



HOW TO STRUCTURE A RETAIL PHARMACY BUSINESS NEGOTIATION

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ABSTRACT

This article presents how to structure a real pharmacy retail business negotiation case scenario by adopting the Negotiation Map and the Four-Type Negotiation Matrix. The single descriptive case study involved two parties, one buyer and one supplier, in a bidding contest with the pharmacy retail business in Rio de Janeiro, Brazil, as the unit of analysis. Key findings pointed out planning negotiations to engagement as crucial to a better negotiation deal. Evidence also suggests structured negotiation approach is a sound strategy to be pursued. Finally, a completed negotiation map, implications, and discussion complete this article.

KEYWORDS

Pharmacy retail business negotiation, standard operating procedures (SOP), Four-Type Negotiation Matrix.



INTRODUCTION

This article addressed a retail business negotiation in Rio de Janeiro state, southeastern Brazil, as the unit of analysis (Yin, 1988). The aim was to discuss best practices on pharmacy retail business negotiations, with the following objectives: (i) to prevent prices negotiation escalation, usually ending in no deal, and further search for alternatives; (ii) to avoid losing value creation and mutual benefit for the parties involved (iii) to provide systematic approach plan to future negotiations engagement; (iv) to throw more light in the discussion of business negotiations; (v) to anticipate real-life scenarios due preparation beforehand negotiation; (vi) to offer scholars, negotiators, mediators, and other practitioners in general with a new perspective on negotiation planning.

Firstly, Negotiation is defined as “a process in which individuals work together to formulate agreements about the issues in dispute. This process assumes that the parties involved are shoulding to communicate and to generate offers, counter-offers, or both.” (Rubin and Brown, 1975, p.461). It is also a “form of decision making in which two or more parties talk with one another in an effort to resolve their opposing interests (Pruitt, 1981, p. xi).

Business negotiations have attracted intensely scholar attention over the past decades (Raiffa, 1982; Cohen, 1980; Sebenius, 1992; Ury, 2015; Susskind & Field, 1996; Moore, 2003; Fisher Ury and Patton, 1981; Salacuse, 2008; Duzert and Zerunyan, 2015; Susskind & Cruikshank, 1987; Dias, 2020, 2020b, 2019). We followed Dias (2020) with regard to the categories of negotiations. Figure 1 depicts the Four-Type Negotiation Matrix, which is useful for depicting the negotiation based on the number of parties and the number of issues involved in a particular negotiation process (Dias, 2020), as follows:



Figure 1: The Four-Type Negotiation Matrix. Source: Dias, 2020. Reprinted under permission.

The case under review encompasses a Type II negotiation. Two parties, a buyer and a seller, negotiate about acquiring pharmaceuticals to supply medicines to a Large Health Buyer in Rio de Janeiro, as described in the upcoming sections. Next, the methods and research design, and limitations are presented.

METHODS AND RESEARCH LIMITATIONS

This study is a qualitative, multiple-method approach study, such as the direct participation of one of the authors, and a single descriptive case study, which involved a pharmacy retail business negotiation as the unit of analysis (Yin, 1988). The investigation utilized an inductive rationale and interpretive strategy. The incident occurred in Rio de Janeiro, in southeastern Brazil. Compliance concerns and the names of the businesses concerned necessitate the protection of real identities. This article is limited to Brazilian retail business negotiations. Other countries may have different laws or normative instructions that vary from country to country and are not part of the present work.

PHARMACY RETAIL BUSINESS NEGOTIATION

The negotiation took place in 2017 in the company to supply medicines to a Large Health Buyer in Rio de Janeiro. The alternative of the negotiation is that it was a competition with three participating companies. We beat the competition because we met all the topics mentioned ahead and for presenting the best price among the companies that participated in the competition. The case's Zone of Possible Agreement (ZOPA) is from R \$ 3,570 to R \$ 5,000 reais.

The options for the negotiation were to provide (a) oral, (b) injectable, and (c) proper oncology drugs for the manipulation of chemotherapy, and (d) antineoplastic drugs, on behalf and order of the Health Buyer, and the manipulation would be carried out by the Health Buyer or by third parties of the Buyer with its approval. Moreover, all the supplies of oral medicines directly to the clients of the buyer should meet the logistics of the supplier, aiming at a quality and personalized service, according to the following negotiation basic assumptions, summarized in items 1 to 13, as follows:

- 1- The patient identification receiving the medication must be carried out by the Buyer, and forwarded by Seller, always with the information of the name of the beneficiary, the address, delivery time, and the quantity to be delivered.
- 2- According to the current legislation, the quantity to be delivered may be fractionated in weekly lots.
- 3- Other medicines not on the list may be provided depending on the Buyer's request.
- 4- All logistics must be carried out for the entire metropolitan region of the city of Rio de Janeiro without any freight cost (including Belford Roxo, Duque de Caxias, Guapimirim, Itaboraí, Itaguaí, Japerí, Magé, Maricá, Mesquita, Nilópolis, Niterói, Nova Iguaçu, Paracambi, Petrópolis, Queimados, Seropédica, São Gonçalo, São João de Meriti, Tanguá, Cachoeiras de Macacu, and Rio Bonito, Itaguaí, Nova Iguaçu, Nilópolis, São João de Meriti, Duque de Caxias, Mesquita).
- 5- Freight costs should apply to the locations not listed in item 4.
- 6- The Buyer should forward all orders as a medical prescription intended for the products that Seller should deliver within the time stipulated between the parties.
- 7- The Buyer is responsible for informing the patient's agreement in the medical order.
- 8- It is the responsibility of the Buyer to receive the products, check, and sign the left-handed invoice that accompanies the merchandise, noting, legibly, the name of the employee or the person who performs these tasks.

9- The Buyer is responsible for paying invoices for the supply of medicines on the agreed date and form of payment.

10- Seller is responsible for maintaining the appropriate facilities under the standards of Sanitary Surveillance (ANVISA)¹ and other organs and keeping the qualified and adequately trained personnel to perform their functions following Good Practices.

11- All standard operating procedures (SOPs) for packaging products delivered to the given location.

12- Maintain the supply of the products listed in Annex 1 uninterruptedly.

13- Seller delivers the requested medicines at a particular time and place.

The negotiation prices should be charged according to the table in Appendix I, under the following commercial conditions: (a) The Seller should bill the medicines, and Seller should also bill the supplies for use in patients of the agreement with the Buyer, and finally, (b) the Seller should send an invoice monthly with the medicines supplied in the month due 30 days after billing.

The contract should be valid for two years from its signature and renewable for another two years, establishing new conditions of price, limits, billing, term of validity, and logistics. The prices should continuously be readjusted on April 1 of each year, following the percentage of increase authorized by the Brazilian federal government. At any time, Seller may renegotiate this after the evaluation of the updated them and discussion with the pharmaceutical industries and Seller for adequacy of the list prices.

In the negotiation talked about terminations, and penalties would be automatically rescinded regardless of the judicial or extrajudicial interpellation in the cases provided for by law, in case one of the parties fails to comply with any clauses or conditions, and also in the event of bankruptcy enter into the judicial or extrajudicial reorganization process, or enter into liquidation or contest with creditors.

Either party may terminate this agreement before its termination upon sixty days' written notice. In this case, there should be no liability for criminal clause, loss, or damages.

Finally, the completed Negotiation Map is illustrated in Appendix II.

IMPLICATIONS AND DISCUSSION

This article addressed the planning of a pharmaceutical business negotiation between two parties; the buyer and seller, through the Negotiation Map structured negotiation (see Appendix II). The advantages of structuring negotiation have been widely investigated (Dias, M. & Navarro, 2018; Dias, M., 2019; Dias, M.; Lopes, Teles, 2020; Dias, M., 2020; Dias, M., Lopes, & Duzert, 2020). This article addressed the planning of a pharmaceutical business negotiation between two parties; the buyer and seller, through the Negotiation Map structured negotiation (see Appendix II). The advantages of structuring negotiation have been widely investigated (Dias, M. & Navarro, 2018; Dias, M., 2019; Dias, M.; Lopes, Teles, 2020; Dias, M., 2020; Dias, M., Lopes, & Duzert, 2020).

Nevertheless, this research has implications in several fields of study, such as (i) Brazilian public institutions (Silva. G.B., Dias, M., Felicio Jr, R., 2022; Craveiro and Dias, M., 2019; Vieira, 2008);

¹ANVISA - National Agency of Sanitary Surveillance is the Brazilian Health Regulatory Agency, equivalent to the North American Food and Drug Administration (FDA)

(ii) Brazilian cooperative societies and organizational culture (Dias, M., 2019; Dias, M.; Silva, Cleber A.; Lund, Myrian, 2019; Dias, M.; Teles, A., 2019); (iii) public services and agents (Dias, M., 2018; Dias, M.; Teles, A.; Pilatti, K. (2018)); (iv) Family business(Dias, M.; Davila Jr., E., 2018); (v) retail business (Dias, M., et al., 2015; Dias, M. et al., 2015, 2014); (vi) governmental business relations (Dias, M.& Navarro, 2017); (v) aircraft manufacturer industry (Dias, M., Teles, and Duzert, 2018; Dias, M. and Duzert, 2018); (vi) e-business negotiation (Dias & Duzert, 2017); (vii) debt collection negotiations (Dias, M., 2019, 2019b; Dias, M. and Albergarias, 2019); (vii) Non-governmental organizations (Paradela,; Dias, M.; Assis; Oliveira, J.; Fonseca, R. (2019));(viii) carmaker industry (Dias, M., Navarro and Valle, 2013, Dias, M., et al., 2014; Dias, M., et al., 2013); (ix) negotiation with agents (Dias, M., 2018); (x) copier manufacturer industry (Dias, M., 2012); (xi) non-market forces (Dias & Navarro, 2018); (xii) civil construction negotiations (Dias, M., 2016); (xiii) mining industry (Dias, M., & Davila, 2018); (xiv) Craft beer industries (Dias, M. and Falconi, 2018; Dias, M., 2018); (xvi)streaming video industry (Dias, M., & Navarro, 2018); (xvii) social mediation (Dias, M.& Teles, 2018); (xviii) generational negotiations (Aylmer &Dias, M., 2018), for instance.

An extensive body of research praised the virtue of structured planning in business negotiations (Dias, M. & Navarro, 2018; Dias, M., 2019; Dias, M.; Lopes, Teles, 2020; Dias, M., 2020; Dias, M., Lopes, & Duzert, 2020). In the negotiation case described, the mutual gains approach proved essential to creating value before sharing it (Susskind & Field, 1996; Susskind & Cruikshank, 1987). As a result, Dias (2020b) evidenced two basic distinct negotiation strategies, illustrated in Figure 2, as follows:

Feature	Situational	Structured
Skills	unskilled	skilled
Preparedness	Unprepared	Prepared
Underlying interests of the other party	Narrow	Open
Level of Information	Superficial	Detailed
Value creation	Limited	Expanded
Informational risk	Higher	Lower
Time for preparation	None	Necessary
Contingencies	Unexpected and unanticipated	Expected and Anticipated
Level of self-confidence	Low	High

Fig.2: - *Situational versus Structured Negotiation Approaches. Source: Dias, 2020b. Reprinted under permission*

However, one implication relates to the preparation phase: it must be conducted with care, taking into account the underlying interests of the other parties at the negotiating table, and not in an arbitrary manner. For example, Moore (2003) reported three categories of underlying interests: (a) material, (b) psychological, and (c) procedural.

Before the negotiation begins, it is necessary to thoroughly and methodically investigate all parties' interests. Before the negotiation, all parties were questioned about the virtues and qualities of a successful negotiator, planning the negotiation before engagement (see Appendix II). Thus, the social desirability bias was identified in some instances, particularly after the initial four rounds of

negotiations. How can someone present empathy as a golden rule without exercising it? Finally, this analysis demonstrated the importance of the Structured Negotiation Approach in business negotiations.

FUTURE RESEARCH

Future research should investigate the effects of mediation on Types I, III, and IV negotiations, following Dias (2020). It is encouraged that other forms of Negotiation be addressed in the future. Other forms of alternative dispute resolution, such as arbitrations and minitrials, should also be investigated. In conclusion, the research should investigate buyer-seller negotiations with other nations, which should be compared to the Brazilian Negotiations in additional studies.

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APPENDIX I

PRODUCT	BRL per unit
HUMIRA PEN AC 40MG SOL INJ 0,4ML 2CAN+2 LEN ALCOHOL	1,00
VENCLEXTA 100MG 120CPR REV	2,00
CHLORINE EPIRRUBICINE 2MG/ML SOIL INJ 25ML(G)(H)	3,00
CHLORINE TOPOTECANA 4MG 1F/A 5ML(G)(H)ACCORD	4,00
BONAR 15U 1AMP+DIL 5ML	5,00
HEMAX ERITRON 4000UI 1AMP 2ML	6,00
TRAUM RETARD 100MG 10CPR REV(A2)ACHE	7,00
KYPROLIS 60MG 1FA(H)	8,00
NEULASTIM 6MG/0,6ML 1SER	9,00
PROLIA 60MG 1ML 1AMP	10,00
VECTIBIX 20MG/ML 5ML (H)	11,00
XGEVA 120MG SOL INJ 1,7ML	12,00
ALKERAN 2MG 25CPR	13,00
IMURAN 50MG 100CPR	14,00
LEUKERAN 2MG 25CPR	15,00
PURINETHOL 50MG 25CPR	16,00
XT, ANDI 40MG 120CPR	17,00
ARIMIDEX 1MG 28CPR	18,00
IRESSA 250MG 30CPR	19,00
ZOLADEX 3,6MG DEPOT+SER	20,00
ZOLADEX LA 10,8 MG DEPOT + SER PREENC	21,00
TAGRISSE 80MG 30CPR	22,00
LYNPARZA 150MG 56CPR REV	23,00
IMFINZI 120MG/2,4ML SOL INJ 1F/A 2,4ML	24,00
IMFINZI 500MG/10ML SOL INJ 1F/A 10ML	25,00
GENUXAL 1000MG OF 75ML 1 F/A(H)	26,00
GENUXAL 50MG 50CPR REVEST	27,00
MITEXAN 400MG 20CPR	28,00
NEXAVAR 200MG 60CPR	29,00
XARELTO 20MG 28CPR REVEST	30,00
XARELTO 10MG 30CPR REVEST	31,00
STIVARGA 40MG 84CPR(H)	32,00
XARELTO 15MG 28CPR REVEST	33,00
ARANESP 500MCG/ML SOL INJ 1ML	34,00
CITOPLAX 1MG/ML 50ML 1F/A(H)	35,00
DACARBAZINA 200MG 1F/A(H)	36,00
FEMIGESTROL 160MG 30CPR	37,00
GENCIX 1G IN SOL INJ F/A 50ML(H)	38,00
GENCIX 200MG PO SOL INJ F/A 10ML(H)	39,00
RUBIDOX 50MG 1F/A	40,00
TAXILAN 100MG 1F/A 16,7ML	41,00

PRODUCT	BRL per unit
TREBYXAN 100MG/5ML	42,00
TYSABRI 20MG/ML SOL INJ 15ML	43,00
B PLATIN 150MG SOL INJ 1F/A(H)	44,00
B PLATIN 450MG SOL INJ 1F/A(H)	45,00
EPOSIDO 20MG/ML 5ML 10F/A	46,00
ERITROMAX 40,000IU 1ML 1SER	47,00
ERITROMAX 4000UI 1ML 1F/A(H) TERMOLABIL	48,00
IMUNOGLOBULIN 50MG/ML 100ML 1F/A(H)	49,00
METREXATO 2,5MG 24CPR	50,00
OPDIVO 40MG SOL INJ 1FA 4ML	51,00
SPRYCEL 20MG 60CPR	52,00
YERVOY 50MG SOL INJ 1FA 10ML	53,00
ORENCIA 250MG/ML SOL INJ 1FA	54,00
SPRYCEL 100MG 30CPR	55,00
HALAVEN 0,5MG/ML SOL INJ 1FA 2ML	56,00
ORENCIA 125MG/ML SOL INJ 4SER+DISP+EXTEN	57,00
EQUIPO AIR LL FILTER 15 0.2 RETRATIL INJ 150M PVC EXEMPT	58,00
EXTENSOR LIGA LIFE INFUSAO 0.2MICRA B	59,00
PREDNISONA 5MG 20CPR(G)MEDLEY	60,00
JAKAVI 20MG 60CPR	61,00
KISQALI 200MG 63CPR	62,00
KISQALI 200MG 42CPR REV	63,00
NAVELBINE 20MG 1CPS	64,00
NAVELBINE 30MG 1CPS	65,00
ACTEMRA 162MG/ML INJ 0,9ML 4SER SC(H)	66,00
ACTEMRA 20MG/ML 1F/A 10ML (H)	67,00
ACTEMRA 20MG/ML 1F/A 4ML (H)	68,00
AVASTIN 100MG 4ML 1FA(H)	69,00
GAZYVA VIALS 1000MG/40ML(H)	70,00
HERCEPTIN SC 600MG/5ML 1F/A(H)	71,00
KADCYLA 100MG 1VILLAS	72,00
KADCYLA 160MG 1VILLAS	73,00
MABTHERA 1400MG/11.7ML SC	74,00
OCREVUS VIAL 300MG 10ML	75,00
PERJETA 420MG/14ML 1F/A	76,00
TARCEVA 150MG 30CPR	77,00
TECENTRIQ 1200MG/20ML 1VIAL IV BR	78,00
ESBRIET 267MG 270CPS	79,00
CITRATE Tamoxifen 20MG 30CPR(G)S, ANDOZ	80,00
GABAPENTINA 300MG 30CPR(C1)(G)S, ANDOZ	81,00
ZALTRAP 100MG 1FA 4ML	82,00
KEYTRUDA 100MG/4ML	83,00
ONICIT 0,25MG/5ML 1AMP 5ML(H)	84,00

APPENDIX II

Negotiation Map

Buyer's interests	Buyer's alternatives	Buyer's options	Key parties
<p>Psychological Satisfaction for the well negotiated agreement</p> <p>Material The patient identification receiving the medication must be carried out by the Buyer, and forwarded by Seller, always with the information of the name of the beneficiary, the address, delivery time, and the quantity to be delivered.</p> <p>Procedural All logistics must be carried out for the entire metropolitan region of the city of Rio de Janeiro without any freight cost to the locations listed.</p>	<p>Buying from a competing supplier (BATNA)</p>	<p>To provide (a) oral, (b) injectable, and (c) proper oncology drugs for the manipulation of chemotherapy, and (d) antineoplastic drugs, on behalf and order of the Health Buyer, and the manipulation would be carried out by the Health Buyer or by third parties of the Buyer with its approval, accompanies the merchandise, noting, legibly, the name of the employee or the person who performs these tasks. The Buyer is responsible for paying invoices for the supply of medicines on the agreed date and form of payment.</p>	<p>Buyer and Seller</p> <p>Negotiation place Buyer's facilities</p> <p>Criteria Regularization of Products subject to Sanitary Surveillance (ANVISA)</p>
<p>Seller's interests Peers' recognition and clients' satisfaction</p> <p>Material To sell all the items reported in Appendix I, fulfilling the contract flawlessly</p> <p>Procedural Click or tap here to enter the text.</p>	<p>Seller's alternatives Selling to a buyer's competitor (BATNA)</p> <p>ZOPA (Estimated) from R \$ 3,570 to R \$ 5,000 reais.</p>	<p>Seller's options Seller is responsible for maintaining the appropriate facilities under the standards of Sanitary Surveillance (ANVISA) and other organs and keeping the qualified and adequately trained personnel to perform their functions following Good Practices. Seller delivers the requested medicines at a particular time and place, he Seller should bill the medicines, and Seller should also bill the supplies for use in patients of the agreement with the Buyer, and finally, (b) the Seller should send an invoice monthly with the medicines supplied in the month due 30 days after billing. Seller may renegotiate this after the evaluation of the updated them and discussion with the pharmaceutical industries and Seller for adequacy of the list prices.</p>	<p>Deal Goal/Objective To reach 100% of the items described in Appendix I</p> <p>Metric According to the current legislation, the quantity to be delivered may be fractionated in weekly lots</p> <p>Deadline 2 years of contract, renewable for equal period</p>

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