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APPENDIX I

Teaching notes

Scenario: the case illustrates the troubles of gatherings with the Brazilian government civil engineering works negotiation case, targeting further developing the arrangement abilities of government mediators, researchers, decision-makers, and professionals through a two-party, multiple-issue, Type II negotiation (Dias, 2020).

Mechanics: parties should take 45 min to 50 min to read the case and preparing to negotiate. Negotiation structured mapping is strongly encouraged—30 min to 1 hour of Negotiation plus 30 min to one-hour debriefing session. In total, one hour to two hours total time for the role-play simulation.

Significant Lessons: the parties should put their best efforts into reaching deals through joint fact-findings and cooperative behavior.

Objective: this role-play was designed to discuss the role of the parties in an integrative, Type II negotiation involving two parties and several issues negotiated.

MAIN FEATURES	
Time required	1 hour - 2 hours
Number of participants	2 parties, commander and company director
Groups involved	No
Agent present	No
Third part present	No

APPENDIX II

PART 1

◆◆ COMMANDER OF THE Military ORGANIZATION ◆◆

GENERAL INFORMATION

You are the Commander of your Military Organization (OM), here called Plantar. You contract the construction work of a building that would house a sector and its subdivisions. The sector, here called Sarpra, involved a multifunctional complex with facilities such as: warehouse, garage, accommodations, briefing rooms, administrative area, workshops and maneuvering yard. The project was carried out by a subsidiary of Plantar, which belonged to the FAMA group. All are public entities and are subject to the laws in force.

As it is a public acquisition, the negotiation is therefore governed by the Bidding Law 14.133/21, excluding the hypothesis of Direct Contracting (Art. 72) provided for by law for special cases, that is, by non-enforceability (Art. 74) or by exemption from bidding (Art. 75).

The bidding event was held and Braseng company was the winner, for a total value of R\$ 10,000,000.00, within 15 months. Braseng has an excellent reputation, with enough capital to carry out the work on that figure, having as an obstacle not to be headquartered where Plantar was located.

After the signing of the contract, Braseng began the work within what the project provided for. However, by delving into the spreadsheets of the enterprise, he identified several errors in the same that would make the work unworkable in the amount agreed in the contract. The work was already with 35% of the physical schedule performed and in the

financial only 12%, due to lack of decentralization of credit and lack of cash. After analysis of plantar engineers, the error that had been identified by the construction company (Braseng) was confirmed. The actual values for completion of the work reached the sum of R\$ 14,000,000.00.

Braseng proposed that the 40% additive in the contract be made to finish the work according to the project. However, the legislation in force allowed a maximum additive of 25% for design errors, according to Art. 125 of Law 14.133/21, which would make the work unfeasible. Plantar said it could not pay for the complete work by the legal imposition, while Braseng informed that it was already committed to insum, machinery and hiring to carry out the work and was being harmed by the lack of payment, threatening to paralyze the work and abandon the contract.

CONFIDENTIAL INFORMATION

You have the following options for trading:

ZOPA: from R\$ 10,000,000.00 to R\$ 12,500,000.00

Option 1 - Reduction of the value of the work to R\$ 10,000,000.00 (without the additive of 25%) without losses, claiming that the company should have previously evaluated the project in depth, exembdating the Administration of guilt. **Alternatives:** (i) participate in new bidding; (ii) sell the project to a third party.

Option 2 - Use of Art. 125 of the Bidding Law that allows the additive in 25% of the contract, therefore, reaching R\$ 12,500,000.00.

Option 3 - Extended term of execution to 20 months, per additive, in order to compensate for the reduction of the work rate to help the company. Commitment to adjust the financial settlement schedule.

Alternative - a new bidding process and consequent losses for both parties.

Plantar had as a financial stop the total amount of R\$ 12.5 million, as a possible legal additive. It could also be subtraction of some large services that would not harm the functionality of the work as a whole, until it reached the value of R \$ 12.5 million. However, inserting the additive would displease the top management of the FAMA Group, and could damage its image. He had great difficulty in being able to decentralize credit and obtain cash, since the problems of the work left senior management cautious on the subject, requiring political action that would require time and could cost his position. Get ready to negotiate with the Director of Braseng.



PART 2

◆◆ DIRECTOR OF BRASENG ◆◆

GENERAL INFORMATION

You are the Director of braseng company, responsible for the construction of a building that would house a sector and its subdivisions. The sector, here called Sarpra, involved a multifunctional complex with facilities such as: warehouse, garage, accommodations, briefing rooms, administrative area, workshops and maneuvering yard. The project was carried out by a subsidiary of Plantar, which belonged to the FAMA group. All are public entities and are subject to the laws in force.

As it is a public acquisition, the negotiation is therefore governed by the Bidding Law 14.133/21, excluding the hypothesis of Direct Contracting (Art. 72) provided for by law for special cases, that is, by non-enforceability (Art. 74) or by exemption from bidding (Art. 75).

The bidding event was held and his company, Braseng, was declared the winner, for a total value of R\$ 10,000,000.00, within 15 months. His company has an excellent reputation, with enough capital to carry out the work on that figure, having as an obstacle not to be based where Plantar was located.

After the signing of the contract, Braseng began the work within what the project provided for. However, by delving into the spreadsheets of the enterprise, he identified several errors in the same that would make the work unworkable in the amount agreed in the contract. The work was already with 35% of the physical schedule performed and in the financial only 12%, due to lack of decentralization of credit and lack of cash. After analyzing plantar's engineers, the error that had been identified by your company was confirmed. The actual values for completion of the work reached the sum of R\$ 14,000,000.00.

You proposed that the 40% additive be made in the contract to finish the work according to the project. However, the legislation in force allowed a maximum additive of 25% for design errors, according to Art. 125 of Law 14.133/21, which would make the work unfeasible. Plantar said it could not pay for the complete work by the legal imposition, while Braseng informed that it was already committed to insum, machinery and hiring to carry out the work and was being harmed by the lack of payment, threatening to paralyze the work and abandon the contract.

CONFIDENTIAL INFORMATION

You have the following options, alternative and ZOPA for trading:

ZOPA: from R\$1,000,000.00 to R\$ 12,500,000.00

Option 1 - schedule of 30 months, due to the greater complexity found and above the need in the initial project; Realization of the work in the amount of R\$ 14,000,000.00;

Option 2 - Use of Art. 125 of the Bidding Law that allows the additive in 25% of the contract, therefore, reaching R\$ 12,500,000.00.

Option 3 - Strict compliance with legal settlement deadlines, immediately, or would abandon the work for non-compliance with contractual clauses.

Alternative - a new bidding process and consequent losses for both parties.

You are tense because a mismovement and you can lose both the project, which would tarnish the solid reputation of your company, in addition to the possible loss of the position. You admit to making concessions in order to preserve such important contract maintenance. Prepare to negotiate with commander of the Military Organization (OM).

