine the coding process to arrive at robust conclusions.

[Insert Table II]

During the cross-case analysis we grouped codes as "product offering" and "service offering" before combining them in an Excel spreadsheet to improve the audit trail (see cross-case analysis in the next section). During this step, we linked contract effectiveness with the embedded case codes in the cross-case analysis. For example, we related the success of sub-supplier B1's contract to deliver incremental innovation to the payment

mechanism, time-based incentives, statement of work (SOW), collaboration, and transparency.

4. Analysis and findings

4.1 Within-case analysis

4.1.1 Analysis of Case A contract effectiveness for incremental innovation

Consistent with agency theory, sub-supplier A1 was contracted on an outcome basis for two main reasons. The first is high goal incongruence. The provider's contract with the customer is based on availability, meaning they profit from a long mean time between failures (MTBF), which ensures the weapon system is available at a certain level. However, sub-supplier A1, as a product-offering sub-supplier, profits from a short MTBF, as any reduction in spare parts consumption affects their income. The second is low task programmability. Sub-supplier A1 is the engine OEM, and the provider has difficulty in evaluating what the sub-supplier is doing due to technical confidentiality.

Agency theory would also suggest an outcome-based contract would be suitable for product sub-supplier A2 due to goal incongruence. However, high outcome uncertainty led the provider to contract A2 on a time and materials basis (i.e., behaviour-based contract). This outcome uncertainty stems from localisation and SC complexity. The buying government wishes to build local manufacturing capability and gain as much control as needed over critical products in the national interest. This pressurises the provider into engaging with local sub-suppliers and increases outcome uncertainty as the capabilities of local sub-suppliers like A2 are still being developed. As the provider's Head of Contract Delivery explained: "It is an emerging industry, it's new." Moreover, sub-supplier A2 relies on a very complex SC, being situated between four nations and an end-user country. As the provider's Procurement Director said: "It has dependencies on

the supplier in Europe who has dependencies on the logistics provider, and not one of them is willing to carry the risk of the other".

Sub-suppliers A3 and A4 were also contracted on a T&M basis, as both have a long-term relationship with the provider. The provider acquired these two companies in the 1980s because of the buying government's requirement to support local companies. During the contract design phase, both sub-suppliers were owned by the provider who had very high visibility and control over their operations. The contract type is consistent with agency theory, which posits that when the agent and principal have a long-term relationship, the principal will prioritise a behaviour-based contract. However, in 2020, the provider sold sub-supplier A3, which resulted in the provider losing control over it.

Meanwhile, the relationship between customer A and the provider has lasted for more than 15 years, enabling them to learn from experience. This has been reflected in the PBC contract at the point of contract renegotiation, which takes place every five years. Even though the contract remains availability-based, customer A has learned from previous mistakes, leading them to incorporate a stipulation that constrains the provider's ability to have decision-making freedom. Therefore, even though payment is still based on results, the provider is evaluated based on its ability to conduct certain tasks (e.g., have a certain number of engineers in the workshop or maintain certain spare parts levels) rather than on the contracted outcome only (jet availability). For example, during COVID-19, the provider was unable to secure several spare parts. To avoid being penalised, they cannibalised other jets that were not in use as they were undergoing maintenance. Even though the provider delivered the available target jet to customer A, the customer penalised them because they did not have the number of available spare parts stipulated in the contract. These stipulations affect the sub-suppliers' contract design since the provider passes these restrictions onto sub-suppliers. For example, in addition to engine

availability, sub-supplier A1 must always have a certain number of engineers available at the end-user base and spare parts available at the provider's warehouse. This eventually affects sub-suppliers' freedom to innovate, as their focus is on fulfilling extra tasks required to protect customer A. As the provider's VP explained: "The more constraints you put around the contract [i.e., PBC] terms, the more difficult it is [and] ultimately the more difficult it becomes to innovate because you remove all of the levers of the supply chain, and you're forcing them down certain routes." Moreover, having penalty-only incentives negatively affects the provider's willingness to innovate since their focus is on avoiding mistakes. This also affected the provider's upstream supply contracts because they passed these penalties on to their suppliers.

Nonetheless, we observed that contracting sub-supplier A1 for a long duration based on engine availability incentivised them to innovate and improve product quality. The availability contract created a certain degree of freedom (despite the provider's extra stipulations) that helped A1 improve their product. As A1's Programme Executive stated: "[due to their contract type] We're able to find some kinds of innovation, reduce our arisings [i.e., increase the engine uptime via MTBF improvement], as a result of that, we are able to take advantage of fewer arisings that happen in the contract period."

Sub-suppliers A2 and A4, even though contracted based on T&M, were also able to improve their services. This was mainly due to *funding and support* they received from the provider to buy intellectual property (IP) related to avionics and a *collaborative relationship* with the provider. A2 was able to re-engineer some critical components (i.e., avionics) because they were supported by customer A and the provider to own the required IP rights. Sub-supplier A4 was able to improve their forecasting models and forecasting accuracy by sustaining a *good relationship* with the provider. As A4's CEO

put it: "Personal relationships are really important, without a shadow of a doubt [...] I know quite a lot of people, so even when people rotate out, I tend to know the new people coming in [this helps] produce a forward forecast as well as where we think things are going to, very quickly."

In contrast, sub-supplier A3 has a challenging relationship with the provider, affecting its business and willingness to make service improvements. According to A3's Engineer Executive: "The learning curve plummeted massively because of [the provider's] way of working, we work one month, then we wait four months doing nothing." The provider still perceives A3 as an organisation that is not mature enough to be relied upon and A3 has been unable to improve its services due to a lack of collaboration with the provider.

4.1.2 Analysis of Case B contract effectiveness for incremental innovation

Sub-supplier B1 was contracted on an outcome basis for the same reasons as sub-supplier A1: high goal incongruence and low task programmability. Meanwhile, sub-supplier B2 has a long-term relationship with the provider as a subsidiary, meaning they have good visibility and control over B2. Therefore, the contract is based on T&M, a type of behaviour-based contract.

In terms of contract effectiveness in Case B, the customer awarded the provider with a 10-year business agreement, enabling it to invest funds and improve the weapon system. This also allowed the provider to grant longer-term contracts to sub-suppliers, helping them allocate funds to improvements. The provider's Head of Business Management explained: "The advantage of [Case B] type contracts is [...] they're 10-year contracts. So, they allow the provider to contact each of the vendors with a reasonably long-term solution and give them a long-term funding stream."

The payment mechanism between the provider and customer B is a pain-and-gain mechanism, meaning that if the provider saves money, the customer will invest this in the weapon system. This has fostered innovation in the PBC contract as the provider is incentivised to make consistent savings. In addition, since the PBC contract is focused on a single KPI (flying hours), the provider reflected the pain-and-gain mechanism (with minor differences) in B1's contract. **This motivated sub-supplier B1 to innovate and improve the product**. As B1's Service Solutions Manager explained: "From a commercial perspective, [pain-and-gain mechanism] is the most effective commercial arrangement. It's the simplest. It's the most honest. It's the most effective."

Furthermore, a single KPI and a set of key resilience indicators (KRIs) (e.g., inventory health) granted the provider more freedom to do things differently while still delivering the required flying hours. For example, during COVID-19, the provider cannibalised other jets without upsetting the customer because the KPI focused on flying hours only, and the customer was protected by a "bank of hours" KRI. **This decision-making** freedom also allowed the provider to grant B1 and B2 more autonomy, thus enabling them to innovate. The provider's Executive Manager stated: "...you've got 20 spares in the repair pool [...] We'd helped the vendor compress that lead time so that they could cannibalise three of the items, and we could run the port with seventeen."

4.2 Cross-case analysis

The cross-case analysis shows that the provider uses four strategies to design and manage sub-supplier contracts to achieve incremental innovation outcomes (see Table III).

[Insert Table III]

4.2.1 Contract design strategies to reduce goal incongruence

The *payment mechanism* is an important aspect of sub-supplier contract design. The provider has trialled many different payment mechanisms over the years, resulting in service improvements. However, there is no silver bullet or one-size-fits-all solution. Each sub-supplier needs a payment mechanism tailored to their specific organisation and objectives if they are to be motivated to innovate.

We found that sub-suppliers prefer a per-use payment mechanism in a long-term contract (e.g., in the later years of a weapon system's life cycle), while they prefer a fixed price contract in a short-term contract (e.g., in the early years). A per-use payment mechanism can align the interests of the customer, provider, and sub-suppliers. For example, if the end-user (customer) chooses not to use the products, they will pay less, while the provider's and sub-suppliers' cost base will decrease as the products are not in use.

Moreover, a cost-plus³ contract is not preferable for A1, A2, or A3 as they are unwilling to open their financial books to the provider for confidentiality reasons. However, this contract type was acceptable to A4, B1 (due to the pain-and-gain payment mechanism), and B2 (owned by the provider). Furthermore, pain-and-gain was preferred by all sub-suppliers as an incentive for investing in innovation except A1 (as a result of the financial benefits of A1's current availability contract). A pain-and-gain mechanism applies pressure on product-offering sub-suppliers to improve their products. If a product keeps failing, the sub-supplier will share in the loss; and if they improve the product, they will share in the profits. However, pain-and-gain needs to be aligned with strategic sub-suppliers, and it requires the provider to be transparent with regards to PBC incentives

³ Under cost plus, the provider reports its cost to the customer and then adds a fixed percentage as profit.

and KPIs. Nevertheless, pain-and-gain was seen by A3 as a means of avoiding the provider's opportunistic behaviour, which might otherwise harm relationships.

It is crucial for the customer to guarantee that, by opening up their financial records to enable a pain-and-gain mechanism to be implemented, the sub-supplier's profits will not be adversely affected. In Case B, when the provider attempted to transfer the pain-and-gain mechanism to B1, the sub-supplier hesitated due to the customer's previous behaviour when inspecting their financial records (to make sure public spending is fair). This scrutiny had an effect on the sub-supplier's decision-making process.

In Case B, the provider used a fixed-price, guaranteed turnaround time (FPGT) contract with sub-supplier B2 to align both parties' goals. This also involved biannual joint reviews with B2, which improved the sub-supplier's forecasting. Nevertheless, while turnaround time is an important metric, it may not be the primary driver of innovation for sub-suppliers. Instead, an incentive mechanism, such as a reward/penalty, is needed. Sub-supplier B2's Senior Manager reported that they have a turnaround time, but still have a problem with aircraft because this contract type drives money without actually improving service availability.

We also found that incentives are crucial to fostering innovation. *Financial incentives* refer to rewards and/or penalties. The provider's experience helps to design effective incentive mechanisms, but sub-suppliers raise several issues that need to be considered when setting up incentives. For example, A1 and A2 prefer incentives that cover their risks so they have the confidence to invest. They also stressed that incentives must be achievable since targets that are too ambitious can discourage sub-suppliers from investing in improvements. The provider in Case A designed incentives (in the form of penalties) to reward A1 for sustained achievement, not just a one-off success (i.e., a 'lucky hit'). Thus, the sub-supplier's incentives were linked to average quarterly targets.

Although this motivated A1 to keep achieving the targets, the firm's managers stressed that penalties alone are not a motivational tool to improve the service and products. Having only penalties disincentivises sub-suppliers to improve their service. In fact, imposing a penalty will increase the cost (due to increased risk) without the sub-supplier seeking creative ways of improving the service. In Case B, the provider's Head of Supply explained: "Putting penalties in means they can put more risk in their price, which just means that the price is bigger to start with [...] when you do the maths, you can't afford it. You can't afford to buy the risk because, really, they're just putting in the risk that they could get penalties."

Nevertheless, most sub-supplier contracts are developed in peacetime. Sub-supplier A1 argues that incentives during wars that hinge on missions flown (i.e., mission success) as a KPI would motivate them to improve their products. Moreover, A3 and A4 highlighted that *payment in advance* helps them commit to making upfront investments in the absence of financial incentives.

Time-based incentives, which refer to the contract length, offer another way to motivate a sub-supplier to improve their products and services. The provider and sub-suppliers agreed that the longer the contract, the greater the incentive for upfront investment to improve the service and products. For A1, contract duration needs to match the life cycle of the engine and overhaul maintenance scheduling if the sub-supplier is to invest in reliability. In addition, during the early product life cycle of the engine, a short contract is more suitable because, in the initial period, maintenance and risk will be low. This helps A1 secure income while they understand how the weapon operates and identify any challenges and costs involved in improving it. In later years, a longer contract will help to make investment decisions in advance by improving MTBF, which in turn helps to reduce unscheduled maintenance and annual costs. Moreover, the longer the contract

under a pain-and-gain mechanism, the more money can be recycled into the weapon system, leading to further improvements.

4.2.2 Contract design strategies to reduce information asymmetry

The weapon system we studied was made by four countries. The product design took decades to finalise. The provider's interviewees stressed that the multi-national partnership and sub-supplier contracts needed to be formed very early so that sub-suppliers can have full visibility of the customer requirements. The provider reported that having a customer with two 'faces' (commercial and operational) increases contracting layers, affecting the speed at which requirements are passed on to sub-suppliers. Sub-suppliers A1 and A4 indeed highlighted that involvement during the PBC contract-drafting phase *improves visibility* and helps them better understand end-user requirements and, thus, plan their improvements more efficiently. Moreover, shaping the mindset of the sub-suppliers for a win-win approach is important for improving transparency and reducing information asymmetry. The provider's Head of SC in Case B commented that incorporating after-sales services into the acquisition process is crucial to improving the weapon system, as the after-sales support will have better visibility of the weapon system.

Reducing adverse selection also helps to reduce information asymmetry. The provider uses a sub-supplier segmentation approach to reduce adverse selection. This is helpful in distinguishing between sub-suppliers who are able to improve their services and those who must be closely scrutinised. In both cases, we found that the provider used various approaches to reduce adverse selection. One approach is to contract with highly reputed sub-suppliers that are more likely to improve their service because they know their reputation and sales results are at stake. Another approach is to contract with sub-suppliers that have a variety of components in the market. These sub-suppliers are more motivated to improve their services than sub-suppliers that have only one product. The

provider can leverage this diversity to improve the service. It can also use its prior experience in contracting with a sub-supplier to better understand the sub-supplier's capabilities. Moreover, Case A highlights the importance of shortening the SC as much as possible when selecting sub-suppliers. In Case A, the provider contracted with a local OEM (A2) instead of a major OEM (B1), and this affected service improvements. According to the provider's Vice President, the company will, in the near future, need to bypass A2 and contract directly with B1 instead.

A statement of work (SOW) can also lead to reduced information asymmetry, thereby affecting innovation outcomes. The provider and sub-suppliers in both cases stressed that it is important to take their time when designing the SOW in order to get it right. Misalignment between the KPIs in the PBC and those in the sub-supplier contracts was reported by A1 as an issue affecting the provider's performance. As A1's Programme Executive explained: "In this contract, we are in a situation of we don't have a back-to-back contract. So, my KPI, I can achieve it, but [the provider] will be failing in theirs [...] I think. Because we're relying on engine numbers [...] They've agreed a serviceability number."

In Case A, the provider does not intend to align the downstream with the upstream supply contracts because they are willing to take some risks (that they can handle) in order to increase their profits. In contrast, Case B demonstrates the importance of aligning downstream and upstream contracts, ensuring that sub-suppliers are profitable. This has helped sub-supplier B1 to maintain its improvement efforts.

In addition, the provider believes that aligning incentives with immature local partners (i.e., A2 and A3) can have a negative impact on that industry, as imposing KPIs may harm local companies leading to their bankruptcy. Moreover, service-offering sub-suppliers, A3, A4 and B2, stressed that it is difficult to align downstream and upstream contracts

because the provider's KPIs are concerned with overall availability (of the jet fighter), while, for sub-suppliers, KPIs concern a specific task that contributes to overall performance. Additionally, fewer contract stipulations can help sub-suppliers to innovate. For example, A1 reported that decision-making freedom in their outcome-based contract is very important for fostering innovation. In Case B, the provider's autonomy in the PBC allows them to pass this freedom on to their sub-suppliers, which in turn helps sub-suppliers make fast adjustments and avoid losses. In Case A, the provider lacks this autonomy, which affects the willingness of the provider and sub-supplier to innovate.

Despite the above, the provider and sub-suppliers agree that there is a need for the SOW to be very clear in terms of the specified KPIs. All sub-suppliers seek precise KPIs that allow them to focus on what is important and that give them some room for improvement. The fewer the KPIs, the better the outcomes that the sub-suppliers can deliver. As A4's CEO stated: "...at the top level, we have [...] quite a small number [of KPIs], and it [...] helps me when I go into my monthly performance reviews. We can see very quickly whether things are where they should be, whether there's a deterioration in performance, whether there's an improvement in performance."

Case B demonstrated some lessons learned from contract design mistakes and highlighted that, due to the military environment, sub-supplier contracts need to be flexible enough to allow for changes; otherwise, achieving alignment between sub-suppliers and the provider is challenging. In Case B, a flexible SOW also helped the provider and sub-suppliers reduce the risk of obsolescence by allowing sub-suppliers to use previous spare parts innovatively.

4.2.3 Contract management strategies to reduce outcome uncertainty

Contract design is not sufficient on its own to align provider-customer contracts with provider-sub-supplier contracts in order to drive incremental innovation and

product/service improvement outcomes. Rather, contract management is equally important. The Executive Manager of Case B's provider described a previous PBC with one of their sub-suppliers and how the lack of proper contract management led them to switch the contract type to a case-by-case basis.

The complexity inherent to the multinational design and production of a weapon system raises several obstacles that need to be managed to reduce outcome uncertainty. One issue is bureaucracy, which can hinder improvement initiatives from sub-suppliers. Sub-supplier B1 reported that there are difficulties in re-engineering spare parts due to the complexity of coordination between the four nations. For example, if one sub-supplier wants to re-engineer a component, they must go through a long process of approval by all OEMs based in the other countries.

Localisation, which aims to maintain high-failure items locally, can help to reduce repair cycle lead times and improve service amidst the four-nation complexity. As subsupplier A2's Programme Manager said: "The improvement of my service is to repair or manufacture parts locally." However, maintaining the SC locally adds layers; therefore, it is imperative, for an availability contract, that there is some control over the supply chain. The VP of Case A's provider suggested that controlling the SC to secure safety stock (contractually) and investing in local companies' capabilities is important so that the provider can reach a level where they can export their products to other customers.

Nevertheless, when the provider and sub-suppliers understand the business environment-related challenges that exist in the context in which they are operating, such as politics, COVID-19, the limited number of sub-suppliers in the market, and the limited technological advances, they can effectively manage the contract and deliver the required improvement outcomes. For example, in both cases the provider faced very difficult negotiations with sub-suppliers whose commercial business had been negatively affected

by COVID-19. Moreover, the defence and aerospace industries are not very competitive due to limited supply options. The VP of Case A's provider stressed that, to increase competitiveness, the provider and suppliers (especially the local ones) must produce in and offer maintenance to nearby countries that use the same weapon system and need equipment and services.

Transparency and trust can help suppliers make the provider aware of challenges that might inhibit improvements. However, product-offering sub-suppliers report that they need transparency to be framed such that it protects their interests and IP. Furthermore, sub-suppliers want clear visibility of PBC demands so they can manage their innovation decisions accordingly. The VP of Case A's provider suggested that, as a big company, they have more resources, technology, and experience than their sub-suppliers; therefore, it is the provider's responsibility to share them with sub-suppliers to enable improvements in products and services. However, sub-suppliers also need to be willing and open to this.

We also found that difficulties in integrating sub-suppliers' and the provider's information systems, such as enterprise resource planning (ERP) systems, can reduce the quality of *information sharing* and increase lead times, which has a negative impact on improvement efforts. However, it is almost impossible to integrate IT along the entire SC (especially among large sub-suppliers). Therefore, it is more about what data the provider shares with sub-suppliers. Choosing not to share sensitive data (e.g., flying hours) can affect sub-suppliers' services and hinder any improvement decisions.

One issue that the provider reported in both cases is that some sub-suppliers (A1 and B1) also operate in the civilian market. In fact, their business in the civilian market exceeds that in the military market. This issue has impacted on pricing and, therefore, the business relationship. The provider's interviewees stressed that pricing an item sold to

the military at three times the price it is sold to the civilian market can affect the relationship and the provider's services.

4.2.4 Contract management strategies to integrate provider and sub-supplier operations Modifying the relationship structure can resolve agency problems. We found that when sub-supplier A3 was owned by the provider, the latter was in control and tried to increase their profits. While under the control of the provider, the sub-supplier was contracted to provide maintenance for hundreds of line items; however, in reality, they used to deliver only a few line items because they lacked capacity and capabilities. When A3 was sold, the provider remained tied to the contract (to maintain hundreds of line items). This influenced A3's mindset to improve their services so as to keep the contract alive.

In addition, since the end-user (customer) needs to have critical items made locally, sub-suppliers A2 and B1 require *funding and support* from the customer and the provider to be able to improve their service or spare parts quality by owning the IP. Sub-supplier A2 was unable to re-engineer and improve the quality of some products they make since they do not own the product-related IP. As A2's Programme Manager explained: "Exactly, the intellectual property rights. You can't violate the licence that's given to you by the OEM. So, you stick to this licence. You also don't have the authority to change it because, if you change it, it will affect the service because the licence will be suspended." Social interaction can promote teamworking and collaborative relationships, leading

to improved service and reliability. We observed that sub-suppler A4 was able to improve their service through CEO-level relationships with the provider's executives – A4's CEO is a former Executive of the provider. Therefore, these social relationships helped A4 find ways to improve their business and service. In contrast, the provider's informal two-year staff-rotation policy prevented A1, A2, and A3 from sustaining a good relationship with

the provider over a longer period. A *good business relationship* can also motivate subsuppliers to innovate. As A3's Programme Manager explained: "*The contract is strict, and the only way to innovate, if we can, is through a good relationship with the provider.*"

Sub-suppliers seek to secure more market share and future business. Therefore, assuring sub-suppliers of future business relationships motivates them to innovate and improve. *Collaboration and coordination* between sub-suppliers and the provider can reduce agency problems and improve service levels. For example, in Case A, the provider's Head of Contract Delivery stated: "*Lack of collaboration creates major problems, because we can't help them to identify where we can help to make improvements*." The collaborative relationship includes asking sub-suppliers to move closer to the weapon system. The provider reported that moving B1 to the base had helped them understand the issues when a product keeps failing. Moreover, collaboration will require maturity and trust from the customer, the provider, and the sub-suppliers. The provider reported that the success of collaboration does not rely on the contract type; rather, it depends on the maturity of the sub-suppliers.

Customer coordination is also important because, in services, the end user's input is significant; however, it needs to be done in such a way that it does not affect the service or hold the provider hostage. Customer engagement needs to be collaborative so that it can support the provider-sub-suppliers' contracts. Since the provider is both principal (upstream) and agent (downstream), they engage in dual actions, which may affect contract alignment. For departments that are customer-facing (contract delivery), their job is to please customers; however, sub-supplier-facing departments (i.e., procurement department) appear to prioritise cost savings. Such misalignment affects the business relationship since sub-suppliers are treated differently to customers, which in turn influences sub-suppliers' improvement decisions. Additionally, the provider needs to

train their sub-suppliers frequently in order to optimise the services they deliver and foster teamwork.

5. Discussion

Prior research has highlighted a range of factors, pertaining both to the customer and the provider side, that influence the choice of contract type (Roels et al., 2010). For example, Glas and Essig (2013) proposed a framework for military contracts, arguing that supplier risk in particular influences customer decisions on contract types such as PBC. Furthermore, Ng et al. (2013) argued that firms implementing successful outcome-based contracts can enhance their organisational capabilities. All of the aforementioned studies focused on how customers choose contracts with their direct suppliers (i.e., providers). In contrast, we know little about how providers can design contracts with their first-tier suppliers when the downstream customer adopts a PBC with the provider. The limited body of prior research that has examined the upstream supply chain (Datta and Roy, 2013; Kleemann and Essig, 2013; Selviaridis and Norrman, 2014) has focused on how PBC influences sub-supplier relationship management.

Using an agency theory lens, the cross-case analysis identified four distinct strategies for designing and managing contracts with sub-suppliers. Figure 2 synthesises these findings in the form of a research model and a set of propositions, which are discussed in the following paragraphs. The implementation of these strategies varies depending on the sub-supplier's offering (product vs. service).

[Insert Figure 2]

Regarding contract design strategies, our study adds to the limited literature linking PBC to innovation outcomes (e.g., Sumo et al., 2016a; Sumo et al., 2016c) and the design of associated KPIs in PBCs (Akkermans et al., 2019). This literature has largely focused

on dyadic customer-supplier relationships, whereas our study extends this to include the upstream SC. We have shown that having fewer contractual stipulations (e.g., KPIs) can reduce information asymmetry, thereby influencing the design of sub-supplier contracts and ultimately enhancing sub-supplier innovation. The findings have demonstrated the substantial influence of KPIs on incremental innovation in the SC for the benefit of the end customer. However, we have also observed that the number of KPIs in the PBC has differing impacts on sub-suppliers' contracts and their motivation to innovate. In Case A. the customer identified numerous KPIs in the PBC contract, including jet availability, engine availability, flying hours, and turnaround time, with penalties applied only if these KPIs were not achieved. The provider leaned towards protecting themselves by passing these numerous KPIs (with a penalties-only mechanism) to their first-tier suppliers. The use of multiple KPIs in the sub-supplier contract shifted the sub-suppliers' focus towards meeting these specific metrics rather than driving innovation in their service. In contrast, Case B featured a single KPI in the PBC contract, offering the provider flexibility and freedom to determine how best to achieve the required performance. This flexibility allowed the provider to align their back-to-back payment mechanisms (pain-and-gain) with their first-tier supplier contracts, ultimately aligning these contracts with the PBC in terms of delivering improved products and services. Therefore, we propose:

Proposition 1: In the context of a PBC between a customer and provider, designing subsupplier contracts to reduce information asymmetry by incorporating focused KPIs is more likely to enable sub-suppliers to incrementally innovate and improve their products and services.

The findings are consistent with the PBC literature highlighting that penalties can harm the customer-supplier relationship (Selviaridis and van der Valk, 2019), while time-based

incentives can motivate suppliers to be more innovative (Gardner et al., 2015; Howard et al., 2016; Randall et al., 2011; Randall et al., 2010). However, the orientation of subsuppliers, particularly the distinction between a product and service offering, has been relatively overlooked in the PBC literature. We thus extend prior PBC research by showing that the offering of sub-suppliers matters when it comes to providers choosing effective contracting strategies to achieve innovation outcomes.

Our findings have demonstrated that product-offering sub-suppliers (A1 and B1) with contracts designed based on outcomes exhibit greater alignment with the PBC contract and are more motivated to innovate. This is because the inherent goal incongruence between the two parties (i.e., the provider profits from low spare parts consumption whereas the sub-supplier profits from higher spare parts consumption) is reduced by using an outcome-based contract. Sub-suppliers become motivated to reduce spare parts consumption and therefore seek to innovate in ways that improves their product quality. Consequently, a PBC emerges as the most suitable contract type, motivating these sub-suppliers to innovate and enhance their products. Additionally, we found that designing service contracts solely based on turnaround times is not a sufficient incentive to drive incremental innovation by sub-suppliers. For example, A4 and B2 operated under turnaround time-based contracts without the inclusion of financial incentives. This led sub-suppliers to prioritise meeting turnaround time metrics over finding innovative ways of enhancing maintenance capacity. Therefore, we propose:

Proposition 2a: Designing contracts with product-offering sub-suppliers based on performance is more likely to reduce goal incongruence and align the sub-suppliers' incentives with those of the provider, leading to incremental innovation.

Proposition 2b: Designing contracts with service-offering sub-suppliers based on turnaround time is less likely to reduce goal incongruence and align the sub-suppliers' incentives with those of the provider, resulting in incremental innovation.

Regarding contract management strategies, our study adds to prior PBC literature focusing on relational governance mechanisms such as collaboration (e.g., Kleemann and Essig, 2013) by showing that providers mobilise "integration"-type contracting strategies to reinforce collaboration with their first-tier suppliers. The findings suggest that the alignment of goals and incentives for incremental innovation does not necessarily require the alignment of contract types along the SC. Rather, provider initiatives to integrate more closely with sub-suppliers through funding and support provision can compensate for the lack of contract-type alignment or financial incentives to achieve incremental innovation. For example, A2 and A4 were both contracted based on a T&M contract, regardless of required performance outcomes. This contract type can be challenging for sub-suppliers, as they may not be motivated to innovate and improve their products or services if they are not rewarded for doing so. However, we observed that both sub-suppliers did in fact innovate and improve their products (A2) and services (A4). Sub-supplier A2 was able to do this by obtaining funding and support from the provider, which enabled A2 to own the IP for some of their critical components and therefore have greater control over their design and development. Sub-supplier A2 was also able to use such funding to reengineer some of their critical components, which improved their performance and reliability. Sub-supplier A4 was also able to improve their service by developing a good relationship with the provider. This allowed A4 to receive and act upon feedback on their work. As a result, A4 was able to improve their forecasting models, which made them more accurate and reliable. These findings have shown that it is possible for sub-suppliers to innovate and improve their products and services even when their (behaviour-based) contracts are not aligned with the downstream PBC (outcome-based). We thus propose:

Proposition 3: Managing sub-supplier contracts to pursue inter-firm integration by providing funding and support to sub-suppliers increases the likelihood of aligning incentives along the supply chain to achieve incremental innovation.

The product *vs.* service offering orientation of sub-suppliers also has implications for the management of sub-supplier contracts. As shown in Table III, certain provider substrategies for managing contracts with first-tier suppliers, namely localisation and the control of a supply chain spanning multiple countries and firms ("SC control"), are more important for product-offering sub-suppliers compared to service-offering sub-suppliers. Product-offering sub-suppliers often prioritise localisation, as being closer to the provider reduces lead times for manufacturing or repairing spare parts, ultimately facilitating incremental innovation and the improvement of the product offering. Product-offering sub-suppliers also put greater emphasis on control to ensure the quality and resilience of their SC. Funding and support become critical for product-offering sub-suppliers, more so than for service-offering sub-suppliers, because they may need to invest in reengineering their equipment or providing staff training. We thus propose:

Proposition 4: Managing product-offering sub-supplier contracts to reduce outcome uncertainty through supply chain localisation and control increases the likelihood of incremental innovation and product reliability improvements.

Overall, our empirical study in the defence context contributes to prior research on incentive alignment in supply chains (e.g. Selviaridis and Spring, 2018; Norrman and Näslund, 2019; Narayanan and Raman, 2004) by showing how incentive alignment across

the supply chain, through the four contracting strategies we identified, promotes incremental innovation – a hitherto overlooked performance aspect in the literature on supply chain alignment. The study also contributes to PBC research by expanding upon conceptual PBC studies that examined incentive alignment upstream in the SC (e.g., Li and Mishra, (2021); Datta and Roy, (2013). We have empirically demonstrated the strategies that providers use to design sub-supplier contracts and foster incremental innovation. We have found that, in addition to sharing the cost of investments with sub-suppliers, providers strive to reduce goal incongruence and information asymmetry. Our findings have also shown that the provider designs appealing sub-supplier contracts by not only including pain-and-gain sharing incentives but also by promoting collaboration. This extends PBC research by providing new insights into how to financially incentivise the supply base of the provider (Caldwell and Howard, 2014).

6. Conclusions

6.1 Managerial implications

Understanding sub-suppliers' perspectives on effective incentive alignment will help managers of providers and customers to foster innovation in the SC through contract design and management. Regarding contract design, involving sub-suppliers during the PBC agreement drafting stage is important to helping them understand PBC requirements and determine upfront investment. It is also important to be aware that fewer stipulations in statements of work would enable sub-suppliers to innovate and provide flexibility to align KPIs and incentives between the PBC and sub-supplier contracts. Furthermore, product-offering sub-suppliers are more likely to innovate when they are contracted based on performance (e.g., availability contracts).

Regarding contract management, when providers' managers are mandated to use local sub-suppliers, they need to invest in developing sub-supplier capabilities. Sub-supplier capability development (e.g., by providing funding to buy critical component IP rights, train sub-supplier staff, and ensure compliance with quality standards) would help sub-suppliers improve and secure future business. Transparency and trust are also essential for identifying SC vulnerabilities and building resilient SCs. Closer integration between the provider and sub-supplier can also help motivate the latter to improve their services and make them more accountable. Such integration can positively affect PBC outcomes, thus demonstrating the importance of effective collaboration and coordination.

6.2 Limitations and Future Research

The generalisability of the findings may be limited due to several unique characteristics of the defence setting that serve as "boundary conditions" (Busse et al., 2017). These include local supply requirements, public procurement processes, and the limited number of suppliers in the defence industry (Kress, 2015; Listou, 2013; Smith, 2018; Yoho et al., 2013; Howard et al., 2016; Caldwell and Howard, 2014). Therefore, future research could study industries where these conditions might not be prevalent, such as in the automobile industry, examining the application of the four contracting strategies to build a more nuanced understanding of how incentive alignment along the SC promotes innovation outcomes. In addition, our findings regarding sub-supplier contract design and management are only partly transferable to settings where the provider and customer are tied by a contract type other than PBC. This is because a PBC between the provider and customer is a key source of incentive misalignment along the SC, given that sub-suppliers typically benefit from product failures as they are paid based on their maintenance and repair activity levels. In the case of a behaviour-based contract between the provider and customer, however, such misalignment and goal conflict upstream in the SC tends to

diminish. Having said that, certain elements of the observed contract management strategies, such as providing funding and support to sub-suppliers and fostering collaboration along the supply chain, would be applicable to non-PBC settings.

Our study did not explicitly consider the role of relational governance mechanisms (e.g., trust and relational norms of conduct), or how these might interact with sub-supplier contract design and management strategies. Future research should examine such interactions between contractual and relational governance in the context of incentive alignment in the supply chain (Roehrich et al., 2020). In Case B, we did not interview representatives of the defence customer; we compensated for this limitation by complementing interviewee accounts with documents, such as contracts and publicly available data. Despite these limitations, our study offers novel insights regarding subsupplier contract design and management for innovation purposes. Future research could test and refine our propositions using, for example, large-scale quantitative studies.

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Table I. Details of the interviews from cases A and B

No.	Case	Organisation	Title	Duration of Interview
1		Commercial	Deputy Project Manager	Note-taking / ~80 minutes
2		Commercial customer	Head of Contracts Department	Note-taking / ~60 minutes
3		Operational customer	Senior officer	Note-taking / ~60 minutes
4		Provider	Case A Vice President	Recorded Interview / 66 minutes
5		Provider	Case A Procurement Director	Recorded Interview /75 minutes
6		Provider	Case A Head of Contract Delivery	Recorded Interview / 53 minutes
7	A	Provider	Case A Head of Business Management	Recorded Interview / 64 minutes
8		Provider	Case A Contract Delivery Manager/ Sub-supplier A3	Recorded Interview / 56 minutes
9		Provider	Case A Sub-supplier A3 Coordinator	Note taking / ~60 minutes
10		Sub-supplier A1	Programme Executive	Recorded Interview / 72 minutes
11		Sub-supplier A2	Programme Manager	Recorded Interview / 63 minutes
12		Sub-supplier A3	Director of Engineering	Note-taking / ~60 minutes
13		Sub-supplier A3	Programme Manager	Note-taking / ~60 minutes Recorded Interview / 61
14		Sub-supplier A4	CEO	minutes
15		Provider	Provider's Head of Business Management	Recorded Interview / 99 minutes
16		Provider	Case B Head of Manage Business	Recorded Interview / 133 minutes
17		Provider	Case B Head of Supply Chain	Recorded Interview / 90 minutes
18	В	Provider	Case B Executive Manager	Recorded Interview / 81 minutes
19		Provider	Case B Procurement Executive	Recorded Interview / 118 minutes
20		Sub-supplier B1	Service Solutions Manager	Recorded Interview / 43 minutes
21		Sub-supplier B2	Senior Manager	Note-taking / ~60 minutes

 Table II Contract design and contract management codes and categories

	Contract Design Codes and Categor	U	
Data Source	1st Order Concept	2 nd Order Theme	Aggregate Dimension (informed by agency theory)
(Interviews, observation, secondary data)	Per use for mature products would align the interest of the customer, Prime and sub-suppliers.		
(Interviews, observation, secondary data)	Pain and gain would incentivise sub-suppliers to improve their products and services.		
(Interviews)	Cost plus opens the book, which affects confidentiality.	Payment mechanism	
(Interviews, secondary data)	Turnaround time contract with the service-offering sub-supplier to align both parties' goals but not perfect.		
(Interviews, observation, secondary data)	PBL contract with the sub-supplier contract is not always necessary to improve the service or product		
(Interviews)	Achievable bonuses would incentivise sub-suppliers to be innovative.	Financial incentive	Reduce goal incongruence
(Interviews, observation, secondary data)	Penalties only affect innovation decisions		
(Interviews, observation)	Short-term contracts are better for new products. They allow the prime contractor to understand the weapon systems without financial risk.		
(Interviews, observation)	Long-term contracts are better for mature products. They incentivise the prime contractor to invest.	Time-based incentive	
(Interviews, observation)	Contract duration needs to be aligned with the product life cycle.	201	
(Interviews, observation, secondary data)	The longer the contract under a pain-and-gain mechanism, the more money can be recycled into the weapon system.	.40	
(Interviews, observation, secondary data)	The partnership and sub-supplier contracts need to be partnered too early so that the sub-suppliers can have full visibility.		
(Interviews, observation, secondary data)	Engage sub-suppliers in the early phases of PBL drafting to help them understand customer requirements and pre-plan.	Improve visibility	
(Interviews, observation)	Setting the mindset of the provider for a win-win approach is important to improve transparency and reduce information asymmetry.	74	Reduce information asymmetry
(Interviews)	The categorisation is helpful in identifying sub-suppliers who are able to improve their services and sub-suppliers who require closer scrutiny.	Pick the right sub-suppliers	10h
(Interviews, observation)	Contracting high reputed sub-suppliers will help improving the service and products.		1//_

	,	.	.		
(Interviews, observation, secondary	Prime learns from prior experience would help avoid poor sub-				
data)	suppliers which will affect innovation.				
(Interviews, observation)	Misalignment between PBL KPIs and sub-suppliers' KPIs would				
(interviews, observation)	affect service improvements.				
(Interviews, observation)	imposing KPIs on local companies could cause service	Proper SOW			
	deterioration	- Troper so			
(Interviews, observation)	Fewer stipulations can help sub-suppliers innovate.				
(Interviews, observation, secondary	SOW needs to be very clear and to reduce ambiguity as much as				
data)	possible.				
	Contract Management Codes and Cate	egories			
Data Source	1st Order Concept	2 nd Order Theme	Aggregate Dimension (informed by agency theory)		
(Interviews, observation)	Maintaining high-failure items locally will help to reduce the repair cycle lead time.	Control the consideration			
(Interviews, observation, secondary	Having control over the supply-chain network is important to	Control the supply chain			
data)	improve the repair cycle.				
	Being aware of surrounding challenges (e.g. politics,		Reduce outcome uncertainty		
(Interviews, observation)	technological developments) will help sub-suppliers keep				
	improving.	Imamovo vigibility			
(Interviews, observation)	Increased transparency will help to reduce information	Improve visibility			
, ,	asymmetry and improve knowledge-sharing.				
(Interviews, observation)	Integrated IS will improve knowledge- and information-sharing.				
(Interviews, observation)	Changing the relationship structure will help to improve the	6			
(interviews, observation)	integration of the Prime and sub-suppliers.	Funding & Support			
(Interviews, observation)	Funding sub-suppliers to grow and invest is vital to improving	Tunding & Support			
(interviews, observation)	their services and product quality.	7 ()			
(Interviews, observation)	Social interaction can help teamwork and relationships and lead				
(interviews, observation)	to improved service and reliability.	Having strong social interaction will			
(Interviews, observation)	Sustaining a good relationship with the Prime over a longer	help to promote a healthy			
(militario), coper ration)	period would affect the service.	environment	Integrate the Prime's and sub-		
(Interviews, observation)	Assuring sub-suppliers of future business relationships will		suppliers' operations		
	motivate them to improve.	4/	* X •		
(Interviews, observation)	Collaboration can help to identify challenges.				
(Interviews, observation)	End-user coordination is just as important as back-end actors.	Coordination and collaboration			
(Interviews, observation)	Prime engaging in dual actions affects the relationship.	between the Prime and sub-suppliers			
(Interviews, observation)	Ensuring a good working environment can incentivise sub-	are vital to share knowledge and			
	supplier staff to be innovative.	improving the service			
(Interviews, observation)	Training sub-suppliers would improve teamworking.				

Table III. Sub-supplier contract design and management strategies

		Contract	Design	i Biraicz				g .	ec · 1	1.
C1 1 •		·		DDI /D		t-offering sub-su		Service-offering sub-suppliers		
Strategies Sub-	Sub-strategies		PBL/A	'A PBL/B	Provider- Sub A1	Provider- Sub A2	Provider- Sub B1	Provider- Sub A3	Provider- Sub A4*	Provider- Sub B2*
	Payment mechanism	Pay-per-use – fixed price – cost plus – pain-and- gain effect on improvement	X	X	X	X	X	X	X	X
Reduce goal incongruence	Financial incentive	Bonuses' and/or penalties' effect on improvement		X	X	X	X	X	X	X
	<u>Time-based incentive</u>	Contract length affects investment decisions, which will lead to improvement	X	X	X	X	X	X	X	X
Reduce information asymmetry	Improve visibility (Draft phase)	Engage sub-suppliers in early phases of PBL drafting to help them understand customer requirements and pre-plan		X	X				X	
	<u>Reduce adverse</u> <u>selection</u>	Picking the right sub-suppliers will help to improve outcomes	X	X	X	X	X			
	Statement of Work (SOW)	Having a proper SOW will reduce information asymmetry	X	X	X	X	X	X	X	X
		Contract M	lanagen	ent Stro	ategies					
Strategies	Sub-strategies	Key construct	PBL/	PBL /B		et-offering sub-su Provide-Sub A2	ppliers Provide-Sub B1	Service Provide-Sub A3	e-offering sub-su Provide-Sub A4	ppliers Provide- Sub B2
	Localisation	Maintain high-failing products locally to reduce lead- times		X	X	X	B1	AS	A4	BZ
	Control the supply chain	Having control over the supply chain network is important to improve the repair cycle	X	X	X					
Reduce outcome and d	Awareness of contract delivery challenges	Being aware of surrounding challenges (e.g. politics, technological developments) will help sub-suppliers keep improving	X	X						
	Increase transparency	Increased transparency will help to reduce information asymmetry and improve knowledge-sharing	X	X	X	X	X	X	X	X
	Share the right data	It is important that all actors share the same logic and are using the same measures.	X	X						
	Scope and structure	Changing the company structure will help to improve integration of the Provider and sub-suppliers						X		
	Funding and support	Funding sub-suppliers to grow and invest is vital to improve their services	X	X	X	X	X			
Integration	Social interaction	Having strong social interactions will help to promote a healthy environment	X	X	X	X	X	X	X	X
	Coordination and collaboration	Coordination and collaboration between the Provider and sub-suppliers is vital to sharing knowledge and improving the service	X	X	X	X	X	X	X	X

X: Indicates the sub-strategies were observed in the contracts under study (whereas a shadowed box indicates the sub-strategy was not observed)

^{*:} Indicates the contract is between the provider and the provider's subsidiary.

Figure 1: Illustration of cases A and B

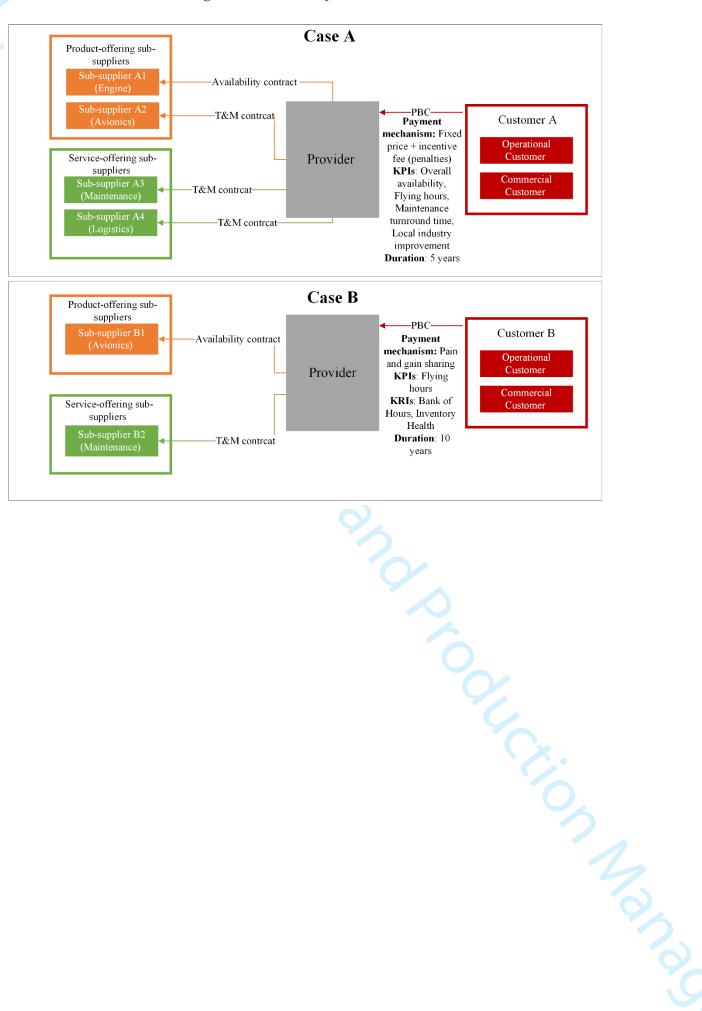


Figure 2: Research model - designing and managing sub-supplier contracts to foster incremental innovation in PBC

