Global Scientific JOURNALS

GSJ: Volume 9, Issue 1, January 2021, Online: ISSN 2320-9186
www.globalscientificjournal.com

TEACHING MATERIALS ON BRAZILIAN PRIVATE COMPANIES: SOFTWARE CONTRACT NEGOTIATION

Dr. Murillo de Oliveira Dias[1], Flavio Waltz[2], Barbara Yuri Oliveira[3]

[1]Coordinator of DBA Programs at Fundação Getulio Vargas, Brazil
[1]Corresponding e-mail: murillo.dias@fgv.br // agenda.murillo@gmail.com
[1,2]Fundação Getulio Vargas, Brazil - Praia de Botafogo 190, Rio de Janeiro, Brazil, ZIP Code 22250900

ABSTRACT

This article addressed an IT integrated solution contract negotiation case in Brazil, aiming at improving the negotiation skills for negotiators, contractors, and service providers on software negotiations, managers, and other practitioners, through Type II negotiation, two-party, multiple-issue role-play simulation. The case involved a packaging company and an IT manufacturer within a six-month negotiation. Key findings pointed out the necessity of improving value creation strategies, such as structured planning negotiation, to achieve mutual benefit deals. Case implications suggest the investigation of distinct business scenarios. Discussion and future research recommendations comprise the present study.

Keywords: Negotiation, Software, Contractor, service provider, Teaching materials

INTRODUCTION: -

The negotiation took place in Rio de Janeiro, Southeast Brazil. The companies' names were altered for compliance issues, including the names of the participants, omitted to preserve the case confidentiality. Moreover, the negotiation lasted six months, ended in December 2020. The contract was in force when this article was written.

The current study addresses the buyer-seller negotiation between two parties and multiple issues in a Type II negotiation (Dias, 2020). It presents a full set of teaching materials on software contract negotiation, supporting negotiators, buyers, sellers, practitioners, and managers.

Teaching materials on business negotiations have attracted scholar attention (Dias, 2020, 2019; Dias, Lopes, Teles, Pereira and Castro, 2020; Dias & Lopes, 2019; Dias & Teles, 2018; Dias & Duzert, 2017; Dias & Navarro, 2017).

In this article, negotiation is defined as a "process of communication by which two or more parties seek to advance their interests or those of the persons they represent through an agreement on the desired future action." (Salacuse, 2003, p. 11)

The Four-Type negotiation matrix (Dias, 2020) was adopted because it provides a sound model for negotiation classification, encompassing past body of research on the subject (Dias, 2020; Raiffa, 1982; Fisher Ury and Patton, 1981; Sebenius, 1992; Ury, 2015; Susskind & Field, 1996; Salacuse, 2008; Rinehart & Page, 1992; Pruitt & Rubin,1986). In sum, this is a buyer-seller negotiation between two-parties and multiple issues, or Type II negotiation, as illustrated in the following

Figure 1:

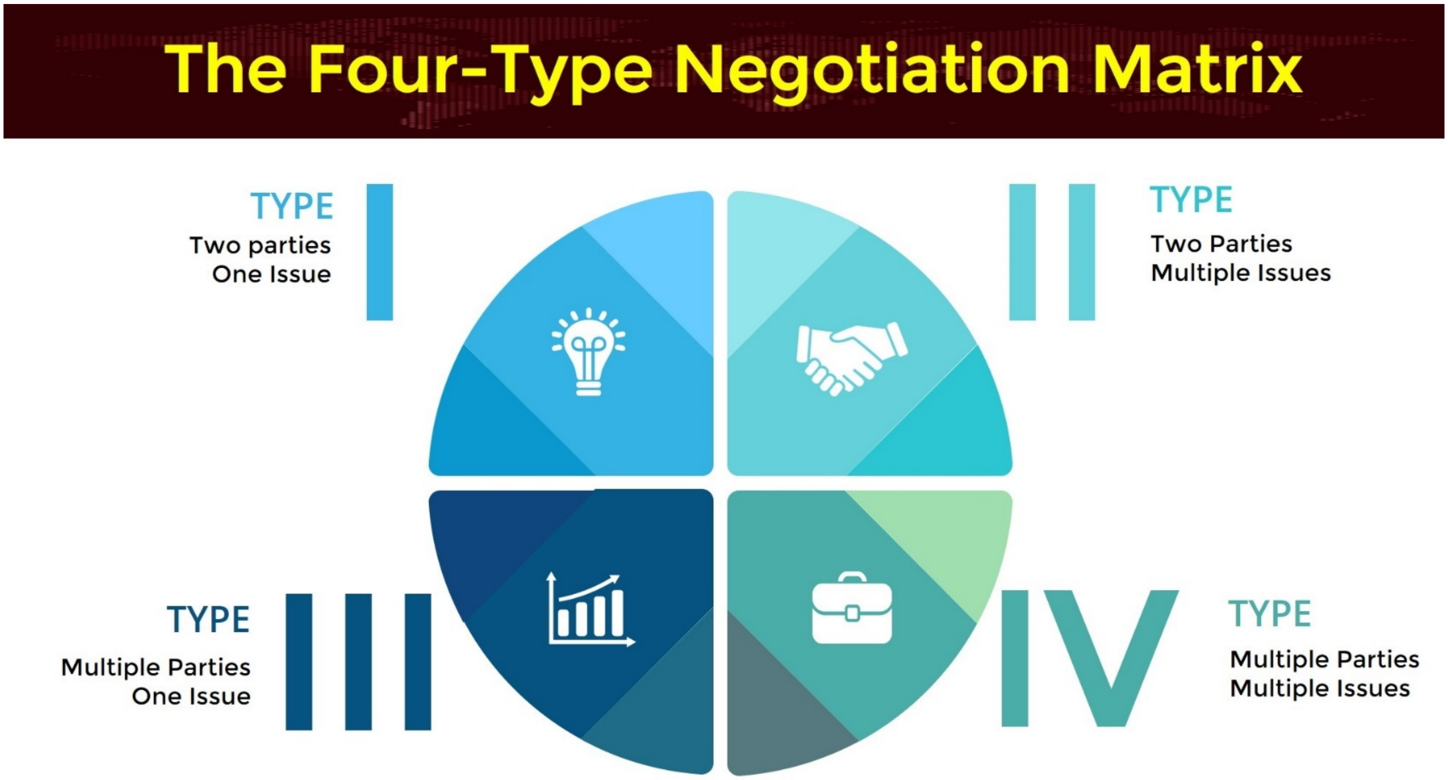

Figure 1: The Four-Type Negotiation Matrix. Source: Dias, 2020. Reprinted under permission.

Despite the real negotiation involved multiple parties and multiple issues, Or Type IV Negotiation (see Figure 1), involving a six-month negotiation process, for academic purposes, the teaching case is limited to the final contract negotiation between two parties, multiple issues, or Type II Negotiation (Dias, 2020).

In the next section, we present the methods and case limitations.

METHODS AND RESEARCH LIMITATIONS: -

This study is a buyer-seller contract negotiation case between a software provider, and an incorporated company, as the analysis unit (Yin, 1988). In this article, the inductive rationale and interpretivistic approach were taken into consideration. The present research is limited to a Brazilian business negotiation. Other countries or businesses should be investigated separately. This case is also limited and supported by Goffman's dramaturgical theory (1959, 1961), in which parties play their roles as actors, performing life case scenarios as stages, such as a drama.

ROLE PLAY SIMULATION: SOFTWARE CONTRACT NEGOTIATION: -

The role-play simulation starts with the incorporated company manager, the contractor represented by the company named Packing Inc., and the manager of the XDR Service Provider (SP). Both are assumed names in order to safeguard the confidentiality of their identity for compliance purposes.

In the role-play simulation, the negotiation is narrated from six months ago to date. Both parties have already discussed and refined the deal with their counterparts about creating an integrated solution - from the compact controller up to high-end control solutions for their industrial plants. Parties one and two are presented in the Appendix section.

After six months of comings and goings, both parties have to negotiate three issues: (i) the total amount of the project, between $400,000 to $435,000; (ii) full payment of the debt, or in two installments (85 plus 15 percent), and (iii) intellectual property rights; exclusive licensing agreements for computer software, on patents, copyright, design rights, trademarks, and other legally protected rights. The contractor wants to retain ownership of the source code, while the software provider wants joint ownership of intellectual property rights. The case mechanics and a full set of teaching instructions are shown in Appendix I.

The role-play simulation was designed ultimately to provoke a debate on the buyer seller negotiation multiple issues, such as payments conditions, intellectual property ownership about the source code, and the total amount of the agreement, on a six-month, multiple round, multiple issues negotiation. In the next section, we discuss in detail the particulars of the role-play simulation.

DISCUSSION: -

This role-play simulation is a particular case of buyer-seller negotiation, designed for face-to-face classroom interactions or executive training sessions. However, due to the coronavirus pandemic, it was adapted to virtual classes, in which parties should engage remotely in the negotiation, by phone or video calls.

The present role-play simulation has implications in the following fields of study: (a) debt collection negotiations (Dias, M.O., 2019, 2019b; Dias, M.O. and Albergarias, 2019); (b) retail business negotiations (Dias, M. O., et al., 2015; Dias, M. O. et al., 2015, 2014); (c) carmaker industry (Dias, M. O., Navarro and Valle, 2013, Dias, M. O., et al., 2014; Dias, M. O., et al., 2013); (d) Craft beer industries (Dias, M.O. and Falconi, 2018; Dias, M. O., 2018); (e) mining industry (Dias, M. O., & Davila, 2018); (f) civil construction (Dias, M.O., 2016); (g) Non-governmental organizations (Paradela,; Dias, M. O.; Assis; Oliveira, J.; Fonseca, R. (2019); (h) aircraft software manufacturer industry (Dias, M., Teles, and Duzert, 2018; Dias, M.O. and Duzert, 2018); (i) software manufacturing industry (Dias, Lopes and Golfetto, 2020); (j) Cooperative societies contract negotiation (k) Dias, 2018; (l) public agents (Dias, M. O., 2018); (m) copier manufacturer industry (Dias, M.O., 2012); (n) non-market forces (Dias & Navarro, 2018); (f) (g); (o) teaching materials on mediation (Dias, M. O. & Teles, 2018); (p) governmental business relations (Dias, M. O. & Navarro, 2017); (q) e-business negotiation (Dias & Duzert, 2017); (r) streaming video industry, such as Netflix (Dias, M. O., & Navarro, 2018), amongst others.

One of the issues discussed here regards the internal versus external negotiation environment as the case backdrop and how vital are the coordination and synergy between the stakeholders from different departments within a company, on both sides, as a critical success factor. The software in question is a complex project, intensively negotiated in many rounds. However, one interesting point to be discussed in class regards the negotiation follow-through: no matter how successful the previous stages were, the results might be catastrophic if the last negotiation round is not well planned and engaged. Consequently, a no-deal followed by the search for a negotiation alternative would result from such an absolute misunderstanding between them.

In sum, all parties should abide for constant alignment meetings, encouraged to share their opinions, and to build exciting propositions for both sides, respecting the underlying interests of the other party, and ultimately devising new solutions aiming at value creation before value distribution (Fisher, Ury, and Patton, 1981).

In the real-life case scenario, virtually all negotiations were held by virtual communication, following the local governments' sanitary restrictions due to the coronavirus pandemic, a particular challenge faced by both parties successfully. One must adapt to survive, especially in times of uncertainties.

The Four-Type Negotiation Matrix proved to be useful for creating negotiation strategies within the case because it provided an amplified view of the negotiation process.

FUTURE RESEARCH AND CASE LIMITATIONS

This case investigated a business negotiation software contract between two parties involving multiple Brazilian scenario issues (Type II Negotiation, see Dias, 2020). Other countries, cultures are encouraged in future studies to be investigated separately. Finally, the study of the impact of the negotiation case applied to the students and training sessions should also be the object of future research.

References

Brasil (1993). *Regulamenta o art. 37, inciso XXI, da Constituição Federal, institui normas para licitações e contratos da Administração Pública e dá outras providências*. Retrieved from http://www.planalto.gov.br/ccivil_03/leis/l8666cons.htm, on 2 June 2020.

Craveiro, & Dias, M. (2019). Case on Brazilian Health Care Unit on Pulmonary Tuberculosis. *Global Scientific Journals, 7*(12), 613-625. doi: 10.11216/gsj.2019.12.32559

Cruz, B.S.; Dias, M. (2020). COVID-19: from Outbreak to Pandemic. *Global Scientific Journals*, *8*(3), 2230-2238. doi: 10.11216/gsj.2020.03.37636

Cruz, B.S.; Dias, M. (2020). Crashed Boeing 737-MAX: Fatalities or Malpractice? *Global Scientific Journals*, *8*(1), 2615-2624. doi: 10.11216/gsj.2020.01.34917

Cruz, B.S.; Dias, M. (2020). Does Digital Privacy Really Exist? When the Consumer Is the Product. *Saudi Journal of Engineering and Technology*, *5*(2), 0-4. doi: 10.36348/sjet.2020.v05i02.00X

Dias, M., Lopes, R., Cavalcanti, G., Golfetto, V. (2020) Role-Play Simulation on Software Contract Negotiation. *Global Scientific Journals*, *8*(6), 1-10. doi: 10.11216/gsj.2020.06.40176

Dias, M. & Navarro, R. (2018). Teaching Materials: Role Play Simulation on Brazilian Government and Non-Market Forces Negotiation. *European Journal of Training and Development Studies*, *5*(4), 45-56. doi: 10.6084/m9.figshare.7834415

Dias, M. & Navarro, R. (2018). Teaching Materials: Role Play Simulation on Brazilian Government and Non-Market Forces Negotiation. *European Journal of Training and Development Studies*, *5*(4), 45-56. doi: 10.6084/m9.figshare.7834415

Dias, M. (2012). Two Case Studies on how to Deal Effectively with Fixed plus Variable Costs Contracts. *International Journal of Business and Management Studies*, *1*(3), 505-515. doi: 10.6084/m9.figshare.7832288

Dias, M. (2018) Evolution of Cooperative Societies in Brazil. *International Journal of Community and Cooperative Studies*, *6*(4), 1-11. doi: 10.6084/m9.figshare.7834688

Dias, M. (2018). Heineken Brewing Industry in Brazil. *International Journal of Management, Technology and Engineering, 8*(9), 1304-1310. doi:16.10089/IJMTE2156

Dias, M. (2018). Light Vehicle Vehicle in Rio de Janeiro: Alternative to Public Transportation in Brazil? *Australian Journal of Science and Technology. 2*(4), 187-193. doi: 10.6084/m9.figshare.7833362

Dias, M. (2018). O agente público e a confiança circunstancial: validação do modelo de escala. *International Contemporary Management Review*, *1*(2), 1-17. doi: 10.6084/m9.figshare.7834697

Dias, M. (2018). Theoretical Approaches on Trust in Business Negotiations. *Saudi Journal of Business and Management Studies*, *3*(11), 1228-1234. doi: 10.21276/sjbms.2018.3.11.5

Dias, M. (2019). Air Passenger Transportation in Brazil. *Global Scientific Journals*. *7*(10), 310-317. doi: 10.13140/RG.2.2.26800.71688

Dias, M. (2019). Air transportation in Brazil: Guarulhos International Airport. *South Asian Research Journal of Business and Management*, *1*(4), 182-187. doi: 10.36346/sarjbm. 2019.v01i04.004

Dias, M. (2019). Brasilia International Airport and the Evolution of Civil Aviation in Brazil. *East African Scholars Journal of Economics, Business and Management*, *2*(12), 734-737. doi: 10.36349/EASJEBM.2019.v02i12.038

Dias, M. (2019). Brazilian Legislation on Executive Power: Provisory or Permanent Measures? *Scholars International journal of Law, Crime and Justice*, *2*(10), 336-341. doi: 10.36348/SIJLCJ.2019.v02i10.007

Dias, M. (2019). Current Facts on Brazilian Cooperative Societies. *Global Scientific Journals*, *7*(9), 624-633. doi: 10.13140/RG.2.2.26553.72808

Dias, M. (2019). Is it Worth Competing at the Bargaining Table? *Global Scientific Journals*, *7*(9), 1-14. doi: 10.13140/RG.2.2.11557.45288

Dias, M. (2019). New Structure on Cooperative Societies in Brazil: *International Journal of Management, Technology and Engineering*, *9*(8), 202-214. doi:16.10089/IJMTE.2019.V9I8.19.29123

Dias, M. (2019). People, Process, and Substance: Current Definitions on Negotiation. *International Journal of Commerce and Economics*, *1* (3), 1-9. doi: 10.13140/RG.2.2.15836.95360

Dias, M. (2019). Santos Dumont Airport: Civil Aviation in Rio de Janeiro, Brazil. *Saudi Journal of Engineering and Technology*, *4*(10), 418-421. doi: 10.36348/SJEAT.2019.v04i10.004

Dias, M. (2019). Teaching Materials on Brazilian Dairy Producer Negotiation. *Global Scientific Journals*, *7*(8), 1052-1064. doi: 10.13140/RG.2.2.36690.50881

Dias, M. (2019). Teaching Materials: Role Play Simulation On Individual Business Debt Collection In Brazil. *Global Scientific Journals*, *7*(8), 844-859. doi: 10.11216/gsj.2019.08.26134

Dias, M. (2020) The Four-Type Negotiation Matrix: A Model for Assessing Negotiation Processes. *British Journal of Education, 8*(5), 26-42. doi: 10.6084/m9.figshare.12389627

Dias, M. (2020). Air Transportation in Brazil: São Paulo Congonhas Airport. *Global Scientific Journals*, *8*(2), 3244-3252. doi: 10.11216/gsj.2020.02.35259

Dias, M. (2020). Case on Domestic Air Passenger Transport Market in Brazil. *The Journal of Middle East and North Africa Sciences*, *6*(4), 5-9. doi: 10.13140/RG.2.2.12166.73280

Dias, M. (2020). Fatality, Malpractice, or Sabotage? Case on Craft Beer Poisoning in Minas Gerais, Brazil. *East African Scholars Multidisciplinary Bulletin*, *3*(1), 26-31. doi: 10.36349/EASJMB.2020.v03i01.04

Dias, M. et al. (2014). Dudalina S/A: Case Study on How to Overcome Succession Barriers on a Brazilian Family Business. *Business and Management Review*, *3*(12), 217-229. doi: 10.6084/m9.figshare.7834748

Dias, M. et al. (2015). Brazilian Fashion Business Dudalina S/A: Case Revisited. *International Journal of Business and Management Studies, 4*(1), 11-24. doi: 10.6084/m9.figshare.7834730

Dias, M. et. al. (2014). Domestic Workers' Rights in Brazil: Improvement of Labor Regulation. *Humanities and Social Sciences Review*, *3*(2), 9-21. doi: 10.6084/m9.figshare.7834745

Dias, M. et. al. (2014). FIAT and Chrysler in Brazil: Anatomy of an Alliance. *International Journal of Business and Management Studies*, *3*(1), 1-13. doi: 10.6084/m9.figshare.7834739

Dias, M., (2016). São Francisco River Transposition Civil Work: Challenges to the Brazilian Economy. *The International Journal of Business & Management*. *4*(12), 65-70. doi: 10.6084/m9.figshare.7834724

Dias, M., and Aylmer, R. (2018) Are the generational interactions in the Brazilian workplace different from other countries? *Global Journal of Human Resource Managemen*t, 6(1), 9-25. doi: 10.6084/m9.figshare.7834634

Dias, M., Duzert, Y. (2016). Fiat Chrysler Automobiles in Brazil: Alliance Consolidated. *The International Journal Of Business & Management*, *4*(2), 160-166. doi: 10.6084/m9.figshare.7834733

Dias, M., Falconi, Davi. (2018), The Evolution of Craft Beer Industry in Brazil. *Journal of Economics and Business, 1*(4), 618-626. doi: 10.31014/aior.1992.01.04.55

Dias, M., Lopes, R. (2019). Rail Transportation in Brazil: Challenges and Opportunities. *Arabian Journal of Business and Management Review (Kuwait Chapter)*, *8*(4), 40-49. doi: 10.13140/RG.2.2.27687.70568

Dias, M., Lopes, R. (2020) Will the COVID-19 Pandemic Reshape our Society? *EAS Journal of Humanities and Cultural Studies* (*EAS J Humanit Cult Stud*). *2*(2), 93-97. doi: 10.36349/EASJHCS.2020.V02I02.013

Dias, M., Lopes, R. (2020). Air Cargo Transportation in Brazil. *Global Scientific Journals*. *8*(2), 4180-4190.doi:10.13140/RG.2.2.30820.32648

Dias, M., Lopes, R. (2020). Case on fatal Ship Failure Services: Onboard. *Arabian Journal of Business and Management Review (Kuwait Chapter)*, *9*(1), 10-19 doi: 10.13140/RG.2.2.14280.26887

Dias, M., Lopes, R. (2020). Case on Leading Commercial Aircraft in the Brazilian Domestic Aviation Market. *International Journal of Academic Research in Accounting, Finance and Management Sciences, 10*(1), 165-171. doi: 10.6007/IJARAFMS/v10-i1/7064

Dias, M., Lopes, R., Teles, A. (2020) Could Boeing 737 MAX Crashes be Avoided? Factors that Undermined Project Safety. *Global Scientific Journals*, *8*(4), 187-196. doi: 10.11216/gsj.2020.04.38187

Dias, M., Lopes, R., Teles, A. (2020) Will Virtual Replace Classroom Teaching? Lessons from Virtual Classes via Zoom in the Times of COVID-19. *Journal of Advances in Education and Philosophy*, *4*(5), 208-213. doi: 10.36348/jaep.2020.v04i05.004

Dias, M., Lopes, R., Teles, A., Castro, A., Pereira, A. (2020) Teaching Materials on Extrajudicial Settlement Negotiation. *Global Scientific Journals*, *8*(5), 1529-1539. doi: 10.11216/gsj.2020.05.39996

Dias, M., Navarro, R. (2017). O Fator Confiança em Relações Governamentais e sua importância para o futuro da atividade. *Revista Brasileira de Relações Institucionais e Governamentais*, *1*(3), 38-41. doi: 10.6084/m9.figshare.7834697

Dias, M., Navarro, R. (2018). Is Netflix Dominating Brazil? *International Journal of Business and Management Review*. 6, No.1, 19-32, January 2018. ISSN: 2052-6407. doi: 10.6084/m9.figshare.7834643

Dias, M., Navarro, R.; Valle, A. (2013). BMW and Brazilian Federal Government: Enhancing the Automotive Industry Regulatory Environment. *International Journal of Arts and Sciences*, 6(2), 551-567. doi: 10.6084/m9.figshare.7834742

Dias, M., Teles, A. Duzert, Y. (2018) Did Embraer Succeed In Adopting The International Financial Reporting Standards (IFRS) In Brazil? *European Journal of Accounting, Auditing and Finance Research*, 6(2), 51-62. doi: 10.6084/m9.figshare.7834637

Dias, M., Teles, A., Duzert, Y. (2018) Will Boeing Succeed with the Embraer Acquisition Operation, Despite the Brazilian Federal Government Golden Share Veto? *International Journal of Business and Management Review, 6*(2), 55-64. doi:10.6084/m9.figshare.7834718

Dias, M.; (2018). Seven supportive Theories on Negotiation. *Global Journal of Research Analysis*, *7*(11), 493-494. doi:10.15373/22778160. doi: 10.6084/m9.figshare.7834349

Dias, M.; Alves, H.; Pezzella, M. (2016) São Francisco Valley: Vitiviniculture Activities in the Brazilian Unthinkable Semiarid Climate and its Challenges. *International Journal of Business and Management Review* 4(10), 1-13. doi: 10.6084/m9.figshare.7834727

Dias, M.; Aylmer, R. (2018) Is the Brazilian Civil Service reform about to succeed? *Global Journal of Political Science and Administration*, *6*(2), 13-25. doi: 10.6084/m9.figshare.7834694

Dias, M.; Aylmer, R. (2019) Behavioral Event Interview: Sound Method for In-depth Interviews. *Arabian Journal of Business and Management Review (Oman Chapter)*, *8*(1), 1-6. doi:10.13140/RG.2.2.18327.62881

Dias, M.; Craveiro, F. M. (2019). Brazilian Agriculture Cooperative: Vinícola Aurora Case. *International Journal of Management, Technology and Engineering*. *9*(3), 2551-2561. doi: **16.10089.IJMTE/2019.V9I3.19.27743**

Dias, M.; Davila Jr., E. (2018) Overcoming Succession Conflicts in a Limestone Family Business In Brazil. *International Journal of Business and Management Review, 6*(7), 58-73. doi: 10.6084/m9.figshare.7834703

Dias, M.; Duzert, Y. (2017). Teaching Materials: Role Play Simulation on E-Business Negotiation. *European Journal of Training and Development Studies*, *4*(3), 1-15. doi: 10.6084/m9.figshare.7834655

Dias, M.; Duzert, Y. (2017). Teaching Materials: Role Play Simulation on E-Business Negotiation. *European Journal of Training and Development Studies*, *4*(3), 1-15. doi: 10.6084/m9.figshare.7834655

Dias, M.; Duzert, Y. (2019). Teaching Materials: Role Play Simulation on Romantic Involvement In The Workplace. *International Journal of Management, Technology and Engineering*, *9*(1), 124-133. doi:16.10089/IJMTE. 2019.V9I01.18.27418

Dias, M.; Duzert, Y. (2019). Teaching Materials: Role Play Simulation on Romantic Involvement In The Workplace. *International Journal of Management, Technology and Engineering*, *9*(1), 124-133. doi:16.10089/IJMTE. 2019.V9I01.18.27418

Dias, M.; Duzert, Y., Teles, A. (2018). Boeing, Brazilian Federal Government, And Embraer: Golden Share Veto and The Anatomy of a Joint Venture. *International Journal of Business and Management Studies*, *7(*2), 71–80. doi: 10.13140/RG.2.2.14972.18563

Dias, M.; Krein, J.; Streh, E.; Vilhena, J. B. (2018) Agriculture Cooperatives in Brazil: Cotribá Case. *International Journal of Management, Technology and Engineering*, *8*(12). doi:16.10089.IJMTE.2018.V8I12.17.2243

Dias, M.; Lopes, R. (2019). Role Play Simulation on Farm Debt: Brazilian Case. *SSRG International Journal of Humanities and Social Science*, *6*(4), 84-93doi:10.112/gsj.2019.08.26384

Dias, M.; Lopes, R. (2019). Teaching Materials: Role Play Simulation on Small Business Debt Collection In Brazil. *International Journal of Management, Technology and Engineering*, *9*(8), 237-249. doi:16.10089/IJMTE.2019.V9I8.19.29127

Dias, M.; Lopes, R. (2019). The Evolution of Civil Aviation in Brazil: Rio De Janeiro International Airport Galeão/Tom Jobim. *JResLit Journal of Science and technology*, *1*(2), 1-6. doi: 10.13140/RG.2.2.15920.10242

Dias, M.; Lopes, R.; Teles, A. (2020). Air Passenger Transportation: Hartsfield-Jackson Atlanta International Airport. *Journal of Xidian University, 14*(3), 78-84. doi: 10.13140/RG.2.2.32181.42726

Dias, M.; Lopes, Raphael (2019). Role Play Simulation on Farm Debt: Brazilian Case. *SSRG International Journal of Humanities and Social Science, 6*(4), 84-93doi:10.112/gsj.2019.08.26384

Dias, M.; Lopes, Raphael (2019). Teaching Materials: Role Play Simulation on Small Business Debt Collection In Brazil. *International Journal of Management, Technology and Engineering*, *9*(8), 237-249. doi:16.10089/IJMTE.2019.V9I8.19.29127

Dias, M.; Ramos, M. (2018). Credit Cooperatives in Brazil. *International Journal of Science and Research (IJSR)*, *7*(10), 598-603. doi: 10.21275/ART20191901

Dias, M.; Ribeiro, Ana Paula; Lopes, Raphael (2019). When customers do not pay: A Winning Negotiation Case in Brazil. *Journal of Economics and Business*, *2*(2), 431-447. doi: 31014/aior.1992.02.02.99

Dias, M.; Teles, A. (2018). Teaching Materials: Three-Party Role Play Simulation on Brazilian Social Mediation Case. *European Journal of Training and Development Studies*, *5*(4), 10-25. doi: 10.6084/m9.figshare.7834700
Dias, M.; Teles, A. (2018). Teaching Materials: Three-Party Role Play Simulation on Brazilian Social Mediation Case. *European Journal of Training and Development Studies*, *5*(4), 10-25. doi: 10.6084/m9.figshare.7834700
Dias, M.; Teles, Andre (2018). From Animal Traction to LRV: Public Rail Transportation in Rio de Janeiro. *International Journal of Science and Research*, *7*(11), 765-770. doi: 10.21275/ART20192818
Dias, M.; Teles, Andre (2018). General Elections 2018 in Brazil: is Democracy Restored? *International Journal of Advanced Research*, *6*(10), 1253-1264. doi:10.21474/IJAR01/7932
Dias, M.; Teles, Andre (2019). Facts and Perspectives on Craft Brewing Industry in Brazil. *International Journal of Management, Technology and Engineering, 9*(2), 1020-1028. doi:16.10089/IJMTE.2019.V9I21.18.28020

Fisher, R. Ury, W. and Patton, B (Editor). (1981). *Getting to Yes: Negotiating an Agreement without Giving in*. US: Random House.

Karpman, S. (1968). Fairy tales and script drama analysis. *Transactional analysis bulletin*, 7(26), 39-43.

Lax, David. (1985) Optimal Search in Negotiation Analysis. *The Journal of Conflict Resolution*, *29*(3), 456-472.

Lax, D.A., & Sebenius, J.K. (1986). The Manager as Negotiator: Bargaining for Cooperation and Competitive Gain.

Moore, C.W. (2003). *The Mediation Process: Practical Strategies for Resolving Conflict*. San Francisco (California) and London: Jossey-Bass.
Pruitt, D.G. & Rubin, J.Z. (1986). *Social conflict: Escalation, Stalemate, and Settlement*. New York: McGraw-Hill.
Raiffa, Howard. (1982). *The Art and the Science of Negotiation: How to Resolve Conflicts and get the Best out of Bargaining*. Cambridge, MA: Harvard University Press.
Rinehart, L. and Page, T. (1992) The Development and Test of a Model of Transaction Negotiation. *Journal of Marketing*, *56*(4), 18-32.
Salacuse, J. (2008). *Seven Secrets for Negotiating with Government: How to Deal with Local, State, National, Or Foreign Governments – And Come Out Ahead*. New York: Amacom.
Sebenius, J. (1992). Negotiation Analysis: A Characterization and Review. *Management Science*, *38*(1), 18-38.
Susskind, L. and P. Field (1996), *Dealing with an Angry Public: The Mutual Gains Approach to Resolving Disputes*. New York: Free Press.
Susskind, Lawrence; Cruikshank, Jeffrey (2006) *Breaking Roberts Rules: The New Way to Run Your Meeting, Build Consensus, and Get Results*. New York: Oxford Press.
Susskind, Lawrence; Cruikshank, Jeffrey. (1987). *Breaking the Impasse: Consensual Approaches to Resolving Public Disputes*. New York, NY: Basic Books.
Ury, W. (2015). *Getting to Yes with Yourself and Other Worthy Opponents*.MA: Harper Collins.
Yin, R. (1988) *Case Study Research: Design and Methods*. Newbury Park, CA: Sage Publications.

APPENDIX I

Teaching notes

Scenario: the case illustrates the difficulties faced by the parties to avoid a loss of software contract. Different laws and particular issues, such as different negotiation processes, should be considered for other countries.

Mechanics: parties should take 45 min to 1 ½ hour to read the case and prepare themselves to negotiate. Negotiation mapping is strongly encouraged to be used to help plan the negotiation—30 min to 1 ½ hour of negotiation plus 40to one-hour debriefing session. In total, one hour and a half to three hours' total time for this exercise.

Mechanics: parties should take 45 min to 1 ½ 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 ½ hour of negotiation plus 40to one-hour debriefing session. In total, one hour and a half to three hours' total time for this exercise.

Significant Lessons: the case was designed to develop effective strategies to deal with integrative negotiations; to map and focus on underlying interests; to practice empathy towards each other; to develop promptness in creating mutual value to be later distributed.

Objectives: This exercise intends to discuss the role of parties in an integrative, Type III negotiation. That negotiation should be seen not as an intrusion devoted to promoting disruption but as one aid to promote consensus between two different parties. One crucial objective is related to process control.

MAIN FEATURES	
Time required	1 hour – 2 hours
Number of participants	2 parties, contractor and contractee
Groups involved	No
Issues	Three issues
Agent present	No
Third part present	No

APPENDIX II – PARTIES' ROLES

PART 1
♦♦ IT MANAGER XDR COMPANY♦♦

CONFIDENTIAL INFORMATION

You are the company XDR's IT Manager and was called by the representative of the company Packaging Inc. six months ago to talk about a challenge: develop a system to take global stock and all its manufacturing units. At that moment, there was as reference only project form with a macro description of the system (one of the Scanning Master Plan products that Packing Inc. You had hired last year, at which time ten priority initiatives for development were mapped in the next two years).

You received the fact sheet and some technical alignments, but due to the limited information for preparing a proposal of closed scope, you suggested the execution of a conceptual project. After fifteen days of work, you submitted a budget proposal for the conceptual project, but Packing Inc.'s representative disapproved and requested that the details be done in the proposal phase. The value of the proposed conceptual project was $ 30,000 (for execution in 2 months). You conducted a series of meetings and internal alignments and, after a month, sent the budget proposal for the development of the system for Packaging Inc., for $ 250,000. After several alignment meetings, the team began to be assembled to meet the demand of Packing Inc. The budget proposal was revised and reached the value of $ 350,000 because of the increase in the project's scope. Packing Inc. has scheduled a meeting with other interlocutors (IT and processes) to present the solution proposal. Packing Inc. has sent a Technical Specification document for equalization of supplier proposals and defined some IT criteria (architecture) for finalization of the proposal. A month ago, the proposal was revised and reached the value of $ 435,000. The difference in the initial project was due to the increase in the complexity of the project. The discussion then reached the board. You helped the representative of Packing Inc. defend the proposal before its board, helping with the technical arguments due. You learned that Packing Inc. had conducted research with three other competitors (one being disqualified for technical reasons), and its price was the highest of all. However, the representative of Packing Inc. said he would give him the preference, making the following counterproposal: (1) $ 400,000; (2) 85% until project delivery and 15% linked after a warranty period of 6 months, in addition to (3) the intellectual property of all knowledge produced. Its board then sets the limits for trading: (1) ZOPA between $ 435.000 to $ 410,000 (minimum acceptable). (2) 100% of the proposal and (3) intellectual property only of Delivery. In summary:

1- ZOPA: $ 435,000 to $ 410,000
2- Payment: in full (unacceptable two installments, 85% + 15%)
3 - intellectual property: joint intellectual property rights (unacceptable exclusive IP rights)

You have to work hard. The meeting was confirmed only for the following week. You suspect that Packaging Inc. is trying to lower the price with the competition (you know who they are: Surplus and Beta.com companies), which would pose a danger to the closing of the deal, six months of wasted negotiation, plus the catastrophic effects of the project's loss to the competition. Prepare for final negotiation with the representative of Packing Inc.

♦♦♦♦♦

PART 2
♦♦ REPRESENTATIVE OF PACKAGING INC.♦♦
CONFIDENTIAL INSTRUCTIONS

You are the representative of the company Packing Inc. and called the manager the XDR six months ago to talk about a challenge: develop a system to take stock global and all its manufacturing units. At his moment, there was as reference only project form with a macro description of the system (one of the Scanning Master Plan products that Packing Inc. had hired last year, at which time ten priority initiatives for development were mapped in the next two years).
After fifteen days of working with the XDR manager, you received a budget proposal for the conceptual project, but your board did not approve and requested that the details be done in the proposal phase.
The value of the proposed conceptual project was $ 30,000 (for execution in 2 months). You conducted a series of meetings and internal alignments. After a month, you received the budget proposal for the system's development, in the amount of $ 250,000. After several alignment meetings, the team began to be assembled to meet the demand of Embalagens SA. The budget proposal was revised and reached the value of $ 350,000 because of the increase in the project's scope.
You then submitted a Technical Specification document for equalization of vendor proposals and defined some IT (architecture) criteria for finalizing the proposal. A month ago, the proposal was revised and reached the value of $ 435,000. The difference in the initial project was due to the increasing complexity of the project. The discussion then reached the board. You have received help from the XDR manager to defend the proposal before your peers, especially with the technical arguments due. In the meantime, you receive a quotation from four IT companies. Outgoing, a company was dropped from the process for not meeting the technical criteria raised. Therefore, your decision is between:

(1) XDR = $ 435,000; (2) Surplus = $ 430,000 and (3) Beta.com = $ 415,000

The board understood that: (a) XDR was technically best qualified among the three competitors. (b) Beta.com be your BATNA, as it is the cheapest proposal of all.
It happens that, for this year, Packing Inc. has $ 400,000 ($ 415,000 maximums, with approval of additional funds). However, you acknowledge that it would be complicated to persuade any of the competitors to reach the $400,000 budget ceiling. Everyone is apprehensive because the project is strategic for Embalagens SA, and the non-closure would result in a one-year delay for the restart of it, where everything could change. The timing is crucial.
The board gave him carte blanche to negotiate with XDR: (1) ZOPA between $ 400,000 and $ 415,000; (2) billing: 85% until Delivery of the project and 15% linked after a warranty period of 6 months - which would give you time to negotiate the contribution of additional funds or payment of 100% of the project. Finally, (3) the intellectual property of all knowledge produced, or at worst, only of Delivery.
You then make a counterproposal to the XDR manager: (1) $ 400,000; (2) that 85% revenue slated until delivery of the project and 15% linked after a warranty period of 6 months, in addition to (3) intellectual property: exclusive or shared.

1- ZOPA: $ 400.000 to $ 415,000
2- Payments: two installments 85% + 15% (after the end of the 6-month warranty) or full payment
3 - Intellectual property: exclusive license agreements or joint intellectual property (IP) rights.

To make certain suspense, you set the meeting with the XDR representative for the following week. In the meantime, you know you are going to have to work hard. Prepare for final negotiation with the XDR representative.