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NEGOTIATING THE DEAL

When does a negotiation begin?

As is the case when we meet a new person in any context, professional or social, we are assessing each other's strengths and weaknesses. It is a simple animal calculation where we are trying to determine whether our new contact is a potential friend or a potential enemy. When you are meeting a potential new client for the first time, the thoughts are less adversarial. Essentially, you are weighing each other up to determine power, capability and professionalism.

■ **Power -** Who needs whom the most? What are our relative positions viz-a-viz someone who needs to buy and someone who needs to sell? Can they influence others in their organisation to get the job done effectively and efficiently?

you are weighing

each other up to determine power, capability and professionalism

■ Capability - Does this person know what they want? Are they the decision maker? Do they understand the challenge? Do they have experience of having done something like this before? Can they adapt to work effectively in a range of environments?



Professionalism - Are they responsive? Do they listen to advice? Are they capable of changing your views? Can you learn from them? Will they honour their commitments? Do they cope well under pressure? Do they exercise good judgment? Do they set a good example for others?

These early indicators are essential for both parties in the negotiating relationship in order to establish trust and respect before they get to the position of discussing a deal and negotiating the price.

Good practice in negotiations

Preparation

'Perfect preparation prevents particularly poor performance', or so the mantra goes. Being clear in your own mind about what you need, in what priority order and what you are prepared to trade in order to get it is key to preparing for a successful negotiation. There will be bumps in the road of a negotiation, and you should be working to resolve these points of disagreement. Understanding the situation and challenges faced by the other party will leave a good impression as an empathetic business partner. Finally, identifying potential barriers and preparing options to overcome them will aid a smooth and professional negotiation.

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Non-adversarial

The person with whom you are negotiating is representing an organisational position and not their own. Contrary to what you may believe as a result of their conduct, it is very unlikely that they are deliberately trying to frustrate you and your efforts to conclude a negotiation. It is easy to focus on the person and their behaviour in a negotiation. Instead, you should consider the position that they are representing (ie focus on the problem, not the person). If a negotiation is progressing badly, it's time to reflect on whether you are listening effectively to the client and offering them options that meet their needs.

Patience and stamina

We all come to a negotiation with different levels of understanding, from different perspectives and with different priorities. Taking time to appreciate these views requires patience, especially when you think the client is stalling or believe that they will never commit to move forward. The client may need time to fully reconcile your proposal and if the purchase is likely to be of a high value, it will represent a risk. Before such a decision is made, the client may need to consult widely within their organisation and this process may take some time. This is not to say that your proposal is not important to the client – it may just be the case that it is not urgent.



Creativity and flexibility

If solutions were easy to come by, we wouldn't need to negotiate. Moving beyond your standard offering to a more tailored product leaves a strong impression with the client that you are an adaptable partner. During the course of a negotiation, new ideas will emerge as you listen to the client and open your mind. Try to avoid going into a negotiation with pre-conceived views and limited options. Flexibility typical occurs in relation to:

- **Delivery** with a small part of the organisation or over a wider front
- Resources dedicated or shared; working with additional partners
- **Timescales** intensive delivery over a short period of time; phased into smaller projects; delivered gradually over a long period of time
- Payment cash or non-cash; up-front or phased payments

Firm but fair

Making your first offer sound like your last by confidently making a proposal and then being quiet tells the client that there is little or no room for manoeuvre. Whilst in fact you may be willing to move and have prepared alternative offers, maintaining a confident image will not tip a client off if you are uncertain about the value of your offering. Referring to your Features and Benefits Analysis will bolster your confidence here. This is the single most stressful part of the negotiation, because you are asserting the value of your offering to the client. Nervously trying to explain what else you are prepared to give the client only communicates that you don't believe it is worth what you are proposing. A seasoned negotiator will sit



quietly and let you ramble on, trying to talk your way into a sale where what you are actually doing is talking down your own price. Tell the client confidently what deal you are prepared to offer, and then be quiet. The client will indicate their interest, or not. In the event that they are not interested you are quite entitled to ask why. Or you can try asking the question "What else is important?" which will tease out any remaining objections without bartering down your price. After all, the price might not necessarily be the issue.

Work as partners

You are working together towards a win-win resolution. One party perceiving that they have 'lost' will not bode well for the future relationship as resentments may fester and no opportunity will be lost to pick fault with the project or delay payment, making the 'winning' party's life difficult. If there has been a misunderstanding, it is both parties' responsibility to ensure that an open and honest relationship is built, so efforts will be needed to right a perceived wrong.

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LISTEN!

The old sales cliché goes "You have two ears and one mouth. Aim to use them in that proportion." The client will tell you what they need and what they are prepared to give in return, though occasionally there may be an element of positioning in that. They may not be interested in hearing your sales patter or details of your research in great detail. Their priority is to solve a pressing problem, and



they believe you might be the key to realising that goal. Do not let your need for self-promotion get in the way. It is very easy to talk yourself out of a sale by not seeming interested in the client's specific issue, or not being responsive to changing needs. To demonstrate you are listening to a client in order to improve how well you are paying attention (and building rapport with the client at the same time):

- Observe their body language. Does it contradict or support what they are saying? How do they respond to what you are saying? What are they agreeing or disagreeing with?
- Make notes. These will give some good insights and connections later on. Don't try to remember everything. You are only diverting energy away from thinking about an acceptable solution.
- Ask questions to clarify a point or deal with an apparent contradiction. This will also clarify any misunderstandings or information with which you are unfamiliar.
- Hear the passion in their voice. How badly do they need a solution and what would it mean to them? This will help you to understand the urgency to buy and the benefits they are anticipating. All the time you are weighing up how much they might be prepared to pay.

it is very easy to talk yourself out of a sale



Phase 1 - Prepare: what do we want?

This is time to do your homework. Don't expect to 'busk' a negotiation, arriving unprepared and relying on your ability to think on your feet to get you through. The client will know that you have not prepared, or they will think that you are inexperienced and are overly confident, and this will get the relationship off to a bad start. Showing that you have prepared demonstrates that you care about the client and their situation. Lack of preparation shows contempt. In the early days, as with public speaking, you will rely on extensive and thorough notes. In time, you will be familiar with your preparation, whilst taking care to ensure that it is up to date and relevant, and will continue to fine tune your approach. Your starting point should be to determine what you want from the negotiation. Be as specific as possible, as during the heat of the negotiation you may forget the finer detail of your preparations as you come to terms with dealing with a new client, in unfamiliar surroundings, as they seek help to develop a unique solution to their problem. You do not need to adhere rigidly to your preparation. You are free to manoeuvre as you see fit during the negotiation as long as you know the parameters within which you are operating.

Key initial questions for the Preparation phase include:

- Why do we want to work with them? Why not their competitors or someone in a similar industry?What unique attraction do they hold for us? Could it be:
 - They have money to spend
 - They have a clear and present need, meaning that they shouldn't be too hard to convince



- Theirs is an impressive name to quote that will build your reputation within the industry, amongst your colleagues and within your Community of Practice
- They could have a wide range of future opportunities for similar work
- This work could lead to a teaching case study or a research paper
- They are nice to deal with
- They are local
- They are global
- I admire their work or like their products
- Why would they want to work with us? Do we have a track record that can be relied upon? How did they find us (as this will help us to determine how to improve the promotion of our activities)? Have they previously been partners with our institution in other types of activity? Answering this question helps us to understand what reputation-building activity has taken place to get the relationship to the point of finalising a deal. We may need to call upon this in the event that the negotiation encounters difficulties.

lack of preparation shows contempt



- What are the competition (ours and theirs) doing? You can choose to follow or differentiate yourself from the competition. Awareness of their actions will give you alternatives to consider and discount if necessary. Either way, they are doing what they do for a reason. Have we misread the situation or do we have greater insight?
- What's happening in their market? Is the market shrinking or growing? Is the focus of activity moving to different market segments or geographical locations? What current challenges need to be addressed and what is happening within their market (ie with their current and potential customers) which might present a challenge which, successfully addressed, could give our client an advantage over their competitors? This depth of under standing reinforces the partnership nature of your relationship as your vision and understanding of the market as a whole, through your research work and other commercial activity, could help to advise the client of future strategic opportunities.

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Pricing

How we price the product will be determined by a range of factors:



Our objectives

- Survival we may only want to cover our costs to ensure that we can remain solvent and not put financial pressure on other parts of the institution.
- Sales growth this can be achieved by a large promotional budget and low prices.
- Profit maximisation can we link our price to the value derived by the client?
- Positioning we may choose a higher or lower price positioning than our closest competitors. This assumes that the market is price sensitive and there is little or no differentiation between competing produces.

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- **Production costs** these will include how your management accountants treat expenses such as:
 - Time
 - Personnel (capability and capacity)
 - Venues, facilities, equipment
 - Operating expenses such as transport, telephone, consumables



- Contingency for bad debts (customers not paying their bill)
- Infrastructure and overheads
- Management and administration
- **Competitor pricing** are they operating on a similar cost base and product range to you, or is there room for specialisation?
- **Elasticity of demand** if you drop the price, will the demand increase in proportion and vice versa?

Once we have a clear understanding of the above factors, we can select our pricing policy from:

- Skimming achieves profit maximisation and can be achieved where there is little or no competition
- Marginal (aka break-even) pricing is a risky game.
 Make sure you get your numbers right
- Penetration (aka loss leader) pricing is designed to break into a market against tough and established competition. It is hard to sustain beyond the short term as it is difficult to put prices up at a later point without a corresponding improvement in the product offering, which will, of course, cost money to achieve

it is difficult

to put prices up at a later point



Consequences of bad pricing

- Too high a price will discourage more price-sensitive buyers and put a strain on your cost base (no 'contribution' to overheads)
- Too low a price will lead to excess demand that will overheat your finances (inadequate cash flow)
- Your brand image can be damaged
- There is no right or wrong price. Experiment and respond to the signals you get.

there are other benefits that can help the institution

to achieve its goals

Non-cash benefits

Whilst cash is the preferred method of payment in any commercial work, there are other benefits that can help the institution to achieve its goals. These should not be considered as an absolute replacement for cash as they cannot be used to fulfil the main requirement for paying staff and suppliers. They could, however, be used to augment a deal where basic cost recovery (direct costs detailed under Full Economic Costing) has been achieved.

■ **Reputation -** warm introductions to other potential clients via networks, organisational links, endorsements and case studies for promotional materials benefit the institution by reducing the cost and time spent promoting ourselves to buyers.



- Placements experience-based learning for students is becoming an important part of vocational qualifications as employers seek staff with industry-relevant skills, ready to make an instant impact in their organisations. Staff can also benefit from updating their industry knowledge or gaining experience of new industries, either through shadowing industry professionals or by exchanging with them so that industry professionals can gain experience of Higher Education. This two-way exchange of knowledge builds relationships, improves knowledge and enhances teaching, research and knowledge exchange activities. This activity may occur as a less formal mentoring arrangement.
- Facilities and equipment are expensive and may not be fully utilised. A sharing arrangement can cut purchase and operational cost for all concerned, allowing cash to go towards more fruitful activities. For certain Research Council and European Union funded projects, matched funding could generate larger amounts of cash to spend on the project.
- Data and longitudinal research opportunities are meat and drink to the knowledge creation process in universities. Clients may have a wealth of technical data that can aid the research process. Future research projects can be planned through a mutually-beneficial commercial relationship. The institution gets help in data gathering and hypothesis testing, and the client may gain a new or improved product, both at a fraction of the cost than if they had funded the initiative independently.
- Live projects and case studies that are industry-based are valuable teaching tools, giving real experience of solving current and relevant problems using techniques taught during courses.



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What bargaining tools do we have?

Not all deals are the same. They differ a great deal based on resources, need and urgency. This is good news as it presents a selection of bargaining tools. At this point we will ignore price as a bargaining tool (to be returned to in Ideal, Realistic and Fallback positions below) since, with your Features and Benefits analysis done, you will have a good idea of the potential value of your product to the client. The challenge remains to secure an appropriate deal. The most widely used bargaining tools are quality (the standard to which the work is done) and volume (how much work the client needs to be done). This can be negotiated using a 'salami pricing' approach (see Figure 36) where we return to the fictional scenario of Lulworth Instruments (Figure 32), assessing where we can slice the 'salami' of a holistic deal for the company in order to meet their budgetary restrictions. In this scenario, we have proposed a price of £25,000 for a package of consultancy, research, training, facilities and equipment access for the client. As any good buyer will, the client tries to bring down our price to what they see as a more acceptable level, say £20,000. We have three options:

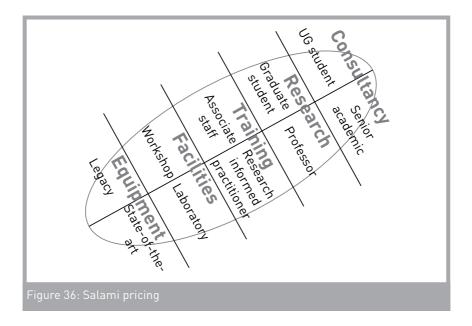
■ **Option 1: give in.** This is not a good start for the relationship. The client will not respect you for making such a concession without resistance, and all future negotiations will start with them assuming that a minimum 20 per cent discount is available. This transparently poor negotiating technique will lead to mistrust and second-quessing.



- Option 2: insist on £25,000. "No" simply is not a good response to a client request. It is an instant rapport-breaker. It makes you seem uncreative and lacking in flexibility. These are bad omens when embarking on a new commercial relationship.
- **Option 3: be flexible.** Assuming that each 'slice' is of equal value, we can meet the client's objectives if they are prepared to forfeit a proportion of the project. The 'salami' of this deal can be sliced in two directions; we can drop a part of the project (ie one 'slice') or we can cut the salami down the middle, still offering all parts of the project but at a slightly reduced quality.

"No" simply is not a good response to a client request





This approach gives the client options, other than simply getting you to work at break-even or less. Realistically, the client may choose to drop a 'slice' or phase the work over multiple budget periods. Nevertheless, you have made your position clear: you do not need to work for free because your solutions have value to the client.

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Other bargaining tools include:

- Availability. Your 'cost' might be lower outside term time than it would be to replace you in the weeks leading up to formative or summative assessment, or when a major research project is due for completion.
- Payment terms. Standard payment terms are 30 days from the date of invoice. You may be able to offer a discount for payment in advance as it helps the institution's cash flow and reduces the project's risk. For larger projects, you could offer phased (ie monthly or quarterly) payments. This way, the client pays only for what they have received and it smoothes their cash flow. Offering to defer payment in full until the end of the project is unadvisable, as it exposes the institution to a high degree of risk, and costs for working capital can be significant. It also motivates an unscrupulous client to take the benefit of the project whilst picking fault in order to delay payment of a large sum.

generating a range of possible options will bring

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Ideal, realistic and fallback positions

In complex negotiations, generating a range of possible options will bring a wide range of benefits to both you and your client. Whilst it is possible to generate ideal, realistic and fallback positions on price, this is only recommended in line with the 'salami pricing'



model (Figure 36). Positions should be generated based on a range of solutions in addition to bargaining tools as follows:

- **Ideal settlement.** This is your opening position, which will be at a premium to you.
- Realistic settlement. This is attainable considering the aims of the other party, the balance of power and past experience. It is likely to represent 'market rate'
- Fallback settlement. This is the minimum acceptable settlement and you should consider walking away if there is no chance of achieving this. You should never negotiate without knowing this

by considering the likely

causes of resistance to the proposed

change, you can generate a wide range of options

As an example, imagine that your institution is proposing to transfer twenty-five members of its staff from a city centre location, where it has operated for the last twenty years, to a new, purpose-built site on an industrial estate eleven miles away. The Director of Personnel has asked you to put together a pre-negotiation report on how the institution should plan the negotiation, bearing in mind that the move must be made at the minimum cost and with the minimum disruption. By considering the likely causes of resistance to the proposed change, you can generate a wide range of options.



Mindful of the likely costs and benefits to the organisation, your prepared positions might look like this (Figure 37):

Position	Option	Comments	
Ideal	Transition visits	Early engagement in change activities will minimise resistance as understanding develops.	
	Flexi-time	This may work well for staff with other commitment or restrictions on when they can travel. Working to a shift-based system (say 0600-1400 and 1400-2200) will increase customer coverage beyond a standard model of 0900-1700.	
	Involvement in design	Staff may generate ideas for more effective work. This will improve efficiency and will lead to more satisfied staff as they take ownership for how their work is done.	
	Free parking	This may represent a cost in overheads but should still work out cheaper than city centre parking.	
Realistic	Cafeteria	These will cost as overheads, but could lead to staff voluntarily working longer hours.	
	Crèche		
	Re-organisation	A move might be a good opportunity for a re-organisation. Involve employees to identify better ways of working. Might involve re-deploying some staff so costs can be reduced.	
	Home working	For those who find it too difficult to move, this arrangement will retain key staff whilst reducing overheads.	
	Social events for split teams	Social contact is important to retain cohesion in teams working across multiple locations. A small budget could reap great benefits.	
Fallback	Rationalisation	With heavy resistance to change, you may need to accept that the move cannot go forward as planned without a significant rethink about the reason for moving the team.	
	Travel subsidy/pay rise	This acts as compensation for additional travel costs and inconvenience, but needs to be fairly and consistently applied (ie should you make additional payments to staff who will save from moving to a location closer to their home?)	
Figure 37: Ideal, realistic and fallback positions: worked example			



this may take up to 80 per cent of the total time

Phase 2 - Discuss: what do they want?

This phase is the most intensive of the negotiation and, provided you have done your preparation, should leave you in a good position to conclude the negotiation comfortably. Here, the parties get together to share their wants. In the context of the formal negotiation process, this may take up to 80 per cent of the total time. Start by trying to gain a greater understanding of what the client needs, and how badly they need it. We do this because since we have prioritised what we need from the negotiation, we must assume that the client has prepared in the same way. The client will be reluctant to tell you their priorities, although you could ask and some clients may tell. In the event that the client will not formally disclose how badly they need something, perhaps fearful of the impact this information might have on your pricing expectations, there are a few tell-tales that will help you to understand:

- Pay attention, as it may be the very first thing that they mention
- Repeating themselves, in-depth discussion and lots of questions about a specific element emphasises an important need

So that you can be sure that the client has fully disclosed all of their needs, use the question "What else is important?" This may tease out any overlooked or emergent needs. It is then your turn to tell the client what you need. This may not even be necessary as



the client will understand that you are there to sell them training, research or consultancy. If the conversation is broad based, say for the first negotiation for Lulworth Instruments (Figures 32 and 33), you could frame the discussion to say that you want to discuss a pilot training programme for their design engineers. Remember to disclose what you want, but not how badly you want it. If the client senses you are desperate for a sale, they will exploit this by insisting on concessions and additional services. That said, clarity is essential as vagueness wastes time, making you seem ponderous and unprepared. Since this is the research phase, do not rush into making proposals.

Phase 3 - Propose: what could we trade?

This is where you start to feel out the ground for an appropriate deal. Armed with your Features and Benefits Analysis (Figures 18, 19 and 20), which has been fine-tuned from the information gained from the client, you can make your initial offer. Since pricing is more of an art than a science, this offer will be based on past experience, market knowledge and an understanding of your cost and revenue objectives. You should avoid going too high or too low. Looking and sounding confident, you should make your first proposal sound like your last (ie don't qualify – use silence). If the client makes a proposal that is unacceptable, again use silence; indicate why this offer is not acceptable and gently insist on a counter proposal. The remaining negotiation is about closing the gap towards a final agreement.

pricing is more of an art than a science

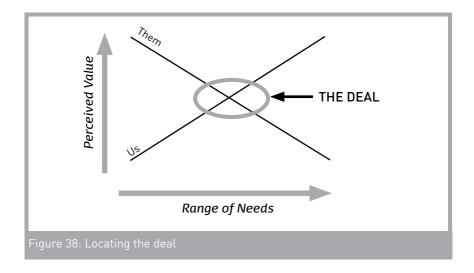


Valuation

The key barrier to a successful resolution can be the question of price. Value, in terms of an improvement of one's circumstances, should be generated for both sides from the negotiation. Otherwise, what is the sense of you doing business together? Value is subjective and price is just an objective tool for measuring this value. Each party will value an asset based on whether they have too much of it or too little of it. For example, if you were to start the new academic year with a shortage of teaching staff, this could cause you some real problems in delivering your module commitments and will distract you from other pressing issues until it is sorted out. And so you nurture and pursue teaching talent, to bring them in to ease your burden - possibly at greater expense. On the other hand, a surplus of teaching staff may see you happy to transfer them, with their agreement, to other departments or for other duties as you need to free-up budget to invest in different areas. Thus their relative value in this context declines. And so it is with negotiation, as we try to trade something we value little (and which might be highly valuable to the other party) for something that we desire highly (which may be of very little value to the other party). Figure 38 shows where the 'deal' occurs.

value is subjective





Phase 4 - Bargain: what will we trade?

Now it is time to finalise the terms of the agreement. There may well be last minute requests for changes or concessions from the client. In such an event, resist the urge to concede in favour of a quick resolution. This may be a ploy from an experienced negotiator who senses your inexperience, eagerness and desperation to conclude. A negotiation should never be rushed and should take as long as it needs to, so that a win-win deal is achieved. If this takes days and weeks, then so be it. There are two reasons for this. Firstly, because you are committing to a deal by which you will be judged in the fullness of time, get this wrong and you will be harshly judged and it will be your own fault. Secondly, if a client can succeed with cheap tricks, then you have allowed them to set a precedent for

'never give - always trade'



future negotiations that will come back to haunt you. In such an event, you should remember 'never give – always trade'. If a last-minute request is a genuine error on the client's part, then it is safe to assume that attaining it has a significant benefit for them. Even if the concession is minor and of very little cost or inconvenience to you, an effort should be made to gain something in return. This leverage principle should not be overlooked. You can respond by framing the deal thus: "If you . . . then I . . ."

In the fog of a complex negotiation, it is possible to be hasty and uncertain about the facts. To simplify the process, it is wise to trade only one thing at a time. This way both you and the client can be sure that a fair exchange has taken place and each party can record the parts of the deal when they come to sign off the contract, as you have written down the agreement and it has been agreed by the other party.

Finally, you need to be clear on the terms and scope of the offer. You may choose to state a validity period for the offer – for example 30 days – or duration of the programme. So that the client can understand the scope of the offer, you can specify what is in scope (eg certain personnel or parts of the client's organisation) and what is out of scope (typically this refers to additional services and expenses). Clarifying what is out of scope is helpful where a client might reasonably assume that such costs are included. This does not make you seem miserly –, on the contrary, your professionalism is reinforced as the client can see exactly what they are – or are not – getting for their money. This will prevent disagreement later on.

trade only one thing at a time



Handling price objections

Price is relative to benefits. In this case, every effort should first be made to make the client aware of the likely benefits available to them. Once this is done, they will conduct their own evaluation based on experience. A simple approach here is to reduce the price to its lowest common denominator, for example a price per person involved in the training. This will enable the client to see the cost as an investment instead of an expense. Otherwise, review your bargaining tools.

price is relative

Dirty tricks

Inexperienced or malicious negotiators may try to achieve their goals using dirty tricks. These could include:

■ Deliberate deception

- Dubious facts when in doubt, ask for evidence.
- Ambiguous authority do they have the authority they are implying?
- Unclear intentions to honour the agreement look for safety checks.



Psychological warfare

- Stressful surroundings noisy rooms, bright lights, telephone interruptions.
- Personal attacks being kept waiting, remarks about dress/accent/status.
- Good guy/bad guy routine.

"I'd be a lot happier if"

• Threats - never answer threats; dismiss them as unhelpful to the situation

Positional Pressure Tactics

- Demands made and refusal to negotiate is this a ploy or a final position?
- Extreme demands the aim here is to lower your expectations.
- Take it or leave it during the negotiation is this a bargaining tactic?

When you realise that the other side is attempting to use dirty tricks during a negotiation, bring it up in a non-aggressive way:

•	"I may be mistaken but it seems to me that you're"

"If I understand you correctly, what you are saying is"



use silence and good eye

contact after an unreasonable proposal

Use silence and good eye contact after an unreasonable proposal, personal attack or dubious statement. It is a very powerful weapon, often forcing the other party to speak first, saying more than originally intended.

Recognising buying signals

A client may show themselves ready to finalise the deal by exhibiting the following behaviour:

- Sound of pleasant surprise in their voice
- Asking questions about a specific benefit
- Expressing the urgent need for a purchase soon
- "That's interesting/useful/sounds like a good idea"
- Enquiring about methods of payment
- An encouraging reaction to price
- Enquiring about special offers

"what else is important?"



You are then free to try to 'close' the deal.

Closing the deal

You should attempt to close the deal when it is clear that:

- You have covered all points and are beginning to cover old ground
- You have run out of things to talk about
- You feel the client is stalling and may be not telling you something that is important

A 'close' will get one of two responses: either "OK!" or "I'm not ready to move forward yet". In the event of the hesitation, you can ask "What else is important?" Coupled with a 'close,' this question will help to tease out any final objections so that the deal can go forward. It is rare for a client to back out at this stage as they have invested so much time and effort in the negotiation process. But they may need time to reflect on the offer and win internal support for the purchase. Here is a selection of the various closes you could use:

- Assumptive. "I will send you an order form to sign and return."
- Alternative. "Would you like to begin this week or next?"
- Minor Question. "I'll send you a quotation/contract. Let me just check I have the correct address details . . . "
- Puppy Dog. "To work with your company would mean a great deal to our institution. I'm sure we can help each other."