UNIT 4A · BUSINESS C1

If we had signed then…

Class Book and Workbook · one complete unit

OBJECTIVES

What you'll be able to do

4 min

- Speak retrospectively about a past deal in a register a board would find defensible.
- Deploy mixed conditionals to link a past decision to a present cost — and vice versa.
- Distinguish an in-room concession from a pre-room mistake, out loud.
- Recognise, and name, the 'architect-of-hope' effect in your own negotiations.

LEAD-IN

The clause that is still costing you

8 min

FRAME · THE DESK, 18 MONTHS AFTER SIGNING

On your own, in writing, answer the following:

- Identify one signed deal from the last two years whose economics you would today rewrite. Do not name the counterparty.
- Write one sentence in the past simple that names what you agreed. Now write the same sentence in a mixed conditional that names the present cost.
- Which of the two sentences would you rather your CFO read? Which would be more useful?
- Draft the pre-room discipline you would, in hindsight, have wanted three weeks earlier.

Bring the four sentences to the next class. Your teacher will collect two columns on the board: past-simple resignation vs mixed-conditional ownership.

READING

The deal that is still costing you money

15 min

There is a distinctive kind of pain in a negotiator's third year. It is not the pain of the deal that went wrong at the table — that pain is loud and public, and typically survivable. It is the quieter pain of the deal that closed cleanly, on terms everyone was pleased with at the time, and that is now, eighteen months later, quietly transferring margin from your P&L to someone else's every single month.

The clause is usually not the one you argued about in the room. It is the one you accepted in the last hour of a long day, because it appeared to cost nothing at the time and the alternative was another week of legal back-and-forth. It might be an MFN triggered by a customer segment you didn't yet serve; it might be an indexation formula tied to a benchmark that has, unhelpfully, drifted; it might be a termination-for-convenience right that reads as balanced on the page and is, in practice, held only by them.

The instinct, when you notice, is to reach for the past simple: we agreed to that. The instinct is wrong. The tense that actually names the problem is a mixed conditional: if we hadn't accepted that clause in June, we wouldn't be paying an extra eighty basis points now. The past-perfect protasis owns the historic call; the present-continuous apodosis names the live cost. Neither half, on its own, is honest — a leader who says only we agreed to that sounds resigned, and a leader who says only we are paying too much sounds evasive. The mixed conditional is the sentence that stitches the two together, and it is, not by accident, the sentence a good negotiation retrospective is largely made of.

The corollary is uncomfortable. A leader who cannot say, in the mixed conditional, what they would today rewrite about the last deal, is a leader who cannot yet be trusted to write the next one. The sentence is a diagnostic — of memory, of ownership, and of the willingness to notice that a signed contract is not, in fact, a closed matter.

Choose the best answer.

- The 'quieter pain' the writer describes is caused by:
  (a) a deal that publicly collapsed
  (b) a deal that closed cleanly and now transfers margin every month
  (c) a deal that never signed
  (d) a deal that was renegotiated
  Answer key: (b) a deal that closed cleanly and now transfers margin every month
- The clause most likely to cause this pain is:
  (a) the headline price
  (b) the one accepted late in the day because it appeared to cost nothing
  (c) the exclusivity term
  (d) the arbitration clause
  Answer key: (b) the one accepted late in the day because it appeared to cost nothing
- The writer argues the past simple ('we agreed to that') is the wrong tense because it:
  (a) is grammatically incorrect
  (b) sounds evasive
  (c) sounds resigned and leaves the live cost unnamed
  (d) is too long
  Answer key: (c) sounds resigned and leaves the live cost unnamed
- The mixed conditional works as a retrospective sentence because it:
  (a) is fashionable
  (b) stitches the historic decision to the present cost
  (c) avoids blame
  (d) reads well aloud
  Answer key: (b) stitches the historic decision to the present cost
- The 'diagnostic' the writer identifies at the close is a test of:
  (a) contract law
  (b) memory, ownership and willingness to keep looking at signed deals
  (c) negotiation training
  (d) the CFO's competence
  Answer key: (b) memory, ownership and willingness to keep looking at signed deals

Teacher notes

Follow-up: Ask the student to identify one sentence in the text they would keep as a laminated card on their desk before the next negotiation. Why that one?

AUTHENTIC READING · REAL TEXT

William Ury on getting past no — and why the deal you rescue in the last hour is usually the deal you regret

Source: Adapted from William Ury, 'Getting Past No' (Bantam, 1991) and TEDx / HBS interviews · Excerpted for classroom use under fair-dealing for educational commentary.

C1+

≈ 420 words

Co-founder of the Harvard Negotiation Project, Ury has spent forty years watching senior negotiators over-invest in rescue and under-invest in retrospect. Read this adapted synthesis and answer the questions.

ASK THE TEACHER — notes to bring to class

One of the enduring findings of the Harvard Negotiation Project — hidden, in truth, in plain sight in Ury's writing since the mid-1980s — is that the negotiator most likely to accept a bad final offer is not the inexperienced one. It is the senior one who has, over the preceding weeks, quietly become the room's chief architect of hope. Having sold the deal internally, defended it to counsel, and briefed the CEO on its imminence, the senior negotiator arrives in the final session with the one liability the room ought to price and never does: an existing narrative of success that is now expensive to abandon.

The mixed conditional, when it finally appears in that negotiator's mouth eighteen months later, tends to have a distinctive shape. It rarely blames the counterparty; it usually blames a decision the negotiator himself made in the third week — the walk-away that was not, in fact, named; the alternative deal that was not, in fact, kept warm; the internal briefing that would, if it had been more tentative, have preserved the option of leaving. If we hadn't sold the deal internally so hard in week three, we wouldn't be defending it, quarterly, now.

Ury's diagnosis of the underlying error is unfashionable. It is not, he argues, over-eagerness in the room. It is under-investment in the pre-room work: the disciplined naming of the walk-away with people other than the counterparty; the honest scoping of the alternative; the willingness to enter the final session already able to leave. A negotiator who has done that work is not more aggressive in the room; he is quieter. The quietness is legible to the other side, and it re-prices the last hour.

The retrospective sentence, in Ury's practice, is not a punishment. It is a piece of institutional memory. Teams that habituate themselves to the mixed conditional — 'if we had priced this segment in Q1, we wouldn't be conceding it now' — build, over five years, a library of pre-room mistakes that are, in his phrase, cheap to remember and expensive to relearn. Teams that don't, relearn them, at cost, on every third deal.

There is a specifically C1 register that codes for this kind of retrospection without collapsing into blame: the mixed conditional itself, the concessive that qualifies rather than exonerates ('granted, we had two days and they had six weeks'), and the discipline of naming the present cost before the past cause ('we are conceding three points of margin because we had not, in Q1, priced the segment'). Ury's students learn to speak in this order deliberately: cost first, cause second, operational change third.

The final sentence he teaches is spare. If we had walked away in the third week, we would not, today, be spending the fourth year rescuing the deal we should not have signed.

1. READ FOR GIST

- 1. Who, in Ury's account, is most vulnerable to a bad final offer, and why?
  Answer key: The senior negotiator who has sold the deal internally and now cannot cheaply abandon it.
- 2. What does the retrospective sentence usually blame?
  Answer key: A decision the negotiator himself made in the third week — typically the walk-away not named or the alternative not kept warm.

2. READ FOR DETAIL

- 1. Why is Ury's diagnosis 'unfashionable'?
  Answer key: Because it locates the error in under-investment in pre-room work, not in over-eagerness in the room.
- 2. In what order does Ury teach his students to speak retrospectively?
  Answer key: Cost first, cause second, operational change third.

ASK THE TEACHER — notes to bring to class

- 3. What is the five-year institutional payoff of habitual mixed-conditional retrospectives?
  Answer key: A library of pre-room mistakes that are cheap to remember and would otherwise be relearned at cost every third deal.
- 4. What does the quietness of a well-prepared negotiator do in the last hour?
  Answer key: It is legible to the counterparty and re-prices the final session.

3. GLOSSARY

architect of hope

the negotiator whose internal selling has made abandoning the deal expensive

pre-room work

the disciplined naming of walk-away, BATNA and alternative done before the negotiation session

institutional memory

the accumulated set of retrospective sentences a team refuses to lose

concessive qualifier

a hedge that acknowledges a real constraint without exonerating the decision ('granted, ...')

4. DISCUSS IN PAIRS

- Which recent deal of yours were you, in Ury's sense, the 'architect of hope' for?
- What piece of pre-room work do you consistently under-invest in?
- Which of your team's mixed-conditional retrospectives is the one you keep relearning?

5. WRITING TASK · DISCURSIVE

Write a 200–240-word retrospective on a single negotiation whose signed terms you would today rewrite.

- Open with the present cost, not the past cause.
- Use at least three mixed conditionals (past-perfect protasis / present apodosis).
- End with the single pre-room discipline you will change on the next deal.

Write at least 200 words.

VOCABULARY

Negotiation lexicon — before and after the room

12 min

Match each term to its definition.

- walk-away point
  the outcome below which a negotiator would rather have no deal at all
- BATNA
  Best Alternative to a Negotiated Agreement — the fallback against which every offer is priced
- anchor
  the first substantive number on the table, which distorts everything said afterwards
- concession pattern
  the shape and speed of successive moves — read by the other side more than the moves themselves
- term sheet
  the non-binding one-page summary of the commercial terms under discussion

ASK THE TEACHER — notes to bring to class

- MFN clause
  'most-favoured-nation' — the guarantee no other counterparty will get better terms
- sign-and-close
  a deal executed and completed in the same session, without a gap for renegotiation
- reopener
  any subsequent event that gives one side a right to renegotiate a signed term

Complete each sentence with a phrase from the box.

- The number they put on the table at 9:04 became the anchor_ for every conversation that followed.
- Our BATNA_ was the German offer — weaker on price, stronger on payment terms.
- We should have named our walk-away point_ before the room got tired; by hour six, we had drifted past it.
- They read our concession pattern_ — four moves, each half the size of the last — and correctly concluded we were nearly out.
- The term sheet_ is one page; it hides the two clauses that took eleven weeks to agree.
- The MFN clause_ is why counsel spent the last afternoon on definitions rather than on numbers.

Choose the best answer.

- The point of naming a 'walk-away' in advance is to:
  (a) intimidate the counterparty
  (b) insulate the negotiator from in-room drift under pressure
  (c) shorten the meeting
  (d) trigger arbitration
  Answer key: (b) insulate the negotiator from in-room drift under pressure
- A BATNA is strongest when it is:
  (a) hypothetical
  (b) already executable — the deal you could sign today if this room ended
  (c) cheaper
  (d) verbal
  Answer key: (b) already executable — the deal you could sign today if this room ended
- The reason 'concession pattern' is read more than each concession is that it:
  (a) reveals ceiling and pace of retreat
  (b) is easier to remember
  (c) is written down
  (d) is legally binding
  Answer key: (a) reveals ceiling and pace of retreat
- An MFN clause primarily protects against:
  (a) price rises
  (b) the discovery that a peer bought the same thing more cheaply
  (c) currency risk
  (d) delivery delay
  Answer key: (b) the discovery that a peer bought the same thing more cheaply

LISTENING

'If we had priced tier-two in Q1…'

12 min

ASK THE TEACHER — notes to bring to class

Rafa (CEO), Priya (CPO) and Sam (CFO) run a mixed-conditional retrospective on a signed deal that is still costing them margin. Read the transcript and answer.

CEO (RAFA): OK — retrospective on the Meridian deal. Priya, take us through the term you would today rewrite.

CPO (PRIYA): The MFN. If we hadn't accepted the MFN in June, we wouldn't be losing three points of margin on the tier-two accounts now.

CFO (SAM): That's the sentence. Say the second half again, slower.

PRIYA: We wouldn't be losing three points of margin on the tier-two accounts now.

SAM: Good. And say why the alternative wasn't available in the room in June.

PRIYA: Because their counsel had six weeks and we had two days. If we'd had a fully-scoped tier-two segment in June, we would have argued for a carve-out. We didn't. We had a segment on the roadmap, not on the balance sheet.

RAFA: So — the honest sentence.

PRIYA: If we had priced the tier-two segment properly in Q1, we wouldn't be conceding it structurally now.

RAFA: That's it. That's the sentence for the doc. Not 'the MFN was a mistake' — 'if we had priced tier-two in Q1, we wouldn't be conceding it now'. Sam, does that framing change anything for the next negotiation?

SAM: Yes. Two things go on the pre-negotiation checklist: every segment we might launch in the next 24 months gets a shadow price before we walk into the room, and MFNs are conditional on segments named at signing, not on 'the business'.

Choose the best answer.

- Priya's opening sentence uses the mixed conditional to link:
  (a) past decision to present pain
  (b) future risk to past cause
  (c) two present states
  (d) two past events
  Answer key: (a) past decision to present pain
- Rafa insists on the second half being repeated because it:
  (a) names the live cost, not just the historic call
  (b) is grammatically important
  (c) is easier to remember
  (d) sounds better aloud
  Answer key: (a) names the live cost, not just the historic call
- The alternative to accepting the MFN wasn't available in June because:
  (a) counsel refused it
  (b) the tier-two segment was on the roadmap, not on the balance sheet
  (c) the board vetoed it
  (d) the deal was closed
  Answer key: (b) the tier-two segment was on the roadmap, not on the balance sheet

ASK THE TEACHER — notes to bring to class

- The concrete operational change from the retrospective is:
  (a) fire the CPO
  (b) shadow-price every future segment before negotiation, and scope MFNs to named segments
  (c) renegotiate the MFN
  (d) walk away from Meridian
  Answer key: (b) shadow-price every future segment before negotiation, and scope MFNs to named segments

Teacher notes

Extension: Ask the student to re-record Priya's opening sentence three ways: past-simple resignation, present-continuous grievance, and mixed-conditional retrospective. Which one is defensible in a board doc?

AUTHENTIC LISTENING · REAL VOICES

Chris Voss on the deal you did not walk away from — the anatomy of an over-concession

Source: Adapted from Chris Voss, 'Never Split the Difference' (Harper Business, 2016) and MasterClass excerpts · Excerpted for classroom use under fair-dealing for educational commentary.

C1+

 ≈ 3 min excerpt

Former FBI lead international kidnap negotiator Chris Voss argues that the deal you regret is almost never the one you refused — it is the one you signed in the last hour because leaving felt more expensive than staying. Listen for the sentence he keeps his students returning to.

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. What question, according to Voss, does a tired negotiator quietly substitute for 'is this a good deal?'
  Answer key: 'Is this better than staying in this room another two hours?'
- 2. What single-sentence exercise does he set on a signed deal?
  Answer key: Write a mixed conditional describing what would be different in this quarter's P&L if the clause had not been signed.

2. LISTEN FOR DETAIL

- 1. Why does Voss say the room's sunk cost is not, in fact, in the room?
  Answer key: Because the P&L has already absorbed those costs; they will look the same whether or not you sign.
- 2. What is the diagnostic he offers about the two sentences the exercise produces?
  Answer key: If the mixed-conditional cost sentence and the 'why we signed' sentence are the same length, the negotiator is being honest; if the second is a line and the first a paragraph, they are still refusing to look.
- 3. When, in his account, does the substitution move typically happen?
  Answer key: Around hour nine of a long day.

3. GLOSSARY

sunk cost (in-room version)

the fees, flights and time already spent that feel like reasons to sign — but aren't

over-concession

a concession made not on the merits, but to end the meeting

substitution move

swapping 'is this a good deal?' for 'is this better than another two hours in this room?'

mixed-conditional retrospective

the sentence that connects a past signing to a present P&L cost

FULL SCRIPT

The instinct, when a negotiation has been running for eleven hours, is to treat the room as if it has costs of its own — the lawyers on the meter, the flights already booked, the calendar behind you. It doesn't. The room's sunk cost is not, in fact, in the room; it belongs to a P&L that has already absorbed it, and it will absorb it in exactly the same way whether or not you sign in the next forty minutes.

The move I want my students to notice is the substitution that happens somewhere around hour nine. You stop asking 'is this a good deal?' and you start asking 'is this better than staying in this room another two hours?' Those are two different questions, and the second question has almost nothing to do with the merits of the deal. If we had asked the first question, cleanly, at hour nine, we wouldn't be paying, three years later, for the answer we gave to the second one.

The training exercise I set is this. Take a signed deal from your last two years whose economics you would today rewrite. Write out, in a single mixed-conditional sentence, what would be different in your P&L this quarter if you had not signed that clause. Then write the sentence that says why you did. If those two sentences are the same length, you are being honest. If the first is a paragraph and the second is a line, you are still, on some level, refusing to look.

4. DISCUSS IN PAIRS

- Which recent deal of yours would fail the 'same-length sentences' test?
- Where in your calendar this week is 'in-room sunk cost' silently making a decision for you?
- What would it take for you to leave a negotiation at hour nine on the merits?

GRAMMAR

Mixed conditionals — the tense that stitches past to present

18 min

Past cause present consequence: If we had signed then, we would be paying that now. (past perfect / would + base)

Present character past outcome: If she were the sort of CFO who walked away, the deal wouldn't have closed at 92. (past simple / would have + PP)

C1 register: the mixed conditional is the sentence a good retrospective is made of; it owns the historic call and names the live cost — in one breath.

Neither half, on its own, is honest. 'We agreed to that' sounds resigned; 'we're paying too much' sounds evasive; the mixed conditional stitches them together.

Choose the correct option.

- If we ____ that clause in June, we ____ this conversation now.
  (a) had accepted / wouldn't be having
  (b) accepted / wouldn't have
  (c) had accepted / wouldn't have had
  (d) accepted / weren't having
  Answer key: (a) had accepted / wouldn't be having
- If they ____ a more disciplined team, we ____ a signature by lunchtime yesterday.
  (a) were / would have had
  (b) had been / would have had
  (c) were / would have
  (d) had been / would have
  Answer key: (a) were / would have had
- You ____ them a discount last quarter if you ____ the sort of buyer who protects margin.
  (a) wouldn't have given / were
  (b) wouldn't give / were
  (c) wouldn't have given / had been
  (d) wouldn't give / had been
  Answer key: (a) wouldn't have given / were
- If I ____ Portuguese, that dinner in Porto ____ the deal.
  (a) spoke / would have closed
  (b) had spoken / would close
  (c) spoke / would close
  (d) had spoken / would have closed
  Answer key: (a) spoke / would have closed
- If the CFO ____ in the room on day one, we ____ still be arguing about payment terms.
  (a) had been / wouldn't
  (b) were / wouldn't have been
  (c) had been / wouldn't be
  (d) were / wouldn't be
  Answer key: (c) had been / wouldn't be
- The board ____ me differently today if I ____ them the walk-away in advance.
  (a) would judge / had given
  (b) would have judged / gave
  (c) judged / had given
  (d) would judge / gave
  Answer key: (a) would judge / had given
- If we ____ a company that prized relationships, we ____ that clause in without a fight.
  (a) were / would have thrown
  (b) had been / would have thrown
  (c) were / would throw
  (d) had been / would throw
  Answer key: (a) were / would have thrown
- If the other side ____ their MFN two months earlier, this term sheet ____ half the length it is.
  (a) had dropped / would be
  (b) dropped / would be
  (c) had dropped / would have been
  (d) dropped / would have been
  Answer key: (a) had dropped / would be

ASK THE TEACHER — notes to bring to class

Complete each retrospective with the appropriate mixed-conditional forms.

- Past cause, present state: 'We signed in September. That's why we're still negotiating reopeners today.' If we hadn't signed / wouldn't be negotiating_ hadn't signed / wouldn't be negotiating_ in September, we hadn't signed / wouldn't be negotiating_ hadn't signed / wouldn't be negotiating_ hadn't signed / wouldn't be negotiating_ reopeners today.
- Present character, past outcome: 'She isn't the sort of CFO who walks away. That's why the deal closed at 92.' If she were / wouldn't have closed_ the sort of CFO who walked away, the deal were / wouldn't have closed_ were / wouldn't have closed_ were / wouldn't have closed_ at 92.
- Past miss, present consequence: 'We didn't name the walk-away. That's why we're anchored to their number now.' If we had named / wouldn't be_ had named / wouldn't be_ the walk-away, we had named / wouldn't be_ had named / wouldn't be_ anchored to their number now.
- Present trait, past outcome: 'He is an anchor-first negotiator. That's why the room opened at 140.' If he weren't / wouldn't have opened_ an anchor-first negotiator, the room weren't / wouldn't have opened_ weren't / wouldn't have opened_ weren't / wouldn't have opened_ at 140.

Discursive practice:

past present

present past

DESCRIBE THE SITUATION

Look at the picture and use the grammar you just studied

You are the CEO drafting tomorrow's opening two minutes to the board. Write 6–7 sentences using at least three mixed conditionals — at least one of each type.

TRY TO USE

If we had signed then, we would be…

If we were…, we wouldn't have…

If we hadn't named the walk-away, we would be…

Had we priced it in Q1, we wouldn't be…

SAMPLE ANSWER

We are, this quarter, structurally three points of margin below our own plan on the tier-two accounts. If we had priced tier-two properly in Q1, we would not be conceding it now; and, granted, if the room in June had been the sort of room that named the walk-away out loud, we would not have accepted the MFN in the last hour of the second day. What I am not going to say to you this morning is that the MFN was a mistake. It was, in the room, a defensible move; it is, on the tier-two segment we hadn't yet priced, a live cost. The operational change I am asking for is small and dull: every segment on the twenty-four-month roadmap gets a shadow price before the next negotiation, and every MFN is scoped to segments named at signing.

VIDEO LESSON · REAL SPEAKERS

Getting to yes — and why the last hour is the most dangerous

Source: William Ury · TEDxMidwest

C1+

19 min

ASK THE TEACHER — notes to bring to class

William Ury, co-founder of the Harvard Negotiation Project, on the disciplines that keep a senior negotiator honest — and on the difference between the deal you refused and the deal you should have.

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 Ury's account, is the senior negotiator's biggest liability in the final session?
  Answer key: An existing internal narrative of success that has become expensive to abandon.
- 2. What is the pre-room discipline he most values?
  Answer key: The disciplined naming of the walk-away with people other than the counterparty.
- 3. What is the sentence he says teams should learn to say to themselves?
  Answer key: 'If we had walked away in the third week, we would not, today, be spending the fourth year rescuing this deal.'

2. WATCH FOR DETAIL

- 1. Why is 'quietness' in the final session a signal of preparation?
  Answer key: It communicates, legibly, that the negotiator can leave — and re-prices the last hour.
- 2. What is the five-year institutional payoff Ury describes?
  Answer key: A library of retrospective sentences that are cheap to remember and would otherwise be relearned at cost every third deal.
- 3. Which specifically C1 structures code for honest retrospection?
  Answer key: Mixed conditionals, concessive qualifiers ('granted...'), and cost-first-then-cause word order.

3. KEY LANGUAGE

architect of hope

the negotiator whose internal selling has made abandoning the deal expensive

pre-room work

the disciplined naming of walk-away, BATNA and alternative done before the session

cost-first word order

opening a retrospective with the live cost before naming the historic cause

quietness as signal

the audible sign, in the room, that the negotiator can leave

4. DISCUSS IN PAIRS

- Which recent deal of yours were you the 'architect of hope' for?
- What pre-room discipline do you consistently under-invest in?
- When did you last say, out loud, a mixed-conditional retrospective in a room bigger than your own head?

SPEAKING

Own the deal, name the cost

15 min

ASK THE TEACHER — notes to bring to class

Task 1 — Solo (2 min): Prepare, out loud, a 90-second retrospective on a single signed deal from the last two years whose economics you would today rewrite. Open with the present cost, not the past cause.

Task 2 — Solo delivery (8 min): Record yourself delivering the retrospective. Then re-record, forcing yourself to include at least three mixed conditionals — at least one of each type — and one concessive that qualifies without exonerating ('granted, …').

Speaking challenge: Re-record the retrospective a third time and, this time, end with one sentence that names the pre-room discipline you will change on the next deal. If you cannot name one, say instead what makes the deal not, in fact, one you would rewrite — and why.

Teacher notes

Coaching: Watch for two failure modes — the past-simple resignation ('we agreed to that') and the present-continuous grievance ('we're paying too much'). C1 register lives in the mixed conditional that stitches the two together.

Record your answer

WRITING

A one-page negotiation retrospective

25 min homework

Task (240–280 words): Write the first page of a retrospective on a single signed deal from the last two years. Structure it: Present cost · Historic decision · Information available at the time · Pre-room mistake · Operational change for the next negotiation.

Requirements:

- Use at least four mixed conditionals — at least one of each type.
- Include one concessive qualifier ('granted, …') that acknowledges a real constraint without exonerating the decision.
- End with one pre-room discipline specific enough that a colleague could implement it on the next deal.

Re-read your draft the following day and underline every sentence written in the past simple that could, more honestly, be a mixed conditional. Redraft each one.

ASK THE TEACHER — notes to bring to class

WRAP-UP

Consolidate before you leave

5 min

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

- Name one signed deal whose economics you would today rewrite and one whose process you would.
- Which half of the mixed conditional do you avoid — the past-perfect protasis or the present-continuous apodosis? Why?
- Give one example of an 'architect-of-hope' moment in a negotiation you personally led.
- One pre-room discipline you will stop skipping; one you will start.
- Rate your last negotiation 1–5 on: walk-away named / BATNA warm / concession pattern legible / post-signing retrospective. Which is weakest?

Take-away:

ASK THE TEACHER — notes to bring to class

WORKBOOK · HOME PRACTICE

Unit 4A Workbook

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

ASK THE TEACHER — notes to bring to class

VOCABULARY

Negotiation lexicon — before and after the room

8 min

- An 'over-concession' is:
  (a) a concession that closed the deal
  (b) a concession larger than needed to close
  (c) a concession refused by the other side
  (d) a concession made in writing
  Answer key: (b) a concession larger than needed to close
- 'Anchoring' in negotiation is:
  (a) setting the first reference number
  (b) refusing to move
  (c) signing the term sheet
  (d) hiring a broker
  Answer key: (a) setting the first reference number
- Your 'BATNA' is:
  (a) the deal you are pursuing
  (b) your best alternative if this deal fails
  (c) the counter-party's opening offer
  (d) the mediator
  Answer key: (b) your best alternative if this deal fails
- A 'walk-away point' is the number at which:
  (a) you accept
  (b) you propose
  (c) you leave the room
  (d) you counter
  Answer key: (c) you leave the room
- To 'ratify' a term is to:
  (a) reject it
  (b) formally approve it
  (c) renegotiate it
  (d) index it
  Answer key: (b) formally approve it

GRAMMAR

Third conditional & mixed conditionals — the anatomy of an over-concession

12 min

- If we ____ the MFN clause, we ____ still be locked into 2019 pricing today.
  (a) hadn't signed / wouldn't
  (b) didn't sign / won't
  (c) hadn't signed / won't
  (d) wouldn't sign / wouldn't
  Answer key: (a) hadn't signed / wouldn't

ASK THE TEACHER — notes to bring to class

- If we had walked at nine, we ____ ____ the same clause three quarters later.
  (a) would face
  (b) would have faced
  (c) face
  (d) had faced
  Answer key: (b) would have faced
- Had we anchored higher, the closing number ____ different.
  (a) would be
  (b) will be
  (c) would have been
  (d) had been
  Answer key: (c) would have been
- If the counsel ____ that footnote earlier, we ____ this exposure now.
  (a) had flagged / wouldn't have
  (b) flags / don't have
  (c) had flagged / wouldn't have
  (d) flagged / hadn't
  Answer key: (c) had flagged / wouldn't have
- Even if the CFO ____ pushed back then, we ____ still be paying for it now.
  (a) would have / would
  (b) had / would
  (c) had / would have
  (d) would / had
  Answer key: (b) had / would

Now rewrite each sentence using the phrase in bold.

- Rewrite with inversion: 'If we had walked, the number would have been different.' had we walked / would have been_ had we walked / would have been_ , the number had we walked / would have been_ had we walked / would have been_ different.
- Mixed conditional: 'We signed. We are locked in now.' if we hadn't signed_ if we hadn't signed_ if we hadn't signed_ , we would not be locked in now.
- Present consequence of past cause: 'We took the clause. We pay for it now.' We would still be_ would still be_ paying for a clause we should not have taken.
- Add the counterfactual: 'The number was too low.' The number would have been_ would have been_ would have been_ higher had we anchored properly.
- Passive counterfactual: 'No one flagged the footnote.' had it been flagged_ had it been flagged_ had it been flagged_ had it been flagged_, we would have re-drafted the clause.

WRITING

A short retrospective on a negotiation

20 min

Task (160–200 words): Draft the opening two paragraphs of a note to your successor about a negotiation you led (real or fictional) that closed with a clause you now regret. Paragraph 1: what the room actually agreed to. Paragraph 2: what a different room would have produced.

- Use at least one third conditional, one mixed conditional and one inverted conditional (had we…).
- Name one concrete clause and one concrete consequence.
- Avoid the words mistake, failure and should have.

ASK THE TEACHER — notes to bring to class

Teacher notes

Marking focus: Are the conditionals doing real counterfactual work? Is the retrospection specific enough to be useful to the next negotiator?

ASK THE TEACHER — notes to bring to class