

## **Rules and Procedures Questions and Clarifications:**

### **Question Re: Expectations About Reaching An Agreement:**

1. I was wondering how detailed of an agreement the two parties are supposed to end up with? Are we simply coming to an agreement on the basic parameters and writing it down, or are we actually drafting a full contract in the allotted time?

**A:** The goal of each session is to come to some sort of an agreement in the time allowed. In some instances, an agreement on all points will be possible, in others, only a portion of the points will be resolved at the table and the competitors may choose to negotiate what to do next. If there is time to draft written “deal points” that is permissible; it is not expected that you will be able to draft a full contract in the time allotted.

**\*\*\* Critical Point:** You will be judged on how well you represent your client, not on whether you reach a deal. In some cases, you could be penalized for reaching a deal that violates your client’s instructions or is not in the best interests of your client. Conversely, you could be rewarded for refusing to enter in an agreement that does not meet your client’s instructions or his/her best interests.

### **Questions on Outside research:**

2. What kind of expectations do you all have for outside research? The Competition Rules seem limiting, but to successfully negotiate due diligence and research is crucial. I do not want to waste time doing extensive research if you all really just want us to stick to league/company websites offering general information. Any detailed guidelines on your expectations in the research area are appreciated.

**A:** The Competition Rules are intended to allow competitors to do research primarily to educate themselves for background purposes. The intention is create a fair playing field and not a contest of who has the economic resources. Any conflicts between real world facts and the general/confidential facts provided are resolved in favor of the facts you are given.

**Key ethical point:** If you refer to any facts outside the given facts, you must make it clear to the other side and judges that this is a result of outside research. You should do this by prefacing any reference to outside facts as “Our research shows” or something similar. You should avoid heavy reliance on outside facts during the actual negotiation because unless your opponents have the same research it makes it less likely they will agree. This problem is very given fact oriented. Opening up this problem to other facts without clarification would make the problem that much more difficult to reach an agreement.

3. Along the same lines as the last question on outside research. None of the major team sites, company sites, or major news sites has much detail on actual figures from endorsement deals. Most of this is confidential outside of the biggest deals, which do not apply here. So does that mean we should be basing our offers simply on trying to give Kershaw less without referring to other players endorsement contracts (other than the Wright deal cited in the facts)?

**A: The major news sites were examples of sites to use, not a limitation. Again, the only rule is that the sites must not require a fee, username, or password and must be prefaced with some term or terms clarifying the research as outside the given facts.**

4. In the rules, on page three, (3) REASONABLE INFERENCES AND SELF-SERVING FACTS, it says, "any outside information used must be from league sources." Does "league sources" mean MLB or any other league site (i.e. NBA, NFL, etc.? Does this mean that any research we would like to do, for example about comparable endorsement deals, must come from the MLB, etc.? Are we not allowed to get info from the FRS website? In addition, when are we to give our research to the other team(s)? Do we have to print off enough copies for every team or judge?

**A: You may consult any non-paid site on the web.**

**You will not be required to furnish any written research to the other side or the judges. If challenged as to the source of your info, you must have an accurate citation to where the info is located, but need not have a physical copy with you.**

**Please note that is very important to make sure that if you rely on any outside information during the negotiation session that you make clear that the information you are relying on is not part of your confidential facts. Otherwise, the other side or judges could be misled. You can do this by prefacing any reference to outside facts by "Our research shows" or something similar.**

**Questions re: Permissible Materials:**

5. What materials are we allowed to present to opposing teams? Can we give them work that we created - say a chart of Kershaw's statistics?

**A: You cannot present any charts that are prepared in advance. You may create the chart at the negotiating session. Alternatively, just give the stats orally.**

6. Are printed articles permissible? There is a restriction on passing out prepared materials. Does this mean we cannot hand a chart or article or proposal to the opposing party?

**A: You can read anything you want. You MAY NOT distribute any materials to opposing teams or judges. (See “Competitor Rules,” Section 5(D)).**

**Question Re: Further Clarification or Changes in Facts:**

7. Also, upon review, it appears that the rules for the competition are closely formatted to those of the ABA negotiations competition. Given prior experiences with negotiations competitions, I know that in the second round, the competitors are often given a new fact sheet that has not been published earlier. They are then given 15 minutes or so to go over the new facts and must negotiate on the spot. After receiving all the materials for this competition and reviewing the rules, I do not see anything about this "surprise", so to speak, being a part of this competition. Can you clarify whether the competition will be kept within the four corners of the materials provided or if there will be anything else provided on the day of the competition with which the competitors will have to work?

**A: No. Additional materials will not be provided after the releases that have already occurred to date. To be more specific, in the first two rounds, there is no expectation that any supplemental materials will be provided after the answers to these questions are given. In exceptional circumstances, where it is critical to the viability of the problem, it is conceivable that a late amendment could be required. However, the odds of that happening are extremely remote. The NSLNC holds that last minute “surprise” is undesirable and to be avoided unless essential.**

**In the finals, the two teams qualifying will receive confidential facts in printed and email format separately, directly after the two finalists are announced on Saturday afternoon, September 24, 2011.**

**Questions About Timing**

8. Are we negotiating in current time? So September 2011?

**A: Yes, the time in all rounds is the present.**