

Implicit Theories of Negotiation: Developing a Measure of Agreement Fluidity

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Abstract

Negotiation scholars generally model agreement as the terminal “end-point” of the process. From this perspective, parties instantaneously realize their outcomes when agreement is reached. Although this conception may also reflect the understanding of some negotiators (those with what we call a “fixed agreement” mindset), we argue that others actually envision agreement as one step in an ongoing process (what we call a “fluid agreement” mindset). To spur research on this topic, we report initial progress on development of a new measure of *agreement fluidity*. Basic psychometric properties for this measure were established using six correlational samples that demonstrate aspects of both discriminant and convergent validity. Fixed agreement mindset appears to predict important behaviors during and after the negotiation process.

Contracts are set all the time for projects, but once projects begin, the scope may change based on uncovered information. There are discussions on re-scoping the statement of work and expected fees. This is true on both sides- either the resources may change on the client side, information is uncovered on either side, or there are changes to proposed methodology based on new information. (quote from a Study 5 participant)

We went back to the contract and threatened to hold funds and payables from them.

(quote from a Study 5 participant)

These two quotes represent very different views of contracts. The first represents a view that we call a “fluid agreement” mindset; the second, a “fixed agreement” mindset. The first represents a view that negotiated agreements are quite likely to change due to everything from emergent information to changing economic conditions to unforeseen project delays. Change in the agreement is not surprising from this perspective, nor a source of worry. The second represents a view that negotiated agreements are meant to be honored as agreed upon that changes are indeed a source of worry—and possibly reflect a breach of integrity. There is not much tolerance for changing circumstances from this second perspective. This article introduces the concept of agreement fluidity mindset, introduces a scale to measure it, and explores its implications.

The idea of agreement fluidity stands in contrast to most research on negotiation. In almost all negotiation studies (including work published by the authors), researchers focus on specific terms of the deal

reached by the parties (Bazerman, Curhan, Moore, & Valley, 2000; Pruitt & Carnevale, 1993), reflecting a basic presumption that once agreement is struck, the process ends and the parties have fully realized the outcomes of that process. Although referenced at least as far back as Rubin and Brown (1975), Thompson (1990) more fully established the present convention of measuring negotiation performance through indices of outcomes that are fully and finally fixed at the time of agreement. The primary research question since then has been: how do people manage the process to reach this presumed endpoint? Final agreements matter because they are believed to reflect mutual understanding of all parties *and* govern future actions; once a deal is made, what happens is set and negotiations are over. As a result, as Pruitt and Carnevale (1993) put it, “we are woefully ignorant about the post-negotiation period” (p. 201), an omission that has continued to persist in the literature (Jang, Elfenbein, & Bottom, 2018).

This intense focus on deals-as-endpoint both reflects and complements the most common methodological approaches to the study of negotiation—laboratory experiments with subjects engaging in simulated negotiations (Jang et al., 2018). With the exception of those few studies that directly focus on the phenomenon of friends negotiating with each other (Sondak, Neale, & Pinkley, 2000), the negotiating parties in these simulated processes neither meet before the start of the negotiation nor see each other after the deal is done. Even in the exceptional case of friendship research, the outcomes of the process have been measured and interpreted as ending at the point of agreement. For example, Fry, Firestone, and Williams (1983) concluded that the dating couples in their laboratory experiment realized worse “profits” from their negotiation because the joint sum of the payoff point totals in their agreements fell short of the joint sum of payoff point totals reached by stranger dyads. Even where there is clearly an ongoing relationship—as is true of dating couples—the outcomes of the negotiation process were treated as fully set when the agreement was reached. This truncated focus presumes that once an agreement has been made, terms are fixed—all future payments, behaviors, rights, and obligations have been secured. (For a few recent exceptions to the lack of focus on what happens postnegotiation, see Campagna, Mislin, Kong, & Bottom, 2016; Mislin, Campagna, & Bottom, 2011; Malhotra, 2009;.) This assumption about the influence and enforceability of negotiation outcomes is, indeed, the basis of American contract law (Pannone, 2015).

Any number of real-world cases, and the entirely separate literature on contract theory (Hart, 2017), provide another perspective on negotiated agreements—that a concluded deal may not be the end of negotiation, but simply one step in an ongoing process. For example, in American labor relations, much time is devoted to negotiating highly detailed three-year contracts with clauses that govern every facet of factory operations. Should a dispute arise (they often do), such contracts mandate arbitration so that direct renegotiation is not possible. Because devotion to fixed, rigid contracts can be inefficient, forward-thinking companies with good labor relations are trying to shift the focus away from fixed rules to focus instead on a more malleable approach to dispute resolution. The term applied to this notion is “living contract,” recognizing that adjustments are inevitably needed after parties sign. As explained by McKersie and Cutcher-Gershenfeld (2009, p. 506) “some relationships feature living agreements with continuous resolution of most issues and periodic reopeners on wages and other financial matters. These long-term and ‘living contracts’ are an institutional innovation in labor–management relations that may have broader applicability in other domains in the coming years as . . . negotiated agreements become more dynamic.” Some companies have sought to reduce the expected rigidity of labor relation contracts, since issues should be assessed as circumstances change, not regulated by a thicket of a priori rules.

Likewise, in the face of increasing competition, risk, and fluidity of the economic environment, some industries appear to find it difficult or impossible to anticipate all contingencies needed to make a fixed approach to contract work. In the energy industry, for example, where highly volatile oil prices coupled with heightened competition for the acquisition of potential reserves have increased uncertainty and a need to form joint ventures, it is difficult to agree on a priori profit sharing among partners until likely profitability can be accurately estimated. As another example, large-scale construction projects often involve unexpected delays that change costs and require project modification throughout execution. Even if exact changes to a contract are not specified a priori—even if you are just trying to anticipate

what changes in circumstances might trigger a need for change—there are still many “unforeseeable uncertainties” (Sommer & Loch, 2009). In business life, major changes happen with economic shifts, regulatory changes, and organizational mergers; what factors will cause a need for change are often difficult to anticipate. Agreement fluidity represents an expectation of change beyond that which can be readily formulated in a contingent contract.

Just as context may require different levels of contract certainty or flexibility, individuals vary in how they think about contracts. In this article, we propose that people differ in their understanding of the fluidity of negotiated agreements. Moreover, which approach (i.e., fixed or fluid view of agreements) negotiators take may affect how they prepare for and enact their negotiation strategy as well as what happens after a negotiation. Misunderstanding may escalate into disputes during the implementation of a deal if expectations diverge.

In what follows, we first advance the theoretical logic for the new construct of *agreement fluidity*, then we describe the process we used to develop a scale of agreement fluidity intended to capture individual differences regarding agreement mindset. We next describe six studies that initiate the process of establishing convergent and discriminant validity for this scale within a nomological network of related and relevant constructs. Three of these studies drew samples from the U.S.A., and three from China. We started with a U.S. sample but also wanted to include data from a very different non-Western culture to ensure that the construct was not specific to just one context. Finally, we describe the implications of agreement mindset and future directions for the study of agreement fluidity in negotiation science.

Theory

Fixed versus Fluid

The foundation of our work derives from two distinct sources. Contract theory (Hart, 2017) stresses the difficulty of addressing all relevant contingencies in negotiated agreements. Such theory identifies the substantive issue that few agreements can truly anticipate all future changes. The second source is the work investigating particular aspects of implicit theories of the social world held by the general public. Dweck and colleagues investigated a range of widely held “entity theories” beginning with conceptions of intelligence. These “implicit theories” suggest that there is considerable individual-level psychological variation in how much people believe that things such as intelligence, relationships, groups, and abilities are fixed (vs. malleable) in nature. Contract theory explores why negotiated agreements may not actually be fixed, and entity theory explores how people bring their own expectations about malleability to negotiations.

According to contract theory (Hart, 2017), most agreements are “incomplete” leaving gaps in coverage that must be addressed and reconciled by the parties as they implement the terms over time. There are just too many variables for everything to be known or anticipated in a contract—renegotiation is often a fact of life. This view of contracts suggests something closer to the living contract idea that has emerged in labor relations, as discussed above.

While contract theory identifies contract incompleteness as a natural part of contracts, suggesting some tolerance for fluidity, it also suggests ways to lessen incompleteness—the use of contingent contracts (Salanié, 2005), which represents an a priori attempt to stipulate how uncertainty will be managed during implementation. A drafting technique, contingent contracts address a source of uncertainty or risk that at least one of the parties recognizes will significantly alter the balance of costs and benefits as they execute terms of the deal. The two parties seek to establish exactly how each will respond when and if different events occur. That is, contingent contracts seek to mitigate, shift, or share risk where there is uncertainty, by anticipating relevant events and mapping out how each event (e.g., future interest rate changes, delayed delivery of material) would change each party’s obligations under the contract. This drafting process can culminate in very long and detailed written contracts that require considerable time to construct (Anderlini & Felli, 1999). Taken to its logical end, this approach presumably decreases any

need for subsequent change in the contract because it specifies any adjustments that might be needed. A comprehensive contingent contract obviates the need for agreement fluidity. But contract theory also recognizes that fluidity may still be inevitable. Fluidity is necessary because novel unanticipated circumstances emerge, because the degree of change can be beyond the bounds of what was imagined in preparing the contract, and because the time and expense of drafting a contract that anticipates all contingencies can be just too costly (in terms of time, conflict, and legal expense) to be worthwhile.

A second conceptual foundation for agreement fluidity is the work by Dweck and her colleagues on important aspects of people's implicit theories about the social world. They (Chiu, Hong, & Dweck, 1997; Dweck & Leggett, 1988; Elliott & Dweck, 1988) argue that while some people perceive personal abilities to be fixed (i.e., they hold an *entity theory* of abilities), others see them as malleable (i.e., they hold an *incremental theory* of abilities). These theories are implicit and rarely consciously articulated, but they have powerful effects on attitudes and behavior. Entity theories lead to a focus on performance goals, since achievement reinforces self-perceptions of skill and competence, while incremental theories lead to a focus on learning goals that foster change and self-improvement. As a result, incremental theorists are more comfortable putting themselves in challenging situations (after all, learning is good and natural), but entity theorists prefer situations that are certain (a bad outcome, to them, is a signal that one is inherently incapable, rather than simply being at the start of a long learning process; Hong, Chiu, Dweck, Lin, & Wan, 1999). Implicit theories structured along related lines have also been investigated regarding groups (Rydell, Hugenberg, Ray, & Mackie, 2007), relationships (Knee, 1998), and negotiation skills (Kray & Haselhuhn, 2007), to name a few. Each of these domains of implicit theory (abilities, groups, relationships, negotiation skills) are distinct—someone may see abilities as fixed, for example, but see groups as malleable. See Burnette, O'Boyle, VanEpps, Pollack, and Finkel (2013) for a meta-analytic review.

We should be clear that our notion of agreement fluidity differs from a previous theory about negotiator skills proposed by Kray and Haselhuhn (2007). Although both concern negotiation, Kray and Haselhuhn focus on one specific ability—the ability to negotiate well. They argue that some people believe negotiation skills to be immutable (they are negotiation skill entity theorists), but others believe they are capable of cultivation and development (they are negotiation skill incremental theorists). Consistent with the application of implicit theory in other contexts, they argue that an incremental negotiation perspective should lead to persistence in the face of barriers and enhanced value creation, whereas those with an entity mindset will not be so persistent (Kray & Haselhuhn, 2007). Their focus is not on the malleability of the product of a negotiation but of the malleability of the skill negotiators use when they attempt to put together an agreement. What we are proposing is an implicit theory regarding the malleability of the *negotiated agreement* itself, not malleability of skills of negotiators.¹ Thus, we specifically refer to an “agreement” in our label, calling the measure “agreement fluidity,” with those on one end holding a “fixed agreement mindset” and those on the other end holding a “fluid agreement mindset.”

We also distinguish between agreement fluidity and the idea of transactional versus relational negotiations. Gelfand, Major, Raver, Nishii, and O'Brien (2006) argue that aspects of the relationship influence all stages of the negotiation process, such as whether you are negotiating with a friend or a stranger and whether a negotiated outcome builds relational capital going forward. From this perspective, relationality is distinct from the idea of whether agreements are fixed or fluid—relational elements are present in all negotiations. Another view of relationality contrasts transactional “deal making” with relational “dispute resolution” (Adair & Brett, 2005). For both, the goal is still to come to an “agreement,” and there has not been much attention paid to whether the parties see that agreement as fixed or fluid. Whether for transactional deal making or relational dispute resolution, there remains a question of whether the agreement

¹While it is plausible that people hold an underlying belief that *all things* are fixed or malleable (including both people and deals), the two are likely distinct. That is, belief systems regarding the origin of negotiation skills reflect something quite distinct from whether negotiators believe that a deal once signed is open to revision.

is seen as fixed or fluid. Lastly, some have pointed out that there may be “relational contracts” without any necessity for an explicit statement articulating the terms. Implicit “relational” contracts (Macneil, 2000) depend upon norms and trust. In this article, we focus on those cases where parties do reach an explicit agreement, addressing whether they expect that deal to be stable or fluid. Our concern with agreement fluidity is not whether the agreement is transactional or relational, but whether it is expected to be malleable or fixed.

Need for Closure

One construct that has been seen as related to entity theories is need for cognitive closure (NFC). NFC is the epistemic motivation to resolve sources of uncertainty quickly (Kruglanski, Webster, & Klem, 1993). Those scoring highly in NFC are uncomfortable with uncertainty, tending to make quick decisions to end the discomfort they feel from that (indeed, one dimension of NFC is “discomfort with ambiguity”). They prefer situations that provide greater predictability (Kruglanski & Webster, 1996; Kruglanski et al., 1993; Webster & Kruglanski, 1994). One study showed that when subjects faced a decision-making task with an uncertain outcome, high NFC individuals experienced subjective stress, high levels of arousal, and higher blood pressure, while low NFC individuals experienced no such effects (Roets & van Heil, 2008).

This tendency to score highly on NFC may be related to a pattern of entity beliefs. As Dweck points (1996) out, “entity theorists’ belief in a relatively simpler reality – one that may afford rather rapid closure – suggests the possibility that, relative to incremental theorists, they may exhibit greater need for closure, a lower uncertainty orientation, a lower need for cognition, and a greater need for structure in the relevant domain.” (p. 87–88). That said, the two constructs are different. NFC is a tendency to shape cognitions to accommodate a need for resolution, while entity theories are about beliefs in malleability of abilities, groups, relationships, and so on. To ensure that the two were distinct, Levy, Stroessner, and Dweck (1998) included a measure of NFC, finding that there was a moderate-level relationship between this measure and implicit theory of intelligence ($r = -.31^{**}$). Following Dweck’s logic, we also include NFC in some of our studies to ensure that our concept of agreement fluidity is distinct from that trait. As the quote from Dweck suggests, we might expect some correlation between these two measures, but since the concepts are distinct, we expect that to be modest.

Effects of Agreement Fluidity on Negotiation Processes

We anticipate that negotiators with a fixed agreement mindset will behave quite differently than those with a fluid one. We divide our predictions about impact of agreement fluidity into prenegotiation effects, during-negotiation effects, and postnegotiation effects. As the first stage of concept development, we brainstormed ways that negotiators might act differently based on being more (or less) fixed in their views of agreements. We focused on preparation for negotiation, comprehensiveness of the contract, and postdeal monitoring of the other party’s compliance and satisfaction. As will be discussed below, postdeal monitoring was included because negotiators who believe that a contract is fixed and unmalleable are likely to expect that the other party will not seek changes nor resist deal implementation, making it less necessary to be concerned with their postdeal satisfaction.

Prenegotiation

A feature of negotiation likely to change in accordance with agreement fluidity perspectives is the time invested in prenegotiation preparation. Prescriptive work on the negotiation process generally advises anyone contemplating a negotiation to devote time and effort to consider own and other’s preferences, alternatives to agreement, potential threats, and standards of legitimacy (Fisher & Ertel, 1995). In practice, parties vary widely in how much advance work they actually do before engaging the counterpart

directly (Jang et al., 2018). A fixed agreement mindset should enhance the felt need to anticipate remote possibilities, since this represents the singular opportunity (for those holding a fixed mindset) to establish terms, increasing the stakes for being fully prepared. In contrast, those with a more fluid agreement mindset will anticipate a higher likelihood of later adjustments. They should prepare sufficiently to cover current circumstances, but without as much worry over the need to prepare for all possible future contingencies.

Hypothesis 1: Negotiators with a more fixed agreement mindset will spend more time preparing for their negotiations.

During Negotiation

Negotiator who holds a more fixed agreement mindset should prefer longer contracts that are more detailed. If you do not expect a deal to be a “living” contract, then it will need to be longer with more details spelled out given the need to anticipate and specify all possible contingencies in the agreement. In contrast, a more fluid agreement mindset should lead negotiators to believe that changes can be managed as and when needed through open discussions focusing on what makes sense, rather than what is spelled out in the contract. In labor relations, living contracts reduce the need to produce detailed documents, since negotiators can resolve new issues as needed. In China, a place where contract changes are not unusual, it is common to work from a broad memorandum of understanding, rather than a detailed contract (Harris, 2014). We would expect therefore that fixed agreement mindset negotiators are more likely to strive to work out every possible detail of a contract, while those with a more fluid mindset will need only general terms.

Hypothesis 2: Negotiators with a more fixed agreement mindset will expect to have more detailed agreements than those with a more fluid agreement mindset.

Postnegotiation

Agreement fluidity is likely to affect how the parties relate to each other postagreement. Consider two extremes—someone who is highly fluid and someone who is highly fixed. A fixed mindset leads one to expect that a deal once made is a deal that stays in place, and will remain unchanged—the agreement will stick. Moreover, since this is how one believes agreements work overall (the items ask about one’s belief about what is typically done in negotiations, not about personal preferences or values), a fixed mindset should lead negotiators to expect that the other party will see the terms as fixed and immutable as well. Therefore, fixed agreement mindset negotiators should perceive low uncertainty in the postnegotiation phase. By contrast, a fluid mindset leads one to expect that the deal initially formed may evolve as circumstances change—the terms may not stick. Moreover, a fluid mindset should lead negotiators to expect that the other party will see the terms as fluid as well—the other party is likely to change the terms, or not comply with the terms, postnegotiation. Therefore, fluid agreement mindset negotiators should perceive high uncertainty in the postnegotiation phase, due in large part to the expectation that the other party may want to change or bypass the agreement. For the fixed mindset negotiator, the future is relatively certain; for the fluid mindset negotiator, the future is relatively uncertain, and a major source of that uncertainty is the other party. Thus, concerns with and attention to the other party are likely to differ for negotiators with different mindsets.

As we know from research on decision-making, uncertainty creates more frequent monitoring of the environment (McGee & Sawyerr, 2003), especially those areas that are seen as more critical (Daft, Sornunem, & Parks, 1988). Even at a biological level, we see that uncertainty is associated with increased pupil size, an indicator of more intense cognitive processing and attentiveness (Geng, Blumenfeld, Tyson, & Minzenberg, 2015). If people recognize a source of uncertainty, they will be vigilant for changes and are on heightened alert. In a negotiation context, if a key source of uncertainty is the other party, there is

an incentive to watch them more carefully after an agreement is made. We expect two factors might be especially critical to monitor—the other party’s satisfaction with the deal (since dissatisfaction would be a precursor to the act of noncompliance with the deal) and actual compliance with the deal. While contract breaches may occur even when one expects contracts to be rock-solid, the perceived likelihood of such changes should be higher for those with a fluid agreement mindset, making monitoring more important than for those with a fixed mindset.

Hypothesis 3: Negotiators higher in fixed agreement mindset will see less need to monitor the behavior and satisfaction with a deal postnegotiation.

Overview of Studies

Study 1 reports scale development, testing whether the items in this new scale for agreement fluidity differ from two existing entity theory scales, and whether the scale predicts relevant aspects of the negotiation process. These steps were taken with a US sample in Study 1 and then confirmed with a Chinese sample in Study 2. In studies 3 and 4, we add a measure of NFC, to ensure that agreement fluidity is not simply replicating NFC, with samples from the U.S.A. (Study 3) and China (Study 4). In studies 5 and 6, we add experience with deal changes, which we expect to be associated with agreement fluidity, and asked for qualitative information about the kinds of situations that led to changes in agreements, for a US sample (Study 5) and a Chinese sample (Study 6). For all studies, we included the same measures of pre-, during-, and postnegotiation behaviors. Finally, to make sense of the overall patterns, we analyze the results from all six studies together in the final section of the paper. This aggregated analysis provides the most reliable results—we consider these aggregated results to represent our main findings and encourage readers to focus on these rather than results from each sample. *Because the most reliable results are the aggregated results, we devote less attention to discussing individual study results.* Correlation tables for all six studies are included in Appendix.

Scale Development (Study 1)

We began scale development² by carefully considering the basic propositions of our two sources—contract theory (Salanié, 2005) and Dweck’s work on implicit theories. With attention to the overarching structure of implicit theory measures (Chiu et al., 1997; Dweck, 2000), we collectively brainstormed a set of 22 items that would fully capture the concept of fluid versus fixed views of agreements. Items were evaluated on a 5-point scale from 1 = *disagree* to 5 = *agree*. Of the 22 items, 11 assessed a fixed (i.e., entity) belief in agreement fluidity (e.g., “You can count on the fact that once a deal has been signed, it will remain unchanged”), and 11 assessed a fluid (i.e., incremental) belief (e.g., “it is common for negotiators to demand changes even after a contract has been signed”). To respond to these items, we solicited 203 respondents through mTurk, paying them each \$1.50 (118 male and 85 female; $M_{\text{age}} = 32.81$, $SD = 11.65$) for their contribution. We factor-analyzed the correlation matrix of all agreement fluidity items using maximum likelihood estimation. Parallel analysis (Horn, 1965) and a scree plot both indicated that a single common factor solution fit best. This factor explained 36% of the variance (eigenvalue = 7.87); the next three common factors explained 9%, 7%, and 6% of the variance, respectively. Of the original 22 agreement fluidity items, 10 had factor loadings greater than .40 (as recommended by Stevens, 1992). Nine of these 10 items were statements expressing the validity of a “fixed” agreement mindset.

²Methods for scale development are discussed in Clark and Watson (1995), DeVellis (2003) and Hinkin (1995).

Table 1
Fixed Agreement Mindset Scale (Study 1). Higher score is more "fixed"

Item	Initial factor loading	Item-total correlation	CFA item loading
1. A typical negotiator will stick exactly with the terms laid out in the agreement, regardless of changing circumstances	.61	.59	.62
2. One can depend on the fact that once a deal has been signed, it will remain unchanged	.61	.62	.65
3. Once a deal has been agreed upon, there is not really much you can do to change it	.72	.68	.75
4. Once the agreement is reached, it will not be changed	.77	.72	.80
5. Even though you may learn new things about your situation, you still can't change the basic terms of a deal you negotiated	.57	.54	.61
6. Once the implementation of an agreement begins, it is not typical for either side to raise new issues	.53	.51	.53
7. Once a deal is signed, there is no need to determine the other party's level of satisfaction, since the deal has been signed (Note: Removed in final scale)	.61	.58	
8. After an agreement has begun to be implemented, the deal is done and both parties are obligated to ask for no further concessions	.79	.72	.74
9. After an agreement has begun to be implemented, either party may still ask for further concession if they are dissatisfied (R) (Note: Removed in final scale)	.61	.57	
10. Successful negotiated agreements are viewed as complete, and thus, no further revisions should be necessary after an agreement has been made	.65	.61	.64

These items (see Table 1) were initially retained to comprise the scale. However, in later studies, inclusion of the single “fluid” agreement mindset item (which was reverse-scored) decreased internal consistency. In some cases, this decreased coefficient alpha for the overall scale below .70. For that reason, we eliminated that discrepant item. In addition, reviewers correctly noted that item 7 differed qualitatively from the other items, since it referenced postnegotiation consequences of a fixed agreement mindset, rather than holding a fixed agreement mindset. To avoid conceptual confusion, we dropped this item as well (all results are the same with or without this item included). The result is an 8-item scale with a coefficient alpha of .87. Higher scores on the measure represent holding a more “fixed” negotiated agreement mindset. As with existing scales for intelligence (Dweck, 2000), group (Rydell et al., 2007), and negotiation skill entity theories (Kray & Haselhuhn, 2007), the scale has one factor³ comprised of a similar number of items (the scale for intelligence entity has eight items; the scale for group entity has seven items; the scale for negotiation skills has seven items). Confirmatory factor analyses on this single-factor model indicated satisfactory fit with the data ($\chi^2 = 39.59$, $\chi^2/df = 1.98$, RMSEA = .05, Non-Normed Fit Index [NNFI] = .95, Comparative Fit Index [CFI] = .97).

³In Dweck’s initial scale, there were two dimensions, but in most uses of this scale, including Dweck’s own work, the two dimensions are collapsed into one scale. In a meta-analysis of the implicit theories of intelligence and academic achievement (Costa & Faria, 2018), each study is identified as either collapsing the two dimensions into one or retained as two separate dimensions. Of the 45 studies aggregated, 35 collapsed the scale into one dimension. So entity theories of intelligence are most commonly treated as one dimensional.

Results

Discriminant Validity

In addition to the fixed agreement mindset items, we included two implicit theory scales that could be related to fixed agreement mindset. These included entity theories of intelligence (using Dweck's 8-item scale; Dweck, 2000) and groups (4 items; Rydell et al., 2007). Confirmatory factor analyses on the 3-factor model with the focal variables fit the data well ($\chi^2 = 381.31$, $\chi^2/df = 2.28$, RMSEA = .07, NNFI = .91, CFI = .92). This model fit the data better than alternative models where the following were combined: (a) fixed agreement mindset and entity theories of intelligence ($\Delta\chi^2 \Delta(2) = 534.00$, $p < .001$); (b) fixed agreement mindset and entity theories of group ($\Delta\chi^2 \Delta(2) = 292.65$, $p < .001$); and (c) all 3 variables as a single factor ($\Delta\chi^2 \Delta(3) = 651.51$, $p < .001$), indicating a measure that has a degree of discriminant validity relative to other entity theories. Fixed agreement mindset had modest but positive correlations with entity theories of intelligence ($r = .21$, $p < .003$) and groups ($r = .26$, $p = .001$).⁴ The correlation with these "fixed" entity theories is in the directions one would expect, but the magnitude further indicates that this new scale measures a unique construct.

Convergent Validity

In our survey, we asked participants to respond to four questions about negotiation behavior that we expected to relate to a fixed agreement mindset. The items and correlations appear in Table 2. Looking at items concerning prenegotiation planning, we can see support for the idea that those scoring higher in a fixed agreement mindset are less likely to forego planning (item no. 1, Table 2). Looking at items concerning the process of negotiation, those with a more fixed agreement mindset are more likely to want to work out every detail of an agreement (item no. 2). Looking at items about postnegotiation processes, those with a fixed agreement mindset are less likely to worry about postnegotiation relationships (items no. 3 and 4). Together, these results suggest that our measure of agreement fluidity predicts some negotiation behaviors, but the clearest picture of the relationships can be seen in the combined analysis of all six studies, reported below.

Chinese Sample (Study 2)

We collected data from a sample of respondents in China to assess whether the scale might be culturally specific to the initial U.S. sample. This second sample included 138 managers in the Hangzhou area, who were completing graduate business training. They completed responses to a paper-and-pencil survey. No payment was provided to them for this work. Participants completed the same survey items as our Study 1 mTurk sample, although they completed only the 10 items in our provisional Fixed Agreement Mindset scale, rather than the full set of items that we initially brainstormed. All items were first translated from English, then back-translated to check for fidelity (Brislin, 1986). The Hangzhou region is noted for having many private (vs. state-owned) enterprises. For this sample, the mean age was 31, and exactly half were female. Scale alphas were .91 (fixed agreement mindset, 8 items), .92 (intelligence mindset), and .80 (group entity mindset). Confirmatory factor analyses on just this single-factor model of agreement fluidity indicated satisfactory fit ($\chi^2 = 30.33$, $\chi^2/df = 1.12$, RMSEA = .03, NNFI = .99, CFI = .99).

⁴We did not collect data on entity theories of incremental negotiation in our original study, but in response to a reviewer request, we subsequently collected a separate sample of 82 respondents on mTurk that included our 8-item scale for agreement fluidity ($\alpha = .91$) and the 8-item scale for entity theory of negotiation skills (Kray & Haselhuhn, 2007; $\alpha = .87$). The correlation between the two scales was $r = .28$ ($p = .01$), indicating a correlation that was similar to that between agreement fluidity and other entity mindset scales in Study 1—a level that is modest and shows that agreement fluidity does not replicate Kray and Haselhuhn's scale.

Table 2
Correlations with Fixed Agreement Mindset Scale for Studies 1–6

	Correlation with fixed agreement mindset scale						Regression
	Study 1 n = 203 U.S.A.	Study 2 n = 138 China	Study 3 n = 71 U.S.A.	Study 4 n = 200 China	Study 5 n = 154 U.S.A.	Study 6 n = 173 China	
Before negotiation							
1. When preparing for a negotiation, it is not necessary to do very much planning since circumstances will likely change anyway	-.19* (p = .01)	.03 (p = .73)	-.05 (p = .66)	.12 (p = .10)	.08 (p = .32)	.03 (p = .66)	B = -.01 (p = .80)
During negotiation							
2. It is crucial to work out every last detail of an agreement before signing the deal since it will stand once the agreement is made	.50* (p = .00)	.54* (p = .00)	.20 (p = .10)	.31* (p = .00)	.34* (p = .00)	.24* (p = .00)	B = .54* (p = .000)
Postnegotiation							
3. After making a deal with someone, I believe it is important to follow up with them later to determine whether they are satisfied with the agreement	-.27* (p = .00)	-.20* (p = .02)	-.34* (p = .00)	.13 (p = .07)	-.25* (p = .00)	.01 (p = .98)	B = -.20* (p = .000)
4. After making a deal, there is no need to monitor the other party to make sure they will follow through since you can be sure that they will adhere to the terms as specified in the agreement	.33* (p = .00)	.25* (p = .00)	.26* (p = .03)	.22* (p = .00)	.27* (p = .00)	.24* (p = .00)	B = .38* (p = .000)
Need for closure scale							
Experience with change			.17 (p = .15)	.18* (p = .01)	.15 (p = .06)	.25* (p = .00)	B = .13* (p = .000)
In your experience, has the other party ever changed the terms of a signed agreement after the agreement was signed?					-.28* (p = .00)	-.25* (p = .00)	B = -.32* (p = .000)
In your experience, has there ever been a need for your organization or those you represent to change the terms of a signed agreement after the agreement has been signed?					-.38* (p = .00)	-.14 (p = .07)	B = -.31* (p = .000)

Note: DV was each predictive item, with fixed agreement mindset as a predictor, along with dummy variables for studies 1–5. See text for further explanation. *p < .05.

Analysis

Discriminant Validity

Confirmatory factor analyses on the 3-factor model (fixed agreement mindset [8 items], entity theory of intelligence, and entity theory of groups) with the focal variables also fit the data well ($\chi^2 = 289.06$, $\chi^2/df = 1.73$, RMSEA = .07, NNFI = .92, CFI = .93). This model fit the data better than alternative models where the following were combined: (a) fixed agreement mindset and entity theories of intelligence ($\Delta\chi^2 \Delta(2) = 869.04$, $p < .001$); (b) fixed agreement mindset and entity theories of groups ($\Delta\chi^2 \Delta(2) = 258.04$, $p < .001$); and (c) all 3 variables as a single factor ($\Delta\chi^2 \Delta(3) = 1,096.00$, $p < .001$), indicating a measure that has a degree of discriminant validity relative to other implicit theories. Correlations between fixed agreement mindset and entity theory of intelligence ($r = .12$, $p = .18$) and entity theory of groups ($r = .10$, $p = .25$) were not significant. From these results, we conclude that our scale does not replicate existing measures or constructs for Chinese subjects.

Convergent Validity

Unlike the Study 1 findings, we observed no relationship between fixed agreement mindset and prenegotiation planning (see Table 2, item no. 1), but did find relationships with how these respondents negotiate and how they manage the deal postnegotiation. Scoring higher on fixed agreement mindset is associated with an increased desire to work out every detail (item no. 2). We also found that a fixed agreement mindset was associated with less concern with the postagreement satisfaction and compliance of the other party (items no. 3, 4). Again, within this sample, fixed agreement mindset is associated with negotiation strategies, but the clearest picture of the relationships can be seen in the analysis of the six studies combined, reported below.

U.S. Working Manager Sample (Study 3)

Having established basic measurement properties of our scale in Studies 1 and 2 (including aspects of both convergent and discriminant validity, in both a U.S. and Chinese sample), in the studies that follow we added a measure of NFC, in order to ensure that our measure does not simply establish an alternative measure of that construct. In order to do that, we collected data from executive MBA students at two universities in the U.S.A. Students were asked to respond as part of their participation in a negotiation course, although this topic was not covered in either class. Seventy-one students did respond (36 from 1 university and 35 from the other). Demographic data were available for those from one university ($n = 36$). Among those students, 75% were male with median age of 36. In this survey, we included the before-, during-, and postnegotiation process items included in studies 1 and 2, as well as 15 items from Kruglanski, Atash, DeGrada, Mannetti, and Pierro (2013, $\alpha = .80$)⁵ that measure need for closure. Scale alpha for agreement fluidity was .77.

Analysis

Relationship with Negotiation Processes

Neither of the items concerning the prenegotiation and negotiation phases correlated significantly with fixed agreement mindset. However, postnegotiation responses correlated in a pattern similar to that found in Study 1. Those higher in fixed agreement mindset were less likely to focus on follow-up with the other party postnegotiation (Table 2, item no. 3), and to feel a need to monitor them postnegotiation (item no. 4). See Table 2, and see the analysis of the six studies combined, reported below.

⁵This shortened version was provided by Kruglanski (personal communication).

Need for Closure

Need for closure was not correlated with fixed agreement mindset, suggesting that our measure is conceptually distinct from NFC. See Table 2.

Sample from Central China (Study 4)

To test for cross-cultural generality, we replicated Study 3 with data collected from respondents in the city of Wuhan in China. We should note that Hangzhou (where we collected responses in Study 2) is somewhat unusual within China (it has many private companies and is less traditional than much of noncoastal China), while Wuhan represents a more traditional region presumably less directly impacted by global business practices. We collected data from part-time MBA students at one university. Responses were provided on paper surveys, without any payment for the work. This sample comprised 199 respondents, averaging 31 years of age including 94 females and 104 males. Items covered were the same as in Study 3. Scale alphas were as follows: NFC (.69) and fixed agreement mindset (8 items; .75).

Analysis***Relationship with Negotiation Processes***

We found a similar relationship between fixed agreement mindset and negotiation behavior as we observed in studies 1 and 2, with a fixed agreement mindset being associated with a higher need to work out every detail (Table 2, item no. 2). As with all previous studies, those with a fixed agreement mindset reported a decreased need for postnegotiation monitoring of the other party for compliance, as compared to those with a fluid agreement mindset (Table 2, item no. 4), but there was not a significant correlation with postnegotiation concern with the other party's satisfaction (Table 2, item no. 3). Counter to Study 1 and our expectations, but consistent with studies 2 and 3, a fixed agreement mindset was not associated with depth of prenegotiation planning. For the clearest picture of the relationships, see the analysis of the six studies combined, reported below.

Need for Closure

NFC was associated with fixed agreement mindset ($r = .18, p = .004$), with those higher in NFC more likely to express a fixed view of agreements. This modest correlation suggests that agreement fluidity is distinct from NFC, though perhaps the disposition of NCF may influence perceptions of agreement fluidity. See Table 2.

Personal Experience and Qualitative Data (Studies 5 and 6)

We collected two additional data sets—one from the U.S.A. and one from China—that incorporated additional items assessing personal experience with deal changes and asking respondents to describe deals that had changed. To further clarify and verify our results from studies 1–4, we retained the items included in prior studies. Study 5 included 154 managers and executives solicited through contacts at two U.S. universities (mean age = 40; 13% female). Study 6 included 173 MBA students from a university in Western China (mean age = 31; 43% female).

The additional items concerned direct personal experience with changing contracts. We asked “In your experience, has the other party ever changed the terms of a signed agreement after the agreement was signed?” and “In your experience, has there ever been a need for your organization or those you represent to change the terms of a signed agreement after the agreement has been signed?” (1 = no; 2 = maybe; 3 = yes) We then asked for an open-ended description, “If ‘yes’ please explain the circumstances and how your organization responded.”

We wanted to explore these reports of experiences with negotiation since it is not certain that our study participants truly experience the kinds of reopening of agreements that contract theory anticipates should exist. This allows us to confirm that such changes are present and to see a broad sample of the kinds of circumstances that trigger agreement changes. Moreover, we would expect that experience with changes would be negatively associated with fixed agreement mindset. Finding this correlation would further support the convergent validity of our scale.

Analysis

Relationship with Negotiation Processes

Consistent with our first studies, prenegotiation preparation was not associated with fixed agreement mindset (scale alpha was .77 in Study 5 and .71 in Study 6) for either sample. Higher levels of fixed agreement mindset were related to desire to work out every detail of a contract ($r = .34$, $p = .00$ for the U.S. sample; $r = .24$, $p = .00$ for the China sample). Postnegotiation, fixed agreement mindset was associated with a decreased need to monitor the other party ($r = .27$, $p = .01$ for U.S.A.; $r = .24$, $p = .01$ for China) and negatively related to needing to follow up with the other party, but only for the U.S. sample ($r = -.25$, $p = .00$). See the analysis of the six studies combined, reported below, for a comprehensive assessment of these relationships.

Need for Closure

NFC (alpha = .75 for the U.S. sample; alpha = .89 for the Chinese sample) was related to fixed agreement mindset (although the result for U.S. sample was only marginally significant at the $p = .06$ level), but these associations were modest, further supporting the idea that NFC and agreement fluidity are distinct constructs. To the degree that there is an association, NFC is associated with a more fixed view of agreements, as we might expect.

Experience with Change

The newly added measures of personal experience with change were negatively and significantly correlated with fixed agreement mindset, for both the U.S. and Chinese samples. These results suggest that those who have lived through agreement changes have a less fixed view of agreements.

Qualitative Data

U.S. respondents provided a rich set of responses about situations where change was requested following agreement and the signing of a contract. Of the 142 U.S. respondents, 70 provided a description of the circumstances and their organization's response. Of the 162 Chinese respondents, 35 provided a description of the circumstance and how their organizations reacted. The responses from the Chinese study were less frequent, and less detailed, though perhaps because those respondents were younger than the U.S. respondents were. We extracted responses from three questions: (a) What was asked to be changed? (b) What was the reason for the change request? and (c) What was the response to the change request? For responses to the second and third questions, we listed the number of times a similar comment was made and listed all comments. We then organized them into broader categories. See Tables 3 and 4.

Study 5, U.S. Responses

The most common reason given for a change request to a prior agreement (see question 1 above) was that a new situation arose. The reasons varied from changes in industry economics, to a merger, to changes in corporate policy. Clearly, a wide variety of factors arise that can trigger a need for change. Six respondents mentioned that, for them, changes of this sort were frequent. A smaller,

Table 3
 Classification of Open Ended Responses about Change in Study 5: U.S. Sample

Targets for change requests	Reasons for change request	Approach to request
<i>This list is general, not an actual count – many respondents were not specific on this.</i>	New Situation	Accommodating
Price Amount	New Details Emerge (5)	Complied to Keep Relationship (9)
Making Payment	Industry Economics Changed (4)	See if Possible (2)
Project Scope	New Information (4)	Allow (3)
Structure of Contract	New Regulatory Environment (2)	Bite our Tongue (2)
Add Products	Project Delays (2)	Addendum to Contract (2)
Salaries	Purchased by another Company	Try to Address the Issue
Return of Equipment	New Business Requirement	Give Them Time
Delay of Deliverables	Falling Oil Prices	Collaborating
Terms of Deal	Circumstances	Negotiate (10)
	New Parts Needed	Re-scope the Deal (4)
	M&A	Reopen the Contract
	Corporate Policy Change	Listen, but don't always comply (2)
	Understanding	Competing
	Grey Areas (2)	Legal Action (3)
	Unexpected Interpretation of Clause (2)	Collection Agency
	Expectations Became Clear	Send Demand Letter
	Non-written Assumptions	Try to Avoid Change
	Deal too Complicated not all in contract	Threaten Them
		Call their CEO
	Power	Avoiding
	They Can Impose on Us (5)	End Work with Them (2)
	Change of Mind (2)	Compromising
		Compromise
		Alternative Dispute Resolution
		Mediation
		Arbitration

Note. These classifications were based on the 70 respondents who provided written answers. [Correction added on 13 February 2020 after first online publication: the presentation of Tables 3 and 4 have been corrected for clarity.]

though still substantial, group were those who explained that changes were requested due to misunderstandings, suggesting that people who sign the same agreement may perceive it to mean different things. In another set of cases, respondents stated that the party requesting the change was very powerful allowing them essentially to impose their will. Lastly, a few people stated that the other party simply changed their mind.

Turning now to how our study participants responded to the change request they faced, we can see that those responses matched up with the conflict styles framework proposed by dual concern theory (Pruitt & Carnevale, 1993) and measured by Kilmann and Thomas (1977). The most common response was some version of accommodation—yielding to the other side what they requested. Quite frequently, respondents explained that it was more important to keep the relationship and future business opportunities than resist change. That logic corresponds with *accommodation* or yielding. Here are some examples:

Circumstances change involving the land we were selling and the buyer wanted to change the deal after signing the PSA. We did not want to change the deal, but we understood why they did, so in order to keep the deal flow and the relationship, we allowed them to change it.

Table 4
 Classification of Open-ended Responses about Change in Study 6: Chinese Sample

Things that asked to be changed	Reasons for change request	Approach to request
<i>This list is general, not an actual count – many respondents were not specific on this.</i> Contract Changes Software Design Pricing Duration of Contract	New Situation	Accommodating
	New Information	Adjust the Contract (4)
	Contract Ran Out	Add Amendments (4)
	New Leadership	Agree (3)
	Policy Change	Try to Meet Needs (2)
	Design Change	Adjust timing
	Change in Price of Oil	Adjust to Save Relationship
	Faced Problems	Depend on the Relationship
	Unable to Make Payments	Collaborating
	Party Felt it was Unfair	Negotiate (3)
	Factory Problems	Amend Contract to Meet Both Sides' Needs (2)
	Contract Not Working Well	Sign New Agreement (2)
		Competing
		Assess Request and Reject (2)
		Only Accept Changes that Favor Us
	Get Legal Involved	
	Avoiding	
	Cancel Contract	
	Compromising	
	Compromise	

Note. These classifications were based on the 35 respondents who provided written answers. [Correction added on 13 February 2020 after first online publication: the presentation of Tables 3 and 4 have been corrected for clarity.]

A Brazilian customer has not purchased the amount of products he has committed to for the year. The stated reason is the economic problems in his country. We can pressure this customer some, but ultimately we don't want to risk hurting the relationship. This customer has been a good customer when economic times were better. We believe the best option is to work through the difficult period as partners.

The second-most common response was to renegotiate. These respondents talked about rescoping deals, negotiating, and “listening, but not always complying.” We interpret this as a form of *collaboration*. Here is one example:

I have always been receptive to looking at potential issues with a contract. We would normally look at the individual request and evaluate the issue to determine if a change needed to be made. From our perspective, though, it would need to benefit the company before any change would be made in a contract.

There were a number of cases where people responded aggressively (8 of the 70)—suing the other party, going to a collection agency, making threats, and otherwise trying to force the issue. We classify these as *competing* or forcing moves. Here is one example: “We went back to the contract and threatened to hold funds and payables from them.” A handful of responses mentioned walking away from the relationship, which we categorized as *avoiding*. Just one explicitly mentioned “compromise.” Lastly, one mentioned mediation and another mentioned arbitration.

These qualitative results showed that about half of the US managers and executives had direct experience with changes in contracts, mostly in response to changing circumstances and lack of clarity—change in agreements appears to be prevalent. Among those who experienced the need for change, about 15% reported responding in an uncooperative way (competing or avoiding), but most either gave in to

preserve the relationship or opened up negotiations to see if they could come to an agreement on how to revise or add to the contract. Some of these (at least 5, based on comments about reasons for change) may have been cooperative simply because the other party was too powerful to say “no.”

Study 6, Chinese Responses

While responses were less frequent or in-depth as compared to the U.S. sample responses, they still provide an idea about those situations precipitating requests for change, and the manner in which organizations responded. Chinese responses were similar to the U.S. responses, in terms of how they approached the request for change. The most common type of response was to either accommodate or collaborate. As examples of *accommodating*, one respondent said:

We will adjust to customers' need for change” while another said “after signing an agreement, the customer postponed the deal due to factory issues and equipment. . .these things usually happen.

Examples of *collaborating* include:

One time we had an information system project for the Chengdu environment protection bureau (about 8.6 m RMB) where the counterpart modified what we included [in the contract] as our needs for the software. We started a negotiation, and asked for budget and other compromises to deal with the changes.

After signing the contract, customers asked to re-negotiate. . .after negotiation, we made amendments with both sides' agreement.

There were also a few cases of *competing*. One respondent noted “Customers couldn’t make payment in due course, so we got legal involved.” There was no reference to alternative dispute mechanisms (also rare in the U.S. sample).

The description of the circumstances that generated the change request was similar to the U.S.A., in that respondents cited new situations (e.g., arising from new leadership or information), but the other factor that appeared was a cluster that referenced some type of problem—the contract was simply not working. As one respondent explained, “Under the original contract, it was hard to work. We analyzed which parts of the contract made problems, and tried to adjust where it was possible.”

Summary and Discussion

In this article, we identified a new concept for negotiation scholars and practitioners—*agreement fluidity*. Some negotiators (and most negotiation scholars) conceive of negotiation as a process that terminates with the final agreement, with the deal terms remaining in place over an extended period. In contrast, others appear to have a more fluid view of negotiations, assuming that changes happen over time, and are acceptable and expected, and thus, that an agreement is just one step in a more elaborate, flexible, ongoing process.

To assess differing conceptions of agreement, we created and took steps to validate a scale for measuring negotiators’ agreement fluidity mindset. We constructed the initial item pool by drawing on concepts from contract theory and implicit theories of intelligence and groups. Eight of the original items were found to comprise a stable scale with suitable psychometric properties across six samples (three Chinese and three American). The direction of items in the scale reflects the “fixed” orientation, so we refer to the scale as “Fixed Agreement Mindset” to make it easier to understand the direction of the relationship between the scale and other variables. Investigation of scale scores and other relevant constructs established some initial evidence for both divergent validity and convergent validity of the measure. The scale was associated with other “entity” measures of implicit theory (intelligence, Dweck, 2000, and groups, Rydell et al., 2007), but these associations were consistently modest, suggesting that this measure is distinct. We were also able to ensure that fixed agreement mindset is distinct from NFC and that experience

with change was associated with lower fixed agreement mindset. In addition, we showed that the scale appears to have somewhat similar patterns of associations in two very different cultural contexts—the U.S. and China.

Patterns Across Six Studies

Negotiation Behaviors

With six different samples, we can look for consistent patterns across the data. In order to do that, we pooled the data, using regression to test whether fixed agreement mindset predicts each of the variables listed in Table 2 while controlling for any effects of study. The models estimated included five separate dummy variables, one for each of the studies 1–5 (Study 6 was the omitted category). The variables listed in Table 2 were treated as the response variables in these regressions, with predictors being fixed agreement mindset, along with the study dummy variables.⁶ We found no relationship between fixed agreement mindset and how people prepare for negotiation (item no. 1 in Table 2; $B = -.01$, $p = .80$). Despite our prediction (H1) that a fixed agreement mindset would be associated with more meticulous preparation for negotiations, this does not appear to be the case. Fixed agreement mindset does predict strategic choice during negotiation. Those higher on fixed agreement mindset were more likely to want to work out “every last detail” during the process ($B = .54$, $p = .000$). This is consistent with our prediction (H2) that those who do not feel it is appropriate to change a deal should be more highly motivated to cover contingencies in the deal, rather than allowing it to be reworked as and when needed under new circumstances.

Moving to the postagreement phase, a fixed agreement mindset is associated with less interest in post-negotiation monitoring of the deal or the relationship. Those who look at agreements in this way were less likely to say it is “important to follow up” with the other party to determine whether they are satisfied ($B = -.20$, $p = .000$), although this relationship is quite modest, and more likely to say that once a deal is signed there is no need to monitor the other party ($B = .38$, $p = .000$). Those with a more fluid view anticipate long-term follow-up with the other party, while fixed agreement mindset negotiators expect to exit the situation after the deal is made. These results support H3.

Need for Closure

In the pooled analysis, NCF was shown to be associated with fixed agreement mindset ($B = .13$, $p = .00$), suggested that those higher in NFC may be more likely to have a fixed view of negotiated agreements (although the effect size is small). At the same time, this association was modest, confirming that NFC is distinct from fixed agreement mindset.

Experience with Change

The pooled data show that those who reported being asked by others to change their contract were less likely to have a fixed agreement mindset ($B = -.32$, $p = .00$), as were those who had asked for changes in contracts ($B = -.31$, $p = .00$), although these effect sizes are modest. Agreement fluidity is associated with personal experience with change, providing further evidence of predictive validity for the scale.

Qualitative Reports on Experience with Contract Changes

Qualitative descriptions regarding experience with contract changes indicate that such requests appear to be common in the business world, as negotiators deal with changes in policies, leaders, economic

⁶Some experimental studies use meta-analysis to look for overall results, but since we have the original data, and we are not conducting different experiments across studies, we can aggregate and control for effects of study.

circumstances, regulations, and prices, as well as inherent misunderstandings regarding the written contract. From the qualitative data gathered here, the approaches to managing contract change requests map onto the distinct conflict styles associated with dual concern theory (Pruitt & Carnevale, 1993; Thomas & Kilmann, 1978). Though attempts at change were sometimes met with resistance or exiting of the relationship, more often negotiators choose to renegotiate, amend the contract, or simply comply. This suggests that while many negotiators view negotiation from a fixed mindset, the reality they face is often more fluid, suggesting a need for the development of science concerning effective mechanisms for managing change requests. This is consistent with recent work by Jang et al. (2018), who found that disputes over execution lead back to a renewed phase of negotiation between the parties, producing what they call a “dispute loop.” Clearly, many of our study participants do indeed deal with fluid agreements.

Study Limitations and Future Directions

This set of studies represents the initial steps toward scale validation, a long-term process that will require considerable additional empirical research. A significant limitation is that we looked at correlations with reported behaviors rather than direct observation of actions taken during an ongoing negotiation process. We believe however that these initial findings provide credible evidence of the construct of agreement fluidity, along with a valid measure in the Fixed Agreement Mindset scale. First, we found relatively robust and consistent findings across six studies, multiple industries, and two countries. Second, our results were nuanced, revealing certain areas that confirmed our expectations but one that did not. Additional research will be needed to further apply and test this construct to determine its origin, implications, and consequences, along with mechanisms for improving negotiator ability to deal with the need for changing agreements. Furthermore, additional research is needed to identify behavioral difference in negotiation process associated with agreement fluidity. Another limitation is that we have a single source, creating a risk of common method variance. This concern is mitigated, however, by the fact that across the six studies the correlations with agreement fluidity are quite varied—positive, negative, and close to zero.

Much more work can be done with this concept and measure. In addition to looking at how agreement fluidity mindsets can affect behaviors in negotiation, this construct can be used to study when and how negotiators with different agreement fluidity mindsets deal with requests for change, which approach is favored by people with reputations for excelling in negotiation, and whether agreement fluidity mindsets can be anticipated or changed. It is also possible to have people with Fixed and Fluid mindsets write sample contracts, to see if and how they differ.

Perhaps the greatest surprise regarding our findings is that those with a fixed versus fluid mindset did not prepare differently for negotiation. Given that those with a fixed mindset believe working out details to be crucial when constructing agreements, one might expect them to invest substantial time during the prenegotiation phase to plan specifics regarding the agreement. In addition, given the degree of experience negotiators report concerning requests for postnegotiation changes, these negotiators would be wise to invest in detailed planning for dealing with such requests. Clearly, negotiator agreement fluidity should inform both the strategies used to negotiate and the time invested in planning such strategies. This suggests a need for future research and significant implications for effective negotiation practice.

One major area for exploration is the relationship between culture and agreement fluidity. For some cultures, industry contexts, and people, a “contract” is of limited utility, since it is presumed that major adjustments can be made to the payments, rights, and obligations established in the agreement, as new or unforeseen situations arise. Chinese culture, in particular, is a place where contracts are often seen as “living” documents. One example comes from auctions in China. According to one report, Chinese have a different “understanding whether raising a paddle at an auction is actually a binding contract or not. . . . Some young starlet buys a bunch of paintings at an auction, walks out and says ‘Nos. 13, 11, 7, 6, 5. . . those are the ones I don’t want’. It happens all the time” (Barboza, Bowley, & Cox, 2013). In a case study of a Canadian gear company negotiating a deal to sell parts to a Chinese moped manufacturer, local Chinese advisors

recommend that the company should produce parts and ship to the Chinese company without having any contract at all (Slaughter, Zhang, & Everatt, 2010). Some might argue that lack of deference to contracts might be due the weakness of legal institutions to enforce contracts, while others argue that this institutional weakness is a result of a Chinese belief that security is achieved best through control over people, not rules (Redding, 1990). Either way, according to Betsy Neidel (2010), a consultant at a firm that advises on US–China business strategy, deals in China are not based on “one-time agreements.” Examples such as these suggest that some cultures may have a more fluid view of agreements than others and that Chinese negotiators in particular are likely to be on the more “fluid” than “fixed” end of agreement fluidity. That said, we cannot test US–China differences in agreement fluidity since our US and China samples were not industry-matched (see Gelfand, Raver & Ehrhart, 2002, for a discussion of cross-cultural research methods). More focused research is needed to fully explore US–China differences in agreement fluidity.

Our results address a major gap in the literature and the methods used to study negotiation. The overly narrow conceptions of negotiated agreement that make up the negotiation research literature fail to consider the complexities that arise during implementation. This narrow view does correspond to the perspective of negotiators we characterize as holding fixed agreement mindset but not those with a more fluid mindset. Thus, we argue that the study of agreement fluidity is ripe for exploration. We hope that both conceptually and empirically (by developing the Fixed Agreement Mindset scale), this article makes further research on the topic possible, as well as encourages further study of the implications of agreement fluidity mindset for both theory and practice.

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Appendix Correlation Tables

Table A1 *Descriptive Statistics and Correlations for Study 1*

Variables	Mean	SD	1	2	3	4	5	6
1. Fixed agreement mindset	3.02	0.75						
2. Fixed intelligence mindset	2.97	0.26	.21 ⁵					
3. Fixed group mindset	2.51	0.81	.26 ⁵	.32 ⁵				
4. Much planning not needed	2.88	1.06	-.19 ⁵	-.19 ⁵	-.22 ⁵			
5. More detailed deal	3.83	0.98	.50 ⁵	.01	.07	.04		
6. Concern with postdeal satisfaction	3.76	0.92	-.27 ⁵	.07	-.01	.01	-.26 ⁵	
7. Lower concern with postdeal implementation	2.47	1.07	.33 ⁵	.10	.12	-.25 ⁵	.06	-.15 ⁵

Notes. *N* = 203.

p* < .05. *p* < .01.

Table A2 *Descriptive Statistics and Correlations for Study 2*

Variables	Mean	SD	1	2	3	4	5	6
1. Fixed agreement mindset	3.50	0.83						
2. Fixed intelligence mindset	3.13	0.34	.11					
3. Fixed group mindset	3.70	0.79	.10	.18 ⁷				
4. Much planning not needed	2.66	1.10	.03	-.40 ⁷	-.28 ⁷			
5. More detailed deal	3.91	0.94	.54 ⁷	.02	.07	.04		
6. Greater concern with postdeal satisfaction	3.89	0.94	-.20 ⁷	.02	-.05	.18 ⁷	-.22 ⁷	
7. Less concern with postdeal implementation	3.15	0.91	.25 ⁷	.22 ⁷	-.001	.42 ⁷	.17	.23 ⁷

Notes. *N* = 138.

p* < .05. *p* < .01.

Table A3 *Descriptive Statistics and Correlations for Study 3*

Variables	Mean	SD	1	2	3	4	5
1. Fixed agreement mindset	2.34	0.59					
2. Much planning not needed	1.27	0.65	-.05				
3. More detailed deal	3.20	1.12	.20	-.17			
4. Greater concern with postdeal satisfaction	3.94	0.89	-.34 ⁹	-.10	-.02		
5. Lower concern with postdeal implementation	1.86	0.70	.26 ⁹	-.04	.07	-.01	
6. Need for closure	2.83	0.52	.17	-.07	.22	-.09	.28 ⁹

Notes. *N* = 71.

p* < .05. *p* < .01.

Table A4 Descriptive Statistics and Correlations for Study 4

Variables	Mean	SD	1	2	3	4	5
1. Fixed agreement mindset	2.93	0.55					
2. Much planning not needed	2.31	1.01	.12				
3. More detailed deal	3.95	0.78	.31 ¹¹	-.17 ¹¹			
4. Greater concern with postdeal satisfaction	3.42	0.85	.13	.11	.28 ¹¹		
5. Lower concern with postdeal implementation	2.42	0.83	.22 ¹¹	.35 ¹¹	-.14 ¹¹	-.24 ¹¹	
6. Need for closure	3.22	0.36	.18 ¹¹	.27 ¹¹	.15 ¹¹	.23 ¹¹	.12

Notes. *N* = 200.

p* < .05. *p* < .01.

Table A5 Descriptive Statistics and Correlations for Study 5

Variables	Mean	SD	1	2	3	4	5	6	7
1. Fixed agreement mindset	2.46	0.59							
2. Much planning not needed	4.42	0.08	.08						
3. More detailed deal	3.56	0.99	.34 ¹³	-.001					
4. Greater concern with postdeal satisfaction	3.46	1.04	-.25 ¹³	-.13	-.12				
5. Lower concern with postdeal implementation	1.81	0.77	.27 ¹³	.16	.08	-.17 ¹³			
6. Need for closure	2.99	0.44	.15	.12	.04	.10	.14		
7. Experience change by other organization	1.53	0.80	-.28 ¹³	-.01	.26 ¹³	-.20 ¹³	.14	.22 ¹³	
8. Experience change by your organization	1.57	0.81	-.38 ¹³	.15	.15	-.05	.18 ¹³	.13	.43 ¹³

Notes. *N* = 154.

p* < .05. *p* < .01.

Table A6 Descriptive Statistics and Correlations for Study 6

Variables	Mean	SD	1	2	3	4	5	6	7
1. Fixed agreement mindset	2.87	0.62							
2. Much planning not needed	2.44	1.05	.03						
3. More detailed deal	3.90	0.98	.24**	-.16*					
4. Concern with postdeal satisfaction	3.58	0.89	.01	.09	-.06				
5. Lower concern with postdeal implementation	2.47	1.03	.24**	.26**	-.11	-.29**			
6. Need for closure	3.33	0.69	.14	.25**	-.14	.20**	.12		
7. Experience change by other organization	2.21	0.68	-.25**	.07	.08	-.09	-.03	-.07	
8. Experience change by your organization	2.37	0.63	-.14#	-.08	.04	-.08	-.03	-.02	.63**

Notes. *N* = 173.

#*p* < .10. **p* < .05. ***p* < .01.

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