

‘Clandestine Relationships’

- *What happens when there are restrictions on the choice of partners?*

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Abstract

The aim of this paper is to initiate a study regarding the existence of relationships in contexts where relationships can be considered unwanted, or perhaps even illegal. Using IMP literature as theoretical underpinnings, the relationship concept (and its advantages and disadvantages) is presented. Furthermore, a number of contexts where relationships are traditionally seen as non-existent are presented. The results indicate that relationships do emerge even in these contexts, and that different types of relationships exist in different contexts, rather than a certain context fostering a certain kind of relationship.

Key words: Clandestine relationships, market transaction, business relationships, tendering procedures, public procurement

Introduction

As a somewhat taken-for-granted concept within many IMP studies, there are still many aspects of relationships that deserve further investigation. Are there any ‘classical’ markets, where the only exchange is money for goods and services and there are no relationships between buyer and seller, or is it true that all companies have relationships (Blois, 1995)? And what happens in a context where maintaining a relationship is something that is ‘done secretly and privately, and often against the law’ (cf. ‘clandestine’ in *Longman Dictionary of Contemporary English*)?

The purpose of this paper is to *initiate* a study concerning situations where relationships are said not to exist, or where they are unwanted for some reason. One situation where this has been described is within the construction industry; another one arises between firms, on the one hand, and public spending of some sort on the other. These two situations will therefore be addressed in the paper.

Based on previous studies and publications within the IMP area, the questions we will address are the following:

- Do companies have relationships in spite of the restrictions put up in certain contexts?
 - If so, why so?
- Do these relationships appear to have special characteristics?
- What are the (theoretical) implications of this?

Relationships in (IMP) Theory

It has been stated that, ‘unless a counter-intuitive definition of a “relationship” is used, it is impossible for firms not to have relationships – indeed that a firm does not have the choice as to whether or not it has relationships’ (Blois, 1998/2002:95). On the other hand, there are situations where relationships are even considered to be a problem, something that distorts competition. Are there, opposite to what Blois claims, situations where firms do not have relationships, or does it solely depend on how we define the concept?

Like many other concepts within the IMP perspective, the relationship concept can be defined based on *what it is not*. In this specific case, what the relationship *is not* is a market transaction (that takes place in the market described in economics¹). According to Snehota, ‘interaction among buyers and sellers in the market is restricted to carrying out exchange transactions and price signalling’

¹ A generic definition that can be found in any basic textbook in economics is that the market is any arrangement that facilitates (or coordinates) the buying and selling of goods, services, or other items that can be bought and sold.

(2004:179). The European Commission define *market* as ‘the business or trade in a particular product or service’, and gives the following explanation to how *competition* is achieved on a market; ‘independent companies selling similar products or services compete with each other on for example, price, quality and service to attract customers’. (European Commission’s website) As already mentioned, the ‘relationship’ concept contains different aspects depending on how it is defined. Håkansson and Snehota touch upon something very relevant when they ask themselves: ‘What makes dealings between two companies in a market become a relationship?’ (1995:25). We thus have to ask ourselves whether there is way to define market transactions from relationships, and whether this is desirable in the first place.

One definition of a relationship is that it is ‘mutually oriented interaction between two reciprocally committed parties’ (Håkansson & Snehota, 1995:25). The problem with this definition, however, is to decide when a relationship actually becomes a relationship. If we look at different models of relationship development (see e.g. Ford, 1980; Dwyer, Schurr & Oh, 1987), for example commitment is not necessarily present in the initial stage/s. Håkansson and Snehota further state, however, that rather than having a given value, a relationship is a variable, and this in turn entails the need to analyse the content of the relationship further, as well as the effects of this content (1995:26). Therefore, instead of deciding beforehand what is a relationship and what is not, studying the interaction between two parties may help in deciding on this very issue.

Definitions may vary, but it is generally agreed upon in IMP literature that business relationships play a significant role in most firms’ business performance. According to Håkansson and Snehota, the performance of a company can even be seen as a function of its relationships, and many of the indicators measuring performance are affected by other actors:

‘The picture we get contrasts with the traditional one of a company facing “a market” which consists of numerous and indistinct customers and suppliers’ (1995:11). According to these authors, relationships appear to be an effective solution adopted by the companies as a result of trial and error in handling market exchange. To be more specific; technological development, knowledge generation, and cost reductions through adaptation and coordination seem to be three often mentioned areas in which relationships serve a purpose for firms. (Lundgren, 1995; Håkansson & Snehota, 1995; Dubois, 1994) It has been acknowledged by policy makers that relationships have positive effects, so that, for example, even agreements that restrict competition may be legal if they impact positively on production or distribution, or support technological or economical development. In general it is stated that ‘Agreements which have more positive than negative effects are allowed’ (European Commission’s website).

Relationships do not only have positive effects, however. Despite focussing on the positive aspects of close relationships (in this case named *embedded ties*), Uzzi also mentions the drawbacks of being too close (1997). Conditions that can turn embedded ties, or close relationships, into a liability include a) the situation when a closely connected actor suddenly disappears, b) the problem of not noticing changes in market demands and market opportunities (or *overembeddedness*), and c) changes in the context (or market structure) (Uzzi, 1997:57-60). Håkansson and Snehota also claim, that while it is true that relationships may entail a number of positive aspects, there is also a great potential for negative, or restricting, aspects (1998). The authors give five examples of such disadvantages, or ‘burdens’:

- **Unruliness**, or *the loss of control*, which refers to the need for giving up some of the control over the firm’s own resources and activities in favour of joint activities.
- **Undeterminedness**, or *the uncertain bet*, which involves the fact that a relationship is constantly changing, and also (to a certain extent) affected by its history.
- **Energy**, or *the demand for resources*, implies that it is always resource demanding to develop a relationship, and it is not always the case that these investments pay off.
- **Exclusiveness**, or *the preclusion of others*, means that investing in some relationships will exclude others, either because of (lack of) resources, or because incompatibility between the different counterparts, and
- **Stickiness**, or *unexpected demands*, refers to the risk of demands brought on by the fact that relationships are linked with other relationships, and that these linked relationships may result in (unexpected) obligations (Håkansson & Snehota, 1998).

Many of these problems, or burdens, with relationships share a common ground, however, in that relationships require investments (in the way of time, attention and other resources), and that these investments by necessity exclude other investments. Therefore, although relationships may sometimes be necessary, they may not always be desirable.

According to the literature that has been reviewed, firms seem to have relationships, but these relationships also seem to come in many different variations. According to Blois, it should be realised

‘that relationships cost time and effort to establish; relationships need managing; and, that the type of relationship which is appropriate should be determined in the light of the supplier’s understanding of its customer’s evaluation of the potential benefits of the available forms of relationship. The risk of viewing relationships as if they must involve commitment and an almost blanket trust is to ignore the rich diversity of relationships which not only exist but are appropriate in different contexts.’ (Blois, 1998/2002:105)

According to this view of relationships, all firms have them. But at the same time, there are areas where relationships are unwanted, and sometimes even illegal. In the next part of the paper, we will introduce some areas where the relationship concept has a (perhaps) slightly different meaning.

Situations without ‘Relationships’?

In several IMP studies the construction industry has been addressed, and one of the characteristics of the industry is the use of competitive tendering. The construction industry is not the only place where this practice is common, however, something that any company involved in government-funded projects is (painfully) aware of. The same goes for EU-funded projects, as well as projects within international research organisations in Europe. This part of the paper will introduce two quite different situations that are handled in a similar way. The first case deals with the construction industry and its competitive tendering procedures. The second case presents public tendering within the European Union in general, and specifically the purchasing procedures within European research organisations.

The Construction Industry

A construction company that would like to improve overall efficiency and effectiveness would be most likely to succeed if it focused on the key function of purchasing and material supply since it, according to Laage-Hellman and Gadde (1997:23), has a crucial impact. There are aspects complicating the task, however. According to Bengtson, ‘a peculiarity with the construction industry in Sweden as well as in other countries is the fact that the production activities are organized as more or less separate projects related to different building objects. Most descriptions of the activities are also made from the viewpoint of the individual project’ (2003:17). This is so, despite the fact that the actual uniqueness of each project is rather low. A British investigation shows, for example, that around 80 percent of everything included in the production process is the same from one project to another (Egan, 1998).

Also the buying behaviour of the construction industry differs greatly from the patterns found in other industries. Rather than a focus on total costs or quality aspects, the sector focuses on price after discount (Lutz & Gabrielsson, 2002: 26). The construction industry works with a system of tenders and bids for each (part of) a project (Bengtson, 2003:18), a system that results in low incentives for the parties involved to cooperate on a more long-term basis (Dubois & Gadde, 2002). In addition to a lack of incentive to cooperate on a more long-term basis, the competitive tendering results in a

tendency to standardise the use of materials and the actual construction process (Bengtson, 2003:18). According to Kadefors, the tendering system 'is a driving force towards institutionalization because it requires the tenderers to predict the costs of a specified task, which is considerably facilitated if the tasks are standardized so that the tenderers can make use of previous experience and standard price lists' (1995:402).

When it comes to technological developments the construction industry is often claimed to lag behind other industries (Groenewegen et al., 1998; Holmen, Pedersen & Torvatn, 2002; Holmen, van der Veen & Doréen, 2001). There are several explanations posted to this problem, including aspects related to the nature of the product (e.g. its long life span) and various organizational aspects. Among the organizational aspects that have been discussed are the effects of the tendering system on the type of relationships that can be found between companies in the sector. According to Dubois and Gadde (2002), all relationships that last beyond the project time-period are handled at arms-length, whereas relationship learning would require continuous interaction.

Based on this short presentation of the construction industry, it can be concluded that the supplier-buyer relationships can be characterised as arm's-length ties (Uzzi, 1997). In the case of the construction industry, however, this seems to be a matter of choice rather than of rules and regulations, as long as the construction project in question does not involve public spending. In the next part of the paper, we will go more into detail about what happens when governments, public entities and public spending is involved.

Public Procurement in Europe

Within the European Union, public procurement is regulated in both Community and international rules. In short, the rules state that open tendering procedures should be used when governments or public utilities are buying goods or services. The rules concerning public procurement also state that contracts above a certain amount of money should be made public in the whole EU, in order for all firms in the member states to be able to tender (EU-upplysningen). Different areas of public procurement are subject to different rules and regulations, but the areas can roughly be divided into two groups, following two directives (and some areas that are exempt from the rules, e.g. arms, munitions and war material, when considered a matter of security). The main directives are the Directive 'on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts', and the Directive 'coordinating the procurement procedures of entities operating in the water, energy, transport and postal services sectors' (European Commission, Public Procurement; EU-upplysningen).

Within the European Union, the total public procurement has been estimated to reach around 16% of the EU's GDP, but with rather big variations between the different Member States (European Commission, Public Procurement). The aim of the public procurement directives is to 'follow transparent open procedures ensuring fair conditions and competitions for suppliers' (ibid.).

In the tender notices a description of the good or service in question should be provided, and this description should be given in objective criteria, preferably also referring to technical standards or specifications. Some examples of criteria are: price, quality, esthetical and/or functional properties, production period, delivery period, and environmental effects (and/or properties) (EU-upplýsningin).

Naturally, the public procurement rules and regulations within the European Union also affect other areas than when governments are making purchases. One such area concerns the research within Europe, and, more specifically, the European research organisations.

European Research Organisations

When it comes to European research organisations, a number of (European) Member States contribute money for the upkeep. This entails an interest from the Member States that the money is (perceived to be) spent in a useful way – after all, it is tax money from the individual countries that is being spent. The research organisations therefore have a fairly strict system for awarding contracts to industry. In this paper, we will restrict the discussion on research organisations to two different examples; CERN² and ESA³. Both organisations are European research organisations, founded to further European research, and both are funded by its European Member States; in CERN's case 20 countries, and in ESA's case 18 countries. Both particle physics research and space research need large industrial installations, and these are mainly delivered by industry.

CERN was founded in 1954, and in the beginning there were no strict purchasing rules or purchasing procedures. Procurement was based on quality and price alone. During the over fifty years that the organisation has existed, however, the attitudes from the Member States have shifted, and it is now more difficult to receive funding for basic science. In an effort to justify the costs of particle physics research, restrictions were made on the purchasing procedures, and a complicated system for 'fair

² CERN is the European Organization for Nuclear Research. It is the world's largest particle physics laboratory, and it is situated outside Geneva. For more information, please visit <http://public.web.cern.ch/public/>.

³ The European Space Agency (ESA) is 'Europe's gateway to space', and 'its mission is to shape the development of Europe's space capability and ensure that investment in space continues to deliver benefits to the citizens of Europe and the world'. ESA's headquarters are located in Paris, but they have sites in a number of European countries. See also <http://www.esa.int/esaCP/index.html>.

return' was introduced, thus guaranteeing the Member States some 'return-on-taxpayers'-money'. It has even been stated that '*CERN would not be alive today were it not for the system of "fair return". I have spoken to delegates of some Member States, and they assure me that they would have voted against [an extended research programme]*' (interview, from Åberg, forthcoming). ESA has a similar programme, in that it 'operates on the basis of geographical return, i.e. it invests in each Member State, through industrial contracts for space programmes, an amount more or less equivalent to each country's contribution'(ESA's website⁴).

Public procurement, based on the idea of open competition and market transactions, is thus a way to justify the spending of tax money. There are two arguments for this; the first one is based on the idea that competition always results in the lowest price. This argument is visible within the public procurement policy within the EU. The second argument has to do with 'fair return' of the tax money, and this is used within the research organisations (in addition to the first argument of course). If the organisation can show that an equivalent to the country's contribution is 'repaid' in the form of industry contracts, then this is a viable argument for the politicians when it comes to funding of the organisation.

Public procurement and tendering procedures are thus justified based on free competition and 'fairness' arguments. On the other hand, this precludes long-term business relationships. It makes planning difficult, because it is not evident who is going to win the contract. For individuals within firms and organisations, this may not be the most desired situation. What happens then, when there are either industry norms (the construction industry) or rules and regulations working against business relationships? Do these still emerge? And if they do, in what way? In the following part of the paper, we will give some examples of these 'clandestine relationships'.

'Clandestine Relationships'?

In the previous part of the paper we discussed two different settings where market transactions are the norm. Looking more closely at these findings, however, there is a need to distinguish between sectors or organisations that have 'chosen' to work according to a more 'market-based model' and organisations that are forced by authorities to do so. The question if companies have relationships in spite of restrictions is only relevant in the latter, whereas the question if this mode of conduct is most efficient and effective is relevant in both.

⁴ http://www.esa.int/SPECIALS/About_ESA/SEMW16ARR1F_0.html

1) *'Unwanted' relationships in market structures: what can we learn from the construction industry?*

As previously described, the construction industry seems to follow another logic than most other industries. Its system of tenders and bids, combined with a decentralised purchasing function and a project focus makes it difficult to evaluate 1) the existence of relationships, and 2) the effect of these relationships. Earlier research has shown that the social bonds between construction companies and e.g. material suppliers are rather strong, based among other things on a strong community of practice (Dubois & Gadde, 2002:17). However, the continuity in exchange that signifies business relationships in other sectors is lacking. Hence, the structure reminds more of a system of loose couplings, than of a network of tight ongoing relationships.

In a study of an attempt of technological change in the Swedish construction industry, the effects caused by the lack of strong relationships on the change are illustrated at some length (Bengtson, 2003). It is, for example, shown how a catch-22 situation occurs based on difficulties to persuade material suppliers to invest in / adapt to the change before they are convinced of continuance of the new technology; something that is impossible without their commitment to the change. It is also illustrated how some system suppliers raise their prices due to a perceived higher risk in the maiden projects using the technology, rather than lowering their prices due to simplified procedures as was expected. The lack of relationship related aspects such as commitment, trust and knowledge seem thus to work against the attempts to change the technology.

2) *'Illegal' relationships in market structures: what can we learn from public spending/research organisations?*

In a previous study of interaction between CERN and industry, the purchasing procedures of CERN were studied at some length (Åberg, forthcoming). The formal purchasing procedures of CERN, like the ones of ESA, are based on two ideas; that free competition will reduce prices, and that a system of geographical return will increase the likelihood of continued funding. Therefore, the 'official' system is one based on the idea of a market-based structure (albeit with a geographical twist).

For people working with different projects at CERN, the purchasing system causes several problems. The first problem has to do with the lack of long-term interaction with the same people. A technician at CERN is not guaranteed that the current counterpart will get the next contract, and therefore there is reluctance in investing too much in a specific counterpart. On the other hand, it is quite often

necessary to make these investments in order get the product ‘right’, but these investments will have to be made over and over again. Another problem is that previous knowledge about counterparts is not taken into account. Experienced people at CERN quite often know what companies will be able to deliver (and what companies might not), but a tendering system cannot take this into account. From the single company-perspective, investing in adaptations for CERN is risky business, because there are no guarantees to get a contract once investments have been made. (Åberg, forthcoming) We could continue listing problems with the system, but instead we will focus on some of the effects of these problems.

The *first*, and most obvious, way of handling the purchasing procedures, is for a company to only deliver standard products, and to refuse to make adaptations. In this case, the result will therefore be the market-based transactions the system is set up for. The *second* way of handling the system is through so-called blanket contracts, which are contracts that stipulate an amount of money and a time-period, but not exactly what is going to be delivered. This type of contract can last for several years, which of course may result in quite close relationships. The *third* way of handling the system is by developing knowledge and contacts over time through getting several contracts. This way of working creates a form of relationship similar to relationships described in IMP literature, because the knowledge gained will make it easier for the single company to gain a new contract, thereby, in a way, circumventing the tendering system. Thus, without resorting to illegal measures, there are ways to create relationships in structures where relationships are, if not strictly illegal, then at least regarded as ‘unfair’.

Concluding Discussion

In the introduction to this paper, we asked ourselves whether there are situations where secret, or clandestine, relationships emerge. More specifically, we asked the question of whether companies have relationships in spite of restrictions on having these. What we have been able to see in this (very tentative) study, is that it seems like companies have relationships even when there are restrictions. There are many reasons for this, and we have only touched upon a few, but for instance technological development tends to demand a more long-term commitment.

The second question we asked ourselves was whether these clandestine relationships have any specific characteristics. As far as we can tell, there seem to be different types of relationships in all kinds of settings, rather than one specific setting fostering a certain kind of relationship. Reality is not as simple as either the market, or relationships and networks, being the most successful means of

coordinating. Both means of coordination tend to exist in parallel (this is by no means anything new, e.g. Uzzi showed this in the 1997 article). A normative problem for our colleges in the area of political science as well as for politicians is the questioning of the market model as such. Are the restrictions against relationships put on certain firms suitable? Is the risk of negative consequences based on e.g. unfair competition so large that it outweighs any positive effects of learning and innovation? Or is it so that the rule makers have a naïve view of the market? Håkansson & Snehota (1995:20f) argue, for example, that; ‘Business relationships in industrial markets can be seen as a result of “non-rational” behaviour of companies or as a result of inefficiency in the market. Yet, observing how companies act in business relationships, we do not think so – quite the contrary. They seem a sensible, economically efficient arrangement; a consequence of rational behaviour.’ A tendering procedure will lead to the lowest price up front, but perhaps at the cost of either quality or innovativeness, or even a higher total cost.

In this paper, we have not specifically addressed the problems with, or the ‘burdens’ of relationships, which is perhaps natural in this context. If the system says ‘no relationships’, then anything similar to it will of course only appear when it is beneficial. Looking at the reasons why these systems have emerged to start with, however, we can see differences between the two areas that we have used to exemplify our reasoning. The tendering procedure in the construction industry is probably a result of an industry structure with large construction companies dealing with many small suppliers on a geographically widespread market. It is not obvious in these situations that investments in tight relationships would pay off (cf. *energy, or the demand for resources*). Concerning the other area, a research organisation funded by several Member States needs to satisfy all its members, and the problem of *exclusiveness*, or the fact that *the choice of one precludes others*, is important to take into account.

The last question asked in the introduction concerned the theoretical implications of clandestine relationships. We have found a number of interesting themes to follow up. It seems as though there are several research gaps in our knowledge about these unwanted, or even illegal, relationships. One might ask if these relationships are less rewarding than ‘normal’ relationships. Could they be more like having a lover that you enjoy for a while, but hardly shed a tear over when it is over, rather than a life companion you have children with, and with whom every aspect of life becomes embedded? More research is needed on clandestine relationships. Do, for example, these relationships become less embedded, and therefore less valuable? And is it actually the embeddedness of ‘normal’ relationships that creates value? Or could one argue that it is the other way around – that the relationships that flourish in these settings are the most rewarding ones? Is it so, that clandestine

relationships are only created when they can add something significant? That these relationships are created when there is a clear need for them? The topic addressed in this paper does open up a whole set of new questions, and it is our belief that a further investigation into the subject would help in the pursuit of finding some answers.

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http://ec.europa.eu/competition/consumers/index_en.html

European Commission, Public Procurement:

<http://ec.europa.eu/cgi-bin/etal.pl>

EU-upplysningen :

<http://www.eu-upplysningen.se/Amnesomraden/Naringsliv-och-konkurrens/Konkurrens/Offentlig-upphandling/>

SIMAP – ‘The Gateway to Public Procurement’ (Information system for European public procurement)

http://simap.europa.eu/index_en.html