

# MORE THAN A PHASE: FORM AND FEATURES OF A GENERAL THEORY OF NEGOTIATION

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Organizational scholars have systematically studied the negotiation process to guide the development of general descriptive and prescriptive theory. Descriptive research conducted by scholars from anthropology, law, and international relations converge the features required for a general theory. This includes a multiphase process comprising planning, bargaining, and implementation, as well as multiparty process between actors organized within a multilevel structure. We examine to what extent negotiation scholars have incorporated such complexities into their empirical work. In a survey of empirical studies, we observe concentrated efforts to model and measure dyadic interactions in just one phase—bargaining—and the near exclusive use of experimental methods. By contrast, we survey prescriptive theory generated by specialized experts from various negotiation contexts and find that they place greater focus on the preparation and implementation phases. From this review, we recommend that scholars (a) theorize and measure negotiation as a multiphase process with possibilities for recursion, (b) incorporate a multiparty and multilevel structure in which actors beyond negotiating parties can influence the process, and (c) consider agreements as action commitments separate from actually realizing outcomes. In doing so, we discuss the value of integrating analogous work to furnish negotiation theory. We also provide recommendations for novel empirical approaches that move beyond experimental designs of multi-issue bargaining.

## MORE THAN A PHASE: FORM AND FEATURES OF A GENERAL THEORY OF NEGOTIATION

Negotiation is a process that individuals, groups, organizations, even nation states use to exchange, plan for the future, resolve disputes, and solve complex problems. Generally defined as communicating or conferring “(with another or others) for the purpose of arranging some matter by mutual agreement” (“Negotiate,” 2003), it can dramatically

reshape the social and physical environments we occupy.

Consider the recent negotiation about climate change among delegates from 196 nations around the world. On December 12, 2015, these representatives reached an agreement “recognizing that climate change represents an urgent and potentially irreversible threat to human societies and the planet and thus requires the widest possible cooperation by all countries and their participation in an effective and appropriate international response, with a view to accelerating the reduction of global greenhouse gas emissions” (United Nations, 2015). The deal will alter ongoing relations among businesses, governments, and societies for years to come. Although press coverage focused on the direct bargaining that took place during two intense weeks, that focus masked vital actions including decades of prior diplomacy (Davenport, 2015; Harvey, 2015). The widely publicized signing ceremony implied an end

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of the process to outside observers; however, the agreement left significant issues to be determined in the future. Section I of the agreement “decides to establish the Ad Hoc Working Group on the Paris Agreement . . . [which] shall prepare for the entry into force of the Agreement . . . to oversee the implementation of the work programme” (United Nations, 2015: 3). Actually defining commitments that parties will make, ensuring that they follow through on them and assessing impact will entail continued effort for years to come (Milman, 2015; Sachs, 2015). As this example illustrates, negotiation is a complex, multifaceted process among multiple parties and constituencies that is capable of generating significant social change.

Explaining and predicting how modern organizations operate requires understanding how the complex negotiation process unfolds (Greenhalgh, 2001; Mintzberg, 1973; Sayles, 1964). Reflecting the topic’s ubiquity and importance, one can argue that “few areas in organizational behavior have developed as rapidly and with as much depth and breadth as the field of negotiation” (Gelfand, Major, Raver, Nishii, & O’Brien, 2006: 427). The published work constituting this fast growing field consists of descriptive theory tightly coupled to a vast body of empirical research along with prescriptions for practice delivered through books, articles written for managers, academic classes, and training programs (Thompson, 2006).

### COMPARING ORGANIZATIONAL RESEARCH WITH WORK FROM SPECIFIC DOMAINS

Organizational researchers have generated a vast body of empirical findings about negotiation. Researchers from other disciplines and practitioners have narrowly tailored their own explanations of how the negotiation process shapes social decisions in specific contexts. Diplomats and international relations researchers developed theories about how states manage affairs with other countries (Putnam, 1988). Attorneys and legal scholars devised models about how lawyers arrange for the settlement of claims before trial (Mnookin & Kornhauser, 1979). Marriage counselors and clinical psychologists develop theories about solving problems and resolving disputes within a family (Gottman, 1993). Theories of negotiation developed in organization science aim to explain all these situations as well as mergers, joint ventures, employment contracting, business to business sales, and other contexts. The ultimate stated goal of organizational researchers is a truly

general theory because “the structure and processes of negotiation are fundamentally the same at the personal level as they are at the diplomatic and corporate level” (Lewicki & Litterer, 1985: 1), and because “negotiation occurs in business and academic environments and in informal social interactions such as deciding with a friend or spouse where to dine or vacation” (Thompson, 1990: 515). Gelfand et al. (2006) proposed a theory of the “dynamics of the relational self” that incorporated situational conditions encompassing everything from negotiating with a spouse over family financial decisions to customer service interactions at Southwest Airlines. Prescriptive extrapolations from such general theory should yield useful guidance for “current and future managers, lawyers, politicians, policy makers, and consumers [who] all want and need to know how to get better outcomes in their negotiations and disputes” (Malhotra & Bazerman, 2008: 5).

We take stock of progress on developing this ambitious general theory. Assuming that specific theories widely accepted within a domain have a basic degree of validity, a proper general theory must incorporate the critical features that operate in each domain. The more complex aspects of this general theory can reduce to simpler special cases in particular domains. But the absence of a feature critical to one domain but missing in some others necessarily represents a limitation to generality.

We undertake this analysis in several steps. Reviewing descriptive theories of negotiation derived through inductive research by scholars outside the field of organizational research represents the first step. We start with inductive theories because these researchers sought to describe process and context very expansively and free of preconceptions from existing research. Studies that use observation to generate rich descriptions of how the phenomenon plays out can establish the range and variety of behaviors involved in negotiation. These observations provide a basis for conceptualizing the phenomenon fully, establishing proper boundaries for what scholars then need to investigate in more focused, possibly quantitative investigation. We next describe the features of the empirical research conducted by organizational scholars. In doing so, we examine whether the field as a whole has sufficiently studied the range of behavior within the bounds described in the inductive theories.

Next, we evaluate progress toward a general theory by comparing prescriptive theories of negotiation generated by organizational researchers to those

developed by experts in specific applied contexts. Raiffa (1982) categorized the varied approaches to studying the subject as “symmetrically descriptive,” “symmetrically prescriptive,” and “asymmetrically descriptive/prescriptive.” By attempting to identify regularities in how all parties behave and how this shapes terms of agreement and outcomes, empirical research on negotiation is “symmetrically descriptive.” Game theorists (Rubinstein, 1982) traditionally employ a symmetrically prescriptive approach, explaining how completely rational actors should behave to maximize their subjective expected utility. The symmetry reflects theory that identifies strategy sets that are in equilibrium so that none of the bargainers can improve their welfare through unilateral changes. These theories may fail to describe actual bargaining because the actors systematically deviate from the play of equilibrium strategies because of cognitive, emotional, or motivational reasons (Roth & Erev, 1995). Organizational researchers then often use an understanding of these consistent behavioral regularities to advise one of the parties how best to secure their interests given descriptive predictions about how other parties will act. As Bazerman, Curhan, and Moore (2001) explain, “The focal negotiator must use descriptive models to anticipate the likely behavior of the opponent but must also rely on prescriptive advice to overcome his or her own decision biases . . . Thus, recent descriptive research informs a prescriptive approach by providing necessary information on the impediments to individual rationality” (p. 200). But prescription is not exclusive to organizational scholars. Experts, including highly specialized researchers, have published advice about how to negotiate more effectively in specific institutional contexts (Feldman & Spratt, 1998; Kennan & Mearsheimer, 2012; Rackham, 1988) including marriage counseling, international relations, litigation, sales, mergers and acquisitions, and law enforcement. Note that organizational scholars routinely mention all these situations as relevant contexts for application of their ideas about negotiation (Bazerman & Neale, 1992; Lewicki, 1997; Lewicki, Barry, & Saunders, 2010; Pruitt & Carnevale, 1993; Thompson, 2012).

Examining prescriptive theories generated by experts in different contexts can yield insight into the implicit descriptive theory underpinning the advice they provide. When an expert identifies specific behaviors as effective practice, that indicates factors presumed to be causally related to success. Comparing domain-specific prescriptive theories to those

generated by organizational researchers provides an opportunity to examine critically their claims about generality.

From the analysis, we conclude that attempts to generate a universal theory remain a work in progress. We observe striking similarities across empirical studies that point to shared conceptualizations of the negotiation process. Empirical researchers consistently place primary focus on the behavior of two parties directly bargaining together. By contrast, we observe different patterns from experts in the specific contexts that the general theory is meant to explain. A more expansive approach, drawing liberally from theories outside of the organizational literature, will facilitate the next big step toward development of truly generalizable theory. Although this review of the literature identifies major limitations in organizational scholarship to date, it also reveals significant opportunity to generate novel data and theory on neglected features of the negotiation process. Specifically, we highlight the need for theorizing about and for studying all phases of this complex process, including the real possibility of recursion through renegotiation, the interplay between multi-party and multilevel structures inherent in many organizational contexts, and conceiving agreements as action commitments separate from eventual outcome realization.

In the final sections of this review, we draw from our findings to specify the form and features of a truly general negotiation theory. Whereas economic theory traditionally derives deductively from basic principles (Morgan, 1995), behavioral theory derives from “systematically collected empirical evidence” (Cyert & Simon, 1983; Thibaut & Walker, 1978: 542). Therefore, any further advances toward general behavioral negotiation theory will depend on some enhancements in research design and measurement. A primary reason for the present gaps in model building has been the failure to develop tractable methods for studying certain aspects of the complex negotiation process. This methodological weakness encourages too many new researchers to focus their energies on those aspects where sound method already exists. Toward remedying this problem, we also provide concrete suggestions for new empirical research. But we begin by first examining open observational research in varied settings.

## THE STRUCTURE OF INDUCTIVE THEORIES

In this section, we analyze rich descriptive theories of negotiation process from anthropology,

international relations, and law, derived through qualitative research using inductive methods. This work provides a useful starting point because these theories aim to explain the negotiation process fully as it unfolds in particular social contexts. Such detailed description yields a good sense of the widest scope the negotiation process can take.

Gulliver (1979) employed ethnographic methods to investigate dispute handling, primarily around issues of bridewealth, among indigenous people of Tanzania as well as labor disputes in the United States. Geertz, Geertz, and Rosen (1978) conducted fieldwork on commercial exchange in a small city in north central Morocco. Williams (1985) interviewed hundreds of practicing attorneys, including those engaged in various forms of dispute, to understand how they worked to settle cases. From these disparate investigations, each researcher developed a theory of the negotiation process in that context. These theories share basic form and a number of important features.

Because of the extreme complexity of the setting, we start with the investigation of diplomacy undertaken by Zartman and Berman (1983). From careful study of historical records, they developed a protocol for semi-structured interviews with 85 high level diplomats including ambassadors, representatives to the United Nations, and one head of state. From these sources, they broadly sketched out a multilevel sequential model of international negotiation in which three phases mark very different sets of behaviors.

### Phase Structure

The first phase concerns problem diagnosis that influences subsequent action and outcomes. Diplomats reported devoting 75 percent of their total time in negotiating on this initial phase (Zartman, 2006). Diagnosis defines the nature of a conflict or opportunity through comparison of the current situation to similar cases. Actions include gathering information about precedents, attempting to discover each party's interests, and understanding a counterpart's affective response to the situation. The second phase entails formulating a solution to the conflict or problem. As a problem solving process, this requires each party to search for a shared situational understanding, then to reach a solution in principle. The third stage involves translating that agreement into specific terms that can be implemented by the parties. Agreements are not the end of the process. Disparate interpretation of details can still easily

derail execution, sending the parties back into a diagnostic phase for renewed problem identification and solution.

Zartman and Berman's (1983) model emphasizes the often recursive and multiphase form of the negotiation process. Diagnosis entails an extensive set of behaviors in preparing for the eventual bargaining that unfolds as the parties attempt to formulate a solution to the conflict. The diplomatic experts contended that this process comprises much of the actual work they do in negotiating. The formulation process represents the back and forth "negotiation dance" (Adair & Brett, 2005) in which parties propose solutions to their conflict. Sometimes the process works from articulating a broad set of principles and using this to develop specific terms consistent with them. In other circumstances, the process may arrive at specific terms without first agreeing upon a broader framework. The third stage involves efforts to work out details for the implementation of the agreement.

### Phase Recursion

Negotiation rarely follows a rigid sequence; the parties often cycle back to an earlier phase. Through an exchange of offers, for example, they may come to realize they do not share a common definition of the problem. This may return them to defining the agenda and to more planning. Recursion remains an open possibility as negotiators discover new information or change priorities. Problems often surface during implementation of an agreement that will necessitate active negotiation over disputed interpretations of the terms or resolution of unresolved matters. The length of each phase could vary. Parties might elect to cut short the bargaining phase, quickly skipping ahead to implementation by accepting the initial offer. Each phase should eventually arise, but the actual sequence varies markedly with the circumstances.

In addition to the Zartman–Berman theory capturing the full range of complexity in negotiations that give rise to treaties such as the Paris Climate Agreement, similar phase patterns also emerged from other qualitative investigations of somewhat simpler situations. From interviews with lawyers, Williams (1985) found an initial phase in which lawyers engage in planning, establish relationships with the opposing counsel, and exchange opening positions. Active bargaining commences with an initial offer. Then during the third phase, parties decide about reaching a settlement or elect to continue

disputing in court. Geertz et al. (1978) observed similar phases in the exchange conducted in Moroccan markets called souks. Gulliver (1979) found such phases both in Tanzanian disputes and labor conflicts in the United States. Therefore, we conclude that this multiphase structure generalizes widely across contexts; it represents a necessary foundation for any general theory of negotiation.

### Multiple Levels

Zartman and Berman's (1983) theory also emphasizes the multilevel nature of the negotiation process. Each party comprises a national government with a hierarchical power structure that delegates responsibility for undertaking direct bargaining with similarly designated representatives from other governments. Typically, these bargainers take the form of a team of agents who must arrive at internal agreements before they can appear to present a unified position to other delegations. Before any agreement can go into effect, the source of the team's delegated authority will still have an opportunity to veto potential deals, to suggest alternative bargaining positions, and even to change delegates. Putnam (1988) later modeled this formally as a "two level game" (p. 439), although in complex organizations the number of levels of negotiation defining party interests and positions may be more numerous. The importance of accounting for this veto power recently became evident when the U.S. voting public replaced President Barack Obama, responsible for negotiating the climate deal, with Donald Trump, who has promised to withdraw the country from the Paris Climate Agreement. The particular nature of the commitments in the treaty, made officially by Trump's predecessor, will complicate the precise nature and timing of any such withdrawal, but this and Trump's ongoing efforts to renegotiate terms of the North American Free Trade Agreement (Bergsten, 2017) highlight the importance of incorporating multilevel party structure in any general negotiation theory (Victor, Akimoto, Kaya, Yamaguchi, Cullenward, & Hepburn, 2017).

### NEGOTIATION RESEARCH METHODS IN ORGANIZATIONAL SCHOLARSHIP

Analyzing inductive theory building enables us to identify some critical features of a general negotiation theory. By considering how organizational researchers conceive and study the negotiation process, we should be able to assess the adequacy of the

scope of the scholarship to date. Some reviews previously criticized the emerging field for an overly narrow focus that would appear to have underemphasized some features from the inductive theories.

Barley (1991) concluded that organizational negotiation research characterizes conflict management as context-free social process. Researchers place individuals in carefully constructed situations, absent any meaningful prior relationship with counterparts. He believed they rarely studied the interdependent relationship between parties after agreements were reached. Similarly, Pruitt and Carnevale (1993) warned that "[t]here has been very little research on pre-negotiation activities" (p. 201) and "we are woefully ignorant about the post-negotiation period." (p. 201). In the decades since then, did researchers ever rectify these oversights, yielding relevant insight on all phases of this complex process? We systematically examine that question by studying research designs in work published over the intervening time frame. We do so because the characteristics of research designs reveal key assumptions made about a phenomenon, including the context in which it manifests, how best to measure it, and which aspects of the phenomenon are most revealing to understanding human behavior (Camerer, 1996).

We focus attention on the set of measures, noting where each measure falls within the phase structure of negotiation. Measurement provides the capability to draw inferences about theoretical constructs of interest. If researchers measure little-to-no activity during planning or implementation phases then the field of study will generate few meaningful statements about that under-examined phase. Any such gap diminishes the value of prescriptive theory generated from the research program because the recognized phase may comprise only a small part of the complex process. For this reason, we tally the relative frequency of the measurements made about each phase, to define operationally Pruitt and Carnevale's claims about the extent to which organizational studies of negotiation generate insight about planning and implementation. Prior literature reviews considered the external validity of the research; we examine how completely scholarship has modeled the negotiation process internally.

An additional goal is to examine the methodological practices exhibited in empirical organizational scholarship. Pruitt (2012) noted that most social psychological studies of negotiation relied on experimental methods set in a laboratory context.

Many of these studies operationally define negotiation as a highly stylized task adapted from Pruitt and Lewis' (1975) three issue experiment. Pruitt and Lewis randomly assigned participants to act as buyer or seller of three types of commodities. A payoff matrix specified the discrete set of issues (iron, coal, and sulfur), with each having nine feasible levels specified as options. Within each issue, levels were assigned fixed profit as a linear function of option level. Provided with this payoff matrix, participants were asked to engage in a simulated transaction. Although this design is well suited to studying the exchange of offers and proposals and the ability of participants to generate optimal tradeoffs, this simulation provides no basis to capture the preparation or the implementation phases. Pruitt (2012) claimed that designs that use variants of this payoff matrix simulation dominate the study of negotiation. If true, that greatly constrains which aspects of the negotiation process scholars can actually explain—namely, the bargaining phase that is narrowly modeled by this stylized task. A field that coalesces around a particular experimental laboratory setup prioritizes precision in measurement and compatibility of findings across studies. However, these benefits come at the cost of understanding contextual factors and generalizability (Deutsch & Krauss, 1965; McGrath, 1981).

### Sampling Articles

To understand properly what researchers are measuring, we need a representative sample of empirical studies on the subject. To develop a pool, we started with the list compiled by Bendersky and McGinn (2010). They selected articles from Starbuck's (2007) ranking of top-tier business journals based on a journal's impact factor. Although journal impact factors may not guarantee rigor or quality for a particular article, they do reliably index the visibility of work published in that journal (Starbuck, 2011). Academic scholars will more likely read and cite work published in a journal with a higher impact factor. Research questions and methods published in those journals reflect design choices and measurement that gatekeeping reviewers and editors deem worthy of publication. They are more likely to guide the direction of future research (Judge, Cable, Colbert, & Rynes, 2007).

Within the scope of journals considered by Bendersky and McGinn, we examined those in the domain of management (*Academy of Management Journal*, AMJ; *Administrative Science Quarterly*, ASQ;

*Organizational Science*, OS), organizational psychology (*Organizational Behavior and Human Decision Processes*, OBHDP; *Journal of Applied Psychology*, JAP; *Journal of Experimental Social Psychology*, JESP), and social psychology (*Journal of Personality and Social Psychology*, JPSP; *Personality and Social Psychology Bulletin*, PSPB). These journals represent most of the articles Bendersky and McGinn examined.<sup>2</sup>

To generate their pool, Bendersky and McGinn (2010) used Walton and McKersie's (1965) definition of negotiation ("interaction of two or more complex social units which are attempting to define or redefine the terms of their interdependence," p. 3) to assess whether that was the focus of the article. They searched for articles with the letter strings "negotiat," "bargain," or "conflict," in the title, key words, or abstract. Then they analyzed the abstract of each article and refined the set by dropping articles containing only reviews or theory, which referred to the efficacy of software packages or which examined negotiations that occurred in nonbusiness contexts. Using these criteria, they dropped articles in which only simulated data were presented, those pertaining to intrapersonal identity negotiation (Swann, 1987) that did not involve two or more people, and team decision-making in which members' mixed-motive conflicts were not present. We further excluded two meta-analyses as they potentially represent aggregations of different kinds of research designs. That screening resulted in a list of 191 articles so the 330 studies included in those articles served as our unit of analysis.

### Classifying Research Designs

We classified the method(s) used in each study. These were coded as experimental designs if they featured random assignment of participants or studies in which the researcher manipulated the participant's experience in either a laboratory or scenario setting. Type of experimental design was also noted. Pruitt (2012) described various experimental task types that we used as the basis for our classification. We also included a category for surveys if participants reflected on personal experiences through questions about their cognition, affect, and outcomes in prior negotiations. Studies using ethnographic or other nonquantitative methods were

<sup>2</sup> Omitted journals include *ILR Review*, *American Journal of Sociology*, and *American Sociological Review*.

classified as using a qualitative design; a separate category was created for conceptual articles.<sup>3</sup>

Table 1 summarizes designs appearing in each journal. Types of studies included a single issue task, ultimatum game,<sup>4</sup> multi-issue payoff chart game, prisoner's dilemma game,<sup>5</sup> coalition game,<sup>6</sup> public goods game,<sup>7</sup> scenario study, and other experimental paradigms (e.g., responding to videos of negotiations, Thompson, 1995; third-party intervention of disputes, Conlon & Ross, 1993). In all, 91 percent of study designs were experimental in nature. The remainder comprised survey, qualitative method, or theory development. The pattern reflects Pruitt's (2012) observation that the empirical study of negotiation has been characterized by one dominant research paradigm.

### Recording and Classifying Behaviors

We classified the behaviors measured in each quantitative study, with "behaviors" defined as actions or reports of actions during any phase of the negotiation process. This consisted of behaviors that were interpersonally directed (e.g., number of offers

made, level of affect expressed toward counterpart, cooperative utterances), or the creation of plans for behavior during bargaining (e.g., planning questions to ask), or a decision. This also included reports of behaviors provided by the negotiator, counterpart, or any third-party observers (e.g., research assistant coding, computer program reports of number of offers). Behaviors were included if they were of interest to the original researcher in terms of research findings. Manipulation checks or measures not reported in the results section were excluded from analyses because of their inconsistent use and typically perceptual nature. An exception to this rule was to use only one variable in coding negotiated outcomes. These could be calculated variously. For example, impasse rates, value of overall agreement, extent of logrolling, and the difference in outcome between dyad members could be calculated from an agreement between two parties. To prevent double-counting variants of a single behavior—reaching an agreement or impasse—outcomes were counted as a single instance of behavior. Only overt actions were of interest, so internally experienced affective states, cognitions, attitudes, stable individual differences, and intentions were not examined.

We classified each behavior as pertaining to a particular negotiation phase. The inductive theories previously reviewed (Gulliver, 1979; Williams, 1985; Zartman & Berman, 1983) provided the general conceptual framework for this classification. These all identify three distinct phases, separated by two transition points: the first offer and agreement. Behavior measured before a first offer was classified as planning phase action. Behavior measured after an agreement or impasse was classified as implementation phase action. To map measures onto phases, we concentrated on behaviors or recordings of actions. To examine reliability in classification, a rater, blind to our expectations, independently classified behaviors in 20 percent of the organizational psychology and social psychology articles sampled (weighted Cohen's Kappa = 0.88). Another rater completed similar ratings for management articles (weighted Cohen's Kappa = 0.89).

A total of 716 behaviors were measured within the 265 quantitative studies. Most fell in the bargaining phase (see Table 2) including measures relating directly to issues or point values, such as offer value, counteroffer, agreement value, logroll value, number of offers, and concession magnitude. Other examples included tactic use (e.g., use of threats; O'Connor & Carnevale, 1997), messages conveyed during bargaining (e.g., appeasing verbal utterances; Ohbuchi,

<sup>3</sup> Bendersky and McGinn (2010) sought to exclude conceptual articles. However, upon examining the full text of Hardy and Phillips' (1998) article, we elected to retain it as a conceptual article.

<sup>4</sup> An ultimatum game is a simple sequential bargaining game between two players (Güth, Schmittberger, & Schwarze, 1982). Person A proposes a division of a fixed resource to Person B who must decide whether to accept or reject it. In the case of rejection, both Person A and Person B receive nothing.

<sup>5</sup> Prisoner's dilemma games provide an experimental task in which two or more players must choose from a limited set of strategies with outcomes dependent on both one's own and another person's choices. Competitive choices represent dominant strategies in one-shot plays but the combination of these choices by all parties results in Pareto inferior outcomes.

<sup>6</sup> In coalition games, players can form alliances with subsets of other players. Different subsets receive a predetermined amount of a fixed, divisible resource. Some subsets are more valuable than others. Players may offer side payments from the predefined number of points to encourage coalition formation.

<sup>7</sup> Public goods games are a variant of prisoner's dilemma games in which group members decide how much of an initial pool of resources is to be invested into a public good or taken from a commons. The dilemma stems from the fact that rationally self-interested choices lead to underprovision of the public good or depletion of the commons (Levitt & List, 2007).

Chiba, & Fukushima, 1996), and time expended bargaining (Bowles, Babcock, & McGinn, 2005). Just 7 percent of measured behavior took place in the planning phase, including development of goals (Stevens, Bavetta, & Gist, 1993), preparing questions to be asked of the other party (De Dreu & Van Kleef, 2004), and stating strategies for play of a social dilemma (Chen & Komorita, 1994). Still fewer (4 percent) behaviors were measured in the implementation phase, including honoring an agreement (Morgan & Tindale, 2002), job performance following employment negotiations (Ashford & Black, 1996), and actual point investment in a social dilemma game following prior pledges (Wit & Kerr, 2002). From this analysis of past research, we conclude that management and psychological studies representing the core of organizational negotiation research have focused nearly exclusively on one phase of a multiphase process.

The few published studies employing qualitative research methods did examine more than one phase. In studying joint ventures between U.S. and Chinese firms, Yan and Gray (1994) identified contextual factors surrounding the negotiation, as well as experiences of the managers throughout the implementation of the partnership. Investigating conflict between the musicians and directors of the Atlanta Symphony Orchestra, Glynn (2000) traced the history from identification of budget constraints, negotiation over funding and future plans for the orchestra, a musician's strike, and its eventual resolution in time for end of year holiday events. During the implementation phase, the music director actually attempted to withdraw a publicly made resignation that had been part of the agreement. The board ultimately voted against re-opening negotiation of those terms while citing artistic issues. Unlike experiments, qualitative research designs generally led researchers to examine behaviors during each phase, as well as to document unexpected complications arising during the process.

### Implications of this Research Review

This analysis of published articles reveals a research monoculture focused narrowly on bargaining phase behavior. The few studies of commercial organizations using ethnographic methods yielded conclusions about the complex and sometimes recursive phases of the process that were similar to those found by Zartman and Berman (1983) for international relations. However, more than 90 percent of study designs were experiments. Nearly all

behavior measured in these studies arose during just the bargaining phase. Moreover, Bendersky and McGinn's prior review of these articles also highlighted an absence of any attention to the multilevel features of negotiation. Ninety percent of studies focused on situations where the measured effects were entirely internal to what was almost always just two parties at the bargaining table. Ten percent of studies included any possibilities for coalition formation, strongly suggestive of the near exclusive modeling of dyadic interaction. Furthermore, only 1 percent included hierarchical relationships. Researchers must make design tradeoffs, so these practices in any given study could reflect sound decisions. But when every researcher studying a complex process chooses similar tradeoffs in design and measurement, the cumulative body of knowledge about the complex process sustains blind spots that will eventually translate into distorted prescriptions for practice.

This conclusion does not obviate the value of research published to date. These studies have generated considerable insight on the pathway from first offers to agreements during one of the three phases and outcomes at the dyadic level. However, the discrepancy between the claims of theoretical generality and severely bracketed empirical observation suggests a need to study behavior beyond the bargaining phase to generate insights for descriptive theory. But is this suggestion warranted? Although observational studies and prior reviews have suggested otherwise, perhaps study of the planning and implementation phases are truly less important. In the next section, we take a novel approach to examining the potential importance of each phase, as suggested by theories of social contexts in which negotiation is a key component. We then compare them with corresponding theories generated by organizational scholars.

### COMPARING PRESCRIPTIVE THEORIES OF NEGOTIATION ACROSS FIELDS

A relentless focus on the bargaining phase might be justified if it converges with the experience and insights of those who observe and practice negotiation in the various fields to which a general theory should apply. To test this, we compared the scope and detail of prescriptive theories generated by organizational scholars to those generated by domain experts in various fields.

Recognizing the demand for evidence-based negotiating advice, organizational scholars prescribe

**TABLE 1**  
**Designs Used to Study Negotiation in Major Management and Psychological Journals**

Journal	Articles	Studies	Design Type									
			Single Issue	Ultimatum Game	Multi-Issue	PD/Coalition/ Public Goods	Scenario	Experiment	Survey	Qualitative	Conceptual	
AMJ	14	16	0	2	5	1	0	3	2	0	0	
ASQ	10	14	0	0	0	1	1	5	2	0	0	
JAP	19	31	5	1	10	0	4	9	0	0	0	
JESP	19	34	9	2	14	4	0	5	0	0	0	
JPS	20	53	19	4	10	8	3	6	3	0	0	
OBHDP	81	137	22	19	47	5	13	28	3	0	0	
OS	10	10	0	0	2	0	0	0	2	5	1	
PSPB	18	35	5	0	10	5	7	6	2	0	0	
Total	191	330	60	28	98	24	28	62	20	9	1	
Average percent	-	-	18%	8%	30%	7%	8%	19%	6%	3%	0%	

Note: AMJ = Academy of Management Journal; ASQ = Administrative Science Quarterly; JAP = Journal of Applied Psychology; JESP = Journal of Experimental Social Psychology; JPS = Journal of Personality and Social Psychology; OBHDP = Organizational Behavior and Human Decision Processes; OS = Organizational Science; PSPB = Personality and Social Psychology Bulletin.

**TABLE 2**  
**Counts and Percentages of Behaviors Measured Across Negotiation Phases**

Journal	Articles	Studies	Planning	Bargaining	Implementation	Total
AMJ	11	13	7 (18%)	28 (70%)	5 (12%)	40 (100%)
ASQ	9	11	10 (26%)	19 (50%)	9 (24%)	38 (100%)
JAP	17	23	4 (6%)	67 (93%)	1 (1%)	72 (100%)
JESP	19	32	8 (11%)	67 (89%)	0 (0%)	75 (100%)
JPSP	18	42	12 (10%)	102 (88%)	2 (2%)	116 (100%)
OBHDP	78	119	4 (1%)	280 (96%)	8 (3%)	292 (100%)
OS	4	4	0 (0%)	16 (89%)	2 (11%)	18 (100%)
PSPB	16	21	2 (3%)	63 (97%)	0 (0%)	65 (100%)
Total count	172	265	47 (7%)	642 (90%)	27 (4%)	716 (100%)
% Behavior in phase	-	-	(7%)	(90%)	(4%)	(100%)

Note: Only quantitative articles that measured behavior were examined. Some studies did not measure behavior, leading to a lower number of studies available for analysis than reported in Table 1. AMJ = Academy of Management Journal; ASQ = Administrative Science Quarterly; JAP = Journal of Applied Psychology; JESP = Journal of Experimental Social Psychology; JPSP = Journal of Personality and Social Psychology; OBHDP = Organizational Behavior and Human Decision Processes; OS = Organizational Science; PSPB = Personality and Social Psychology Bulletin. Average percentages in last row sum to greater than 100 because of rounding error.

practices for enhancing effectiveness across social contexts (Thompson, 2006). Prefatory sections of published texts clearly express this purpose. “Whether you run a corporation, buy a used car, or sometimes disagree with a colleague or your spouse, you need to know how to negotiate.” (Bazerman & Neale, 1992: vii). Thompson (2013) promises readers “Crack the code, and use it with anyone at any time” (cover). Lewicki and Litterer (1985) explain that they approach “bargaining as a basic, generic human activity—a process that is often used in labor-management relations, in business deals like mergers and acquisitions and sales, in international affairs, but also in many different everyday activities....The structure and processes of negotiation are fundamentally the same at the personal level as they are at the diplomatic and corporate level” (p. 1). These claims to generality document aspirations for prescriptions that should be relevant to any context.

For those claims to be justified, the scholars must represent important features that cover the specific contexts to which their work aspires to apply. In particular, the narrow focus of empirical research attention on bargaining behavior indicates that scholars attribute great relative importance to that phase and insights gathered about it.

Expert practitioners have been issuing prescriptions about negotiation for centuries (de Callières, 1716). They derive insights from both direct experience and wider observation. As Williams (1985) explained in the context of attorneys, “[a]s we engage in negotiations and hear the comments and beliefs of others, we gradually organize, synthesize, and interpret this information into some kind of philosophy or theory of negotiating effectiveness” (p. 5). These theories of the negotiation process guide subsequent choices of strategy and tactics. Outstanding practitioners may eventually be called upon to codify their understanding for training and development purposes. The theories that expert practitioners generate should yield some useful insights even if the methods used to develop them are less than scientific. Useful knowledge about a social context can be generated without applying rigorous scientific methods. People in organizations share task-relevant knowledge among peers during informal interactions (Conlon, 2004). Indeed, theorists have argued that one of the primary functions of organizations is to create a social environment in which people share and disseminate skills, technology, and know-how about value-creating output (Foss, 1996). Effective behaviors in a specific social context become increasingly codified as jobs

professionalize (Lam, 2000). Translating an expert's tacit knowledge into communicable form has influenced many professions that require negotiation. Noesner (2010)<sup>8</sup> notes that professionalization of law enforcement negotiation entailed construction of training programs, manuals, and guidelines for officers. Tacit knowledge has been codified in a similar manner in the distinct fields of marriage counseling (Gottman, 1998) and professional sales (Rackham, 2004). The need to develop and share knowledge leads professionals to organize and disseminate what would otherwise remain tacit.

### Comparing Prescriptive Theories

If organizational scholars properly account for the negotiation process, then the pattern of prescriptions they generate should reflect the universe of important facets from varied situations. They should generate at least as many distinct prescriptions about each phase as in the set of context-specific work. The relative frequency of prescriptions about each phase provides a basic indicator of the presumed importance of taking action in that phase. The more that a phase is identified, differentiated, and behaviorally prescribed, the more important that phase is likely to be from the theorist's viewpoint. We examine this by comparing sets of prescriptive theories generated by organizational scholars to those of experts in each context.

**Overview.** The unit of analysis will be the distinct piece of advice in texts that are authored either by organizational scholars or by experts from the contexts of marriage counseling, law enforcement, mergers and acquisitions, sales, and legal negotiations. Common features include the alteration of a relationship or resolution of a dispute, an active exchange of proposals and implementation of agreements (if any). We find that the three phases arise in all these contexts. Prescriptions provide insight about the underlying theory of what it means to be effective. We define a prescription as a unit that contains recommendations about how to behave, think, or appraise situations in a way believed to contribute to successful goal achievement. We sampled advice by generating a list of influential books authored by organizational scholars and by authors presenting as experts in each domain-specific context.

We transcribed and classified their advice, then compared how they distributed this advice across each phase of the negotiation process.

**Sampling procedure.** Textbooks or manuals were selected as the appropriate medium for study. These products work better than instructional videos, conference presentations, editorials, brochures, and journal articles because they represent a well-established, general purpose text used over the widest range of social contexts. Experts have published books on the subject for many years; organizational scholars publish them to disseminate advice to the general public. These texts can be written to sufficient length to completely characterize all implications of a complex theory. Other media constitute shorter form, abbreviated formats that can provide only selected insight into aspects of broader theories.

To generate a pool of prescriptions, we first sought to locate textbook lists from members of a professional association of practitioners in a given context. If associations provided no list, we sought book reviews in association journals. If neither method produced a suitable list, we used commercial databases, searching for reviews using relevant keywords. Reviews published by professional associations or in outlets consumed by practitioners feature work of interest to members but also screen advice for quality. In the absence of a list or repository in any one subject matter, reviews served to guide selection based on relevance and quality. Any book that received a neutral or approving review was retained. Those receiving negative reviews or providing little-to-no advice were left out. Historical accounts of particular negotiations, biographies, and books focused on data presentation were excluded. To ensure conservatism in sampling, if insufficient information was provided in the review, the text was retained in the sample. The purpose was to select work worthy of tacit or explicit approval from subject area experts. For the subset of books originating from organizational scholarship, if books had overlapping authors, we retained only the most recently published book to avoid double counting a single author's set of prescriptions. Table 3 lists the source, search terms, number of reviews (if any), and the number of books potentially containing prescriptions.

**Sample reduction.** The initial procedures generated a large pool. For the books outside the domain of organizational scholarship, we adopted a strategy to sample those with the greatest impact. We obtained the sales rank achieved by each book on Amazon.com during February and March of 2015. Top selling

<sup>8</sup> Gary Noesner served as a negotiator for the FBI for 23 years including ten years as Chief of the FBI's Crisis Negotiation Unit, Critical Incident Response Group (<http://garynoesner.com/>).

**TABLE 3**  
**Methods Used to Generate Sample of Books**

Context	Source of Books	Database Search Terms	No. of Book Reviews	No. of Books Potentially Containing Prescriptions	Books Sampled
Organizational researchers	International Association of Conflict Management list of books by members; author also member of Society for Experimental Social Psychology, Social Psychology Network, and Society for Personality and Social Psychology. Alternately, authored Annual Review of Psychology on negotiation	-	-	7	7
International relations	Book reviews in American Political Science Association journals (American Political Science Review; Perspectives on Politics)	-	850	33	10
Marriage counseling	Book reviews in National Council on Family Relations Journals (Journal of Marriage and Family, Journal of Family Theory & Review, and Family Relations: Interdisciplinary Journal of Applied Family Studies)	-	1347	55	10
Mergers and acquisitions	EBSCOhost Business Source Complete	"Mergers and acquisitions"	233	67	10
Law enforcement	ProQuest's Criminal Justice Periodicals database	"Crisis negotiations," "police negotiations," "hostage negotiations"	230	12	9
Legal	American Bar Association's Online Book Store	-	-	34	10
Sales	EBSCOhost Business Source Complete	"Sales"	1476	221	10

status provides evidence that advice has some influence among practitioners and/or the public. We sought to sample from the top ten sellers in each category.

To determine sales rank, we checked every listing of candidate books on Amazon. Because private sellers can independently generate a listing for a used book, Amazon sometimes sells the same title under multiple listings. They calculate rank for each book listing or version (i.e., electronic audiobook, audio CD, electronic, hardcover, paperback). Electronic books receive a separate ranking system, not directly comparable with other formats. To ensure proper comparison, we only examined ranks for hardcover and paperback versions. Titles with multiple editions, either through revision, or with different introduction dates across countries were

counted as separate listings, each with a separate International Standard Book Number. To avoid bias in sampling, we first selected the most recent edition, then recorded the better of the sales ranks between the hard- and softcover versions.<sup>9</sup> That prevents older books from unfair disadvantage in achieving higher sales rank than more current texts. If books had overlapping authors, only the highest selling book was retained to avoid double counting of prescriptions from a single author.

The procedure for selecting sources for advice appears to be reliable. Amazon sale ranks are

<sup>9</sup> Amazon does not disclose the actual sale number for each version, so aggregation/averaging of ranks across versions was not possible.

relatively stable over time (Chevalier & Mayzlin, 2006), while correlating with actual sales totals (Deschâtres & Sornette, 2005). Ranks of the very highest selling books (i.e., books with sales ranks of 10,000 or lower) do change often but those greater than 10,000 reflect accumulated long-term sales (Deschâtres & Sornette, 2005). We found substantial stability in a one-year retest of Amazon sales ranks across all of the books in this initial pool,  $r(362) = 0.85$ ,  $p < .001$ . Only four of the sales ranks in 2015 and just three in 2016 fell in the more volatile range below 10,000. None of the sampled books achieved the kind of truly high sales figures where rank changes often (mean rank in 2015 = 5,102,214; mean rank in 2016 = 5,692,439).

**Coding prescriptive theory.** We coded each book using the form in Appendix A. Features such as author affiliation and source of expertise (scientist or expert practitioner) were noted. From descriptions in the preface, introduction, author's notes, and initial chapters, we coded the means by which the advice was generated (social science or expert opinion). Books vary widely in format, with no one uniform section in which all advice can be found. This necessitated stepwise sampling starting with sections most likely to contain advice. We began with sections providing a summary of content (e.g. "Executive summary: the top ten lessons" in Braun, 2013). If no such section(s) existed, we collated advice from summaries at the end of each chapter. When those were absent, we examined the book in entirety, focusing on actions mentioned in section headings, breakout boxes, or bullet points.

We assigned advice to a phase by reference to two key transition points, based on the detailed descriptions of behavior in Gulliver's (1979) theory. A description of behavior consistent with phases that occur before a first substantive offer was classified as planning. Behavior consistent with phases occurring after the first substantive offer up to agreement was classified as bargaining. Any behavior occurring after agreement was classified as implementation. The preface or introductory section of the book often provided relevant indicators to classification. The first chapter of Whitaker's (2012) *Mergers & Acquisitions Integration Handbook: Helping Companies Realize The Full Value of Acquisitions* indicates that the book offers advice about the integration process so suggestions offered were likely to end up being classified as belonging to the implementation phase.

To examine classification reliability, a rater, blind to our expectations, independently classified behaviors in 20 percent of the books sampled. To

provide an understanding of the various phases, we asked this rater to read sections of Williams' (1985: 47–63) descriptions of legal negotiations, Zartman's (2006) chapter on negotiation in the context of international relations, and Gulliver's (1979: 121–177) three-phase process model. For each book, the rater was provided with advice collected from the book, as well as page/section references. The rater read the chapter from which the advice was collected, as well as the preface/introductory sections of the book, to ensure that advice would not be classified out of context before independently classifying the advice. The weighted Cohen's Kappa for consistency of these classifications was 0.80.

If a book actually contained no advice, we selected the next bestselling book until ten books were sampled within a social context, or until the list of books was exhausted.

**Descriptive statistics.** Appendix B lists the final sample of 66 books.<sup>10</sup> Table 4 shows the total advice counts, as well as means and standard deviation of the percentage of advice devoted to each phase in the negotiation process. Organizational researchers issued more prescriptions about the bargaining stage compared with context experts. Experts from marriage counseling, law, sales, international relations, and law enforcement provided more guidance about the planning phase. Those in mergers and acquisitions gave out more advice about implementation.

**Implications of this systematic review.** The focus of advice by organizational researchers reflects the nature of their research. Because they study the bargaining phase empirically, they also concentrate advice on that aspect of the process that they understand best. Having undertaken less research on planning or implementation, they have less advice to provide about the proper handling of those phases. By contrast, considerable advice about both those phases has been given by subject matter experts in particular contexts.

The distribution of advice varied across sources. Aside from mergers and acquisition and organizational behavior, more than 50 percent of the expert generated advice pertained to the planning phase. Focus on this phase was far greater in international relations, legal negotiation, and marriage counseling. These differences likely reflect something fundamental about the underlying nature of the process in those contexts. For example, negotiations may arise from a dispute between parties. Extensive

<sup>10</sup> Eligible texts were exhausted after seven books for organizational research and nine books for law enforcement.

**TABLE 4**  
**Advice Counts and Percentage of Advice in Planning, Bargaining, and Implementation Phases across Social Contexts**

	Planning	Bargaining	Implementation	Total
Organizational behavior	167 (37%)	270 (60%)	16 (4%)	453 (100%)
Marriage counselling	274 (75%)	129 (23%)	8 (2%)	411 (100%)
Legal	402 (66%)	213 (31%)	32 (4%)	647 (100%)
International relations	63 (63%)	34 (22%)	15 (15%)	112 (100%)
Law enforcement	794 (59%)	458 (32%)	144 (9%)	1396 (100%)
Sales	238 (55%)	138 (34%)	41 (11%)	417 (100%)
Mergers and acquisitions	135 (31%)	31 (7%)	405 (62%)	571 (100%)

Note: Percentage of advice were first calculated within books and then averaged across books.

planning may be needed to understand the nature of the dispute and also to repair relationships to the point where bargaining proves feasible. In the marriage counseling context, experts advised planning to build rapport between partners. Gottman and Silver (1994) recommend “. . . diagnose the current state of the relationship—the way you deal with conflict, look for behaviors that demean you or your spouse.” (p. 162). If the parties are unable to reach agreement on their own, third-party intervention, such as mediation, becomes necessary (Love & Stulberg, 2006). General theory must accommodate a wider network of potential participants in the negotiation, some of whom may eventually serve this function of intervention.

Organizational researchers rarely issued prescriptions about relationship-building processes before bargaining. Most planning advice focused on obtaining information about the bargaining constraints, such as one’s goals, learning about the counterpart’s preferences, and developing a strong alternative to reaching an agreement. The difference in the types of prescriptions may be due to assumptions made in the research methodology. Key among them is a constrained view of relationships between parties that assumes no interaction before bargaining occurs, along with an assumption that the number of parties are fixed, most often dyadic. With no history of interaction, one can assume that the state of relations would be neutral or dependent on the exogenous independent emotional state and expectations of each participant. By contrast, parties who experience conflict to the point where they require counseling may need to harmonize relations before contemplating

further efforts to define their pattern of interdependence with each other. In certain contexts, this insight is critical. Understanding how third parties can involve themselves in and improve the quality of interaction represents the core of marriage counseling. When negotiating to enforce the law, officers likely have no apparent basis for rapport with suspects. Establishing that rapport can be crucial to eventual success. Subsequent renegeing on terms of agreement may be inevitable without it (Misino, 2004). Theories produced by law enforcement experts also explicitly address the role of third parties, exploring through case study how bystanders and the media shape the process (McMains & Mullins, 2013).

Prescriptive theories of mergers and acquisitions focused distinctively on implementation. Some of the most influential books target post-merger integration (e.g., *After the Merger: Managing the Shockwaves* and *Mergers & Acquisitions Integration Handbook: Helping Companies Realize the Full Value of Acquisitions*), highlighting the importance of actions during that phase in determining a deal’s success or failure. Disappointing performance is commonly attributed to the failure to manage human resources successfully after terms of the deal are struck (Buono & Bowditch, 2003). Much of the projected value from combining two or more organizations will be compromised by failure to integrate hierarchies, management philosophies, work practices, resources, and cultures. Parties must also expend considerable time and effort to implement the terms effectively. How they navigate this phase following agreement can fulfill or destroy the significant value at risk in deals of this nature. Preparation

is also important, such as the process by which potential value estimates are formulated. For example, in explaining the bankruptcy resulting from the Revco Drug Store leveraged buyout, a securities analyst concluded that “sales and earnings projections were strictly from dreamland” (Bruner, 2005: 359).

Prescriptions about multiparty and multilevel aspects of negotiation were present in contexts where negotiators were embedded in levels of organizational hierarchy. In legal contexts, lawyers necessarily serve as agents of their clients. As such, they must manage principals who may be less informed and potentially in dispute with the counterparty. In advising lawyers through family law, Herman's (2014) first of ten stated rules is that lawyers “be cordial . . . This is a lesson that lawyers need to teach their clients. The parties are used to dealing with each other by yelling and screaming. However, the lawyer should not posture in front of the client and should tell the client he will not posture” (p. 40). Managing the emotions and expectations of employers is a key function of legal work. In the context of law enforcement, law enforcement officers form a part of a formal chain of command McMains and Mullins (2013) argued that “[t]he answer to the problem of bringing different teams together, focusing them on a common purpose, common goals, and common approaches is cross-training of all crisis response personnel and crisis management teams—from the mayor down to the patrol officers who respond to hostage/crisis incidents” (p. 65). The body of prescriptions also includes a need to conduct proceedings in line with laws, rules, and regulations decided on by those at higher levels of organization, such as the fourth amendment, other constitutional considerations, and other laws (Greenstone, 2005). In the mergers and acquisition context, maintaining human capital following the merger is an important consideration. Without the human capital to maintain and generate value for the merged entity, the apparent value created through contractual agreements may become an empty promise. Actively thinking about the multilevel nature of the organization in which negotiators reside allows for creative mechanisms to retain managers, by linking ownership structure to compensation. “The most effective retention incentives are those that are lined directly to shareholder value” (Feldman & Spratt, 1998: 179). Although these are a limited selection of prescriptions, they inform why multiparty and multilevel considerations matter to the overall practice of negotiation. They inform how relationships should be managed, how actors at higher levels constrain

negotiator actions, and how interactions between these levels can be used in deal design to ensure implementation and realization of value creation.

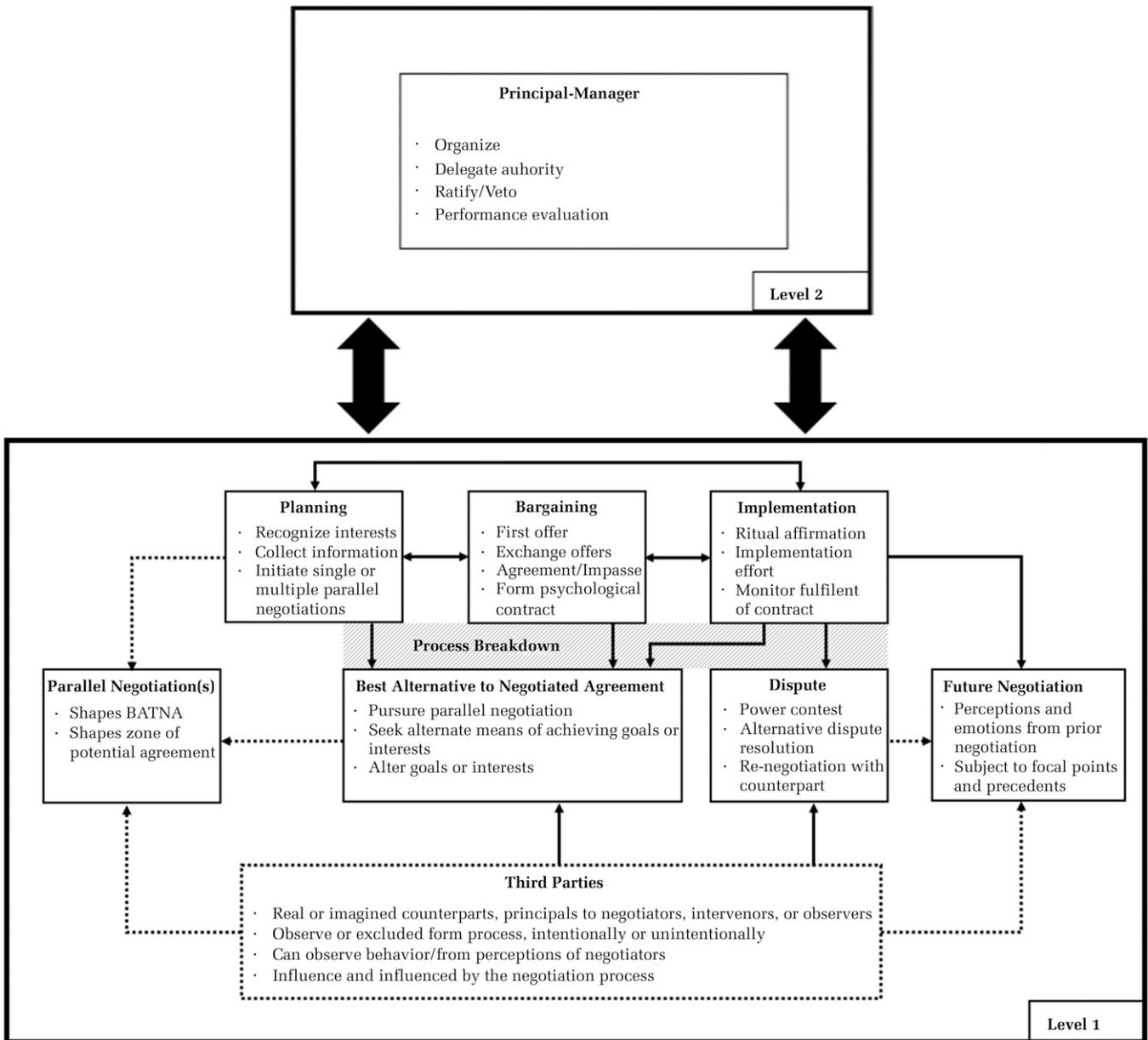
Overall, the gaps identified through this analysis reflect the link between research practices and prescriptions made by organizational researchers studying negotiation. Advice can only be based on what an advice giver investigates and, for organizational negotiation researchers, what they know is informed by the type of empirical work they conduct. Their books naturally cite empirical studies as justification for advice. Extrapolating from studies generates prescriptions that diverge in some respects from theories derived by context-specific experts. Some of the prescriptions may be effective across contexts (Bazerman & Neale, 1992; Lewicki & Litterer, 1985), but some negotiation contexts appear to demand more or less attention to a given phase. Challenges in sales negotiations do not resemble the prescriptions seen in legal negotiations, nor in law enforcement. Assuming that context experts understand the relative importance of these phases in their area of practice, that they are issuing generally sound guidance, then effectiveness appears to hinge more on behavior in one phase in one context and another phase in other contexts.

Organizational scholars have sought to develop theory that can apply across contexts. So far, however, their prescriptive work reflects as much the field's particular research practices as a deliberate appraisal of the variables determining successful practice across settings. Not surprisingly, published descriptive theories by organizational researchers (Barry & Oliver, 1996; Brett, Northcraft, & Pinkley, 1999; Gelfand et al., 2006; Kim, Pinkley, & Fragale, 2005) share similar features with similar emphasis. Given the present imbalance in investigating and theorizing about the negotiation process, we next identify opportunities to redress this imbalance through recommendations for future research and theorizing.

## FORM AND FEATURES OF A GENERAL THEORY

Reviewing this wide range of scholarship provides the substantive basis for representing features required of any truly general behavioral theory of the process. Figure 1 depicts necessary features, among which many are missing from most of the recent descriptive and prescriptive negotiation theory published by organizational scholars. The basic form of this figure models the multiphase process with possibilities for recursion from earlier to later phases. The model represents negotiated agreement

**FIGURE 1**  
**Overview of the Negotiation Process.**



Note: Solid arrows depict possible moves that negotiators can take during the process. The dashed box describes potential parties to the negotiation. The dashed arrows represent potential moves for future negotiations. The light shaded area represents parts of the process potentially observable for third parties. The dark shaded area represents process breakdown.

distinct from outcome realization. Agreement constitutes the transition point out of the bargaining phase to implementation. Outcomes are realized not at the point of agreement, but through the implementation phase which is also where disputes over the interpretation of terms or over the proper execution of those terms can lead to recursion back to an earlier phase. Negotiation between dyads may emerge as a special case but general

theory must represent the impact, intervention, or engagement of additional parties in the process. Figure 1 shows this in several ways.

**Multiple Parties**

A general theory requires specification of parties who are directly engaged in the process, as well as other

constituents who can have influence. We address the number of parties by emphasizing that negotiation will rarely reflect the type of purely dyadic process most often studied by negotiation researchers. That represents a very special case, but not a universal. We then discuss organizational rules and structures that allow actors at other levels to influence initiation and flow of the process.

Dyadic bargaining comprises nearly all recent descriptive negotiation theory (Barry & Oliver, 1996; Brett et al., 1999; Gelfand et al., 2006; Kim et al., 2005). Note that even when two parties interact face to face at the bargaining table, others not present will greatly shape—if not determine—the eventual course of the process. The most frequently prescribed negotiation advice stresses the need for parties to analyze and enhance their alternatives to negotiated agreement. In practice, doing will generally entail planning for and even engaging in potentially multiple parallel processes with other parties (Fisher, Ury, & Patton, 2011; Sebenius, 1992). Indeed, the bargaining phase with one party will often represent the preparation phase for negotiation with another.

Shonk (2017) describes at length how George Lucas established a strong best alternative to negotiated agreement (BATNA) as he prepared to negotiate with Disney CEO Robert A. Iger about selling his production company Lucasfilm. First, he named Kathleen Kennedy to head the studio, then hired “a respected screenwriter<sup>11</sup> for the next installment (of the Star Wars franchise), Episode VII, and talking to the stars of the original cast including Mark Hamill, Carrie Fisher, and Harrison Ford, about possibly reprising their roles.” As Shonk notes, all these steps enhanced the expected value of Star Wars for Disney, “but also for other potential buyers.” In this case, the preparation phase for negotiations with Iger necessitated that Lucas negotiate with Kennedy, the screenwriter, Hamill, Fisher, Ford, and presumably others. During the discussions with Iger, preparation phases for negotiating with “other potential buyers” represented the BATNA to a Disney sale. Moreover, such alternatives need not be actively pursued at all to shape the process. Simply thinking about possible alternatives can inform one’s valuation of the BATNA, thereby shaping the zone of potential agreement. Keeping in mind what Giebels, de Dreu, and van de Vliert (1998) referred to as “the invisible third at the table,” mere thoughts about the alternatives can shift first offers and the ensuing dance of proposals.

<sup>11</sup> Lucas actually hired Michael Arndt, the writer of Toy Story 3, to do this. Lawrence Kasdan and J. J. Abrams ended up with the writing credit (Trumbore, 2012).

In the most complex situations, as in the Paris Conference on Climate Change, the process will be truly multilateral, characterized by both all-channel and multiple bilateral conversations. In pursuing interests, negotiators will need to assemble a coalition from a network of exchange partners. The so-called “high ambition coalition” organized by the Marshall Islands consisted of countries from Africa, the Caribbean, and the Pacific Islands that are especially vulnerable to the effects of climate change (Mathiesen & Harvey, 2015). Joined by the EU member states and the United States, this coalition pushed hard on four issues: making the agreement legally binding, setting a clear long-term goal for global warming consistent with science, reviewing national emissions commitments every five years, and developing one system for tracking progress on meeting national goals (Mathiesen & Harvey, 2015). A focal negotiation may not be immediately apparent in such a complex web of interactions.

For example, a class action lawsuit joined by more than 60,000 employees of Adobe, Apple, Google, Intel, Intuit, Pixar, Lucasfilm, and eBay alleged that those firms agreed to refrain from cold calling each other’s employees, to give notice when making an offer to the other firm’s employees, and to mutually refrain from making any counteroffers above the initial offer (The United States Justice Department, 2010). This coalition of successful firms succeeded in damping down for a time the explosive growth in labor costs in the high tech sector. The deal making appears to have been worked out through a series of bilateral agreements reached through interlocking directorates. Apple CEO Steve Jobs initiated negotiations in reaction to losing key hires to Google. Given his position as a director for Apple, Google, and Intuit, Bill Campbell proved a useful intermediary for private bargaining between Jobs and those two firms. With deals reached, other interlocking directors extended the arrangement further until the Justice Department intervened to stop them through an antitrust action taken in 2010. The federal action then triggered a new round of negotiations to settle the legal claims filed against the firms for having established the original collusive arrangement. The plaintiff class assembled against these businesses represented a large coalition of aggrieved employees who eventually settled the claims for hundreds of millions of dollars in compensation (Koh, 2015).

Extensive effort and planning may be employed to establish and strengthen a BATNA. Most empirical studies assume a dyadic interaction (Bendersky & McGinn, 2010), with a single best alternative

represented as a fixed point level. In general, considerable effort and existing social capital within one's exchange network must be mobilized just to establish a single alternate plan. Theory and data that aim to incorporate a more nuanced view of the best alternative, and how negotiators go about establishing these alternatives, will be a necessary complication for truly general negotiation theory. Indeed, an open question about best alternatives that remains is how much time and effort negotiators should spend developing parallel alternatives as compared to direct bargaining with a given counterpart. Both represent costly investments yet both hold promise for creating and claiming greater value (Lax & Sebenius, 1985).

Parallel processes, both real and imagined, of negotiation with other counterparts provide the substantive and dynamic basis for envisioning a BATNA. Dynamic valuation of that BATNA provides the primary source of bargaining power. To the extent this process merely reflects a hypothetical undertaking that has not proceeded far into its own preparation phase, then a negotiator must reckon with some degree of risk to terminate ongoing negotiations by switching toward pursuing it as an alternative course. Rosy forecasts regarding the genuine interest and integrative potential of other parties along this parallel negotiation path could prove ill founded. The proper valuation of pursuing this path must be risk adjusted. Risk-averse negotiators will exercise caution when using BATNA as a basis for direct or implicit threats at the bargaining table. To the extent that parallel negotiations have actually moved well into the bargaining phase with live counterparts, then the likelihood of agreement and the integrative potential of that agreement should be easier to evaluate accurately. Risk of pursuing this BATNA may diminish because of this growing certainty, so risk adjusting the valuation of BATNA to determine a walkaway point will become less necessary. But the actual estimated value of this path can rise or fall as progress in the parallel negotiations waxes or wanes. Leverage in the focal negotiation channel varies accordingly. Of course, the party may make every effort in the bargaining phase to conceal any downward revision of prospects from their counterpart. Signaling upward revisions represents a potent tactic for eliciting concessions at the table.

### Multiple Levels

Another reason that purely dyadic models do not capture much of the negotiation process is the

hierarchical nature of party structure in most contexts. As with the anti-poaching coalition in Silicon Valley and the Paris Climate Agreement, significant deals can only be fully understood by relaxing the theoretical constraint that explains negotiation as simple two party interchange. Negotiation theories (Barry & Oliver, 1996; Brett et al., 1999; Gelfand et al., 2006; Kim et al., 2005) typically impose a highly limiting specification about party structure. They presume dyads consist of two unitary actors each seeking to pursue a coherent set of interests. This unitary actor model represents a very special case of the more general multilevel negotiation process depicted in the lower panel of Figure 1. Firms, governments, even families consist of many different people whose engagement in a negotiation process may shift over time.

In global diplomacy, heterogeneous delegations represent nation states. Composition, along with preferences, change over time as elections, deaths, or coups bring new officials into power (Ikle, 1964). In the much more limited number of studies of multilateral bargaining, the composition of negotiating teams is typically imposed exogenously (Bottom, Eavey, & Miller, 1996; Bottom, Eavey, Miller, & Victor, 2000). Decisions about composition and leadership of a team of negotiators as well as the authority delegated to them are design decisions taken by higher ranking members of a hierarchy. Until negotiation theory models the process as a two-level game, it will not yet be able to explain the vital importance of such moves. Prescriptive extrapolations from the descriptive theory will be limited.

The process of delegation, coordination, and influence that establishes the complex nature of a "party" in the first place remains an underexplored aspect of planning. With few exceptions (Movius & Susskind, 2009), theorizing about more or less effective ways to organize and lead negotiating teams has been overlooked in theory and empirical study. In a two-level game, an authority delegates responsibility to directly engage other parties to further their interests through negotiation. Delegation, monitoring, and performance evaluation occur through this channel. Ultimately, the terms of any deal developed by the negotiating party will be subject to ratification or veto by this authority. The "back stage" negotiations between negotiators and the delegating authority may prove far more complex and time consuming than the "front stage" process with the counterparty (Friedman, 1994). Highly complex deals often reflect more than just two levels of delegation and representation. In the case of the

Paris Climate Agreement, the general public in the United States represent the ultimate principals to a negotiation process conducted ostensibly on their behalf. Here even the notion of a two-level game (Putnam, 1988) greatly underestimates the full extent of hierarchical complexity in the process.

As head of the State Department during the first term of President Obama's administration, Hillary Clinton appointed Todd Stern to be the administration's "Special Envoy for Climate Change." Announcing this delegation of authority to the wider public, the secretary stated "The Special Envoy will serve as a principal advisor on international climate policy and strategy. He will be the Administration's chief climate negotiator. He will be leading our efforts with United Nations negotiations and processes involving a smaller set of countries and bilateral sessions. Because the main cause of climate change is the burning of fossil fuel and because the solution rests with our ability to shift the global economy from a high to a low carbon energy base, the Envoy will be a lead participant in the development of climate and clean energy policy. He will participate in all energy-related policy discussions that, across our government, can have an impact on carbon emissions, and will be looking for opportunities to forge working alliances." (Clinton, 2009).

In accepting these responsibilities, Stern explained that "[t]his is no time for negotiators to cling to tired orthodoxies. . . . We should all acknowledge the good faith of those who are committed to this mission, pull our oars in the same direction, and do whatever it takes to get the job done. We will need a strong, new multilateral agreement. We will need partnerships and joint ventures among countries, collaborations between governments and the private sector, new technology and new financing. And we will need, above all, political will" (Clinton, 2009<sup>12</sup>). Stern led the team that engaged in the multilateral talks culminating in a Climate Agreement but did so only through the authorization and approval of the secretary of state and the president. Although the president retained the power to veto or ratify the terms negotiated, the voting public retained the ultimate authority to replace the president. However, their authority was itself expressed through the unique rules embodied in the U.S. constitution that make the decision subject to a majority of an electoral college of the states rather

than pure majority rule. Had the Constitution provided for majority rule by voter, then the presidential succession would have been different and the United States would have remained party to the Paris Climate Agreement. The precise decision rule on hierarchical succession in just one nation has greatly influenced the ultimate implementation for the remaining countries, perhaps the globe. Cognizant of recent precedents (Lisowski, 2002) about the dynamic interaction across these multiple levels of internal party negotiation, the U.S. delegation attempted to secure terms that would prove robust to changes of administration. The new administration's efforts to repudiate the agreement reflect another feature of complexity that a general negotiation theory must incorporate.

### Separating Agreements from Outcomes

To date, negotiation research has produced considerable theory and empirical evidence about aspects of the bargaining phase, but accounts far less for planning, which we found to be important for each specific context examined. In addition, negotiation theory has yet to model fully the conceptual complexity of the implementation phase, which matters greatly for contexts such as mergers and acquisitions and law enforcement. A general theory requires a fully elaborated model of the planning and implementation phases to explain the negotiation process in the various contexts we sampled.

The recursive and multiparty features of negotiation demand that we complicate our understanding of the nature of negotiated agreement. Negotiation theory builds on simple and straightforward concepts of agreement and its consequences. The form posed in recent theory reflects construction of laboratory bargaining tasks that provide most of the empirical evidence we have about the process. In experimental tasks, the language of agreement is tightly constrained by the experimenter, shared in common, and essentially complete as to governance of the exchange between participants. In the widely adapted Pruitt and Lewis (1975) task, for example, agreements are just three letters representing terms of exchange of the three commodities. In the more complex version of this "integrative bargaining game" developed by Neale (1997), eight issues, each with five levels, comprise the terms that can be included in an employment contract. Experimenters in these studies then immediately and costlessly enforce the terms of the agreement without any ambiguity or uncertainty. Elaborating on that simple

<sup>12</sup> This document can now only be obtained from the Internet Wayback archive because the new leadership at the U.S. Department of State eliminated all climate change records from the government internet site.

conception of negotiated agreement, Thompson (1990) split the consequences of agreement for the parties into “economic” and “social psychological” outcomes. The former refers to point payoffs unambiguously assigned to represent the terms of agreement as presented by the experimenter. The latter refers to affective responses as well the associated beliefs and perceptions formed about the agreement and/or the counterpart. Curhan, Elfenbein, and Xu (2006) further elaborated on these psychological responses to the terms of negotiated agreement; they created scales measuring feelings about *instrumental outcomes*, the *self*, the *process*, and the *relationship*. These psychological responses predicted subsequent employee job satisfaction better than negotiated compensation levels one year later for a sample of newly hired MBAs (Curhan, Elfenbein, & Kilduff, 2009). This evidence about the comparative importance of perceptions and expectations formed at the time of agreement highlights the need to reconceive what it means to have an agreement, and to further unpack it and its relationship to outcomes and subsequent actions. Subjective perceptions and expectations loom large as both product of negotiation and as determinants of implementation, outcome, and value in all its forms.

Descriptive negotiation theories have treated outcomes in somewhat different ways. Echoing Nash’s (1950) approach to representing the outcomes of “the bargaining problem,” Kim et al. (2005) represented them simply as utility to the negotiator in excess of the utility accruing from the BATNA. How and when the specific terms of negotiated agreement yield this utility was not addressed. Both Barry and Oliver (1996) and Gelfand et al. (2006) stipulate an additional step that moves us closer to a general model of the negotiation process. For the former, this stage is “implementation/future behavior.” In the latter, it is “post-settlement compliance and future negotiation.” Barry and Oliver model both “perceptual” and “economic” outcomes as preceding and determining “implementation.” According to Gelfand et al. (2006), economic capital and relational capital follow directly from agreement and then determine “post-settlement compliance and future negotiation.” Economic outcomes follow efforts to implement.

Perceptual outcomes do emerge at the time of agreement, but in highly mutable form subject to considerable variation as implementation unfolds. Should the employers’ action as the time of agreement fall short of expectations embodied in these perceptual outcomes, then elation may quickly change to disappointment and disillusion (Rousseau

& McLean Parks, 1993). Note as well that the multi-level structure of most employers creates ample opportunity for discrepancies between promise and realization. The recruiter who directly negotiates the terms with the new recruit will often be someone other than the manager who actually oversees the work of this new employee. The hierarchical complexity of the employer at the higher level of the two-level game introduces some likelihood for misalignment between promises made or implied in the bargaining phase and the actual downstream implementation of those promises as experienced by the employee. For that reason, a more appropriate formulation of the flow of outcomes would be to identify *expectations* of these outcomes forming at the time of agreement, but with the *realization* of outcomes ensuing later on through the implementation process itself. Any divergence between expectations of returns at the time of agreement vis-à-vis the actual accrual of returns over time can be a trigger for a recursive renegotiation loop, back to the bargaining phase or to third-party intervention.

Fortunately, the heretofore separate body of empirical research and theory on contracts provides insight into the dynamics of this renegotiation loop. Like negotiation research, this large multidisciplinary literature includes contributions from sociology (Macaulay, 1977), legal theory (Macneil, 1980), economics (Hart & Moore, 2008), political science (Miller & Whitford, 2002), and organizational behavior (Morrison & Robinson, 1997). Starting at a point after both the preparation and bargaining phases of the negotiation process, this literature focuses on the pathway from negotiated agreement to the implementation phase to realization of outcomes. This body of work provides an ideal, if neglected, complement to the organizational negotiation research that focuses almost exclusively on the bargaining phase. Research on psychological contracts and worker motivation has found that perceived breach in agreements, potentially triggering the renegotiation loop, is “not the exception but the norm” (Robinson & Rousseau, 1994). Analogous looping can be seen in implementation of negotiated agreements in other contexts, for example e-commerce (Brett et al., 2007). Advance recognition of the likelihood that the renegotiation loop could arise actually shapes the negotiated drafting of many formal agreements, including provision of safeguards to insure proper implementation of agreements over time (Argyres, Bercovitz, & Mayer, 2007; Parkhe, 1993). These basic foundations for business agreements have been investigated in a few negotiation

studies (Kray, Thompson, & Lind, 2005; Thompson, Gentner, & Loewenstein, 2000). However, participants in these experiments use them infrequently and they do not figure prominently in descriptive negotiation theories (Barry & Oliver, 1996; Kim et al., 2005). Prescriptions generally focus on their utility as instruments for betting on different expectations of the future (Bazerman & Neale, 1992; Brett, 2007). These prescriptions do not really explain that agreements will inevitably be incomplete and expectations in psychological contracts will almost inevitably diverge, which necessitates some form of contingency planning. In the negotiation experiments with contingent contracts, implementation rarely happens and so contingencies are rarely actually confronted. In contracting experiments where they clearly will be realized, employment of contingent terms becomes far more widespread (Bottom, Holloway, Miller, Mislin, & Whitford, 2006; Miller & Whitford, 2002; Mislin, Campagna, & Bottom, 2011; Whitford, Bottom, & Miller, 2013).

In general, agreements represent an exchange of promises by the parties to undertake actions at some point in the future. These often represent tacit commitments, subject to confusion and misinterpretation. Explicit agreements take the form of verbal expressions; however, even if they are explicitly communicated, agreements remain incomplete because parties cannot specify what they will do under every possible contingency (Macneil, 1977). Moreover, parties often generate divergent interpretations of the meaning of this language. These asymmetric interpretations, which reflect idiosyncratic mental models of the deal, eventually shape conflicting perceptions of fulfillment. Absent ongoing communication and monitoring, that conflict can escalate into a full-blown dispute that may activate the loop back into preparation and bargaining phases over the proper interpretation and quite possibly amendment to agreement. These general features of the process and outcome explain the common emergence of disputes during the implementation phase of corporate mergers, sales of business services, marriage, and international diplomacy. Any general theory of negotiation must incorporate and explain them as well.

Within the field of organizational behavior, research on psychological contracts that arise from employment agreements provides many of the features needed for a general theory. This research stream examines perceptions and behavior downstream from an agreement. Indeed, psychological contracts research begins precisely where research

on negotiation typically ends. Employment contracts provide a reference point for the generation of expectations about the future employment relationship (Rousseau & McLean Parks, 1993). Divergent psychological contracts that often arise from perceptions of the agreement are used by parties as the standard by which implementation efforts will be judged (Morrison & Robinson, 1997). Thus, breach of psychological contracts, even when it does not represent legally enforceable violation of the written agreement, will determine the economic, psychological, and sociological consequences of the original deal. Accordingly, perceptions of contract breach predict individual and organizational outcomes of the contract, including work performance, job satisfaction, and turnover (Kotter, 1973; Robinson & Rousseau, 1994; Turnley & Feldman, 1999). In negotiation experiments, by contrast, terms are highly constrained, simple, complete, unambiguous, and afford little room for asymmetry in mental models of the deal. Although psychological contracts research focuses narrowly on employment contexts, the construct itself readily generalizes to encompass other circumstances in which the negotiation process unfolds.

Psychological contracts for the parties to a corporate merger are likely to be quite different. These agreements represent promises of future actions, yielding expectations of future returns well into the future; they may be incomplete, based on erroneous assumptions, and highly asymmetric. Managers of merging firms may expect and espouse great value from the agreement. But shareholders, the ultimate principals, may have different interpretations; these divergent expectations may cause them to either buy or sell shares, thereby changing the value of the deal itself even as it is negotiated. The eventual realized value from the deal will fully materialize weeks, months, or even years later, if and when the process is complete. In the case of AT&T's acquisition of NCR, AT&T's managers pursued an acquisition despite multiple sources of negative feedback, including plummeting share price caused by owners dumping their positions. In the multilevel bargaining game for corporate control, the ownership structure of AT&T allowed owners—actors occupying the highest level of the hierarchy—to materially signal their dissent from management attempts to negotiate with NCR both through pressure on the board of directors and by exiting their ownership. Although the acquisition was eventually completed, it reduced shareholder wealth by \$6.5 billion, resulting in negative synergies of \$3 billion (Lys &

Vincent, 1995). The value that negotiators expect is not necessarily the value they realize, nor does it necessarily converge with the expectations of third parties. In this case, the full extent of the value destroyed by the deal emerged years later when AT&T's competitive position became sufficiently precarious that they were acquired by a former subsidiary, SBC (Greenwald & Kahn, 2005). AT&T CEO Robert Allen envisioned positive strategic synergies and economic outcomes at the time of the deal, but he was greatly disappointed in these expectations by the eventual outcomes that flowed from implementation. Formally integrating insights from the psychological contracts literature with negotiation theory will yield a truly general conception of outcomes that can serve to represent the full range of negotiation contexts.

Consideration of strategic goals in multilevel bargaining should also directly shape the weighting of different possible negotiation outcomes. For example, if one's goal is to make public one's positions on a set of issues to increase status in the eyes of an observer of the proceedings, then the value of agreement (or impasse), may be inconsequential compared with the approval of that observer. Such cases could apply to many circumstances. Where specialized personnel negotiate with external parties such as clients or other stakeholders, it is the perception of the managers of those specialized personnel that contribute to the focal employee's ability and subsequent success in the organization. In one sense, there are multiple outcomes of the negotiation, both at the level of the parties directly involved as well as the second level that involve the perceptions of the employee's supervisors and peers. Thus, conceptualizing outcomes in the context of a wider stream of actors and contexts will be necessary to evaluate properly and comment on the effectiveness of particular behavior. Otherwise, researchers miss the chance to observe and appreciate authentic and potentially idiographic mapping between planned goals and bargaining outcomes.

### IMPLICATIONS FOR EMPIRICAL RESEARCH

We have explained in some detail the basic form and essential features that descriptive negotiation theory must incorporate. However, theory building in behavioral science proceeds in close concert with empirical testing not as pure deduction from first principles (Cyert & Simon, 1983). Progress on general negotiation theory will depend on enhancing and extending research practices in this field. That

means research that tests complexities in process not presently measured using modal practices. We offer suggestions for research questions as well as methodologies that can be adopted by organizational researchers to attempt better to understand all phases at multiple levels. In general, we call for greater use of methods that describe behavior outside the constraints of stylized bargaining tasks that focus on only one phase of the negotiation process. In outlining concrete suggestions for novel research, we draw inspiration from fields of social science that have studied people in situations similar to those faced by negotiators in the planning and implementation phases. We then outline one possibility for studying recursion by introducing further complexity to the study of the BATNA.

### Studying the Planning Phase

Descriptions related to planning behaviors should furnish organizational scholars with insights about how people prepare themselves for bargaining. Understanding how contextual factors, such as type of counterpart (e.g., potential exchange partner, family, friend, belligerent, etc.), deadlines, culture, or social context (e.g., personal vs. organizational) influence the extent of information gathering and relationship building. These factors provide useful clues about the benefits of training and interventions across situations. Along these lines, an individual differences approach (see Elfenbein, 2015; Sharma, Bottom, & Elfenbein, 2013) that explores the characteristics of people who seek out or avoid different elements of planning behavior could yield useful insights about strategies to tailor negotiation training. Of particular use would be those studies that aim to extend existing theories of individual differences in bargaining, such as cognitive ability, conflict styles (Kilman & Thomas, 1977; Ruble & Thomas, 1976), social value orientation, (Messick & McClintock, 1968), and negotiation self-efficacy (Sullivan, O'Connor, & Burris, 2006) for their relevance to behaviors in the planning phase. To take one example, studies could aim to understand how people with different approaches to conflict resolution (i.e., competing, compromising, avoiding, accommodating, or collaborating; Kilman & Thomas, 1977) approach information gathering and relationship building before the conflict occurs. Namely, differences in conflict styles could also shape preferences over elements of planning—a person who is likely to accommodate others may plausibly focus on building relationships with counterparties, whereas those who are avoidant of

conflict may avoid relationship building efforts altogether. Furthermore, core personality traits that have not appeared to influence the bargaining phase of negotiation may be instrumental at the planning phase—notably conscientiousness (Sharma et al., 2013).

Studying behavior outside the bounds of stylized tasks could entail adopting methods from other fields of research. Inductive methodologies (Geertz et al., 1978; Zartman & Berman, 1983; Williams, 1985; Gulliver, 1979), such as observations, interviews, and case study (Glynn, 2000; Yan & Gray, 1994), may not offer precision in measurement, but they yield details about processes assumed away or unmeasured by conventional bargaining tasks. Despite this lack of precision, scholars may nevertheless use them to produce useful insights. The field would benefit from formal descriptions of behavior in the planning phase that take place within organizations to inform theories about that phase.

Experimental methods can also be deployed to study planning, by adopting methodologies from fields that share similar challenges. For example, cognitive psychologists have worked to model information search processes. Information boards are an established paradigm widely used to measure elements of search processes (Payne, 1976). These present the participant with an array of attributes about a set of objects on a series of cards (e.g., index cards or virtual on-screen cards). Initially, only the attributes will be visible to the participant, with the details occluded. Participants must choose to reveal information about the objects by removing the occluding barriers (e.g., removing a cover on an index card). Computer-driven display and choice expedites data gathering (Payne, Bettman, & Johnson, 1988). These methods facilitate investigating how type and amount of information influences search and subsequent decision-making. They have been applied to study such complex situations as law enforcement and healthcare, where information search entails considerable cost, effort, and time pressure (Schram & Sonnemans, 2011; Wastell, Weeks, & Duncan, 2009). Such methods have also been used to study how bank officers negotiate commercial loan requests, while considering cues such as cash flow, quality of the bank-company relationship, and financial statement strength (Biggs, Bedard, Gaber, & Linsmeier, 1985). We foresee the potential for these research methods to enable study of negotiator preparation. Potential questions include the following: What information do they deem important to

gather? How do they construct the mental model of their best alternatives to agreement? What information do they choose to retain/record for the bargaining and implementation processes?

Surveys and field experiments can enable measuring attitudes and behavior about planning processes. Recent attempts to examine gender differences in initiating and receiving beneficial outcomes from negotiating for compensation used large-scale survey designs. Using a dataset that recorded gender as well as other employee characteristics revealed that, in Australian workplaces, women were no less likely to initiate negotiation about compensation or promotion than men (Artz, Goodall, & Oswald, 2016). However, they were less likely to be successful in obtaining benefits from these requests and were less satisfied with their compensation and organizational role. Factors that affected likelihood of asking were employee tenure, part-time vs. full-time status, and age. In another attempt to study the same question, a field experiment was used in which different versions of an employment advertisement was posted on a popular website (Leibbrandt & List, 2014). The authors manipulated the advertisement by randomly including or omitting explicit references to the negotiability of the wage. Women were equally likely to initiate the process when postings explicitly mentioned wages to be negotiable, but men were more likely to initiate when no explicit references existed. Such questions are sometimes but not always amenable to the precision of a laboratory design, but even so they are useful because factors can be studied that are sometimes difficult to manipulate realistically. These studies point to a general weakness of empirical studies to date in highlighting when a person chooses to negotiate vs. use other methods to further their interests. Use of survey and field experiment methodologies should also yield conclusions over a wider range of contexts.

### Studying the Implementation Phase

What factors lead to the successful implementation of agreements? This question is important because agreements do not automatically translate into realized value. Agreements represent promises for eventual exchange of goods, services, and attitudes. Without effort toward implementation—in terms of using resources, and/or physical and mental effort—agreements remain unfulfilled promises (Holbrooke, 2008; Tardieu, 1921).

One example of studying implementation efforts entails a qualitative approach. Mayer and Argyres

(2004) studied the pattern of contracts between technology firms. Through examination of contract language and interviews with decision-makers in each firm, they concluded that firms were rarely able to fully specify their needs in any one contract. Implementation challenges triggered new negotiations to specify explicitly those needs in a new agreement. Such studies inform organizational research by suggesting that negotiation can facilitate ongoing relationships between parties and that it is not necessarily a discrete process used to achieve a singular objective. This line of thinking suggests a need to describe base rates of implementation failures, particularly for describing types of implementation failures. Data on these topics can help point to where organizational research on implementation is most needed.

Organizational research may play an important role in assessing how best to ensure compliance. As orienting guides, we refer to Gulliver's (1979) descriptions of implementation activities that consisted of ritualized affirmation of the agreement and execution of outcome; these served as critical incidents that may shape the underlying process. Schelling (1960) outlined various ritual affirmations historically used between representatives of nation states: "The ancients exchanged hostages, drank wine from the same glass to demonstrate the absence of poison, met in public places to inhibit the massacre of one by the other, and even deliberately exchanged spies to facilitate transmittal of authentic information" (p. 20). Cataloging the types of rituals used by people in organizations to affirm the agreement, and examining their impact on implementation efforts, could be a productive line of inquiry. Following the ritual affirmation—but before the actual fulfillment of promises—come psychological perceptions that lead people to expend effort on implementation. Within the organizational literature, Noorderhaven (1992) argued for four perceptual factors that contribute toward a sense of obligation to fulfill contracts, namely personal trust (i.e., trust in a particular other), institutional trust (i.e., trust that organizational members generally live up to their commitments), formal norms (i.e., trust that formal enforcement mechanisms, such as the legal system, can enforce agreements), and informal norms (i.e., trust that the community of peers enforce agreements). To what extent such perceptions actually lead to implementation remains to be tested empirically.

Further downstream in the implementation phase are the use of contract enforcement mechanisms.

MacLeod (2007) summarized theoretical and empirical work in economics addressing this issue. He outlines both formal and information routes to contract enforcement. A key distinction between them is that disputes when invoking formal enforcement require involvement of third parties (e.g., the legal system). Parties must first determine whether a contract was breached and then eventually settle on the compensation to be provided. When invoking informal enforcement, a party can unilaterally behave in ways that damage the counterpart's reputation. Although theoretical and empirical work is presented, micro-level approaches to the question of the effectiveness of enforcement mechanisms remain underexplored.

Experimental research can also play a part in understanding implementation processes. Bohnet, Frey, and Huck (2001) adopted an experimental approach to study contract compliance in a principal-agent paradigm. In a stylized sequential prisoner's dilemma game, they also simulated a formal enforcement mechanism, meant to reflect how the legal system would affect their outcomes following a dispute. Through this method, they found that when there was limited enforcement, principals would only enter into contracts after the agents revealed themselves to be trustworthy. This finding demonstrates a process of substitution in enforcement mechanisms—reputations serve as points of reference as to whether a counterpart will implement an agreement. Organizational scholars should build on this work by studying the psychological impact—i.e., perceptions of trust in principals and agents—of different kinds of enforcement mechanisms (see Choi, 1994, for a review of cross-cultural treatment of enforcement mechanisms).

Experimental tasks can be used to examine effort expenditure toward implementation. Laboratory tasks that simulate costly effort have been devised to simulate labor contracts. Miller and Whitford (2002) assigned participants to principal and agent roles and then asked them to negotiate an employment contract regarding a project. The contract potentially contains both a guaranteed and contingent payment features. Guaranteed payments were paid out regardless of the success of the project. Contingent pay was only transferred if the agent's effort resulted in a successful project outcome. Once an agreement is reached, the agent makes a private decision about how much money to expend on the project, an amount probabilistically linked to the success of the project. The greater the agent's costly effort, the higher the probability of the project's success. The

private effort choice made by the agent represents efforts to implement the agreement at personal expense. There exist a limited number of studies that examine how the relationship built between the parties can influence implementation effort (Bottom et al., 2006), but we foresee extensions to this line of work extending organizational understanding of the deal implementation process. Alternative methods exist that can simulate implementation effort in terms of physical and mental effort. Prowse and Gill (2009) outline existing methods to model effort expended in various ways (e.g., vigilance, knowledge, puzzle, and physical tasks) while also introducing a novel task involving virtual sliders presented on a computer interface. Participants must move a marker to the midpoint of a given interval, with each completed move generating value. Such tasks could be used as a measure of revealed willingness to complete a unit of work for some referent (e.g., self, other, third parties) and could be deployed readily in laboratory and online contexts.

Extra-contractual inducements appear to be an additional mechanism to encourage implementation effort. Using field or laboratory experiments, such studies examine effort exerted as a consequence of being provided additional compensation over and above the promised wage. With varied tasks, such as collecting donations, data entry, transcription of visually distorted words, filling envelopes, cataloging books, promotional material distribution, and tree planting (Cohn, Fehr, & Goette, 2015; Gilchrist, Luca, & Malhotra, 2016; Gneezy & List, 2006; Hennig-Schmidt, Sadrieh, & Rockenbach, 2010; Kube, Maréchal, & Puppe, 2012; Paarsch & Shearer, 2009), results generally show that people exert extra effort when provided these extra-contractual inducements. The studies do more than merely imply that greater incentives increase implementation effort. For example, Cohn et al. (2015), Gilchrist et al. (2016), and Gneezy and List (2006) show that an unexpected increase in wages induces greater effort. In addition, Kube et al. (2012) show that nonmonetary gifts, rather than equivalent amounts of cash gifts, can induce greater effort. Building on the theory, methodologies, and results from such studies can enrich organizational knowledge about negotiations. We encourage interdisciplinary efforts that draw from and build on top of other branches of social science.

### Studying Recursion with Dynamic BATNAs

With a program of research that studies negotiators across phases, organizational scholars can aim to

describe the dynamics of process. But a general theory must also explain how, when, and why reversion back to an earlier phase may arise. Parties may move into the bargaining phase, only to discover neither party truly cared about the issues under discussion, leading them to halt and reconsider, possibly shifting back into the planning phase after reframing (Misino, 2004). For better or worse, some phases may be greatly curtailed, as in the case of a hastily accepted first offer that sharply attenuates the bargaining phase. The implementation phase may in some circumstances comprise a quick, uncomplicated exchange of material goods following an agreement. Should their nature and quality meet expectations established by the agreement, the process may end there. But the limited amount of theory and empirical evidence about implementation suggests that negotiations will rarely be discrete single-shot interactions. In general, they serve as inputs for cooperative or competitive action in future exchange (Mislin, Boumgarden, Jang, & Bottom, 2015). Modeling the recursive nature of the process will be necessary to understand how and why parties move back and forth from one phase to another. The nature of the two-level party structure may trigger some recursion. A tentative deal could be vetoed by second level actors, sending the first level delegates “back to the drawing board,” that is, the preparation stage for a renewed bargaining phase.

Whether triggered by a second-level veto or not, the process can break down in the bargaining and implementation phases, leading parties to seek alternative courses of action. During the bargaining process, negotiators may also seek other means of achieving goals or interests, possibly by delegating to another agent to continue the process. Firms sometimes switch from being an acquirer of a business to being a seller of a business (Shell, 2006). Sometimes both negotiations take place in parallel; brewing giant Anheuser-Busch was negotiating to purchase the remaining interest in Grupo Modelo during InBev’s negotiation to acquire it (de la Merced, 2008). In the cases where the counterpart retains control of unique or irreplaceable objects, there may be no alternative counterparts to negotiate with, prompting redoubled efforts to bargain (Sebenius, 1992). When faced with a seemingly insurmountable obstacle, negotiators may decide to revise their interests, or alter their goals (Brett et al., 1999), even if it is against normative suggestions to do so.

One very common, very significant recursive loop backward arises when conflict surfaces during the implementation phase of a negotiation. Actual and

merely perceived violations of the terms of a deal may lead parties through an escalation of conflict from accommodation or reprisal through negotiation up to filing a legal claim against the counterpart (Felstiner, Abel, & Sarat, 1980; Ury, Brett, & Goldberg, 1988). These perceived breaches of contract that trigger this disputing loop may provoke parties to renegotiate, to seek retribution (Aquino, Tripp, & Bies, 2006), or to pursue legal recourse (Williams, 1985) or alternative dispute resolution procedures. This generally requires them to identify and engage third parties to serve as mediators, arbitrators, or judges (for a review, see Atlas, Huber, & Trachte-Huber, 2003). The ultimate disposition of a BATNA may be subject to forecast, but it most often represents a highly uncertain, often ambiguous prospect. Empirical studies most often model BATNAs as sure thing options, and so less is known about how parties negotiate these types of disputes.

Some exceptions include experiments examining arbitration (Bazerman & Neale, 1982; Starke & Notz, 1981) and pretrial bargaining (Bottom & Studt, 1993; Coursey & Stanley, 1988; Loewenstein, Issacharoff, Camerer, & Babcock, 1993), in which the alternative to negotiated agreement formally cedes decision control to an identified third party. But even when the BATNA simply represents a parallel process in the planning phase, the outcome will be highly uncertain, one that a risk-averse negotiator will naturally pay a premium to avoid. Such BATNA risk is distinct from the uncertainty of the set of tactics negotiators use to improve one's outcome, such as issuing an ultimatum, displaying generosity, or highlighting a deadline. Uncertainty associated with such strategic choices represents another source of risk present in most negotiations, although one not usually modeled or measured in empirical studies (Bottom, 1998). Relaxing the constraint of a sure BATNA in empirical studies, so that it reflects a negotiator's experiences with multiple parties negotiating simultaneously but in staggered phases, will enrich our understanding of the how, why, and when negotiators proceed with the bargaining process.

Outside parties can influence negotiation in significant ways, even when not directly engaged (Gulliver, 1979). This can encompass a wide range of people, including friends, family, competitors, or neutral observers or bystanders. Some might be engaged at the outset as third parties to arrange initial contacts between negotiators with limited prior history. At a later stage, they may be asked to intervene to work through conflict. When negotiations degenerate into disputes, often during implementation,

outside parties may choose or be asked to intervene as mediators or arbitrators. Third parties are likely to develop perceptions of the negotiators, contributing to reputations that influence future negotiations (Tinsley, O'Connor, & Sullivan, 2002).

## CONCLUSIONS

Negotiation is vital and ubiquitous. Because of this, organizational scholars have aspired to build theory that generalizes over parties, issues, and contexts, and a general theory would provide useful insights to the fields of management and organizational behavior. Rigorous, mostly experimental research in laboratory settings has so far enabled the development of an impressive, finely nuanced understanding of direct bargaining between two monolithic parties. We argue in this chapter that theory built around this body of research needs to explain the essential nature of how the negotiation process unfolds across such varied circumstances as diplomacy, corporate mergers, labor contracting, and family decision-making. The preparation and implementation phases, phase recursion, multiparty process, and multilevel considerations within a party have been largely neglected in theory and research. Yet these complexities play a crucial part in the decision-making process in such business contexts as human resource management, mergers and acquisitions, and sales.

We identified aspects of planning and implementation that need attention in empirical studies. Properly modeling implementation will necessitate a more complex, flexible concept of negotiated agreement. Generalizing the notion of a psychological contract developed by researchers studying the employment context (Rousseau, 1998) to other forms of negotiated agreement will provide a useful starting point. Instead of a single numerical outcome from a simulation, each party can hold a unique mental representation of the agreement. Constituents at higher levels of organizations implicated by an agreement, as well as third parties, may also have their own representations about the commitments made between the parties. Incomplete, idiosyncratic, and subject to dispute, these mental models should supplant the simple, complete, and immediately enforced contracts prevalent in most negotiation research. In research moving forward, scholars will need to identify explicitly and justify which aspect of the wider process they are attempting to model.

Negotiating through the multilevel structure that characterizes party formation, delegation, and

decision-making does appear in qualitative studies that describe conflicts and transactions (Glynn, 2000; Yan & Gray, 1994). But complex party structure features much less in efforts to build the general theory (Gelfand et al., 2006) and in the prescriptive work of negotiation scholars (Malhotra & Bazerman, 2008).

By comparing general theory to context-specific theories of negotiation, we identified basic features that must comprise general theory. We have sketched possible relationships among those elements, while emphasizing that a concerted empirical and theoretical effort will be needed to realize fully a general theory that explains behavior across social contexts.

The behavioral approach to theory development proceeds in close concert with empirical testing (Cyert & Simon, 1983); negotiation research is no exception. The constraints on theory building reflect limitations of method. Fully understanding the negotiation process in all its phases will require new measures, methods, and approaches to model testing. More qualitative and survey research will be needed. Field and even laboratory experiments can continue to yield relevant insights, but the focus must shift away from simple dyadic bargaining to preparation, implementation, and the study of phase transitions that incorporate the possibility for recursion. Note that we are not advocating for wholesale abandonment of methods currently used. The problem is not with any particular method, but the field's collective choices that have led to blind spots that hinder efforts at generalizing. Only by doing so can organizational scholars hope to explain and eventually help meaningfully prescribe how to manage complex situations such as the Paris Climate Agreement.

Modeling the complexity of such real-world negotiations will facilitate one of the goals of this line of research—using social science to guide practice. Expert negotiators have long recognized the need to codify and disseminate best practices in social contexts that require negotiation ability (Satow, 1922). Social scientists, organizational researchers included, have contributed to this effort, motivated by Raiffa's (1982) call for an asymmetrically descriptive/prescriptive science of the negotiation process. Systematic descriptive research and theory explaining biases and behavioral patterns of negotiators informs practical advice to one of the parties. Accurately anticipating the actions of others can help in devising sound strategy for securing interests. Progress to date includes useful findings

about a limited phase of this complex process. Our review highlights areas where organizational scholars have made progress and also areas where they can invest their efforts toward a more general theory. Until changes are widely adopted, a comprehensive theory of negotiation that can inform proper selection, training, and practice of negotiators will remain an aspiration.

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**APPENDIX A: NEGOTIATION ADVICE CODING SHEET  
DESCRIPTION OF THE BOOK**

Full citation of book/book section (APA style):

Social activity given in the book (e.g., legal/marriage/mergers and acquisitions):

Instructions: Read sections of books that introduce the concept of the book, such as the preface or the introduction in order to answer the questions below.

Does the author have graduate level training (PhD or Masters)? **Yes/No**

If yes, in what field?

Does the author claim expertise in the social activity they give advice in? **Yes/No**

If yes, what is the nature of the expertise? Provide a quote/s and page numbers.

Does the author claim to have a description of the negotiation process, either by mentioning a “theory” or “model” or indicate via other means that some description exists? **Yes/No**

If yes, list the page numbers where the model is described.

Was the advice generated using social science? **Yes/No**

If yes, provide a quote and page number that indicates this.

Was the advice generated using expert knowledge? **Yes/No**

If yes, provide a quote and page number that indicates this.

**CODING THE ADVICE**

Procedure: To locate advice, search the content section to locate a “best/recommended practices” chapter or its equivalent. If such a chapter is not explicitly found, read through the book in its entirety to look for advice.

Advice is any behavior that the author recommends a person to do to increase their effectiveness in negotiation. It may be in the form of an overt action or internal thoughts or feelings.

Page No	Advice	When does the advice apply?		
		Pre-bargain?	Bargain?	Post-bargain?

## APPENDIX B: BOOKS RETAINED FOR ADVICE CODING IN SYSTEMATIC SURVEY OF BOOKS

Book	2015 Amazon Sales Rank	Domain	Advice Count (Pct%)		
			Planning	Bargaining	Implementation
Malhotra and Bazerman (2008)	-	Organizational behavior	27 (27%)	70 (69%)	4 (4%)
Curhan (1998)	-	Organizational behavior	19 (59%)	13 (41%)	0 (0%)
Pinkley and Northcraft (2000)	-	Organizational behavior	7 (16%)	37 (84%)	0 (0%)
Pruitt and Kim (2003)	-	Organizational behavior	7 (24%)	18 (62%)	4 (14%)
Lewicki, Saunders, and Barry (2014)	-	Organizational behavior	13 (48%)	13 (48%)	1 (4%)
Kopelman (2014)	-	Organizational behavior	13 (59%)	9 (41%)	0 (0%)
Thompson (2014)	-	Organizational behavior	71 (42%)	90 (54%)	7 (4%)
Kennan and Mearsheimer (2012)	451,023	International relations	3 (75%)	0 (0%)	1 (25%)
Ikle (1964)	1,023,482	International relations	2 (67%)	1 (33%)	0 (0%)
Odell (2000)	1,749,618	International relations	8 (80%)	2 (20%)	0 (0%)
Bailey (1968)	1,907,951	International relations	21 (51%)	14 (34%)	6 (34%)
Koppell (2010)	2,001,590	International relations	3 (75%)	0 (0%)	1 (25%)
Spector and Zartman (2003)	2,354,622	International relations	1 (14%)	1 (14%)	5 (71%)
Sutterlin (2003)	3,352,915	International relations	3 (100%)	0 (0%)	0 (0%)
Singh, (2008)	4,058,689	International relations	6 (50%)	6 (50%)	0 (0%)
Rothman (1992)	4,741,885	International relations	7 (64%)	2 (18%)	2 (18%)
Vasquez, Jaffe, Johnson, and Stamato (1996)	5,099,199	International relations	9 (53%)	8 (47%)	0 (0%)
Knox and Schacht (2013)	24,177	Marriage counseling	39 (78%)	11 (22%)	0 (0%)
Gottman and Silver (1994)	282,863	Marriage counseling	28 (30%)	63 (68%)	1 (1%)
Broderick (1983)	735,340	Marriage Counseling	17 (47%)	18 (50%)	1 (3%)
Sternberg and Hojjat (1997)	933,114	Marriage Counseling	89 (79%)	22 (20%)	1 (1%)
Kayser (1993)	1,218,297	Marriage Counseling	14 (82%)	1 (6%)	2 (12%)
Grunebaum and Christ (1976)	1,329,441	Marriage Counseling	6 (100%)	0 (0%)	0 (0%)
Mace (1987)	1,399,168	Marriage Counseling	37 (79%)	7 (15%)	3 (6%)
Glick, Berman, Clarkin, and Rait (2000)	2,784,266	Marriage Counseling	31 (89%)	4 (11%)	0 (0%)
Bowen (1991)	4,798,738	Marriage Counseling	5 (83%)	1 (17%)	0 (0%)
Alford-Cooper (1998)	4,823,532	Marriage Counseling	8 (80%)	2 (20%)	0 (0%)

**APPENDIX B**  
**(Continued)**

Book	2015 Amazon Sales Rank	Domain	Advice Count (Pct%)		
			Planning	Bargaining	Implementation
Feldman and Spratt (1998)	94,082	Mergers and Acquisitions	0 (0%)	0 (0%)	35 (100%)
Davenport and Barrow (2009)	103,922	Mergers and Acquisitions	8 (35%)	8 (35%)	7 (30%)
DePamphilis (2013)	171,858	Mergers and Acquisitions	10 (19%)	7 (13%)	36 (68%)
Tibergien and Dahl (2006)	313,139	Mergers and Acquisitions	91 (82%)	14 (13%)	2 (5%)
Braun (2013)	380,196	Mergers and Acquisitions	10 (100%)	0 (0%)	0 (0%)
Whitaker (2012)	388,233	Mergers and Acquisitions	0 (0%)	0 (0%)	56 (100%)
Galpin (2014)	410,149	Mergers and Acquisitions	0 (0%)	0 (0%)	140 (100%)
Reed, Lajoux, and Nesvold (2007)	428,475	Mergers and Acquisitions	16 (76%)	2 (10%)	3 (14%)
Marks (1994)	674,336	Mergers and Acquisitions	0 (0%)	0 (0%)	78 (100%)
Pritchett (2014)	695,567	Mergers and Acquisitions	0 (0%)	0 (0%)	44 (100%)
McMains and Mullins (2013)	112,665	Law Enforcement	160 (50%)	130 (40%)	31 (10%)
Greenstone (2010)	388,343	Law Enforcement	270 (58%)	128 (27%)	69 (15%)
Castellano-Hoyt (2003)	766,720	Law Enforcement	18 (78%)	5 (22%)	0 (0%)
Lanceley (2003)	1,072,329	Law Enforcement	91 (61%)	51 (34%)	6 (4%)
Slatkin (2010)	1,454,813	Law Enforcement	76 (57%)	50 (37%)	8 (6%)
Misino (2004)	2,108,570	Law Enforcement	62 (56%)	39 (35%)	10 (9%)
Hammer (2007)	2,815,752	Law Enforcement	30 (68%)	14 (32%)	0 (0%)
Hall (2007)	3,344,407	Law Enforcement	18 (39%)	16 (35%)	12 (26%)
Pearson, Radli, Davis, and Davis (2005)	10,241,025	Law Enforcement	69 (68%)	25 (25%)	8 (8%)
Schneider and Honeyman (2006)	851,587	Legal	86 (43%)	92 (46%)	20 (10%)
Robbennolt and Sternlight (2013)	1,010,261	Legal	1 (25%)	3 (75%)	0 (0%)
Scharff and Herrick (2011)	1,226,954	Legal	78 (54%)	64 (44%)	2 (1%)
Herman (2014)	1,297,789	Legal	9 (47%)	7 (37%)	3 (16%)
Tesler (2009)	1,335,018	Legal	48 (75%)	16 (25%)	0 (0%)
Lande (2012)	1,453,001	Legal	51 (94%)	3 (6%)	0 (0%)
American Bar Association (2007)	1,837,486	Legal	8 (89%)	1 (11%)	0 (0%)
Silkenat, Aresty, and Klosek (2009)	3,697,009	Legal	90 (78%)	19 (17%)	6 (5%)
Macnaughton and Martin (2002)	4,512,244	Legal	26	6	1

**APPENDIX B**  
**(Continued)**

Book	2015 Amazon Sales Rank	Domain	Advice Count (Pct%)		
			Planning	Bargaining	Implementation
Reuben (2005)	8,126,822	Legal	(79%) 5	(18%) 2	(3%) 0
Mitchell (2003)	1,460	Sales	(71%) 46	(29%) 3	(0%) 6
Rackham (1988)	1,650	Sales	(84%) 27	(5%) 5	(11%) 1
Girard and Brown (2006)	40,579	Sales	(82%) 13	(15%) 5	(3%) 1
Maslansky (2011)	64,689	Sales	(68%) 0	(26%) 46	(5%) 0
Miller, Heiman, Tuleja, and Miller (2005)	68,073	Sales	(0%) 49	(100%) 7	(0%) 2
Richardson (2008)	69,798	Sales	(84%) 16	(12%) 22	(3%) 2
Futrell (2014)	72,800	Sales	(40%) 2	(55%) 40	(5%) 1
Shell and Moussa (2008)	78,453	Sales	(5%) 12	(93%) 6	(2%) 4
Johnson (2004)	107,307	Sales	(55%) 13	(27%) 2	(18%) 24
James (2011)	170,751	Sales	(33%) 60	(5%) 2	(62%) 0
			(97%)	(3%)	(0%)

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