### ROAD MAP

- Class 1: Oil Pricing reveal Compete/Cooperate tension
- Class 2 (Today): Competing for the Largest Slice of the Pie: The Distributive Dimension
  - and BASIC TERMINOLOGY
- Class 3: Cooperating on Expanding the Pie: The Integrative Dimension
- Class 4: The Compete/Cooperate Tension Revisited

#### **Guidelines for Simulations**

- Follow Instructions: can extrapolate BUT CAN'T CHANGE FACTS
- Take Risks and Experiment with different styles
- Instructions are PRIVATE
  - Do not share your case with your partner
  - Not even after the negotiation...wait for debrief

# Reservation Price or Resistance Point (RP)

- If you're the buyer, you won't go any higher
- If you're the seller, you won't go any lower
- It's your bottom-line, "walk away" point or price

What was Seller's RP?

## ZOPA = Zone of Potential Agreement

The space between two party's RPs

If I will sell X for \$10 or more, and You will buy X for \$12 or less, the ZOPA = space between \$10 and \$12

The ZOPA can be positive OR negative

If positive: walking away is suboptimal (deal w/in ZOPA is better than alternative)

If negative: agreement is suboptimal (alternative is better than any possible deal)

What was the ZOPA in this case?

### **BEWARE: AGREEMENT BIAS**

Parties reach agreement despite Negative ZOPA.

- --We get absorbed and forget our "rational" RP in "heat of the moment"
  - --We think we are "supposed" to reach an agreement after sinking costs in long conversation
  - --We are persuaded to adjust our RP despite no real new information

RP is critical BUT how determine RP?

# How Determine RP? BATNA

(Best Alternative to a Negotiated Agreement)

Rule #1 of Negotiations: Assess your BATNA, your "plan B," what you will do *if you decide to walk away*.

Walk away from deals < BATNA

Accept deals > BATNA

RP is a quantification of your BATNA

#### The Nature of BATNA

- OBJECTIVE & FACT-BASED: NOT YOUR "ASPIRATIONS" or "Positive Thinking" but cold analysis
- DYNAMIC: CONSTANTLY CHANGING
- Can be Improved!
- BEWARE OF:
  - "LOVE" ("the house")
  - Tunnel Vision to Relieve Anxiety blocks alternatives
  - Counterparty's biased devaluation of your BATNA ("competitor sucks," anyone do this in the simulation?)

### **CONVERT BATNA TO RP**

Ask yourself: Given all attributes of my BATNA, what outcome in this present negotiation would be BETTER than my BATNA?

- Conversion may require:
  - (i) quantifying subjective elements like preferences (e.g., quality of life in different jobs, cities)
  - (ii) assessments of probabilities (e.g, final terms of BATNA)

# HAVING A CLEAR "RP" AVOIDS:

- Agreeing to deal worse than BATNA (absorbed by winning game not whether this is best game to play)
- Rejecting deal better than your BATNA
- Focusing on an arbitrary salient number
- Focusing on "sunk costs"
  - (what you paid ≠ RP)

# Slicing the Pie

If positive ZOPA both parties gain from deal w/in ZOPA BUT

For each side the maximal outcome, the "biggest slice" possible is equal to the other side's RP

### STRATEGIC QUESTION:

SHOULD YOU REVEAL YOUR BATNA/RP TO THE OTHER SIDE?

## BATNA/RP: REVEAL OR NOT?

- USUALLY NOT BECAUSE COUNTERPARTY WILL NOT OFFER YOU MORE THAN YOUR RP ("hold out" threats become weak)
- EXCEPTIONS?
  - About to walk out and end negotiations
  - You have a GREAT BATNA, but you would prefer this deal if BATNA can be matched or exceeded.

What about "hinting" that you have a good BATNA?

# SHOULD YOU BLUFF ABOUT YOUR RP?

We often hear and say:

"That's the best I can do"

"It's my final offer"

"That's my bottom line"

Ethics aside (for now) is it effective?

# SHOULD YOU BLUFF ABOUT YOUR RP?

- •Bluffing Risks:
  - •Reducing the ZOPA and missing profitable deals
  - Reputation Risk
  - •What if they bluff? Ignore it, don't entrench it

### **ASPIRATION POINT (AP)**

 AP: The value your aspire to get from negotiation BASED on what's possible

Ambitious YET realistic ("Grounded aspiration")

• How practically determine your AP?

### **DETERMINING AP**

#### RESEARCH - DON'T ASSUME YOU KNOW

- Market conditions
- Other side's BATNA (how?)

#### **BEWARE:**

- "Under-Aspiring": leads to "Winner's Curse" (once cursed no remedy)
- "Over-Aspiring": Leads to "Chilling Effect" (lose credibility if not based on reason, risk chilling cozy relationship)
- "Grass is Greener": Wanting what they don't want to give and devaluing what they do want to give (Woody Allen and "Reactive Devaluation")

The "Ambitious" AP & the Unhappiness Trap"

### FIRST OFFERS

• IF MAKE FIRST OFFER, HOW MUCH SHOULD YOU ASK FOR?

SHOULD YOU MAKE THE FIRST OFFER?

### FIRST OFFERS

- SHOULD YOU MAKE THE FIRST OFFER?
  - DEPENDS ON YOUR KNOWLEDGE OF THE ZOPA
    - information on market prices and counterparty
    - Don't assume you "know"
  - GENERALLY:
    - MAKE FIRST OFFER IF GOOD SENSE OF ZOPA
    - DO NOT MAKE FIRST OFFER IS NOT KNOW ZOPA
    - WHY?

### **Anchoring Effect**

Cognitive Bias: Initial offer more powerful than justifiable by "facts"

Study of experienced realtors: Shown same house, told same specs, estimate value differently when given different seller "listing prices"

First offer "sets the anchor"

Come prepared with a first offer (if you "wait and see" you'll get anchored by other side!)

If other side beats you to it → "re-anchor" with your planned first offer. (if they make extreme offer, don't force them to justify it!)

### Self-Anchoring Effect

Don't let yourself be anchored by your own BATNA!

Don't let your RP determine your AP (common cause of "winner's curse")

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