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Email in international negotiation

This paper investigates the advantages and disadvantages of the use of email to obtain agreement between two parties with overlapping but also conflicting interests.

The literature on Media Richness suggests that email is too lean to facilitate agreement; but all supporting evidence stems from homogenous populations. This paper, however, starts from the hypothesis that in connection with lingua franca interaction, the text format provides advantages for parties that need to think how to phrase an argument. However, the evidence provided from a negotiation task performed by international business students indicates that, while there is a distinct advantage in the feature of reviewability, the text format itself also poses a problem because it allows selective attention.

Keywords:

Email; business communication; lingua franca interaction; negotiation

Introduction

For a person seeking to come to a reasonably complicated business decision with somebody far away, the most obvious options are to travel and have a meeting, to settle down to a series of telephone calls, or to exchange emails over a limited period. There are other possibilities (video conference, Instant Messenger, posted letters), but they are not nearly as frequent, for all sorts of practical reasons. Each option has advantages and disadvantages, but email has become the rule rather than the exceptions for at least a large part of the process in many companies (Schoop, Köhne and Staskiewicz 2006)

To investigate the background for such a choice, this paper reviews expectations based on the evidence from Computer Mediated Communication theory, notably Media Richness theory, and from Negotiation Theory, where various channels have also been investigated. It is argued that the advantages of email makes it a first choice for a wide range of decision tasks, but that special care is called for to meet challenge of a medium that functions as a written letter but mimics the exchange structure of talk.

In the following, the first section will deal with the positions taken in the literature on conflicts of interest, negotiation, and decisions in the context of computer mediated communication. In terms of media richness, an a-synchronous written medium is to be characterized as "lean" and hence considered unsuitable for agreement activity (Dennis, Fuller and Valacich 2008). The second section argues that even so, advantages can be found in the medium, particularly for second-language users. The third section describes a particular negotiation task that was run as a pilot study to throw light on the effect of the email medium, and discusses the mixed findings.

Negotiating with a faceless Other

No modern negotiation theory believes in strict rationality, as predicted by game theory. The relationship between the parties is credited with a considerable effect, especially when the negotiation takes places in a dyad rather than in large meetings, where participants tend to produce

a discourse recognizably coloured by the side they represent. The tone of the meeting, the chemistry between negotiators, and the trust or distrust that underlies the interaction are all influenced by intangible factors like social attraction, voice, body language etc. For an excellent overview over cognitive and material influences on Party and Other in the negotiation process, see Thompson (2009); for special attention to the language aspect, see Bülow (2009).

But in electronic communication, the relationship between the parties is vulnerable. Email is a lean and distant medium: no visual access, no audible voices, no synchronicity in interaction. If the parties do not know one another, the social clues can be sorely missed: there is a great deal of evidence to suggest that people with a prior relationship have an easier time establishing a sense of group identity and common ground (Wilson, O'Leary, Metiu and Jett 2008), and that a social relationship leads to fewer refusals and more trade-offs and value-creating strategies (Pesendorfer and Koeszigi 2007).

Even a brief acquaintance helps: in a series of tests, Morris, Thompson and their colleagues showed the effect of what they call "schmoozing": participants dealing with out-groups (at another university) produced better results and much more positive expectations if they had had a brief, social telephone conversation before the email negotiation began (Morris, Nadler, Kurtzberg and Thompson 1999; Moore, Kurtzberg, Thompson and Morris 1999; Drolet and Morris 2000; Thompson and Nadler 2002; Thompson 2009).

Computer mediated communication (CMC) in negotiation tasks has been investigated most thoroughly with cases of bargaining, where there is a numerical result indicating success for the individual and for joint gains. The meagre social relations have been shown to reduce social pressures and hence engender some hostility, which, paradoxically, seems to be an advantage for women (Stuhlmacher, Citera and Willis 2007); but with hostility uppermost, conflicts have a way of getting out of hand when each side reciprocates what they consider slights (Friedman and Currall 2003).

Some explanation for this reaction can be found in studies that have investigated the attributions that the participants make about the Other. It seems to be a robust tendency that if teammates do not know each other well, and cannot see each other, they tend to attribute a mishap or delay to internal, dispositional traits rather than to circumstances; for example, a participant will assume that a puzzled, unseen partner is slow-witted rather than realize that he or she lacks the booklet of information that the first participant was issued with (Srivastava 2001; Cramton, Orvis and Wilson 2007).

This basic tendency to assume that, without an in-group relationship, the Other is to blame, would seem to underlie much CMC enmity – most expressly, the phenomenon of flaming, but also the distrust that is notable and the frequency of impasse (Volkema and Rivers (2008). With such odds against it, it would seem that relying on email for negotiation is courting disaster.

Making use of email features

On the other side of the coin, however, the leanness of the medium is a strength; far from being a poor relation of the real thing, i.e. face-to-face communication, CMC has valuable properties. Chief among the concepts that need discussion is the medium's capacity for *conveyance and convergence*, and for *reviewability and revisability*. Secondly, CMC may influence the perceived *status* of the negotiators.

Conveyance and convergence

Dennis, Fuller and Valacich (2008) start from the assumption that communication chiefly consists in two complex processes: a) the transmission of information, thereby making the receiver create or revise a mental model of the situation, which they call *conveyance*, and b) discussion of the

individuals' interpretation of the information, thereby verifying or adjusting a mental model, but not involving a great deal of processing, which they call *convergence*.

A complex exchange, like negotiation and decision-making, requires both. Dennis et al. (2008) make the point that for the conveyance aspect, media low in synchronicity are better suited: providing a great deal of information face-to-face is cognitively difficult to handle and hence tiresome. On the other hand, for getting agreement or for equivocal tasks, a high level of synchronicity is better, because feed-back will come in small instalments, thus rectifying misunderstandings as they occur.

For email negotiation, this means that partners can rely on the medium to carry large amounts of information for them, and to provide the time to do the cognitive processing at leisure. Time is essential to master information, in order for the negotiator to get a picture of the Other's needs and priorities. But negotiation is a special kind of communication, because hardly any information passes between the parties that is not also an argument and hence part of the convergence process, to the extent where the division breaks down. It is arguable that low synchronicity is also an advantage when dealing with agreement following a complex argument.

The more intricate the argument, the more time will matter: the expectation of rapid turn-taking was enough to stump the receiver of a complicated argument in a study by Loewenstein, Morris, Chakravarti, Thompson and Kopelman (2005). Here, sellers using Instant Messenger were able to claim more value, because the buyers could not generate rebuttals in time; this effect was not seen using email (or simpler arguments).

The conclusion seems to be that negotiators needing time to think are well served by email. If the negotiator is a second-language user, dealing with unfamiliar, foreign norms and expectations, reflection time is a precious commodity with clear advantages over face-to-face meetings. Thus Pesendorfer and Koeszigi (2007[tjek 2006]) show that synchronous electronic negotiation games provide less friendly and more competitive behaviour than a-synchronous email, mostly because people exchange more information when they have the time to make it relevant.

Reviewability and revisability

The principal difference between face-to-face and e-mail negotiation is that in the written mode, the negotiator can keep track of what has been said so far by scrolling down over the exchanges; secondly, it is possible to write a response, review it and change one's mind several times before pressing "send" (Friedman and Currall 2003).

The opportunity to review the argument so far is a help in framing a suggestion, and more valuable the more cognitive processing is involved. Again, for a distant negotiator (physically or psychologically), who needs to tread carefully and not make mistakes, email would seem to take the pressure off.

However, the actual phrasing, not only of arguments, but particularly of acceptance, rejection, requests and offers, is perhaps the most important task of the distant negotiator. Paradoxically, while email affords the chance to review and revise, the medium is best known for its casual characteristics. This, too, has been shown to be an advantage: in a rare study of a protracted email negotiation over agent rights between a Western and Eastern company, Jensen (2009) observes that what would have been embarrassing language mistakes and inadequacies in a letter are hardly noticeable in a mail.

Email may screen out social cues, but there is also evidence of its potential for social identification: accessibility, dynamic exchange and high informality (Wiesenfeld, Raghuram and Garud 1999). On the other hand, the casual electronic just-say-what-you-mean stance is a potential danger when it goes unchecked by an interlocutor, whose presence alone normally engenders a certain civility. Even a token display of respect and positive emotion seems to be a factor measurable in the negotiation processes; thus Hine, Murphy, Weber and Kersten (2009) show that in their laboratory study, success varies neatly with agreeableness.

Revisability should enable a negotiator to think about the phrasing. Concretely, advice can be given about commands and explicit negative emotions, which are extremely bad for the receiver's face: in a study of the e-Bay dispute resolution site, attacks on face drastically reduced the likelihood of resolution. This applies to claimants who used high-intensity words about their reaction ("angry", "despise", "disgusted") and told the other party what to do ("shouldn't", "need", "must")(Brett, Friedman, Olekahns, Goates, Anderson and Lisco 2007).

In a similar vein, Griessmair and Koeszegi (2009) notice the difference between conditions phrased as ultimatums and those phrased as trade-off options ("we won't do X unless you do Y" vs "if we can both agree to X, then we can also do Y"). Phrasing under pressure is a problem for second language users; it can be assumed, then, that while CMC is sometimes associated with brash communication styles, the revisability feature should advantage negotiators who are aware that face-preserving strategies matter.

Virtual presence and status

It was shown above that relationships may suffer damage without "schmoozing", but on the other hand, dyads that orient to relational goals, trying to be nice, regularly underperform; this tendency has been called *relational accommodation* (Curhan, Neale, Ross and Rosencranz-Engelmann 2008), and seems to be mostly applicable to women. When they try to accommodate each other, they achieve lower joint gains. Therefore, the issue of power and status is necessarily important.

One of the most optimistic studies on CMC, Amichai-Hamburger and McKenna (2006), reports that the Internet creates a protected environment, where group members overcome anxiety about each other, perceive similarity and discard the harmful stereotypes that produce hostile attributions. Virtual teams here share more information than equally dissimilar groups meeting face-to-face (in fact, 50% more, which is impressive), and the option of communicating from the comfort of their own home makes them open to communication based on equality.

Equality, however, is only an advantage for the underdog. Where younger members or newcomers may feel empowered, negotiators in strong positions may feel subtly cheated. In a face-to-face meeting, they would have dominated the conversation through their evident power base or through cleverness, wit and charisma (Owens, Neale and Sutton 2000). It is therefore no wonder that email exchanges also contain covert powerplay: for example, both Jensen (2009) and Owens et al. (2000) notice that it counts as a power move when one party leaves a longish gap in the correspondence.

With these considerations, it seems that the advantages of email negotiations outweigh the disadvantages for lingua franca negotiators and anyone else with extra cognitive processing to do. The hypothesis is not verifiable in actual business communication, since we cannot know what would have happened if the participants had chosen another mode. A laboratory exercise is called for.

Testing the hypothesis

In order to test if email produced more successful results than face-to-face dyads, a case was chosen for a pilot study where

- The parties were mutually dependent and had overlapping interests
- But the outcome was to be a jointly decided paragraph in a contract rather than profit, so that
- Actual wording mattered, and argumentation needed to be partly in Other's legitimate interest sphere to produce results (Bülow-Møller 2005)

Dyads were formed from one class of Danish MA students, paired with an unknown class of international MSc students, who had all been trained in the principles of negotiation. There were no

native speakers of English in the experiment. The sixteen dyads were given two weeks to complete a negotiation task in English; five dyads settled down to a meeting while eleven never met, but worked over email.

The case concerns the wording of a contract between a developer of a projected shopping centre and his or her proposed anchor tenant, i.e. a large tenant with considerable appeal for customers that assures the financiers that the venture is viable. In this case, it is a large and successful retailing chain that specializes in towels, curtains and other furnishing for kitchens and bathrooms. With the rest of the contract settled, the two problem clauses concern *Use and subletting* of the premises, and this is a potential deal-breaker.

Briefly, it is in the tenant's interest keep all possible freedom to withdraw if revenue is disappointing, while the landlord must have the security of a long-term lease in order to finance the venture, and must control the mix of tenants for the sake of the customer base. Consequently, in essence, the *retailer's* ideal version reads "the lease may be terminated at any time" and "Tenant may sublet or assign the lease to a third party", while the *landlord's* ideal version is "the lease is for 25 years" and "Tenant may not sublet or assign the lease to a third party without written approval".

On the basis of the material that was made available to the students, both jointly and separately, realistic negotiators should assess the other party's interests and realize that the most helpful trade-off in this case is the *time* factor – early security for the landlord, tapering off to (a measure of) freedom for the tenant after the first ten years or so. The whole agreement can boil down to three or four sentences.

Results

Of the five oral groups, three produced realistic results, while two handed in a haphazard solution that would never have stood up in court, presumably as a result of a hurried and dismissive process.

The email groups all submitted their entire correspondence. Three exchanges petered out; four concluded the correspondence with an explicit impasse; and four produced workable contract clauses. This result is so poor that it requires careful consideration. Obviously the numbers are very small, and part of the explanation might have been the approaching Easter holiday; on the other hand, there might be something in the email format that can furnish an explanation. It could be that the relationship was handled badly, or it could be the exchange structure.

Below is an example that is indicative of a dyad heading for deadlock. The Landlords all initiated the exchange. The first text below is the Tenant's second response, i.e. no. 4 in the chain, followed by the Landlord's response, no.5:

Example 1:

Tenant (4): It is correct that we are a bit concerned about the long rental periode. We are not sure whether the market will change in 20 years and would therefore be very happy if we could write some flexibililty into the contract concerning subletting or sharing the premises.

I do understand your concern about the financial situation but I think it would be better for the both of us if you would let us find our own tenants, should the situation change. We are of course very carefull about who we choose.

Maybe we could discuss whether it is ok with the restrictions the first 10 years or so, and then, [...] maybe we could discuss us being able to choose our own tenants without any interference?

> > >

I am looking forward hearing from you:-).

Landlord (5): Thank you for your e-mail.

Yes you can find your own tenant, but it has to be a subtenant in the business of kitchen and bathroom textiles and we need to approve the subtenant. So I am sorry, that we cannot be more flexibel about the contract. What do you say, can we come to an agreement?

Issues of face

All exchanges in the corpus are quite polite, in the sense that they all say "please" and "sorry", and there is absolutely no flaming or explicit negative emotion remotely like "angry" or "despise", as in the two examples above. Nevertheless, the tone is noticeably different; the tenant uses tentative requests, hedges and open invitations ("we would be very happy if we could", "we are a bit concerned", "maybe we could"), while the landlord maintains a brisker, more speech-like quality, answering a question and drawing a conclusion ("yes you can ... but it has to be...", "so I'm sorry...").

But in this latter case, the open invitation at the end, "What do you say, can we come to an agreement?", has the air of a token, a required phrase that pushes the ball to the tenant without making a concession. This tendency has been noted by Johnson and Cooper (2008): in CMC, the first mover's concession is not necessarily met by the Other. It seems the social pressure to match a concession, or a civility, is missing on the net.

This exchange is typical of the dyads that did not reach an agreement, in this case because the landlord pulled out after a few more exchanges. It is possible that the tenant's politeness has signaled a certain weakness, which gave the Landlord higher hopes; in any case, the results from this study bear out Brett et al (2007), where positive emotion is no prediction of resolution in the e-Bay conflicts (whereas negative emotion is a clear indication of deadlock).

When negotiation language is taught to second language speakers, it is often argued that negotiators lose deals because they are too direct, lacking the subtle courtesies that smooth the way. From this set of data, however, it is arguable that the brasher people are also the ones less inclined to compromise or to look for mutually acceptable solutions; if firm statements do not work, they decide to seek an alternative anchor tenant. In other words, politeness is not the issue.

Argument and feedback

I suggest that the central problem lies elsewhere, and that it is inherent in the email mode, as it stems from the way users process email messages, with their mixture of written and spoken features. The distribution of questions, answers and arguments in the corpus indicates that the missing link is the *turn-taking* mechanism. It is manifested in two connected areas, viz. argumentation and question-answer sequences.

In the examples above, the tenant makes a useful suggestion ("discuss whether it is ok with restrictions for the first ten years or so"), but it is never considered by the Landlord. Arguably, this is because it is part of a text that is much longer than a spoken turn would have been in face-to-face communication. The tenant letter consists of

- a) A refusal of a prior suggestion, couched as a statement of concern about the long period ("we are a bit concerned", with backing argument ("the market [may] change")),
- b) Acknowledgement of Other's concern ("I do understand"), overridden by a suggestion (or plea, rather) in her own interest ("but [...] it would be better"), with assurances ("we are [...]very careful"),
- c) A concrete suggestion that would meet both parties' most salient interests ("discuss [...] restrictions the first ten years"),

d) And a formalized greeting with a smiley.

This is email doing what it does best: providing a fairly complex background-problem-solution composition, making use of the written mode to present the case in the shape of a very fast letter.

But the response picks out one particular aspect, section b) above. The Landlord (correctly) sees no reason why the Tenant should not find a sub-tenant but (also correctly) insists on final approval, thus dismissing part of the suggestion ("Yes you can find your own tenant, but it has to be..."). The second, material, suggestion (c), falls by the wayside, for the Landlord uses email for the second thing it does best: providing a quick, informal answer to a query, almost like speech.

When these two characteristics collide, the result is what Friedman and Currall (2003) call emails that "get out of sync". Seen from the talk-like perspective, a lengthy email violates normal turn-taking norms – in fact, Friedman and Currall think that "piling it on" may produce aggression in the receiver, principally because it is frustrating not to be able to give feedback as points occur (op.cit.1339). Also, anyone exposed to a series of arguments will attend first to the weakest (or, in Friedman and Currall's case, the most anger-provoking) item on the list, while conveniently forgetting the rest.

Negotiation depends on interchange, and it is natural to consider that turn-taking underlies the interaction: Party suggests X, Other reacts, perhaps with an evaluation and a counter suggestion, Party refuses and explains, etc. In complicated circumstances, this exchange system is also the chief obstacle – it can become difficult to see the wood for the exchanged trees. Holding on to common ground and keeping track of proposed, complex scenarios is cognitively demanding, and a running set of notes should be an advantage.

The most successful groups in the pilot study contained at least one member who kept documenting the whole picture, in one case with insisting, numbered bullet points, ending with a revised suggestion for the offending two contract clauses (in early stages, just cosmetic revision, but later on actually incorporating compromise).

Diagnostic questions and the common ground

The second issue concerns the *type* of question-answer sequences that is found in the corpus. They are very scarce, and overwhelmingly, the questions are of the type, "What do you say, can we agree to this?"

Considering the fact that all the participants had read enough negotiation handbooks to know the value of diagnostic questions, it is alarming to find only *one* instance in the corpus of a negotiator trying to find out what the Other's interests are:

Example 2:

Landlord (5): We strongly believe to have found an agreement on the latter part of your proposal regarding the influence position. However, the proposal regarding the long-term lease is slightly more problematic: [setting out background and argument for 25-year lease]

We would be really interested what can take away your uncertainty about the future? How can we make a long term commitment more attractive? E.g. reduce our common risk somehow?

Maybe we can include an exit clause in the event that your business drops [detailed suggestion follows]

As it happens, the Landlord makes a very reasonable suggestion and the Tenant agrees in just two more mails without ever engaging in a serious search for common ground. It is possible that just thinking in terms of Other's interest provided the Landlord with the inspiration he needed for his suggestion: he answered his own question. It seems that the medium encourages what Koeszegi, Pesendorfer and Vetschera (2008) diagnose as a process where several phases occur at the same time, contrary to the face-to-face pattern of sequence of phases.

In the example above, questions were put but not answered by the partner. I suggest that this is the second variety of the turn-taking problem: Precisely because the medium is suitable for a complete background-problem-solution/suggestion sequence, the participants do not use the option of quick exchanges to collect information. Quick exchanges are found, but they are used for the latter part of the process, making one point only and containing such items as the following:

Example 3:

Tenant (6): We draw your attention to the fact that we cannot accept the direct competition from a store selling the same products in the mentioned area which you are responsible for. On the other hand we do not necessarily need full influence on the tenants not dealing with the same products.

If you will commit to that we have a deal.

Landlord (7): The deal is sealed! Congratulations to the both of us!

At this point in the process, there is no more use for questions. Their role is usurped by conditionals: there is an implicit question in the *if*-clause, but it surfaces as a closed suggestion. Paradoxically, then, we have a form that provides too much and too little at the same time: email is used for giving full information that argues a case, but not for extracting information from the Other. Piling up arguments for one's own position is frequently symptomatic of a negotiator with a weak case and leads to deadlock (Roloff, Tutzauer and Dailey 1989; Bülow-Møller 2005). Failing to extract information and taking it into account makes the search for common ground much more difficult.

It is just possible that there is an intercultural dimension that exacerbates this problem. Among the many studies of inter-cultural and cross-cultural negotiation styles (for overview, see Bülow 2009), Graham and Lam (2003)'s study is singular in comparing *joint* gains; they find that both Chinese and American dyads achieve higher joint gains when they negotiate intra-culturally, and they ascribe the lower inter-cultural result to the lower level of information exchange that they note. Operating in a foreign language, as well as added insecurity about expectations, may be factors that make negotiators explain their own case but limit their wish to invite too much of the unknown in.

Conclusions

On weighing the evidence, it seems that *if used circumspectly*, email should still be a suitable medium for international negotiation: the parties can balance the advantage of the internally coherent argumentation with the possibility for querying single points quickly and asking for relevant information. There seems to be three major considerations:

Firstly, it remains overwhelmingly likely that some sort of social relationship is an advantage before an email negotiation begins; fortunately, that is the case for a variety of normal business-to-business processes. For example, Jensen (2009) follows the case of a man pursuing an initial trade-fair contact in the Far East. Distance and the informality of the medium seem to have a certain leveling effect in terms of status; that said, people still react to the status and power that they

perceive from the texts (Weisband, Schneider and Connolly 1995), and this can be projected as the negotiators go along through the use of appropriate courtesy and powerplay.

Secondly, negotiators react to the sense that the process is leading somewhere, i.e. that they are getting something back. Email makes it easier to "walk away from the table" – simply not answering is far less dramatic than physically leaving a room; if a negotiator has a weak case, persuasion is likely to work better face-to-face than via the internet. But if the case has points of mutual interest, as most negotiations do, email provides a system where it is possible to take in complex information, possibly consulting others, and come up with a response. The turn-taking norm will oblige the respondent to say something material; in a meeting, people can say "Well, I don't know, I'd have to think about that one" for a very long time; the written mode does not really allow waffling responses.

But thirdly, email does allow selective attention, as demonstrated above. To overcome this hindrance, it seems that negotiators should be made aware that the most important variable in email interaction is the movement up and down the speech-writing continuum. This would enable them to use and deal with queries (shifting nearer the spoken interaction end) while holding on to their original full argument (shifting back into written mode). The advantage of a written record of the result is particularly noticeable, because it allows for sharing and for clearing up doubts about the agreement.

Overall, then, negotiators who need a little more processing time, like most lingua franca speakers, need briefing on the pitfalls; but otherwise, email decisions should work for them - which is just as well, considering the travelling cost for companies and for the environment.

Further work is needed that separates the variables in the pilot study. For one thing, testing the usefulness of email for prolonged processes should throw some light on business people's choice of channels in the single steps; and secondly, the intercultural angle should be more explicitly studied with the control of native speakers. In the meantime, there is a pedagogical task in raising the awareness of the advantages and drawbacks of email for negotiations.

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