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## ROLE-PLAY SIMULATION ON BUYER-SELLER KNOWLEDGE TRANSFER

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Murillo de Oliveira Dias<sup>1</sup>, Sergio Murta de Andrade<sup>2</sup>, Marcos Rogerio Cardoso da Silva<sup>3</sup>, Glauber Corrêa Netis Teles<sup>4</sup>, Bartolomeu Herbert Bezerra de Mello<sup>5</sup>, Rogério Martins Moura<sup>6</sup>, Allan Danilo Paiva Salazar<sup>7</sup>, Luís Marcelo Sotoriva<sup>8</sup>, Antonio Cesar Esteves Mariotti<sup>9</sup>, Candido Cristino Luquez Marques Filho<sup>10</sup>

<sup>1</sup>Coordinator of DBA Programs at Fundação Getulio Vargas, Brazil

<sup>1</sup>Corresponding e-mail: [murillo.dias@fgv.br](mailto:murillo.dias@fgv.br) // [agenda.murillo@gmail.com](mailto:agenda.murillo@gmail.com)

<sup>2,3,4,5,6,7,8,9,10</sup>Escola de Comando e Estado Maior do Exército Brasileiro (ECEME). Pça General Tibúrcio, 125, Urca, RJ, Brazil

<sup>1</sup>Fundação Getulio Vargas, Brazil - Praia de Botafogo 190, Rio de Janeiro, Brazil, ZIP Code 22250900

### ABSTRACT

*This article addressed Brazil's buyer-seller knowledge transfer negotiation case, aiming to improve the negotiation skills of business negotiators, scholars, and practitioners through a two-party, multiple-issue role-play simulation. The case involved a private chemical detector sales representative, and a government hospital, regarding the knowledge transfer on low and middle complexity maintenance services. Key findings pointed out the necessity of improving integrative strategies, such as understanding the other party's underlying interests, value creation to achieve mutual benefit agreements. Further implications suggest the case replication to other business scenarios such as governmental acquisitions. A full set of instructions, lessons learned, and applications compile the present work.*

**Keywords:** Teaching materials, chemical detector, buyer-seller, integrative, Negotiation

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### INTRODUCTION: -

Knowledge transfer or sharing between commercial companies is always a sensitive issue because some information is considered too critical to be shared, especially if it leaks to the market (Dalkir, 2011). Therefore, we designed and presented a two-party role-play simulation on buyer-seller, Type II negotiation (Dias, 2020). This article addressed a single case on the chemical detector acquisition negotiation contract between a private sales representative, hereafter PST, and a State-Owned Company, SOE. The original names were changed due to compliance reasons and to protect the real identities of the parties. The case is the unit of analysis (Yin, 1988). The names of the companies were altered for compliance issues, including the names of the participants, omitted to preserve the case confidentiality. However, the case is real, and the Negotiation ended in 2020. Therefore, in real life, the contract is governed by Law 14.133/21, from 1 April 2021 (Brasil, 2021), ruling governmental acquisitions.

The article comprises a complete set of teaching notes and instructions (see the Appendixes). We aimed to provide

teaching material on buyer-seller Negotiation, including knowledge transfer, support to teachers, scholars, lawyers, professors, instructors, mediators, decision-makers, and practitioners. Role-play simulations have attracted scholar attention recently (Dias, Lopes, Teles, Pereira and Castro, 2020; Dias, 2020, 2019; Dias & Lopes, 2019; Dias & Teles, 2018; Dias & Duzert, 2017; Dias & Navarro, 2017).

Negotiation is defined as “a process in which individuals work together to formulate agreements about the issues in dispute. This process assumes that the parties involved are willing to communicate and to generate offers, counter-offers, or both.” (Rubin and Brown, 1975, p.461). It is also the use of “information and power to affect behavior within a “web of tension.” (Cohen, 1980, p.4). Negotiation is a “form of decision making in which two or more parties talk with one another in an effort to resolve their opposing interests (Pruitt, 1981, p. xi). Negotiation has been intensely investigated over the last 50 years (Raiffa, 1982; Cohen, 1980; Sebenius, 1992; Ury, 2015; Susskind & Field, 1996; Moore, 2003; Fisher Ury and Patton, 1981; Salacuse, 2008; Duzert and Zerunyan, 2015; Susskind & Cruikshank, 1987; Dias, 2020, 2020b, 2019). We followed Dias (2020), regarding the negotiation types. Figure 1 depicts the Four-Type Negotiation Matrix, useful to portrait the negotiation according to the number of parties and the number of issues involved in a given negotiation process (Dias, 2020), as follows:

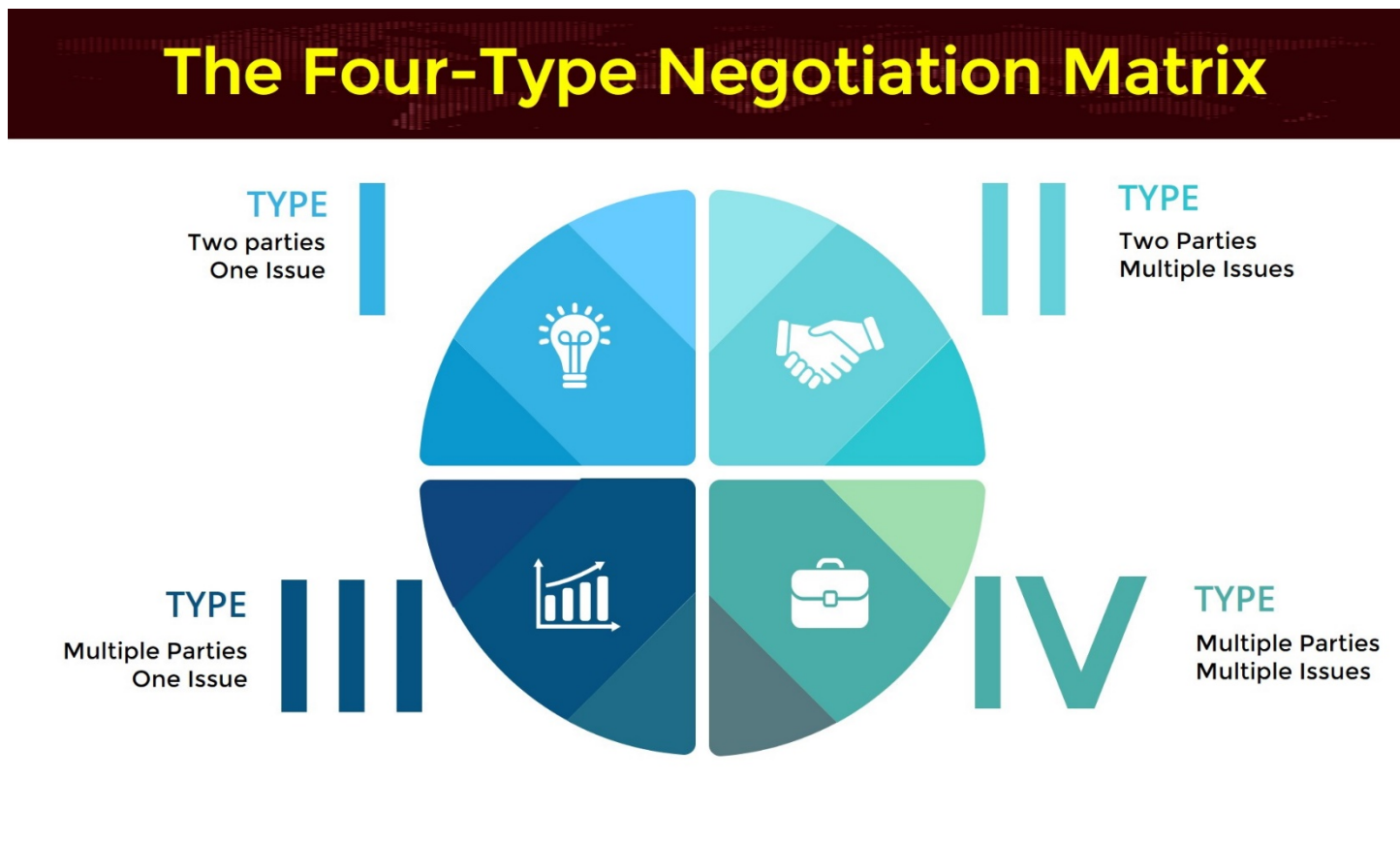


Figure 1: The Four-Type Negotiation Matrix. Source: Dias, 2020. Reprinted under permission.

The case under review encompasses a negotiation Type II, whereas two parties, a buyer and a seller, negotiate about the acquisition of chemical detectors along with the knowledge transfer, as described in the upcoming sections. Next, the methods and research design, and limitations are presented.

**METHODS AND RESEARCH LIMITATIONS: -**

This study is a buyer-seller negotiation case between a Brazilian state-owned company, and a private sales representative, as the unit of analysis (Yin, 1988). We followed the interpretivistic approach and the inductive rationale. The present research is limited to the Brazilian government acquisition legislation, namely Law 14.133/21 (Brasil, 2021). Other countries and laws should be investigated separately. This case is also limited and supported by Goffman's dramaturgical theory (1959, 1961) and Karpman's drama triangle (Karpman, 1968).

## ROLE PLAY SIMULATION: BUYER SELLER NEGOTIATION: -

Two parties, (i) the chemical detector salesperson and the (ii) buyer of the SOE, engaged in a negotiation process to acquire two chemical detection instruments, which detect residual levels of chemical hazards (e.g., Chemical Warfare Agents (CWAs), Toxic Industrial Chemicals (TICs), among other chemicals, at levels far below what would affect the human body. The chemical detectors are known for their accuracy and reliability. In addition, chemical sensors generate meager false alarm rates, offering reliable results. The instruments use state-of-the-art mass spectrometry technology to detect, analyze, identify, and confirm explosives, drugs, CWAs, TICs, environmental pollutants, and a wide range of other chemicals in the air, liquid, and solid samples. Two chemical detectors were acquired altogether with maintenance services from the Original Equipment Manufacturer (OEM), regarding the activities of (i) technical inspection, (ii) disassembly, (iii) preventive and corrective maintenance, (iv) assembly, (v) calibration and (vi) certification of equipment, (vii) supply of parts for maintenance, (viii) updating a technical library for identification of new chemical agents, (ix) supply of digital parts catalog, (x) technical assistance and (xi) training with the provision of technical maintenance manuals. The deadlines for maintenance are those provided for in Table 1, as follows:

Table 1  
*Number of hours to be contracted for the Chemical Detectors:*

Type of Service	time (h)
Inspections and delivery and receiving activities, including technical safety checks	2,5
Preventive maintenance (minimum)	8
Filling in the technical documentation (registration book)	0,5
Calibration	2
<b>TOTAL</b>	<b>13</b>

The justification is based on ensuring the full functioning and training of personnel for maintenance and operation of equipment and the supply of all materials necessary for the execution of these services, illustrated in Table 2, as follows:

Table 1  
*Estimated values for contracted raw materials and services*

Type	Duration	Value
Services	12 months	R\$ 300.000,00
Inputs	12 months	R\$ 100.000,00

Warranty and technical assistance: 12 (twelve) months after maintenance, the quality and satisfactory performance of equipment against defects, without burden to your Charlie Hospital Unit, provided that operated according to the procedures provided for in technical standards and own. There are five subjects negotiated: (i) supplies, (ii) tooling, (iii) facilities, (iv) staff, and (v) training (for which the manufacturer's technical manuals are required).

## **DISCUSSION: -**

This case is a particular buyer-seller negotiation case designed for face-to-face classroom interactions or executive training sessions. However, due to the COVID-19 pandemic, it can also be adapted to virtual classes, in which parties should engage remotely in the Negotiation. The present role-play simulation has implications in the following fields of study, not limited to (i) retail business (Dias, M. et al., 2015; Dias, M. et al., 2015, 2014, 2012); (ii) craft beer industry (Dias, M. and Falconi, 2018; Dias, M. , 2018); (iii) streaming video industry, such as Netflix (Dias, M. , & Navarro, 2018); (iv) e-business negotiation (Dias, M. & Duzert, 2017); (v) carmaker industry (Dias, M. , Navarro and Valle, 2013, Dias, M. , et al., 2014; Dias, M. , et al., 2013); (vi) non-market forces (Dias & Navarro, 2018); (vii) governmental business relations (Dias, M. & Navarro, 2017); (viii) Non-governmental organizations (Paradelá,; Dias, M.; Assis; Oliveira, J.; Fonseca, R. (2019); (ix) generational interactions negotiations (Aylmer & Dias, M. , 2018); (x) public agents (Dias, M. , 2018); (xi) aircraft manufacturer industry (Dias, M., Teles, and Duzert, 2018; Dias, M. and Duzert, 2018); (xii) mining industry (Dias, M., & Davila, 2018); (xiii) debt collection negotiations (Dias, M., 2019, 2019b; Dias, M. and Albergarias, 2019); (xiv) public projects (Dias, M., 2016), among others.

The role-play simulation is limited to an artificial scenario, the classroom, or virtual classes, where the students may perform differently from real life in a more cooperative environment. Therefore, it is interesting to bring real-life case scenarios into discussion within the debriefing session. In the appendixes, a complete set of case application instructions and teaching notes is presented.

## **FUTURE RESEARCH AND CASE LIMITATIONS**

The present teaching material is limited to a Type II negotiation. For future research, we encourage investigating other types of negotiations, such as Types I, III, and IV. Each type should be investigated separately or in groups.

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## APPENDIX I

### Teaching notes

**Scenario:** the case illustrates the difficulties faced by the parties to share knowledge on a buyer-seller negotiation. For other countries, different laws and particular issues, such as different negotiation processes, should be considered.

**Mechanics:** parties should take 30 min to 1 hour to read the case and to prepare themselves to negotiate. Negotiation mapping is strongly encouraged to be used additionally to help planning the negotiation—30 min to 1 hour of negotiation plus 30 to one-hour debriefing session. In total, one hour and a half to three hours' total time for this exercise.

**Major Lessons:** to migrate from distributive into integrative negotiations; to map and focus on underlying interests; to practice empathy towards each other; to protect information with secrecy clause on contracts; to develop promptness in creating mutual value to be later distributed.

**Objectives:** this exercise intends to discuss the role of lawyers in a distributive, Type II negotiation, involving two parties



and multiple issues.

<b>MAIN FEATURES</b>	
<b>Time required</b>	1 hour – 2 hours
<b>Number of participants</b>	2 parties, buyer and seller
<b>Groups involved</b>	No
<b>Agent present</b>	No
<b>Third part present</b>	No

**APPENDIX II**

**PART 1**

**◆◆ Buyer ◆◆**

**GENERAL INFORMATION**

You're the buyer of the chemical detector at your Charlie Hospital Unit. Chemical detection products detect residual levels of chemical hazards (e.g., Chemical Warfare Agents (CWAs), Toxic Industrial Chemicals (TICs), etc.) at levels far below what would affect the human body. Known for their accuracy and reliability, chemical sensors generate very low false alarm rates, offering results you can rely on. The instruments use state-of-the-art mass spectrometry technology to detect, analyze, identify and confirm the presence of explosives, drugs, CWAs, TICs, environmental pollutants and a wide range of other chemicals in air, liquid and solid samples.

You are responsible for contracting maintenance services on two (2) Mac GYVER chemical detectors from the company's MANUFACTURE FG GUMPER, comprising the activities of (i) technical inspection, (ii) disassembly, (iii) preventive and corrective maintenance, (iv) assembly, (v) calibration and (vi) certification of equipment, (vii) supply of parts for maintenance, (viii) updating technical library for identification of new chemical agents, (ix) supply of digital parts catalog, (x) technical assistance and (xi) training with the provision of technical maintenance manuals.

The deadlines for maintenance are those provided for in Table 1 below, counted from the delivery of the detectors by FG GUMPER, to its Charlie Hospital Unit:

Table 2  
*Number of hours to be contracted for MAC GYVER Chemical Detectors:*

<b>Type of Service</b>	<b>time (h)</b>
------------------------	-----------------

Inspections and delivery and receiving activities, including technical safety checks	2,5
Preventive maintenance (minimum)	8
Filling in the technical documentation (registration book)	0,5
Calibration	2
<b>TOTAL</b>	<b>13</b>

The justification is based on ensuring the full functioning and training of personnel for maintenance and operation of equipment and the supply of all materials necessary for the execution of these services, the prices of which are illustrated in Table 2, as follows:

Table 3  
*Estimated values for contracted insum and services*

Type	Duration	Value
Services	12 months	R\$ 300.000,00
Inputs	12 months	R\$ 100.000,00

**WARRANTY AND TECHNICAL ASSISTANCE:** 12 (twelve) months after maintenance, the quality and satisfactory performance of equipment against defects, without charge to your Charlie Hospital Unit, provided that operated according to the procedures provided for in technical standards and own.

Of the five (05) subjects to be negotiated - remembering that prices, deadlines and guarantees have already been agreed, there is agreement in the first four (items i to iv), i.e. (i) supplies, (ii) tooling, (iii) facilities, (iv) staff and (v) training (for which the manufacturer's technical manuals are required). Therefore, you will trade the item (v) only. This is a Type II negotiation (two parties and multiple subjects).

### **CONFIDENTIAL INFORMATION**

As for training, you want the salesperson to train their personnel to perform low and medium complexity maintenance on equipment, while high complexity maintenance would remain performed by FG GUMPER. To do so, it would also be necessary for the seller to provide the technical manuals of the equipment. You know, however, that FG GUMPER wants to keep with it all levels of maintenance, as well as not provide the manufacturer's

manuals, because it understands that there would be a risk of leakage of sensitive information to competitors. The impasse was created. In summary, you have the following options, alternatives and ZOPA to negotiate with the FG GUMPER seller:

**OPTIONS:**

**Option 1:** ZOPA between 30 and 50% of the degree of complexity of maintenance tasks.

**Option 2:** Use manufacturer's manuals or customized for training.

**Option 3:** contract with or without confidentiality clause in order to protect sensitive data.

**ALTERNATIVES:**

Acquire the chemical detection equipment from competitors Alpha or Bravo, which are more expensive.

You are willing to assign as long as a specific manual is created for your Charlie Hospital Unit and you are willing to include a confidentiality clause regarding the protection of sensitive data. His alternative was not encouraging at all, as Alpha and Bravo are more expensive. Get ready to negotiate with the seller.



**PART 2**

◆◆ **SELLER** ◆◆

**GENERAL INFORMATION**

You're the chemical detector salesman for Charlie Hospital Unit. Chemical detection products detect residual levels of chemical hazards (e.g.,Chemical Warfare Agents(CWAs),Toxic Industrial Chemicals (TICs),etc.) at levels far below what would affect the human body. Known for their accuracy and reliability, chemical sensors generate very low false alarm rates, offering results you can rely on. The instruments use state-of-the-art mass spectrometry technology to detect, analyze, identify and confirm the presence of explosives, drugs, CWAs, TICs,environmental pollutants and a wide range of other chemicals inair, liquid and solid samples.

You are responsible for providing maintenance services in 2 (two) Mac GYVER chemical detectors of the company FG GUMPER, comprising the activities of (i) technical inspection, (ii) disassembly, (iii) preventive and corrective maintenance, (iv) assembly, (v) calibration and (vi) certification of equipment, (vii) supply of parts for maintenance, (viii )updatingtechnical library for identification of new chemicalagents, (ix) supply of digitalparts catalog, (x) technical assistance and (xi) training with the provision of technical maintenance manuals.

The deadlines for maintenance are those provided for in Table 1, hereinafter, counted from the delivery of the detectors by FG GUMPER, your company, to the Charlie Hospital Unit in question:

Table 4

*Number of hours to be contracted for MAC GYVER Chemical Detectors:*

Type of Service	time (h)
-----------------	----------

Inspections and delivery and receiving activities, including technical safety checks	2,5
Preventive maintenance (minimum)	8
Filling in the technical documentation (registration book)	0,5
Calibration	2
<b>TOTAL</b>	<b>13</b>

The justification is based on ensuring the full functioning and training of personnel for maintenance and operation of equipment and the supply of all materials necessary for the execution of these services, the prices of which are illustrated in Table 2, as follows:

Table 5  
*Estimated values for contracted insum and services*

Type	Duration	Value
Services	12 months	R\$ 300.000,00
Inputs	12 months	R\$ 100.000,00

**WARRANTY AND TECHNICAL ASSISTANCE:** 12 (twelve) months after maintenance, the quality and satisfactory performance of equipment against defects, without burden to your Charlie Hospital Unit, provided that operated according to the procedures provided for in technical standards and own.

Out of the five (05) subjects to be negotiated - remembering that prices, deadlines and guarantees have already been agreed, there is agreement in the first four (items i to iv), i.e. (i) supplies, (ii) tooling, (iii) facilities, (iv) staff and (v) training (for which the manufacturer's technical manuals are required). Therefore, you will trade the item (v) only. This is a Type II negotiation (two parties and multiple subjects).

### **CONFIDENTIAL INFORMATION**

Regarding the item (v) training, the buyer informed that he wants the staff of his own Charlie Hospital Unit to perform the maintenance of low and medium complexities of the equipment, while the maintenance of high complexity would remain being performed by FG GUMPER.

To do so, it would also be necessary for you to provide the technical manuals of the equipment, which is unacceptable, because the technical manuals contain sensitive information about the equipment, which could cause damage to your company's business, if they fall into the wrong hands. In addition, you know that the buyer's alternatives boil down to the acquisition of chemical detectors from competitors Alpha and Bravo, which do not deliver manufacturer's manuals for the same reason and are more expensive than FGV GUMPER. Also because the training of its staff is quite complex and expensive to be absorbed by the value of the contract. Are your options, alternative and ZOPA:

**OPTIONS:**

**Option 1:** ZOPA between 20 and 40% of the degree of complexity of maintenance tasks.

**Option 2:** Use manufacturer's manuals or customized for training.

**Option 3:** contract with or without confidentiality clause in order to protect sensitive data.

**ALTERNATIVES:**

Sell chemical detection equipment to Echo and Foxtrot Hospital Units

You are fully aware that this contract with Charlie Hospital Unit is very important to you and FG GUMPER, and you are willing to make concessions as long as reasonable. You also know that a bad deal or no deal with Charlie Hospital Unit can thwart your ambitions to close similar deals with echo and foxtrot hospital units. Get ready to negotiate with the buyer of Charlie Hospital Unit.



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