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## APPENDIX I

### Teaching notes

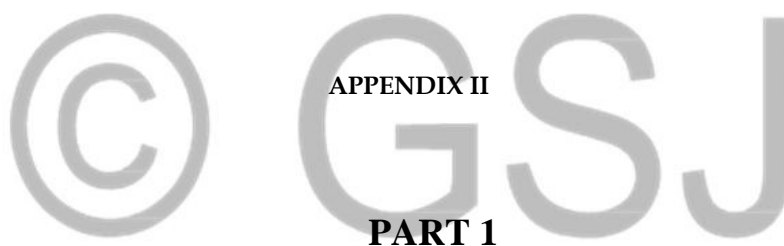
**Scenario:** the case illustrates the difficulties faced by the parties with the Brazilian government-owned land invasion negotiation case, aiming at improving the negotiation skills of government negotiators, scholars, decision-makers and practitioners through a two-party, multiple-issue role-play simulation. For other countries, different laws and particular issues, such as different negotiation processes, should be considered.

**Mechanics:** parties should take 30 min to 1 hour to read the case and to prepare themselves to negotiate. Negotiation mapping is strongly encouraged to be used additionally to help planning the negotiation—45 min to 1 1/2 hour of negotiation plus 45 min. to one-hour debriefing session. In total, one hour and a half to three hours' total time for this exercise.

**Major Lessons:** to migrate from distributive into integrative negotiations; to map and focus on underlying interests; to practice empathy towards each other; to protect information with secrecy clause on contracts; to develop promptness in creating mutual value to be later distributed. To find joint solutions through cooperative behavior and joint fact findings.

**Objectives:** this exercise intends to discuss the role of lawyers in a distributive, Type II negotiation, involving two parties and multiple issues.

MAIN FEATURES	
Time required	1 hour - 2 hours
Number of participants	2 parties, commander and director
Groups involved	No
Agent present	No
Third part present	No



**◆◆ MILITARY ORGANIZATION COMMANDER ◆◆**

**CONFIDENTIAL INFORMATION**

You are the Commander of your Military Army Organization (MO), responsible for negotiating with the Director of the Energy Company, who built an electrification tower that would connect a photovoltaic plant to a distribution substation on land belonging to the Union, within its jurisdictional area.

As soon as the fact was verified, you asked your legal advisor to mark a meeting at headquarters to talk to the energy company. Thus, the first meeting took place in an environment of tranquility, being scheduled for both to show their domanical documentation on the ground a week later, participated in this meeting, the company engineers and their topography technicians, you, the legal advisor, and topography technicians of MO.

On that occasion, the engineers refused to sign the minutes, which was promptly challenged by you, who informed that he would bring down the company tower. However, the engineers immediately called their board in São Paulo, who instructed them to sign the meeting minutes.

Seven days later, in a new meeting, you, this time more prepared for negotiation, found that the Royal Resoluble Use Right Concession (GRRU) would be the best instrument to regularize the situation. In this way, the company would not need to remove the tower, and the Union could benefit from compensation in

value collected from the National Treasury, materials, or services for the benefit of the MO. The company presented the documentation and MO also, finding that the company had bought the fraction of the land of an irregular confrontation for R \$ 100,000.00, since the documentation of The MO proved that the Union held that property.

The company, which this time brought with it a lawyer, immediately acknowledged the error and asked MO to suggest how to solve the problem without losing all of its built work and all of its projects already licensed in the various government agencies. The legal basis for the Royal Resoluble Use Law Grant (GRRU) is illustrated in Table 1, as follows:

Table 1  
*Legislation that disciplines the GRRU*

Legal Device	Description
Art. 22, engraved I, from CF/88 Decree-Lei 271/1967	Jurisdiction in private to the Union It has, among other topics, "on the granting of use and airspace."
Art. 1,225, XII of the Civil Code, as a result of Law 11,481/2007	Lists the GRRU among the real rights species
Civil Code, in art. 1473, IX	It provides that the GRRU may be mortgaged, provided that it is limited to the period fixed for the duration of the concession (Art. 1473, § 2, CC)
Law 11.481/2007 included in Art. 22, § 1, III of Law 9.514/1997	Real right of use may be the subject of fiduciary disposal, limited to the duration of the concession (art. 22, § 2, Law 9.514/1997).
Law 6.015/1973 was also amended by Law 11.481/2007	It provides for the exemption of costs for "the first registration of real right constituted in favor of beneficiary of land regularization of social interest in urban areas and in rural areas of family farming" (art. 290-A, I). It also provides that the GRRU is the object of registration (art. 167, I, 40) and its extinction is the subject of registration (art. 167, II, 29).
General Law of Bids (14.133/21, art. 74	It deals with the chances of dispensing from bidding
IG 10-03	General Instructions for the Use of Real Estate Jurisdiction to army command
Ordinance Cmt Ex No. 693, of 08.29.2012	Amends the General Instructions for the Use of Jurisdictional Real Estate Property to the Army Command (IG 10-03)
Ordinance No. 003-DEC, 14.08.2008	In addition, the Regulatory Instructions for the Use of The Federal Property of The Federal Government Jurisdiction to the Army Command (IR 50-13) are added.

From that time, you suggested that the company request the Grant of Real Right of Resoluble Use, a process by which a commission would evaluate the property, and that would pass through the Board of Assets and then, by the Legal Circumscription of the Union, which would approve the agreement. As soon as the company learned of the alternative, it immediately agreed. Everything was recorded in minutes.

Thirty days later, as agreed, the company applied for a Grant of Royal Right of Resoluble Use, starting the process.

MO assessed the property as provided for in the legislation within the following five months, reaching the amount approved by the Board of Equity in R\$ 750,000.00.

In an internal meeting with the advisor for legal affairs of the MO, it was clarified that there was no possibility on the part of the MO to accept a higher or lower value than that evaluated because it is a public good. You fear that the company does not accept the amount because of the difference of more than 600% concerning the amount paid to the false owner, leaving the Command only the legal route to solve the problem.

At the same time, you have several problems in your medium and low voltage network that are obsolete. You also realize that the negotiation can be an opportunity to solve at once all the problems of the electricity network of MO, definitively budgeted at R \$ 800,000.00. In summary, your options, alternatives, and ZOPA for trading are, respectively:

**ZOPA:** R\$ 750.000,00 a R\$ 800.000,00

**Option 1** - Grant of the Right of Resoluble Use (GRRU) nthe amount ofR\$ 750,000.00 for land use in the next thirty years. Energy company pays cash.

**Option 2** - Grant of the Right of Resoluble Use (GRRU) the amount OfR\$ 750,000.00 for land use in the next thirty years. Energy company pays with services.

**Option 3** - A combination of the above options.

**Alternatives:** (i) continue the case administratively; (ii) pursue the case by judicial means; (iii) disassemble the tower.

Prepare to negotiate by videoconference with the Director of the Energy Company.



## PART 2

### ◆◆ DIRECTOR OF THE ENERGY CMOPANY◆◆

### CONFIDENTIAL INFORMATION

You are the Director of the Energy Company, responsible for negotiating with the Commander of the Military Organization (MO). His company built an electrification tower to connect a photovoltaic plant to a distribution substation on land belonging to the Union, within the Army area.

As soon as the fact was verified, the advisor for legal affairs set up a meeting at the barracks' headquarters to talk about what happened with the energy company. The first meeting took place in an environment of tranquility, being scheduled for both to show their domanical documentation on the ground a week later. The company's engineers and their topography technicians, the Commander, the legal advisor, and topography technicians of MO participated in this meeting.

On that occasion, the engineers refused to sign the minutes, which was promptly challenged by the MO Commander, who informed that he would bring down the company's tower. The engineers immediately called you in Sao Paulo, who instructed them to sign the meeting minutes.

Seven days later, in a new meeting, you, this time more prepared for negotiation, found that the Royal Resoluble Use Right Concession (GRRU) would be the best instrument to regularize the situation.

In this way, his company would not need to remove the tower, and the Union could benefit from compensation in value collected from the National Treasury, either with materials or services for the benefit of MO. His company presented the documentation and MO also, it was found that the company had bought the fraction of the land of an irregular confrontation for R \$ 100,000.00, since the documentation of the MO proved that the Union held that property.

His company's lawyer immediately acknowledged the error and asked MO to suggest how to solve the problem without losing all of its built work and all of its projects already licensed in the various government agencies. The legal basis for the Royal Resoluble Use Law Grant (GRRU) is illustrated in Table 1, as follows:

Table 1  
*Legislation that disciplines the GRRU*

Legal Device	Description
Art. 22, engraved I, from CF/88 Decree-Lei 271/1967	Jurisdiction in private to the Union It has, among other topics, "on the granting of use and airspace."
Art. 1,225, XII of the Civil Code, as a result of Law 11,481/2007	Lists the GRRU among the real rights species
Civil Code, in art. 1473, IX	It provides that the GRRU may be mortgaged, provided that it is limited to the period fixed for the duration of the concession (Art. 1473, § 2, CC)
Law 11.481/2007 included in Art. 22, § 1, III of Law 9.514/1997	Real right of use may be the subject of fiduciary disposal, limited to the duration of the concession (art. 22, § 2, Law 9.514/1997). It provides for the exemption of costs for "the first registration of real right constituted in favor of beneficiary of land regularization of social interest in urban areas and in rural areas of family farming" (art. 290-A, I). It also provides that the GRRU is the object of registration (art. 167, I, 40) and its extinction is the subject of registration (art. 167, II, 29).
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Ordinance No. 003-DEC, 14.08.2008	

The MO Commander suggested that the company request the Grant of Real Right of Resoluble Use, a process by which a commission would evaluate the property, and that would pass through the Board of

Assets and then by the Legal Circumscription of the Union, which would approve the agreement. As soon as you company heard about the alternative, you agreed immediately. Everything was recorded in minutes.

Thirty days later, as agreed, his company applied for a Grant of Royal Right of Resoluble Use, starting the process. MO evaluated the property as provided for in the legislation within the following five months, reaching the amount approved by the Board of Equity in R\$ 750,000.00 for 30 years of the concession.

This amount is more than 600% of the amount unduly paid for the land, totaling R\$ 100,000.00. The legal sector has informed you of your company that you cannot try to negotiate for less value because it is an irregular occupation on Union land. At the same time, you know that om's medium and low voltage power grid is obsolete. You also realize that the negotiation can be an opportunity to solve at once all the problems of the electricity network of MO, definitively, with cost in R \$ 550,000.00, which can be passed on to MO for R \$ 800,000.00, So for you it is better to pay with services than R \$ 750,000.00 in cash. In summary, your options, alternatives, and ZOPA for trading are, respectively:

**ZOPA:** R\$ 550. 000,00 to R\$ 750.000,00

**Option 1** - Grant of the Right of Resoluble Use (GRRU) the amount ofR\$ 750,000.00 for land use in the next thirty years. Energy company pays cash.

**Option 2** - Grant of the Right of Resoluble Use (GRRU) the amount OfR\$ 750,000.00 for land use in the next thirty years. Energy company pays with services.

**Option 3** - A combination of the above options.

**Alternatives:** (i) continue the case administratively; (ii) pursue the case by judicial means; (iii) disassemble the tower.

Prepare to negotiate by videoconference with the MO Commander.

