

December 2017

Being Earnest With Collections-Getting to Yes: Employing the Harvard Negotiation Project's Method of Principled Negotiation

Michael A. Arthur

University of Alabama Libraries, maarthur@ua.edu

Claire Dygert

CDygert Solutions, cdygert@cdygertsolutions.com

Follow this and additional works at: <https://docs.lib.purdue.edu/atg>

 Part of the [Library and Information Science Commons](#)

Recommended Citation

Arthur, Michael A. and Dygert, Claire (2017) "Being Earnest With Collections-Getting to Yes: Employing the Harvard Negotiation Project's Method of Principled Negotiation," *Against the Grain*: Vol. 29: Iss. 6, Article 33.

DOI: <https://doi.org/10.7771/2380-176X.7897>

This document has been made available through Purdue e-Pubs, a service of the Purdue University Libraries. Please contact epubs@purdue.edu for additional information.

Being Earnest with Collections — Getting to Yes: Employing the Harvard Negotiation Project's Method of Principled Negotiation

by **Claire Dygert** (President, CDygert Solutions) <cdygert@cdygersolutions.com>

Column Editor: **Michael A. Arthur** (Associate Professor, Head, Resource Acquisition & Discovery, The University of Alabama Libraries, Box 870266, Tuscaloosa, AL 35487; Phone: 205-348-1493; Fax: 205-348-6358) <maarthur@ua.edu>

Column Editor's Note: *In this issue of **Being Earnest with Collections**, I am pleased to be featuring a dear friend and former colleague. I have known **Claire Dygert** for over ten years and was fortunate to work with her in Florida and to benefit from her expertise in working with vendors to control price increases and provide more content. In this article, **Claire** provides clear guidelines and best practices for librarians to follow when negotiating with vendors. Those librarians interested in being "earnest with collections" should read this short article and then try to implement a few of the best practices. Putting some of **Claire's** ideas into practice may save the library money and help librarians to avoid tenuous relationships with vendors. — MA*

Over the years I have given my "Building Your Licensing and Negotiation Skills Toolkit" workshop to many audiences. What I am always struck by is how anxious the prospect of negotiating with vendors and publishers makes many librarians. For years there has been an "us against them" mentality in the library world that sets the relationship between library and vendor in an adversarial mode as the default. The **International Coalition of Library Consortia (ICOLC)** has long used the "Battlefield" as a metaphor for the library/vendor

relationship — an image that I fear too many people have embraced over the years. While I think this is changing as **ICOLC's** leadership changes, battle scars from that approach surely remain in the form of mistrust and a reluctance to be transparent and forthcoming from both sides of the field.

I became interested in honing my negotiation skills early in my career, but it was not until I took a job with a library consortium that had statewide contract negotiation as one of my primary responsibilities that I started to read more widely in negotiation strategies. The methodology laid out in the book *Getting to Yes: Negotiating Agreement Without Giving In* has most informed the approach I take to negotiations today. Written by **Roger Fisher** and **William Ury** of the **Harvard Negotiation Project**, their method is one of principled negotiation, or negotiation on the merits, rather than positional bargaining. Positional bargaining is the most common form of negotiation, where, much like on a battlefield, each side takes a position (e.g., I will only pay X amount) and then changes that position as

the negotiation continues. This often becomes a contest of wills, with the risk of endangering ongoing relationships, as egos are identified with a position and one either "wins" or "loses."

This is not to say that employing principled bargaining methods with vendors will result in discussions void of conflict, for a very fundamental conflict is at the heart of these discussions: the need of the vendor and the sales person to maintain a sustainable, successful business and income, and the need of the library to maximize the purchasing power of its budget to provide as much content, from multiple vendors, to their users. Accepting this as a given is the first step in becoming a good negotiator. Mastering the ability to navigate through this conflict in a calm, professional manner is the goal. The fundamentals of the

Harvard Negotiation Project's methodology give one the tools to do so.

There are four basic tenants to principled bargaining:

- Separate the people from the problem or issue
- Insist on using objective criteria
- Focus on interests, not positions
- Create options for mutual gain

Separating the People from the Problem or Issue

Several years ago, I was discussing a particular publisher with a librarian — let's call him Bob — who works at a large independent university library. He was in the midst of negotiating a contract and it wasn't going well. He was enraged at the sales representative that he had been dealing with, and blamed them for being intransigent. "Claire," he said to me, "I don't know how you can deal with all of these vendors! I get so angry I can't sleep at night!" I asked him to explain what the problem was. The vendor had proposed an annual price increase that he found unacceptable, and he kept telling them so. But it turned out he hadn't articulated why the price increase was unacceptable, or proposed and justified an alternative. What he did do was dig in and repeat his position, which made the person who rejected it appear as the adversary.

continued on page 68



Biz of Acq
from page 66

Conclusion

Although our new formula is markedly simpler than our previous one, it still takes quite a lot of time to gather all the statistics necessary for running it. We feel that the labor costs are worth it, as it is an evidence-based method of distributing funds, and that is exactly what we need right now in this burgeoning climate of accountability with its emphasis on proof of return on investment. Just like our old formula, we won't run it from scratch every year, but rather every other or every third year to cut back on the amount of time spent gathering statistics for it. We feel that a library our size is pretty much the largest we would recommend using this formula due to the time necessary to gather all the statistics. Smaller libraries

that are looking for evidenced based methods of allocating firm order monies might do well with this formula.

References

- Aguilar, W.** (1986). Application of Relative Use and Interlibrary Demand in Collection Development. *Collection Management*, 8(1), 15-24.
- Bonn, G.** (1974). Evaluation of the Collection. *Library Trends*, 22(3), 265-304.
- Canepi, K.** (2007). Fund Allocation Formula Analysis: Determining Elements for Best Practices in Libraries. *Library Collections, Acquisitions, & Technical Services*, 31(1), 12-24.
- Catalano, A., Caniano, W.** (2013). Book Allocations in a University Library: An Evaluation of Multiple Formulas. *Collection Management*, 38(3), 192-212. 🐾

Being Earnest with Collections from page 67

Clearly, he was taking things personally, and I could see at least part of the reason that things were going awry. He was arguing the issue from his position, not from any of the merits of his case. He had failed to separate the person from the problem. Employing the other three tenants of principled bargaining would have helped him to do so.

Insist on Using Objective Criteria

For me, one of the most important phases of the negotiation process is information gathering, and the one that Bob neglected to do. This phase could have provided Bob with objective criteria for making his case that the proposed increase was unacceptable. For example, he could have cited the fact that the library's budget had been flat for the past three years, thereby significantly reducing the library's buying power, while the annual increase from the vendor had been 5% each year. In addition, the price for the product in question was based, in part, on the university's FTE, which had been declining in recent years. The product had also recently lost some content which was important to his user community. Bob could have also gathered some data on the vendor. For example, what was the vendor's profit margin over the past few years, and how did that contrast with the growth (or lack thereof) of his library's budget?

Let's consider how things might have gone differently for Bob if he had started out using objective criteria in his negotiation efforts. After receiving the initial pricing proposal, Bob could have responded with a written counter-proposal that detailed the facts about the decline of the library's buying power; the decline in FTE enrollment and its implication for the product pricing; and the loss of relevant content from the product itself. His counter-proposal would clearly state what the library felt was a reasonable alternative to the proposed increase based upon the facts. Bob's document would now serve as something of a neutralizing agent, moving the argument from the personal to an objective list of facts. Bob would now be negotiating his case on the merits.

Focus on Interests, not Positions

As noted earlier in this article, conflict is inherent in the relationship between the library and the library vendor. But, as Fisher and Ury point out, such conflicts are not between the position of each party, but the interests of those parties. Interests are the motivation behind the positions we take.

A friend of mine — let's call her Sue — is an Associate Dean at a large research university library whose responsibilities include technology and digital services. To manage a piece of their digital services functionality, the library licenses some software from a small company whose owner had developed the application. When it came time to renew the license agreement, however, the software company insisted on a clause that would allow them to pull out of the contract with only 30 days' notice. Now, this piece of software was critical to overall operations, and losing that tool with such short

notice would be disastrous to digital service operations. Yet the company was adamant that the clause be retained, and the staff member negotiating the agreement equally adamant that the clause was unacceptable.

By the time my friend got involved, each side had staked out their position so thoroughly that the situation seemed hopeless. Feelings were high, and the software vendor seemed unwilling to budge. This does not make sense, Sue thought. No library would accept a contract termination clause that would have such dire consequences if enacted. Rather than continue to argue their case, she sat down with the vendor and asked them to explain what concerns led them to insist upon the inclusion of this clause. It turns out that a staff member at the library had made an evaluative comment on the software in question on a public discussion list. Despite it not being ill-intentioned, it had been taken extremely personally by the company's owner. The vendor had worked closely with library staff throughout the development of the tool, and saw their relationship as a partnership. They had felt blindsided by the public criticism. Quite simply, they were hurt and angry, and adding the termination clause felt like protection against further offence.

Once the interests behind the position of the software company were uncovered, meaningful negotiations quickly proceeded. The staff member explained that he hadn't meant his comment to be pejorative, but in future would discuss concerns about functionality with the vendor before making public commentary. He also reiterated the importance of the application to their workflow. The vendor was able to see that their best interests were in setting aside the personal to continue what had been a very productive business relationship with the library. The termination clause was removed, and the license signed.

Create Options for Mutual Gain

Some years ago, I was working for a state library consortium that provided services to both the public universities and community colleges. I was negotiating an e-journal contract with a major publisher on behalf of the universities. As with any sole source vendor, the library is somewhat at a disadvantage, so I was following the **Harvard Negotiation Project's** advice and looking to create options for mutual gain. The organization had a relatively small amount of unexpended e-resource funds which provided an opportunity. What if, I asked the publisher, we were to use those funds to gain access to the content on behalf of the community colleges? The publisher wasn't in the community college market at the time, and it would provide them with a laboratory to learn

what content might be relevant to that market.

In the end we struck the deal, and the outcome was rewarding to all parties concerned. The colleges got access to current content which had been embargoed in the aggregated article databases they had subscriptions to, and usage statistics showed what subject areas they may need to focus more advanced collection development efforts on. The publisher found the deal opened up a new market, and fairly quickly sold some eBook packages to institutions in which they hadn't previously had a sales presence. The data gathered from usage of their journal content also led them to develop new subject-specific collections targeted for the college market.

Finding options for mutual gain is not always easy. But sometimes just posing the question — "How can we find a way to both benefit from the deal?" — leads to thinking outside of the proverbial box. Don't be afraid to bring a creative spirit to your negotiations.

Putting it all Together

The techniques of principled bargaining are rarely used in isolation of one another, but weaved together to create an intentional, thoughtful approach to negotiation. Good communication skills are, to some degree, inherent in them, but one needs to be mindful to be practicing these as well, and I always spend time on this in my Negotiation workshops. The importance of active listening can't be underestimated. And like my friend Sue with the software vendor, it is important to probe for information, especially in cases where something just doesn't seem right, and it is difficult to understand why someone would be taking a particular position. As part of building their communication skills, negotiators should learn to be comfortable with silences — one of the more challenging things to learn. And it is always a good idea — and quite acceptable — to take a break if tempers get flared.

Finally, the most important thing in becoming a good negotiator is that personal integrity is of the utmost importance. Never lie or promise something you can't deliver. Almost equally important in developing your negotiation skills is the willingness to evaluate your experiences to understand what worked and what didn't. I advise people to ask themselves how they felt emotionally as well. If you were angry, why? Were you reverting to positional bargaining? This can be a key learning moment. Remember — no one was born an expert negotiator and you are going to make mistakes along the way. Embrace the mistakes and use them to learn and grow your negotiation skill set. 🌱

Rumors from page 64

Speaking of which, from February 9-11 booksellers, and scholars will converge at the **51st California International Antiquarian Book Fair**. The **Book Fair** also celebrates the

200th Anniversary of the publication of **Mary Shelley's *Frankenstein*** with a special exhibit spotlighting holdings from the Academy of Motion Picture Arts & Sciences, Occidental College Library's Ned Guymon Mystery and Detective Fiction Collection, University of California Riverside Library's Eaton Collection

continued on page 70