

Translating Negotiation Expertise for the Library World

There is no shortage of books providing negotiation advice—a shocking statement for the first chapter of a book on negotiation, but a true one nonetheless. Some of the more strident titles claim that there is a lot of difference among all of these books; however, that perspective probably has more to do with author and/or publisher pocketbooks than actual negotiation playbooks. Yes, playbooks! Do not be misled. Negotiation is a sport. As a sport, much of what one finds in the best-selling negotiation books are examples of plays, er, deals, and how you can use the same tactics at your negotiation table. Depending on the background of the author (sports agent, political scientist, corporate bulldog), these examples can seem either applicable or downright nonsensical to the average librarian-reader. To make sure that librarians get their moment in the negotiation spotlight, we'll show how advice from a few well-known negotiation experts can apply in the library world. Since these works rely heavily on examples to illustrate their points, this chapter will include a number of examples of ways these techniques and concepts could help librarians negotiate with a variety of library stakeholders. We will also take a look at how technology has changed the way negotiations are conducted in the digital age. Not only do librarians find themselves negotiating for an increasing number of electronic resources; they also find themselves using an increasing number of electronic tools to prepare and conduct the negotiation process.

Do Your Homework

The one piece of advice that is the most consistent across negotiation guides is the importance of preparation and research before you begin negotiations. Ronald Shapiro and Mark A. Jankowski, authors of *The Power of Nice*,¹ lay out seven steps to ensure that your preparation is comprehensive: 1) Identify pertinent precedents, 2) Identify alternatives, 3) Clarify interests, 4) Identify deadlines, 5) Define strengths and weaknesses, 6) Identify your ultimate goal (best possible outcome), and 7) Recruit a team. We can apply each of these seven steps to the library world:

- *Identify pertinent precedents.* What kinds of deals have you done with this vendor in the past? Is this a renegotiation for a particular database or ejournal package, or a new relationship? What about other vendors that serve this same market or offer similar products? What information can you discover about deals with institutions similar to yours or consortia you might join? This step might involve emailing fellow librarians at similar institutions, checking listserv archives, or just old-fashioned web searching for deal details.
- *Identify alternatives.* This step can involve identifying alternative products, but in the case of content available only from a single vendor, it may also include coming up with your Best Alternative to a Negotiated Agreement (BATNA), which we will discuss in more depth in the next few chapters. For a quick example, imagine that a librarian is looking to acquire a new, highly specialized database that a few vocal faculty members want for their research. Before sitting down to negotiate for this database, the librarian would want to project costs for setting up individual user pay-per-search or pay-per-article accounts for the faculty interested in using this database. While this setup would not be ideal, any deal to acquire this database for all users should be better than

the alternative of a small number of individual user accounts.

- *Clarify interests.* It may seem obvious, but you need to know what it is that you hope to achieve through this negotiation. It is important to put your interests “down on paper” (or a digital equivalent) as clearly as possible. During the heat of negotiation, it can be easy to become distracted by the task of defending your position, but doing so may not always serve your interests. When negotiating a license for digital content, remember that a license is written by an attorney, and it is his or her responsibility to use the license to control the risk incurred by the vendor. It is your responsibility to control the risk incurred by your library or parent institution. Clarifying your interests ahead of time allows for a more fruitful and dispassionate negotiation. Moreover, if in the heat of the moment you lock yourself into a particular position, you may not be able to see when your interests are being met. It may be that your interests could be met, just not in the way that you had considered.
- *Identify deadlines.* Anyone who has received an email from a vendor at the end of the year that offers an excellent deal if you just sign the contract by December 31 knows that deadlines can be a powerful force in negotiation. Technology has made these kinds of last-minute bargains even more popular because email, PDFs, and click-through licenses have made it that much easier to turn a decision into a contract. Sadly, such deadlines can sometimes force either party into agreeing to poor deals. Be sure that any deadlines are real and unmovable before allowing them to dictate too heavily in any negotiation. These sorts of vendor deadlines can seem arbitrary but are often driven by a need to meet quarterly or yearly sales quotas. It is always important for

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the librarian to ask, "Why such a price difference between June 30 and July 1?"

- *Define strengths and weaknesses.* Librarians sometimes see themselves as having more weaknesses than strengths, particularly when dealing with large publishers or funding agencies, or when negotiating for exclusive content. The key is not to overestimate the strengths of those with whom you are competing for budget dollars. Libraries are a huge market for many vendors, and that factor should not be underestimated. Libraries represent an essential service to the communities they serve. Take the time to write out your strengths and weaknesses. If you are business-minded, feel free to do a SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis of the situation, but at the very least, identify what leverage you have in the deal. Also, identify which forms of communication play to your strengths. A sales representative may know that his or her strength lies in in-person or phone negotiations and may try to steer negotiations to these formats, but if that's not your comfort zone, use email for those conversations. Asynchronous communication such as email gives you the opportunity to craft your responses and clarify your concerns, and unlike the phone and in-person deals, email provides a record of what has been discussed and decided.
- *Identify your ultimate goal (best possible outcome).* When you clarify your interests, you know what you hope to get out of the negotiation. When you identify your best possible outcome, you know what it would look like to have those interests fulfilled. This is not to say that this outcome is the only acceptable outcome, but it is a yardstick to assist you in measuring how close you are coming to satisfying your interests. This is also a way to identify the difference between a good deal and a great

deal. When the negotiations are going well and needs are being met, don't be afraid to ask for it all.

- *Recruit a team.* While negotiating on your own can have its advantages, having a team can allow you to take advantage of the expertise within your organization, as well as provide opportunities to practice your negotiation skills prior to meeting with the other party. Technology makes a team a feasible option. The ubiquity of tools such as Skype for video conferencing has made it possible to pull a team together for a meeting regardless of physical location. For example, when negotiating a big deal with a large publisher in a university setting, you might have a team that includes legal counsel, contract administrators from the purchasing office, experienced teaching faculty and researchers, and upper-level library administrators.

The Digital Download on Negotiation Basics

Many popular mass-market negotiation guides were written long before tools such as email and videoconferencing became so ubiquitous and easy. Most of these books envision boardrooms rather than chat rooms, so some of their advice seems rather old school and not very relevant to the fast-paced cycle from request for proposal to closing. But as with many things in life, knowing a little old-school theory to go with your new-school tools can be just the right mix for success.

Take for example the process of researching your opponent's product and comparing it with other competing products. There was a time when the bulk of this research would have required calling multiple vendors and requesting price and product information, which would have probably been

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supplied either over the phone (without accompanying documentation) or via fax or snail mail. The digital age has brought some of this information online, freely on vendor websites or slightly mediated through requests-for-quote forms. Negotiators can check forums, blogs, and listserv archives and communicate with large communities of other librarians to determine and to compare competing products and deals. In the end, everyone can come to a negotiation with more information, a situation that all negotiation experts recommend.

The ability to share and edit official contract and license documentation in an online environment has also greatly enhanced the speed with which a negotiation can be completed. Face-to-face meetings and messy, marked-up, faxed contracts are no longer the status quo. While email communications can seem immediate, thus adding to the speed with which a negotiation can take place, it is important to note that email, at its heart, is a form of asynchronous communication. Just imagine taking the last phone conversation you had with a vendor and, instead of having the discussion immediately, leaving each statement made as a series of "phone tag" voice-mail messages. It would be infuriating, but email can function like phone tag in a negotiation. One question gets answered and another is raised until you have a monstrous email thread covering days. Although technology accelerates modern life, it has its own way of slowing things down, as well. It is important to know when technology is an obstacle. Ultimately, while technology has significantly changed the way two parties negotiate in practice, it has not changed the underlying give-and-take of the process. The key is to make the technology work to your advantage.

Trust the Orange

Another recurrent theme in many of the most popular negotiation titles is the need for good negotiators to be open to creative solutions. Sometimes this just means discarding the idea that if my opponent is winning, I must be losing. This perception can be tough to shake, so authors often use stories or games to illustrate the power of creative solutions. One of these stories is the Parable of the Orange. The story goes that two people are negotiating for an orange that they both want. After much haggling, they finally agree to share the orange, with each getting half. The first person takes half of the orange, throws away the fruit, and keeps the rind to garnish some cocktails. The second person takes the other half, squeezes the juice into a glass, and throws the rind away. Both parties still wish they had gotten the whole orange instead of just half. The moral of the story is that if the two parties had focused on communicating their interest in the orange (the rind versus the juice) instead of focusing solely on their own position (“Give me that orange!”), both would have been able to get all that they wanted rather than settling for half.²

Although it is sometimes presented a bit differently, the parable teaches us to always look for instances of mutual gain. Roger Fisher and William Ury, authors of the seminal book on negotiation, *Getting to Yes*, see inventing “options for mutual gain” as key to any negotiation and have defined a four-step process for identifying mutual gain opportunities. The first step is to avoid “premature judgment” of the ideas being offered.³ This is where brainstorming comes into play. Typical brainstorming sessions can involve a fair amount of evaluation of the ideas being offered, so the key to looking for mutual gain involves setting some ground rules, such as welcoming all ideas. Rare is the librarian who has not encountered the “negative Nelly” colleague—the person in any committee meeting or brainstorming session who is highly critical and seems ready to sabotage any new idea. Shapiro and Jankowski, authors of *The Power of Nice*, remind readers that remaining open

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to ideas and trying to have fun are key elements of any creative endeavor, including brainstorming sessions.

The ideal environment for brainstorming is one in which all participants feel free to suggest ideas without concern for how plausible they might be; that is, without wondering whether the other party would agree to them. In other words, ban the phrase "They will never agree to that." If you think a simple ban may be ignored, set up an electronic suggestion box, a Word document in a networked location, or maybe an online survey where interested parties can contribute ideas without fear of having them shot down. As any blog reader will tell you, people will type things they would never say aloud, but this tendency can work to your advantage when brainstorming. Since participants are not being asked to critique the ideas but merely to come up with them, there is greater likelihood that a creative solution may emerge from the brainstorming process.

What kind of a creative solution merits further attention? The second step in Fisher and Ury's process is identifying those brainstorming ideas that expand available options instead of forcing a particular solution. This broadening of options, or "increasing the pie," is where creative thinking becomes really important. For example, if your users have come to you with the desire for new services or longer hours, it can be tempting to imagine your negotiation ending in either offering new services or not. This binary approach is limiting. Rather than asking "Can we?," the questions should be: "What are our users really asking for? What is the real problem? What are the ways that we could fill this need (including giving the users what they have asked for)?" In fact, in the case of negotiating with your user community or library staff, you might even have an opportunity to brainstorm with your users, or opponents, as it were. The idea of offering an electronic suggestion box to your users might be a little scary at first, but sometimes even the angriest anonymous comment can contain the kernel of a good idea. In these situations, staff and users can benefit from understanding the librarian's or administration's side of the issue, and

they can also feel encouraged and satisfied by their involvement in the solutions that result from the process.

This leads to Fisher and Ury's third step in the process—the search for mutual gain. Let's say, for example, your users want to send chat and text message reference questions in addition to asking questions at the physical reference desk and over the phone. This proposition can seem like a zero-sum game. Either the librarians have to provide a new service in addition to their reference desk duty or users have to make do with the existing services provided. However, ultimately both librarians and users want the same thing—excellent point-of-need service that is convenient for users regardless of what technology is used. This leaves the door open to an opportunity for mutual gain.

One possible solution is to take the librarians off the reference desk and have a paraprofessional staff the desk instead who make referrals to librarians when necessary. This releases the reference librarians from staffing the desk while at the same time leaving them available to answer any chat or text message questions, as well as referrals from the reference desk. Library administrators may need to tinker with this solution and evaluate statistics to determine times that demand more than one librarian, but in the best-case scenario, the users get the services they desire, and the librarians shift their workload without necessarily increasing it. This is one example of how shared interests can lead to solutions that benefit both parties. In fact, this solution may lead to additional improvements in the triage of reference services, with paraprofessionals answering routine chat and text message questions and librarians focusing on difficult queries. In this case, instead of ending, the negotiation gets set aside as new information and ideas become available. Technology can be both the problem and the solution, which is not an uncommon circumstance for many librarians.

The fourth step in Fisher and Ury's process is to “make their decision easy.” This is where understanding the other side's point of view comes in handy. Present your solution in terms that not only make sense to the other party but also appeal to that party's

sense of fairness and legitimacy. This part of the process involves selling to a certain extent, but the idea is simple: Show your offer in the best possible light so that your opponent will have fewer reasons to turn it down.⁴

Ask Questions

To show possible solutions in the best light, you have to know what the other side is all about. The easiest way to learn more about those on the other side of the table is to ask them pertinent questions, but the answers are not always as forthcoming as one would like. That's why, in the hierarchy of important negotiation skills, the ability to ask good questions (and really listen to the answers) is second only to preparation. Jim Camp, author of *Start With No*, sees asking questions as paramount to developing as a negotiator. Camp recommends sticking to interrogative-led questions.⁵ These kinds of questions tend to be open-ended and leave lots of room for your opposite numbers to disclose information about their situation and their goals. This is where listening skills come in. Shapiro and Jankowski agree with Camp and offer their own technique for probing, called WHAT.⁶ This is where librarians' reference interview skills come in very handy. Look at the other side as your patron and ask the same kinds of useful and clarifying questions that you would use to get to the bottom of research needs. Sure, your opponent may be reluctant, but so are many patrons.

The "W" in the WHAT technique stands for *what*, *what else*, *which*, and *why*—in short, all those good words that reporters use to dig into a topic. When the other side takes a position, don't make a counteroffer or disagree with that assessment of the situation. Simply ask why a certain aspect of the offer is warranted or appropriate, or what else might be included in a deal to make it more attractive. For example, if a vendor quotes a price you find absolutely ridiculous for a new database, use the quote as an opportunity to ask how the price was calculated, considering the less expensive resources available. If a content provider offers a

less-than-transparent pricing and access model, be sure to ask how the company arrived at that model. For example, an ebook vendor offers unlimited simultaneous users for each ebook purchased by the library. However, for each ebook, the library can only “loan” the item a total of 325 times in a 12-month period. A loan is a 24-hour period and is incurred after a user interacts with the ebook for more than 10 minutes. If the user interacts for 11 minutes and then exits the ebook, the period is still considered one of the 325 loans. How did the vendor arrive at the 10-minute limit? Was it based on user research? Was it a best guess? Is it negotiable?

The “H” stands for *hypothesize* and encourages the reader to offer hypotheticals that provide a chance to probe in a nonthreatening, noncommittal way. When asked to make budget cuts to an already skintight bottom line, use the opportunity to suggest a series of hypothetical budget and service adjustments in order to test the waters and see which options might be the best-received by staff and administrators. Using a spreadsheet can make it easy to compare various scenarios, as well as make it clear up front that you are not committing to any of the scenarios.⁷

The “A” stands for *answers* and reminds us that “the best answers are questions. They lead to more answers.”⁸ For example, if a vendor asks what cost increase is acceptable for a product, instead of answering, ask what the standard cost increase is for peer institutions.

The “T” stands for *Tell Me More*. Be sure to take the time to listen to answers you have been provided and see where you are still lacking info. In those areas, ask “Tell Me More About...”⁹ This probing technique may prove particularly useful if the other side seems reluctant to share information or engage in much discussion, as sometimes happens with public library boards and university administrations. Developing a low-pressure, high-question style can lead to more information than you might normally collect. The best way to collect all this new information is to listen—really listen—and, if you find it difficult not to respond, focus on your note taking. As Camp explains, “note taking removes us from our world and keeps us in our adversary’s world. The simple act of

picking up the pen or pencil moves us in that direction. As we take notes, our concentration is automatically focused on what is being said.”¹⁰ Not only is it a great way to focus on the speaker, it also keeps you busy and alert.

Camp also recommends asking questions multiple times or asking the other side to restate a position.¹¹ The goal is not to speak too quickly after your opponent has spoken. Be comfortable with silence; your opponent might not be and may seize the opportunity to tell you more about the situation. Not only can the silence allow you a moment to clarify your thoughts, but it can also lead to further disclosures. The last and possibly most useful aspect of asking good questions is that you will be so busy asking, listening, and taking notes that you will disclose only the information you desire to disclose and won't give away too much about your own situation.

Here, too, technology has enhanced our ability to ask questions and listen closely to the answers. In email negotiations, parties can carefully craft both questions and answers and use Sent Mail folders as a second set of ears and hands to keep good notes. Other tools for sharing, commenting, and tracking changes in programs such as Adobe Acrobat and Microsoft Word allow us to take and share notes on the documents themselves.

What's the Alternative?

It is easy to sit in negotiations and think, “This deal has to work! We don't have an alternative.” However, this is usually not the case. It is extremely important for a negotiator to recognize that every negotiation has options. Look for what the best possible alternative would be to making a deal. This is the BATNA, and it acts as an alarm bell, warning a negotiator that it might be time to walk away from a negotiation. A BATNA is used in lieu of a bottom line, which can often be too rigid and uninformed by what is learned during a negotiation. For example, if your bottom line is the maximum amount of money you can pay for something, it might force you to

walk away from a deal that will save you money in the long run but doesn't meet your bottom line. Instead of saying "This is as low or as high as we can go," figure out the best thing you could do if this deal falls through.¹²

For example, you are in negotiations with a publisher to receive a collection of science e-journals. You know how much you can afford for these titles, and you know the standard license terms your library asks of all vendors and publishers; however, this particular publisher is known for restrictive license terms and high list prices that are well above your suggested price. Before going into negotiations, you may want to determine that your BATNA would be the costs associated with setting up a pay-per-view document delivery service with the publisher or a third-party service. Document delivery would allow users to have access to the titles, but it likely won't be as simple as the click-to-full-text option offered in a site license with the publisher. Fisher and Ury see developing a BATNA as key to going into negotiations confidently. They suggest that a negotiator's power increases in direct proportion to the negotiator's comfort with not reaching an agreement.¹³ The better your BATNA, the easier it will be to tell the difference between a good deal and a bad one.

Make an Offer

Many negotiation books differ sharply on when to make an offer. Most agree that you should never make the first offer, although one wonders how negotiations ever move forward if no one makes the first move. More important than not making the first offer is not accepting the first offer! All too often, librarians are quoted a price and begin their internal discussions based on that price without ever questioning the rationale for it or discussing ways to make the deal more palatable (much less proposing an alternative price). Shapiro and Jankowski remind us that "Much is lost for want of asking."¹⁴ As in the brainstorming process, don't be overly critical of your counteroffer. Consider it a jumping-off point without making

it insulting. If a publisher bases the price for a discipline-specific collection of resources on the entire full-time equivalent (FTE) of your constituency, ask whether the price can be based on the relevant FTE subset instead. For those paralyzed by fear of insulting their opponents or appearing naïve, remember that you can use technology to your advantage. Sending an email explaining your institution's tight budget and asking whether 10 percent, 15 percent, or maybe 20 percent could be knocked off the list price saves you from actually having to say the words and gives the opponents an opportunity to "play the good guy." The worst they can say is no.

One thing that can poison the offer-counteroffer process is the appearance of neediness or, in other words, the appearance that you will take any deal offered as long as you get the product. Camp recommends going into negotiations with a blank slate: no expectations, no assumptions.¹⁵ While this approach may seem a little unrealistic for most of us, it's best to go in without the baggage of past deals or of desperation. Neediness is frowned upon because it can kill leverage. *Leverage* is one of those words that scare people away from negotiations, but Richard Shell, author of *Bargaining for Advantage*, clarifies this concept beautifully. He argues that leverage is inversely proportional to how much one has to lose. In other words, if you don't have much to lose, you can leverage like Archimedes.¹⁶

Librarians often see themselves as leverage losers in many situations dealing with outside entities (vendors, publishers), but this point of view ignores an important point: Unless a publisher has a large consumer market for a product, libraries represent the publisher's biggest and most desirable customer. Once librarians take into account the increasing number of resources available on the open web, we can see the leverage scales shifting in our favor. In other situations where librarians feel they lack any significant amount of leverage, such as in negotiation with funding agencies, the situation itself could breed leverage. For example, in times of tight budgets, library directors and deans usually have more access to administrators and budget makers. This access can be an opportunity to make deals for future projects or allocations once

budgets rebound. Sacrifices made now can lead to windfalls later, and in organizations where it can be hard to get a seat at the table, the ear of the administration can be an advantage all its own. Remember that recognizing and gaining leverage is only one aspect of negotiation and a constantly changing one.

Know Thyself

Much is made of personal style when it comes to the literature on negotiation. This is often where librarians tend to feel at a disadvantage, believing that they don't possess the natural skills of a negotiator. Many authorities on negotiation use a scale of conflict-management styles to classify negotiators—Avoiders, Compromisers, Accommodators, Competitors, and Problem-Solvers. A multitude of assessment tools exist (e.g., Thomas Kilmann Conflict Mode Instrument, or TKI; Kraybill Conflict Style Inventory, or KCSI; Myers-Briggs Type Indicator, or MBTI) to help you determine where you fall on this scale, but regardless of where you fall, Shell recommends not fighting it: If you are by nature accommodating, don't try to become a shark, and vice versa. Instead, make peace with the image in the mirror and work toward "using the style you have more effectively."¹⁷ Successful negotiators come in all shapes and sizes.

For example, let's say your natural style tends to be heavy on avoidance of conflict, making negotiation your worst nightmare. Although you feel changes to your library's food and drink policy are warranted, you aren't sure how to start the negotiations with your colleagues. You can avoid actual confrontation by focusing on the facts and collecting as much persuasive data as possible; data that will not only bolster your position but also counter some of the arguments you expect your colleagues to make. When it comes time to sit down, look at the situation as less of a negotiation and more the report of a fact-finding mission. Present your findings and let your colleagues come to the logical conclusion that you desired. Negotiation won, without even throwing a punch.

When it comes to negotiation styles, a team approach can also come in handy. Inviting colleagues with different negotiating styles to join the team allows different members to step forward when a particular style is needed. It also means that the team will need to discuss which approach is warranted and when, a discussion that may require more preparation and practice before heading to the table. Camp takes a slightly different tack, believing that it is your opponent's sense of well-being more than your personal style that will determine how well a negotiation proceeds. Suppose your opponents feel that things are going well and that they are in control of the situation. This can work to your advantage, so you need to do what you can to keep them that way. Camp calls this "the Columbo effect" and suggests that "the wise negotiator knows that only one person in a negotiation can feel okay. ... By letting your adversary be a little more okay, you start to bring down barriers."¹⁸ A caveat is warranted here. Being a little like Columbo, or, in other words, giving your opponent the impression that you are less prepared than you really are, can seem a little disingenuous and could leave the other party feeling tricked, or worse, like an enemy, which does not achieve the good working relationship that will lead to future successful negotiations. In other words, don't break out your trench coat and cigar just yet.

Regardless of its effectiveness as a strategy, the Columbo approach can teach us something important about the kind of questions and careful listening that most experienced negotiators recommend. Asking questions can give your opponents the impression that you don't have as much information as they do, while at the same time helping you to see the situation as they see it. This approach can also take advantage of some of the natural feelings that an inexperienced negotiator might feel. As Rob Walker points out in his article on negotiation tips, "One of the things that makes us feel weak as negotiators—and it's those of us who feel weak that are likely to go looking for advice—is the sense that the other side has more information than we do."¹⁹ If you feel that way, you can use it to your advantage by honing your questioning skills.

You can also use the Columbo effect without feeling fake or unethical when negotiating with a new employer. Both before accepting an offer and after beginning your tenure with a new organization, you may have many opportunities to question policies and practices, claiming legitimate ignorance of the organization. Your colleagues shouldn't feel threatened by the inquiry, and you may be able to ascertain the origins of and reasoning behind a policy you may be interested in changing.

Win–Win or Don't Lose

The term *win–win* has become part of our popular culture, and therefore it is easy to go into negotiations thinking that this type of solution should be your ultimate goal. You might be surprised to know that not all negotiators think win–win is such a great idea—at least not as a sole guiding principle. Sadly, the idea of achieving a win–win deal runs counter to most negotiations. Fisher and Ury observe that “no talk of ‘win–win’ strategies can conceal that fact: you want the rent to be lower; the landlord wants it to be higher. ... Such differences cannot be swept under the rug.”²⁰ Other experts firmly believe that win–win isn't even a desirable goal. Camp argues that focusing on a win–win solution breeds mediocrity—prizing any deal more than the best possible deal. To Camp's way of thinking, looking for the win–win is a step on the wrong foot. “Negotiating under the banner of win–win, you'll have no way of knowing if you've made good and necessary decisions leading up to the compromise.”²¹

Shapiro and Jankowski hedge a bit on the win–win concept by recognizing that “in reality, we're out to achieve all (or most) of our goals, to make a desirable deal. But the best way to do so is to let the other side achieve some of their goals, to make their acceptable deal. That's WIN–win: big win for your side, little win for theirs.”²² Shell spends less time criticizing the win–win approach and more identifying what kind of traps can lead a win–winner down the wrong path. Shell warns of consistency traps, in which

your opponent seeks to get you to agree with a series of statements (“You want your users to have access to the most journals possible, right? You want to save money on ejournal subscriptions, right?”). Then the logic trap snaps, and suddenly you feel as if you have to say exactly what they want you to say (“Currently, you are spending \$10,000 with us for 10 ejournals, but for just \$5,000 more we will give you access to 30 more ejournals. That’s quite a deal, isn’t it?”). Suddenly, you are signing a contract and you aren’t entirely sure just what it is you purchased and whether you got your money’s worth, because you got caught in a trap.

As Shell puts it, “You are logically committed to say ‘yes.’ You have to invent some new reason or excuse to say ‘no.’”²³ The fact that you got caught in their logic trap doesn’t make this deal inherently bad. You may find those ejournals to be very appropriate and valuable for your collection. The problem is that the trap attempts to obligate you before you have had a chance to investigate all aspects of the deal. There are always questions to ask. Are the extra 300 journals anything you would normally purchase? Do they support programs that you have? Are there any restrictions on the use of these 30 journals that would cause the original 10 to lose value for your users? Is there anything in place to keep them from jacking up the price next year? The year after that? Before you can say yes to this deal, take advantage of available time to ask pertinent questions and hear the answers that can determine whether the deal is in line with your interests and goals. Those 30 new ejournals could include the *European Journal of Fish Eyeball Dissection, Part A, Part B, Part C*, and so forth.

The biggest pitfall of the win-win approach is that it can, at times, prize relationships over getting a good deal. Sacrificing your interests in order to be liked by your opponent is almost never a good idea. Yes, relationships are important, but there is no benefit to a relationship if you are getting taken to the cleaners again and again. One relationship trap to avoid is a reciprocity trap. Shell describes this as “people who make small concessions and then ask for much bigger ones in return.”²⁴ (“We’ve got the air-conditioning in the reference room fixed so it’s no longer 87 degrees in there. In

return, we think it would be only fair for the reference librarians to staff the reference desk until 1 AM instead of closing at 10 PM. OK?") Similarly, beware of those who reveal a little information of their own and then ask you to disclose some information too, but then get offended that you won't spill everything you know. Good relationships are important and should not be underestimated, but they are not your only goal.

Tricks Are for Kids

Like just about any other skill, becoming a good negotiator takes time and practice. The advice provided by the experts cited in this chapter is designed to put you in the negotiator mindset and alert you to your own strengths and weaknesses. No matter how much any of these authors tout their abilities to turn you into a top-notch negotiator, they all admit that there are no magic tricks to negotiating. In fact, the two most consistent pieces of advice they provide (other than to read their books) is to be confident in your skills and practice at every opportunity. Practice may not make you perfect, but it will let you go to sleep at night knowing that you did all you could to get the best possible deal. Most readers who open a book on negotiation would like to finish the book transformed, but instead of a transformation of yourself, a more realistic goal might be a transformation of your perspective. Ignorance breeds fear, and, let's face it, library schools are not noted for teaching negotiation. So take the time to get up-to-date on what the experts say about negotiation. It can be just the thing to make negotiation anxiety a thing of the past.

Endnotes

1. Ronald Shapiro and Mark A. Jankowski, *The Power of Nice: How to Negotiate So Everyone Wins—Especially You!* (New York: Wiley, 1998), 104–105.

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2. Rob Walker, "Take It or Leave It: The *Only* Guide to Negotiating You Will Ever Need," *Inc.* 25, no. 8 (August 2003): 77.
3. Roger Fisher and William Ury, *Getting to Yes: Negotiating Agreements Without Giving In*, 2nd ed. (New York: Penguin Books, 1991), 76, 100.
4. *Ibid.*, 11, 57.
5. Jim Camp, *Start With No: The Negotiating Tools That the Pros Don't Want You to Know* (New York: Crown Business, 2002), 104.
6. Shapiro and Jankowski, 126–127.
7. *Ibid.*, 128.
8. *Ibid.*, 129.
9. *Ibid.*, 131.
10. Camp, 151.
11. *Ibid.*, 124.
12. Fisher and Ury, 101.
13. *Ibid.*, 102.
14. Shapiro and Jankowski, 161.
15. Camp, 142.
16. G. Richard Shell, *Bargaining for Advantage: Negotiation Strategies for Reasonable People* (New York: Viking Penguin, 1999), 104–105.
17. *Ibid.*, 9.
18. Camp, 37.
19. Walker, 77.
20. Fisher and Ury, 81.
21. Camp, 9.
22. Shapiro and Jankowski, 5.
23. Shell, 46.
24. *Ibid.*, 73.