How Acquisition Practice Can Impede SOA Governance

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Introduction

- Acquisition is the interface between governance and contractors
  - What is important should be in the contract
  - In SOA governance is vital, but often does not talk to acquisition or deal with problem resolution
- The architects in governance and the lawyers in acquisition need to work together
- Recommend a new model contract and a cooperative approach to problem resolution

Typical problems

- Governance process generates standards and other requirements which don't get into the solicitation or the acceptance criteria
- Governance personnel tend to be architects who lack expertise in acquisitions law and dispute resolution
  - Need to state what you want in a way that can be put in a solicitation, in the resulting contract, and which will hold up in court
  - Tendency to state service level agreements without thinking about what to do if they are violated
  - You can only refuse acceptance on acceptance criteria named in the contract
- Problems with fuzzy statements of work and acceptance criteria are difficult to fix once made
- SOA doctrine implies cooperation between vendors, implying alternative dispute resolution

What to do

- Figure out how to synchronize governance and acquisitions activity
    - Staff up to get legal and architectural expertise talking to each other
- Develop a model contract to make explicit what is important
- Develop alternative dispute resolution aimed at building trust and cooperation
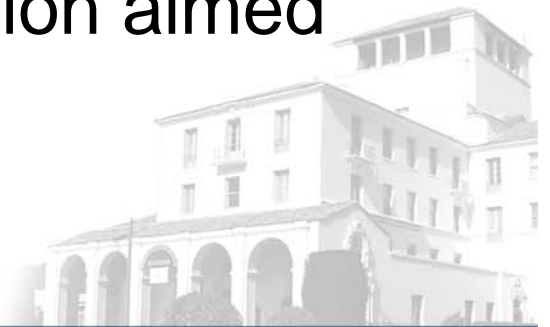
Governance and Acquisitions Cooperation

- Governance mindset tends to be architects who develop technical standards
  - Light on lawyers and planning for contingencies
- Acquisition mindset tends to be lawyerly following of rules and procedures
  - Light on engineering understanding
  - Heavy on unambiguous writing and anticipating contingencies, such as breach of SLA
- Healthy if these perspectives could be merged

Habitual problems

- Fuzzy statements of work
- Not incorporating governance decisions in contracts
- Not explicitly listing important deliverables or arranging for acceptance testing
- Not paying for needed support
  - Retention of legacy expertise particularly problematical
- Feasible and workable problem resolution to build trust and cooperation, essential to SOA deployment

Suggestion 1: Develop a model contract

- Great deal of legal engineering goes into repeatable legal language
- Much of what we want in SOA can be replicated between contracts
  - Menu of service level agreement language
  - SOA specific contract deliverables with acceptance testing
  - Technical support for interoperability
  - Licensing needed for reuse

Service level agreements

- Important difference between whether SLAs are goals or meant to be enforceable in court
- "Hard" SLAs need feasibility, unambiguous monitoring, and need to be under the control of the contractor
- "Soft" SLAs need well thought out resolution procedures because expectations will evolve over time
- Best to have a menu of best practice SLAs for acquisitions to use when drafting solicitations

SOA Specific contract deliverables

- If it's important
  - It should be listed as a deliverable in the contract
  - With appropriate acceptance testing
    - Which should be done by an independent third party if it has to do with interoperability

- Require written plans for "good mental hygiene" issues
  - Such as configuration management and documentation maintenance and communication

Fund needed technical support

- Complex services are never plug-and-play as a USB cable
- If there is no funding for interoperability help desks, valuable expertise could disappear and reuse becomes more expensive
- Particularly problematical with SOA integration of legacy systems
  - Fear of being put out of business
  - Possible loss of knowledge from losing long-term connectivity experts

Licensing

- Make sure intellectual property is available for license throughout the domain of reuse
  - Require vendors to either declare dependency or grant free licenses

Suggestion 2: Incentivize cooperative problem-solving

- Traditional approach to dealing with breach of contractual duty is adversarial and blunt
  - Fix it or terminate the contract is the default
- With complex applications, need cooperation to figure out where the problem is
  - And the problem might not be anybody's fault
- Suggest setting up a board of vendors and governance people to work on joint problems
  - With time spent billable unless a warranty is involved

Evolving towards interdependency

- Total accountability often leads to an illusion of control
    - A big issue in convincing people that stovepipes are bad
- In frontier and feudal times, if you wanted a new shirt, you made it yourself (or your slave)
    - Lots of accountability, little control
- Today, you go to a store and buy one
    - Little accountability, lots of control
    - Also faster available, lower imputed price, and better quality
- Took evolution of rule of law and a culture of markets to earn gains from trade

Conclusion

- Governance and acquisition need to work together
- Need to work out a model contract that can be instantiated into business-feasible solicitations and contracts
- Need to redo problem resolution to make it more cooperative and less adversarial