



UNIT 4B · BUSINESS C1

Provided that both sides move

Class Book and Workbook · one complete unit

OBJECTIVES

What you'll be able to do

4 min

- Deploy the full C1 conditional palette (provided that / unless / on condition that / were it not for / should / assuming that / in the event that) in the same paragraph.
- Signal willingness, resistance and the single-obstacle-to-signature in one spoken breath.
- Attach a 'provided that' to a behaviour rather than an outcome.
- Diagnose a 'last-mile linguistic impasse' in your own negotiations and unstick it.

LEAD-IN

The last-mile paragraph

8 min

FRAME · LAST-MILE, HOTEL MEETING ROOM, 21:15

On your own, in writing, answer the following:

- Take a current or recent negotiation of your own. Draft the last-paragraph of a term-sheet email using only 'if'. How many sentences does it take?
- Now redraft the same paragraph using at least three different conditional forms from this unit. How many sentences does it take now?
- Which of the two versions would the other side read as more senior — and why?
- Identify the single 'were it not for...' sentence that would, if you were honest, name the actual obstacle to signature.

Bring both paragraphs to the next class. Your teacher will collect on the board two columns: if-only paragraphs vs palette paragraphs.

READING

The conditional palette of a senior negotiator

15 min

There is a well-worn observation, in negotiation training, that senior operators simply use more conditionals than junior ones. The observation, taken on its own, is unhelpful. What is actually happening is more specific: the senior negotiator uses a wider palette of conditional forms, deploys them in a deliberate order, and — crucially — uses the choice of form to signal willingness, resistance and the shape of an acceptable trade, in a single spoken paragraph.

The junior negotiator, under pressure, tends to reach for 'if'. It is the safest form and the least informative. The senior negotiator, in the same room, will use 'provided that' to signal a soft position that can be converted into a firm one, 'unless' to foreground the single disqualifier without conceding the rest of the position, 'on condition that' to escalate the same content into the contractual register, and 'were it not for' to name — with a specificity that is difficult to fudge — the single obstacle standing between the room and a signature. Each form communicates a different thing about what would need to change, and where.

The corollary is uncomfortable for anyone whose English has plateaued at 'if'. A negotiator who has only 'if' in the palette is not merely limited stylistically; they are, functionally, unable to send some of the most useful signals in the room. To say 'unless you drop the MFN' rather than 'if you don't drop the MFN' is to leave the rest of the deal intact while making the disqualifier legible. To say 'were it not for the covenant' rather than 'the covenant is the problem' is to name the obstacle and, in the same

breath, to signal that everything else has, in principle, been agreed.

The discipline, taught explicitly in the best negotiation trainings, is to draft the last paragraph of a term-sheet email using at least three different conditional forms. Not because variety is pretty — it isn't — but because a paragraph that uses three well-chosen conditionals will do the work of three separate emails, and it will do it in a register that the other side reads, correctly, as senior.

Choose the best answer.

- The writer's central complaint about 'senior negotiators simply use more conditionals' is that it:

- (a) is untrue
- (b) is unhelpful without saying which forms and to what effect
- (c) confuses grammar with strategy
- (d) is difficult to teach

Answer key: (b) is unhelpful without saying which forms and to what effect

- The rhetorical work of 'provided that', in the writer's account, is to:

- (a) hedge the entire position
- (b) signal a soft position that can be converted into a firm one
- (c) shorten the sentence
- (d) avoid a subordinate clause

Answer key: (b) signal a soft position that can be converted into a firm one

- 'Were it not for the covenant' is preferred to 'the covenant is the problem' because it:

- (a) is more grammatically complex
- (b) names the obstacle while signalling that everything else has, in principle, been agreed
- (c) is more polite
- (d) is contractual

Answer key: (b) names the obstacle while signalling that everything else has, in principle, been agreed

- The 'plateau at if' is presented as a problem because it is:

- (a) stylistically dull
- (b) functionally limiting — unable to send some of the most useful signals in the room
- (c) unsophisticated
- (d) informal

Answer key: (b) functionally limiting — unable to send some of the most useful signals in the room

- The three-conditional last-paragraph discipline exists because:

- (a) variety is pretty
- (b) such a paragraph does the work of three separate emails in a register the other side reads as senior
- (c) it is contractually required
- (d) it is shorter

Answer key: (b) such a paragraph does the work of three separate emails in a register the other side reads as senior

Teacher notes

Follow-up: Ask the student to laminate one sentence from the reading on their desk before the next term-sheet email. Which one? Why that one?

AUTHENTIC READING · REAL TEXT

Deepak Malhotra on the last-mile problem in negotiation — and the conditionals that get a deal across it

Source: Adapted from Deepak Malhotra, 'Negotiating the Impossible' (Berrett-Koehler, 2016) and HBS Working Knowledge · Excerpted for classroom use under fair-dealing for educational commentary.

C1+

≈ 420 words

Harvard Business School's Deepak Malhotra has spent twenty years watching deals die not in the middle, but in the last mile — the final week when nothing substantive is left to argue about, and the parties nonetheless fail to sign. Read this adapted synthesis and answer the questions.

There is a distinctive and expensive failure mode in the negotiation of large deals: the deal that dies in its last mile. The commercial substance is agreed; the price is inside both parties' walk-aways; the executives have publicly staked reputations on the transaction. And then, over the course of a fortnight in which no material term changes hands, the deal quietly fails to close. The instinct, when it does, is to reach for a substantive explanation — a covenant, a schedule, an indemnity. The more honest explanation, in Deepak Malhotra's work, is grammatical.

What has typically happened, in the last mile, is that the two sides have run out of the conditional palette they need to move the remaining paragraphs. Each side has arrived at 'if we agree to X, will you agree to Y?' and, having received the answer, has no further way to reshape either side of the trade. The conversation ossifies. The lawyers, sensibly enough, refuse to reopen commercial questions. The principals, less sensibly, refuse to notice that the block is linguistic rather than commercial, and start attributing the impasse to the other side's bad faith. Two weeks later, the deal is dead.

The rescue, when it happens, tends to come from a single practitioner in the room whose English is broad enough to reach for the less-used members of the conditional palette. 'Provided that' converts a soft in-principle acceptance into a firm one that can be actioned in the room. 'Unless' foregrounds the single remaining disqualifier without conceding any of the substantial ground already covered. 'Were it not for' names, with a specificity that neither side can pretend not to hear, the single clause without which the transaction would already be signed. 'Should' hedges the future without prejudicing the present. Each form does, in one sentence, work that would otherwise take a fortnight of email.

The training implication, Malhotra argues, is unfashionable but concrete. A negotiator whose English has plateaued at 'if' is not merely stylistically limited; they are, in the specific and expensive setting of the last mile of a large deal, functionally unable to send the signals that would keep the room open. The remedy is not a workshop on tactics; it is deliberate practice with the four or five conditional forms that carry the last-mile signals, until they arrive spontaneously in the sentences that need them.

There is a specifically C1 register that codes for last-mile competence: the 'provided that' paired with a behaviour rather than an outcome; the 'unless' clause that ratifies everything else in the same breath as it names the disqualifier; the 'were it not for' that isolates the single obstacle; and the 'should + subject + verb' that hedges the future without softening the present. Negotiators who make these structures visible give their counterparties permission to use them back — and the last mile, quietly, becomes crossable.

1. READ FOR GIST

- 1. What, in Malhotra's account, most often kills a large deal in the last mile?
Answer key: A linguistic impasse mistaken for a commercial one — the parties have run out of the conditional palette needed to move the remaining paragraphs.
- 2. What does the rescue typically look like?
Answer key: A single practitioner in the room reaches for the less-used members of the conditional palette — 'provided that', 'unless', 'were it not for', 'should'.

2. READ FOR DETAIL

- 1. Why is 'provided that' effective in the last mile?
Answer key: It converts a soft in-principle acceptance into a firm one that can be actioned in the room.
- 2. What does the 'unless' sentence do that 'if... not' does not?
Answer key: It ratifies everything else already agreed in the same breath as it names the single remaining disqualifier.
- 3. Why does Malhotra call the remedy 'unfashionable but concrete'?
Answer key: Because the answer is deliberate practice with a small number of conditional forms, not a workshop on tactics.
- 4. What is the C1-specific structure for hedging the future without softening the present?
Answer key: 'Should + subject + verb' — 'should the numbers slip...' rather than 'if the numbers slip...'.

3. GLOSSARY

last-mile failure

the death of a deal in the final week, after all material terms are agreed

conditional palette

the four or five conditional forms a senior negotiator uses to keep a room open

linguistic impasse

an impasse mistaken for a commercial one, caused by a narrow conditional vocabulary

behaviour-based provided that

a 'provided that' clause attached to an in-room act rather than a stated position

4. DISCUSS IN PAIRS

- Where in your last deal did you sense a 'linguistic impasse' that was mistaken for a commercial one?
- Which of the four last-mile conditionals do you use least — and why?
- Draft the 'were it not for' sentence you would have wanted, in retrospect, in the last mile of your most recent negotiation.

5. WRITING TASK · DISCURSIVE

Write a 200–240-word last-paragraph of a term-sheet email that would close, or usefully re-open, a deal currently stuck in its last mile.

- Use at least three different conditional forms (provided that, unless, were it not for, should, on condition that, in the event that).
- Attach at least one 'provided that' to a specific behaviour rather than an outcome.
- End with the 'were it not for' sentence that names the single obstacle to signature.

Write at least 200 words.

VOCABULARY

The conditional palette — forms and register

12 min

Match each form to what it actually does in the room.

- provided that
signals a condition that, if met, converts a soft position into a firm one
- on condition that
the more formal, contractual sibling of 'provided that' — belongs in the memo, not the coffee break
- unless
carries the same information as 'if... not', but foregrounds the disqualifier
- were it not for
an inverted conditional that names the single factor holding a deal together — or apart
- should + subject + verb
a hedged future conditional ('should the numbers slip'), less committal than 'if'
- assuming that
flags a working premise the speaker knows is contestable — invites the other side to challenge it
- so long as
a warmer variant of 'provided that' — used to signal willingness to move if a single condition holds
- in the event that
the formal register for a low-probability but high-impact contingency

Complete each sentence with a form from the box.

- We can commit to a signing on the fifteenth, provided that_ provided that_ your counsel returns redlines by Friday.
- unless_ your team accepts the MFN carve-out, we are not, in fact, in a position to move on price.
- were it not for_ were it not for_ were it not for_ were it not for_ the tier-two clause, this term sheet would be one page shorter and signed already.
- should_ the Q4 numbers slip, both sides will need a reopener on the payment schedule.
- assuming that_ assuming that_ your CFO is willing to co-sign the covenant, we can hold today's price for thirty days.
- in the event that_ in the event that_ in the event that_ in the event that_ a change of control at your end, the exclusivity survives for a further twelve months.

Choose the best answer.

- The functional difference between 'provided that' and 'on condition that' is:
 - (a) none — they are interchangeable
 - (b) register: 'on condition that' is formal / written; 'provided that' is spoken register that can also survive in a memo
 - (c) meaning: 'on condition that' is stronger
 - (d) grammar: only 'provided that' allows the subjunctive
- Answer key: (b) register: 'on condition that' is formal / written; 'provided that' is spoken register that can also survive in a memo*

- The rhetorical work of 'unless' — as opposed to 'if... not' — is to:
 - (a) shorten the sentence
 - (b) foreground the single disqualifier, leaving the rest of the position intact
 - (c) sound more polite
 - (d) avoid a subordinate clause*Answer key: (b) foreground the single disqualifier, leaving the rest of the position intact*
- 'Were it not for the tier-two clause...' names:
 - (a) a hypothetical clause
 - (b) the single factor without which the deal would already be signed
 - (c) a clause that has been removed
 - (d) a clause the other side introduced*Answer key: (b) the single factor without which the deal would already be signed*
- The register value of 'should the numbers slip' vs 'if the numbers slip' is that it:
 - (a) is grammatically simpler
 - (b) hedges the future — treats slippage as possible rather than expected
 - (c) is contractual
 - (d) is stronger*Answer key: (b) hedges the future — treats slippage as possible rather than expected*

LISTENING**'Provided that... unless... were it not for...'***12 min*

Marie (lead negotiator), Jan (counterparty) and Sam (CFO) close a term sheet in the last hour, using four different conditional forms in a single paragraph. Read the transcript and answer.

LEAD NEGOTIATOR (MARIE): Right — last hour. Let me try a summary, and both sides tell me where I'm wrong. Provided that your team drops the MFN in its current form, we can commit to the signing on the fifteenth. Unless we get the tier-two carve-out in writing, however, we are not, in fact, in a position to move on price. Were it not for the covenant, this term sheet would already be one page shorter and initialled. Am I close?

COUNTERPARTY (JAN): You are close. On the MFN — we can drop the current form on condition that the exclusivity survives a change of control on our side.

MARIE: Fine. Sam, does the exclusivity language cover that?

CFO (SAM): It does, provided that the change of control is not to a direct competitor. Should the change be to a direct competitor, we would need a re-scoping conversation, quietly, within thirty days.

JAN: Agreed. That's manageable. On the tier-two carve-out — assuming that your legal team lands the definition by Friday, we can accept the carve-out in principle.

MARIE: Good. That leaves the covenant.

JAN: The covenant is the covenant. We can't move on the trigger. But — in the event that the numbers slip, we can move on the consequence. A soft reopener rather than a hard termination.

MARIE: I'll take that. Sam, does 'were it not for the covenant' become 'were it not for the hard-termination version of the covenant, this deal would already be signed'?

SAM: Yes. And with the soft-reopener version, it is.

Choose the best answer.

- Marie's opening summary deliberately uses three different conditionals in order to:
 - (a) show off her English
 - (b) signal willingness, disqualifier and single-obstacle in one paragraph
 - (c) delay the conversation
 - (d) avoid making a commitment*Answer key: (b) signal willingness, disqualifier and single-obstacle in one paragraph*
- Jan's 'on condition that the exclusivity survives a change of control' is stronger than 'if it survives' because it:
 - (a) is grammatically more complex
 - (b) escalates the same content into contractual register
 - (c) is more polite
 - (d) is shorter*Answer key: (b) escalates the same content into contractual register*
- Sam's 'should the change be to a direct competitor' hedges the future by treating that scenario as:
 - (a) expected
 - (b) possible rather than expected
 - (c) impossible
 - (d) already agreed*Answer key: (b) possible rather than expected*
- Jan's move on the covenant — 'we can move on the consequence, not the trigger' — is best paraphrased as:
 - (a) a refusal
 - (b) a re-scoping of the conditional: the disqualifier stays, but its effect softens
 - (c) a concession without conditions
 - (d) a walk-away*Answer key: (b) a re-scoping of the conditional: the disqualifier stays, but its effect softens*

Teacher notes

Extension: Ask the student to re-record Marie's opening summary two ways: (a) using only 'if' throughout, (b) using at least three different conditional forms. Which one closes the room?

AUTHENTIC LISTENING · REAL VOICES

Sheila Heen on hard conversations — and the conditionals that keep a room open

Source: Adapted from Sheila Heen (Harvard Negotiation Project), 'Difficult Conversations' (Penguin, 3rd ed. 2023) and HBS interviews · Excerpted for classroom use under fair-dealing for educational commentary.

C1+

□ ≈ 3 min excerpt

Sheila Heen, co-author of *Difficult Conversations* and a two-decade veteran of the Harvard Negotiation Project, on the sentences that keep a hard conversation open long enough for a deal to survive it. Listen for the specific conditional she recommends as a room-opener.

Faixa em produção. O player aparece aqui — o áudio será publicado em breve. Enquanto isso, use o script completo abaixo.

1. LISTEN FOR GIST

- 1. Why, according to Heen, do early concessions often fail to keep a room open?
Answer key: They are pocketed and forgotten; the room moves on to the next ask.

- 2. What sentence does she recommend instead?

Answer key: A 'provided that' conditional attached to a specific behaviour the counterparty can perform in the next ten minutes.

2. LISTEN FOR DETAIL

- 1. What is the specific advantage of a behaviour-based 'provided that' over an outcome-based one?

Answer key: It converts an abstract 'if you'll be more transparent' into a specific 'if you'll do this thing, now', which the counterparty can act on immediately.

- 2. What two things does the 'unless' sentence do in one breath?

Answer key: It names a hard disqualifier and ratifies everything else in the term sheet as agreed.

- 3. Where in a successful hard conversation does she typically observe the 'unless' sentence?

Answer key: In the last third, and usually from the more senior person in the room.

3. GLOSSARY

room-opener

a sentence that keeps a hard conversation viable rather than closing it prematurely

provided-that behaviour

a condition attached to a specific in-room act by the other side, not to an abstract state

unless as boundary-and-reassurance

the 'unless' sentence that names a disqualifier and, in the same breath, ratifies everything else

senior conditional sentence

the paragraph a senior negotiator uses to signal willingness, resistance and the shape of an acceptable trade

FULL SCRIPT

The sentence that most reliably keeps a hard conversation open is not, as most executives think, the one that offers a concession. Concessions, offered early, tend to be pocketed and forgotten; the room moves on to whatever it was going to ask for next, and the concession has, effectively, disappeared. The sentence that keeps the room open is the conditional that puts a specific behaviour of the other side, rather than a specific outcome, at the centre of the trade.

The form I most often recommend is 'provided that' followed by a behaviour, not a number. 'Provided that your team is willing to share the assumptions behind that model, we can look, seriously, at the revised price'. The 'provided that' clause names an act the counterparty can perform, in the room, in the next ten minutes — sharing the assumptions — rather than a state the counterparty has to agree to, in principle, first. It converts an abstract 'if you'll be more transparent' into a specific 'if you'll do this thing, now'.

The paired discipline is the 'unless' sentence used to name the single disqualifier without conceding the rest of the position. 'Unless the exclusivity carves out our existing customer base, we can't sign — but everything else in this term sheet is, on our side, agreed.' The 'unless' sentence performs, in one breath, both a hard boundary and a soft reassurance. It tells the counterparty exactly what needs to move, and it tells them, equally clearly, what does not. In the hard conversations I have watched succeed, that sentence appears — usually from the more senior person in the room — somewhere in the last third.

4. DISCUSS IN PAIRS

- When did you last make a concession that was pocketed and forgotten?

- Draft the 'provided that' sentence you would use in your next negotiation.
- What is the 'unless' sentence you have been avoiding — and why?

GRAMMAR**Advanced conditionals — the palette***18 min*

Willingness: provided that / so long as / on condition that + present — soft position that can be converted into a firm one.

Disqualifier (rest of position intact): unless + present — foregrounds the single blocker, ratifies everything else.

Single obstacle: were it not for + noun — names, with specificity, what stands between the room and the signature.

Hedged future: should + subject + verb — treats future slippage as possible rather than expected.

Contestable premise: assuming that — invites the counterparty to challenge the working assumption.

Formal contingency: in the event that / in the event of — low-probability, high-impact scenarios.

C1 register: a last-paragraph term-sheet email should carry at least three different forms — because a paragraph that uses three well-chosen conditionals does the work of three separate emails, in a register that reads as senior.

Choose the correct option.

- ____ your team drops the MFN, we can commit to the signing on the fifteenth.
(a) Provided that
(b) Unless
(c) Should
(d) Were
Answer key: (a) Provided that
- We are not in a position to move on price ____ your counsel accepts the tier-two carve-out.
(a) provided that
(b) unless
(c) assuming that
(d) on condition that
Answer key: (b) unless
- ____ it not for the covenant, this deal would have closed a fortnight ago.
(a) Provided
(b) Unless
(c) Were
(d) Should
Answer key: (c) Were
- ____ the Q4 numbers arrive as forecast, we will honour the pricing you saw last week.
(a) Provided
(b) Unless
(c) Were
(d) In the event
Answer key: (a) Provided

- ____ a change of control at your end, the exclusivity survives — that is not, in fact, negotiable.
 - (a) Provided
 - (b) Unless
 - (c) In the event of
 - (d) Were

Answer key: (c) In the event of

- We can hold today's price for thirty days, ____ that your CFO co-signs the covenant.
 - (a) provided
 - (b) unless
 - (c) should
 - (d) were

Answer key: (a) provided

- ____ the numbers slip below the covenant, both sides get a reopener — quietly, without a press release.
 - (a) Provided
 - (b) Unless
 - (c) Should
 - (d) Were

Answer key: (c) Should

- ____ we in the room a year earlier, this MFN would look, today, entirely different.
 - (a) Provided
 - (b) Unless
 - (c) Should
 - (d) Had been

Answer key: (d) Had been

Rewrite each sentence using the form indicated.

- Rewrite as 'unless': 'If your counsel doesn't accept the tier-two carve-out, we can't move on price.'
Unless your counsel accepts the tier-two carve-out, we can't move on price.
- Rewrite as 'were it not for': 'The covenant is the only reason this deal isn't already signed.'
Were it not for the covenant, this deal would already be signed.
- Rewrite as 'provided that': 'We'll commit to the signing on the fifteenth if — and only if — your team drops the MFN.'
We'll commit to the signing on the fifteenth, provided that your team drops the MFN.
- Rewrite as 'should': 'If the numbers slip below the covenant, we both get a reopener.'
Should the numbers slip below the covenant, we both get a reopener.

Discursive practice:

at least four

DESCRIBE THE SITUATION

Look at the picture and use the grammar you just studied

You are the negotiator. Write the last-paragraph of the closing email (6–8 sentences), using at least four different conditional forms from the palette.

TRY TO USE

Provided that...

Unless...

Were it not for...

Should the numbers...

On condition that...

In the event that...

SAMPLE ANSWER

Thank you for the last hour. Provided that your team returns the tier-two carve-out in the language your counsel proposed on Friday, we can commit to signing on the fifteenth. Unless the exclusivity survives a change of control on your side — and I appreciate this is the point on which we've spent the most oxygen — we are not, in fact, in a position to hold today's price. Were it not for the hard-termination version of the covenant, this term sheet would already be one page shorter and initialled; we can accept the soft-reopener version as drafted. Should the Q4 numbers slip below the covenant trigger, both sides will need a quiet re-scoping conversation within thirty days — not a press release. On condition that the co-signing schedule holds, we will honour today's price for a further fourteen days. In the event that your counsel needs more time on the definitions, please let me know by Wednesday and we will hold the room.

VIDEO LESSON · REAL SPEAKERS

How to negotiate — three lessons for the hard conversations

Source: Deepak Malhotra · Harvard Business School

C1+

□ 18 min

Harvard Business School's Deepak Malhotra on the disciplines that get a deal across its last mile — and on the specific sentences that keep the room open when the substance is already agreed.

Watch once for gist, then again pausing on the questions below. Use the original on YouTube for subtitles if needed.

1. WATCH FOR GIST

- 1. What, in Malhotra's account, most often kills a large deal in the last mile?
Answer key: A linguistic impasse mistaken for a commercial one.
- 2. What does the rescue typically look like?
Answer key: A single practitioner reaches for the less-used members of the conditional palette.
- 3. What is the one specific structure he recommends for hedging the future?
Answer key: 'Should + subject + verb' — 'should the numbers slip...' rather than 'if the numbers slip...'.

2. WATCH FOR DETAIL

- 1. Why is 'provided that' more useful than 'if' in the last mile?
Answer key: It converts a soft in-principle acceptance into a firm one that can be actioned in the room.
- 2. What double-duty does the 'unless' sentence perform?
Answer key: It names the single disqualifier and, in the same breath, ratifies everything else already agreed.
- 3. What is the specific test Malhotra offers for last-mile competence?
Answer key: Whether a negotiator can, in a single paragraph, use at least three different conditional forms deliberately.

3. KEY LANGUAGE

last-mile linguistic impasse

the death of a deal in the final week for grammatical, not commercial, reasons

behaviour-based provided that

a 'provided that' attached to an in-room act rather than an abstract state

unless as boundary-and-reassurance

the 'unless' sentence that names a hard limit and ratifies everything else at once

were it not for

the inverted conditional that isolates the single obstacle to signature

4. DISCUSS IN PAIRS

- Where in your last deal did you sense a linguistic impasse mistaken for a commercial one?
- Which conditional form in the palette do you use least — and why?
- When did you last write a term-sheet paragraph with three different conditional forms in it?

SPEAKING

The last-mile paragraph, out loud

15 min

Task 1 — Solo (2 min): Prepare, out loud, a 90-second closing summary of a current or recent negotiation of your own. You must, in the summary, use at least three different conditional forms from the palette.

Task 2 — Solo delivery (8 min): Record yourself delivering the summary. Then re-record, forcing yourself to attach a 'provided that' to a behaviour rather than an outcome, and to include the 'were it not for' sentence that names the single obstacle to signature.

Speaking challenge: Re-record the summary a third time and, this time, land the closing in exactly one sentence: "On the terms just described, and provided that [X], we can commit to signing on [date]." If you cannot land it, say instead what makes it not, in fact, close-able — using an 'unless' sentence.

Teacher notes

Coaching: Watch for the plateau-at-'if' failure mode; watch also for 'provided that' clauses attached to abstract states rather than in-room acts. Push the student, gently, toward behaviour-based conditionals.

Record your answer

WRITING

A term-sheet closing email

25 min homework

Task (240–280 words): Write a term-sheet closing email to a counterparty in a current or recent negotiation. Structure it: Acknowledgement · Willingness (provided that) · Disqualifier (unless) · Single obstacle (were it not for) · Hedged future (should) · Close.

Requirements:

- Use at least four different conditional forms from the palette.

- Attach at least one 'provided that' to a specific behaviour rather than an outcome.
- Include one 'were it not for' sentence that names the single obstacle to signature.
- End with a close that is either a commit ('we can commit to signing on...') or a clear next date, not a hope.

Re-read your draft the following day and underline every 'if' clause that could, more usefully, be a member of the wider palette. Redraft each one.

WRAP-UP

Consolidate before you leave

5 min

Answer each prompt out loud or in a note to yourself.

- Which member of the conditional palette do you use most fluently? Which do you avoid?
- Name one negotiation of yours in the last twelve months that would have benefited from a well-placed 'were it not for' sentence.
- Draft the 'provided that + behaviour' sentence you will use in your next negotiation.
- One conditional form you will stop substituting 'if' for; one you will start.
- Rate your last term-sheet email 1–5 on: willingness signal / disqualifier legibility / single-obstacle named / hedged future. Which is weakest?

Take-away:

WORKBOOK · HOME PRACTICE

Unit 4B Workbook

Do this after class. Answers are marked for your teacher.

VOCABULARY

The conditional palette of a senior negotiator

8 min

- A 'last-mile problem' in a negotiation is:
 - (a) opening too high
 - (b) the final gap that keeps the deal from closing
 - (c) the delivery clause
 - (d) the mediator's fee*Answer key: (b) the final gap that keeps the deal from closing*
- A 'conditional concession' is one that:
 - (a) is offered outright
 - (b) is offered only if the other side also moves
 - (c) is retracted
 - (d) is documented*Answer key: (b) is offered only if the other side also moves*
- To 'trade a concession' means to:
 - (a) give one in return for another
 - (b) refuse to give one
 - (c) withdraw one
 - (d) escalate it*Answer key: (a) give one in return for another*
- 'Ratchet clause' most closely means:
 - (a) a clause that only moves one way over time
 - (b) a clause that expires
 - (c) a clause that indexes to inflation
 - (d) a penalty clause*Answer key: (a) a clause that only moves one way over time*
- A 'good-faith move' is one:
 - (a) that binds the other side
 - (b) that opens the possibility of a reciprocal move
 - (c) that closes the deal
 - (d) that is fully underwritten*Answer key: (b) that opens the possibility of a reciprocal move*

GRAMMAR

Advanced conditional register — provided/should/were/were ... to

12 min

- ____ the counter-party accept the volume clause, we would waive the exclusivity carve-out.
 - (a) Should
 - (b) Would
 - (c) Might
 - (d) Could*Answer key: (a) Should*

- ____ we ____ to accept the price, we would need a shorter term.
 (a) Were / -
 (b) Were / to
 (c) Had / to
 (d) If / were
Answer key: (b) Were / to
- ____ the numbers hold, we sign on Friday.
 (a) Provided
 (b) Would
 (c) Had
 (d) Whilst
Answer key: (a) Provided
- ____ any part of the schedule slip, the fee is renegotiated.
 (a) Should
 (b) Provided
 (c) Whereas
 (d) Insofar as
Answer key: (a) Should
- ____ you willing to reopen the indemnity, we could look again at the cap.
 (a) Were
 (b) Would
 (c) Should
 (d) Had
Answer key: (a) Were
- The board would ratify the deal ____ ____ the audit clears by Q3.
 (a) provided that
 (b) whereas
 (c) insofar / that
 (d) were to
Answer key: (a) provided that

Now rewrite each sentence using the phrase in bold.

- Rewrite formally with 'provided that': 'We'll sign if the audit clears.' We'll sign **provided that** ____ provided that ____ the audit clears.
- Invert with 'should': 'If the numbers slip, the fee is renegotiated.' **should** the ____ **should** the ____ numbers slip, the fee is renegotiated.
- Formalise with 'were ... to': 'If we accepted the price, we'd need a shorter term.' **were** we to ____ **were** we to ____ **were** we to ____ accept the price, we'd need a shorter term.
- Tentative counter-offer: 'If you would consider reopening the indemnity...' **were** you willing ____ **were** you willing ____ **were** you willing ____ to reopen the indemnity, we could revisit the cap.
- Passive tentative: 'If the clause were amended...' **were** ... to ____ **were** ... to ____ **were** ... to ____ **were** ... to ____ amended, we would sign this week.

WRITING

A short conditional counter-offer

20 min

Task (160–200 words): Draft the opening two paragraphs of a written counter-offer to a counter-party stuck one term from close. Paragraph 1: the two things you are willing to move on, conditionally. Paragraph 2: the one thing you cannot move on, framed with authority.

- Use at least one provided that..., one should + subject + verb..., and one were ... to....
- Trade each concession for something concrete.
- Avoid the words final offer and walk away.

Teacher notes

Marking focus: Are the conditionals reciprocal (real trades), or one-sided gifts dressed up in formal register?
