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Negotiating Continuity in Crisis: Empathy and Assertiveness in a Brazilian Case During COVID-19

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ABSTRACT

This study analyzes a negotiation case between a Brazilian distributor of orthopedic products and its multinational supplier during the COVID-19 health crisis. The sudden and unexpected suspension of elective surgeries, typical of the healthcare sector, enabled testing of recent Brazilian scholarship on negotiation while applying negotiation theory in a scenario in which the interests of both parties, in conflict, had to be balanced to preserve a long-term commercial relationship. The negotiation became a true test of integrative negotiation strategies, rooted in crisis management and successful negotiation in business relationships, using strategies such as empathy, assertiveness, and credibility. This article furthers negotiation studies by examining crisis negotiations within the scope of integrative bargaining and relational contracting.

KeyWords Negotiation strategies, Conflict management, Orthopedics.

1. INTRODUCTION

The The COVID-19 pandemic created unprecedented conditions for doing business worldwide and brought about a wave of commercial renegotiations under uncertainty. In Brazil, the health sector, which includes medical device distributors, was severely affected by the suspension of elective surgery, as it concentrates most of its sales in such procedures (Dias, 2021; Valle et al., 2025).

The case study presented here refers to a Brazilian distributor of orthopedic products, which operates in three states in the Northeast region of Brazil. In the context described in this research, the healthcare sector of the distributor faced a sharp drop in revenues and a set of fixed payment commitments of approximately R$1.5 million ($370,000) corresponding to five individual invoices of R$300,000 each, with a major inventory risk, as some products approaching expiration were not sold in time and could generate losses higher than the payment commitments (Cunha & Dias, 2021; Delgado & Dias, 2025).

Negotiating during a crisis is very different from negotiating in regular commercial deals. The usual distributive approach to claiming value may not work well in crises. Instead, it is necessary to use negotiation strategies that create value and preserve the relationship with the other party, using flexibility to reach a good outcome for both. Recent studies in Brazil have also stressed the importance of using negotiations creatively, with empathy and to build trust to reach the best possible outcome for the parties, in situations that are outside the normal (Aylmer et al., 2026; Bastos & Dias, 2026a; Dias & Panzarini, 2025; Dias & Lopes, 2021; Dias, 2020d; Santos & Dias, 2024; Soliva & Dias, 2025; Valle et al., 2025; Valente & Dias, 2023; Gasparini et al., 2025; Prata & Dias, 2026; Samartin & Dias, 2025).The negotiations took place via remote means, and the terms offered by the Brazilian distributor were three alternative ways in which the financial crisis faced by the counterpart could be resolved: offering a 20% price reduction on the products offered by the multinational; postponing payment of the amounts owed by the distributor within six months; or suspending the corresponding payment quotas and immediately substituting the products that were close to expiration (Cunha & Dias, 2021; Delgado & Dias, 2025; Gasparini et al., 2025; Navarro & Dias, 2024; Soliva & Dias, 2025). In dealing with crises, it is essential to make room for both assertiveness and empathy. In this case, the crisis-related circumstances were recognized and understood, which, in turn, enabled a cooperative solution to be found while bounding limits (Dias, 2020d; Prata & Dias, 2026; Samartin & Dias, 2025).

Regarding credibility and trust in negotiation, reports indicate that trust in counterparts is essential for success in business negotiations. In most instances, even a small reduction in the trust counterparts have in each other is enough to block negotiations. As mentioned, financial difficulties provide many grounds for conflict, particularly when each party knows the other is experiencing financial difficulties. However, despite such difficulties, it is possible to preserve trust, particularly in situations in which parties have traditionally operated within a spirit of cooperation and in which the trust placed by one party in the other has on previous occasions been proved justified (Dias & Panzarini, 2025; Santos & Dias, 2024; Valente & Dias, 2023). To provide a basis for analysis and to contextualize the situation investigated in this work, the main theories and current negotiation research have been examined, addressing both international literature (Lax & Sebenius, 1986; Fisher & Ury, 1981; Salacuse, 2003; Raiffa, 2002; Zartman, 1988) and recent studies on the subject conducted by Brazilian scholars (Aylmer, 2026; Bastos & Dias, 2026a; Dias, 2020d; Gasparini, 2025; Santos & Dias, 2024; Soliva, 2025).

Figure 1 shows Dias (2020) Four-Type Negotiation Matrix (2020), where multiple parties negotiate multiple issues, a Type IV negotiation.

Figure 1 The Four-Type Negotiation Matrix
Source: Dias, 2020. Reprinted with permission

2. LITERATURE REVIEW

Reviewing recent literature on the subject helps explain how the COVID-19 pandemic disrupted negotiation and the organizations that conduct it. During a crisis, organizations negotiate more flexibly and with more empathy while defending their interests (Aylmer et al., 2026; Dias, 2021; Valle et al., 2025).

Dias and Panzarini (2025) analyzed negotiations of civil construction contracts. They concluded that negotiations based on previous trust between the parties resulted in more sustainable agreements. Santos and Dias (2024) investigated seven forces that determine trust in virtual negotiations. Their results revealed that transparency and consistency are crucial for reducing uncertainty in negotiation. Thus, trust is a key element in reducing transaction costs and favoring cooperative agreements (Raiffa et al., 2002; Salacuse, 2003). Furthermore, the literature on negotiations has been continually enriched by studies on empathy in negotiations (Dias, 2021). Studies conducted on the subject of emotional finance and its respective psychological biases (Bastos and Dias, 2026a) and on the negotiation of setting up retail pharmacy businesses (Valente and Dias, 2023) have also supported the same conclusion previously reached by other researchers, namely that increased levels of negotiation empathy allow for greater problem-solving through the parties' better understanding of each other's underlying interests (Rubin & Brown, 1975; Shell, 2006).

Another negotiation variable subject to change during negotiation is time. As Raiffa et al. (2002) pointed out, in many cases time can be exchanged for concessions of another nature to keep value intact. Flexibility to adapt to changes occurs within compliance with terms and conditions initially set. In crises, some Brazilian cases allowed renegotiations regarding payments when regulations changed, allowing payment delays instead of lower amounts (Soliva and Dias, 2025). In other circumstances, several time-related concessions were granted to keep key strategic issues intact (Gasparini et al., 2025). In the case under analysis, the parties agreed to a six-month payment postponement without reducing the amount to be collected. Preparation and adaptability are central to the subject. Geiger (2017) proposed a model of issue-based tactics in business-to-business negotiations that, in addition to identifying a series of tactics, highlights how different variables can be used to create value. In this sense, several studies in Brazil have explored effective negotiation in B2B relationships to sustain agreements during crises. Research on nonmarket negotiations has also explored this topic and argued that negotiation in such contexts requires balancing performance with stakeholder management to achieve desired outcomes when dealing with governments, NGOs, and communities.

Recent studies also deal with the influence of cultural and environmental variables on negotiations (Lafraia et al., 2026; Sartori et al., 2020; Dias et al., 2020; Salacuse, 2006). As Salacuse (2006) affirms, cross-cultural negotiations are significantly influenced by the parties' perceptions of each other, that is, by stereotypes. The context of a pandemic exacerbates the differences typically present between negotiations conducted within the same cultural environment and those conducted in different settings, enabling bargaining parties to understand better each other's expectations in shared external circumstances of crisis and adversityThere are also many contributions that present methodology for analyzing negotiations and that consequently can also be very useful as framework for the analysis of the present case study, such as the famous book of research methods of business written by Saunders et al. (2009). In Brazil, many negotiation researchers use case studies to analyze negotiation processes (Dias et al., 2021; Dias et al., 2022; Dias et al., 2023), as well as role-play simulations in different scenarios (Dias et al., 2021; etc.).

By applying insights from these negotiations to different sectors, it is possible to provide additional practical lessons in the form of case studies that describe how to negotiate in specific contexts, such as Prata and Dias (2026), who analyzed the process of negotiating collective agreements in restaurants during a crisis. Samartin and Dias (2025) negotiated with suppliers in the coffee sector, in a context of relational continuity. Martins and Dias (2026) negotiated rental contracts for construction equipment. In summary, the studies reviewed here identify several important aspects of negotiation: trust and credibility; the positive effects of empathy; the value of time as a variable in negotiations; cultural and environmental aspects; and, finally, methodological aspects for studying negotiations. Brazilian research has studied these elements from a different angle, using qualitative case analyses across several sectors of the economy to show how negotiations can adapt to the crises in the environments in which they take place.

3. METHODOLOGY

This study is designed as a descriptive single-case study. The study followed and analyzed the negotiation between a Brazilian orthopedic product distributor and its multinational supplier during the COVID-19 pandemic crisis. The negotiation was analyzed in depth, and it was possible to identify the strategies and interactions of both parties to reach an agreement in a single negotiation episode (Saunders et al., 2009; Yin, 2004). The qualitative case study approach is most appropriate for explaining how a distributor balances his own interests with those of the supplier while maintaining a long-term relationship with him (Yin, 2004). To guarantee the quality of the analysis, primary data were collected through the negotiation's first-hand account and, subsequently, through a review of secondary sources. Additionally, the analysis was conducted through thematic coding of three core dimensions: (1) Empathy & Assertiveness; (2)

Temporal Flexibility; and (3) Credibility & Trust, while maintaining the positions, interests, options, alternatives, and results characteristic of analytic negotiation frameworks (Dias et al., 2022; Santos & Dias, 2024). The validity of the findings was tested against other studies of similar negotiations to confirm whether their key findings applied to the context studied here (Gasparini et al., 2025; Soliva & Dias, 2025). We also cross-referenced previous studies (Dias et al., 2022; Santos & Dias, 2024). Finally, a limitation of the adopted methodology is the limited generalizability of the results, given the use of approximated data provided by the distributor for confidentiality reasons and the single-case design. Respect for the ethical rules for case studies has been fundamental, and it will be presented in the text. Finally, the methodology developed here will provide insights into how empathetic, assertive, credulous, and flexible behaviors interact in negotiations during crisis periods, in a qualitative study based on literature from both Brazilian and international authors (Dias, 2021; Prata & Dias, 2026). For reasons of *compliance* and confidentiality, the values, dates, and deadlines presented in this report are approximate. The approximation preserves the economic logic and dynamics effectively experienced in the negotiation, without exposing sensitive information of the companies involved.

4. CASE DESCRIPTION

4.1. Background

The first months of the COVID-19 pandemic imposed a challenge on companies that went beyond the immediate drop in revenues: they had to manage commitments made in a scenario that no longer existed. In the health sector, this disruption was especially intense. While hospitals focused efforts on treating cases related to the disease, most elective surgeries remained suspended, directly affecting companies whose activity depended on these procedures. Among them was a distributor of orthoses and prostheses operating in three Northeast states. The commercialization of its products depended largely on surgical procedure volume. With the stoppage of elective surgeries, stock turnover fell abruptly, and sales practically ceased. Expenses, however, remained: labor charges, operating costs, and commercial commitments assumed before the crisis. Among these commitments were obligations held with a multinational supplier of the products distributed. These included stopped goods, bonds with scheduled maturities, and periodic acquisition quotas that would continue to produce new bonds, even though the market was practically unable to absorb the products. The situation required more than a simple request for a deadline. It was necessary to temporarily reorganize the commercial relationship so the distributor could get through the shutdown period without compromising continuity and, at the same time, so the multinational could preserve a commercial relationship that had been regular and profitable for both parties.

4.2. Context

The commercial relationship between the distributor and the multinational predated the crisis and was marked by fulfillment of the obligations assumed, especially punctuality in payments and respect for the agreed deadlines. The need for renegotiation was not due to habitual default or an attempt to gain a commercial advantage, but to an exceptional change that had paralyzed nearly the entire market. Before looking for a multinational, it was necessary to understand what needed to be brought to the table clearly. The first concern concerned the purchase quotas. Maintaining the same volume of acquisitions when the existing stock had no outlet would only increase the distributor's financial commitment. The second concern involved the amounts corresponding to purchases already made. For this report, an approximate amount of R$ 1.5 million can be considered, distributed in five bills of about R$ 300 thousand each, with successive maturities. Even with drastically reduced revenues, these commitments would continue to be due. There was also a third issue. Some of the products kept in stock could reach their expiration date before surgeries resumed, causing the company to incur an additional loss because it could not sell goods purchased under normal market conditions.

Together, these three problems led to the start of the negotiation. The company needed a solution that could cover future purchases, existing commitments, and the risk of losing inventory. The negotiation took place remotely because of health restrictions. The distributor chose to conduct the dialogue with an executive who understood the contracts, the numbers involved, the history of the relationship between the companies, and the concrete impacts of the stoppage on the operation. It was necessary to demonstrate why the previous conditions had become difficult to sustain and, at the same time, preserve the tone of a relationship that was not intended to be broken. There was also great uncertainty about the timing. It was not known when elective surgeries would resume or when sales would return to a level capable of normalizing the financial flow. For this reason, it would be risky to arrive at the meeting with a single possible solution.

4.3 Following Through

After the denial of the discount, the negotiation remained open, and the conditions that could still be adjusted were returned. The element that effectively made the composition feasible was the deadline. Instead of reducing the principal amount, the parties preserved, in approximate terms, the R$ 1.5 million corresponding to the five bills of R$ 300 thousand and shifted the maturities by about six months. Each installment maintained its value, but began to mature approximately six months after the originally scheduled date, preserving the monthly sequence of the securities. The solution met the main limit established by the multinational, which did not wish to reduce its receivables, and, at the same time, produced concrete relief for the distributor. The gain was not in the nominal value, but in time. In a scenario of practically paralyzed activity, six months represented the possibility of waiting for some recovery from elective surgeries and partially recomposing the cash flow before payments. The negotiation proceeded on a cooperative basis. Even without full acceptance of the conditions initially presented, the parties found a composition capable of managing the effects of that scenario and preserving the commercial relationship. The success, therefore, was not in obtaining everything requested, but in preventing the denial of the discount from contaminating the entire conversation. For the distributor, continuity meant gaining time and maintaining access to the supplier. For the multinational, it meant fully preserving the amounts receivable and keeping a commercial partner for the moment of resumption.

5. ANALYSIS OF FINDINGS

5.1. Options

Option 1 – Reduction of the amount due. A 20% discount on the amounts due, representing an approximate reduction of R$ 300 thousand on the total of R$ 1.5 million. Option 2 – Extension of maturities. Full maintenance of the amount due, with postponement of the five maturities for approximately six months, preserving the original sequence of payments. Option 3 – Broader reorganization of obligations. Temporary suspension of purchase quotas for approximately six months, reorganization of payment terms and possibility of substitution of products that expired during the period of low activity. The three options produced different effects. The discount directly reduced the amount to be received; the extension preserved the nominal amount, but shifted the receipt over time; the suspension of quotas and the treatment of the stock prevented new difficulties from being added to the existing ones.

5.2. BATNA

In the context reported herein, it is considered that, without a composition, the distributor would have to face the five maturities of approximately R$ 300 thousand under the original conditions and seek short-term liquidity at a time of very low revenue. For the multinational, the absence of an agreement would mean maintaining the collection under the contracted terms, given the risk of financial deterioration of a hitherto regular customer.

5.3. ZOPA

The case Zonne of Possible Agreement (Fisher et al., 1981) is between R$ 300 thousand on the R$ 1.5 million ($60,000 to $300 thousand, approximately)

6. DISCUSSION

By analyzing this experience today, it is easier to identify elements that, at the time, were largely practical. The distributor's most visible position was to seek better conditions to get through that period. Its interest, however, was broader: to preserve cash, prevent the growth of an inventory without turnover, avoid losses with products close to expiration, and create conditions to survive until the resumption of activities. The multinational also had interests that went beyond immediate receipt. It was legitimate for it to want to preserve its credits and avoid a direct reduction in receivables. At the same time, fully maintaining all the original requirements in a shutdown scenario could worsen the financial situation of a customer who, under normal conditions, fulfilled its obligations.

The case thus assumed an integrative dynamic. The discount was only one of the possible points. Also under discussion were deadlines, future quotas, inventory, product expiration dates, and continuity of the partnership. Having several fronts allowed us to address a negative aspect without closing the entire process. At the meeting, the distributor presented the reality of the three states in which it operated and facts demonstrating the suspension of elective surgeries. The objective was to make it clear that this was not an isolated difficulty of the company or a problem caused by internal decisions. The multinational recognized the seriousness of the scenario, but rejected the 20% discount. In approximate terms, this meant rejecting a reduction of about R$ 300 thousand on the R$ 1.5 million outstanding. The justification was that the amounts were already accounted for as receivables. The denial established a clear limit on the monetary dimension of the negotiation, but did not end the conversation.

At this point, the deadline gained importance. If the supplier did not agree to reduce the principal, the distributor could seek relief by shifting the maturities. Preserving the R$ 1.5 million and postponing each installment by about six months produced a different result for both parties: the multinational fully maintained its credit, and the distributor gained time to get through the period of less activity. In that case, the ZOPA was mainly outlined on the time axis. In the 20% discount, there was no convergence: the multinational did not agree to reduce the nominal value of the credits. In terms of duration, however, there was room for negotiation. This range can be placed approximately between three and six months of extension. A term of less than three months would have provided little relief for the distributor, while the six-month limit still allowed the multinational to preserve its receivables without excessively prolonging the payment schedule. The composition ended up approaching the upper limit of this range, with maturities postponed by about six months. Negotiation thus migrated from a variable in which positions were not meeting to another in which interests could be reconciled: value was preserved, while flexibility was shifted to time. The alternative of no agreement also showed why it was worth continuing to negotiate. For the distributor, it would mean facing five maturities of approximately R$ 300 thousand on the original dates and seeking liquidity in an environment of heavily compressed revenue. For the multinational, it would mean formally maintaining its collection rights before a customer whose financial capacity could deteriorate.

Another relevant aspect was the relationship between empathy and assertiveness. The multinational understood the distributor's exceptional circumstances, but this did not lead it to automatically accept all proposals. By rejecting the discount, it established a clear limit. The distributor, in turn, needed to defend its own need for financial reorganization without transforming a circumstantial difficulty into a confrontation with a relevant business partner. Cooperation, therefore, did not eliminate the divergence. The parties continued to defend different interests. What changed was how they managed this difference. The credibility built previously also played a role: the history of timely payments helped demonstrate that the renegotiation responded to an extraordinary circumstance, not a pattern of default.

7 IMPLICATIONS AND LESSONS LEARNED

After studying the course content, we would structure a similar negotiation in an even more organized way. The first precaution would be to establish in advance what was essential, what was desirable, and which points could be used as a concession. At the time, there were different requests, but a clearer hierarchy among them would allow a better definition of the order in which the proposals were submitted. It would also map more explicitly the distributor's alternative if there was no agreement. If the five maturities remained on the original dates, it would be necessary to know to what extent the company could support them with its own resources and at what point it would have to resort to short-term liquidity. Similarly, we would arrive at the meeting with prearranged deadline scenarios. Instead of working only with the generic idea of "extending," it would be possible to compare, for example, three, four, or six months and assess how much each horizon would effectively help the company's cash. The ZOPA could thus be identified more objectively as the counterparty reveals its limits. The rejection of the 20% discount demonstrates the importance of this preparation. If the reduction of approximately R$ 300 thousand were the only option brought to the meeting, there would be little room for continuity. Because there were other possibilities, rejecting one point did not create a definitive impasse. Today, We would also attach even more importance to understanding the other party's interests before defending each proposal. The multinational had concrete reasons for not accepting a reduction in its receivables. Recognizing this interest did not weaken the distributor's position. On the contrary, it allowed the parties to formulate a solution that preserved the full value and shifted flexibility to time.

Another implication would be to separate the urgency of the problem from the urgency of accepting any solution. In times of crisis, the clearer the interests, limits, options, and alternatives, the greater the ability to negotiate without losing objectivity. Experience also reinforces that empathy and assertiveness can coexist. The multinational understood the exceptional difficulty the customer faced without giving up all its interests. The distributor, in turn, was able to sustain the need for flexibility without ignoring the supplier's economic concerns. If we faced with a similar situation again, We would try to arrive at the meeting with these variables even more clearly organized: the total amount involved, the impact of each option, the minimum and desirable deadlines, the alternative of no agreement, and the points where it would be possible to be flexible. Not to make the conversation excessively technical, but to keep it simpler, more objective, and more productive. This may be the main lesson learned from the case. Negotiating well does not mean eliminating conflicting interests or getting everything intended at the beginning. It means understanding what each party needs to preserve, identifying which points allow flexibility, and building a better solution than the one each side would have if it faced the problem alone. From a practical perspective, the case helps explain how negotiators can manage crises effectively, venturing into the realm of distributive negotiation that managers often avoid. Aylmer et al. (2026) explored this type of negotiation in the context of sustaining agreements in Brazilian B2B relationships, where adaptability and empathy play crucial roles. Therefore, the distributor's several offers, namely, the discount, postponement, and suspension of quotas, showed flexibility in the bargaining process by presenting different alternatives to the supplier, allowing for a greater scope of negotiation. Preparing hierarchical proposals with clear distinction between essential, desirable and concessionary interests is relevant for practitioners. Such preparation, combined with the analysis of intangible-asset negotiations through statistics (Dias et al., 2022), increases the negotiator's capacity to pivot between alternative proposals when confronted with an initial proposal's rejection. This is what happened in the negotiations analyzed in this study: the rejection of a discount proposal did not end the discussion, since the distributor had additional proposals available. This happens because the negotiator should anticipate the constraints of the opposite party and prepare alternative paths to reach an agreement (Geiger, 2017; Navarro & Dias, 2024).

Finally, the case studied highlights that the various negotiation modes of approach (distributive, integrative, asymmetric, etc.) are accompanied by a corresponding variety of behaviors within negotiation (e.g., assertiveness within an asymmetric negotiation), which in turn is complemented by corresponding modes of approaching (i.e., negotiation techniques). For example, Prata and Dias (2026) analyze collective bargaining negotiations involving labor unions and management within a company. Although the supplier displayed considerable negotiation empathy in the case studied, he ultimately remained firm, rejected the discount proposed by the distributor, and remained unshakeable within his negotiation Position Limits.

Conclusion

The case demonstrated that a good negotiation does not depend on obtaining everything that was initially requested. The proposal for a 20% discount, corresponding to approximately R$ 300 thousand, was not accepted, and yet the conversation moved forward. Shifting the negotiation from value to the deadline prevented a divergence from becoming a definitive impasse. Experience has also shown that business relationships are not only built in favorable periods. The distributor needed flexibility, but the multinational also needed to preserve legitimate interests. The balance emerged when the problem was no longer treated only as a dispute over who would absorb the loss, but when the parties began to consider the continuity of the relationship and the consequences of each choice.

Another lesson learned was to realize that the trust built previously has economic value. Punctuality and compliance with obligations may seem routine, but in a crisis, that history becomes part of the company's negotiation capacity. The case also shows that empathy does not mean unrestricted concession. The multinational recognized the real difficulty its customer faced and, at the same time, set limits. Likewise, the distributor firmly defended its need for financial reorganization without turning the conversation into confrontation. The continuity of the partnership, therefore, was not only a consequence of the negotiation. It was one of the interests at stake and had value for both companies.

Future Research

Future research is encouraged to study what extent has the context of the COVID-19 pandemic crisis influenced the adoption of more empathetic postures in trade negotiations? The reported case suggests a reflection that goes beyond the specific negotiation between the distributor and the multinational. The pandemic subjected companies from different sectors to difficulties that did not necessarily result from mismanagement, habitual default, or deliberate non-compliance with obligations, but from an external crisis that simultaneously affected suppliers, customers, and entire markets. In this context, understanding the other party's situation may have carried different weight in the conduct of negotiations. The experience analyzed shows that this understanding did not mean the absence of limits or unrestricted acceptance of the proposals presented. The multinational rejected the intended discount but remained open to other possibilities that could preserve both sides' interests. From this, it would be possible to investigate whether shared crises favor a greater willingness to understand the counterparty's interests and difficulties, without eliminating the assertiveness necessary to defend one's own interests.

This perspective would allow us to examine empathy not as a simple willingness to compromise, but as an element that can influence the construction of solutions in negotiations conducted under exceptional conditions.

References

[1] Aylmer, R., Aylmer, M. Aylmer, Rodrigo & Dias, M. (2026). A Brazilian Case on Effective Negotiation in B2B Relationships. IPHO-Journal of Advance Research in Applied Science, 4(1), 01–14, https://doi.org/10.5281/zenodo.18268063

[2] Barros, S, Lopes, R., Dias, M. (2026) Extending UTAUT2 with risk perception to explain Fintech adoption in an emerging market: evidence from Brazil.*Revista de Ciencias Sociales, 24*(110), e715, https://doi.org/10.23900/ra.v24i110.715

[3] Bastos, B. & Dias, M. (2026a). Emotional finance and investor biases: a thematic analysis of psychological determinants in financial decision-making. *Aposta: Revista De Ciencias Sociales, 24*(110), e787. https://doi.org/10.23900/ra.v24i110.787

[4] Bastos, B. & Dias, M. (2026b). A Thematic Analysis on Large Language Models: Hallucination, Trust, and Governance Challenges in AI Systems. *Advances in Social Sciences Research Journal*, *13*(05), 36–51. https://doi.org/10.14738/assrj.1305.2402

[5] Bastos, B. & Dias, M. (2026c). Competitive intelligence and business strategic planning: a review. *Aposta: Revista De Ciencias Sociales, 24*(112), e819. https://doi.org/10.23900/ra.v24i112.819

[6] Bastos, B. R., Dias, M. de O., & Silva Jr, D. S. da. (2026). Exploring information design: a thematic analysis of concepts, methodologies, and applications. *Revista DCS, 23*(90), e5538. https://doi.org/10.54899/dcs.v23i90.5538

[7] Carvalho, M. & Dias, M. (2025). Modelling Adoption of Serious Games in Corporate Training: Analysis of Adoption Drivers. *Archives of Business Research, 13*(12). 43-61. http://www.doi.org/10.14755/abr.1312.19670

[8] Carvalho, M., Dias, M., & Silva Junior, D. (2026). The age of Articicial Intelligence: a thematic review on AI agent and explainable AI . *Revista EdUCA - Revista Multidisciplinar Da Faculdade Católica Paulista*, *9*(2), e275. https://doi.org/10.54901/educa.v9-275

[9] Cunha, N.C., Dias, M. (2021) Contract Negotiation: When the Detail Saved the Day.*GSJ 9*(12), 130-141; https://doi.org/ 10.11216/gsj.2021.12.56418

[10] Delgado, I., & Dias, M. (2025). Buyer-seller Negotiation on Camera Vision System: Brazilian Case. *GPH-International Journal of Computer Science and Engineering,8*(01), 26-36. https://doi.org/10.5281/zenodo.15316619

[11] Dias, M (2021) Is the Covid-19 Pandemic Promoting More Empathetic Internal Business Negotiations? *International Journal of Research in Commerce and Management Studies, 3*(2), 51-64. https://doi.org/ 10.6084/m9.figshare.14346521

[12] Dias, M, Leitão, R., Batista, R., Medeiros, D. (2022) Writing the Deal: Statistical Analysis of Brazilian Business Negotiations on Intangible Assets. *European Journal of Business and Management Research, 7*(1), 61-65; https://doi.org/ 10.24018/ejbmr.2022.7.1.1233

[13] Dias, M. & Silva Junior, D. S. (2026). The Dsres Scale: A Measure Of Quality, Reliability, and Nomological Validity in Design Science Research. *Veredas Do Direito*, *23*(8), e236377. https://doi.org/10.18623/rvd.v23.6377

[14] Dias, M. (2020) The Four-Type Negotiation Matrix: A Model for Assessing Negotiation Processes. *British Journal of Education, 8*(5), 40-57. https://doi.org/ 10.37745/bje/vol8.no5.p40-57.2020

[15] Dias, M. (2020a) Is There Any Difference Between Night and Day Business Negotiations? A Statistical Analysis. *Journal of Xidian University, 14*(6), 2417 - 2430. https://doi.org/ 10.37896/jxu14.6/287

[16] Dias, M. (2020b) Predictive Model on Intangible Assets Negotiation: Linear Regression Analysis. *Journal of Xidian University, 14*(7), 1420-1433. https://doi.org/ 10.37896/jxu14.7/161

[17] Dias, M. (2020c) Structured versus Situational Business Negotiation Approaches. *Journal of Xidian University, 14*(6), 1591 - 1604. https://doi.org/ 10.37896/jxu14.6/192
[18] Dias, M. (2020d) The Effectiveness of Mediation in Brazilian Business Negotiations. *European Modern Studies Journal, 4*(5), 181-188.https://doi.org/ 10.6084/m9.figshare.13066025
[19] Dias, M. Navarro, R. (2020). Three-Strategy Level Negotiation Model and Four-Type Negotiation Matrix Applied to Brazilian Government Negotiation Cases. *British Journal of Management and Marketing Studies, 3*(3), 50-66. https://doi.org/ 10.6084/m9.figshare.12479861
[20] Dias, M., & Panzarini, C. A. (2025). The Role of Trust in Civil Construction Negotiations: A Brazilian Case Study. *GPH-International Journal of Mechanical and Civil Engineering, 7*(2), 01-10. https://doi.org/10.5281/zenodo.17648879
[21] Dias, M., (2023) Teaching Materials on Warehouse Construction Negotiation. *International Journal of Business Management, 6*(9), 89-102, https://doi.org. 10.5281/zenodo.8396647
[22] Dias, M., (2023a) Teaching Materials on Paint Shop Business Negotiation. *International Journal of Applied Management Science, 4*(9), 1-13, https:// doi.org/10.5281/zenodo.8396627
[23] Dias, M., (2023b) Teaching Materials on Private Healthcare Negotiation. *International Journal of Social Science and Humanities Research, 6*(9), 105-117, https://doi.org. 10.5281/zenodo.8396612
[24] Dias, M., (2023c). Teaching Materials on Security Technician Business Negotiation. *International Journal Of Educational Research, 6*(8), 12-27; https://doi.org. 10.5281/zenodo.8367744
[25] Dias, M., (2023d). Role-Play Simulation on Locksmith Business Negotiation*. GPH-International Journal of Social Science and Humanities Research, 6*(8), 44-56; https://doi.org.1 10.5281/zenodo.8359959
[26] Dias, M., Lopes, R. & Schmitz, T (2026) Emotional Dimensions in Land Acquisition Negotiation: Insights From A Brazilian Case, American Journal of Research in Humanities and Social Sciences,45 1-12; https://doi.org/10.5281/zenodo.18518482
[27] Dias, M., Lopes, R. (2020) Do Social Stereotypes Interfere in Business Negotiations? *British Journal of Marketing Studies, 8*(4), 16-26. https://doi.org/ 10.6084/m9.figshare.12501293.v1
[28] Dias, M., Lopes, R., Cavalcanti, G., Golfetto, V. (2020) Role-Play Simulation on Software Contract Negotiation. *Global Scientific Journals, 8*(6), 1-10. https://doi.org/ 10.11216/gsj.2020.06.40176
[29] Dias, M., Lopes, R., Duzert, Y. (2020) Mapping the Game: Situational versus Structured Negotiations. *Saudi Journal of Economics and Finance, 4*(6): 271-275. https://doi.org/ 10.36348/sjef.2020.v04i06.012
[30] Dias, M., Lopes, R., Teles, A., Castro, A., Pereira, A. (2020) Teaching Materials on Extrajudicial Settlement Negotiation. *Global Scientific Journals, 8*(5), 1529-1539. https://doi.org/ 10.11216/gsj.2020.05.39996
[31] Dias, M., Nascimento, C.; Lima, M.; Santos, A.; Duarte, M.; Rocha, M.; Martins, M.; Mendes, F.; Filho, R.; Marques, L.; Filho, C.C. (2021) Role-Play Simulation on Contract Bidding Negotiation. *GSJ, 9*(9), 486-499.https://doi.org/ 10.11216/gsj.2021.09.54036
[32] Dias, M., Pereira, L., Teles, A. Lafraia, J. (2023) Show Me Your Hands: A Moderator Effect Analysis on Nonverbal Behavior at the Bargaining Table. *EJTAS, 1*(2), 119-127 https://doi.org/10.59324/ejtas.2023.1(2).12
[33] Dias, M., Pereira, L., Vieira, P., Barbosa, L., Quintão, H., Lafraia, J. (2023) Mediation & Dispute Board Resolution: A Systematic Literature Review. *GPH-International Journal of Social Science and Humanities Research,6*(5), https://doi.org/ 10.5281/zenodo.7952719
[34] Dias, M., Toledo, R., Silva, A., Santos,M. , Aragão, M, Junior, M., Rocha, C., Silva,G., Marques Filho, C. (2022) Buyer-Seller Negotiation: Military Cargo Jet Acquisition. *GSJ, 10*(10), 2481-90.https://doi.org/10.11216/gsj.2022.10.78649
[35] Dias, M.. (2025). The Role of Negotiation in Reducing Risks in Construction Projects: A Brazilian Case. *International Journal of Developmental Issues in Education and Humanities, 1*(1), 105-114. https://doi.org/10.5281/zenodo.17687890
[36] Dias, M.; Almeida, F.; Silva; Russo, J.; Machado, V.; Costa, J.; Barbosa, M.; Jornada, F.; Filho, C. (2022) Role-Play Simulation on Vehicle Acquisition: Buyer-Seller Negotiation. GSJ (10)8, 1817-28; https://doi.org/ 10.11216/gsj.2022.08.77291
[37] Dias, M.; Andrade, S.; Silva, M. R.; Teles, G.; Mello, B.; Moura, R.; Salazar, A.; Sotoriva, L.M.; Mariotti, A; Filho, C. (2021) Role-play Simulation on Buyer-Seller Knowledge Transfer. *GSJ, 9*(8), 2340-52.https://doi.org/ 10.11216/gsj.2021.08.53672
[38] Dias, M.; Duzert, Y.; Lopes, R. (2021) Perspectiva Epistêmica do Processo de Negociação. *International Journal of Development Research, 11*(7), 48803-10. https://doi.org/ 10.37118/ijdr.22463.07.2021
[39] Dias, M.; Lopes, R. (2021). A Confiança transformativa em negociações. *International Journal of Development Research, 11*(6), pp. 48178-82. https://doi.org/ 10.37118/ijdr.22261.06.2021
[40] Dias, M.; Lopes, R. (2021). O dilema da confiança aplicado à negociação de escopo em gerenciamentos projetos. *International Journal of Development Research, 11*(8), pp. 49225-30. https://doi.org/ https://doi.org/10.37118/ijdr.22676.08.2021

[41] Dias, M.; Lopes, R.; Teles, A. (2020) Nonparametric Analysis on Structured Brazilian Business Negotiations. *Global Scientific Journal 8*(6), 1511-22. https://doi.org/ 10.13140/RG.2.2.13318.60482
[42] Dias, M.; Netto, P.C; Oliveira, F.; Melo, L.; Cavalcanti, S.; Marques, A.; Silveira, F.M., Bastos, E.H.; Pitangueira, A.L;Vaz, H.; Filho, C.C.(2021) Role-Play Simulation on Land Invasion Negotiation. *GSJ, 9*(8), 2916-29.https://doi.org/ 10.11216/gsj.2021.08.55506
[43] Dias, M.; Silva, L. (2021) Role-Play Simulation on Basic Sanitation Services Contract Negotiation. *Global Scientific Journal, 9*(6), 1081-1098.https://doi.org/ 10.11216/gsj.2021.06.51827
[44] Dias, M.;Pires,R.;Genial, R.;Santos, P.;Araújo, L.;Moura, F.; Lima, S.Nascimento, F. Marques Filho, C. (2022) Case Study on Buyer-Seller Negotiation: Ultrabook Government Acquisition. *GSJ 9*(10), 1737-45; https:/doi.org/10.11216/gsj.2022.09.77913
[45] Dias, Murillo; Waltz, Flavio; Oliveira, Barbara. Y. (2021) Teaching Materials on Brazilian Private Companies: Software Contract Negotiation. *Global Scientific Journals, 9*(1), 2499-2508. https://doi.org/ 10.13140/RG.2.2.10976.61448
[46] Domingues, D. H., & Dias, M. (2025). Strategic Negotiation in Consumer Disputes: A Telecommunications Case Study. *GPH-International Journal of Educational Research*, *8*(9), 74-85. https://doi.org/10.5281/zenodo.17424890
[47] Fisher, R. and Ury, W., (1981). Getting to Yes: Negotiating Agreement Without Giving In. Penguin Books
[48] Gadelha, A., & Dias, M. (2026). Strategic Lessons from Built-to-Suit and Construction Negotiations in Brazil. IPHO-Journal of Advance Research in Science and Engineering, 4 (1), 1–14. https://doi.org/10.5281/zenodo.18279006
[49] Gasparini, P. P., Vieira, K. B., & Dias, M. (2025). Disney's Pixar Animation Studios Acquisition Case: Revitalization or Trouble? GPH-International Journal of Social Science and Humanities Research, 8(04), 46-57. https://doi.org/10.5281/zenodo.15365962
[50] Geiger, I. (2017). A model of negotiation issue–based tactics in business-to-business sales negotiations. *Industrial Marketing Management*, *64*, 91-106.
[51] J Bazerman, M. H., & Moore, D. A. (1994). Judgment in managerial decision making. Wiley.
[52] Kissinger, H.A., 1969. Nuclear Weapons and Foreign Policy. W.W. Norton.
[53] Lafraia, J., Dias, M., Silva Junior, D. S. (2026) The role of national culture in safety practices: Brazilian perspectives on workplace and asset integrity.*Revista edUCA, 9*, e204 https://doi.org/10.54901/educa.v9-204
[54] Lago, I. dos S., Amaral, N. G., & Dias, M. (2025). Strategic Negotiation in Real Estate Transactions: Brazilian Case. *GPH-International Journal of Social Science and Humanities Research, 8*(04), 66-75. https://doi.org/10.5281/zenodo.15379456
[55] Lax, D.A., & Sebenius, J.K. (1986). The Manager as Negotiator: Bargaining for Cooperation and Competitive Gain.
[56] Martins, P. & Dias, M. (2026). Strategic Insights from Equipment Rental Negotiations in Brazilian Construction Projects. IPHO-Journal of Advance Research in Business Management and Accounting, 4, (1), 01–12. https://doi.org/10.5281/zenodo.18268484
[57] Moura, L. D., & Dias, M. (2025). Family Ties and Business Deals: Resolving a Partnership Dispute through Negotiation. GPH-International Journal of Educational Research, 8(04), 01-11. https://doi.org/10.5281/zenodo.15336464
[58] Navarro, R. & Dias, M. (2024) Nonmarket Negotiations: Leveraging Performance when Negotiating with Governments, Influencers, Media, NGOs, Communities and other Key Stakeholders.BJMAS, 5(2), 90-113.DOI: 10.37745/bjmas.2022.0460
[59] Oliveira, R. V., Souza, R. V., & Dias, M. (2025). Strategic Negotiation in Business Acquisition: Food Service Distributor Case Analysis. GPH-International Journal of Business Management, 8(04), 33-45. https://doi.org/10.5281/zenodo.15427710
[60] Pereira, L. & Dias, M. (2025). Challenges and opportunities for chief financial officers in the Brazilian information technology sector. *Revista Tecnológica de Administração*, *2*(1), 22–39, 2025. DOI: 10.12660/reta.v2n1.2025.92807
[61] Prata, V., Dias, M. (2026) Collective Bargaining and Labor Conflicts in Practice: Case Study in the Shopping Center Restaurant Industry. *International Journal of Advance Research, 14*(06), 821-836; https://doi.org/10.5281/zenodo.20591784
[62] Pruitt, D.G. (1981). *Negotiation Behavior.* Academic press.
[63] Raiffa, H., Richardson, J., & Metcalfe, D. (2002). *Negotiation analysis: The science and art of collaborative decision making*. Harvard University Press
[64] Rubin, K. H., & Brown, I. D. (1975). A life-span look at person perception and its relationship to

communicative interaction. Journal of Gerontology, 30(4), 461-468.
[65] Salacuse, J. (2003). *The Global Negotiator*. Palgrave, Macmillan.
[66] Salacuse, J. (2006). Leading Leaders: how to Manage Smart, Talented, Rich and Powerful People. AMACOM.
[67] Samartin, G. J., & Dias, M. (2025). Challenges and Opportunities in Supplier-Retailer Negotiations: The Brazilian Gourmet Coffee Case. *European Journal of Innovative Studies and Sustainability, 1*(6), 16-32. https://doi.org/10.59324/ejiss.2025.1(6).03
[68] Santos, M. and Dias, M. (2024) The Seven Forces That Shape Trust in Virtual Negotiation: A Qualitative Study. *Open Journal of Business and Management, 12*, 2208-2223. doi: 10.4236/ojbm.2024.124113.
[69] Santos, M.; Dias, M. (2024). Best Practices for Building Trust in Virtual Business Negotiations, *British Journal of Multidisciplinary and Advanced Studies, 5*(2),45-66; https://doi.org/10.37745/bjmas.2022.0450
[70] Sartori, S.; Jantsch, M. Dias, M. Navarro, R. (2020) Negotiating with Indigenous Peoples: Land Area Acquisition for the Fulkaxó Reserve in Brazil. Saudi Journal of Economics and Finance, 4(9), 457-461.https://doi.org/ 10.36348/sjef.2020.v04i09.006
[71] Saunders, M.; Lewis, P.; Thornhill, A. (2009). Research Methods for Business Students. Prentice Hall, 5th edition.
[72] Schatzki, M.; Coffey; W. (1981). Negotiation: The Art of Getting What You Want. Signet
[73] Scheuer, E. M., & Dias, M. (2025). Brazilian Baker Shop: A Case Study on Collaborative Negotiation. *GPH-International Journal of Social Science and Humanities Research, 8*(04), 35-45. https://doi.org/10.5281/zenodo.15350144
[74] Shell, Richard (2006). *Bargaining for Advantage*. Penguin Books.
[75] Smejoff, R., Zornitta, J., & Dias, M. (2025). Brazilian Case on Civil Construction Works Negotiation: Clinic Expansion. GPH-International Journal of Applied Science, 8(04), 01-11. https://doi.org/10.5281/zenodo.15357180
[76] Soliva, R., & Dias, M. (2025). When The Rules Change in the Middle of the Game: A Brazilian Negotiation Case. GPH-International Journal of Educational Research, 8(04), 12-21. https://doi.org/10.5281/zenodo.15336509
[77] Tanabe, M. & Dias, M.(2025). Consumer Rights in Real Estate Negotiations: A Brazilian Case. *Archives of Business Research, 13*(12). 01-08. https://doi.org/10.14755/abr.1312.19663
[78] Valente, R., and Dias, M. (2023) How To Structure A Retail Pharmacy Business Negotiation. Gph-International Journal Of Business Management, 6 (4), 1-15; https://doi.org/10.5281/zenodo.7817264
[79] Valle, J. M., Trindade, S. P., & Dias, M. (2025). From Distributive to Integrative: A Strategic Negotiation for Supply Chain Optimization in Brazil. GPH-International Journal of Computer Science and Engineering, 8(1), 37-49. https://doi.org/10.5281/zenodo.15317527
[80] Vidaletti, M., & Dias, M. de O. (2025). Judicial Reorganization in Brazil: Balancing Creditors' Interests and Preventing Abuse of Voting Rights. Scientia. Technology, Science and Society, 2(5), 64-74. https://doi.org/10.59324/stss.2025.2(5).06
[81] Vidaletti, M., Ferreira, L. L., & Dias, M. (2025). M&A in the Energy Sector: A Brazilian Complex Negotiation Case. GPH-International Journal of Applied Management Science, 5(03), 21-30. https://doi.org/10.5281/zenodo.15373116
[82] Yin, R. K. (2004). *The case study anthology*. Sage.
[83] Zartman, I. W. (1988). Common elements in the analysis of the negotiation process. *Negotiation Journal, 4*(1), 31-43.