NEGOTIATION

IN COMPLEX SITUATIONS

- PREPARATION DOCUMENT -

English Version

INTRODUCTION

This guide will help you as a negotiator to prepare for complex negotiations. It compiles the latest academic research on the topic, as well as practical experience.

You can use it to prepare yourself alone, or as a checklist in a dialogue with someone else (peer, colleague and so forth). We at ISMAN & Partner use it as a comprehensive preparation sheet to empower our customers and to empower them for the upcoming negotiations.

HOW TO WORK WITH THE DOCUMENT

We will go through each and every single question. It might sound time-consuming. And it is indeed. But it's worth the time. Being well prepared - which might take almost as much as the negotiation phase itself - will boost your results at the end.

If you are not able to answer all the questions don't bother. This information will have to be investigated during the face-to-face negotiation. In addition it will help you to reflect on all possible aspects of the upcoming negotiation.

Take your time and enjoy the preparation. If you have questions or if you need help or guidance through the process, please do not hesitate to contact us:

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CONFIDENCIALITY AGREEMENT

It is understood and agreed to that the Discloser and the Recipient would like to exchange certain information that may be considered confidential. To ensure the protection of such information and in consideration of the agreement to exchange said information, the parties agree as follows:

1. The confidential information to be disclosed by Discloser under this Agreement ("Confidential Information") can be described as and includes:

Technical and business information relating to Discloser's proprietary ideas, patentable ideas copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

In addition to the above, Confidential Information shall also include, and the Recipient shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed by Discloser in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by Discloser in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered to Recipient within thirty (30) days of the disclosure.

2. Recipient shall use the Confidential Information only for the purpose of preparing the negotiation with Discloser and its company, as well as for negotiating in the name of the Discloser if wanted.

3. Recipient shall limit disclosure of Confidential Information within its own organization to its partners, members and/or employees having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without the prior written consent of Discloser. Recipient shall have satisfied its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees, partners, consultants and others who are permitted access to or use of the Confidential Information.

4. This Agreement imposes no obligation upon Recipient with respect to any Confidential Information (a) that was in Recipient's possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party not owing a duty of confidentiality to the Discloser; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, Discloser; or (e) is independently developed by Recipient.

5. Discloser warrants that he/she has the right to make the disclosures under this Agreement.

6. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Recipient any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

7. Neither party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on either party's decision to use or rely on any information exchanged under this Agreement.

8. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that Discloser shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.

9. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

The parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Recipient of Confidential Information:	**Discloser of Confidential Information:**
Name: Calin-Mihai Isman	Name (Print or Type):
Company: ISMAN & Partner	Company:
Titel: Managing Owner	Title:
Address: Gebrüder-Wright-Str. 11	Address:
City, State & Zip: 60486 Frankfurt a.M., Germany	City, State & Zip:
Signature:	Signature:
Date:	Date:

ANALYSIS AND PREPARATION PHASE

(assumptions, history, network, issues, positions, interests, standards, BATNA, ZOPA, process planning, roles & teams, stakeholder map, pre-negotiation)

1 ☐ What is the negotiation about?

2 ☐ Do you think it will be a one-time negotiation / short-termed or no relationship in the future?

- ☐ Yes
- ☐ No, it is a long-term relationship
  - ☐ deepen trust
  - ☐ encourage equal partnership
  - ☐ express emotions more openly
  - ☐ happy with the relationship as it is, maintain it

3 ☐ What would a successful agreement look like to you?

to your counterpart?

4 ☐ How do you want to feel when you've left the table?

_____
_____
_____
_____
_____
_____

5 ☐ Do you know your counterpart and his/her company? Is there a current relationship?

☐ *Yes*

☐ Is your relationship based on trust?

Yes

☐ Has it ever involved creative, joint problem solving? How about risk taking? Are you able to deal with the differences?

_____
_____
_____
_____
_____
_____

☐ Is the relationship threatened?

_____
_____
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_____
_____
_____

No

☐ Has there been damage to the relationship that needs to be repaired?

_____
_____
_____
_____
_____
_____

☐ What caused the breakdown in trust or a lack of respect?

_____
_____
_____
_____
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_____

☐ What happened to make the relationship a transactional one?

_____
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_____

☐ Have you already negotiated with your counterpart?

☐ Has someone else from your company already negotiated with your counterpart or at least with someone on the same level from that company?

☐ When? What was it about? What was the result? How many negotiation sessions? What was good / bad? Did the negotiation affect the relationship (in a positive or negative way)?

☐ *No, there is no relationship*

☐ Do you know at least one person in your counterpart's organization?

☐ Do you know someone (inside or outside your company) who already negotiated similar topics?

6 ☐ *Research on the counterpart*: individual (values, beliefs, interests, hobbies) and facts on the company:

7 ☐ Did you or someone from your company reached out your counterpart in matters of **this** negotiation?

☐ No

☐ Yes

☐ Who?

☐ What was it about?

☐ Which results / reactions?

(From now on the negotiator is the single point of contact with the counterpart - all communication has to be checked by him first)

8 ☐ Which stakeholders are directly and indirectly affected by the outcome of this negotiation?

Where do you see:

- ☐ interdependencies?
- ☐ coalitions?
- ☐ information asymmetry?
- ☐ chances and risks?
- ☐ the role of these individuals in the decision making process?
- ☐ the value of these relationships?

9 ☐ Which assumptions do you have about your counterpart (individual) and about the negotiation (process)?

Assumptions about counterpart and negotiation	*„Enabling" assumptions (reframe them that support more positive outcomes)*
-	-
-	-
-	-
-	-
-	-
-	-
-	-

10 ☐ Is it possible that the assumptions are not true? What would it take to disprove (some of) them?

_____
_____
_____
_____
_____
_____

ANTAGONISM	IS ANTAGONIZED BY															
	ANTAGONIZES															
DEFERENCE	IS DEFERRED BY															
	DEFERS TO															
INFLUENCE	IS INFLUENCED BY															
	INFLUENCES															
SUPPORTIVE (+) OR UNSUPPORTIVE (-)																
PERSON																
ORGANIZATION																

NEGOTIATION STAKEHOLDER NETWORK MAP

11 ☐ Think back to past negotiations, or other types of work situations:
Which assumptions have you made that turned out to be false? Which of these are pertinent to the current negotiation?

_____
_____
_____
_____
_____
_____

12 ☐ What typically makes you upset? What are your triggers (in a negotiation, in a heated discussion, in a conflict, in the day-to-day-life)?

_____
_____
_____
_____
_____
_____

13 ☐ Arrange an Assumption-Verification-Meeting

14 ☐ Issues, positions, interests, standards

YOU				COUNTERPART				STAKEHOLDER XY			
core issue	position (what?)	interest (why?)	standard	core issue	position (what?)	interest (why?)	standard	core issue	position (what?)	interest (why?)	standard
	1	*What is different if you achieve that (position)?*	*What would be considered fair if someone outside was looking on your negotiation? (formal/written guidelines ; common practices ; 3rd party's informal assessment)*		*What do you think want the other's side to achieve?*						
	2					*Why might he/she care about those?*	*legitimize your eventual agreement*				
	3										
	4										
	5										
	6										
	7										
	8										
	9										
	10										

What do you want to achieve?

YOU

CORE ISSUE

POSITION *(What?)*

INTEREST *(Why?)*

STANDARD

COUNTERPART

										CORE ISSUE
										POSITION *(What?)*
										INTEREST *(Why?)*
										STANDARD

STAKEHOLDER ……..

										CORE ISSUE
										POSITION *(What?)*
										INTEREST *(Why?)*
										STANDARD

15 ☐ Where do interests overlap? Where is potential conflict & common ground? Which interests are complementary? Which are shared, which are just different, and which conflict?

16 ☐ What external criteria might be relevant? What standards might a 3rd party apply to evaluate the fairness of the agreement? What other objective standards might be relevant to apply here?

17 ☐ Which high-gain an low-cost trade-off options (possible solutions that meet the interests of everyone involved) can you see? Each should meet at least one interest from each stakeholder.

18 ☐ Brainstorming Session on interests & options with colleagues (inside and outside) who have been in similar negotiations:

☐ What was driving your counterpart in these situations?

☐ What have I missed?

☐ What could you imagine working here?

☐ Is there something else I should consider putting on the table?

19 ☐ Alternatives: What possibilities do you have, if you don't come to an agreement? What possibilities has your counterpart?

How can you satisfy your interests without the other party?	*How might your counterpart satisfy his/her interests without you? (hypotheses)*
YOUR ALTERNATIVES (highlight the best one)	**YOUR COUNTERPART'S ALTERNATIVES** (highlight the best one)
-	-
-	-
-	-
-	-
-	-
-	-

DEMAND / CLAIM	INTERESTS BEHIND (only for internal use)	PRIORITY red: must-have yellow: should-have green: dummy

20 ☐ Calculate:

☐ BATNAs (Reservation value; if price related negotiation)

☐ size of the pie

☐ ZOPA

21 ☐ How can you make your BATNA more valuable to you? How can you improve your alternative?

22 ☐ How can you weaken the counterpart's best alternative?

☐ Can you change your counterpart's perception how strong that alternative is?

☐ Can you show him/her that it would not be easy?

ALTERNATIVES

You have several alternatives, your counterpart only one (he/she depends on you). Similar to monopoly. No negotiations needed. Dictate possible.

Both of you have at least one (or more) equal alternatives. You have the freedom to choose, without fearing any short- or long-termed risks. The same for your counterpart.

OWN ALTERNATIVES

INTERDEPENDENT / DEPENDENT	**INTERDEPENDENT / INTERDEPENDENT**
DEPENDENT / DEPENDENT	**DEPENDENT / INTERDEPENDENT**

COUNTERPART'S ALTERNATIVES

Both of you do not have equal alternatives. And both of you know it. (hostage-situation)

You depend on your counterpart, but he/she does not depend on you.

☐ Can you show that you are more valuable because of…?

23 ☐ Who has the authority to make commitments? How and when will those commitments be fulfilled?

24 ☐ *Estimate*: How many sessions will it take? What are (sets of) goals for each meeting? What do you hope to achieve at each milestone/ negotiation meeting?

25 ☐ When do you hope to have a joint recommendation? When do you want to have a signed agreement in place?

26 ☐ Draw a timeline

27 ☐ What information from your counterpart are you missing? What do you want to learn from your counterpart? What did your preparation about interests reveal that you need to test? What other questions do you want to make sure to ask the other party? (uncover critical information and test your hypotheses)

28 ☐ Which messages do you want to send to your counterpart? What shall he/she understand? Which messages would you like to avoid?

SEND	AVOID
-	-
-	-
-	-
-	-
-	-

HOW
-
-
-

29 ☐ What is the best way to deliver those messages? (Who on the team will say what, in which order, and at what points during the session?)

30 ☐ What is the best agenda for the upcoming session?

31 ☐ Is there a need to pre-negotiate the past relationship?

☐ Yes

☐ No

What can you do to address the situation?

32 ☐ Plan the first interaction: Negotiating the Negotiation

☐ What issues do you and your counterpart need to cover?

☐ What process do you and your counterpart want to use?

☐ Are there any other parties you and your counterpart need to include? When and how?

☐ Do you and your counterpart want to set a timeline?

☐ How will you and your counterpart resolve conflict?

☐ What will you and your counterpart do if the negotiation begins to break down?

☐ Are there any specific ways both of you should prepare before you begin? What are the topics around which you and your counterpart should prepare?

33 ☐ Where and when do you plan to negotiate? Which time and place will you propose?

☐ What's happening that day / week / month / quarter for your counterpart or his/her company or his/her stakeholders?

☐ *If you need to rebuild the relationship*: Which location would be friendlier than a conference room (for the first meeting)?

34 ☐ Prepare your Negotiation Team and decide who needs to be in each session.

☐ Negotiator in Charge (Deal-Maker or Real-Maker?)

☐ Shadow/Ghost Negotiator

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_____
_____
_____

☐ Captain

_____
_____
involved in session(s): _____
_____
_____
_____

☐ Decision Maker (especially when escalation needed)

_____
_____
involved in session(s): _____
_____
_____
_____

☐ Watchdog

_____
_____
_____
_____

☐ Neutral Secretary / Historian (mutual agreement mandatory)

_____
_____
involved in session(s): _____
_____
_____
_____

☐ Lawyer(s)

_____
_____
involved in session(s): _____
_____
_____
_____

☐ Other stakeholders (affected by the result of the negotiation)

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_____
_____
_____
_____
involved in session(s): _____
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_____

☐ Internal Experts

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_____

involved in session(s): _____
_____
_____

☐ External Experts

_____
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_____

involved in session(s): _____
_____
_____

35 ☐ Who will be in your counterpart's negotiation team? Who will be involved directly (at the table) and indirectly? *If multi-party negotiation*: will you have all decision makers sitting at the table?

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36 ☐ Which persons have you missed?

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37 ☐ Stakeholders

☐ Who (from your company & from your counterpart's) needs to buy into any agreed-upon course of action/ decision?

☐ Who are the stakeholders?

☐ Who has the authority to approve a decision or make it go more smoothly?

☐ Who can veto or derail a decision?

☐ Who is likely to be supportive?

☐ Who might be opposed to brainstormed options?

☐ Is there antagonism between people?

☐ How can you mitigate any potential damage these negative relationships can create?

☐ Who has influence over others and can sway them to support a decision?

☐ Is there anyone who defers to others and will simply support (or reject) an agreement if he/she knows a certain person has already accepted (or rejected) it?

38 ☐ Map the Stakeholders including the above mentioned information and update/adjust the previous overview.

For every person directly involved in the negotiation note (in the map) the:

- ☐ Negotiation-Type of that individual
  - ☐ pragmatist (PRA)
  - ☐ emotional (EMO)
  - ☐ judging (JUD)
  - ☐ perceiving (PER)
- ☐ Stress-Type of that individual
  - ☐ aggressive type (AGG)
  - ☐ get away type (AWA)

39 ☐ What are the potential consequences of a decision fore each stakeholder?

UPDATED NETWORK MAP

40 ☐ Are you negotiating with the counterpart's decision maker himself/herself?

- ☐ Yes
- ☐ No

  What can you do to address the situation?

  _____
  _____
  _____
  _____
  _____
  _____

41 ☐ Is there information on somebody missing?

- ☐ No
- ☐ Yes
  - ☐ do research
  - ☐ think back to your past experience working with the other party
  - ☐ consult colleagues who have worked with them in the past
  - ☐ approach mutual acquaintances who can help clarify missing connections

42 ☐ Create a strategy to connect with critical decision makers and influencers in the other party.

_____
_____
_____
_____
_____
_____

- ☐ Who (from your network) has access to these pivotal decision makers?

  _____
  _____
  _____
  _____
  _____
  _____

43 ☐ Ask questions in advance of the first meeting (e-mail or in person) that prompt your counterpart to contemplate the detailed preparation on his/her own.

- ☐ beware how you ask: set a corridor for possible answers in advance (don't ask to open questions)
- ☐ if in person: ask only one question at once (otherwise your counterpart will answer only the „easy" one)

44 ☐ *First move*: Establish how you will work together, invoking the elements of communication and relationship.

- ☐ make smalltalk first
- ☐ say that you are happy sitting with them together today
- ☐ use praise
- ☐ use questions and listening skills
  - ☐ take notes what your counterpart shares and what he/she doesn't share
  - ☐ beware of limiting answers („yes", „no", „but") from your side at this point

- ☐ demonstrate understanding
- ☐ make your own messages clear, but briefly (no speech!)
- ☐ leverage indisputable agenda
- ☐ discuss desired goals for this meeting and the outcome at the end
- ☐ if price related negotiation: make the first offer (anchoring)
- ☐ establish expectations up front about who gets to decide what (especially if multi-party)

45 ☐ *If needed*: Negotiate relationship first, unconditionally

- ☐ name the concerns you suspect
- ☐ jointly diagnose them
- ☐ explore possible solutions
- ☐ be trustworthy in your interactions
- ☐ don't wait for the other party to make the first move
- ☐ no eye-for-an-eye approach
- ☐ no concessions upfront for the sake of „the relationship"
- ☐ discuss jointly your dealing with the public (e.g. press releases)

46 ☐ Interests

- ☐ ask your counterpart: What are your key aims, objectives and concerns around the issues we are discussing?
- ☐ Test your hypotheses about the counterpart's interests and fill in the gaps.
- ☐ if counterpart answers only in positions, ask: Why? For what purpose? What are you trying to achieve?
- ☐ „I think I heard you just say that … Did I understand you correctly?"
- ☐ „What am I missing?"
- ☐ „I know this is a crazy idea and I'm not really proposing it, but what if we … ? What would be wrong with that?"
- ☐ Keep pushing for answers. Press for criticism. Listen for the interests within it. Test to ensure that the interests you are hearing are, in fact, your counterpart's interests.
- ☐ be smart about which of your interests you share at this early point
- ☐ generate as many interests as possible and list them
- ☐ if counterpart is a hard bargainer (he/she resists every time you try to better understand his/her interest or when jointly brainstorming options):
  - ☐ don't react, diagnose what's going on, recognize the game
  - ☐ determine which elements he/she's using and which not
  - ☐ don't mimic your counterpart's style, don't play the same game
  - ☐ consider your contribution to the dynamic:

- ☐ "What is your body language saying?"
- ☐ "What's your tone of voice?"
- ☐ "How did you frame what you shared/asked?"
- ☐ "Are you acting defensive?"
- ☐ "Have you responded to your counterpart's demand with a counter-demand?"

☐ change the game

- ☐ introduce an element your counterpart is not using
- ☐ take an element your counterpart is using and use it in a different way
- ☐ call your counterpart out on the game he/she's playing
- ☐ "I notice that you're making a unilateral demand, and it seems you'd like me to make a concession in return. That feels like loosing game for both of us. If we put our heads together, we could come up with a solution that would be a lot more valuable to both of us."

☐ if you tried several times, but your counterpart is still persistent to his/her strategy:

- ☐ play the game, but play it better than your counterpart
- ☐ resort to your BATNA
- ☐ "I wish we could make this work, but as is, I'd simply do better losing this deal than agreeing to it. If things change for you, I'd be happy if you gave me a call."

47 ☐ Options

- ☐ tell your counterpart that you would like to move into a joint problem-solving mode and brainstorm together to come up with possibilities, withholding judgement for the time being (not evaluating them, not eliminating them)
- ☐ bring in any options you came up with in your preparation that are still relevant based on the interests you discussed
- ☐ possibilities are not offers or commitments: be clear that everyone can come up with ideas even if he/she cannot commit to them
- ☐ options should be within the realm of what's possible (they don't need to be good at this point)
- ☐ offer yourself 3-4 possibilities at the beginning to boost the iteration process
- ☐ keep iterating between options and interests and back to options
- ☐ when generated as many options as possible: go back to your list of interests and check that you have an option that addresses each one
- ☐ if there are obvious options that don't meet your or your counterpart's interests well, eliminate them
- ☐ don't rush to get your list of options down to just 1 or 2 yet, refine the list to ensure most options are ones that meet your and your counterpart's interests well

48 ☐ Standards

- ☐ apply standards to make sure that each option would seem fair and reasonable to an unbiased outside party
- ☐ "Considering the individuals we will need to explain our agreement to, what kinds of standards might we use to refine and evaluate the options we've come up with?"
- ☐ think about how the deal would come across in a press release describing the final agreement
- ☐ when counterpart advocates for an option that's not feasible for you, use standards to argument against it:
  - ☐ Why that number?
  - ☐ On what are you basing that amount?
  - ☐ How would I justify that figure to my boss?
  - ☐ "I'm hearing that what you really are interested in is x. Help me understand why that might be fair."

49 ☐ Between negotiation sessions - if not sure in what direction to go, i.e. you don't understand the counterpart's interests: (internal)

- ☐ Role-Play to try out different approaches
  - ☐ „How did that sound?"
  - ☐ „How did that feel?"
  - ☐ „Was it persuasive?"
- ☐ adjust and repeat (play it out multiple times)
- ☐ play it the other way round and put yourself in the position of your counterpart (role reversal)
  - ☐ „What did you learn about your counterpart by getting inside his/her head?"
  - ☐ „Do you better understand her/his perspective?"
  - ☐ „Do you have a better sense of why he/she has been acting the way he/she has?"
- ☐ make adjustments to your approach
- ☐ make a list of negative consequences the other party might perceive in dying yes to the current proposal
- ☐ make a separate list or reasons it would benefit him/her to say no to you
- ☐ show both lists and your conclusions to your counterpart
  - ☐ „I was having trouble understanding your point of view, so I tried to list out the reasons you were saying no. What do I have wrong? What am I missing?"
- ☐ try to influence your counterpart by coming up with a different choice (develop, refine or add jointly a new solution to the one already on the table)

50 ☐ Compare the negotiated agreement to your BATNA / Reservation Value

- ☐ *if BATNA better*: keep pushing to come up with better options
  - ☐ "Right now, the options on the table are good, but not really as good as what I can do on my own. Is the same true for you?"
  - ☐ "For us to reach an agreement, we need to work harder to come up with something better than my team could do elsewhere. Right now I believe I could get more value by…"
- ☐ frame the discussion as an effort (!) to do better than your alternative, not as a threat
- ☐ ask questions that challenge how attractive the counterpart's alternative is, make him/her see his/her weaknesses, educate him/her
- ☐ *if BATNA still better*:
  - ☐ leave the table - never negotiate just to agree
  - ☐ wait it out until both of you can develop a stronger alternative or until the other part's weakens
  - ☐ negotiate with others in your counterpart's organization
  - ☐ find other companies that can meet your needs

51 ☐ Commitments and Wrap-Up

- ☐ leave committing to any option until the very end
- ☐ Ask yourself:
  - ☐ Does it truly meet your full range of critical interests very well?
  - ☐ How many options have you considered?
  - ☐ Why do you think this is the best one?
  - ☐ Is it truly better than your best alternative?
  - ☐ Is the agreement sufficient operational?
  - ☐ Are timeline, terms, conditions realistic and detailed enough for implementation?
  - ☐ Do you have the authority to commit/ to sign the approval?
  - ☐ Does the counterpart has the authority to do it?
- ☐ sell the solution internally to key stakeholders, test it with the right people before you sign the final agreement - and check their concerns
- ☐ document the terms
  - ☐ Have you incorporated any notes you and your counterpart made, any points you recorded on flip charts or in possession memos?
  - ☐ Have you created a formal contract that captures your agreement and requires signatures?
  - ☐ Has your counterpart reviewed and agreed to the text? Does each have a copy?
  - ☐ Have you introduced a clause for a post-settlement settlement in the formal contract?

- ☐ Have you introduced important implementation details, milestones and deadlines in the contract?
- ☐ Has the contract been checked by both parties' legal or finance teams?

☐ *if multi-party*: use one-text procedure to force everyone to focus on one draft of an agreement

- ☐ choose or negotiate a drafter
- ☐ listen to each party's view
- ☐ create rough draft and write on each page of the document „draft for discussion only"
- ☐ ask every group for feedback / criticism and question their remarks to get to the interests behind
  - ☐ "What would be wrong with this draft as it is presented now?"
  - ☐ "Which interests of yours are not reasonably met with this proposal?"
  - ☐ "What else seems wrong or is missing from the draft? Why are these things important to you?"
  - ☐ "Why might that make more sense than what is there?"
  - ☐ "Do you have other ideas for improvement? What are your reasons for suggesting these items? What key unmet interests do they address?"
- ☐ let drafter make revisions / refine the text transparently by noting what has been done and why, mark document as „draft" and bring it back to the negotiators
- ☐ if still no agreement on the draft document:
  - ☐ "Understanding why you would like this particular interest met, but given that it has become clear that it is in direct conflict with others' interests, why should meeting your interest here take priority over meeting theirs? What standards of fair process might we apply to deciding this?

52 ☐ Prepare the implementation of the successful agreement

- ☐ Who are the implementers in your company?
- ☐ help implementers truly understand the agreement
  - ☐ Have you shared the contract?
    - ☐ Yes
    - ☐ No
  - ☐ Have you highlighted the key points?
    - ☐ Yes
    - ☐ No
  - ☐ Have you documented your and the other party's core interests behind important terms?
    - ☐ Yes
    - ☐ No

- ☐ Have you shared the intent behind terms where it might not be clear?
  - ☐ Yes
  - ☐ No

☐ forward implementers about potential future conflicts

- ☐ Have you noted where (and why) there was significant contention during the negotiation around a particular issue or term?
  - ☐ Yes
  - ☐ No
- ☐ Have you pointed out key areas where there was uncertainty in the negotiation about how to deal with a core issue or difference between the parties?
  - ☐ Yes
  - ☐ No
- ☐ Have you highlighted areas where the issue or term creates, leaves open, or tries to manage some substantial risk for either or both parties?
  - ☐ Yes
  - ☐ No
- ☐ Have you documented any areas where you are worried about the other party living up to their commitments and any areas where they seem worried about you living up to your commitments?
  - ☐ Yes
  - ☐ No

☐ assist implementers in managing the ongoing relationship with your counterpart

- ☐ Have you shared what you've learned from the negotiation about how the other party's organization operates?
  - ☐ Yes
  - ☐ No
- ☐ Have you highlighted key differences between your and their priorities, methods, ways of interacting, values etc.?
  - ☐ Yes
  - ☐ No
- ☐ Have you informed the implementers about any relationship tensions, difficult people in your counterpart's organization, great people with whom to work, particularly strong and helpful relationships between certain people in your organization and certain people in the other organization?
  - ☐ Yes
  - ☐ No

- ☐ Have you passed on any insights into who influences whom in the other organization, about what kinds of issues, and in what ways (= your updated relationship map)
  - ☐ Yes
  - ☐ No
- ☐ help implementers get started
  - ☐ Have you made introductions between your implementers and key people in your counterpart's organization?
    - ☐ Yes
    - ☐ No
  - ☐ Have you highlighted near-term goals, activities to launch, commitments to be fulfilled, deadlines etc.?
    - ☐ Yes
    - ☐ No
  - ☐ Have you noted any key dependencies between what your counterpart needs to do and what your implementers need to do, and especially between what you and your counterpart committed to do?
    - ☐ Yes
    - ☐ No
  - ☐ Have you shared the term of how both parties will be measuring near-term success?
    - ☐ Yes
    - ☐ No

53 ☐ Evaluation Meetings

- ☐ after each negotiation session
  - ☐ set up reviews with your negotiation team and update your prep documents (including the network relationship map)
  - ☐ make sure each time that you step back, diagnose, and make active choices about how you want to reshape the conversation
  - ☐ Are you trying to persuade the right person?
  - ☐ What choice believes your counterpart you're asking him/her to make?
- ☐ after the final agreement
  - ☐ For the PREPARING: ask yourself
    - ☐ What worked well? Why? What should you continue doing next time?

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- ☐ What didn't worked well? Why? What should you do differently next time?

- ☐ Where did you get stuck in the negotiation? Why? Were you able to work your way out? How did you do it?

- ☐ Were there things your counterpart (or his/her organization) did from which you might learn?

- ☐ Are there new interests, creative options, persuasive standards, or effective game-changing moves that you might want to capture to use again or share with colleagues who have similar kinds of negotiations?

☐ For the CONDUCTING: ask yourself

- ☐ What worked well? Why? What should you continue doing next time?

- ☐ What didn't worked well? Why? What should you do differently next time?

- ☐ Where did you get stuck in the negotiation? Why? Were you able to work your way out? How did you do it?

- ☐ Were there things your counterpart (or his/her organization) did from which you might learn?

- ☐ Are there new interests, creative options, persuasive standards, or effective game-changing moves that you might want to capture to use again or share with colleagues who have similar kinds of negotiations?

☐ For the MAKING MIDCOURSE CORRECTIONS: ask yourself

- ☐ What worked well? Why? What should you continue doing next time?

- ☐ What didn't worked well? Why? What should you do differently next time?

- ☐ Where did you get stuck in the negotiation? Why? Were you able to work your way out? How did you do it?

- ☐ Were there things your counterpart (or his/her organization) did from which you might learn?

- ☐ Are there new interests, creative options, persuasive standards, or effective game-changing moves that you might want to capture to use again or share with colleagues who have similar kinds of negotiations?

☐ For the CLOSING IT OUT: ask yourself

- ☐ What worked well? Why? What should you continue doing next time?

- ☐ What didn't worked well? Why? What should you do differently next time?

- ☐ Where did you get stuck in the negotiation? Why? Were you able to work your way out? How did you do it?

- ☐ Were there things your counterpart (or his/her organization) did from which you might learn?

- ☐ Are there new interests, creative options, persuasive standards, or effective game-changing moves that you might want to capture to use again or share with colleagues who have similar kinds of negotiations?

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- ☐ get guidance through the reflection process (in form of a meeting with)
  - ☐ neutral third party (e.g. Shadow/Ghost Negotiator)
  - ☐ colleagues from your company involved in the negotiation
  - ☐ anyone who was in the room
  - ☐ those who played an important role in the background/ behind the scenes
- ☐ Get document everything discussed in your review session (prescriptively) and translate what you have learned into advice to use next time. Capture them in a way that others who were not part of the negotiation can understand them.

ADDITIONAL: IN EVERY NEGOTIATION SESSION

- ☐ Don't get defensive if your counterpart reacts negatively.
- ☐ Be assertive, empathetic and open to persuasion.
- ☐ Be prepared for the option phase to take a while, sometimes multiple sessions.
- ☐ Don't play the counterpart's hard bargaining game yourself.
- ☐ Stay away from the question who's right.
- ☐ If your counterpart feels offended or hurt by something you said, but you didn't mean it that way:
  - ☐ DON'T try to correct the impression/your counterpart's perception and demonstrating what you did intend to say
  - ☐ address the impact you might have had
  - ☐ explore your counterpart's feelings as a result of what you did or said
  - ☐ test what you think your impact might have been
    - ☐ "While it was not my intent, I fear that I did yesterday ended up putting you in an embarrassing situation."
    - ☐ "I am truly worried that what I said sounded like I was criticizing xy, when I didn't mean to."
    - ☐ "You're clearly hurt. What are some ways we might fix this?"
  - ☐ open up the conversation, explore unintended results, let the counterpart talk, show empathy and understanding and never hesitate to apologize for the impact
- ☐ What words or behaviors seem to provoke your counterpart?

- ☐ In M&A Negotiations
  - ☐ analyze and understand the boundaries of both companies (pre-merger identities)
  - ☐ negotiate at an early point the transitional identity, as an instrument in implementing further integration

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