Dismantling Managerial Values: When Law's Ambiguity Meets Organizational Complexity

Alina Surubaru

DISMANTLING MANAGERIAL VALUES: WHEN LAW'S AMBIGUITY MEETS ORGANIZATIONAL COMPLEXITY

Alina Surubaru

ABSTRACT

Based on an in-depth case study in the French nuclear industry, this chapter describes what happens when law's ambiguity meets organizational complexity. While regulation studies suggest that organizations assign managerial values (such as efficiency or flexibility) to their compliance structures, this research focuses on the mixed role of purchasing managers in these processes. Constituting the missing link when explaining the legal regulation of economic activities, these intermediaries defend a financial conception of the firm against a more technical performance oriented solution. This financial conception did not emerge from nowhere, but resulted from the institutionalization of a particular meaning of business regulation within the nuclear industry. However, if values guide organizational behavior, the behavior of the actors can under no circumstances be reduced to these values. Conflicts, misunderstandings, and mistakes are a constitutive part of these process, too.

Keywords: Managerialization of law; organizational complexity; conflicts; intermediaries; contracts; subcontracting

A common outcome of regulation studies concerns the managerialization of the law: to comply with the law, researchers claim that organizations attribute managerial values (such as efficiency or flexibility) to their compliance structures

Legal Intermediation: A Processual Approach to Law and Economic Activity
Studies in Law, Politics, and Society, Volume 81, 129–150

ISSN: 1059-4337/doi:10.1108/S1059-433720190000081006

(Edelman, Riggs Fuller, & Mara-Drita, 2001; Gilad, 2014). In doing so, organizations do not simply act as "rational wealth maximizers" who look for the largest possible payoff at the least possible cost. In fact, organizations actively co-construct the law, as the state's legal system progressively assimilates the managerial meanings, values, and norms. From this perspective, organizations are considered to be "cultural rule-followers" who look to the law "for normative and cognitive guidance, as they seek their place in a socially constructed cultural reality" (Edelman & Suchman, 1997, p. 482). Legal intermediaries (whether inside or outside organizations) play a central role here, because they directly contribute to translating the law's meaning from one field to another (Abbott, Levi-Faur, & Snidal, 2017; Edelman, Abraham, & Erlanger, 1992; Talesh & Pélisse, 2019). As Pélisse reminds us in his contribution to this special issue, legal and non-legal professionals are both determinant in shaping the law-in-action. The law remains, however, constantly ambiguous and highly complex.

This theoretical framework helps us to understand the close relationship between law and organizations. Still, several questions about legal regulation are unanswered and call for more careful analytical attention. Among them, the question of the law's ambiguity is particularly salient. Edelman brilliantly shows how formal rules' characteristics create the structural conditions for the organizational mediation of law (Edelman, 1992). Drawing on the example of equal employment opportunities and affirmative action in the United States, she explains why the lack of a clear legal definition of "discrimination," as well as the law's emphasis on procedures had given organizations the opportunity to interpret what is at stake in different procedures.

Despite its interest, this account nevertheless misses one point: not all organizations react in the same way to the ambiguity of the law. Some of them adopt a rigid interpretation, others a more flexible one. Some organizations devote a great deal of energy to finding the "flaws" in the legal system, while others seek to explicitly influence the very maintenance of these "flaws." Some organizations mobilize subsequent resources for this purpose, while others do not. For this reason, the managerialization of the law is a much more blurred process than the current literature claims.

This chapter argues that the diversity of responses to the ambiguity of law is primarily related to organizational complexity. More specifically, organizational complexity constantly challenges the work of legal intermediaries, thus questioning the meaning of the values they convey through their practices. The organizational complexity refers to the existence of different "emergent, dynamic and self-organizing systems that interact" (Urry, 2005). In the case of firms, this general definition suggests the existence of a plurality of internal processes that interfere in ways that no particular actor can reasonably pretend to control. These processes concern human resources (pregnancy, illness, mobility, death, etc.) and also the productive and the commercial processes (delays, dysfunctions, etc.). Managers have the necessary resources to handle the variety of these situations, but their ability to act is not unlimited.

The new institutionalism admits this complexity, but generally ignores its effects on the legal intermediaries' capacity to "filter" the law (Edelman et al., 1992).

Thus, in their pioneering paper, Meyer and Rowan (1977) draw our attention to the structural inconsistencies that affect any organization that relies primarily on isomorphism with institutionalized rules:

> First, technical activities and demands for efficiency create conflicts and inconsistencies in an institutionalized organization's efforts to conform to the ceremonial rules of production. Second, because these ceremonial rules are transmitted by myths that may arise from different parts of the environment, the rules may conflict with one another. These inconsistencies make a concern for efficiency and tight coordination and control problematic. (Meyer & Rowan, 1977, p. 355)

These authors suggest several solutions to "solve the inconsistencies," but these solutions seem to be disconnected from economic life. The gap identified by sociologists between the formal organizational structure and the day-to-day working activities is never filled in. Whereas some professionals will always defend inside firms what Meyer and Rowan call "the ceremonial rules of production," others will systematically be more concerned with demands of technical efficiency. Because myths that nourish these ceremonial rules are heterogeneous and provide inconsistent incentives for action, internal conflicts are inevitable: first, between managers and employees, then among managers themselves.

By focusing on these internal conflicts, this chapter offers a more balanced account of the managerialization of the law. Inside organizations, managers are not necessarily a homogenous group that shares the same meaning of their company's performance. They may agree together on some common goals, but can change their opinion afterwards. They often make decisions that are better suited to their career plans than to their organizations, but they can be genuinely convinced that they are "doing so in the collective interest." Managers are also men and women with different professional skills and experience who do not always agree on technical issues, despite their common professional identity. Diplomas and status do not systematically produce shared meanings, even though they obviously facilitate internal cooperation.

Therefore, conflicts (more or less publicized) are frequent inside organizations (Crozier & Friedberg, 1977; Selznick, 2012; Stark, 2009). Whatever the causes of these conflicts might be (personal rivalry, search for legitimacy, divergent conceptions of corporate control, etc.), their consequences are the same: organizations do not behave rationally, despite their representatives' attempts to provide rational accounts of their behavior. Organizations are not individuals, but individuals dealing with other individuals in an institutionalized context. From a methodological viewpoint, this means that sociological research should pay more careful attention to misunderstandings, uncertainties, and frictions within economic organizations, because these processes are also constitutive to the mediation of law. This would then help dismantling the power of managerial values (like "efficiency") that previous research identified as key for the mediation of law. If business goals are constantly reinterpreted in context, their actual influence on actors' behavior is thus limited. More precisely, their influence depends on the conjunction of several processes that the existing literature does not shed sufficient light on.

Given this research question, the most appropriate method to capture what happens when legal ambiguity meets organizational complexity is the case study. By describing how a large industrial company manages a conflict with one of its subcontractors, this chapter reveals how French subcontracting law (law no. 75–1334 of December 31, 1975) is applied today.[1] Although this case study cannot be considered representative of all French subcontracting relationships, it nevertheless has the merit of highlighting the structuring effects of organizational misunderstandings (i.e., competing definitions of the situation) on the performance of a contract. Thus, beyond the particularities of this industrial company, the case study serves above all to better understand the law of subcontracting in action (Belley, 1998).

The starting point of this case study is a rather frequent, but quite disturbing industrial situation: a technical device (a "stubborn" crane bridge) is not repaired within the given deadlines. Several actors are concerned about this problem, but they do not agree upon the technical solution that might help them solve the problem. The key actor in this affair is the purchasing manager, because he is the one who decides what are the most efficient solutions for this problem. Unfortunately, his solutions turn out repeatedly to be a real organizational imbroglio and the crane bridge remains out of service for several years. The second part of the chapter explains why the purchasing manager's solution was problematic in this organizational context. By choosing to subcontract this activity to an inexperienced company (against the will of his company's engineers), the purchasing manager defended a financial conception of the firm against a more technical performance oriented solution (Fligstein, 1996). This financial conception did not emerge from nowhere, but resulted from the institutionalization of a particular meaning of business regulation within the nuclear industry. The third part of the chapter goes further into the analysis of these processes, by showing where the purchasing managers' organizational power comes from.

The purchasing managers are in fact the missing link when explaining the economic activity's legal regulation. Although they have no legal training, they are the main guardians of formal corporate commitments (Belley, 1998, pp. 42–44). They negotiate the terms of agreements with suppliers and define what is acceptable and what is not. To do so, they must apply business law, as well as all security rules. Their hierarchy often encourages them to avoid any personal interpretation of the laws and asks them to stick to the procedures defined in advance by the lawyers. In reality, their organizational autonomy is relatively important and their role as legal intermediaries is much more decisive than it seems.

THE "STUBBORN CRANE BRIDGE" AND THE RELUCTANT MAINTENANCE TEAM

A crane bridge (or an overhead crane) is an industrial installation that serves to move very heavy things quickly from one place to another. It consists of parallel runways with a traveling bridge spanning the gap. The crane's lifting

component, known as the "hoist," travels along the bridge. Unlike mobile or construction cranes, overhead cranes are generally used for industrial applications where efficiency or minimal downtime are critical factors.

Verne Company[2] has a long experience of using this type of industrial installation. Verne is a European group (with a major part of its capital being held by the French State) that designs, produces, supports and dismantles very complex defense equipment, including nuclear weapons. Leader in this domain, the group is present in 18 countries such as Brazil, Canada, Ireland, Saudi Arabia, India, Malaysia, Singapore or Australia. In France, the Verne Company possesses 10 industrial facilities, spread all over the country, and employs more than 11,000 people.

The "stubborn" crane bridge that interests us is located in one of the biggest Verne Company industrial facilities, in the small city of Dearest (France). This industrial facility is strategic for the business development of the company, because all innovative equipment is produced in this city. However, the crane bridge is used by a peripheral division of Verne, in charge of the dismantling of the decommissioned equipment. This activity is highly sensitive because of the nuclear risks, but it does not represent an investment priority for the top management. Indeed, the dismantling of the decommissioned equipment is not considered to be profit-oriented as compared with the production of new defense equipment.[3]

From a legal point of view, the old nuclear equipment together with the industrial installation (including the crane bridge) that serves for the dismantling activity is the French State's property. Every three or four years, the State organizes a competitive tender for the dismantling project, but Verne Company never had any competitor because it is the original manufacturer of the nuclear equipment. In spite of this monopolistic situation, Verne's top management fears that the company could eventually lose this market, if they do not achieve the contractual objectives:

> Once you know that there is a call for tender, you are not sure to win. The State can always split the contract in two parts: the dismantling yard, on the one hand, and on the other hand, the maintenance activities. Regularly, they threat us to give the dismantling yard to somebody else, especially when they are not happy with our work. (interview, Manager, July 2013)

This is why the management of Verne's Dismantling Division values above all the ability of its teams to achieve financial performance, without jeopardizing nuclear safety. They define here the "economic performance" as the ability to "keep to the budget and the contractual deadlines" (interview, manager, October 2013). The "budget" is negotiated with the State's representatives when the contract is signed. The profit margin for this type of contracts is not every high (around 5%) and Verne Company's top management does not really expect to "earn" money with the dismantling yard. On the contrary, they simply try not to "lose money," by anticipating very carefully the schedule of their operations. This means that the main incentive for the maintenance personnel is to keep to the deadline. If they keep to the deadline, they manage to keep to the budget, too. Sometimes, unexpected activities (discovering asbestos inside the defense equipment,

etc.) may delay the operations and generate additional costs. In this case, the State generally accepts to pay for it, but only if the public experts are convinced that the company could not really have anticipated the problem.

The "stubborn" crane bridge was both a technical and an organizational problem. Initially, the crane should only have been maintained for two months (October to December 2009), but finally, the repair work lasted three years (2009–2012). As a result, the budget soared and Verne was forced to pay two and a half times the initial price (without any additional costs being reimbursed by the State). This situation was highly problematic for the top-level managers who did not understand why such an "insignificant story" became a "big issue": in 2012, Verne got involved in a legal dispute with the subcontractor who failed to repair the crane bridge. The litigation was finally abandoned, but today the history of the "stubborn crane bridge" is still alive in the minds of Verne's leaders. What happened?

By the end of the 2000s, Verne Company decided to outsource several maintenance works, including the crane bridge revision. These maintenance works do not concern the dismantling yard itself, but the industrial installations that keep the workplace safe. For the maintenance manager, the externalization decision was coherent with the dismantling division's industrial strategy: "We didn't have the right skills to do these operations. Outsourcing was the only solution. Outsourcing was the only possible industrial choice" (interview, maintenance manager, October 2013). As far as the timing of the decision was concerned, the maintenance manager explains that they "had to comply with the safety standards. There was no rush, but the job had to be done" (interview, Maintenance Manager, October 2013).

At that time, the crane bridge was not out of service. Like many other installations, the crane bridge was simply not in compliance with safety standards and required revisions. The external technical experts who checked the crane bridge every year repeatedly stated that the company had to comply with the regulations, but they never explicitly asked Verne's management to stop using it. They only advised the manager "to take all necessary steps to comply with the safety regulations" (e-mail, 2007). The maintenance personnel regretted that the external experts had not put pressure on their management to comply with the law:

> The crane bridge's operation is strategic, as it concerns the nuclear safety of the dismantling site. The crane lifts and moves nuclear waste, so it's better for everyone not to have problems with it. (interview, Maintenance Technician, October 2013)

For this reason, the maintenance team took this problem very seriously and started to discuss informally with Technics about a possible revision. This company was the original manufacturer of the crane and had a long work experience at Dearest. After several meetings in 2008–2009, Technics stated that the dysfunction was probably caused by "an improper alignment of the crane bridge's runways." The company did not do all the necessary calculations, but it was convinced that this was the crane bridge's problem. For this reason, the Verne

maintenance personnel decided to include in the next general maintenance contract the "troubleshooting of the crane bridge's runways."

The purchasing department opened the call for tender for this contract in June 2009. They received six different commercial proposals (including one proposal from Technics). After a very short selection process, they decided to award the contract to Presto Company. Presto Company already worked for Verne as a subcontractor, but it was the first time that it won a contract on the dismantling yard. Leader in industrial maintenance and related services in France, this company was a subsidiary of one of the most important European energy groups and employed at that time more than 4,500 people.

The Verne maintenance personnel did not welcome the choice of this subcontractor. The Presto financial proposal was so competitive that they were very circumspect about the quality of their service:

> We wonder if Presto really understood our technical needs. We have also doubts about their capacity to fulfill the contractual documentary obligations (fulfilling the necessary documents before and after the maintenance operations). (e-mail, July 2009)

For this reason, they repeatedly expressed to the purchasing department, both orally and by e-mail expressed their dissatisfaction. This situation was problematic because the Verne maintenance personnel were supposed to work together with the subcontractor. More exactly, the Verne maintenance personnel had to validate the subcontractor's work procedures, survey the execution, and then, authorize the payment. If they did not trust the subcontractor, one could legitimately expect that their cooperation would not to be effective during the execution of the contract.

Unsurprisingly, supporting work relationships based on trust was not the main concern of the purchasing department. More focused on reducing costs, the purchasing officer in charge of this affair did not take into consideration the internal technical debates. She rapidly compared the six commercial proposals and despite her maintenance team's explicit recommendations, she decided to award the contract to the less technically qualified company. Her decision was all the more problematic since Verne's maintenance personnel played an important role before and during the call for tender: first, it was these personnel who defined the technical specifications of the contract and knew best what the company really needed in order to perform the maintenance activities safely. Second and most importantly, the maintenance personnel were asked informally by the purchasing officer to compare all the commercial proposals and to make an initial choice. The maintenance staff did this job, but the purchasing officer finally rejected their choice. Ironically, when the bridge crane was finally repaired in 2012, it was Technics (the company initially chosen by the maintenance team) who succeeded and not Presto.

The purchasing department's decision in favor of the lowest bidder is not so surprising. Like all purchasing departments, its role is to guarantee the best value for money (Belley, 1998; Lonsdale & Watson, 2005; Pettigrew, 1975; Reverdy, 2009). The purchasing officers evaluate suppliers, negotiate contracts and check the service quality according to the general purchasing strategy of

their company. When this strategy is too general or too ambiguous, the local purchasing department's manager defines the main purchasing priorities and allocates the necessary human resources for implementing them. In the case of the crane bridge, the purchasing manager did not consider this contract as a priority. The officer in charge of this affair was negotiating other contracts, including the renewal of a very important one. This "big deal" needed careful attention and for this reason, she was often out of office, on business trips.

When she had to open the call for tender for the maintenance activities, she was quite annoyed by the lack of experience of the internal customer[4]:

> They did not know how to write down the technical specifications. It was either too specific, or too general. I did not blame them, it was the first time that they had to do it, but it is so tiring to repeat all the time the same things. (interview, Purchasing Officer, November 2013)

Then, when confronted with the final choice, she was convinced that she was doing the best thing for her company:

> the internal customer is always trying to have the Rolls Royce. I mean the best technical proposal. They wanted Technics. OK, Technics is fine, but Technics did not really meet our expectations. It is my job to find the best value for money. Presto is a serious company, Presto is a big resourceful company, so I had no serious doubt about them. (interview, Purchasing Officer, November 2013)

To avoid further problems, a pre-contractual meeting was organized in July 2009 between the subcontractor and Verne's maintenance team. This meeting was supposed to facilitate the exchange between the two parties and make their future collaboration easier. At first sight, all parties were satisfied and Verne's technical personnel were ready to make a new start with the subcontractor. The purchasing officer closed the file and switched to another occupation. From that moment, she was no longer concerned with the maintenance activities, including the crane bridge. In January 2010, she left this purchasing department position.

During the next three months, nothing particular happened on the crane bridge side. Presto was supposed to start the work in September 2009, but they had one month and a half of delay. Then, the subcontractor did not manage to send Verne a satisfactory report about its operation methods[5] and this situation created the first interorganizational conflict. The report's problem was apparently related to the subcontractor's work methods. The Presto manager was constantly asking for information by e-mail from Verne's maintenance technician, who was not really happy about it:

> They asked me to do their job, the job they were paid for. First, I was doing the job, but after a while, I had enough. It was not my job to look for this information, they should have come and read it personally on site. (interview, Maintenance Technician, October 2013)

Verne's maintenance personnel felt "trapped" by Presto's manager:

> He was acting like a cowboy. He won the contract, so he probably thought that he could do anything he wanted. It was really not comfortable to work with him. (interview, Maintenance Technician, October 2013)

Several unexpected processes aggravated these conflicts. First, the Verne maintenance team experienced successive changes. Pierre, the maintenance technician who had the mission to supervise the subcontractor's activity was out of the office half the time, from September 2009 to March 2010. Pierre was doing training to become an executive and for this reason, he was not always very reactive to Presto's demands. Besides, François, the maintenance technician who did not appreciate working with Presto's manager, got sick and was hospitalized between November 2009 and February 2010. The management did not replace these persons, but asked Victor, the manager in charge of the general planning of Verne's maintenance activities to take the lead.

Victor had already a very busy agenda and did not have time to go through all the technical debates with subcontractors:

> Back then, I was doing a hundred other things at the same time. Inside organizations, multitasking is a pain in the ass; it's like asking 9 women to do a child in one month. […] We are constantly solicited to sign things, we sign papers without really reading them, and we are never able to do what we have planned to do. With time, it is obvious that the crane bridge was a technical problem that needed more high-level expertise. But in 2009−2010, we were just furious about Presto's work because they were unable to repair correctly the engine. They were expecting us to tell them what to do […] what a joke! When you bring your car to the garage, you do not tell the garage what to do! (interview, October 2013)

This last statement summarises very well the Verne's shared understanding of the situation: the subcontractor failed in the contractual obligations of results, as it was unable to find a technical solution within the given timeframe.

The last important change during the fall 2009 was the creation of a new function at Verne's top-level management. Antoine, a former manager of the dismantling yard and project manager for the construction of the new nuclear equipment, became Verne's chief engineer for nuclear projects. This new transversal function gives him the opportunity to follow both the construction and the dismantling yards, which means that he becomes responsible for the nuclear safety of the whole Dearest's industrial facility. As soon as he got into this function, Pierre and Victor informed him about Presto's delays. Therefore, Antoine became very attentive to the crane bridge situation and starting from December 2009, he got directly involved in this affair. However, his intervention made the exchanges with the subcontractor even more complex because the nuclear safety requirements were now the main priority.

REFRAMING THE PROBLEM: "WHAT PROBLEM? THERE IS NO PROBLEM!"

According to the contract, the crane bridge should have been back in service by the end of December 2009. When the deadline came, maintenance work had not even begun because the two organizations could not agree on the best technical solution. Indeed, Verne's nuclear safety engineer considered that the subcontractor's calculations were incorrect and asked them to check again in order to "comply with the safety rules" (e-mail, October 28, 2009). Presto agreed to check these calculations again, but sent an invoice for extra work. Verne refused

to pay the bill and since then the two organizations had been in open conflict. According to Pierre, this invoice was the proof that Presto was not honest since the beginning:

> They are voluntarily delaying their work. Then they put pressure on the client to get more money. Everyone knows that they have very competitive commercial proposals, but after winning the tender, they make significant changes to the contract. That's their business strategy. (interview, October 2013)

However, not all of Presto's employees were comfortable with this situation:

> The maintenance technicians were stressed during the coordination meetings. I think that Presto's management was not very comprehensive and the employees had to face the problems by themselves. (interview, François, October 2013)

Whatever the explanation for this situation, the consequences were critical: the crane bridge maintenance was at a standstill. At the same time, the other maintenance operations that Presto should have done according to the contract (upgrading the ventilation system and installing dry riser pipes) were not executed either. On December 14, 2009, Antoine alerted his superiors: "I think that the subcontractor has no technical or financial control of the situation" (e-mail, December 14, 2009). The purchasing department's manager tried however to find a convenient issue to the situation, by organizing a high-level meeting in January 2010. He invited two Presto managers (the general manager of the industrial maintenance department and the project manager in charge with the contract) to discuss together with him, Antoine and Verne's legal advisor. The maintenance technicians (either client or subcontractor) were still not invited.

This meeting helped building a temporary consensus, without putting an end to the tense relationships between the two working teams. Communication continued to be difficult and actors from both sides were suspicious of each other. One month later, a new problem ignited the conflict. The subcontractor decided to modify the crane bridge's structure without Verne's authorization. Apparently, Pierre was aware of this decision, but he didn't inform Antoine in time for him to intervene. Antoine became angry and immediately sent an alarming email to his superiors:

> I'm really worried about the consequences of the crane bridge case. This case is really jeopardizing the safety of the dismantling site personnel, but also our ability to maintain the budget. (e-mail, February 19, 2010)

Antoine was afraid that the subcontractor's operation made made risk assessments more difficult risk assessments, as no calculations were available at that time.

In this particular context, Verne decided to organize on 4th March a technical meeting with Presto's project manager. This time, the Verne maintenance personnel (Pierre, François et Victor) participated in the meeting, but the subcontractor's employees were once again not invited. Without surprise, the meeting's results were not conclusive, whereas Antoine criticized the subcontractor's general technical performances (including other maintenance projects), Presto's project managers reaffirmed that they were perfectly complying with the safety and security standards and thus, "there was no problem."

At this point, it seems obvious to everyone that this story is more of a dialogue of the deaf than a cooperative business relationship. The customer is not satisfied with the quality of the subcontractor's service, but the subcontractor tries to minimize the complaint's importance. Given the importance of this industrial facility, it is to be expected that the client's management will defend its interests by all possible means (repairing the crane as soon as possible). Furthermore, given the unsatisfactory quality of the subcontractor's work, the decision to terminate the contract would be understandable. But as surprising as this might seem, Verne's management does not even consider this option before several months. Why?

When the sociologist asks the actors to explain why they had not considered this option, the actors do not know what to say. Some of them simply think "it is not in the customs to cut ties with one's partner, even if that partner is a pain in the ass" (interview, Manager, October 2013). For the purchasing department manager, breaking a contractual agreement is "always legally complicated, so it is best to try to avoid reaching the point of no return." In other words, the right to break a contractual commitment does not seem self-evident to all actors, whereas in theory, it has long since been acquired (Barbour, 1917).

Regardless of thinking in terms of "rights," there are two different ways of analyzing the possibility of breaking an unsatisfactory formal agreement: the rationalist perspective and the ethical framework. These two perspectives fall within distinct disciplinary fields, each with its own vision of causality. According to the rationalist perspective, breaking a contractual agreement is a matter of cost-benefit calculation (Birmingham, 1970; Coase, 1978; Posner, 1977). Because economic actors are seen as rational and self-interested persons who are seeking satisfactory solutions to their problems, some people consider that injuries caused by breach can be fully compensated by damages (Posner, 1977). Even when analysts are paying attention to transaction costs, they are indirectly focusing on calculations, too (Goetz & Scott, 1977; Kennedy & Michelman, 1980; Kronman, 1978). They think economic actors are evaluating breaching a contract by taking into consideration both the settlement of a contract dispute (contract damages, attorneys' fee, etc.) and the expenses related to the search for a new business partner (call of tender, negotiation, etc.). If transaction costs are too high, it is likely that actors prefer not to break the contract.

Contrary to this perspective, the ethical framework states that breach of contract is immoral:

> Because the legal construct of contract is tied so closely to the moral notion of a promise, breach of contract would seem to fall into the same category of moral harm as a broken promise. (Wilkinson-Ryan & Baron, 2009)

A broken promise leads to a loss of trust between partners, which in the long run can be very damaging in terms of reputation. Since Stewart Macaulay's pioneering article in 1963, it is established that reputation is a very important dimension of contractual relationships: even though contracts help business people to plan their exchange carefully, the exchange itself is essentially sustained by "a man's word in a brief letter, a handshake or common honesty and

decency" (Macaulay, 1963, p. 6). As a result, "disputes are frequently settled without reference to the contract or potential or actual legal sanctions" (Macaulay, 1963, p. 10), because business customs have regulatory power and force actors to honor their commitments in all circumstances. Macaulay does not suggest that people do not calculate, but rather that calculations are not always a matter of economic gains. When faced with a performance problem, most businessmen try to make things "right," willing to compromise in order to preserve the trusting relationship.

Despite their divisive nature, these two perspectives can be used jointly to describe what is at stake in a dispute between two organizations. Indeed, whatever the context of the exchange, economic actors are always concerned by the material and symbolic aspects of their commitments. They can calculate the economic costs of breaching a commitment, but have a strong fear of the long-term effects of this relationship breakdown. They may threaten their partner to go to court and, at the same time, try to "settle" things informally. Analytically, this contradictory behavior cannot be understood without defining the term actor. Although the actors described by these two theories are clearly organizations, they are thought to act as individuals. As said previously, organizations are not individuals, but individuals dealing with other individuals in an institutionalized context. Organizations are certainly led by people who have values and interests, but the organizations themselves do not have homogeneous values or interests. The ability of an organization to act as if it was an individual depends on the situation.

Given these considerations, the research concerning breaking a contractual agreement should focus on the framing process rather than calculations (Goffman, 1974; Snow & Benford, 1988). At first glance, the problem with the crane bridge was due to a poor anticipation of the subcontractor's skills. Once the contract was signed, breaking it could be very costly, both financially and in human terms. In reality, this explanation of the crane bridge problem is unsatisfactory because it does not take the subcontractor's point of view seriously. When Presto's manager says that there is no "problem" with his work, one can assume that he is convinced of it. Even if Verne staff believe that the subcontractor was deliberately lying, the correspondence from these organizations rather indicates that they did not share the same definition of the situation. Finally, the problem with the crane bridge is that not all actors see it as a "real" problem: "What problem? There is no problem."

Since Goffman, framing problems is an ongoing process that provides actors with the "practical rules that they must follow in order to find their way around the situation and to act in a correct and responsible manner" (Cefaï & Perreau, 2012, p. 245). Frames are more than subjective perceptions or discursive resources that actors mobilize to defend their interests in a given situation. Frames "organize experience and guide action, whether individual or collective" (Snow, Rochford, Worden, & Benford, 1986, p. 464). However, the same situation can have conflicting interpretations because actors do not always share the same representation of their common interest. Even an artefact as standardized as a contract (Suchman, 2003) can be interpreted very differently by the actors

involved: some of them use the contract to plan resources rationally, while others regard it as the formalization of a moral obligation to deal in good faith with unforeseen events.

Frame alignment is not a necessary condition for the establishment of a business relationship. Economic actors who work together do not need to agree on everything. They do not even need to agree on the definition of the exchange situation. A business relationship is always fragile, in the sense that it is always in danger of breaking down because of the partners' divergent interests or because of their conflicting values (Surubaru, 2014). As Chantelat put it, business relationship is mainly based on "the coordination of appearances, on minimal and shared convictions, without the actors ever being certain that they are really shared" (Chantelat, 2002). However, business partners must have (or succeed in creating) a minimum agreement on unforeseen events during the performance of the contract.

Unforeseen events are part of industrial life. Regardless of their origin (technical, human, political, etc.), they disrupt activities and force actors to agree on the definition of the situation. Contrary to popular opinion, it is not their seriousness that encourages actors to react in order to reach a consensus. Nor is it their exceptionality that explains the construction of a possible compromise. In reality, however serious or frequent they may be, unforeseen events are characterized by their ability to bring points of view closer together, by erasing temporarily the differences. They force actors to speak the same language, even when they have never really spoken together.

In the crane bridge case, the first series of unforeseen events are related to the technical definition of the situation. When Verne decides to outsource this work, all the actors are convinced that the main purpose of the contract is the "troubleshooting of the crane bridge's runways." This particular meaning of the subcontracting relationship delimits the scope of the possibilities for managing contingencies that arise during the performance of the contract. The contract does not concern the general maintenance of the crane bridge, but the repair of one of its components (the crane bridge's runways). Presto is therefore concentrating its efforts on the runways, but apparently these efforts are not producing the expected results. Since the subcontractor considers that they are doing what is necessary to repair this component as requested by the contract, they do not seem to accept the client's criticism.

One may consider that Verne's maintenance personnel made a mistake when they asked to Technics to evaluate the crane bridge's failure without signing together a formal agreement. In doing so, Verne was constrained to take for granted the Technics's definition of the "problem," without having the possibility to challenge it. As a result, Verne accused the subcontractor of not being "professional," but they did not realize that the technical definition of the problem actually prevented the subcontractor from being professional. As Verne's technical specifications stated that the purpose of the contract was to troubleshoot the crane bridge's runways, Presto could not have imagined that the problem came from elsewhere. It is only two years later that actors finally identified the "real" origin of the system malfunction. Contrary to what Technics had suggested in 2008–2009, it was not the runway that needed to be repaired, but the

end carriage. However, when this new way of defining the situation appeared, nobody incriminated Technics or even the Verne maintenance team who had asked for their advice. On the contrary, Technics has once again been actively involved in identifying the "real" origin of the system malfunction.

Was it a mistake on Verne's part to ask Technics to evaluate the crane maintenance problems in 2008−2009 without signing a contract? A mistake violates the "formal design goals and normative standards and expectations," and for this reason, it belongs to the "dark side of organizations" (Vaughan, 1999, p. 14). Generally, a mistake produces "unexpected adverse outcomes with a contained social cost" (Vaughan, 1999, p. 14). The formal procedures of the Verne purchasing department explicitly condemn doing business without a contract and call repeatedly for vigilance with regard to such informal exchanges:

> Under no circumstances may the services start before the signing of the contract or an order. The liability of the Verne person who authorized the start of the work is individual. (Verne Procurement Best Practices, internal document, 2008)

In spite of these procedures, the informal exchanges with Technics in 2008−2009 were not considered to be a mistake by anyone. This type of informal exchange is quite frequent at the field ground level. Since Technics carried out other work on the dismantling site, the teams knew each other personally and could exchange ideas outside the contractual framework. The purchasing department was not necessarily aware of the existence of this type of informal exchange, but neither was it seeking to be informed of it. In fact, in 2009, the technical team and the purchasing officers had very few opportunities to meet or to discuss outside contract negotiations. The purchasing department was located in an administrative building far from the industrial workshops and purchasing officers almost never moved from their offices.

But beyond this aspect, the technical diagnostic is not a real topic of interest for the purchasing department. The internal customer is supposed to know the "needs" of the company and the purchasing manager has nothing to say about this, except formal aspects:

> It was the first time that our department was doing this kind of technical specification. We learned it along the way, at our expense, through the critical remarks of the Purchasing Department. […] For example, they advised us to replace the term "subcontractor" with the term "supplier." Sometimes they would rephrase our sentences, but nothing important. (interview, Victor, October 2013)

Two and a half years after signing the contract with Presto, Verne took the case to court. To establish each company's share of responsibility, a technical expert was appointed on this occasion. This expert reviewed the technical specifications of the contract and stated that the contract did not provide sufficient information on the company's requirements. The expert did not criticize the diagnosis by Technique, nor Verne's "mistake." He simply stressed the "poor" quality of the technical specifications as a whole. But Verne's maintenance team strongly rejected this accusation:

> If we listen to the expert, the technical specifications should be as thick as the Bible. I can't do that, it's obvious […] but the expert doesn't care, he doesn't live in the real world. In the real world, we are not experts […]. Because I needed technical advice from my supplier, I explicitly asked the buyer to specify in the contract that the supplier has an obligation of result. An obligation of result means that the supplier must do everything possible to solve the problem. (interview, Pierre, October 2013)

People who make and keep contracts alive are caught in the middle of their organization's flow. They are not "experts" because they do not treat technical malfunctions as if they were mathematical puzzles. They treat them as practical problems, which means they know that the information they need to solve the problem can be vague or uncertain. They also know that information depends on the context and sometimes, on the person. Practical problems do not have single solutions and actors are generally aware of it. However, they usually take shortcuts. In the case of the crane bridge, the simplest way to proceed was to refer to a legal obligation of performance (a "promise of result") supposedly embedded in the contract. According to Verne, the "result" was simple to measure: at the end of the subcontractor's work, the crane bridge had to be functional. As Victor said: "When you take your car to the garage, you do not tell the garage what to do!" Therefore, Verne simply expected Presto to repair the installation on time. However, comparing the two situations is not innocent, mostly because a bridge crane is not a car. The following paragraph analyses the meaning of this metaphor and shows why it unexpectedly created a conflict trap.

THE COST KILLERS, THE "PROMISE OF RESULT" AND THE CONTRACT

The story of the "stubborn crane bridge" illustrates what happens when law's ambiguity meets organizational complexity. Verne is a large company that develops, produces and then dismantles arms systems, including nuclear ones. Like many other companies, Verne outsources a large part of its activities, especially the least profitable of them. It also outsources activities that may have a negative impact on workers' safety (like the decontamination of facilities containing asbestos). In 2013, when this research was carried out, a well-known economic magazine ranked this company among the largest French industrial companies. Verne also received public awards for its "responsible purchasing policy and general management of jobs and skills." Although the total number of Verne subcontractors is not officially known, the various internal sources indicate the existence of several thousand subcontractors. Of these, around 30 are considered to be "major subcontractors," in so far as they achieve annual turnover with Verne in excess of €1 million.

Verne's subcontracting policy is therefore under high scrutiny. Since the mid-2000s, top management has intensively formalized its subcontracting management strategy and implemented numerous procedures to comply with law. An "army of lawyers" has been hired to define these procedures (interview, in-house lawyer, October 2013). Since Verne was a public company until recently, this major investment in the formalization of subcontracting relationship

management procedures actually corresponds to the opening of its capital to private investors. As a consequence, in 2013, more than 160 formal documents concerning purchasing procedures were recorded at a group level. While external observers congratulate the top management on the quality of these procedures, Verne employees are more skeptical: "When it comes to subcontracting purchases, always wait for the counter-order of the counter-order," joked one interviewee in January 2013.

At the same time, the opposite trend seems to be taking place. By the end of the 2000s, the new CEO was advocating a "simplification of structures and purchasing procedures" (press release, CEO, 2009). His main objective was to "increase the company's turnover by 50−100% over the next ten years, i.e. 3.5 to 5 billion (against 2.5 billion in 2008)" (press release, CEO, 2009). In fact, this simplification process makes internal procedures even more complex:

> Each new CEO has his own idea of change. The purchasing manager also has his own ideas. As a result, our procedures change every two or three years and everything becomes even more complicated. Procedures change, but we don't really change the way we do things. (interview, Dearest Purchasing Manager, December 2012)

This remark is not surprising because the functioning of an organization is always:

> the product of a mix of formal and informal prescriptions, supporting each other, where formal prescriptions are rooted in a power structure and informal exchange and negotiation processes for which they in turn provide arguments and resources. (Friedberg, 1993, p. 161)

This mix of formal and informal rules influences the contractual management of subcontracting relationships, especially with regard to the technical prescribers' behavior:

> The prescriber is not a real prescriber, but he is a man who knows that one day or another he will have to manage purchases. He does not anticipate his needs and when he thinks he needs something, he rarely follows procedures. (interview, Dearest Purchasing Manager, December 2012)

Therefore, the drafting of the technical requirement (also called "specification") represents a very important moment in the outsourcing process, which can take various forms:

> Some prescribers send you a 3-page dossier, others a 150-page dossier. In both cases, this is problematic. When the prescriber does not define his need, the buyer cannot do his job, so he must ask him questions to get to better specify (but this wastes time, then it does not fall within the buyer's remit). When it's too thick, you get lost in reading and you don't understand what he wants, you get the impression that he wants to buy a car, but that's not what he needs, considering the budget, but a factory. (interview, Purchasing Officer, October 2013)

But what seems even more problematic is the difficulty of capitalizing on past experiences:

> We had a contract negotiation six months ago. I invited the technical prescriber to all the meetings; he seemed to understand very well how it works. But today he has forgotten everything; I have to explain everything to him again. The other day, a guy hung up on me on the phone, accusing me of being very hard on my e-mails. Yes, I was a little bit hard with him because I'm tired of repeating things. (interview, Dearest Purchasing Manager, December 2012)

Despite this generalizing statement, certain activities to be subcontracted (such as the maintenance of the lifting installations) nevertheless undergo a routinization process: "We have had a single partner for years, it has the monopoly. As a result, we anticipate quite well our needs and we never had any problem together" (interview, Purchasing Officer, October 2013). As for the crane bridge, its maintenance had never been outsourced. Consequently, learning the purchasing process was inevitably done gradually, through successive trial and error.

However, misunderstandings or ignorance of formal rules do not mean that actors do not share some common representations of what the "right procedure" should be. Nor does it mean that the formal rule is not a major causal constituent of the regularity of activity. On the contrary, the greater the organizational complexity, the more actors try to make it intelligible through binary oppositions or explanatory shortcuts. When this complexity meets the inherent ambiguity of legal devices, the shortcuts end up having the force of evidence. In other words, actors orient their behavior according to what they believe the formal rule is (Weber discussed by Coutu, 2013). By doing this, they actively participate in the construction of the empirical legal orders inside corporations (Belley, 1998).

However, a legitimate question now arises as to the source of the actors' representations: where do they come from? How do these explanatory shortcuts emerge inside organizations? To answer this, an interesting avenue of investigation concerns the legal intermediation activity of purchasing managers. These actors are the missing link when explaining the legal regulation of economic activities. Indeed, if in-house lawyers first translate the law into standard internal procedures, purchasing managers then give them the force of economic evidence. Thus, the daily use by the purchasing department of legal devices makes the law alive in every commercial transaction (although this can also be a source of organizational conflict).

In this respect, the case of outsourcing operations is representative. Every time they negotiate a new contract, Verne's purchasing officers have to fill in a lawfulness form. The in-house lawyers provided this form and they are updating regularly (Table 1).

At the bottom of this table, a bold sentence states: "A single negative answer leads a priori to consider the contract unsatisfactory." "Unsatisfactory" here means "not complying with the law." Because the legal terms may be far too ambiguous for Verne's purchasing team, a one-page document provides a brief explanation on this subject. Here is how the formalization of a clear objective in contracts (the third question) is justified:

> This obligation is compulsory for industrial works (Court of Cassation, Criminal Division, 1984). This may be an obligation of means (Court of Cassation, Criminal Division, 1981) only in the case of studies, advice or other intellectual services, but in this case the task must nevertheless be clearly defined. [...] In any event, it goes without saying that a time limit must be systematically prescribed. (internal document, accessed 2012)

As for the supervision of the subcontractor's teams, this question "warns against the risk of illegal lending of labor (Court of Cassation, 1997)."

Table 1. Verne's Lawfulness Form, Internal Document, Accessed 2012.

Questions	Answer	
	Yes	No
(1) Is it necessary that the work be done inside Verne?		
(2) Does the subcontractor have the standard resources and personnel to carry out the work itself?		
(3) Is there a clear formalization of an objective to be achieved (with an agreed time frame)?		
(4) Is there real permanent supervision of the provider's teams by one of his managers and not integration of these teams into ours?		
(5) Are the contractual provisions for the receipt of services strictly defined?		

This one-page document does not dwell much on the judgments of the Court of Cassation. However, their mere mention seems to have a particularly strong binding power, insofar as this institution is the highest court of the French judiciary and plays a fundamental role in the harmonization of case law. For this reason, the lawfulness form becomes a resource for economic action, even though the purchasing officers are not necessarily aware of it:

> Not knowing the law is a real asset for the company, because if all the purchasing officers knew it, none of them would dare act. […] Imagine someone who wants to steal an apple and asks a lawyer if he can do it. The lawyer will surely answer "You are free to do what you want, but this is what can happen to you if you are arrested for theft." Most people are stunned by this answer and won't do anything anymore. They no longer even ask themselves the question of theft. (interview, In-house Lawyer, October 2013)

Without suggesting that purchasing officers are all potential thieves, what does the "apple theft" metaphor mean? One interviewee explains that subcontracting relationships are always tricky:

> When you estimate the cost of an outsourced service, you always think of the wage cost, the cost of the man doing the work. You add a margin and you get your real cost. When you negotiate, you keep this in mind and then systematically try to lower it. (interview, Purchasing Officer, January 2013)

The problem with this way of reasoning is precisely the outsourcing's legal framework:

> While everyone buys men, the law prohibits it. As a result, we must be very vigilant in the way we negotiate and draft our contracts. The legal department helps us to formulate things differently, even if in reality, the reasoning remains the same, we always buy men. (interview, Purchasing Officer, January 2013)

This method of evaluating the subcontracting cost is problematic because purchasing departments pay little attention to other costs associated with the work (staff training, documentation, acquisition of specific tools, etc.). In the long run, a race toward the lowest bidder is settling in and companies consider

this quest for economic performance inevitable. Most subcontractors cannot resist the pressure exerted on prices by major contractors. It is only the large subcontractors that succeed in doing well, in particular because they are implementing the same types of massive cost reduction strategies.

Considering this, the purchasing managers appear to be the new-armed wings of capitalism, defending a financial conception of the firm against a more technical performance oriented solution. Long considered by management as mere logistical support for the other departments, they generally enjoyed a reputation as "bean counters." In the early 1990s, few purchasing managers were involved in negotiating contracts and their participation in the strategic decision-making was rather limited. In the 2000s, the situation changed and the economic press welcomed the rise of the "purchasing function." In a context of market stabilization and reduced sales, the need to have better control on the operating expenses seems to become a general priority. The public reputation of purchasing officers is also changing, the vulgar "bean counters" becoming now true "cost killers." Finally, the training offer has evolved significantly: for example, in 2010, France had more than 800 master's graduates in purchasing management per year. Whereas at the beginning of the 1990s, people became purchasing officers through internal promotion, today business school training seems on the contrary to be the best key to join this service.

These structural changes have an impact on the company's representations about outsourcing. In the case of the crane bridge, it seems obvious that technical prescribers are driven by the belief that Presto has a "contractual obligation of result." Although the contract clearly formalizes "an objective to be achieved (within an agreed period)," the traditional doctrinal distinction between "obligation of result," and "obligation of means" is not always clear (Fabre-Magnan, 2016; Plancqueel, 1972). More precisely, depending on the economic situation, the courts may judge this distinction very differently (Jourdain, 2016). Non-legal professionals of course largely ignore these legal subtleties and simply think that contractors should keep their "promise" whatever the situation.

To say that a subcontractor must keep his promise of result whatever the situation is in reality misleading. In fact, technical prescribers and purchasing managers mix law and economic interest, which is defended through legal means. Given the complexity of the technical problem to be solved, Presto could not repair the crane bridge as planned by the contract. They had put in place the means they had to do so, but their efforts were inconclusive. The metaphor best suited to this situation is not that of the garage owner, but rather that of the doctor who tries unsuccessfully to cure his patient.

To this is added a second structural difficulty. The crane bridge contract concerns work in a nuclear environment. While the case law requires autonomy for subcontractors (which means separate working teams, no direct monitoring, etc.), the nuclear safety and security regulation contradict this requirement. The nuclear operator always remains responsible for his installation and that is why the Verne maintenance team (Antoine in particular) exerted a continuous control over Presto's activities. While some members of Verne's maintenance team considered that the subcontractor had an "obligation of result," others

monitored its work very closely, constantly questioning the technical repair solutions. For these reasons, the representations that the actors of the exchange had could only keep them in a vicious circle of conflict.

Concluding Remarks: Dismantling Managerial Values?

After examining this case study, one can ask oneself what are in reality the values defended by Verne's management. Does flexibility or efficiency explain how this company complies with the law? The answer is not simple, because values guide organizational behavior, but actors' behavior cannot be reduced to these values. Moreover, the very definition of what a value is is subject to debate in the social sciences, as the concept does not always have a sufficiently precise explanatory scope.

In the case of the bridge crane, flexibility is obvious important, especially in relation to the workforce. The way in which subcontractors are selected clearly indicates a search for flexible business management processes. Instead of hiring maintenance technicians capable of repairing complex installations, management prefers to outsource this work. Even if the search for flexibility is not made here at the expense of the company's employment (there are no layoffs, for example), we can assume that, in the long term, the repeated use of subcontractors impacts the careers of Verne employees. Subcontracting relationships are nevertheless defined by a set of formal rules (partly established by the case law of the Court of Cassation and embedded in contractual devices), which make the reciprocal commitments of the players more complex than one might think. In Durkheimian terms, "not everything in the contract is contractual."

In a capitalist economy, the search for flexibility is linked to the search for efficiency. "Efficiency" means the pursuit of maximum results with minimum means. In the case of nuclear weapons, outsourcing maintenance activities can optimize budget. But this strategy does not always take into account the consequences of outsourcing on working conditions or nuclear safety. The case of the crane bridges teaches us that the causal links between values and behavior are always difficult to establish. Despite the increasingly important role of "cost killers" within companies, nuclear safety engineers still have an influence on decision-making processes. In the future, these actors could defend a logic of different efficiency, more concerned with environmental or labor issues, but only if they manage to understand the real scope of the intermediation work of legal and purchasing services.

NOTES

1. This study is part of a university-industry research partnership. The main objective of this partnership has been to analyze the impact of subcontracting relationships on nuclear safety. For this, between 2012 and 2014, I carried out intensive fieldwork in a large French company located in a small town in northern France. I had access to internal documents (negotiation files, e-mails, expert reports, etc.), and I was able to conduct in-depth interviews with some 20 employees, subject to data anonymization. The interviews were recorded and transcribed. Some employees were interviewed several times during the

research. I have not met the subcontractors of this company, but I have read their correspondence (e-mails) with this company.

2. In order to protect people's confidentiality, all names are changed.
3. Dismantling defense equipment is not a regular activity. Moreover, the public budget for this activity depends on many political factors that limit the company's ability to anticipate future calls for tenders.
4. The "internal customer" is an indigenous term that defines the entity that needs to purchase goods or services, through the mediation of the purchasing department, also called "technical prescriber."
5. This report was compulsory.

REFERENCES

Abbott, K., Levi-Faur, D., & Snidal, D. (2017). Regulatory intermediaries in the age of governance. *The Annals of the American Academy of Political and Social Science*, *670*, 1–288.

Barbour, W. T. (1917). The 'Right' to break a contract. *Michigan Legal Review*, *16*, 106–109.

Belley, J.-G. (1998). *Le contrat entre droit, économie et société*. Cowansville: Les Éditions Yvon Blais Inc.

Birmingham, R. L. (1970). Breach of contract, damage measures, and economic efficiency. *Rutgers Law Review*, *24*(2), 273–292.

Cefaï, D., & Perreau, L. (Eds.) (2012). *Erving Goffman et l'ordre de l'interaction*. Paris: CURAPP-ESS/CEMS-IMM.

Chantelat, P. (2002). La nouvelle sociologie économique et le lien marchand: des relations personnelles à l'impersonnalité des relations. *Revue française de sociologie*, *43*, 521–557.

Coase, R. H. (1978). Economics and biology: Evolution, selection and the economic principle: Discussion. *The American Economic Review*, *68*, 244–245.

Coutu, M. (2013). Weber reading stammler: What horizons for the sociology of law? *Journal of Law & Society*, *40*(3), 356–374.

Crozier, M., & Friedberg, E. (1977). *L'acteur et le système. Les contraintes de l'action collective*. Paris: Le Seuil.

Edelman, L. B. (1992). Legal ambiguity and symbolic structures: Organizational mediation of civil rights law. *American Journal of Sociology*, *97*, 1531–1576.

Edelman, L. B., Abraham, S. E., & Erlanger, H. S. (1992). Professional construction of the legal environment: The inflated threat of wrongful discharge doctrine. *Law and Society Review*, *26*, 47–84.

Edelman, L. B., Riggs Fuller, S., & Mara-Drita, I. (2001). Diversity rhetoric and the managerialization of law. *American Journal of Sociology*, *106*(6), 1589–1641.

Edelman, L. B., & Suchman, M. C. (1997). The legal environments of organizations. *Annual Review of Sociology*, *23*, 479–515.

Fabre-Magnan, M. (2016). *Droit des obligations. Contrat et engagement unilateral*. Paris: PUF.

Fligstein, N. (1996). Markets as politics: A political cultural approach to market institutions. *American Sociological Review*, *61*, 656–673.

Friedberg, E. (1993). *Le pouvoir et la règle. Dynamique de l'action organisée*. Paris: Le Seuil.

Gilad, S. (2014). Beyond endogeneity: How firms and regulators co-construct the meaning of regulation. *Law & Policy*, *36*, 134–164.

Goetz, C. J., & Scott, R. E. (1977). Liquidated damages, penalties and the just compensation principle: Some notes on an enforcement model and a theory of efficient breach. *Columbia Law Review*, *77*, 554–594.

Goffman, E. (1974). *Frame analysis: An essay on the organization of experience*. Cambridge, MA: Harvard University Press.

Jourdain, P. (2016). Quel avenir pour la distinction des obligations de résultat et de moyens? *La Semaine juridique, édition générale*, *36*, 1557–1559.

Kennedy, D., & Michelman, F. (1980). Are property and contract efficient? *Hofstra Law Review*, *8*, 711–770.

Kronman, A. T. (1978). Specific performance. *The University of Chicago Law Review*, *45*, 351–382.

Lonsdale, C., & Watson, G. (2005). The internal client relationship, demand management and value for money: A conceptual model. *Journal of Purchasing & Supply Management*, *11*, 159–171.

Macaulay, S. (1963). Non-contractual relations in business: A preliminary study. *American Sociological Review*, *28*, 1–19.

Meyer, J. W., & Rowan, B. (1977). Institutionalized organizations: Formal structure as myth and ceremony. *American Journal of Sociology*, *83*(2), 340–363.

Pettigrew, A. M. (1975). The industrial purchasing decision as a political process. *European Journal of Marketing*, *9*, 4–19.

Plancqueel, A. (1972). Obligations de moyens, obligations de résultat. *Revue Trimestrielle de Droit Civil*, *334*, 336.

Posner, R. A. (1977). *Economic analysis of law* (2d ed.). Little: Brown and Company.

Reverdy, T. (2009). Mettre en concurrence ses fournisseurs-partenaires. Comment les acheteurs reconfigurent les échanges interindustriels. *Revue française de sociologie*, *4*, 775–815.

Selznick, P. (2012). *TVA and the grass roots: A study of politics and organization. A study in the sociology of formal organization*. London: Forgotton Books.

Snow, D., Rochford, E., Worden, S., & Benford, R. (1986). Frame alignment processes, micromobilization, and movement participation. *American Sociological Review*, *51*(4), 464–481.

Snow, D. A., & Benford, R. D. (1988). Ideology, frame resonance and participant mobilization. *International Research Movement Research*, *1*, 197–217.

Stark, D. (2009). *The sense of dissonance – accounts of worth in economic life*. Princeton, NJ and Oxford: Princenton University Press.

Suchman, M. C. (2003). The contract as social artifact. *Law & Society Review*, *37*, 91–142.

Surubaru, A. (2014). *La fragilité des liens marchands. Sociologie de la sous-traitance international*. Paris: Pétra.

Talesh, S., & Pélisse, J. (2019). How legal intermediaries facilitate or inhibit social change. In Sarat, A. (Ed.), *Studies in law, politics, and society* (Vol. 79, pp. 111–145). Bingley: Emerald Publishing Limited.

Urry, J. (2005). The complexity turn. *Theory, Culture and Society*, *22*(5), 1–14.

Vaughan, D. (1999). The dark side of organizations: Mistake, misconduct, and disaster. *Annual Review of Sociology*, *25*, 271–305.

Wilkinson-Ryan, T., & Baron, J. (2009). Moral judgment and moral heuristics in breach of contract. *Journal of Empirical Legal Studies*, *2*, 405–424.