
In Theory

Why Do We Respond to a Concession with Another Concession? Reciprocity and Compromise

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All negotiation processes involve an exchange of concessions, and compromise is an agreement based on mutual concessions. Hence the questions investigated in this article: Why are concessions in negotiations always reciprocal? Why do negotiators follow this rule? And why do negotiators achieve these concessions through a process that we call compromise? Is there a connection between conceding and promising? In this article, I examine the structure of concession making and compromise through sociological, anthropological, and etymological lenses to better illuminate this critical negotiation component.

Key words: negotiation, concessions, reciprocity, exchange, promises, compromise.

Introduction

A “concession” may be defined as a revision of a negotiating position so that it will come closer to the opponent’s wishes; and a “compromise” may be classed as a way of reaching agreement through concessions by both sides. Frequently, the point where the two

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revised negotiating positions coincide, rather than the process of reaching this point, is referred to as “the compromise.” (Iklé 1964: 104)

These few words published in a footnote in the book *How Nations Negotiate* by Fred Charles Iklé describe the purpose of “making a concession,” which means revising one’s claims so that they can be integrated with the counterpart’s claims, which have also been revised. This double revision process is simultaneous *and* successive: it occurs during the same sequence of the negotiation game (before other concessions are made at a later stage on the same item or other issues). Moreover, one party’s revision is a response to the other party’s revision—or an encouragement to respond in kind. This means giving in order to receive in return. Why is this process reciprocal? This is the subject of this article.

These revisions are renouncements, and these renouncements are jointly made by both parties: Claim *a* (or *b*) of Actor A (or B) is replaced by Claim *a'* (or *b'*), a reduced, partially given up, or reorganized form of the original claim. And because *a'* has replaced *a*, the opponent consents to *b'* replacing *b*.¹ This mechanism—the reciprocity of concessions—is the focus of this article: what is the moral, practical, strategic, and anthropological foundation of this mutual strategy of renouncing?

The combination of these renouncements is called a “compromise”. Why is this word used, when etymologically (*cum promissus*), it means the presence and exchange of promises? What is the logical connection between making a concession and promising?

In other words, if compromise implies, necessarily, mutual concessions and means “promise together,” and if promises and concessions seem so intrinsically linked, what is the sociological link between compromise and promise?

The subject of compromise and mutual concessions is too rich and interconnected with a variety of other subject areas to tackle in a single brief article. So in this article, I return to the roots of the concept of compromise in order to shed light on how we use the term now, focusing on a few key concepts and arguments.

Indeed, my questions have both theoretical and practical implications: knowing *why* we make a concession, *how* we make it, and *what* we are promising can improve our negotiation practices. Conceptually clarifying the notion of compromise, I hope, will enrich our collective knowledge about negotiation as a social activity. In this article, I first present a few hypotheses designed to enhance our understanding of the reciprocity of concessions and I then examine compromise as a joint decision based on this reciprocity and an exchange of promises.

What Motivates Reciprocity

Why are concessions in negotiation ruled by reciprocity, and why do the parties respect this rule? Howard Raiffa described this rule-based exchange of

mutual concessions as a “negotiation dance,” with the giver (the one who gives) becoming, in the next round, the recipient (the one who receives). The game continues until an agreement is reached, obviously taking into account time pressures, each party’s relative bargaining power and alternatives, and each party’s efforts to moderate its own concessions (See Dean Pruitt’s classical demand/concession model in Pruitt 1981.)² This reciprocal game of concessions is considered to be universal, and it appears to be understood and practiced worldwide in all cultures. What are the reasons for this?

Determining why phenomenon x arises in situation y means establishing a causal relationship: what is the cause of x ? This process is known as “causal attribution.” For example, if the factors a and b are the cause of x , then we can predict that if a and b are present, then it is likely that x is also present.

But we know from Wilhelm Dilthey ([1924] 2010) that if natural phenomena are explained objectively, social phenomena are understood subjectively. So determining why people behave in a particular way (x or y) individually or collectively requires comprehensive reasoning to understand the action’s intended meaning. The objective of the analysis is to understand the motivation to act, which is “a complex of subjective meaning which seems to the actor himself or to the observer an adequate ground for the conduct in question” (Weber [1922] 1978: 11).

To elucidate their reasons for action and not just causes to explain it, it is necessary to turn to the negotiators themselves and understand their subjective experiences. “The explanation” of their behavior is functional: they concede in return because it allows them to reach their goals more surely. But, in the words of Max Weber, their reasons occur in “a chain of subjectively significant grounds” ([1913] 1981: 164). Each negotiator, when she responds with a concession to her opponent’s concession, acts for various reasons, intertwined with each other. In this article, I examine four of these reasons: self-interest, moral and social obligations, personal stakes, and the future of the relationship. It is these multiple links of subjective causality that I will now explore.

Reason One: Self-Interest

The first good reason negotiators respond to a concession with another concession involves their self-interest. According to the theory of rationality, individuals will pursue actions that help them achieve their purposes. And according to negotiation theory, by negotiating, individuals find that they have more to lose by refusing to cooperate than to gain by proceeding to an exchange. Thus, they exchange, for example, ownership rights over goods or the possibility of access to these goods in return for other rights or other possibilities deemed to fulfill more of their interests. As Weber noted ([1922] 1978: 72), “Exchange is a compromise of interests on the part of the parties in the course of which goods or other advantages are passed as reciprocal compensation.” Each party understands that, to obtain the desired outcome

after having attempted to gain it by exerting power over the opponent, they must give up, in return, a good claimed by the opponent. Every exchange is thus “a sacrifice in return for a gain,” as defined by another sociologist, a contemporary of Weber, Georg Simmel (1900).³ Thus negotiators, first evaluate the gain obtained in terms of the sacrifice and, second, they choose a renunciation strategy (and keep it!). Let’s examine these two actions.

Evaluation. Throughout the negotiating process, this activity is constant: to think of what has been achieved in the light of what has been lost—and deduce, at each step, whether to continue the concession game.

Making a concession means “giving a little to meet the other fellow’s demands” (Zartman and Berman 1982: 166). Each giver in fact wishes to give up less than he gets. For there to be a concession, Thing *y* given up by the giver, must thus be more valuable to the recipient than Thing *x*, given up in return. As Raiffa (1982: 142) wrote: “The art of compromise centers on the willingness to give up something in order to get something else in return.” He added, however, that “successful artists get more than they give up.” Is this determined by chance, power, or skill? Perhaps none of these, because whether or not one has given little and received more depends on what one subjectively perceives to be of lesser value — just as Shakespeare’s Richard III sought to exchange his kingdom for a horse, or Esau in the Old Testament was willing to give away his birthright for a bowl of lentil stew (Genesis 25, 30–34).

Although the desired entities already have a subjective value for the negotiator, that value changes during the negotiation exchange. The rivalry between the parties is of prime importance. In the promissory exchange, giving up a claim on Thing *x* is only effective if the other party agrees to give up, at the point when its desires are stated, its own claim on Thing *y*, because the value of the claimed item is proportional to the other party’s resistance to granting it. Refusing a demand from the other party can increase the latter’s desire to obtain it. Conversely, when the other party refuses what we believe to be a legitimate demand, it can strengthen, in our own view, the legitimacy of that demand. The reciprocity of concessions thus is underpinned by the relationship between desire and resistance.

The fungibility of things (they can be exchanged) can thus make up for competition over resources and can also reduce the costs of obtaining them. Rather than fighting to unilaterally utilize some resources, opponents discover that they can share them. Coastal tribes thus have access to game meat for which they exchange fish with inland tribes (Sahlins 1974). Reciprocity existed *between* tribes because tribe members gained no benefit from redistribution of resources *within* the tribe (limited and unvaried internal resources). Thus, according to Marshall Sahlins (1974), reciprocity and redistribution are not mutually contradictory but rather polar opposites in the same exchange scheme. So some tribes sought marriage partners from other

tribes and vice versa; through this “generalized exchange,” communities could avoid endogamy. Thus, exchange and reciprocity can be socially intelligent and serve everyone’s interest because losses can convert to gains.

Renunciation Strategy. Following their evaluation of what they have to gain from their counterparts, negotiators must determine their strategy for renouncing their claims. Why do they reduce their claims?

This strategy is functional: by giving something up, they get something else. The original temptation was that of predation: to seize or capture the desired good. If the negotiator makes Claim x , which she or he believes is legitimate, why be satisfied with a diminished claim ($x - 1$)? It is only later, after the negotiator fails to obtain the desired thing, that she or he chooses to search for an amicable agreement. As Avishai Margalit (2010: 16) noted, we only rarely attain what tops the list of our priorities; circumstances usually force us to revise our list. The compromises we sign are usually second best and, sometimes, they do not even reach that level. They are based on an exchange because this is an efficient alternative to the alternatives (continuing conflict, stalemate, etc.) and its ensuing costs. As Claude Lévi-Strauss (1971: 143) wrote: “Exchanges are peacefully resolved wars and wars the outcome of unsuccessful transactions.”

Interest is a powerful remedy against defection. When people refuse to cooperate, they expose themselves to the risk of retaliation and thus frustration because, for their desire to be satisfied, the other person must give up something. Jean-Jacques Rousseau (1754) illustrated this idea of cooperative exchange using deer hunting: if we want to eat deer meat tonight rather than a poor lean rabbit (or even a leek broth if the hunt is disastrous!), it will take two of us to ambush it, to catch sight of it before it bolts, and to be sure not to miss it by cross-firing. It is in our interest to remain at our stakeout post and not succumb to the opportunistic risk of hunting a rabbit, leaving the other person to deal with the deer on her own. The protagonists of a compromise, by becoming swappers and agreeing to lose (e.g., a little bit of time or a chance to bag a rabbit) in order to gain (e.g., more nutritious red meat), find that their initial position is *improved* with each set of exchanges.

According to Jeffrey Rubin and Bert Brown (1975: 270), “Cooperation begets cooperation; and, conversely, noncooperation begets noncooperation.” However, do we all believe in this? Do we not fear that we will be the only ones who cooperate? This is the lesson of the prisoner’s dilemma: it is in the joint interest of the protagonists of a negotiation game to cooperate to benefit from the additional gain deriving from their cooperation. If each party individually, however, fearing the opportunism of the other party, chooses not to cooperate, each party will diminish this additional gain. How do negotiators resolve this conundrum? One of them must decide, unilaterally, to make a concession in order to start the round of concessions, making the decision to cooperate and thus persuade the other party to cooperate (and not *because*

the other party cooperates). But who should begin? Each party considers that it is up to the other party to start the round of concessions and to do so by neither hesitating nor deviating from her path, or what is known in French as *sans barguigner*.⁴ In their discussion of concessions in negotiation, Rubin and Brown wrote that concessions “if reciprocated, can lead to a mutually beneficial solution to the bargaining problem. However, if not reciprocated—if the concession maker is ‘betrayed’ by his adversary—the result may well be a mutually destructive conflict that is difficult to resolve” (1975: 275).

This is why a certain constraint is needed: the negotiator must somehow demonstrate that it is in the other party’s interest not to single-mindedly pursue her claim, that it is best to reciprocate so that her giving will in turn be reciprocated.

Reason Two: Moral and Social Obligations

Whatever compels this reciprocation can be external. Negotiators can push their counterparts to concessions with threats; they can use pressure tactics to increase the cost of noncooperation. The use of threats to reduce opportunistic behavior figures prominently in negotiation textbooks. As Thomas Schelling (1960) argued, however, threats should be used carefully because their effectiveness depends on their credibility, that is, on the negotiator’s capacity to carry it out, which in turn depends on the strength of his best alternative to a negotiated agreement (BATNA) as well as his capacity to manage all the linkage effects and/or to mobilize various other actors. This is why, as Raymond Aron (1966) stated, the art of convincing is inextricably linked to the art of constraining.

Moral considerations can also compel concession-making. By giving up something to his counterpart, the negotiator seeks to force the recipient to give up something himself, in return, to the giver. Hence a second good reason for negotiators to respond to a concession with a concession: the obligation to do so.

They cannot evade this obligation, or the joint negotiation game will be invalidated. They are complying with a ritual. Reciprocating with a concession, after having benefited from a concession, is a social norm; in negotiation, it operates as a Golden Rule: do unto others as you would have them do unto you. Or, in the case of negotiation: give to others what you want them to give you. This is a founding norm of compromise because it activates the principle of cooperation and maintains the social relationship. As pointed out by Peter Blau (1964: 112), compromise falls “between pure calculation of advantage and pure expression of love.”

The rule of reciprocal concessions is a humane rule that governs human relations. Reciprocity is also a functional social rule. Each party knows that a compromise agreement is based on its activation, that some rules must be scrupulously respected, and that breaking them would harm the game and thus damage her own interests.

The negotiation game is a rule-based game. For example, Iklé (1964) identified several rules of coexistence in international negotiation; among others, these include never kill the negotiator, avoid disputes about status, adhere to an agreed agenda, honor partial agreements, and reciprocate concessions. He wrote (1964: 104): "The rule that a concession by the opponent ought to be reciprocated with a concession by oneself combines the virtue of flexibility with the norm of reciprocity."

In his article "The Norm of Reciprocity," Alvin Gouldner (1960) noted the obligation to reciprocate works "in the long run" and that it is a response to the action of others, rather than a transcending obligation. Gouldner also observed that the exchange of goods or services is based on a set of beliefs; this exchange respects "a generalized moral norm," unrelated to local or time-specific circumstances. Although this norm may be universal, it is not unconditional because the obligations to reciprocate are contingent. In Gouldner's view, the values of given and reciprocated items are proportional and vary according to the need of the recipient at the time the advantage was gained, the giver's resources, his constraints, and his reasons for giving.

Peter Blau, in *Exchange and Power in Social Life* (1964), took Gouldner's argument a step further. He argued that social exchange is the voluntary action of individuals motivated by potential actions in return by those who will benefit from it. Reciprocating means discharging a "social obligation" (Blau 1964: 89); refusing to reciprocate is costly because it may tarnish one's reputation. Moreover, because these exchanges take place in small communities, people have a social interest in compensating the action received with an action in return. Unlike Gouldner, however, Blau contends that this compensation is not specified, either by a contract, or with regard to its terms and conditions (its forms, content, or timing); the nature of the action in return is left up to the discretion of the person who must reciprocate.

Blau and Gouldner illuminate not so much the reciprocity of concessions but the rule-based social game surrounding this reciprocity. This "moral foundation" (Graham et al. 2013) seems to work particularly efficiently: two negotiators, if they are knowledgeable about the bargaining game, know that one party's movement must necessarily entail a movement from the other party—or the game would stop and they would no longer benefit, in the next round, from another advantage (another concession or favor). Hence, the Golden Rule is as much a moral rule as a strategic rule, and its strategic value does not diminish its moral significance.

Above all, negotiation is about allowing the game to continue, to ensure that no protagonist breaks the momentum and, in doing so, stops everyone from "getting to yes" (Fisher and Ury 1981). Amy Gutmann and Dennis Thompson have defined reciprocity as "the capacity to seek fair terms of social cooperation for their own sake" (Gutmann and Thompson 1996: 52). Refusing to reciprocate (not making a concession in return) also means

risking being shamed by others and blamed by one's own group if the nonconciliatory attitude means that the conflict will endure and that there is thus little chance of arriving at an amicable agreement, which will deprive these members of any gain.

Giving in return, however, does not mean reciprocating exactly the same thing or reciprocating immediately. The negotiation dance is based on the idea that a reciprocated concession may involve "the same item or one of similar weight and somewhat comparable magnitude" (Lewicki, Sanders, and Minton 2000), but also different items and of lesser magnitude. Deborah Larson (1998: 134), observing relationships between states, drew a similar conclusion: "Reciprocity requires that concessions be matched; it does not mean that their magnitude must be equal."

Thus, the reciprocity of concessions does not refer to equivalence at the time the concession is made. In long-term relationships or in repeated negotiations, however, the parties will seek to achieve a rough parity in the exchanges made between them (Larson 1998). Perception is a fundamental element of reciprocity in negotiation because norms of fairness can vary considerably. The value of renouncements can be numerically equal ("an eye for an eye, a tooth for a tooth"—thus: two eyes, two teeth, etc.) or can involve items of a different type (sovereignty exchanged for security, as in the Camp David Accords of 1979). In both cases, the parties evaluate and determine the degree of equivalence of their mutual concessions. If necessary, to reinforce their arguments, the parties can testify to the cost of the actions they will take and challenge or verify the magnitude of each other's renouncements. Therefore, any compromise is both a mechanism for reciprocal concessions and a reciprocal evaluation of the concessions made.

Reason Three: Personal Stakes

Self-interest and social obligation motivate the act of reciprocation. But what determines the nature of that reciprocation, for example, which factors determine what the negotiator agrees to give up? I argue here that a third good reason to respond to a concession with another concession is: by conceding, we give from ourselves. Refusing to give in return is to continue the conflict, to cease cooperation, to express disdain for the giver.

In *The Gift*, anthropologist Marcel Mauss explored the gift-giving practices of the Maori tribes of New Zealand, noting that gift giving is common across numerous civilizations. "[E]xchanges and contracts," he wrote, "take place in the form of presents; in theory these are voluntary, in reality they are given and reciprocated obligatorily" ([1925] 1966: 3). Mauss found the duality of this phenomenon surprising; these acts are apparently free and gratuitous but still constrained. These exchanges are ritualized and occur according to a cycle that Mauss referred to as three obligations: "to give, to receive, and to reciprocate" ([1925] 1966: 3).

Each of these three steps is important: “giving” requires that the initial gift not be insignificant or contemptuous; “receiving” implies that the one who received attests to this gift; and “reciprocating” implies that the reciprocated gift be commensurate with the initial gift. The whole process forms a system and constitutes a fundamental cycle of social life. To give, to receive, and to reciprocate are, Mauss wrote, “total social facts” because “in certain cases they involve the totality of society and its institutions” ([1925] 1966: 100).

Mauss explains this triple obligation among the Maori in two ways: one gives—gratuitously, with pomp and ceremony and in a “disinterested” way—because a gift made to humans symbolizes a gift given to the gods: “It is they who are the true owners of the things and possessions of this world” (Mauss [1925] 1966: 2).

According to Mauss, the obligation of reciprocity resides in the thing itself. The relationship through things, Mauss explains, is a relationship between souls, because, in Maori culture “the thing itself possesses a soul, is of the soul.” To make a gift of something to someone, he continues, “is to make a present of some part of oneself” ([1925] 1966: 16). According to Mauss, reciprocation is an obligation because: “One clearly and logically realizes that one must give back to another person what is really part and parcel of his nature and substance, because to accept something from somebody is to accept some part of his spiritual essence, of his soul” ([1925] 1961: 16).

Let us return to the negotiating table. This exploration of Maori culture suggests that a gift can function as a substitute for oneself and that the recipient is thus under the obligation to receive: she cannot refuse the concession because it is “part and parcel” of the giver. So, just as refusing to concede can extend the conflict, “refus[ing] to accept is tantamount to declaring war; it is to reject the bond of alliance and commonality” (Mauss [1925] 1966: 17). Refusing to reciprocate a concession is thus tantamount to reigniting the initial conflict and ending cooperation because it can be seen as a denial of the dignity of the person making the concession. Simmel (2009: 300) defined compromise as a mechanism based on the fungibility of things: “One of the greatest inventions of humanity.” As pointed out by Adam Smith (1776: 14): “Nobody ever saw a dog make a fair and deliberate exchange of one bone for another with another dog.”

Reason Four: The Future of the Relationship

Reciprocity of concessions functions like reciprocity in gift giving: just as the recipient of the concession becomes the giver of concessions, the recipient of gifts often becomes the giver. But while a gift may be generous, a concession in negotiation typically is not, and gifts in some circumstances are given without the expectation or guarantee of return. But giving is part of a formal relationship, so while the giver may have no expectation that the gift will be

reciprocated, he may have other kinds of expectations based on the relationship between the parties.

Hence, a fourth good reason to reciprocate a concession is that the concession helps seal the agreement and prolong the relationship. Adversaries can become partners.

Reciprocating a concession provides an opportunity to assess the other party's behavior, acquire information about her preferences, and indicate to her one's interest in reaching agreement (Rubin and Brown 1975). It also means that the partnership can extend into the future, that the negotiators preserve the option of making future deals. The parties' relationship is often recurring and will continue past agreement because the individuals, groups, firms, and nations involved will continue to work or live together, and the compromises they forge support their coexistence. Some negotiation relationships end the minute the negotiation is concluded, without a past or a future, but many are destined to become long-lasting: the parties—whether they be manufacturer and supplier, union and management, or neighboring nations—know that they will meet again. Thus, how to safeguard one's reputation and develop the trust of one's counterparts are central concerns and topics that figure prominently in negotiation training textbooks.

Compromise and Promise

In this article, I have identified four explanations for the reciprocity of concessions. First, one concession begets another, which serves each party's self-interest: they make a concession to get a concession. Second, making concessions is seen as a moral and social obligation. Third, by making concessions, the parties commit themselves to the process of reaching agreement. And, finally, by making concessions, the parties nurture their ongoing relationship.

Concessions are an exchange of promises between negotiators through which they reach a mutually acceptable compromise. The word "compromise" is derived from the Latin legal word *compromittere* "to promise together." To compromise is thus to undertake together to act in a certain way, and the promise is the statement of this action to come.

In Roman times (and up until the eighteenth century in Europe), "to compromise" meant to resolve a dispute through a mutually acceptable third party arbitrator. Both parties promised, before the arbitral decision was rendered, to accept the decision of this "amicable compositor," otherwise they would each be forced to pay an arbitration penalty. By obliging the parties to give up their claims and promise that they would respect his decision, the arbitrator secured settlement.⁵

From the eighteenth century onward in Europe, a "compromise" referred only to the agreement between the parties themselves regardless of whether a third party was involved. But the idea that parties promise to honor

their compromises remained central to the exchange. If making a compromise implies submitting to others, then reaching a shared compromise implies mutual submission to each other. In both cases, the individuals involved create obligations, each becomes a debtor to the other with each one a witness to the other's promise.⁶

In addition, agreeing to the compromise entails accepting the risk that the other party's promise may not be kept, and agreement requires trust.⁷ But the other party faces the same risk, and disloyalty is in neither's interest. In negotiation, what is the impact of a failure to honor one's promise? It renders the negotiator's words meaningless and empty and threatens to damage the relationship.

The parties are the beneficiaries of their exchanged promises. The promisor who does not keep her word loses the benefits of cooperation because the game of concessions is founded on reciprocity. If she betrays her own promise, she offers her counterpart a reason to betray his, risking not only the outcome of this particular negotiation but the possibility of a long-term negotiating relationship.

This reasoning has prevailed since David Hume who viewed promise as a human invention founded on "the self-interested commerce of men." When a man says he promises something, by using the word "promise," Hume wrote (1739: 522), "he subjects himself to the penalty of never being trusted again in case of failure." But in this self-interested exchange, which the voluntary search for a compromise represents, every negotiator needs the other party; if she does not keep her word and refuses to fulfill her promises, then the possible gains generated by the agreement will disappear.

Thus, the exchange of promises in negotiation serves two functions: dispelling the risk of opportunism in a chaotic and unpredictable world, and uniting individuals who possess parallel abilities to both help and to harm each other. Of course, no promise is infallible and the future is unpredictable. But renegeing on the promise only makes the future more uncertain and risky. Reciprocal concessions make those risks more manageable. The obligation to fulfill a concession is thus the extension of the social obligation of reciprocity, and the concession itself is the consequence of the exchange of concessions.

Varieties of Compromise

Interestingly, compromise comes in more than one form, and distinguishing among the major types illuminates how the process works.

The first type of compromise is the exchange compromise (or sharing), which is typical of classic bargaining. This compromise involves interests that both parties are able to explain and understand; it often focuses upon divisible or monetary objects; it is less oriented toward the future and more toward an immediate resolution of the present issue, which must be resolved quickly. This style of compromise is typical of many business negotiations.

A second type of compromise is regulatory or rules compromise. In this kind of compromise, parties do not exchange items or money but jointly establish rules and policies for living or working together. This concession game is the embodiment of compromise as a joint promise and is sustained by the parties' common vision.

Conclusion

What does this examination of reciprocity in concession making tell us about negotiation practice? Examining the motives that underlie concession making in negotiation highlights an essential negotiation characteristic: the negotiator must always consider the consequences of his action. The failure to return a concession or to keep one's promise can both be costly. The other party knows this—her interest and her inclusion in the same system of social obligations lead her to rely on trust and reciprocity rather than on opportunism and defection.

In addition, reciprocity, as a universal social mechanism, regulates negotiation processes and makes them more fluid. If each party knows that a concession is expected in return and that compromise requires renouncing some element of one's claims so that they will better satisfy the interests of the other party, this game will operate more efficiently. Reciprocity appears in this case to play the same role as the "focal point" conceptualized by Thomas Schelling (1960): each party knows what the other party expects, and each party knows that the other party is envisaging a possible solution that one envisages oneself. Thus, convergence emerges more rapidly. This is why it can be frustrating to negotiate with people who seem unwilling to play the reciprocity game or have not yet mastered it.

One should also consider the burden that each concession places on the negotiator who grants that concession. It is often critical to both concede and accept concession in ways that acknowledge the extent of the sacrifice being made. Compromise is more effective when the renunciations of each party, duly noted, are judged as mutually beneficial and worthy of interest. In this way, as I noted earlier in the paper, compromise involves evaluation. Agreements are more sustainable if parties judge the compromises they contain to be just.

NOTES

1. I deliberately do not address the fact that these renouncements can also take the form of deprivations: in this case, the individuals do not reduce a claim, they give up an asset; they deprive themselves of a good that is important to them. In 1893, when the Kingdom of Siam resisted the French occupation, a French squadron left Saigon and forced its way into the port of Bangkok with cannon fire. France demanded that Siam recognize the authority of Laos and Cambodia over the entire left bank of the Mekong River, including the areas historically under Siamese control. The Siamese King refused but Britain's Queen Victoria put pressure on him and Siam eventually agreed. Siam thus gave up not only the right to administer the Lao and Cambodian territories but also part of its own territory.

2. I deliberately leave aside the question of concession strategies and tactics; my focus here is the rules of the game in relation to these mutual concessions whereby every move taken by one party is in response to—or in anticipation of—a move taken by another party.

3. For example, regarding waged work: "Whoever labors sacrifices something which he possesses—his labor-power, or his leisure, or his pleasure merely in the self-satisfying play of his powers—in order to get in exchange for these something which he does not possess" (Simmel 1900: 583).

4. This French term produced the English verb to bargain. It comes from the medieval Latin *barcamiare*, "doing business." *Barca* referred to the port and the ships that berthed there.

5. Who were these arbitrators? Some were judges, in the traditional sense of the word; they proceeded according to the requirements of the law. Others were ordinary citizens; they could grant at will a decision on the matter entrusted to their judgement as long as it was *juxta arbitrium boni viri* (in other words, consistent with a good man's decision).

6. However, the promisor's word must be credible; he must demonstrate that he has the power to fulfill what he promised and undertake it sincerely. "Promising the moon" is a false promise.

7. As Thomas Schelling (1960: 43) noted, negotiators make promises "whenever an agreement leaves any incentive to cheat." However, what is possible is not certain; and the negotiation game, in Schelling's view, is based on how the negotiators co-evaluate their advantage in both parties remaining in the agreement to derive gains from their cooperation. "Bargaining may have to concern itself with an 'incentive' system as well as the division of gains" (44).

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