



Business and Development Performance
Overseas Development Institute

The New Broker: Beyond Agreement

*Brokering Partnerships
for Development*

Michael Warner

a tale to share the art of brokering strategic partnerships between corporations, governments and communities in the developing world

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Brokering Partnerships for Development

Michael Warner

Overseas Development Institute

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Dedicated to Elisabeth, wonderful in every way.

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Endorsements

‘Michael's latest work of fiction is, for most of us engaged in multi stakeholder partnering work, uncomfortably close to our own experience. We recognise the characters, the dilemmas, the challenges and, particularly in this latest book, the need for sensitively tracking and evaluating the performance of partnerships in which we are engaged. "The New Broker – Beyond Agreement" is a great read for those seeking to understand how to make partnerships work. I thoroughly enjoyed it – and I learned a few things too.’

Alan Detheridge
Vice President, External Affairs
Shell International Limited

‘The public sector needs to build its ‘competency to collaborate’, and I dare say, to broker effective partnerships. The New Broker, Beyond Agreement offers in a simple, easy going style, yet not losing its

rigour, the fundamentals of drafting agreements and constructing performance tracking mechanisms for sustainability of partnerships and their outcomes. This book by Dr. Michael Warner is essential reading for those public sector employees engaged in brokering partnerships and who acting on behalf of its population need to take its role in partnerships as seriously as those in the private sector.’

Gary Tagallie
Programme Manager
EU-Sponsored Poverty Reduction Programme
Ministry of Social Development
Government of Trinidad and Tobago

‘Most past literature on brokers dwells on the ‘pre partnership agreement period’ and yet the ‘post partnership agreement period’ that involves the relationship measurement and maintenance is just as crucial. Michael Warner’s new book ‘Beyond Agreement’ is a perfect sequel, it keeps up the momentum from the earlier book, is full of learnings and yet fun to read. Through the main character Chris’s world, we are reminded of the intricacies in partnerships and the negotiation skills required managing them. We also see the practical use of internal and external brokers as well as how to use metrics in a practical manner ‘to measure the performance of’ and ‘to reach consensus in’ relationships. However what makes the book a great read is that Chris is every one of us going through our partnership struggles in everyday life.’

George Odo
Private Sector Engagement and Partnerships Advisor
Eastern and Southern Africa
CARE Enterprise Partners, **CARE International**

‘Cross sector partnering is nothing like marriage or is it? In the second his 'New Broker' series, Michael Warner suggests (rather convincingly) that it is! Both involve layers of complexity; both can change suddenly and dramatically and both depend (overtly or covertly) on a knife-edge balance of power between the key players. Whether we are partners in a marriage or in a collaboration for sustainable development we can only benefit from reflecting on what we do, how we do it and what impact our own behaviour can have on the situation. This book is light-hearted in style (and eminently readable) but don't be fooled its conclusions are serious and important.’

Ros Tennyson

Director

The Partnering Initiative

International Business Leaders Forum

‘Companies in the mining and oil and gas sectors cannot deliver sustainable development outcomes in isolation. Michael's new book makes a valuable contribution to understanding both the importance of working in partnership with other key stakeholders to deliver sustainable development outcomes, and the substantial additional value that can be gained by building-in their experiences too, and by working on genuine consensus building. Companies, international organisations and other stakeholder groups are increasingly working with a range of partnership models: the development and use of metrics to measure progress is a very important topic, and is most engagingly covered in this novella. A painless way to learn more about building partnerships that work.’

Dr John Groom

Head of Safety, Health and Environment Policy Unit

Anglo American plc

*'A pessimist sees the difficulty in every
opportunity; an optimist sees the
opportunity in every difficulty'.*

Winston Churchill

Preface

The challenges to eliminating global poverty continue: post war reconstruction; failed states and corrupt governments; regions of chronic poverty; growing wealth inequalities; and slow progress in meeting many of the United Nation's Millennium Development Goals: rural access to water, basic education for girls, and others.

Multi or cross-sector partnerships between businesses, the public sector and civil society are proving to be a source of great innovation in tackling these persistent development challenges.

Global health partnerships between private technology philanthropists, government health departments and charities; **national** education partnerships between manufacturing companies, education authorities and international development agencies, and **local** skills training and enterprise development partnerships between engineering firms and local Chambers of Commerce – these are just some of the multitude of ‘partnerships for development’ increasingly adopted as vehicles for reducing poverty in the developing world.

Too many of these partnerships, however, fail to live up to expectations. Partners are selected without consideration to whether they might be ‘right for the job’. Poor facilitation and brokering skills leads to high transaction costs and soured personnel relationships. The individual self-interests and agendas of different partner organisations are rarely articulated, and yet carry much influence over whether or not the shared development goals are attained. Tracking and evaluating the performance of partnerships is woefully inadequate, if not entirely absent. Further, partnerships rarely pay sufficient attention to how the development outcomes of the project or programme are to be sustained in the long-term, once the initial funding dries up.

The **New Broker: *Beyond Agreement*** takes a hard, but I hope enjoyable, look at where answers to these problems might lie. Specifically, the book explores the expanding role of a partnership broker: persons ‘internal’ to a partner organisation, and individuals hired to aid in the facilitation, monitoring or management of partnerships as independent, ‘external’, third-parties.

The focus of this book on the oil and gas sector is intentional. Multi-national oil companies continue to invest heavily in production and processing facilities across the developing world, contributing millions of dollars to national budgets. In addition, for reasons of operational risk management, national competitive advantage and global reputation assurance, multi-national oil companies also have much to gain, and to offer, in supporting national development goals more directly, in particular through vocational skills training, local enterprise and supplier development, international competitiveness and inward investment; strengthening the capacity of public agencies (eg environmental regulators) and private institutions (eg domestic banks), sharing the burden for public infrastructure that is also of operational value to the business, and contributing

directly to poverty reduction and community development in areas affected by their operations.

The tools and principles in this book are wholly transferable to other businesses and development sectors. At the end of day, effective partnerships for development need to bring the right parties together, deliver the intended goals, satisfy the strategic interests of each partner, and generate quantitative and qualitative information to support both day-to-day management decisions and enable judgements about whether the partnership paradigm is more or less cost-effective than other vehicles for poverty reduction and international development.

This novella is an alternative source of information on partnership brokering, providing a contrast to the growing number of more serious guides, manuals and academic journal articles on the subject. Based on the direct experiences of the author, the book is part of the portfolio of work produced by ‘Business and Development Performance’, a programme within the International Economic and Development Group at the **Overseas Development Institute** (www.odi.org.uk).

Contents

Preface	xiii
Cast of Characters	xix
Chapter 1 – The Aida Controversy	1
Chapter 2 – Wrapping Up	9
Chapter 3 – A Shared Experience	15
Chapter 4 – Interest-based Negotiation	21
Chapter 5 – Flight NX218	39
Chapter 6 – Partnering Agreement	49
Chapter 7 – Performance Metrics	67
Chapter 8 – The Aida Consensus	89
Exercises	97

Cast of Characters

Chris Nulwanga – Senior Manager, External Affairs, EXCO

Aida Nulwanga – Chris' Wife

Charles Blessing – Head of Land and Economic Planning Department, Odon State

Benjamin Meriwether – Consultant on resettlement, from Toronto, Canada

Solo Johnson – Manger of EXCO's community liaison team

Michael Rasola – Manager of the resettlement programme for a proposed oil refinery

Pablo – Third-party partnership broker

Annie Lightwater – Director of Delta Development, a non-government organisation

Jean de Cavalier – Managing Director, EXCO West Africa

Chapter 1 – The Aida Controversy

Chris pressed Print, shut the lid of his computer and let out a satisfying “Done.” He rested for a moment, legs stretched far out under the desk. Back arched. Eyes half closed.

“What was that you said?” Aida was calling to him, the sound echoing up the narrow stairwell.

“Chris.” Aida called again. “What did you say just then, love?” There was a little more edge to the voice now.”

“Nothing dear,” he murmured.

“I can’t hear you. I thought you shouted ‘done’. What is it? What have you *done*?” The voice was closer. Just outside the door.

Why couldn’t she just leave it be, he thought.

Chris had been hard at it on the computer for the last three hours. It was rare he had such time to spare. The children were at their grandparents and Aida was downstairs doing something ‘useful’. He, in contrast, had given prior and due notice of his intent to retreat to the small office room at the top of the house to do some work.

It was ten past eight. He had taken too long to get going; had become too absorbed. He now had just twenty minutes left to drive full across town and meet up with Kojo, an old friend with whom he played tennis on Sunday evenings at the company’s golf and leisure club. Because of his work connections, Chris could nearly always secure a court; and afterwards the members’ bar offered an inexcusable opportunity to deconstruct the finer elements of the game.

It was Chris who usually arrived first, but tonight roles were likely to be reversed. The convenience of the hurried situation had not escaped him. He descended the stairs apace, stealing a sideways kiss with Aida as he went. Quickly pulled on some old sports clothes, shuffled into some trainers, and sped out the door.

The air was cool. The height of summer was past and the evening sky surprisingly black. He always enjoyed the journey from house to club. Music on. Windows down. Air-conditioning off. Within half an hour he was on court, engaged in the usual ardent, but good natured, competition with Kojo.



“Chris, is this some sort of joke?” He was back home, and in a positive mood having won the tennis with some outstanding line shots. Aida was holding the piece of paper Chris had left on the printer two hours earlier. Chris dropped his sports bag. He couldn’t quite see what was written on the page, but knew all too well what was there. Twelve rows of tiny, neat, print, interspersed with columns of intermittent red, yellow and green dots. The

dots looked a little like traffic lights. But then that was the idea.

“It’s nothing love. Honest.” The last word just didn’t sound convincing. He winced, knowing what was coming next.

“*Nothing* Chris. What do you take me for? This ... this *thing*,” she waved the printout in the air. We use this type of data to assess our marketing performance at work. I know exactly what you’ve done. You’ve modelled our marriage on your crazy software? This is really not funny.”

“Hang on,” said Chris, in a voice that failed to find conviction. “It’s just a test. No offence meant; and really, it’s nothing at all like the software you use at work. It’s entirely new, Aida. Pablo, you may remember him, well, he kindly let us have a test copy, and we’re now using it extensively in the office. Have you looked at it properly? It deconstructs the whole idea of what a partnership is. Lays out each partner’s contributions and performance, just as we discussed it all last night.”

Wrong tactics he thought. He was right. Aida dropped the paper smoothly into the centre of the magazine rack, and left the room.

Brooding silently, she busied herself preparing a meal for her parents in law who were visiting tomorrow. Meanwhile, Chris elected a circumventive strategy of appeasement. He swept the yard with exaggerated brush strokes. Then, in purposeful view of the kitchen window, cleaned the mud from the children's bicycles. Next he laid the table for dinner, interspersing the activity with an occasional question to Aida designed to flatter her culinary knowledge. Finally, he prepared his wife a strong black coffee, and, with mildly apologetic eyes, cajoled her into their living room.

“You don't have to say anything, just try to look interested and feign the occasional positive remark,” suggested Chris as Aida sat down. “Start here.” He specified the first column of figures. “These suggest that as of today, against six indicators of shared performance, our marriage is doing very well in four. We're just a little off target when it comes to keeping the house clean and staying within our weekly budget.” To stave off the predictable interruption, he pressed on rapidly.

“Predicting forward to the end of this year, if we put in place the measures you and I discussed last night, we should be able to get these two lagging indicators more or less back on track; at least coloured yellow rather than red as they are now. More variable however,” he continued, “is the data on our own, individual, objectives for our marriage. Here a little more work is needed.” A mild sarcasm entered Chris’ voice. “For example, the final column you see here indicates our different performances against one particular issue – one that I consider a priority; you know, the pointless arguing. On this indicator I’m 50% above target for the end of this month, in other words over-performing. But, by my calculation you’re slightly lower.” He pointed to the print out.

Partner	Objective	KPI	Owner	Period	Target	Actual	Variance
Chris	Reduce unnecessary arguments	# times per month Chris responsible for starting argument	Chris	30/09/2006	10	5	50% G
	Reduce unnecessary arguments	# times per month Aida responsible for starting argument	Aida	30/09/2006	10	15	-50% R

“I realised this was a little unfair, and so started entering some indicators that reflected more your own priorities in our relationship. But then, well, I changed my mind. Thought you might like to choose your own.”

He at last breathed normally. “So what do you think. Not bad, huh?”

There was a stony, prolonged, silence. Chris escaped the room, leaving Aida to digest the print out in peace. When he returned, with a fresh coffee for Aida and a plate of her favourite fruits, the printout had red pen marks scrawled hurriedly over it. She handed this over to Chris without speaking, walked briskly out the room and disappeared upstairs. The last sound he heard was the bathroom door being exaggeratedly bolted.

Chapter 2 – Wrapping Up

Six months earlier

They shook hands all round. Chris Nulwanga, a senior manger in the External Affairs department of the oil company EXCO started the ball rolling, meandering over to Charles Blessing who had just stood up. EXCO was one of the more progressive foreign oil companies in the country, with investments in both oil and gas production and, in due course it was hoped, an equity partner in a five billion dollar oil refinery. The proposed facility was to be located in a government Enterprise Development Zone, on a four kilometre square plot of land adjacent to the coast. The meetings conducted over

the last two days had all been about the refinery, in particular how the process of land acquisition was going, and what was to be done to resettle those families who would lose their land and farms.

Charles Blessing was head of the Land and Economic Planning Department for Odon State, a province in the south of the country, and host to a number of oil and gas production projects, as well as of the Enterprise Development Zone where the refinery was to be located. Chris took the large man's right hand in a double embrace, producing in Charles a rare smile. The two men held eye contact. Chris thanked him on behalf of EXCO.

Others in the room followed their lead. Benjamin Meriwether was a consultant recently arrived from Toronto, Canada. His skill lay in the design of programmes to relocate those forcibly removed from their homes by large infrastructure projects. He approached Solo Johnson. As manager of EXCO's community liaison team, Solo was well practised in the techniques of public consultation and community-based negotiations, and she had deftly applied these to good effect during the preceding meeting.

The Memorandum of Agreement drafted at the end of the two days allocated Solo a new raft of responsibilities. She was tasked with implementing a process of stakeholder engagement and negotiation with the two thousand men, women and children who were to be resettled. A not insignificant challenge, she acknowledged. But her line manager, Mr Nulwanga, seemed to have confidence in her. She admired Chris. She would not let him down.

Benjamin and Solo had developed a favourable relationship during the two days. Side by side now, and deep in conversation, they looked at once contented and earnest. Benjamin Meriwether was tall and slim. He carried a permanently serious expression and was dressed in the consultants' convention of white shirt, black suit and dowdy tie. The difference in height with Solo was stark. Benjamin stooped low to hear her speak. Solo made only marginal effort to lift her head in compensation. In mannerisms, as in conversation, Solo was pointed, direct, not impolite but certainly results-focused. She did not suffer fools gladly. Merriwether was more the diplomat, skilled in presenting a façade of 'optimal ignorance'. He too was no fool.

At another table a rosy-faced, middle-aged, woman was packing her notes into a well worn leather bag. For ten years now a Christian-based charity, famed for its work in the slums of the Capital, had built a programme of community work in the main oil producing regions of the country. Annie Lightwater was their charismatic CEO. One of its projects, called 'Delta Village', was well regarded. Earlier, Annie had explained to the meeting the main elements of the project. It was designed around the physical construction of an entire village, complete with farm land for crops and livestock, shops, a school, transport, waste collection, a church, offices, workshops and accommodation. The village could house up to 2,000 people. Children and young adults from across the oil and gas producing region of the country would be invited to stay in the village for two weeks at time.

The marketing material for the programme stated that the courses and activities laid on promoted three core values: 'respect for oneself (involving basic education, skills training and personal hygiene), respect for community (interpersonal skills, care for family and friends, team building and an appreciation of differences in culture and behaviour), and respect for environment

(minimising pollution and protecting ecology)’. The village provided the framework, the “canvas” as Annie had explained, to play out these ideas and concepts ‘for real’.

Annie had attended the entire two days of meetings. Throughout the various sessions she had frequently been the first to contribute ideas, motivating others in the room to be creative, pacifying those who seemed bent on arguing, and generally aiding the negotiation process from the inside – the archetypal ‘internal’ partnership broker. It was difficult not to like Annie. With the meeting now over, she approached the hired facilitator who was quietly clearing up the room and expressed her thanks for his hard work.

At the other side of the room, Dr Michael Rasola stayed seated. After three hours of afternoon meetings, his heavy, portly, frame was well and truly moulded to the cheap plastic seats provided by the hotel. Dr Rasola was a geophysicist by training, temporarily charged with managing a team of in-house staff and external consultants to prepare a Resettlement Action Plan for the proposed refinery project. He was not an employee of EXCO. His salary was met by the government-owned

company: Petroleum Development Corporation, or PDC as it was commonly referred to. EXCO and PDC were equity shareholders in the proposed refinery project. PDC owned 51%. EXCO took the remaining 49%, as well as all responsibilities for design, engineering, working capital, meeting environmental and other regulatory approval requirements, and, in due course, managing the construction and operations of the refinery.

To Rasola, Benjamin Meriwether was no more than a line item in his annual human resources budget – and an expensive one at that. As the meeting broke up, the heavy man made no attempt to rise from this seat. Instead, others took it on themselves to approach him. He passed pleasantries with each, but no further work was discussed during these brief encounters. Chris noticed that Rasola avoided eye contact throughout. Here was an individual with strong connections to the political elite in the country. Chris knew the rules: keep it polite, reverential; toe the line.

Chapter 3 – A Shared Experience

Pablo busied himself clearing up the main room and three smaller syndicate rooms, which together had played their orchestrated role in the two days of meetings. With the agreement of all parties, Pablo had been contracted to facilitate the negotiations.

He rolled up the volumes of filled flip chart paper and put these and his tools of the trade as a partnership broker into a suitcase: marker pens (always chisel shaped), spare packs of Post-it Notes, overhead projector and assorted electric cables. With so much paper hanging on trellises or taped to walls around the room, and with certain individuals demonstrably hostile to

writing on Post-It Notes (and still in the room), he was keen to bring a sense of order and cleanliness to the seemingly chaotic scene as fast as possible.

Pablo made no overt attempt to approach any of the participants, although he was grateful when Annie offered him some words of appreciation. At this point in such negotiations he considered it a sign of success if people chose not to thank him for his efforts. Overt gratitude indicated that the potential partners were perhaps too dependent on his direction for their future decision-making. Better the parties felt they had grown into a coherent team, with a shared common goal, an awareness of the interdependency of their enterprise, and a deeper knowledge of their own, and each others' underlying reasons for entering into collaboration.

Thirty minutes later, with the participants departed and the rooms cleared of debris, he seated himself in the far corner. He opened his lap top and began to distil the information from the flip charts into the computer.

Following Chris' previous experience of a similar partnership negotiation in South America a year earlier¹, Pablo had been invited by EXCO to help with this latest partnering process. He was commissioned under a 'call-off' contract, and tasked with acting as an impartial, third-party, partnership facilitator. Pablo had insisted on having input to his own terms of reference for the job. Upon arrival, he began his work by meeting each of the participating organisations in turn. This allowed him to gauge their personal views on the proposed partnership, identify the reasons why they thought the collaboration might be a better way to do things than other options, and find out what each party expected from the forthcoming negotiations.

Next, he held a half-day event titled an 'Orientation Seminar'. The event was a thinly disguised attempt to provide some upfront training in the concepts and tools of multi-sector partnering. Although private firms, not-for-profit organisations and public authorities 'believed' they knew about each other's worlds, Pablo had learned over the years never to be surprised by just how much of their behaviour and organisational culture was acutely distinct.

¹ see 'The New Broker', 2003, Overseas Development Institute

The Orientation Seminar was a success. It began with the participants sharing their past experiences of how these three sectors had collaborated in the past, focusing on what had worked, and what had not. The event went on to introduce different facilitation tools and language that could be used in the subsequent negotiations. Not explicit in agenda for the Seminar circulated by e-mail earlier in the week, Pablo had a third reason for wishing to convene the seminar. This was to build some common experiences, some camaraderie between very different individuals. As his mentor in facilitation had taught him long ago, *nothing builds a constructive relationships quite like a shared experience.*

Pablo's task for the subsequent two days of intense negotiations had been to steer the parties towards collaboration – a partnership. One that would implement a programme of economic benefits for those whose livelihoods would be negatively affected by the proposed refinery. Since the proposed facility was to be situated in a government Enterprise Development Zone, legal responsibility for moving people off the land fell to the government, specifically the Department of Land and Economic Planning for Odon State. During the last day of meetings it became apparent to Pablo that PDC, or to

be more precise Rasola, was in the driving seat, advising Charles on what direction to take in the discussion. Pablo was not sure this boded well for the partnership.



“Are you OK?” Two hours had now passed since the meeting was officially adjourned. Chris dipped his head around the meeting room door to find Pablo at the far end still tapping away.

“Fine, nearly finished,” responded Pablo. “Just entering all this into our partnership framework.”

“What?” enquired Chris, always keen to understand more.

“It’s a method, a type of management framework we’ve just developed in my company. It keeps track of complex partnership negotiations, and prompts me to ask you and the other partners the right questions at each phase in the negotiation. It also tracks the overall performance of the partnership, both the shared aims of the partners to secure development objectives – for example the rate of successful resettlement – as well as

the separate strategic interests of each party. Would you like to see it?”

Chris and Pablo spent the next hour pored over the laptop, playing with various demonstrations, and entering data from the last two days of meetings.

“I can burn a copy for you if you wish?” offered Pablo as Chris was making to leave. “It’s under licence, so please use this copy only for your personal use.”

“Great,” said Chris. Pablo burned the CD. “I’ve given you a three month licence. Let me know what you think in a month or two.” Chris thanked Pablo, slid the CD into his jacket pocket and left him to finish up.

‘Only for *personal* use’, mused Chris to himself as he drove home. ‘I must show Aida’.

Chapter 4 – Interest-based Negotiation

That evening Chris and Pablo were seated in one of EXCO's company vehicles heading for the airport. Pablo was catching a flight home. Chris was on his way to an energy conference in New York, via London.

Chris had been looking forward to the ride, a chance to quiz Pablo on his facilitation methods for the last two days. Indeed, he had brought forward his trip to the airport by two hours with the explicit intention of talking to Pablo *en route*. As the car jerked its way out of the city in thick polluting traffic, Pablo explained his tactics.

“The first few steps are obvious, but essential,” he began. “I always introduce myself, state clearly who is paying me, and impress on people that my terms of engagement require me to act impartially. This explanation, coupled with the previous one-to-one meetings with each of the parties, and the short citations I give in plenary on similar partnership negotiations – these are all designed to satisfy the audience that I’ll be even handed.”

“You’ll note that I began the first of our sessions with a series of short, joint, activities. Again, very simple; but these are all specifically designed to build trust and confidence among the participants, and above all demonstrate the ability of the group to reach consensus.”

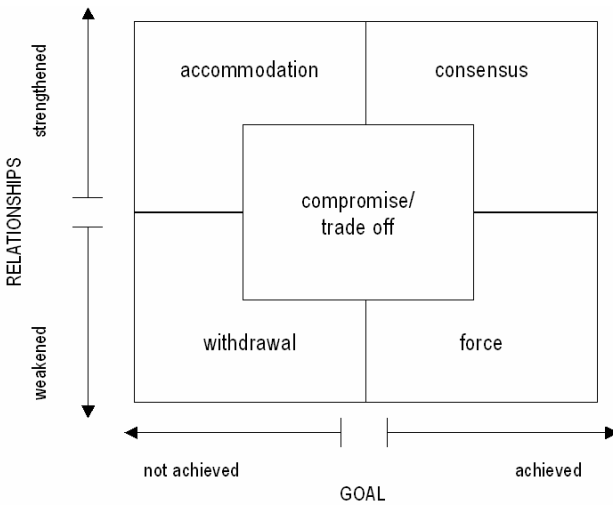
Pablo went on to provide examples. The draft agenda for the two days had been reviewed and then jointly agreed. Courtesy protocols, or ‘ground rules’, for how the participants would interact with each other had then been solicited from the participants and written up on a dedicated flip chart: ‘cell phones off’, ‘no grandstanding’, ‘respect for confidentiality’, others. These too were then agreed jointly. Finally, a summary of progress on the resettlement programme for the

Refinery was given by Michael Rasola. Each representative then added their own information to Rasola's, so building up a common understanding of the current situation. Finally, the participants were each invited to give a short capabilities statement about their organisation, what it did, how it was resourced and where it was headed.

“I've been thinking a little about this initial session,” said Chris. “Is there some fit between the activities you chose here and the methods you adopted for the rest of the two days? There must be some overriding strategy I guess?”

“Absolutely. I use a strategy known as ‘Interest-based Negotiation’, explained Pablo enthusiastically. “Essentially there are five overarching strategies or ‘styles’ of negotiation to choose from: force; withdrawal, accommodation, compromise and consensus.” As the car picked up speed moving out the city, Pablo sketched out a rather wobbly diagram on the back of his flight itinerary. “No one seems to know the original author of this diagram, but everyone in my profession uses it. Interest-based Negotiation is a form of consensus-building, a style of negotiation intended to achieve one's

own goals *and* build relationships, both at the same time.”



“What’s ‘force?’” asked Chris, intrigued by the bottom right hand corner of the diagram.

“Force is a negotiation style based on coercion or bullying, for example, reverting to the judicial system or applying emotional blackmail, that sort of thing” responded Pablo. “Using ‘force’ will win you your goal, but is very likely to destroy any relationship you had with the other party. Why? Because it results essentially in a ‘win-lose’ outcome – you win, they lose.

This is absolutely not a style of negotiation that builds effective partnerships. I'll give you an example”

Pablo shifted in his seat to face Chris more directly.

“Take your resettlement programme for the refinery. I doubt that you would have attracted Annie to be a partner if you had threatened to work with a rival charity.”

“Suing for breach of contract is another example,” continued Pablo. “This might provide one organisation with financial compensation, but to be honest it’s unlikely to result in the services under contract being delivered on time. In general, using a judicial route to compel agreement will also almost certainly render any future prospects of working together redundant.”

Chris realised that Pablo had said something similar during the partnership negotiations the day before. The debate in the room had been around whether or not to make the form of agreement being negotiated legally binding. Pablo’s point had been to explain that although a legal document binding the parties together might help ‘focus minds’ and ensure a certain ‘rigour’ in the way

the document was written, the idea that one or other party might actually sue another partner for breach of contract would invariably spell the end of the collaboration.

“And ‘withdrawal’ and ‘accommodation’, the second and third styles” – Chris pointed to the left of the diagram – “What are these?”

“Well ‘withdrawal’ is pulling out altogether; running away. This we sometimes call ‘flight’. It can be very effective, but has a harsh consequence. It means that not only do you lose your own goals, but you tend to undermine any chance of a future relationship as well. Again, this is really not a great way to construct an effective partnership.”

“And accommodation,” continued Pablo, “this is basically about making concessions. It’s about living to fight another day. With this style one party elects not to achieve all or part of their intended goals, but in so doing succeeds in developing a stronger relationship and, in some cases, a sense of obligation on the other party – a favour owed.”

Chris was not entirely persuaded by this. “Might it not also give rise to an expectation that the same party will simply agree to accommodate again the next time round – a sort of appeasement if you like?” Pablo nodded. “It can. It all depends on how it’s handled.”

“And then there’s compromise,” added Pablo before Chris could ask. “This is self-explanatory. It’s fundamentally a trade-off. This style offers a solution of sorts, but tends to leave all parties slightly dissatisfied, both with respect to their goals, and to the relationship. No one really likes to compromise.”

They continued talking through the diagram for a while more. Pablo had explained the tool many times before, and so couldn’t help stealing a few glances out of the taxi window as Chris voiced his thinking on each point. Life outside the window was hard, he thought. The car had slowed to walking speed, passing through a built up area, seemingly sprung from nowhere. There were sporadic fires on the side of the street – burning rubbish probably. At one point a young girl pressed her disfigured face to the car window. Pablo flinched. One thin pane of glass, he thought; all that separates our

lives. The taxi moved on. Chris didn't seem to notice the girl.

“And consensus?” ventured Chris, pointing to the last segment of the diagram. “Ah yes,” responded Pablo, re-engaging, “but the question is how do you get there; how do you not only achieve each party's goals but also strengthen relationships at the same time?” He left the question hanging.

“Let me ask you something, Chris. Over these last two days of negotiations, can you see any pattern in the way the sessions were designed, the choice of negotiation tools, or the order in which you all negotiated the terms of the Memorandum of Agreement?”

Chris thought for a moment, then shook his head despondently. He did not see much of a pattern at all, at least not yet. But then this was the whole reason he was in this particular taxi.

Pablo went on. “Essentially the two days were split into four distinct parts.” A road sign for the airport appeared out of the darkness. It read ‘5 miles’. He would have to be brief.

“Each part pivoted around one or other of the four core principles of the form of consensus-building I’ve already mentioned: interest-based negotiation.”

“They did?” interrupted Chris with mild scepticism.

“Take the set of activities during the morning of the first day: agreeing the agenda, setting ground rules, the individual presentations on resettlement and your organisation’s capability statements. These were all about building trust to create a competency to collaborate. This is the first principle of interest negotiation.”

“Hey, I like that idea – a *competency to collaborate*. Is that yours?”

“Actually no,” said Pablo slightly embarrassed, “I read it somewhere, but don’t remember where. Anyway, the point is that all of these early activities, sure they have their own specific purpose, but they also provide an opportunity for the group – the potential partners – to discuss and agree.” He continued in earnest, “It’s all about building a track record in consensus. The parties tend not to realise it at the time, but each is learning how to collaborate with the others, how to negotiate in a

consensual manner, how to recognise each others objectives, how to solve problems jointly and how to use the experiences and resources of the different parties to engender creativity. Ultimately, it's about learning how to reach an agreement that satisfies all parties' strategic interests. All of these ideas are there in the early exercises, just on a smaller scale”

“When you say ‘strategic interests’ what do you mean?,” inquired Chris.

“Ah, well, this is the second principle of interest-based negotiation: to investigate underlying strategic interests. I'll give you an example. When one of your staff asks for a pay rise, how do you negotiate this?”

Chris sat forward in his seat. “Interesting you should ask. I had to do this only last week with a member of staff who, unusually for us, requested a mid-year salary review.” Chris was more than happy to explain his method, developed over years as a line manager. “Once the formal appraisal is over, I ask him to write the amount of his anticipated salary increase on a piece of card and place this face down on the table. I then discreetly look at what he's written, cross out his

request, and write my own counter offer underneath, placing the card back, face down, on the table. We do this two more times each, then, assuming we're still far apart in our figures, I ask him to make a final pitch. I then offer the difference between this final request and my previous counter offer. From my experience the staff member invariably accepts.”

Oh Lord, thought Pablo, keeping the disbelief to himself. “Interesting, but let me offer an alternative perspective. This was an *unusual* salary review, right. Not something that conventionally takes place this time of year. So, if you'd asked this gentleman what he'd use the salary rise for, what might he have said?”

Chris answered immediately. “Oh, I know this because we talked in the bar after the review. He urgently needs to buy a car. Says he spends too much time on public transport getting to and from work.”

“And how do you think he would benefit from spending less time on public transport,” ventured Pablo?

“Well, he said he wanted to be home for longer in the morning, when his children are getting ready for school.

His wife recently secured a new job, and so now needs to leave the house at around seven. But the children, I think, don't start school until eight thirty or so, same as my kids."

"O.K. Chris" Pablo raised the palms of his hands to stop the flow of conversation. "What you have just described to me is the difference between what we call a 'position' and an 'interest'."

"I did?" interjected Chris.

"I'm sorry for the jargon, let me explain. The 'position' of your staff member is his desire for a salary rise. Remember, demands for money or financial resources are nearly always a position. His underlying motivation, his 'strategic interest', is the reason why he wants the pay rise in the first place, ie what he might do with the money.

"The art of interest-based negotiation," continued Pablo, "is to guide the conversation downwards to a discussion of these underlying or strategic interests. The reason we do this is simple, there are usually many more ways to satisfy an underlying interest than a position. I'll

explain; what was your staff member's strategic interest?" The ensuing silence suggested to Chris that this had not been a rhetorical question.

"His need to be in the house between seven and eight thirty in the morning," Chris contributed, hopefully.

"Correct. And what might a solution to this problem look like, other than giving him a pay rise?"

Chris thought for a moment. "Well I suppose we could allow him more flexible work hours. In fact ..." Chris' eyes began to widen with a faint glow of comprehension. "... his contract already allows for this. If I'm honest, it really is only habit that brings our staff into the office by eight."

"There you go then," triumphed Pablo. But Chris was not about to let Pablo take over again. Chris continued: "To make this work in practice, we'd have to put something in writing. I'd need to reassure him that he does indeed have existing rights to arrive for work after eight in the morning. We'll also need to lay out some expectations about how he should make up the lost hours. He could work longer at the office in the

evenings, for example, or perhaps rise earlier at home and work from there before his wife goes to work.”

Another airport road sign appeared out the darkness. Two miles to go. Pablo could see the lights of the control tower.

“OK I get it. And the other two principles of this interest-based negotiation thing,” questioned Chris. “These are?”

“The third principle is to widen the options. This is about brainstorming. Being creative. Scouring one’s own organisation for resources and ideas that might satisfy another party’s strategic interests. It’s also about finding solutions which satisfy one’s own interests by identifying resources and expertise in others. Basically, it’s about joint problem solving.

“Within this third principle,” continued Pablo, “lies the real power of partnerships. It is precisely because the for-profit, not-for-profit and public sectors rarely work in a coordinated fashion, that when they do get their act together, the possibilities to pool resources in imaginative and creative ways become almost endless.

In my opinion, this is why multi-stakeholder, or cross-sector partnerships, are becoming so popular. They offer innovation – new ways to solve some of the persistent challenges to development that each sector on its own has so far failed to do.”

Pablo proceeded to list some examples: new drugs for malaria; massive reductions in the costs of Anti-Retroviral Drugs in poor countries; water, power and telecommunications infrastructure constructed in remote rural locations and at affordable prices; the mapping and protection of bio-diversity and critical habitats; and better transparency and accountability in the flow of revenues from oil companies to governments.

Chris digested his words. Looking back over the last few days, he could well see how this third principle might be working in their current situation with the Refinery. The wide range of organisations involved in the negotiations on resettlement had been quite inspirational. He had been surprised at just how different the knowledge and capabilities of each had been, and how these differences had fostered some real innovation.

“We live our lives in silos,” ventured Pablo, reading Chris’ mind. “Government, businesses, special interest groups and charities, each believe that they know all about the other, but often they don’t. This is why interest-based negotiation is so potent. It uses these very differences as a source of creativity, piecing together complex solutions never before contemplated.”

Chris thought about the ideas agreed at the end of the meeting the day before. He had to admit he had been pleasantly surprised at the far reaching programme of economic benefits proposed for managing the resettlement problem. A programme that he, at least, had not seen proposed or implemented before.

“And the fourth principle?” urged Chris as a plane flew noisily and low overhead, on its flight path to landing.

“Well we don’t have time to go into this now, but the fourth principle is about ensuring that any agreements reached are genuinely supported by all parties. That the solutions and commitments made really do satisfy the underlying interests of each of the different parties, and don’t leave certain parties out of the game. It is also

about holding back from a rush to finish; avoiding agreements built on sand.”

The taxi clanked up the elevated approach to the Departures’ complex. “There are also other minor principles of course,” said Pablo, as he collected his things together, “Separating the person from the problem, reframing negatives, thinking through the alternatives to a negotiated agreement, testing the proposed solutions against objective criteria. But the four we have discussed are the essential ones.”

The vehicle stopped. They opened the doors to a whirl of people, noise and bustle. The conversation came to an abrupt end. The two men entered the airport terminal. After thanking each other and saying goodbye, they went their separate ways.

Chapter 5 – Flight NX218

Twenty minutes later, and Chris handed over his boarding pass to the desk assistant in the business lounge. He was ahead of time, but not at all uncomfortable with the situation. With wireless broadband, some decent wine and a comfortable chair, this would be a good opportunity to prepare for the conference.

As a key-note speaker, he had agreed to present EXCO's new policy for optimising 'local content'. As he had explained to Aida the evening before, the term 'local content' concerned how a foreign company interacted economically with the countries within which

they worked; in particular to what extent it could use its presence, and the oil and gas projects it was developing, to preference jobs and training to national citizens, or to source goods and services from national and local suppliers. He had also briefly mentioned some newer ideas around aligning the specific infrastructure needs of oil and gas projects with the electricity, transport, water supply, telecommunications and waste management needs of the wider population. Not at all convinced that Aida had been listening by this point, he'd kept the monologue comparatively short.

Chris had invested considerable time in developing a new 'local content' policy for his company, drawing on examples of good practices from both within and outside EXCO. To assist in this initiative, he had engaged a small, but well respected, research institute based in Paris. The institute specialised in international development and business economics. He, and one of the institute's consultants, had built a new analytical framework for identifying opportunities to enhance the 'local content' of EXCO's business – one that went beyond current conventions.

The new approach involved a systematic investigation, not only into the immediate oil or gas development project and its employment, training and supplier opportunities, but also a deeper search of the full range of business competencies of the company and its business partners. In both cases the investigation looked for potential alignment between these available opportunities and resources on the one hand, and the priorities and policies of government for national and local economic development on the other. The economic priorities might include the promotion of foreign investment, improving export competitiveness, expanding the local private sector through improved technical or business management skills, constructing economic infrastructure such as roads, ports, airports, rehabilitating public services such as water and electricity supply and transportation.

It was essential for the investigation to look systematically across the full range of strategies for enhancing 'local content'. The Paris institute used a simple, three-way, classification. The first of these was termed *on-project* strategies. This referred to the interface between the immediate scope of work of an oil or gas development project, and the direct opportunities

this work offered for employment and training of nationals, the use of local suppliers, contributions to local economic infrastructure and public services, and support to local institutions such as environmental regulators. A colleague of Chris' referred to this approach as 'local contracting', in contrast to 'local content'.

Project-link strategies, the second category, were more outward facing. These involved thinking of the oil or gas project as a 'spring board' to enhance the marketability of employees and suppliers in the wider market place. It also embraced the idea of the company designing its operational infrastructure – water supplies, waste management, power generation etc. – in ways that doubled-up as public services. Many of these *project-link* strategies involved deployment, not only of those competencies directly involved in implementing the project, but also of the deeper, core competencies, of the business, such as contract and project management and accounting practices. Because of the wider benefits for society of these *project-link* strategies – the generation of 'public goods' – the approach was more likely to attract other organisations into partnership, in particular

government agencies and international development organisations.

The third category was termed '*off-project*'. Here a company would look beyond its oil or gas development activities and projects altogether. The competencies of oil companies, and those of other organisations such as NGOs and provincial or national government, would again be deployed in concert; but this time in ways designed to enable more general vocational training, or provide support to small and medium scale enterprises who were not part of the oil companies work stream or supply chain. *Off-project* strategies were likely to involve not only the relevant human resources, supply chain management or health, safety and environment competencies within the oil company, but also its social investment, sustainable development and corporate social responsibility (CSR) programmes and budgets as well.

Together, the three categories of 'local content' provided a means for EXCO to differentiate itself from its competitors, especially when bidding for new oil and gas concessions with government. It also offered a starting point to negotiate the sharing of costs and risks

for ‘local content’ programmes with others. By intentionally aligning the company’s ‘local content’ programmes with the economic and poverty reduction policies and priorities of national governments and international development agencies, a case could be made to these organisations to leverage additional financial and technical resources.

As he had tried to explain to Aida, many Ministries of Employment, and a number of the United Nations agencies, had policies and associated budgets to support vocational training and private sector development, and thus might well be willing to contribute these in collaborative ‘local content’ projects or programmes with EXCO. He had even heard of one case where an international mining company had entered into an equity sharing public-private partnership with the district authorities to co-finance a water supply facility. The facility was designed to meet both the needs of the local population and the company's requirements for mineral processing.

As he waited in line for the Business lounge, Chris contemplated the details of his speech to the conference. He would tell the delegates that the full potential for

‘local content’ for international development was not being realised. He felt confident that his ‘big idea’ of strategically aligning ‘local content’ with national and provincial economic development goals would go down well. And why, he thought, could they not adopt the very same approach to frame the programme of economic benefits for people relocated by the proposed Refinery. He vowed to give this more consideration when back at work.

“This way, Sir” indicated the assistant, interrupting his flow of thought and pointing to the First Class lounge. There must be a mistake thought Chris. He never flew First Class. Times at EXCO had improved since he had taken the long, cramped, journey in economy class to Latin America a year ago. However, he knew of no colleagues of his seniority who flew First Class. He looked at the boarding pass in his hand, and to his great surprise, there, next to his seat number, was indeed the letter F. Faded, small, but undisputedly the letter F.

His delight was quickly replaced by a worrying realisation. He was dressed in a light blue sweatshirt with EXCO insignia, knee-length dark blue shorts, white socks and jogging shoes. When he had risen that

morning, Aida had gently pointed out that his choice of clothes might be a little inappropriate for Business Class. “It’s hardly British Airways,” said Chris defensively, and anyway he had seen other Business Class passengers dress in a similar fashion, perhaps not with such a garish insignia emblazoned on their shirt, but at least in a sweat-shirt and long shorts.

But First Class was something different altogether. His more presentable clothes were likely buried now deep in the hold of the plane. Having only recently purchased a new suit, he had no intention of charging around the airport mall shopping to buy the same all over again.

He poised himself and, faking an air of nonchalance, entered the First Class lounge. His knees chilled with the rush of air-conditioning that greeted him. A couple of serious looking business men looked up, then carried on with their discussion. No doubt they had seen stranger sights.

An hour later and he was nestled comfortably in seat 1A. At the very apex of the plane’s nose. A single seat. Nothing either side. Ironic, he thought: the highest paying passengers were the least protected if misfortune

should befall the aircraft. He calculated his feet were just thirty centimetres from the first point of impact. Still, with ‘Dom Perignon’ and ‘Krut’ Champagnes on offer, as the wine list stated, *‘and red wine from a Chateau immediately next door to the great Latour’*, he would at least go out in style.

Peter, his personal flight attendant, stopped by to explain more, pointing to some small print in the wine list. *‘1996 was an excellent year for Cos d’Esouneil, a superlative wine from Saint Julian on a five hectare parcel of land on the banks of the river Gironde, not far from the city of Bordeaux’*. Smaller in fact than his father’s farm back home, Chris calculated. Peter, clearly enthused by Chris’ polite interest in the wine list, suggested he begin by sampling the two Champagnes, “probably the best there are” he explained.

Slightly embarrassed, although fairly well hidden away at the very front of the plane, Chris dipped his nose into the two glasses of amber liquid, then tasted each in turn. He thought he could discern just a whiff more wood in the Krug Grande Curvee, compared to the Dom Perignon, but the bubble count was the same, and the colour only subtly contrasting. Sharing this analysis

with the hovering flight attendant seemed only to excite him more. The little man darted back to his cabin returning immediately with a large compendium on fine wines, which he gave to Chris. With Peter moving on to fuss around the other First Class passengers, Chris courteously flicked through the book, then, with the attendant now well out of sight, exchanged the heavy book for the in-flight entertainment guide. It took him the remaining forty five minutes before take off to digest the volume of 'on-demand' films, and, somewhat over ambitiously, to prioritise these for the flight to London.

After a 'caramelised dinner created by the world class chef Bertrand Blanc', and following a collection of French cheeses that he had to admit really did 'bring out the flavour of the Cos d'Esournel', Chris visited the bathroom, put on his dull grey complementary jump-suit pyjamas and settled down for a nap. Initially delighted to be lying entirely flat, he was soon alarmed to find Peter attempting to tuck a blanket in around his legs. He cringed as the man slid a second pillow under his head. Chris closed his eyes in hope that feigning sleep might provide some privacy. Eventually he sank into a turbulent sleep, images of Aida in a pair of bright yellow jump-suit pyjamas swirling round his head.

Chapter 6 – Partnering Agreement

Charlotte, the Managing Director’s personal assistant, leaned around the waiting room door and summoned Chris into the main office.

“Good Morning Chris. How was your conference in New York. Were you magnificent?”

Chris was rather taken aback.

“Good, good, I thought so,” said Jean, before Chris could answer, “Now, what I really want to know is how your meeting on resettlement for the Refinery went. I

hear good things from our friend Michael Rasola. Tell me all.”

A firm but kindly hand lay on Chris’ shoulder, and directed him to a black padded chair. The chair was lower than that of the man seated in front of him. It had no arms, obliging Chris to lay his hands awkwardly on his lap, clasping the recently negotiated Memorandum of Agreement.

Jean de Cavalier was of the old school, recognised as a safe pair of hands in the oil business in West Africa. Large sloping shoulders, balding, a rugged, almost round, face, and red-wine cheeks. He was French by birth, but fluent in English. His career had seen two military coups, oil at both sixteen and sixty dollars a barrel, and a kidnapping saga in which he was held hostage for a month. Indeed, he was infamous for having negotiated his own way out of the kidnapping, offering his adversaries paid jobs as personal body guards. A month later he fired them for sleeping on duty.

Chris had come to the meeting well prepared. He placed the draft Agreement on the desk in front of him.

“Well, the first thing to say,” ventured Chris as confidently as he could, “is that we’ve succeeded in linking the economic benefits package for resettlement over the Refinery to our ‘local content’ strategy.”

Jean narrowed his eyes, indicating scepticism. He motioned Chris to explain more.

“This is good news,” Chris continued, a gear more upbeat. “As you know, we’ve more stringent ‘local content’ requirements to meet now anyway, and so first and foremost this agreement will contribute to chasing these new regulations. We’ll need to put a little more work into assessing the capabilities of those eligible for economic benefits from resettlement. We also need to think more creatively about breaking up the construction phase into smaller work packages, able to be taken up by local firms, and linking the employment and training opportunities on the project to other, off-project job and supplier markets. We’ve done some background exploration and found a research institute in Paris specialising in this area.”

“I want no risks from this,” interrupted Jean.

“Yes, of course; right, no need to worry,” responded Chris, eager to share his prior thoughts on this particular aspect. “We’ll limit our exposure during construction to non-critical work and minor procurement. We’ll also put in place up-front training and provide on-going support to local suppliers and contractors who take part in the scheme. And anyway, for those resettled, it’s through established local suppliers that most job opportunities come, not from direct hiring by EXCO.”

Chris continued. “We also need to plan ahead for the transition from mainly manual labour during the construction phase of the refinery, to longer-term semi-skilled labour during operations. The Parisian institute I mentioned is doing useful work on how to involve international energy services contractors in this type of very localised programme; what they call ‘community content’. Beyond getting the right clauses and payment structures into these major construction and service contracts, we shouldn’t have to do too much else other than monitor the contractors’ performance.”

Chris hoped the second mention of the Paris institute might add some weight to his case.

“You’ll have to move fast on this one,” Jean interrupted again, and making no obvious effort to pick up on the French connection.

“Indeed, yes; we’ve already almost finalised the main engineering and construction contracts. We’re also well advanced in preparing invitations to tender for the principal operations and maintenance contracts. If you give the go ahead, I’ll get onto this right away.”

“One last thing before we move onto the terms of the Agreement itself,” Chris said, as he motioned to the paper on the desk before him. “Many of the families affected by this resettlement are very poor, with low levels of income and wholly dependent on fishing and agriculture for their living. It may sound perverse, but this is actually good news in a way. It means we may not have to fund this ‘local content’ strategy all by ourselves. A number of government policies support the transition of agricultural livelihoods to reliable waged labour in more industrial sectors, and many of the international donor agencies, such as the World Bank and United Nations Development Programme, have funds to assist in implementing these policies. All we need to do is make the case that resettlement

compensation has already been paid in full, and that our proposed ‘local content’ strategy is an additional ‘public good’ – part of EXCO going the extra mile to aid development. If we promote the construction and operation phases of the Refinery as a local employment generating opportunity for those resettled, as well as acting as a springboard for these people to access other jobs and for local suppliers to improve their overall marketability, we should be able to leverage funds from these other organisations.”

Chris took a gamble and added: “The strategy could be made even more attractive to others if we were to think about how the infrastructure needs of the Refinery – power, water supplies and port facilities – might be integrated with the economic development plans of the region. Perhaps we could propose some sort of public-private partnership arrangement for this infrastructure with local authorities. In this way we could save substantially on our capital costs. At the same time the construction and operation of this infrastructure would open up new local employment opportunities, so reducing dependency on the Refinery as the sole provider of long-term jobs for those relocated.”

“Hang on there. A little too far, I think, Chris.” Jean pushed his swivel chair backwards, indicating that the time for this particular topic had come to an end. “I like the idea of linking the softer end of our ‘local content’ obligations with the resettlement programme. But the public-private partnership idea I worry about. There is only so much risk we can take on, Chris. Sharing capital costs with local government authorities”

Jean left the sentence hanging. The implication clear. EXCO was not about to place the timely construction of the Refinery at risk by collaborating on critical infrastructure with a bureaucratic, inefficient and, in parts, corrupt government authority.

“For another time, another project, perhaps,” said Chris, clinging on to some last threads of this more adventurous idea.

“Perhaps.”

Jean picked up the Memorandum of Agreement. He looked at his watch. “Can you sketch out what’s being proposed here? Not the details, just the big picture.”

Chris realised he had overstepped the mark with his extended introduction about ‘local content’. He endeavoured to stay more focused.

“Perhaps just glance down the list of contents first,” suggested Chris. “This will give an idea of the general direction.” The contents read as follows:

1. Assumptions
2. Partner Organisations and Representatives
3. Geographic Boundaries and Target Population
4. Vision Statement
5. Objectives of the Partnership:
 - 5.1 Shared by all parties
 - 5.2 Specific to each organisation
6. Joint Workplan
7. Funding Arrangements
8. Decision-making Principles
9. Grievance Mechanism
10. Intellectual Property and Confidentiality
11. Transparency & Communications between Parties
12. Capacity Strengthening to Implement Commitments
13. Mitigation of Risks and Threats
14. External Communications and Branding
15. Performance Metrics
16. Sustainability and Exit Strategies

“So who exactly are we intending to collaborate with?”
Jean asked.

Chris kept it brief. “Our partners PDC. The Land and Economic Planning Department of Odon State. And an NGO called Delta Development, run by Annie Lightwater who you met at the British Embassy party last week. Michael Rasola headed the negotiations for PDC, and someone called Charles Blessing for Odon State. We intend to kick this Agreement off with an analysis of local skills and supplier capabilities relevant to the families being resettled. Solo Johnson, who manages our community liaison team, will lead this work. We intend to interface also with our Contracts and Procurement Department, and possibly one or two design engineers.”

“Rasola. Good, we’ll need him to get the government moving. Who’s paying for all this?” Jean asked without a pause?”

The question was delivered rather abruptly.

“Well, it depends on how we look at this. In pure cash terms, we’ll be contributing about the same as if we’d

developed a programme of economic activities for the resettled population by ourselves. What this partnership really does is leverage additional resources to extend the programme and ensure that the skills developed and jobs created are sustainable in the longer-term. For example, whilst we'll do the initial handholding of local firms to get them up to speed on quality, delivery, reliability and health, safety and environmental standards, Annie will use her NGO to build skills that not only fit with these local suppliers, but are also relevant to other local job and sub contractor markets. Annie has assured us that she can command her own funding for this work from a number of international aid agencies. Of course, we shouldn't be naive here. She knows exactly what she's doing. By bringing her own resources to the table she has far more control over what her organisation does in the programme. If we fund her, she loses this control.

“And this Charles Blessing character, what does he bring?”

“Again, this is about the long-term sustainability of the resettlement programme. The last thing we want is for the end of the construction period to result in 500 disgruntled men out of work, blaming EXCO for having

taken them off their land and destroying their traditional livelihoods. Charles and his Land and Economic Planning department have budgets set aside to work with the World Bank on a wider economic strategy, designed to invest oil revenues into Odon State. Keeping Odon State in the partnership is one way to maximise the opportunities for employment within the resettled population after the end of construction. Investments of oil revenues in public infrastructure should provide numerous employment opportunities, and if we and Annie get the training right, those relocated will be high on the employability list, either directly or via the supplier firms that we will have worked with on the Refinery construction.”

These exchanges carried on for ten minutes or so; Jean highlighting certain issues or gaps, and Chris providing the answers as briefly as he could. He explained that the document was, at this stage, more a Heads of Agreement, a series of objectives, principles and next steps. The intention was to convene a Task Force with representatives from each of the parties to build up a fully budgeted Workplan, assign roles and responsibilities, and establish performance metrics linked to the shared and partner-specific objectives.

Some of the risks had already been identified, but more work in this area was needed.

The issue of branding came up towards the end of the discussion. This, Chris explained, was to be handled by prohibiting any mention to external audiences of each other's organisations or the use of logos without prior permission from the parties concerned. Jean noted that current coverage of confidentiality and intellectual property issues was "thin", and suggested strongly that embellishment of this be added to the terms of reference for the Task Force.

"We don't want to be giving away commercially sensitive information here. I like Annie but her agenda is somewhat different from ours, I remember. Tread carefully here please Chris."

"Another thing, how interdependent does all this make us?" Jean asked. "Do we carry liabilities if Annie doesn't come up to scratch with her training?"

"That's an interesting one," said Chris. "It cuts both ways. Yes we're dependent to some extent on the Delta Village project delivering the goods, and also on

Charles' department for prioritising employment opportunities our way, post construction. But then so are *they* both dependent on *us* for meeting their own internal objectives. Annie wants to break into a new market of vocational training. The provincial government, cajoled by Michael Rasola no doubt, is desperate for this refinery to be a commercial success. They're both worried about suffering the same local hostilities experienced further along the coast at some of the oil production sites operated by other companies. They don't say it, but I'd guess they have concerns that the way the resettlement process has been handled by government to date is far from perfect. They're clear sighted enough, I'm sure, to realise that any local hostility to the process of resettlement will not be due to the level of compensation already paid, but to the subsequent economic opportunities afforded to those resettled. As Charles says, it's all about the jobs.

“And you can add to this the close eye the provincial government has on their corporate tax surcharge. This is the real money spinner for Odon State. In contrast, for Rasola and PDO, it's more about whether hostilities might delay the start date for the Refinery and therefore

slow up the flow of revenues, affecting cash flow and ultimately undermining the overall returns.

Winding up, Jean noted the preponderance of clauses in the Agreement that were shared by all parties. “This is very different from our usual contracts Chris. Are we sure this is OK?”

“We have our lawyers looking at it, so no need to worry. The intention is to get away from the usual ‘master-servant’ type of agreement: agreements where one party, usually EXCO, dictates terms to a contractor. Instead, we want to use the Agreement to build the idea of a ‘team’, with a joint vision, and shared costs, benefits and risks. Above all, we want it to engender a new working culture and ethos, where each party is proactive in meeting both its own and each others objectives and interests.”

Chris continued to explain that the Agreement still carried various obligations in exchange for stated benefits, and as such was in effect legally binding under contract law. He gave the example of the obligations on EXCO to employ persons trained by Annie if they come up to the mark after their stint at Delta Village.

“But I should add,” said Chris, “that if they and we ever did end up in court, or even if there was the threat of court action by one party, then our relationships will be dead and buried, and the partnership along with it. This is why we’ve included as many obligations as we can that are reciprocal, apply equally to all parties. It’s also why we’ve a graduated grievance mechanism: a hierarchy of progressively stronger measures to resolve concerns, without recourse to legal action.”

At two minutes to the hour, the conversation came to an abrupt end.

“Time has beaten us Chris, I’m afraid. Look, can you take this to the next stage, this Task Force of yours. But I want to make two things clear. First, our lawyers must sign off on this. You’d best get over there right now and explain about these reciprocal clauses. Our legal friends may need a little education. Tread gently though, they tend not to like new tricks. A few other tips if I may, based on my own experience of setting up joint ventures.”

To Chris’ surprise, Jean reeled off a number of tactics for working with their own commercial lawyers.

Recalling these back at his desk, he jotted them down. Jean's overarching point was to prevent the lawyers from pursuing legally 'water-tight' agreements to the detriment of creativity and innovation within the partnership. He also suggested focusing the lawyers' efforts on legalising the Agreement so that it delivered on the interests of all parties, not just in maximising the benefits for EXCO. His last point was about avoiding amendments to the Agreement that rendered it unrecognisable to those who had negotiated it.

Jean began to usher Chris from the room.

"And the other thing?" Chris questioned, as he was half way out the door, draft Agreement in hand. "You said there were *two* things you wanted to make clear."

"Ah yes. Metrics, Chris. I saw hardly anything on this. I'd like the Task Force to incorporate some performance indicators into the Agreement, and to recommend a management system to track what's going on. If we're really going to do this, enter an alliance on such a high profile issue, with this motley crew, then I want to know precisely when we, and when they, fall short. Do something on this would you, and quickly?"

There was no time to answer. The next man in line was already in the room, and the door closing.

‘Partnership metrics’, thought Chris. I need to find Pablo.

Chapter 7 – Performance Metrics

“Right. Let’s get some basics about metrics out of the way first.” Chris and Pablo were on a long distance conference telephone call. Both individuals were sitting at their computers, on the phone and logged into the same internet web site. When Pablo moved his cursor or asked the computer to make a calculation, the cursor movement and the computed results showed up on Chris’ screen. Chris could effectively see exactly the same screen as Pablo.

“The approach we take is ‘cradle-to-grave’, began Pablo. We start by capturing the results of all initial exploratory

discussions and consultations, and use this to gradually build up the design of the partnership and inform negotiations on a partnering agreement. We then go on to track in detail the performance of the partnership in delivering its mission, right through to the close of the partnership. For a facilitator like me, having a single information depository saves me walking around with arms full of flip chart paper and reams of separate documents. I won't dwell on the exploration and negotiation aspects of the method, except to say that we find it helpful in playing around with different project designs, different potential partners and different levels and types of resource commitments. We recommend to clients that they sieve elements prior to choosing their partners or allocating specific resources. This substantially reduces the risk of committing to work with an organisation only to find that in practice this adds little strategic value.

“A sort of *safe space* for testing out different partnership configurations” suggested Chris.

“Well put”, applauded Pablo, “Our approach to measurement”, he added, “is not only to record the results of each stage of these early investigations, but

also to offer checklists that prompt better negotiations. For example, we've specialist checklists to ensure full coverage of the principal due diligence issues for each partner. And we deploy other checklists to help formulate the main clauses in the final partnership agreement”.

“That’s all fine,” voiced Chris. “But is there any chance we could talk a little more about actual performance metrics; you know, what gets measured *after* the agreement is signed?” He was keen to progress the conversation onto the territory that Jean had asked him to get to grips with.

“Sure. Most Partnership Agreements, or similar document like a Collaborative Agreement, Alliance Agreement, MoU or certain Public-Private Partnership contracts, these will involve some sort of commitment by the parties to track and monitor the performance of the partnership. At least they *should*,” he emphasised. “This can range from a simple agreement to undertake a single mid-term review, a year or so into the partnership’s activities. All the way up to the sort of real-time, interval-based, performance tracking indicators I’m going to share with you in a moment. I

see it as the job of the partnership broker to assist the partners decide on the extent of performance metrics that would work best.”

Chris began to take notes. Pablo continued. “Essentially there are three types of performance information for managing partnerships. The first is what in my office we call ‘periodic performance data’. This involves the measurement of indicators at set weekly, monthly or quarterly intervals. The focus of these metrics can be anything, but it is good practice to distinguish at least between indicators that measure the shared sustainable development outcomes of the partnership, and indicators that measure delivery on the strategic interests of the different partners. This type of data is particularly useful for showing which partners are winning and which losing. Handled carefully, the partners then have the information they need to get the project or programme back on track; before costs spiral, the initiative collapses or relationships eroded. We also help partners track their disbursements of costs, both financial and in-kind. One thing to watch out for on this is to be sure to separate monetised costs from real costs.”

“What’s that about,” interjected Chris, trying to keep up.

“Well, many NGOs, and increasingly some more enlightened companies, have started to place a monetary value on the in-kind resources they contribute to partnerships. One recent report that I know of, prepared by the World Economic Forum in Geneva, gives the total monetary value of in-kind philanthropic contributions from the Fortune 500 companies at over \$2.5 billion per year.”

“NGOs like monetising in-kind resources because otherwise the companies they partner with, and take money from, tend not to value the contributions they make. More often than not, the cash-strapped NGO is seen by the company as little more than a service provider, under contract as part of an outsourcing arrangement.”

“The most obvious in-kind resource to monetise is labour. It’s relatively straight forward to assign a pro rata salary or wage to each person seconded to the partnership. In essence, all we’re talking about here is the opportunity cost.

“Another monetised resource”, Pablo continued, “might be the market price for office space or equipment lent or

given to a partnership. The key point is to ensure that these monetary figures are kept separate from the real cash costs. They can be brought alongside the financials, visually, but should not be mixed up; especially not when trying to calculate the overall return on investment.”

“Do you mean to say that you actually try to calculate the investment return for participating in a multi-stakeholder partnership?”

“Indeed, yes,” said Pablo. “What we do is first isolate the financial costs and revenues to date, then place the resulting cumulative operating profit visually against the in-kind costs and the partnership’s developmental and strategic outcomes so far achieved. It’s then a fairly straight forward case of assessing how the financial returns, usually a negative figure in my experience, plus the in-kind and monetised costs, stack up against progress in achieving the stated development goals and interests”.

“We run this type of calculation either for the partnership as a whole, or for a single partner, and we

can judge returns in a single year, cumulative to date, or make forecasts to the end of the project”.

“There’s one further thing”, Pablo added, as Chris frantically scrawled down notes. “As we worked up this methodology we realised it was a short extra step to be able to bring different partnership projects together into clusters or programmes, then allow these to be compared against each other to see which was performing best against a common set of indicators. We call portfolio partnership management”.

“We could use that idea you know”, remarked Chris, leaning into the telephone, which he was now using on speaker mode. “We often have a number of community investment projects going on at the same time, but no way of telling which is the best performer. It would be great to see this up in lights”.

“I’ll show you an example Chris. We’ve just finished applying these ideas to compare the performance of eight separate local community development projects, each involving the same mining oil company. Four of these were partnership projects, the other four conventional company-led initiatives. A keen interest of

the company is in their level of staff involvement in each project. By comparing the eight against these indicators, we found that all but one of the partnerships outperformed the company-led projects. One partnership initiative in particular, which provided local supplier firms with affordable finance, had an eighty percent higher performing rating than its nearest rival. As a result of our analysis the company is planning to make strategic changes to its future community investment programme.”

Pablo had been pulling up data on the screen during the discussion. Various trend lines and bar graphs appeared. He circled the relevant areas with his cursor as he spoke. “Can we try something here” asked Chris. “Sure,” said Pablo, “you’ve got control if you want Chris. Your mouse controls my mouse.”

“Excellent,” said Chris, as he proceeded to click away on various data sets, generating his own graphs. “This traffic light colour coding is useful,” he said at one point. “As you say, it shows who’s winning and who losing.” After a pause, he added. “Hang on a moment, but might this not cause some friction within the partnership, for example when the losers, the reds here, see themselves

compared with the winners, the greens. Look at the Local Bank in this Micro-Credit Programme. I bet he wouldn't be too happy being the only one showing red."

Mirco-Credit Partnership Scheme for Local Entrepreneurs - Partnership Performance							
Partner	Objective	KPI	Owner	Period	Target	Actual	Variance
Shared	Credit for Low Income Entrepreneurs	No of Entrepreneurs provided credit	External Affairs	01/01/2007	39	25	-35.90% R
Shared	Opportunities for Job Stabilisation	# jobs created after 1 year	External Affairs	12/01/2006	400	450	12.50% G
Company	Loan Fees	Loan fees payments/6 months	Simone Francis	01/01/2007	£8,958	£8,568	-4.35% Y
Company	Loan Interest	Loan Interest payments/6 months	Simone Francis	12/01/2005	£85,500	£89,900	5.15% G
Company	Client complaints	Number of recorded compliants	Simone Francis	01/01/2007	10	10	0% Y
Company	Strategic - Staff Involvement	Total person days index	External Affairs	31/12/2006	20	30	50% G
Local Bank	Project - Customer base	No. of referrals in range \$10K - \$50K	Bob Pritchard	22/02/2006	24	20	-17.10% R

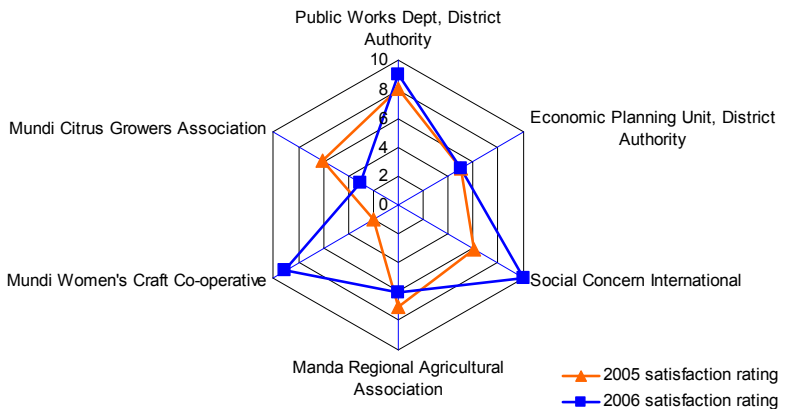
"Ah, good point. Now this is where the art of a partnership broker comes into his or her own. It might be someone like me, a third-party facilitator, interpreting this information in preparation for regular meetings of the partners. Or it may be what we refer to as an 'internal broker', someone from one of the partner organisations, but authorised by the other partners to do a similar job. Either way, the winners and losers data needs to be treated with great sensitivity. The person presenting the information must understand the level of

interdependency within the partnership. The more interdependent, the more critical it is that all parties eventually win, and achieve their strategic interests, otherwise everyone will eventually lose. The trick is to get people focused on finding solutions that bring the losers, the reds, back on track. These meetings must avoid turning into a blame game. The partners need to be persuaded to work as a team, drawing on their combined resources to ensure that all parties keep on winning.”

“The alternative,” Pablo added, “and I’ve had people argue for this, is to forego metrics altogether; just let the partnership trundle along blind to the partners’ different levels of performance. The danger here is that by the time one party realises that its strategic interests are not being satisfied, it is often too late to get the thing back on track. Relationships will have crumbled and the partnerships’ development outcomes compromised.”

“Can we talk about relationships for a moment,” suggested Chris. “What metrics do you suggest for this? From my experience partnerships are often built on the strength of key individuals, and the overall quality of trust between the partner representatives.”

“A Partner Satisfaction Survey.” Pablo answered directly. “What we do is invite the representatives to identify a series of ten or so questions that will gauge the quality of relationships within the partnership over a sustained period of time. This might include questions about levels of trust, effectiveness of internal communications and reporting, responsiveness of partners to requests. That sort of thing. We can then use a Radar Graph or other format to represent changes in relationships over time. Here, I’ll show you.” A few clicks and a graph appeared. “This is data from a multi-stakeholder partnership put together to improve agricultural development in a rural district in Ghana. We combined ten different relationship indices into a single ‘satisfaction rating’, then compared the results for the six partners between 2005 and 2006.”



“Let’s see if I understand this correctly,” said Chris after some consideration. “The Women’s Craft Co-operative seems to be back on track now, having recovered from a rather poor satisfaction rating in 2005. Is that right?”

“Indeed. But note that something is also still not right with the Mundi Citrus Growers Association. They were only at level four in 2005. Now this has gone down to two. As a result of this graph, on the day before the quarterly meeting when these results were to be released, we visited the Association. It seemed the problem had to do with one particular individual from the District Authority Economic Planning Unit, a man who was being overtly critical of the Association to the other partners. We subsequently thrashed this out in a bilateral meeting that same afternoon, and the situation was greatly improved.”

“What this shows, I think,” speculated Chris, “is the importance of interpreting and disseminating performance data well ahead of partner management meetings. There needs to be time to smooth over any emerging difficulties, rather than leave the data to surprise everyone on the day. I also wonder just how much of this information should actually be shared

openly between all the partners, or more worrying perhaps, with the project beneficiaries and general public. Isn't much of this information simply too sensitive to be released?"

"You could be right there Chris. What we aim to do at the time these metrics are established is get agreement on who should have access; specifically who should be allowed the rights to *enter* data and who to *view* the data. It can work both ways of course. Some partners want to elevate levels of transparency and accountability, allowing all partners and representatives of beneficiaries and the public to see all the data, and even to be able to play with it themselves on-line, creating graphs etc. Other organisations wish for more confidentiality, especially in how the partnership is performing against their own internal strategic interests. In my experience, most partners choose to limit access for the entering and manipulation of the data itself, assigning this role to named individuals within their organisation. The partnership tracking software that we use allows what we call differential security. Let me show you."

Pablo proceeded to exit the software application. He then started again, typing in a different user name and

password. Chris followed all this on the screen in front of him. When Pablo entered the application this second time, only one partner's performance and cost data were accessible via the menu, along with specific data on the shared development aims. All other projects, partner names and related data had now been blocked from view.

Chris glanced at this watch.

“Pablo this is all great. But I'll need to get going in a moment. You mentioned at the beginning of our conversation three types of performance data. The first I think was what you called ‘periodic partnership performance.’” Chris was reading from his notes. “What are the other two?”

“I've alluded to the second already”, responded Pablo. It is all about the internal processes going on between the partners. The first set, the periodic partnership performance data, was about measuring the shared development outcomes, the performance of the partnership in relation to the strategic interests of the different partners, data on costs and resource commitments, and information on overall returns on

investment. This second set – metrics for tracking internal processes – includes the partner satisfaction survey results we mentioned, other types of relationship mapping, and the tracking of internal reporting and communications between partner organisations. It also includes metrics on what I some times call the *rules of the game.*”

“What’s that about,” asked Chris, intrigued.

“Well, you have to remember that many cross-sector or multi-stakeholder partnerships involve non-traditional parties, organisations and individuals unfamiliar with working together. In the early stages of these partnerships, the ‘rules of the game’ need to be established. This is about how partners behave towards each other, or signal their behaviour by the decisions they take. Often such rules are not clear and remain unwritten. A partnership broker, internal or external, can help here, assisting the parties develop these rules together, and establishing metrics to explicitly track performance against them. This might include measurement of how key decisions are being taken, the extent to which agreed grievance management processes are being followed, whether agreements on how the

parties should communicate with each other or with the outside world are being actioned as planned.”

“But what you must realise,” continued Pablo in a more earnest voice, “is that those interpreting such metrics should take into account that working out the ‘rules of the game’ for a partnership takes a number of iterations. It is not immediate. Although certain metrics for measuring internal process can be established at the time of negotiating the original partnering agreement, others may not be able to be set until refinements on decision-making, inter-organisational behaviour and internal communications have had time to crystallise. The role of a broker here is critical. A ‘no blame’ culture needs to be fostered, especially in the early phases of a partnership. If one party has a problem with the way another is acting, this should be the source of discussion about new, common rules and related metrics. It should not be allowed to degenerate into finger pointing.”

“And the third set?,” said Chris, worried that their time was getting increasingly short.

“The third set,” offered Pablo, “are metrics that measure partnership performance over the *longer-term*. For

example, data gathered to support occasional partnership reviews – larger scale investigations, usually involving a third-party facilitator, and directed not only at the partner representatives on the steering committee and project implementers, but also at managers from higher up within each of the partner organisations. Some people apply a SWOT analysis for this. I guess you know all about this, so won't bore you. It seems to work quite well, not least because a SWOT picks up the unexpected consequences of a partnership – outcomes which it may not have been possible to establish metrics for at the time of negotiating the agreement.”

Pablo continued to explain that beyond these *ad hoc* partnership reviews, on other occasions there was a need to evaluate whole partnerships against the alternatives. Here data was needed to make judgements about whether the partnership approach in general was a more efficient route to achieve development outcomes than could be offered by other options. These alternatives, he explained, might include one organisation conducting the work unilaterally, or taking part in an outsourcing arrangement or service contract. “There are some new methodologies out there for doing this type of whole-of-partnership evaluation,” said Pablo. “Each stresses how

essential it is to start collecting baseline data early on, against which these grander evaluative judgements can then be made later.”

“One last question Pablo. You’ve been with us now on this partnership to link resettlement for the Refinery to our ‘local content’ strategy. What would you advise us on metrics? The Task Force has a week left before it reports back. Have you any good ideas?”

After a moments silence, Pablo replied. “You can send them this internet link, if you like. I’ll set you up with a private account. It might help guide the Task Force to ask the right questions on what metrics to put in place. If you want something simpler, then just use a standard Excel spreadsheet and go from there”.

“That’s kind of you Pablo, but where do you think they should start? It all sounds rather complicated.”

“Start by developing indicators for the shared objectives. You all seem to want to improve employment opportunities for those who are resettled and assist local suppliers to provide employment. I’d start right there. Look for language in the stated objectives for the

partnership that could be helpful in setting indicators: number of jobs, relevant skills; performance of local suppliers in meeting requirements for quality, reliability and HSE compliance. That sort of thing. There's also the objectives you all discussed about achieving long-term sustainability. Here you already have language in the objectives around the transferability of skills, and improved marketability of suppliers beyond the energy sector. Perhaps you could set performance indicators around the number of non-energy jobs created over time; your success in aiding the transition of workers from the Refinery's construction to the operations phase; or for local enterprises, the volume of contracts won, or perhaps the change in turnover over time."

Pablo and Chris spent the last five minutes of their conversation discussing the precise indicators that might be put in place to measure the individual strategic interests of each party in the Refinery resettlement project. EXCO would need data on whether the partnership approach was resulting in the leverage of additional resources from government, and whether national oil revenues were being invested in public infrastructure in the province. Annie would want some measure of the success of her organisation in breaking

into the vocational training market. Charles' department and Michael Rasola would probably want metrics to measure the level of local hostility to the Refinery.

“I get the picture,” said Chris, indicating in his tone that their time together was now over. “Start with the narrative of the stated objectives, both shared and individual, and work from there.”

As promised, within five minutes of coming off the phone, Pablo sent through the internet link to the software. Chris forwarded this to the Task Force, and offered to spend some time helping them get going.

A week later the Task Force reported back. In addition to a workplan detailing activities, resource commitments and the allocation of roles and responsibilities, they also proposed establishing twenty two indicators for tracking the quarterly performance of the partnerships shared and individual objectives, a partner satisfaction survey questionnaire, and security protocols that made transparent the employment and enterprise development outcomes, yet retained confidentiality around tracking each party's strategic interests. They also recommended scheduling an annual partnership review using a SWOT

analysis format and hiring an impartial external facilitator to run the event.

The final recommendation was for Chris to be given the job of Partnership Manager, charged with interpreting the performance and relationship data in preparation for all subsequent quarterly joint partner meetings. The Task Force had been unanimous on this point.

Chapter 8 – The Aida Consensus

Six months had past since the Task Force’s recommendations had been accepted in full. During this time Chris had become increasingly expert at managing the various performance data relating to the Refinery’s resettlement and ‘local content’ partnership. Not just the metrics, but, as Pablo had indicated, also managing relationships in the light of the data’s exposure of apparent winners and losers.

Within another six months he was sure there would be sufficient data to predict an overall return on investment for EXCO’s involvement in the collaboration. Jean would like that, I’m sure, he thought.

Chris also had plans to invite Pablo back to conduct a full partnership review. Much had already happened as a result of the initiative that was not predicted by the Task Force, and for which no performance indicators had been set. Two other international development agencies had asked to join the initiative. Other companies had voiced interest in the innovative ways EXCO was integrating 'local content' obligations into community investment programmes, what the company now referred to in its communications material as 'a new era of community content'. A SWOT analysis with all the partners, particularly one run by Pablo, would, Chris felt, reveal much about both the recorded and hidden value of the partnership. But this could wait a while. Time was needed for the data to accumulate.



It was his growing familiarity with the methods for setting and tracking partnership metrics in general that inspired him that day to model Aida and his marriage in the same way. A week had gone by since she had bolted herself in the bathroom. He had lain in bed that night, a cold space between his legs and hers, thinking about why things had gone so horribly wrong. He recalled

what Pablo had said about being sensitive to people's reaction to data on winners and losers. He determined next day to try out the same strategy they had adopted to manage performance data on the resettlement partnership. This meant that Aida and he would retain joint access to performance data on their shared objectives: keeping the house clean, staying within the weekly budget, that sort of thing, but restricting each other's access to data on their own strategic interests in the marriage, especially those relating to the behaviour of the other person. Next time he would remember not to share data on who was to blame for originating arguments, at least not on a weekly basis, perhaps just once a year. Yes, he thought, this is going to work much better. With the details of the strategy taking shape in his head, he twisted over to move closer to his wife. She, in turn, pulled further away, almost to the edge of the bed.

Never mind, he thought. I'll explain to her tomorrow. He returned to his own side of the bed, and fell into a contented sleep.

"Click here," said Chris to Aida. They were seated in front of his laptop at the top of the house, accessing the

internet via their newly installed Wifi connection. “You don’t have to worry now. I’ve set up the security protocols to allow only *you* access to your own data. And, likewise, I’m the only one who can access the performance data on *my* strategic interests for our relationship.”

“We can still each see all the shared performance data, on the children, our finances etc. And I’ve put together a short questionnaire to measure the more intangible aspects of our relationship. If we could finalise these tomorrow, I’ll be able to enter the results before the children come home from Grandma’s.”

“I’ve also set you up with a unique user name and password. You can now access this data from anywhere in the world. Even from your office desk at work. You can then print out performance trends, graphs, whatever you like. What do you think?”

Much like the last time, a period of awkward silence ensued.

Then, much to Chris’ surprise, and great relief, Aida slowly broke into a contained smile. She placed her

hand on his. “Chris, I would like to take you somewhere,” she said softly.

She led him down stairs. Picked up her handbag and car keys.

“Where are we going?” he asked. She didn’t answer, but motioned him outside. Given her good mood, he felt it prudent not to enquire further. They climbed into the car, and drove out of town.

The sky was a rich black. As the lights of the city faded, the stars slowly emerged. She turned on some music. The same CD he’d been listening to on the last few runs to play tennis. She opened her window and let the wind speed chill the car.

Within half an hour they arrived at a small restaurant by the side of a lake, a place frequented during courting days, but not since the marriage. She slipped her hand into his as they walked from the car, something she hadn’t done for a while.

They sat at a quiet table overlooking the lake, and ordered drinks.

“Chris,” said Aida. He steeled himself, wondering what she had in mind. “It’s beginning to occur to me that you might like to talk a little about our marriage. Shall we talk?”

And they did. For four hours they talked. Through three courses of food, a bottle of wine, and numerous refills of coffee. They left the restaurant at past midnight. Walking back to the car Chris placed his arm around her shoulder.

They arrived home and together went upstairs.

“Aida, just one moment.” Chris had been inches from climbing into bed.

He went to the top of the house. Past the photos of his worldly travels. Past the children’s’ toys strewn on the floor. He walked up to the computer at the far end of the room, hit a few keys and logged out. He then threw the main switch on the wall, and unplugged the computer.

When he returned to their room, Aida looked up, smiling.

“What were you doing *this* time love?”

“Oh nothing dear. Nothing at all.”

_____end_____

Exercises

Chapter 1

1. What general lessons are to be learned from this encounter about how, and how not, to go about establishing partnership metrics and using software to track partnership performance?

Chapter 2

2. Re-engineer the Terms of Reference which guided Pablo in his week of meetings, seminars and negotiations.

Chapter 3

3. Identify the principles, strategies and tactics adopted by Pablo in his facilitation role. Which of these might be directly relevant to your own partnership brokering work?

Chapter 4

4. Draw a diagram capturing the ‘local content’ framework proposed by Chris.

Chapter 5

5. Summarise the main elements of the proposal to link ‘local content’ strategies to the Refinery’s resettlement programme. What are the benefits and risks of this strategy for EXCO, from both a commercial and reputational perspective; and what roles could a partnership broker play in enhancing these benefits and mitigating the risks?

Chapter 6

6. In what ways does the partnership promote the long-term sustainability of employment opportunities for those to be resettled by the Refinery? What needs to be negotiated as part of the Partnering Agreement to ensure that this sustainability is assured?

Chapter 6

7. List the underlying strategic interests of the different partners in the partnership. Whose interests are least likely to be satisfied? What could a partnership broker do to reduce this risk?

Chapter 6

8. Select a partnership agreement, MoU or similar document with which you are familiar. Assess the extent to which the sixteen elements of the Partnering Agreement identified in the Chapter were adequately negotiated. Are there others?

Chapter 7

9. What is the role of a partnership broker in setting, interpreting and presenting partnership performance metrics in periodic partnership management meetings?

Chapter 7

10. Describe the different types of partnership performance metrics.
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The New Broker

Beyond Agreement

“Michael’s latest work of fiction is, for most of us engaged in multi stakeholder partnering work, uncomfortably close to our own experience. We recognise the characters, the dilemmas, the challenges and, particularly in this latest book, the need for sensitively tracking and evaluating the performance of partnerships in which we are engaged.” - Alan Detheridge, Shell International

“... essential reading for those public sector employees engaged in brokering partnerships, and who acting on behalf of its population need to take its role in partnerships as seriously as those in the private sector.” - Gary Tagallie, Government of Trinidad and Tobago

“Michael Warner’s new book ‘Beyond Agreement’ is a perfect sequel, it keeps up the momentum from the earlier book, is full of learnings and yet fun . . . what makes the book a great read is that Chris [the main character] is every one of us going through our partnership struggles in everyday life.” - George Odo, CARE Kenya

“This book is light-hearted in style (and eminently readable) but don’t be fooled, its conclusions are serious and important.” - Ros Tennyson, International Business Leaders Forum

“... the development and use of metrics to measure progress is a very important topic, and is most engagingly covered in this novella. A painless way to learn more about building partnerships that work.” - John Groom, Anglo American

