SINGLE TEXT NEGOTIATION; ITS APPLICATION IN BUSINESS

by

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ABSTRACT

Single-Text Negotiation has been used for over thirty years as a consensus-building tool at the international level, primarily for disputes involving sovereignty and natural resources. The single-text document evolves as it is viewed, modified, reviewed and remodeled by each party separately, diminishing ownership and keeping all participants focused on the text rather than on each other.

This style of negotiation, which requires third party intervention and/or mediation, is not well-known outside the professional and academic fields of conflict analysis and resolution; the origin of the term and method itself is even lesser known. This study researches the available literature and searches the field of experts and professors for answers to the origin and development of the single-text procedure. Additionally, the single-text procedure is evaluated step-by-step through an historical example enhancing the understanding of the process.

Single-Text Negotiation is transferable to organizations. This study interviews and surveys consultants, professors, and students in order to determine the content of a college course designed to give students an understanding of single-text negotiation as well as an opportunity to enhance their negotiating skills which may then be transferred to the workplace. A developed course outline and case study, conducted by the researcher, as well as the post-simulation survey and results are included.
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DEDICATION

To my best friend and husband of twenty years, Pete, who always took the time to make great sandwiches—ham hot, pickles cold—and pour a mean glass of cranberry ginger ale whenever I needed a break from writing. Thank you for being so supportive throughout my academic career.

And to our son, Scott, who many years ago encouraged me to go back to school, believing in me from day one. It is never too late to fulfill a dream.
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CHAPTER 1

THE PROBLEM

Introduction

Conflict exists. It is part of the human condition and is not gender-based, race-based, or age-based; it affects all human beings at one time or another. “Conflict is a universal phenomenon in social systems; it exists within the individual, within families, in all organizations, between individuals, between organizations, between states, and so on” (Boulding 1978, 132). The word conflict stems from the root word afflict, which is from the Latin “affligere,” meaning to strike down, and “fligere,” meaning to dash (Skeat 1993, 5). This fight or flight syndrome was necessary to survival in prehistoric times; however, today, these “wrong reflexes,” which are genetic by-products of our ancestors, no longer work in modern society. “Escape (flight) is a costly option, since we are in long term interdependent relationships” (Dana 1993, 21). To fight, is equally unacceptable. “Threats, intimidation and coercive power . . . may succeed in the short run. But such tactics lay the groundwork for future retaliation by the other person” (Dana 1993, 22).

Conflict does have a purpose; it is often necessary in order to progress. In his book, The Magic of Conflict, Thomas Crum (1988) states that “Nature uses conflict as a primary motivator for change” as evidenced by the now peaceful setting of the
Grand Canyon being formed by conflict from wind, water, and rock (31).

Conflict is inherent in a business setting as well. The needs and wants of people are likely to be expressed openly as they are a necessary ingredient to the successful outcome of a project, product, or profit statement. Often, the needs and wants of each party are in direct opposition to each other, setting up the potential for both initial and ongoing conflict which may severely hamper the effectiveness of an organization, be it five, fifty, or five-hundred people. Conflict management tools must be within reach and readily understood by those in need; negotiation is one of those tools.

Development of the Problem

The inspiration for this study came during a course in “Managing Organizational Conflict” given by Dr. Dana at Ottawa University. The last day of the course involved a demonstration on single-text negotiation; a one-page description prepared by Dr. Dana (1985) (and presented at the 5th World Congress on Conflict Resolution Technology in the Netherlands) was given to the students. Dr. Dana stated that the origin and history of the term of this style of negotiation was not easy to locate and the procedure itself not widely known outside its use in international agreements. Information on how to teach the single-text procedure so that it could then be applied in the business setting was noted by the researcher as a possible contribution to both organizations and the academic world.

Negotiations occur regularly in the business setting, yet they are not often recognized and treated as such. The word negotiation itself stems from the Latin “negotiare,” which
means “to do business” (Skeat 1993, 303). Negotiation is often regarded as a legalistic
term, conjuring up images of contracts and bargaining tables and not of much use in the
everyday workplace. Yet, for every conflict there is some form of informal negotiation
needed in order to continue moving forward in the workplace. Most disputants in a
workplace conflict will agree that unless the “wrong reflexes” of fight or flight, alluded
to earlier, are engaged, some compromise or negotiation must transpire.

Many human resource departments are aware of, or have been specifically trained in,
the skills necessary to reduce or resolve conflict among employees. According to a
June 2, 1996 feature article in the Arizona Republic on conflict resolution in the
workplace, entitled “Unruffling Feathers,” employers in the metropolitan Phoenix area
are spending time and money on resolving “colleague clashes.” Two large organizations
in the area, Arizona Public Service and Motorola, Inc., provide conflict-resolution
training programs to managers. Another large organization, Salt River Project, offers
anger-management classes (Amparano 1996, 3 [D]).

When companies are unable to resolve conflict within the organizational resources
available, HR departments may occasionally use the expertise of an outside source
such as a mediator. If the conflict has escalated and the consequences of an
unfavorable outcome seem too great, an arbitrator may be called in to decide the
outcome of such a dispute.

Mediation, arbitration and a hybrid procedure known as med-arb are being used
as alternatives to litigation by “large businesses who have become greatly interested in
using alternative dispute resolution (ADR) procedures to handle customer complaints,
to deal with employee grievances of various sorts, and to settle commercial lawsuits” (Rubenstein and others 1994, 106). However, these procedures can be expensive and time-consuming and should be considered carefully, particularly for small to mid-size companies who may not have the financial resources to settle too many differences outside.

Conflicts happen in companies of all sizes and types; no one is immune. With the growth of cottage industries—a result of corporate downsizing over the past decade—a record number of small to medium-sized businesses are now operating; many without the benefit of an HR department for handling conflicts among employees. Organizations have emerged to answer this need: a type of satellite HR department or network organization which may assist small companies with certain HR functions such as conflict management (Amparano 1996, 3 [D]).

Executrain, with offices and training sites across the United States and internationally, contacted by the researcher, offers as part of their 1996 program, a course entitled “Talking Together—Managing Interpersonal Communication.” This is yet another example of the conflict resolution training available for many companies without the internal resources necessary to do on-site training in conflict management.

For many small to mid-size companies, the owners and their immediate staff must perform a variety of management tasks such as securing loans, negotiating leases, obtaining the best price/value on goods and services needed in order to stay profitable and in business. Resolving conflict as it pertains to the above, which involves effective negotiation, is paramount to success.
Although there are many styles of negotiation available, one type in particular known as single-text negotiation could be particularly effective in the business setting.

The single-text process is best remembered as the style then President Jimmy Carter used during the Camp David Accords in 1978 between Anwar Sadat of Egypt and Menachem Begin of Israel with the U.S. as mediator. Although this style of negotiation is primarily used in multi-issue, multi-party international disputes over resources and/or sovereignty, there is application in the everyday workplace.

Need for the Study

The single-text procedure offers a unique perspective on reaching agreement via the blending of the interests of each party through the guidance of an intermediary (Raiffa 1982, 205). However, because it began in the international arena and is used most often in the handling of public disputes, it is little known beyond this realm.

The last twenty years has produced little information on the single-text procedure.

There exists the need to further elaborate on the historical background of the single-text negotiation style as well as the authorship; few outside the field of conflict resolution are familiar with the term and many, including experts, within the field have only a capsulized version. Additionally, there is a need for an effective method for teaching the single-text procedure to participants who may then transfer those process skills to a variety of business settings.

The most accessible teaching materials specifically for the single text procedure are seven case studies, the first being developed in 1980, available from the Harvard
Law School Program on Negotiation (1993) Clearinghouse Catalog  In these case studies, listed under Process Themes of either single-text procedure or one-text procedure, participants—and in most cases a mediator—in the dispute are given the scenario and the mechanics of the dispute as well as confidential instructions to each party. In six of the seven case studies, the dispute involves either public or government issues; the seventh is a two-party legal dispute involving a defendant, plaintiff and a mediator. None of the available cases work with private enterprise, although Harvard does encourage sending in case studies which can then be copyrighted as part of the University’s Program on Negotiation.

With the current teaching materials involving issues on the international, federal, state or local level, the participants not directly involved in these areas, may have difficulty modifying and then applying the learning to the business setting quickly and efficiently with some level of comfort once the course or exercise has been completed. A thorough examination of the current case studies available for instruction, a survey of educators and professionals in the field, and research into the origin of the single-text procedure should provide the framework for designing a college course which may also be used in seminar format for outside organizations.

Research in the field of conflict management and resolution is increasing and the literature abundant; however, few references exist on the particular style of negotiation known as single-text. Single-text negotiation usually begins with a third party—neutral or with clout—offering a draft proposal, the single negotiating text (SNT), which employs possible points of agreement of the disputing parties. This is a “text to be
criticized... and then modified and remodeled in an iterative manner” until agreement is reached (Raiffa 1982, 211). The third party stated above is most often a facilitator or mediator, especially in the area of international disputes. In addition to being necessary to the single text procedure, the third party also provides a “valuable, interpretive role in helping each side to understand the threat felt” by the other parties in the dispute (Schoeny 1996, 184).

Developing a course on single-text negotiation which would make it available and understandable to students and organizations is an important step in expanding the offering of conflict resolution tools to the workplace.

**Purpose of the Study**

The purpose of this study was to determine and develop the content of a course which will enable participants to recognize, learn, and subsequently apply the skills necessary to use the single-text method of negotiation in a variety of business situations. The researcher chose the method of descriptive research to provide a comparison of current teaching methods by those persons specifically involved in conflict resolution and negotiation training.

**Research Question**

What is the content of a course designed to enable the participant to use single-text negotiation in a variety of business situations?
Definition of Terms

ADR: alternative dispute resolution; resolving conflict without litigation.

agreement: the end result of negotiation; having come to an understanding.

arbitration: a procedure in which disputants present evidence and arguments to a neutral, most often professional, third party who has the power to hand down a binding decision (Brett and others 1988, 7).

arbitrator: one who encompasses all the information given by each disputant and then decides the outcome. The root word is “arbitrare” which is Latin meaning “to umpire” (Skeat 1993, 16).

efficient frontier: another term for Pareto optimal (see below).

interests: the needs, desires, concerns, and fears of a disputant (Fisher and Ury 1981, 42).

facilitator: a third party who guides a discussion, who may or may not be involved in the outcome. From the Latin word “facil” meaning easy to do (Skeat 1993, 142).

intractable: a type of dispute considered unmanageable, hard to control, resistant to change; those involved may be viewed as unbending, unyielding, recalcitrant.

mediator: a third party—either neutral or with various degrees of clout or power—who seeks to settle differences between disputants through intervention but does not act as judge. From the Latin word “mediare” which means to be in the middle (Skeat 1993, 278).

multi-party dispute: a large scale dispute with more than two opposing sides which are often also multi-issue disputes as well.

one-text procedure: an older, less often used name for the single-text procedure.

Pareto optimal: named after an Italian economist, Vilfredo Pareto, and considered the ultimate negotiation in that each disputant’s needs are met with the most efficient resolve; no potential gains left unmet. Also known as the efficient frontier (Raiffa 1982, 139).

settlement: “agreements that terminate an immediate dispute, but with no assurance that the underlying issues causing the conflict have been dealt with” (Rubenstein and others 1994, 99).
single-text negotiation: a type of negotiation primarily used in international, multi-party, multi-issue disputes which begins with a draft proposal by a third party who offers it as a beginning point to be criticized and modified by the opposing parties in hopes of reaching agreement on as many points as time and personalities will allow.

single-text procedure: the process of developing a single negotiating text or SNT by a third party which is then used as the basic document to be viewed, modified, reviewed and remodeled by all disputants until as many points of agreement are approved and presented as the final document.

single-text process: another term for the single-text procedure

SNT: acronym for single negotiating text.

substantive issues: matters of essential concern to a disputant; interests.

third party: a facilitator or mediator who may or may not be neutral, who has either been invited by one of the disputants or by the nature its power, or invited itself to guide the disputing parties to agreement on any number of issues.

underlying interests: the basic needs of the disputant underneath the stated position.

zero-sum: referring to a situation in which what one side gains, the other must lose and is often referred to as the win-lose approach to negotiation, which is considered a negative and least preferred style. The term was originally used in game theory by mathematicians during the middle of the century in describing types of games in which there were no possible outcomes favoring both sides.
CHAPTER 2

THE LITERATURE REVIEW

Introduction

The focus of the literature review begins with an overview of the field of conflict resolution, its beginnings and current status. It continues with discussion of two styles of negotiation, one with negative aspects—zero sum—and one with a more positive approach known as interests-based negotiation. Next is the detail concerning an interests-based style known as single-text negotiation; its structural basics. Further elaboration on this style of negotiation includes its history and origin and the development of the technique through a documented example, then concludes with an analysis of the single-text procedure.

The Field of Conflict Resolution

Although the search for methods of resolving conflict has been with us for some time—it is known that even the “Babylonians held council mediation” (Mitchell 1996)—conflict resolution as a field did not emerge until after the second World War, and was primarily an academic endeavor by social scientists who were focusing on the prevention of war. The field of conflict resolution is “very much a Yankee invention” and “something of a messy field” because it “enables people from different backgrounds”
to participate and so it becomes “hard to know when the field ends” (Mitchell 1996). Some contributing influences came from international law relations and peace studies, particularly American-Soviet relations and the Cold War, but even as early as 1937, the Quakers in both Britain and the United States were focusing on peace education (Kerman 1973, 143).

In 1951, an international essay competition sponsored by the Institute for Social Research in Oslo, Norway, attracted a number of American scientists, professors, and graduate students. One essayist, Theodore Lentz, later published a book on his entry earning him the right to be considered the first American writer after WWII to pave the way for peace research as a ‘scientific discipline’ (Harty and Modell 1991, 725).

Peace research was a critical entity at that time; political scientists talked of MAD (mutually assured destruction), the atomic bomb, and escalation of the arms race. Each side was “wedded to their own particular views” and along with this came the “demonization of adversaries” (Mitchell 1996). The peace research movement was a “kind of interface between the peace movement and general social science research” (Kerman 1973, 133) as each were concerned with war and its effects on human behavior.

By the late 1950’s, the Journal of Conflict Resolution was launched due to the initial effort of Herbert Kelman who had written the proposal for it at Stanford and benefited from the overload of articles waiting to be published in World Politics (Harty and Modell 1991, 729). Quincy Wright, then wrote “The Value for Conflict Resolution of a General Discipline of International Relations,” which paved the way for
the field of conflict resolution as an academic discipline, attracting the attention of the University of Michigan, Stanford, Harvard, Ohio State, Princeton, Northwestern, Yale, and the University of Chicago (Harty and Modell 1991, 732). Kenneth Boulding, was also a “leading figure in the new movement” writing in the Journal of Conflict Resolution that its goal was to ‘devise an intellectual engine of sufficient power to move the greatest problem of our time—the prevention of war’ (cited in Kerman 1973, 136).

By the early 1960s, the civil-rights struggle furthered the cause of peace research. Some universities became centers for the cause, particularly the University of Michigan “which hosted a ‘Student Peace Research Group’ that produced a proposal for a UN University; the beginnings of the Peace Corps” (Harty and Modell 1991, 742).

The Cuban Missile Crisis and the chaotic communications of the State Department at that time showed the need for decision-making in a short time, under great strain, and it led to the some of the early explorations of how organizations deal with crisis (Mitchell 1996). By the end of the decade, funding for universities on peace research and conflict resolution would dry up with private foundations such as Ford and Carnegie deciding to fund more charitable, ‘social action’ programs (Harty and Modell 1991, 741).

By the 1970s, the field of conflict resolution was struggling to establish itself as an “interdisciplinary science of conflict,” and failing at it due to the lack of any degree programs or even a “degree of cohesion appropriate to a professional field” (Harty and Modell 1991, 748-749). The mid-1970s saw the emergence of community mediation centers, and “Mediate Don’t Litigate.” San Francisco was one of the earliest cities to
to set up "community boards" to train local citizens as mediators, knowing that even though not legally enforceable—not a judgment—the citizen would be an "owner" in the process and the outcome would last longer (Mitchell 1996). This decade saw input from industrial relations which helped to establish the "cooling down" periods of the Nixon, Ford, and Carter eras, with diplomats borrowing concepts from the negotiations in private industry between workers and management during disputes (Mitchell 1996).

The "70s could be considered the decade of the study of negotiations" complete with behavioral theory as it pertained to labor negotiations "vs. the 80s which were to become the decade of the study of mediators" (Mitchell 1996). The late 70s would also see the best documented use of the single-text procedure due to the efforts of President Jimmy Carter who kept meticulous notes during the Camp David talks in September of 1978. Track II—private or unofficial—diplomacy would also come to the forefront as an alternative to formal, public negotiations and bargaining (McDonald 1996a).

By the early 1980s, only 10 of the 181 members of the United Nations were a homogenous society within their borders. The United States began to focus on issues facing a multi-cultural society; the most serious conflicts both internationally and at home being civil strife and unrest—"not quite international and not quite subnational" (Mitchell 1996). The field of conflict resolution was now taking on a new life form, less scientific and, in 1981, the first degree program in the nation, a professional M.A. degree—the academic degree of PhD coming later—in conflict resolution was offered at the Institute for Conflict Analysis and Resolution (ICAR) at George Mason University in Virginia. This degree incorporated elements from many other areas of
study such as Industrial Relations, Organizational Development, International Law, Peace Studies, Sociology, Social Work and Human Relations, Law and Political Science (Mitchell 1996). Additionally, the work of conflict resolution became "an emerging social movement and profession...with thousands of practitioners of Alternative Dispute Resolution, hundreds of organizations, centers, and training programs..." (Harty and Modell 1991, 755).

The 90s still see America as the leader in peacemaking techniques, particularly as it pertains to community and peer mediation. In 1971, Anatol Rapaport, a well-known and respected mathematician and games theorist, argued that peace research would have no impact because there was "no specific route available for doing so—no cabinet Department of Peace—and no consultation with peace scientists by policymakers" (cited in Harty and Modell 1991, 753). However, the availability of alternative methods to violence increases everyday. Academic degrees, both graduate and undergraduate, are now conferred at universities across America—the latest edition of COPRED (Consortium on Peace Research, Education and Development) lists over 150 universities worldwide as sources for academic programs and degrees. Professional organizations such as the Academy of Family Mediators, the National Association for Mediation in Education (NAME), The National Institute for Dispute Resolution, and the Society of Professionals in Dispute Resolution (SPIDR) are also available for the training of both professionals and non-professionals in techniques of conflict resolution.

The field of conflict resolution which sprung from a theoretical, scientific base, focusing on the study and prevention of war, to the development of industrial labor
negotiations to the social movement of peacemaking and mediation, to the current combination of academic and professional sourcing speaks of the viability of the study and application of conflict analysis and resolution. Negotiation is one such application which has made an impact on policymaking and treaties in the public domain, contracts in the legal arena, and organizational decisions in the business setting, but it need not be limited to formal situations; therefore, a study of the types of negotiations as well as the ones best suited to the informal business setting is substantiated.

Levels of Negotiation

As early as 1968, Gerard I. Nierenberg in The Art of Negotiating, considered three levels of negotiation; interpersonal, interorganizational, and international and noted that “organizations of any type cannot act by themselves, independently of people. They must act through people” (1995, 80). Negotiation is evident in all three levels everyday.

Studying two major opposite approaches to negotiation, known as (1) zero-sum, and (2) interests-based, is helpful in understanding the realm of negotiation; the single-text procedure is one style which uses the interests-based approach.

Zero-Sum Negotiation: Positional Bargaining

Too often, disputants in negotiation act in a manner not conducive to joint gains; in other words, each disputant believes that for one side to gain the other must lose. This is the mindset of a “zero-sum society” which believes in negotiation as a competition against another rather than an opportunity for mutual problem-solving.
(Raiffa 1982, 14n). The term “zero-sum” evolved from game theory which was used by academic enthusiasts during the middle of the century to analyze war. In the zero-sum game, an “increase in the welfare of A is equal to a diminution of the welfare of B... if A’s gain is +5, B’s must be -5” (Boulding 1978, 10).

Zero-sum negotiation assumes that each side must lose what the other gains. This style of negotiation results in hard-line bargaining in which each party demands concessions be made yet are not willing to give any—an all or nothing stance in which the only goal is victory (Fisher and Ury 1981, 9). Each party remains fixated on their own position—known as positional bargaining—and are looking to “win a contest of will” (Fisher and Ury 1981, 9). This win-lose stance often results in stalemate; talks break down, polarization increases. The “trap of debating positions is that the best possible solution is a splitting-the-difference compromise... neither disputer gets what she wants. Position-based bargaining is a win-lose power struggle” (Dana 1993, 64).

In positional-bargaining, each side appears with their own list of non-negotiable demands which may often be interpreted as a “bargaining stratagem or ploy” (Rubenstein and others 1994, 53). Unfortunately, it is at this point that many disputes must be settled through arbitration, and although the judgment rendered is binding, resentment on all sides often occurs resulting in further disputes. Many disputes thought intractable may be suffering from ill-conceived attempts at negotiation.

In the business setting, this style of negotiation is most often seen as the beginning of a bargaining table scenario between union workers and management. For companies with no dispute resolution system in place, negotiating can be time-consuming and
costly in which the efficient frontier is never reached (Raiffa 1982, 139).

Interests-Based Negotiation

Of the three ways to resolve a dispute—through the exercise of power (threats, sanctions, strikes, withholding), through the determination of who is right (arbitration) and through the reconciling of interests (Brett, Goldberg, and Ury 1988, 5-9)—it is the third way, the reconciling of interests, which leads to a longer lasting agreement in which each party has participated and taken ownership in the process and outcome.

Reconciling interests, or interests-based negotiation, subscribes to a four-step process of (1) separating the people from the problem, (2) focusing on interests, not positions, (3) generating options for mutual gain, and (4) insisting on results based on objective standards (Fisher and Ury 1981, 11).

By focusing on the interests or issues of substance, people are less likely to polarize behind statements of position which are usually emotionally-laden rather than substantive. Knowing what the other party’s interests are requires an understanding of what motivates people. Nierenberg (1968) stated that interests “and their satisfaction are the common denominator in negotiation. If people had no unsatisfied needs, they would never negotiate” (1995, 79).

Once true interests (needs) have been clarified, “enlarging the pie” or coming up with several more negotiating trade-offs can be helpful to both sides, as well as insisting that the outcome be held to fair standards, such as “market value, expert opinion, custom, or law” (Fisher and Ury 1981, 12). For any agreement to last, it must legitimacy; the best
way to do this is to evaluate each part from the other's point of view and "consider how they might be criticized if they adopted it" (Fisher and Ury 1981, 82).

Understanding the perceptions of the other disputants as well as their motivations and emotions is critical to the success of any interests-based negotiation; most see their own perceptions as legitimate (Fisher and others 1994, 27) and therefore, it makes sense to view the dispute from the other side when identifying and clarifying their underlying interests. Spending time and effort in this pre-negotiation phase is an integral part of a style of interests-based negotiation known as single-text negotiation.

The Anatomy of Single-Text Negotiation

The sum and substance of the single text negotiation procedure is

... to prepare a discussion paper... then go through a series of sessions in which a mediator... listens to criticisms and suggested improvements. ... Through a series of such discussions and revisions the document gradually becomes a single illustrative draft text of a complete agreement. (Fisher and Ury 1978, 128-129)

The primary use of single-text negotiation is in multi-party, multi-issue disputes in which a "third party intervenor with mediating clout" (Raiffa 1982, 205) studies the perspectives and interests of all sides and then generates the single negotiating text which serves as a draft proposal. Spending valuable time in the pre-negotiation, study phase may save a considerable amount of time later on. Generating the initial draft proposal, or single negotiating text, requires the mediator to consider the interests of all sides, determining a "mid-value" stance (Raiffa 1982, 216) and appearing "neutral," thereby giving the mediator more credibility with each disputant.
The single negotiating text, or SNT, is then presented to each disputant privately for review on each point of the proposed agreement. This disputant then makes desired changes; additions, deletions, as well as changes in format, wording, etc. Skilled mediators will often interject new options into this evolving document, along with the disputant’s changes which are then presented to the next disputant, who goes through the same procedure. The single negotiating text is “modified and remodeled” (Raiffa 1982, 211) with the SNT serving as a means of getting the disputants to “focus on the same composite text” (Raiffa 1982, 211) which helps to diminish differences.

Acceptance of the single text may come in various forms: as (1) a framework for further negotiations, (2) a binding decision on only the issues agreed upon, or (3) a combination of a ‘resolved-issues-agreement’ and a ‘time-frame commitment’ to resolve ‘issues-still-at-large.’ In the international arena, the single negotiating text serves most often as a framework for agreement, eventually resulting in signed treaties.

Although the mediator “might have to offer inducements to each side in order to generate an agreement” (Raiffa 1982, 214), the strength of the single-text negotiation style is that the disputants must work the SNT to an acceptable level for all parties or remain in a “no-agreement state” (Raiffa 1982, 212). The inducements must not be too obvious or overpowering—if so, consensus, if attained, will be marginal and may result in broken agreements.

The acceptable level reached may fall short of the mediator’s intentions in the beginning, however, it is just as critical to the success of the outcome to know how and when to stop, or “freeze,” the evolving document so that the points agreed upon can be
implemented, preventing an escalation of the conflict due to stalemate.

Looking at the anatomy of a style of negotiation such as the single text might be slightly different in each case, depending on the depth of issues, the number of parties involved, the degree of neutrality in the mediator, the time-span available for reaching agreement, the location of the negotiating session, and the atmosphere of the constituency. Exploring the history of single text negotiation is one way of seeing its flexibility: how it evolved from an unnamed process to a unique procedure in negotiating tactics.

**Historical Account of Single Text Negotiation**

The origin of the term “single text negotiation” as well as the method itself, is not easily found. There is no common textbook or chapter within a textbook so entitled; truly, “. . . there is a dearth of literature on single negotiation text” (Bercovitch 1997). Confusion exists, even among professionals and academicians, regarding the first time this style of negotiation was used. Although its use at Camp David in 1978 is probably the best known and best documented example of the single text procedure, it is not the first use. Responses to inquiries regarding this origin confirms the uncertainty:

Sorry I can’t help. I refer to STN & Camp David in my book—but without citing a source. . . . Have you asked the Carter Center in Atlanta? (Barrett 1996)

Another respondent states:

I think it was thought out by Fisher and Raiffa in the late 1970s. I also know that Bill Quandt (from Brookings) and Hal Saunders (from the Kettering Foundation) have used it. They were both as you know with Carter at Camp David. (Bercovitch 1997)
Dr. Steven H. Hochman, a senior research associate at the Carter Center in Atlanta, in recommending the detailed accounts of the Camp David talks in both Jimmy Carter’s Keeping Faith: Memoirs of a President and Cyrus Vance’s Hard Choices: Critical Years in America’s Foreign Policy, states:

You will see that President Carter was not committed to a ‘single text negotiation’ when the meeting began, but the decision to move to a single text was made when it seemed that this was the best approach. I doubt that at the time anyone was describing this approach within quotation marks. In fact, I bet that the procedure, also known as “single negotiating text,” was identified by theoreticians who studied Camp David. I have looked for the answer in our small book collection at the Carter Center, but have not been able to find it. (Hochman 1996)

The Israeli-Egyptian negotiations held at Camp David were indeed “mediated through the use of a single negotiation text (SNT), but the device was suggested by Roger Fisher of Harvard Law School, who knew some of the key players (Atherton, Quandt, and Brzezinski)” (Raiffa 1982, 211).

Bruce Patton, who teaches law and has worked with Professor Fisher on numerous written projects (including Getting to YES), in a response to the origin of the method and term “single text procedure,” states:

The ‘single negotiation text procedure’ was codified at the Harvard Negotiation Project in 1977, based on an analysis of the procedures used at the Law of the Sea conference. Louis Sohn, Bemis Professor of Int’l Law, Emeritus at Harvard (now at Emory or Univ. of GA) provided the data. We wrote it up in a book entitled, International Mediation: A Working Guide published here in April 1978. (Patton 1996)

In the same letter he writes:

... in writing Getting to YES in 1981, we changed the name to the ‘one-text procedure,’ which we thought would be simpler to remember and pronounce. (Patton 1996)
However, the term ‘single-text’ continues to be used in discussions, particularly in regard to international disputes. Despite the 1977 codification, confusion remains as to which term should be used. Of the available case studies from the Harvard Law School Catalog (1993), four with copyright dates of 1980 to 1985 are found in the under Process Theme: ‘one-text procedure’ but the other three, newer case studies with copyright dates from 1985 to 1992 are listed under ‘single-text procedure.’

A conscious effort to classify this style of negotiation as ‘one-text’ rather than ‘single-text’ is noticeable in the publishing of two major books on conflict resolution. In the 1988 book, Getting Disputes Resolved: Designing Systems to Cut the Costs of Conflict, the authors, Brett, Goldberg and Ury, refer to single-text negotiation as the ‘one-text’ process and describe the procedure as it relates to designing a dispute resolution system, employing the concept of “shuttle mediation” along with the ‘one-text’ procedure as an aid until the “level of hostility diminishes sufficiently that joint meetings can be held” (70).

Six years later, the newest reference, somewhat altered, is found in the 1994 book, Beyond Machiavelli: Tools For Coping with Conflict, by Roger Fisher, in which much of the inspiration for the course came from an undergraduate course first taught by Professor Fisher and most recently by Bruce Patton (Fisher 1994, v.). In this publication, the theory is now printed as the One-Text Process (capitalized, no quotation marks) on page 128, referring to it in the following excerpt:

The One-Text Process was used by President Carter and Secretary of State Cyrus Vance at the 1978 Camp David negotiations. . . . the U.S. negotiating team prepared some twenty-three consecutive drafts or redrafts of parts of a text over ten days,
each responding to some point raised by a party. On the last day, President Carter decided that this was the best he could do and asked each party to agree. A few hours later, the Camp David Accords were signed. (Fisher and others 1994, 129)

Jimmy Carter however, continues to use the term single-text. In 1991, at the National Conference on Peacemaking and Conflict Resolution in North Carolina, speaking about his role as a mediator during the talks at Camp David in 1978 stated, “we prepared a single text document, well known in theory, that was moved back and forth between the two men, and eventually they reached agreement” (NIDR 1992, 3).


There are many mediation techniques available. One that we like at the Carter Center is to use a single text. After premediation work is completed, the third party puts a . . . proposal down on paper, incorporating the . . . interests of both sides. . . . from this draft document, the mediator gathers suggestions and criticisms from each side. A revised draft is prepared . . . the document is reviewed again. This process, which I first used at Camp David, is repeated as long as necessary, ideally until full agreement is reached. (Carter 1993, 119)

The earliest reference to single text negotiation in available teaching materials comes from a 1978 draft edition of a handbook entitled, International Mediation: A Working Guide by Roger Fisher with the help of William Ury, the two men who eventually went on to write Getting To YES in 1981. The handbook was previously published “under the auspices of the International Peace Academy” following an April, 1977 conference. (Fisher 1978, v.). The reference to single text negotiation in this handbook is in “Part Three: The Procedural Problem” and refers to its use in the Law of the Seas negotiation (Fisher and Ury 1978, 126) which is one of the earliest documented uses of the single text negotiation style in international treaty negotiations.
The Third United Nations Law of the Sea Conference took place regarding the various uses of the sea—its resources, dumping and fishing rights, etc.—and produced a document with over 400 articles and signed by over 120 countries. Developing a ‘single negotiating text’ was a definite advantage in streamlining this “multilateral negotiation of great complexity” (Breslin 1989).

As early as 1975 although not specifically named, the single text procedure used during the Law of the Sea Conference was described in the following passage:

... the officers of the conference combined texts and ideas that emerged from informal negotiations and submitted them as an informal negotiating text at the end of the session. ... The final text emerged from the eighth iteration in this process. (Oxman and others 1983, 149)

An earlier use of the single-text procedure is recalled in the following letter:

The first time I heard the term it was used by Ambassador Ellsworth Bunker in reference to the Panama Canal Treaty. You might want to contact Ambassador McDonald at the Institute for Multi-Track Diplomacy. ... (Colosi 1996)

Ambassador-At-Large Ellsworth Bunker was given the challenge of reconciling not only the interests between the United States and Panama, but also the numerous government and non-government parties with the U. S. who had differing ideas and values concerning the jurisdiction of the canal:

To do this, Bunker had not only to come to some agreement with the Panamanians, but to bring antagonistic forces within the United States to some grudging compromise position. (Raiffa 1982, 171)

Louis Kriesberg, Professor at Syracuse University, and the author of International Conflict Resolution: The U.S.-U.S.S.R. and Middle East Cases (1992) and Social Conflicts. 2nd Edition (1982), in regard to the origin of the term ‘single-text
negotiation,’ states that the term . . .

. . . was used a lot by Roger Fisher. I don’t know that anybody originated [researcher’s italics] it. When he was using it, I remember talking to some people at the State Department that said, “yeah, we always had been doing that.” In terms of giving it visibility and developing it, I think Roger Fisher had done most of that, but I have no idea where the term or even the idea originated. (Kriesberg 1997)

Ambassador John W. McDonald, currently the Chairman of the Institute for Multi-Track Diplomacy, held various assignments with the State Department from 1947 to 1974. From 1974 to 1978 he was Deputy Director General of the International Labor Organization (a UN Agency) in Geneva, Switzerland, and from 1978 to 1983, worked again for the State Department in the area of multilateral diplomacy. In late 1969, the Ambassador developed a model and then proposed it for a 1972 United Nations Conference on the Environment. The model, known as the ‘single item agenda,’ so successful that it has subsequently been the model used for twenty world conferences, also incorporated the earliest use of the yet unnamed, single-text negotiation style which “arose out of a need” by the Ambassador in the late 1960s who knew that reaching agreement on difficult issues would require focusing on one document, a process he refers to as “managing complexity” (McDonald 1996a).

Four countries came to Stockholm with proposals for a separate UN structure to address problems of the environment. Besides the U.S. proposal, there were proposals from Brazil, Sweden, and Kenya. The initial task was to compile one document from these four separate drafts. A special working group then focused on this issue for two weeks. (McDonald 1996b)

Additionally, the single text procedure was used at the Third UN Conference on the Environment (UNEP) as described in International Negotiation:
The job of the representatives... was to review and amend the draft plan, consisting of sixty-five pages and more than 100 recommendations for action, and to adopt the final document... (McDonald 1996b)

Development of the Single Text Negotiation Technique

Although certainly not the earliest, the most well-known and documented use of the single-text procedure happened during Camp David in September, 1978. Former President Jimmy Carter kept detailed notes during those thirteen days at the retreat in Maryland for the negotiations between Anwar Sadat of Egypt and Menachem Begin of Israel. He outlines the process in his memoirs, Keeping Faith: Memoirs of a President, published in 1982, and in Talking Peace: A Vision for the Next Generation, published in 1993 which focuses on his work on mediation at the International Negotiation Network Council (INN) of which he is co-founder and council chair. Looking at the Egyptian-Israeli dispute, how it evolved, how the disputants were brought to the negotiating session, and how the single text process was used during this time helps to clarify the unique strengths of this style of negotiation known as single text.

Background: The Cause

The dispute between Egypt and Israel has been going on nearly since the beginning of recorded history. Ancestors of both Arab and Israeli descent can be traced to Palestine, the area that thousands of years later has become the geographical hotbed of conflict. The Jewish people were driven out of Jerusalem by the Romans in what what is commonly referred to as the Diaspora, or "scattering" (Tessler 1994, 7-16).
The modern struggle began in the mid-1800s when Moses Hess, a German Jew considered the father of the Zionist movement, wrote a paper regarding the need for Jews to return to their homeland in Israel. By the end of the 19th century, after the first of six “aliyahs” or literally “ascents” to Palestine, which would eventually send over a half-million Jews to the area, Theodor Herz, an Austrian Jew, wrote *The Jewish State*, which called for the establishment of a Jewish State in Palestine. The mass immigrations of the Jews returning to their homeland would unfortunately have the effect of causing a Palestinian diaspora, scattering Palestinian Arabs out of their homeland and into the neighboring Arab countries of Jordan, Syria and Lebanon. The mid-twentieth century would see establishment of the Jewish state and the conflict between Israel and Egypt would be the cause of much bloodshed and many wars (cited in Tessler 1994, 170-173).

By 1967, the United Nations called for a cease-fire and acceptance of UN Resolution 242: Israel must relinquish captured land in exchange for Egypt recognizing Israel as a state. Unfortunately, each country would interpret the resolution differently. Egypt wanted the captured lands back before recognizing Israel; Israel wanted to be recognized as a state first before giving back an agreed amount of lands. Egypt saw UN 242 as land-for-peace; Israel, peace-for-land.

Unfortunately, although the UN resolution also called “for achieving a just settlement of the refugee problem,” the Palestinian issue remained a side issue, partially due to the international disdain for Yassar Arafat, then considered a terrorist. Henry Kissinger also promised that the U.S. “would not recognize or negotiate with the PLO until it acknowledged Israel’s right to exist and accepted UN Resolution 242 as the
as the basis for resolving Middle East disputes” (Carter 1982, 281).

The Realization: The Need for Mediation or Intervention

The conflict continued. Sympathetic Arab neighbors were slowing down the shipment of oil to the United States and warming up Soviet relations in Egypt. The stage was set for newly-elected President Jimmy Carter. Representing the U.S. as a powerful third-party mediator with muscle, he would invite the leaders of the two countries, Menachem Begin of Israel and Anwar Sadat of Egypt, to a retreat in the mountains of Maryland in hopes of gaining their undivided attention and a solution to the Middle East crisis.

Earlier attempts at negotiating peace during the Nixon era had failed. Henry Kissinger, Nixon’s National Security Adviser, felt that the United States had intervened in too-public a way with the Rogers Plan (developed by then Secretary-of-State William Rogers) causing the role of an “impartial negotiator” to be in question. Kissinger believed the negotiations would be best held in secret (Quandt 1993, 129) and was later criticized for his “shuttle diplomacy” that many considered a “tactic” which failed to “convey any sense of long term purpose” (Quandt 1993, 219).

By the time Jimmy Carter took office in 1976, the Middle East crisis was his first priority; fortunately, both his Secretary of State Cyrus Vance and his National Security Advisor, Zbigniew Brzezinski agreed (Quandt 1993, 256).

The Pre-mediation Period

An important part of the single text negotiation process is the time spent in preparatory analysis. Although he did not decide on the style of negotiation he
would use until well into the Camp David retreat, with the long-standing, complicated history of the Mideast, President Carter realized the importance of spending time getting to know the disputants personally, meeting with Anwar Sadat first and then the newly elected Menachem Begin. He also met with the leaders of Jordan, Syria and Saudi Arabia (Carter 1982, 286-287), then met with congressional leaders (Carter 1982, 289).

Earlier, direct negotiations between the two countries had failed and relationships deteriorated. President Carter considered drawing up “an ‘American Plan’ to sell to Sadat and Begin, but Sadat was more flexible and visionary in approach; Begin much more detailed and “committed to his own proposal” (Carter 1982, 307). After more violence between Egypt and Israel and futile attempts at negotiations on neutral ground, Camp David came to pass in September of 1978 (Carter 1982, 315).

As a first step, Jimmy Carter instructed Cyrus Vance and Zbigniew Brzezinski “not to consult with each other but independently to devise briefing notebooks for me, envisioning an ultimate agreement” (Carter 1982, 317). In the days before the actual retreat, Carter would study the “psychological analyses of the two protagonists,” Sadat and Begin, as well as State Department and National Security briefs and “on-the-spot” reports from the Ambassadors to Egypt and Israel and White House advisors (Carter 1982, 320-22). By the time he arrived for the Camp David talks, President Carter, with “maps, briefing books, notes, summaries of past negotiations. . . annotated Bible. . . a good dictionary and thesaurus” (Carter 1982, 322) was fully prepared for the type of commitment he would eventually need for using the single-text method.
The Setting

The amount of time necessary to conduct the single-text process is unfortunately one of its biggest disadvantages; therefore, in order to progress in any reasonable amount of time, complete and undivided attention to the process is optimum. The fact that “three leaders would be isolated from the outside world”—for thirteen days—is historical in and of itself. President Carter was criticized for excluding the press (Carter 1982, 317-19), but this element too, is helpful to the process in that the single text, working document is evolving constantly and leaks to the public before a framework of agreement is reached could cause a loss of constituency support if viewed in its in-process phase. Again, each party was unknowingly being readied for an optimum arrangement for using the single-text process.

There is no doubt in my mind that success would have been impossible if we had explained our own opinions or goals to the press each day. It would have been difficult to be flexible, with every necessary change in position being interpreted as a defeat for one or more of the negotiating parties. (Carter 1982, 331)

The Single Text Process

As the mediator, President Carter “kept meticulous notes, recording verbatim some of the more significant statements” and “immediately dictated a complete record of the discussion” (Carter 1982, 327). The decision to use the single-text process came only after Carter had been observing Sadat and Begin in a heated discussion on day three. “They began arguing about who had conquered whom, and I had to intercede to convince them that neither was claiming that the other represented a defeated nation” (Carter 1982, 350). Carter continued trying to referee but, “All restraint was now gone.
Their faces were flushed and the niceties of diplomatic language and protocol were stripped away” (Carter 1982, 351). Carter realized that no progress was being made, the difference too great between the negotiating tactics of the two leaders; Sadat, who under pressure “moved away from details and words into the realm of general principles” and Begin, who under that same pressure became more insistent on “discussion of minutiae or semantics” (Carter 1982, 356-57). Hard line bargaining would not produce a lasting agreement between these two nations; and so it was at this point that Carter employed the single-text procedure.

These differences shaped the negotiating technique I developed in the days ahead, and eventually opened up the road to an agreement. I would draft a proposal I considered reasonable, take it to Sadat for quick approval or slight modification, and then spend hours or days working on the same point with the Israeli delegation. (Carter 1982, 356)

The Evolving Document

Both Sadat and Begin each had their own proposals as well as the United States who, in this mediation, was a powerful third party. Some areas of agreement seemed within reach; others intractable. Sadat was “much more willing to strive for a comprehensive agreement, while Begin would probably want to limit what might be achieved, because he was more satisfied with the status quo” (Carter 1982, 328). President Carter had a list of ideas as well. Each of the three leaders also had their constituents to face once an agreement was reached. The single-text process, which explores possible points of agreement separately and evolves neither with ownership nor immediate commitment on any particular point, was the perfect match to this complex and highly-charged meeting between Sadat and Begin. Once Carter decided on the single-text method, working
with each man separately, “for the last ten days of negotiation leading up to the final agreement, the two men never spoke to one another” (Carter 1982, 333). President Carter used these separate meetings to his advantage as it allowed for a freedom of expression which would most likely be thwarted in a face-to-face exchange.

The single text method of focusing on the evolving document rather than on each other also allowed Carter, as mediator, to speak freely of his own proposals during these private meetings. He was careful to list from his notes all “areas of agreement” as he understood them (Carter 1982, 333). As each leader would view and modify the text, each potential agreement statement was refined, even to the smallest linguistic detail. “We were destined to spend several hours one evening seeking a common understanding of what ‘autonomy’ meant—unsuccessfully” (Carter 1982, 335). It is this tediousness that requires patience and commitment to the single text method. The drafting, viewing, modifying process takes time and skill, and at Camp David “twenty-three versions of the Framework for Peace” were prepared (Carter 1982, 344).

The Palestinian homeland issue surfaced repeatedly but, as history would show, the agreement never fully covered the rights of these refugees. Because the single-text process works toward generating potential “we agree” statements, the final document may leave out some of the most difficult issues; however, the alternative of no agreement at all is lessened.

The Agreement

The single text process clarifies the points of agreement; however, because the method requires the SNT to be frozen at some time, the points of no agreement are
clarified as well. Carter was careful to note that “where we could not reach a final agreement on an issue at Camp David . . . we should carefully define what differences remained, so that we would not later have to start at the beginning” (Carter 1982, 333).

In the single-text procedure, the mediator is often a powerful third party who, late into the process, will add inducements to hasten agreement between disputants. In this situation, President Carter made the assurance that “the direct interest and influence of the United States would help ensure it, no matter who might lead our nations in future years” (Carter 1982, 335). The U.S. gave financial and security aid as inducements as well.

Once the document is frozen, a framework for agreement results. Although by its very nature, the single-text process may leave many issues unresolved, the issues agreed upon during the process become the basis for long-lasting agreements. It is unfortunate that a Palestinian homeland was one of the unresolved issues. However, the Camp David Framework for Peace became the basis for the eventual Peace Treaty signed in March of 1979. Since that time neither Egypt nor Israel has instigated a hostile action toward the other.

Reflection

Years later, in 1991, Jimmy Carter would look back on the Camp David Accords favorably even though he realized the shortcomings of not having the Palestinian voice in the negotiations. He lamented that Israel still refuses to give autonomy to the West Bank and Gaza Palestinians and that the PLO charter still calls for the destruction of Israel (Carter 1991, 5). At the same time, recognizing the positive features of
Camp David, Jimmy Carter is quick to point out:

But it is not a hopeless case. . . . the people of the region want peace. . . . The obstacles are the political leaders. Finally, the Camp David framework—I suggest you all read it. It’s only eight pages long. . . . still a viable document. It’s not a Biblical text. It can be modified. (Carter 1991, 5)

The Palestinian issue is forefront in the news today; the leaders of Israel and the Arab world are working together to bring about peace. This willingness to cooperate can be directly traced back to the efforts of Carter, Sadat, and Begin who were able to use a style of negotiation—not yet commonly referred to as single-text—which would allow for an unprecedented agreement between two warring nations.
CHAPTER 3
METHODOLOGY

Introduction

The purpose of the study was to determine and develop the content of a course which would enable participants to recognize, learn, and subsequently apply the skills necessary to use the single-text method of negotiation in a variety of business situations.

Research Design

The methodology used in the study is descriptive research which, according to Merriam and Simpson (1995), is

\[\ldots\text{to systematically describe the facts and characteristics of a given phenomenon, population, or area of interest. Description may include (1) collection of facts that describe existing phenomena; (2) identification of problem or justification of current conditions and practices; (3) project or product evaluation; or (4) comparison of experience between groups with similar problems to assist in future planning and decision making. (61)}\]

This study describes the (1) historical basis and characteristics of single-text negotiation; (2) problem of modifying—for use in a variety of business situations—the information learned through participation in current case studies; and (4) interviews and/or surveys with consultants, professors, and students to determine the content of a course in single-text negotiation.
Source of the Data

Three experts in the field of conflict resolution, each of whom are either consultant, academic professor, or both, plus one former law student who participated in the single-text negotiation course while attending Harvard, were interviewed (1) in person, (2) by phone, (3) by survey, or (4) some combination of the first three. The consultant/professor selection was based the expertise of each in both the process and the content of various styles of negotiation; the student selection was based on his intimate knowledge of participating in a course on single-text negotiation from a learner’s perspective.

Dr. Daniel Dana (1993), author of Managing Differences, is a professional mediator who is considered a pioneer in the field of conflict resolution. He is the internationally recognized originator of Managerial Mediation, and the founder and Executive Director of Mediation Training Institute International. Dr. Dana resides in Kansas City and also teaches college courses on conflict resolution throughout the United States including Ottawa University.

Dr. Christopher Mitchell is professor of Conflict Resolution and International Relations at George Mason University, and Director of the Institute for Conflict Analysis and Resolution. He is an international expert on third-party involvement and the author of The Structure of International Conflict (1981), Peacemaking and the Consultant’s Role (1981), and New Approaches to International Mediation (co-authored with Keith Webb, 1988). His articles on the theory of de-escalation and conciliation have been published in journals such as International Studies Quarterly,

Frank Blechman is the Field Coordinator for the Applied Practice and Theory Program at the Institute for Conflict Analysis and Resolution at George Mason University, where he directs, monitors and supervises fieldwork conducted by faculty and students. He has extensive experience in conflict research and analysis, conflict intervention, mediation and conciliation of public issues, designing conflict-resolving systems and providing training. He has led interventions in disputes involving land-use, transportation, historic preservation, educational structures and ethnic rivalry and governance.

Jay Prabhu is a 1996 graduate of Harvard Law School, working for a law firm in Washington, D.C. Mr. Prabhu received his Master’s degree from the Kennedy School of Government, at Harvard, and has taken courses in negotiation from Professor Roger Fisher and Bruce Patton, including some which utilized the single-text negotiation procedure.

An additional source of data resulted from a survey, designed by the researcher to gather information for determining the content of a college course on single text negotiation. The survey was completed immediately after participating in a college course, also designed by the researcher, on single text negotiation.

The literature review offered information about the origin of both the term and method known as single-text, as well as historical information on a documented example of using single-text negotiation style.
Assumptions and Limitations

The subject of single-text negotiation, chosen by the researcher, is not widely circulated in common areas of publication. Some of the references used in the literature review were from unpublished documents or working papers not readily available and had to be ordered. Additionally, learning new sources through personal correspondence with professors showed how few are familiar enough with the technique to answer the survey. Even fewer were able to provide help with the origin of the term “single-text” or the theory itself. Time allotted for the return of correspondence seemed never enough; new sources given in these responses required more time, a never-ending cycle.

Instrumentation

The interview questionnaire, conducted with the consultant, was designed and tested not only to gather information, but also to test each question as to its merit in regards to the research question. Any alterations would then be made before the survey was developed. This original interview questionnaire is found in Appendix A.

The subsequent survey used for the consultants, instructors and former student consisted of questions which were (1) designed to determine the content and length of a course in single-text negotiation, and (2) broad-based to gather information the field of conflict resolution. Questions were open-ended without restriction on length. This survey is found in Appendix B.

The outline for a course in single-text negotiation, including the actual case study simulation and instructions are found is Appendix C. The post-simulation survey,
given to students immediately after the researcher conducted the course is found in Appendix D.

Procedure

Initially, the researcher decided that an in-depth historical review and research of the single-text procedure, and a college course designed specifically to teach this procedure would be a worthwhile project and a contribution to the field of conflict resolution. Dr. Dana agreed to be a mentor for the project, stating the information would be helpful to the field.

The month of March was devoted to the initial search for literature relevant to the field of conflict resolution with particular emphasis on single-text negotiation. Books and journals as well as electronic media were searched; conflict resolution as a subject provided many resources, single-text negotiation offered only a handful. The on-line search found the case studies which were ordered and received from Harvard. These case studies provided the name of an author who wrote on the subject.

The month of April was devoted to on-line searches on the subject of conflict resolution and from this came information on summer institutes. The researcher chose to attend a week session in July entitled “Designing College Conflict Resolution Curricula” at the Institute for Conflict Analysis and Resolution (ICAR) at George Mason University (GMU) in Virginia. A databank search was conducted via telephone with the manager of the Clearinghouse at the Program on Negotiation at Harvard; additional key case studies were ordered and received.
In May, the researcher taped an interview in Kansas City with Dr. Dana regarding the field of conflict resolution in general and the content of a college course in particular. The questionnaire developed specifically for this interview was improved upon for the upcoming survey. The researcher contacted the Kennedy School of Government to search their databank for information; a case document was ordered and received.

In June, the researcher gave a one-hour presentation focusing primarily on the history of the Arab-Israeli conflict and its connection to single-text negotiation to students in one of Dr. Dana’s conflict management courses at the University of Hartford in Hartford, Connecticut. The researcher observed the in-class simulation on single-text negotiation as given by Dr. Dana; a discussion with him regarding the in-class simulation advantages and disadvantages followed.

In July, the researcher attended the summer institute at ICAR which was conducted by faculty members Dr. Christopher Mitchell, Frank Blechman, Dr. Richard Rubenstein, and Wallace Warfield as well as Barbara Wein, director of the Consortium for Peace Research, Education, and Development (COPRED). The week series consisted of many discussions, among those most relevant to the project being: (1) “Core Knowledge and Skills; Where Does the Field Begin and End?” (2) “Linking the Study of Conflict and its Resolution to other Disciplines,” (3) “Focus for a Program; Theories, Problems, or Disciplines,” (4) “Teaching Methods and Approaches,” (5) “Concepts, Case Studies and Experiential Learning,” (6) “Options, Concentrations and Specializations,” (7) “The Challenge of Teaching Theory,” and (8) “Skills training; the development of practice and professionalism.” A visit to the GMU bookstore provided working papers from current
and former ICAR faculty. The survey was handed out to all who were conducting the summer institute at ICAR. The interview with Jay Prabhu was also conducted during July; a copy of the survey was also given to him to be completed. Also in July, letters were written to Bruce Patton and Roger Fisher at Harvard and Joyce Neu at the Carter Center in Atlanta. A conversation with an assistant at the State Department resulted in the receipt of faxed material.

In September, the researcher wrote to Tom Colosi, Vice President and National Representative at the Office of National Affairs for the American Arbitration Association and Dr. Jerome Barrett of the Society of Professionals in Dispute Resolution (SPIDR).

The months of October, November, and December and January were devoted to: (1) sending letters to Ambassador John W. McDonald, Louis Kriesberg at Syracuse University, Paul Wehr at the University of Colorado, Robert Mnookin at Stanford University, Professor Jacob Bercovitch at the University of Canterbury, as well as two sources in England, and one in Sweden, (2) researching further sources obtained through the letters, and (3) incorporating valuable information regarding the origin of the single-text negotiation term or theory. Writing and editing filled a major part of this time as well as preparing the course outline for the upcoming teaching session in February.

The month of February included presenting the developed course and case study simulation to a class of students taking the same course (at approximately the same time, one year later) the researcher took which inspired the topic for the research project. Additionally, the months of February and March were devoted to finalizing the information gathered from the post-simulation survey and finishing the research project.
CHAPTER 4

PRESENTATION AND ANALYSIS OF DATA

Introduction

The presentation of the material is divided into three major areas: (1) the findings regarding the future content of a course, (2) the outline and materials, and (3) the subsequent findings after presenting the course to college students. The first (1) findings result from interview and survey data gathered from a consultant, the instructors, a student, and the ICAR summer institute on designing college curricula. The second (2) area encompasses the outline and basic materials for the single-text negotiation simulation and course. The third (3) area entails the findings from the college post-simulation survey taken immediately after the simulation on single-text negotiation was conducted with students in class.

Findings Regarding The Future Content Of A Course

The findings of the two interviews and four surveys for determining the college content of a course on single-text negotiation are divided into three general areas: (A) regarding the field of conflict resolution, (B) on the definition, origin, advantages, and disadvantages of single-text negotiation, and (C) on teaching the single-text process. The interview questionnaire is found in Appendix A; the survey in Appendix B.
(A) Regarding the Field of Conflict Resolution

The field of conflict resolution can be defined as one of “applied human interaction” (Blechman) with the theories about the “sources, structure and dynamics of social conflicts” used best for the “search for acceptable, lasting solutions” (Mitchell). The field, “more an art than a science” (Dana), is also viewed “broadly as Human Relations, Processes, Problem-Solving” (Prabhu).

In the last decade the field has become “vastly commercialized” (Mitchell) with “growth and diversification” (Blechman) among professionals and academicians. The coming decade will see a more “rational” (Dana) approach to conflict resolution, the “growth of collaborative leadership” (Blechman) as well the “increased licensing” of marketable conflict resolution techniques such as the “Getting to Yes methodology, which came to the forefront” (Prabhu) in recent years. The research component of the field “will become increasingly discredited” due to “over-claiming” and “under-producing” (Mitchell).

Mentors who were named often had connections to their own institutions. The professors at ICAR listed Jim Laue, John Burton, and Wallace Warfield. Lou Kriesberg, Herbert Kelman are well-known throughout the university structure. The lawyer and former Harvard student chose Bruce Patton and Roger Fisher as well as Doug Stone. The consultant chose names recognizable to the general public as peacemakers; Jimmy Carter and Gandhi who was a “genius about how to create positive change in a very disparate power relationship” (Dana).

The most helpful books suggested varied widely, from the Bible, the Tao,
and Consciousness Explained (Dennett), to more definitive works on negotiation such as The Complete Negotiator (Zartman), Conflict and Communication (Burton), Getting to YES (Fisher), and The Art and Science of Negotiation (Raiffa).

(B) Definition, Origin, Advantages and Disadvantages of Single-Text Negotiation

Single-text negotiation is defined as “using one source to facilitate agreement” (Prabhu) whereby a “third party prepares a draft agreement (text) based on negotiating positions/revealed aspirations of adversaries then carries the text between [them], modifying text according to suggestions” (Mitchell). The single-text or “unified document” is used as a “primary starting point, negotiating vehicle, and prospective end point” (Bleichman).

The origin of the single-text process is most often traced to “Fisher et al. 1969-75” (Mitchell); there is no question that Fisher has been successful in marketing the approach. Although Camp David is also frequently mentioned as perhaps the birthplace of single-text negotiation, it is duly noted that it probably “has a prior history in industrial relations. (Most so-called innovations do)” (Bleichman).

Situations which are “polarized, deadlocked, unyielding to simpler methods” (Bleichman) may find the single-text process advantageous because “it belongs to [the] third party so adversaries can reject all/some of text without aborting the whole process” (Mitchell). It is an “interests-based process where people are encouraged to check their positional demands, [then] compare with their underlying interests” (Dana). Single-text negotiation is often used to “bring disparate parties into the process” (Prabhu) and can
can be used in "micro-situations, like in a work team or in a family as long as the one who is facilitating the process, and also has an interest in the outcome, is trusted by the other players to be fair. . . " (Dana). Single-text negotiation can also be "gratifying to the intervenor" (Bleichman), particularly if the agreement has ended devastational disputes.

The "time and tediousness" (Dana) and "massive resources" (Bleichman) necessary to obtain a mediator, prepare the draft, ready the location, and secure the focused attention of the disputants at an offsite location may cause "resistance to participating" (Dana). Add to that the possible "built-in assumptions that are not necessarily valid in the real world (e.g. assumes legitimacy will attach to result regardless of political situation. . .)" resulting in "yea, we got an agreement but nobody cares but the three people in the room" (Prabhu) and the disadvantages in the international arena are illuminated.

(C) Teaching the Single-Text Process

The time needed for students to understand and experience the single-text process ranged from 4 hours dedicated to single-text following 12 hours of general negotiation training, to ½ day, to 10% of a one semester course on negotiating processes.

The time required for an actual simulation ranged from a few minutes to describe the process with the time spent mostly in the demonstration, to 72 hours appropriate/48 hours minimal, to 2 to 3 days. Observation of another group was mentioned by one as part of the learning process as well.

How the case studies should be designed and developed brought as many answers as
there are possibilities; no obvious agreement in this area. The former student believed that although prepackaged case studies were feasible, there should not be a preparation packet given in advance; one hour of preparation would be adequate. He warned that the “hardest element is assigning roles that the participants are uncomfortable with” (Prabhu). One professor preferred that the case study be prepared in advance by the instructor; the other stated that giving the students a choice of a case study, either prepared in advance or chosen by the group during the class, would be fine. The consultant approved of both options, but preferred the spontaneous method. All felt it beneficial for the students to have at least some familiarity with the topic of the case studies.

Using case studies controversial in content received mixed reviews. One felt that doing so could “show the limitations of the program” (Prabhu) in regards to the role assignments previously mentioned. Another felt that selecting a controversial issue could cause the students to focus too much on the content and too little on the process. “If you take on a highly controversial or emotionally-laden special issue on which people might have some very strong personal conviction it might interfere with their being able to participate in and observe the process” (Dana). The shortest and most pointed response as to whether case studies should be controversial: “Yes. Otherwise, why bother” (Blechman).

Regarding the selection of a mediator for the simulation, “experience and personality” (Prabhu) was considered important. Additionally, determining the motivation to be a mediator, or part of a team of mediators, one might ask the question, “how many of
you could go along with any decision that is made by consensus by everyone else in this room?” Those volunteering would perhaps be less “partisan on the issues” and able to move “people toward common ground.” (Dana).

The key elements for discussion and debriefing include “understanding the other sides’ perceptions and motivations” (Mitchell) as well as “vast time” (Blechman). Also cited was “having the class brainstorm a list of driving factors that help it work and a list of restraining factors that keep it from working” (Dana).

Outline And Materials for a Course in Single-text Negotiation

The course outline centers around a seventy-five minute simulation which uses the single-text process for developing a framework of agreement. The simulation is entitled “The Cookie Dilemma” and is a multi-party, multi-issue problem-solving exercise requiring five groups, one of which is a mediating team. After an introduction to the simulation is given, the students self-select into groups with particular emphasis on volunteering for the mediation team after being reassured that no prior experience in mediation is needed for the exercise. All participants, including the mediation team, receive a general information sheet on each of the four groups (no background information is needed on the fifth team—the mediation group). Separate break-out rooms are assigned, and each group receives confidential instructions regarding their particular perspective on the problem. The four groups then report to and remain in their assigned break-out rooms during the entire simulation.

The mediation team remains in the classroom for a few moments with the instructor
for additional coaching on the single-text process and to assign at least one mediator per group. During this time, each group—already in break-out rooms—begins their list of what they feel is necessary to come to an agreement. Each mediation team member goes to meet with his or her assigned group to explore options and generate “we agree” statements. The mediation team members return to the main classroom to meet as a team; a single-text is prepared incorporating information from each group. The mediation team then returns to each group to view, discuss and modify the single-text, returning to the main classroom as a team to incorporate these modifications into the evolving framework for agreement. Another “round” of negotiations occurs, the mediation team remodifies the single-text and prepares the final document which is presented to all participants upon their return to the main classroom. A debriefing session follows. Total time allotted for the introduction, simulation and debriefing is approximately two hours. The course outline and materials appear in Appendix C.

Findings from the College Post-Simulation Survey

Twenty students were given a two-hour simulation on single-text negotiation which included prepared case studies. Students were split into five groups, one of which acted as a mediation team. The researcher conducted the simulation after a two-hour in-class demonstration was given by their instructor. The resulting survey was completed by seventeen of the twenty students present. The group was approximately one-third male, two-thirds female; half of the group in the 25-40 age range, the other half in the 41-55 age range. Identification of the participant was not requested. The survey was split into
two parts; multiple choice and open-ended questions. The post-simulation survey is
found in Appendix D.

**Findings on the Multiple Choice Section of Survey**

When asked if the initial explanation of the simulation was given enough time,
twelve students (70%) felt it was “adequate” and five students marked that it was
“not enough.” No one felt it was “too long.” When asked about the length of time
(15 minutes) for each round of negotiating session, fifteen (88%) felt it was “adequate”
with two marking that it was “too long.” The time given for debriefing after the
simulation (until class ended, about 30 minutes) was considered “adequate” by thirteen
(76%) of the class, with one student marking “not enough.” Three students did not fill in
this section.

When asked if the “in-class demonstration” (approximately three hours, given by their
instructor), the “actual simulation” (75 minutes, given by the researcher) or “both” were
needed to learn and understand single text negotiation, twelve students (70%) marked
that “both” were necessary. Three students marked that only the “actual simulation” was
necessary and one student had no preference but stated that only one or the other was
necessary.

**Findings from the Open-Ended Questions on the Survey**

When asked to name the biggest advantage in using the single-text style of
negotiation, responses ranged from “shared ownership” to the ability to “bring
polarized groups together,” “allowing several groups to come to a conclusion.”
One student noted this style of negotiation which required working separately allowed
each group to “focus” and “contribute ‘all the way’ thru” with another stating it is “very appropriate for high emotional content between groups.”

Overwhelmingly, the biggest disadvantage noted was the “length of time to process.” The word “tedious” was used many times, with one student noting the “commitment to the process” required. One student felt it a disadvantage not “to see the other group as ‘people’” and another stated a similar concern of being “unable to clearly understand other groups’ points without discussing face to face.”

When asked to list possible uses for the single-text process in his or her place of work, many ideas surfaced from using it to “develop a business plan,” to working on “policy development, mission development,” as well as for “resolution or conclusion in resource allocation.” More specifically, one student listed using the single-text process for “settlement of difficult, complex medical malpractice lawsuits,” and another student saw application of the process as “a tool for assisting clients and their families in reaching agreement.” Use in teams was cited by two students, one stating its benefit in “engaging cross-functional teams and virtual teams (teams that are not together as a work team, but rather just for design or special projects)” and the other seeing its ability to “produce unity of purpose/focus/teamwork.”

Only three of the responding students stated uncertainty on how to use the single-text process in his or her workplace; however, one of those students wrote, “…but, I will work to find a possible way to integrate this process into my problem-solving exercises.”
CHAPTER 5
SUMMARY, CONCLUSIONS, AND RECOMMENDATIONS

Summary

To determine the content for a course in single-text negotiation, the researcher; (1) reviewed the literature on negotiation in general and the historical background in particular, (2) wrote inquiries into the origin of the single-text theory and term to over twenty experts in the field of conflict resolution, (3) interviewed and surveyed four people who were either consultant, professor, or prior student of single-text negotiation, (4) attended a summer institute on designing college curricula in the field of conflict resolution, (5) presented the historical overview of the most widely known use of single-text negotiation to graduate students at the University of Hartford and then (6) observed same students during a demonstration of the single-text procedure, and finally (7) conducted the designed simulation and case study of single-text negotiation to students, followed by a survey, at Ottawa University in Phoenix.

Conclusions

Designing a course in single-text negotiation so that it can be applied in the business setting is a worthwhile project; few case studies exist which teach this process using a business setting. The business section of bookstores are devoid of any materials
teaching this style of negotiation. Few instructors are familiar enough with single-text negotiation to offer simulations to students unless they teach at schools focused on law, international relations, or peace studies; even those who do may not have the necessary tools to teach single-text in a manner which will enable the student to grasp the concept and subsequently apply it in current or future working situations requiring negotiation.

Learning the origin of the term and the theory of single-text negotiation, although not the original priority, has been a more important contribution to the field. Letters written to: (1) professors and researchers, many of whom are published and considered experts in their discipline at major universities in the United States such as Harvard, Syracuse University, Stanford University, Wayne State University, Rutgers University, Northwestern University, George Mason University, and the University of Colorado as well as those at Centers for Conflict Resolution in Canada, Sweden, and the United Kingdom, (2) field experts holding major offices in dispute resolution organizations such as the American Arbitration Association and the Society of Professionals in Dispute Resolution (SPIDR); and (3) private organizations such as the Carter Center in Atlanta revealed not only a general lack of information regarding the origin of the term single-text negotiation, but also an expressed interest in the outcome of the researcher’s work.

Of those who responded to the researcher’s inquiry, three out of four were familiar with the single-text procedure, however fewer than half had any possible names or sources for further research on the origin of the term. Of those respondents, all were helpful in some way, but four were key; (1) Bruce Patton at Harvard who wrote regarding the “codification” of the term; (2) Tom Colosi, a Vice President at the
American Arbitration Association who suggested the researcher contact (3) Ambassador John McDonald, formerly with the Foreign Service, who stated in a phone conversation that he could be quoted in the research as the originator of single-text negotiation, a process he used during his time with the State Department, and (4) Lou Kriesberg, whose phone call confirmed the early use of the process in the State Department.

Recommendations

Further research into the earliest use of single-text negotiation is important. The State Department and the United Nations is a good starting point; however, many of the key players during the fifties and sixties when this style of negotiation was evolving may be nearly, if not already, retired from their careers in government and may be hard to locate. A comprehensive background search into single-text negotiation to determine the earliest use of the process would be a significant addition to the literature.

Unfortunately, letters written to Professor Roger Fisher in July of 1996 and again in November were unanswered; a letter from one of his assistants stated that in September, Professor Fisher had open heart surgery. If able to be contacted at some time in the future, he would most likely have valuable information regarding single-text negotiation.

Single-text negotiation is transferable to organizations. Teaching this style of negotiation to students outside the traditional settings of law and social sciences in an effective and efficient manner would (1) empower all who learn how to use the method in everyday business settings, (2) keep the single-text process current, and (3) reduce conflict in the workplace.
REFERENCE LIST

Amparano, Julie. 1996. “Unruffling Feathers: Workplace becoming a minefield of feuds, personality clashes.” Arizona Republic, 2 June, (D)1 and (D)3.


APPENDIX A

ORIGINAL INTERVIEW QUESTIONNAIRE
1. **On the field of Conflict Analysis and Resolution:**

1. What is your definition of the field of Conflict Analysis and Resolution?

2. How has the field changed in the last 5 years? Ten years?

3. What changes do you anticipate in the next 5 years? Ten years?

II. **As an expert in the field:**

4. Who are your mentors? Who would you study with if you could study with anyone (present or past) in the field?

5. Which one book stands out as the authority or reference guide to the field? As an inspiration?

III. **On Single-Text Negotiation:** (based on H. Raiffa's definition of a "text to be criticized by all parties, modified, remodeled in an iterative manner, keeping parties' attention focused on the composite text towards a cooperative agreement"

6. What is the biggest advantage in using a single-text document as continually modified by a mediator, over multi-text documents with negotiators for each party involved?

7. What is the biggest drawback?

IV. **On Teaching a course in Single-Text Negotiation:**

8. Is a one-day (8hr) seminar enough time for students to gain an understanding of the single-text procedure?

9. Is 1 ½ to 2 hours a reasonable time for the actual single-text negotiation process simulation? What would be ideal?

10. How much time is needed to prepare for roles in the simulation? Additionally, should an orientation packet be distributed at registration?

11. How should the mediator for the single-text procedure be selected? Should there be two mediators per case? Should key qualities be expressed?
12. Is knowledge of student background/major important in developing/assigning case studies?

13. Should case study/simulation be controversial in context? If so, to what extent?

14. What are the key elements for discussion and debriefing after the simulation?
APPENDIX B

CONSULTANT, INSTRUCTOR, STUDENT SURVEY
SURVEY

Regarding the field of Conflict Analysis and Resolution:

1. Please circle all that apply:
   
   Author     Consultant     Instructor     Student

2. How would you define the **FIELD** of Conflict Analysis and Resolution?

3. What major changes have you experienced in this field in the last five years?
   
   In the last ten years?

4. What major changes do you foresee in the next five years? In the next ten years?

5. Who are your mentors (past or present) in the field of Conflict Analysis and Resolution?

6. List the book(s) you consider most helpful on negotiation:
On Single-Text Negotiation  (A.K.A. “One-text”)

1. How do you define the process known as single-text negotiation?

2. What is your understanding of the origin of this process?

3. Which type of negotiation situations are best solved by using the single-text procedure?

4. Please list the key advantages in using the single-text process:

5. Please list the major obstacles you have encountered in using this process:
SURVEY
Page 3 of 3

*On Teaching a College Course in Single-Text Negotiation:*

Please answer the following questions based on a student population with a limited amount of negotiation background:

1. How much time is reasonable to introduce the single-text procedure? What would be ideal?

2. How much time is reasonable for a single-text process simulation? What would be ideal?

Please answer the following questions based on giving the students the opportunity for a single-text process simulation as a group.

3. Which style of simulation do you prefer? (Circle one)
   A. “Case Study” subject chosen by group during the class
   B. “Case Study” prepared in advance by instructor
   C. Giving the class the choice of A or B

4. Is knowledge of student backgrounds and majors important in developing and assigning case studies? Why?

5. Should case studies be controversial in content? Why?

6. What are the key elements for discussion and debriefing after the simulation?
APPENDIX C

SINGLE-TEXT NEGOTIATION COURSE OUTLINE
Single-Text Negotiation  
Course Outline

Time Needed: Approximately 4 hours (1/2 day session)  
Materials Needed: Overhead Projector, writing materials, classroom, 4 break-out areas  
Participants: At least 16 (4 groups of 3 each, one mediation team of 4)

INTRODUCTION TO THE PROJECT

- Historical background on Single-text negotiation

SIMULATION

- Pre-Simulation Instructions
  
  - All participants receive general background information sheet on the prepared case study, “The Cookie Dilemma”  
  - Opportunity to volunteer to be part of the mediation team (one of the five groups)  
  - Self-select into the 5 groups (as evenly as possible, at least 4 on the mediation team)  
  - Assign break-out areas (one per group, mediation team remains in classroom)

- Actual Simulation
  
  - Groups move to break-out areas; begin writing “positioned statements”  
  - Mediation team remains with instructor; receives “Instructions and Timing” sheet

  - Round One (Parts one and two) and Round Two (parts one and two) are conducted

  - Participants return to main classroom for presentation of negotiated “framework of agreement”

POST-SIMULATION

- Debriefing session
Single-Text Negotiation Simulation

Debriefing Session

For the Mediation Team:

- Were you able to help your group “enlarge the pie” (generate additional solutions?)
- Were you able to help your group understand the other parties’ needs, getting beyond their “positions?”
- Did you feel you were in a “transforming” role? Was it powerful? Helpful? Inspirational?
- How did you search for common ground to try to minimize differences?
- What skills did you use that were new to you?

For the Break-out Groups:

- What was your initial reaction to when you arrived in your break-out room to write your “positional statements?”
- To what degree did you “fit” into your assigned roles? How quickly did you assimilate?
- What amount of time during your sessions (without the mediator present) did you use on the simulation?
- How did you work through being separated from the other parties?

For all Participants

- Logistically, how did the simulation work for you? (Break-out rooms, rounds of mediation, etc)
- What worked well?
- What could be improved? Suggestions?
GENERAL INFORMATION:
(given to all participants)

Parties Involved: *Gourmet’s Delight, Mr. Yummy’s Cookies, Union representatives for Mr. Yummy’s Bakers, The Emerald Capital Group*

**Gourmet’s Delight**

- Management: The Founders, each in their early 40’s (college roommates) who started the company together and who still run the company in their entrepreneurial (empowerment) style
- Founded: 1981
- Annual Sales: $85 million
- Employees: 180, Non-Union
- Location: Johnson, Virginia (town of 11,000)
- Products: Highest Quality, beautifully packaged gourmet cookies, premium-priced but worth it.
- Target Market: Mid to upper income “dinks” (double-income, no kids)
- Distribution: 4,000 Specialty and Dept. Stores nationwide; particularly for the Christmas season.
- Market Share: 85%, and the #1 Brand among their Distribution (see above)
- Equipment: Very Good, operates at 60% capacity during the 1st, 2nd, 3rd quarters, but is out-of-capacity in the 4th quarter, so they must “out-source” to local bakeries to help fill orders.
- Profit: Has been increasing the last 4 years; however, the percentage is still well below industry average.

**Mr. Yummy’s Cookies**

- Management: Hierarchical structure, the President (mid-50’s) is a strong, effective leader who has been with company for 31 years.
- Founded: 1943
- Annual Sales: $240 million
- Employees: 550, Strong Union
- Location: Hatley, Ohio
- Products: Value-priced and packaged ginger snaps, fig bars, sugar wafers, and animal crackers.
- Target Market: Families watching their budgets
- Distribution: 22,000 Grocery Stores nationwide throughout the year; often seen on endcaps.
- Market Share: 28% which is good in a category always competing for retail shelf space; considered the #1 “value-priced” brand.
- Equipment: Old, but in very good condition; operates at 93% year-round.
- Profit: 16 years of increased profits; the last two years however have been flat. This year is lagging behind by 5%. Profit Dollar Contribution is still above the industry average.
Emerald Capital Group

- Emerald Capital Group is the holding company which owns both Gourmet Delight and Mr. Yummy's Cookies.
- Purchased Mr. Yummy's in 1979. Gourmet's Delight three years ago.
- Emerald Group currently owns 20 companies, primarily in the food and beverage industry.
- They acquire privately-held companies with consumer brand awareness.
- Give better-than-average returns to their investors.

Instructions and Timing for the Simulation
(please assign a timekeeper per group)

Groups: Break into 5 groups (as evenly as possible)
1. Gourmet's Delight, 2. Mr. Yummy's Cookies, 3. Union Representatives for Mr. Yummy's
4. Emerald Capital Group, and 5. Mediating Team (need at least 4 participants)

Find a separate "break-out" area where will not be overheard by another group. The mediator assigned to your group will visit your area. Do not move around until returning to classroom at end of exercise.

Make sure you have the General Information and the Confidential Instructions (for your group only!)

75 minutes for the Actual Simulation (important to stay on track)

Go to Break-out area:
- 5 min. Prepare "positional" statements (what we are for, what we are against)
- 10 min. Meet with your assigned mediator(s) Generate "we agree" statements (limit 2 or 3)
- 15 min. Continue to discuss possible options in your group.
- 15 min. Meet with your assigned mediator(s) View the text; discuss and modify.
- 15 min. Continue to discuss possible options in your group.
- 15 min. Meet with assigned mediator(s) Finalize each "we agree" point. Separate out the "no agreement" points.

- 10 min. BREAK; then return to classroom (ATTN: Mediators will be preparing the "Framework for Agreement" during this time.

20 minutes for Debriefing and Survey

- Presentation of "Framework for Agreement"
- Discussion of roles/participation/simulation
- Survey

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CONFIDENTIAL INSTRUCTIONS
(To All Participants: the “date” is sometime in late January)

The Emerald Capital Group

Roles: You will each play Board Members. Your “real life” outside of the Emerald Group Board membership may include positions such as: a corporate lawyer, President or Executive VP of a firm, general manager of a company, etc. In each case, you are at the top of your expertise. Feel free to “make-up” your titles and the company name, etc.

- You are aware personally aware of the tension regarding the 3 major investors who threatened (at the first major investors meeting this year) to pull their money out if they did not see noticeable improvements in the profits at both Gourmet Delight and Mr. Yummy’s Cookies.

- You immediately called a meeting to discuss the seriousness of the situation to consider offering the following possible action:

  - Close down the Gourmet Delight operation in Johnson, Virginia and relocate the founders to Hatley, Ohio (who are contractually obliged)
  - Absorb Production, Distribution, Sales, and Marketing for all product into the Mr. Yummy’s Cookies plant in Hatley, Ohio.

- However, some disagreement surfaced. Among your concerns:
  - Mr. Yummy’s Cookies ability to maintain volume and profits if Gourmet Delight is shut down and operations moved to Ohio. (See general Info sheet)
  - The Union contract (Mr. Yummy’s Cookies) is up October 1st. The last contract was settled after a long and bitter battle; equipment was sabotaged.

- You have decided to use Emerald’s highly successful MEDIATION TEAM who will assist in the forming of a “Framework of Agreement” using the single negotiating text procedure. They suggested the Union representatives also participate in this exploratory session and you agreed.

- You will be considered as one of the “parties” which means that you also will work with the mediators and reviewing the single text, adding your modifications as well.

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The Union Representatives for Mr. Yummy’s Cookies

Roles: You are each to play representatives of the union. Note that Ohio is a very unionized state; the “baker’s” union is one of the oldest in the United States.

- You are aware of the most recent investors meeting (at the beginning of this year) of the Emerald Capital Group in which 3 major investors threatened to put their money into other opportunities if they did not see noticeable improvement in profits at both Gourmet Delight and Mr. Yummy’s Cookies by the 3rd Quarter “Results meeting” in November (eleven months from now).

- You are aware of the discussion this month at the Emerald Capital Group Board meeting of the possible shut-down of Gourmet Delight (Johnson, Virginia) moving all operations to Hatley, Ohio.

- You are aware that Gourmet Delight was non-union; you are concerned about the utilization of a temporary labor pool and an overall dilution of the union’s strength if any of the workers from Virginia are relocated to Ohio.

- Your contract is up October 1st. The last contract dispute was bitter; many members are not as likely to support another strike, especially if non-union workers are brought into Hatley.

- Unfortunately, during the last contract dispute, some of the equipment was re-wired (to short-circuit) by an angry union worker when management was working in the factory trying to produce product during a work “slow-down.”

- This is your first invitation to an exploratory session with management.

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Gourmet's Delight

Roles: You will each play one of the Founders

- As founders, you sold to the Emerald Capital Group 3 years ago; remaining on to run the company as part of a 5 year contract at which point the final pay-off is given to you.

- You are aware of the most recent investors meeting (the beginning of this year) of the Emerald Capital Group in which three major investors threatened to put their money into other opportunities if they did not see improvement in profits at both Gourmet Delight and Mr. Yummy’s Cookies by the 3rd Quarter “Results meeting” in November (eleven months from now).

- You are aware of the discussion this month at the Emerald Capital Group Board meeting of possibly shutting down Gourmet Delight (in Virginia) and moving operations to Hatley, Ohio. As founders, you disagree with this saying, “Sales will plummet; they (Mr. Yummy’s) do not know our market.”

- Each of the you has close ties to the community; one of you is actively involved in local politics in Johnson. All of you are generous to the local community charities and the local schools.

- It is the intention of each of you to remain in Johnson: the town has recently suffered the pull-out of a small pharmaceutical plant due to a merger. However, you also realize that you could be forced to submit to a number of management decisions by Emerald but are encouraged by this exploratory session.

NOTES:
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Mr. Yummy’s Cookies

Roles: You will each play Vice-President of your respective department. Assign a department to each person, in this order first: (1) HR, (2) Production (3) Distribution, (4) Marketing, (5) Sales (6) Finance. (Additional participants may use each of these departments again; play roles of Senior Management)

- The President set the following goals during a “Vision Statement” luncheon at the end of last year.
  - HR: Reduce workforce. Investigate temporary labor pool.
  - Production: Increase machine capacity to from 93% to 98%. Reduce overtime.
  - Distribution: Align major carriers; negotiate a reduction in transportation costs.
  - Marketing: Reduce packaging costs; reduce advertising budget.
  - Sales: Increase orders to warehouse club stores and grocery distribution warehouses. reduce less than truckload shipments to smaller, less profitable accounts.
  - Finance: streamline credit department; develop program to look at each customer in terms of profit contribution to the company. Update software to meet these goals.

- You are aware of the most recent investors meeting (the beginning of this year) of the Emerald Capital Group in which three major investors threatened to put their money into other opportunities if they did not see noticeable improvement in profits at both Gourmet Delight and Mr. Yummy’s Cookies by the 3rd Quarter “Results Meeting” in November (eleven months from now).

- You are aware of the discussion this month at the Emerald Capital Group Board meeting of possibly shutting down Gourmet Delight (Johnson, Virginia) and moving operations to your plant in Hatley. However, you disagree as you each have your “plate full” (see above Vision bulleted goals) and fear the additional strain may hurt the “core” business produced by Mr. Yummy’s.

- You are aware that the President, your boss, may not want to take on the Gourmet Delight “problem” either but answers to the Emerald Capital Group and knows they are watching his/her leadership capabilities during this dilemma. The President is also watching your ability to take on challenges.

- The Union, whose contract is up October 1st, has found out about the possible shut-down of the Gourmet Delight operation; the Mediation Team has suggested the Union representatives attend this exploratory session.

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The MEDIATION TEAM (Need at least 4 participants; 5 is better)

Roles: The Mediation Team is comprised of a 3-year, rotating membership of senior level executives from various food and beverage companies owned by the Emerald Capital Group. You have each received training in mediation techniques in general and specific training in the single negotiating text procedure. Assign roles (and title, if you desire) in the following order: (1) Human Resources, (2) Production, (3) Distribution, (4) Marketing, (5) Sales, and (6) Finance. If you need more roles, you may duplicate.

Note: At this given time, no one from either Gourmet’s Delight or Mr. Yummy’s Cookies is involved in the rotating membership for the Mediation Team.

• At the most recent investors meeting (at the beginning of this year) of the Emerald Capital Group, 3 major investors threatened to pull their money out if they did not see noticeable improvement in profits at both Gourmet Delight and Mr. Yummy’s Cookies by the 3rd Quarter “Results meeting” in November (eleven months from now).

• The Emerald Group Board met shortly thereafter and discussed the following possibilities:
  • Close down the Gourmet Delight operation in Johnson, Virginia and relocate the founders to Hatley, Ohio. (They are in the 3rd year of a 5-year buyout)
  • Absorb Production, Distribution, Sales, and Marketing for all products into the Mr. Yummy’s Cookies operation

• However, some disagreement surfaced. Among the concerns:
  • Mr. Yummy’s Cookies ability to maintain volume and profits if Gourmet Delight is shut down and operations are moved to Ohio. The additional strain may be too much (See General Info sheet).
  • The Union contract (for Mr. Yummy’s Cookies) is up October 1st. The last contract was settled after a long and bitter battle.

• The Emerald Capital Group is using you, the MEDIATION TEAM, to explore possibilities using the single text procedure, setting up a “framework of agreement” which will result in a mutually acceptable resolution to this dilemma.

• Emerald Capital Group will be one of the “parties” to this exploratory session; their input is critical. Your final proposal to the Emerald Capital Group will be this “framework of agreement”
MEDIATION TEAM

Please refer to the “Instructions and Timing for the Simulation”

First 5 Minutes: discussion, assigning mediators, reviewing the General Information sheet on each “party.” (Break-out groups will be writing their “positional statements”)

Round One, Part One: 10 minutes (Each mediator meets with assigned group)
1. Generating the initial single negotiating text with your assigned group
   • Review their “positional statements” and look for their underlying interests
   • Gather “we agree” statements (use separate piece of paper for each)
     (in the interest of time, keep a limit of 2 or 3 statements)

Round One, Part Two: 15 minutes (Meet back with other mediators)
2. Modify the initial single negotiating text:
   • Gather all “we agree” statements for all groups (should be no more than 12)
   • Combine similar statements into one; interject and mediator-generated points
     (see Specific Hints for “The Cookie Dilemma” negotiation)

Round Two, Part One: 15 minutes (Each mediator meets with assigned group)
3. Present the modified single negotiating text:
   • Ask for consensus (points of agreement) on each item
   • Modify any areas of discontent on others (language, content, etc)

Round Two, Part Two: 15 minutes (Meet back with other mediators)
4. Modify the single negotiating text again
   • Finalize using only “points of agreement” with consensus; drop the others
   • Formulate the Framework of Agreement from this; prepare to present

SPECIFIC HINTS FOR “THE COOKIE DILEMMA” NEGOTIATION

Possible ideas to interject into single negotiating text:
   • Keep Gourmet Delight open and produce some of the Mr. Yummy’s line
     in the first 3 quarters when machines are at 60% capacity
   • Offer to relocate only some of the founders instead of all
   • Transfer the 4th quarter Gourmet Delight production to Mr. Yummy’s
     instead of sending out to local bakeries in Virginia (at a higher cost)
   • Offer Gourmet Delight the opportunity to have Mr. Yummy’s serve as
     a distribution center for all their products which would save on overall
     shipping costs (because of their high volume, Mr. Yummy’s secures a
     better rate shipping nationwide). Gourmet Delight would only need to
     ship full truckloads to Ohio.
   • Develop Gourmet Delight as a catalog company; produce and ship goods
     out of Ohio. Keep founders in VA (satellite office) as the creative “arm”
   • Sell Gourmet Delight products via the WWW (see above comments)
APPENDIX D

POST-SIMULATION COLLEGE SURVEY
Survey
Single Negotiating Text Simulation

Please take a moment to fill out this survey. Return to Lee Klose as you are leaving the classroom.

1. Please circle appropriate answer

1. Male  Female
2. Under 25  25-40  41-55  55+

3. I was a participant in the group known as:
4. Mr. Yummy’s Cookies  Mr. Yummy’s Union  Gourmet Delight
   Emerald Capital Group  Mediation Team

4. The length of time given for (choose one answer for each letter)
   A. Initial Explanation of Simulation  Not Enough  Adequate  Too Long
   B. Each 15 minute Round  Not Enough  Adequate  Too Long
   C. Debriefing after the Simulation  Not Enough  Adequate  Too Long

5. In regards to learning and understanding single text negotiation, I believe that: (circle one letter)
   A. Both the “in-class” demonstration and the “actual simulation” are necessary
   B. Only the “in-class” demonstration is necessary
   C. Only the “actual simulation” is necessary

6. The biggest advantage of using the single negotiating text process is:

7. The biggest disadvantage of using the single negotiating text process is:

8. The single negotiating text process could be used at my place of work in the following way:

Thank you for taking the time to help improve the teaching process.
BIOGRAPHICAL SKETCH

Lee Klose was born in Los Angeles, California in time to appreciate living there during the sixties and now resides in Glendale, Arizona with her husband, Pete, and seventeen year old puppy named Snickers. Her son, Scott and daughter-in-law Gina reside in Palatine, Illinois—no grandchildren yet. Lee’s professional career began in the mid-70s with Rubbermaid, Inc. where she began as a merchandiser and worked up to the youngest person and first female in the history of the company to attain the position of District Sales Manager, covering the Rocky Mountain States. She went on to work for Avery International in Sales and Marketing, returning to Rubbermaid as a Regional Sales Manager, covering eleven western states and since 1988 has been a Regional Sales Manager for the At-A-Glance Group, makers of appointment books, organizers, and wall calendar, covering seventeen western and central states. Lee and her husband enjoy the Arizona Opera, Phoenix Symphony, and various local theatre groups as well as the solitude and visual beauty of the red rocks in Sedona.